

**** Per Governor's emergency [Proclamation 20-28](#) et seq., agencies are required to meet completely remotely without providing for a physical location.**

**** 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, and [Resolution 3010](#), adopted December 28, 2020, extending the duration of Resolution 2082 through March 31, 2021, 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.**

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube](#) Channel, or on TV [Channel 10](#).
- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for public participation in virtual Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council

Municipal Building Council Chambers

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

March 22, 2021

6:00 PM

PRELIMINARY AGENDA

[Packet Materials](#) / [Watch Meeting](#)

1. **Call to Order**
2. **Announcements and Committee Reports**
 - a. COVID-19 Update (Discussion)
 - b. Housing Affordability and Community Services Committee (Discussion)
 - c. Planning Committee (Discussion)
3. **Public Comment**
4. **Consent Agenda**
 - a. Minutes of March 15, 2021 (Action)
 - b. Approval of claims in the amount of \$259,927.98 (Action)
 - c. Contract Modification: Depot Plaza Restroom #20-069-PRK-003 (Action)
 - d. Contract Award: Microsoft M365 Annual Renewal 2021 #21-065-ITS-001 (Action)
 - e. Interlocal Agreement with Skagit County: Digital Aerial Photos #21-067-ENG-001 (Action)
 - f. * Resolution 3025: Extending the Duration of Resolution 2082 Providing Temporary Procedures to Respond to the COVID-19 Epidemic (Action)
 - g. * Anacortes Family Center Social Worker Contract #21-061-IDS-001 (Discussion/Action)
5. **Other Business**
 - a. WWTP Outfall Project Overview and Update (Discussion)

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting.

The City of Anacortes is committed to making public meetings available and accessible to all members of the community. For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

- b. * Resolution 3026: Updating the Unified Fee Schedule (Discussion/Action)
 - c. * Request to Skagit's Local Governments to Oppose Imperial Metals' Minerals
Exploration Permit in British Columbia's Skagit Headwaters (Discussion/Possible Action)
6. **Adjournment**

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

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Anacortes City Council Minutes - March 15, 2021

Call to Order

Mayor Pro Tem Bruce McDougall called to order the Anacortes City Council meeting of March 15, 2021 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: Mr. McDougall shared current case statistics for Anacortes and Skagit County. He referred the public to the city's website and the Skagit County Department of Health website for up to date information as it becomes available.

Skagit County Law and Justice Council: Mr. Miller reported from the LJC meeting held remotely the previous week. The topics discussed included prosecution backlog due to the pandemic and the impact of the *State of WA vs. Blake* case decision in Skagit County.

Finance Committee: Mr. McDougall reported from the committee meeting held the previous week. The topics discussed included Resolution 3025 which would be discussed later on the agenda, adding a public restroom at Washington Park, Lodging Tax awards, and a review of the Socrata software recently demonstrated to Council.

Personnel Committee: Ms. Cleland-McGrath reported from the committee meeting held the previous week. The topics discussed included staffing in the HR department, upcoming bargaining unit negotiations, personnel policy updates, and the planned movement to COVID recovery Phase 3 statewide on March 22.

Public Works Committee: Mr. Walters reported from the committee meeting held earlier in the evening. The topics discussed included the recently issued water system risk and resiliency report, the wastewater treatment plant outfall project, the planned acquisition of the South Fidalgo Water System from Skagit PUD, and the future presentation of wastewater treatment plant solids handling options to City Council.

Appointment to Anacortes Housing Authority Board: Mr. McDougall announced that Mayor Gere had appointed Geoffrey Holmes to the Anacortes Housing Authority Board. Mr. McDougall said Mr. Holmes would complete the term of a recently vacated position on the Board which would expire December 31, 2024.

Public Comment

No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

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

- a. Minutes of March 8, 2021
- b. Approval of claims in the amount of \$538,515.90
The following vouchers/checks were approved for payment:
EFT numbers: 99564 through 99618, total \$219,530.21
Check numbers: 99619 through 99628, total \$184,120.77
Wire transfer numbers: 281241 through 281566, total \$134,834.23

- c. Contract Modification: Municipal Broadband Network – Library to MSTs Aerial Areas #19-175-FBR-003
- d. Contract Modification: Skagit River Raw Water Pipeline and Clearwell Project - Construction Management #20-048-WTR-002

OTHER BUSINESS

Anacortes Family Center Social Worker Contract #21-061-IDS-001

Police Captain Dave Floyd presented a contract between the City of Anacortes and the Anacortes Family Center (AFC) to provide assistance to those contacted by City staff who are in need of homeless services, chemical dependency counseling or ongoing case support. Captain Floyd explained the rationale behind implementing the proposed agreement rather than embedding a social worker directly in the Police Department. Councilmembers discussed a number of possible revisions, including the term of the agreement, the reporting period, and the required response time. Dustin Johnson, AFC Executive Director, and Captain Floyd responded on those topics.

Mr. McDougall invited members of the audience to comment on this agenda item.

Katie Eastman thanked Anacortes for implementing the proposed contract, calling it an effective way to provide support to clients in crisis. Ms. Eastman suggested specific data collection points and urged direct, timely communication between service providers and the police.

Will McCracken thanked Anacortes for implementing the proposed contract. Mr. McCracken urged a willingness to discover new things about the support that is needed in the community and thinking of new ways to support people in crisis. He supported the agreement as a one-year contract.

Rochelle Kealoha shared anecdotal evidence of the immense need in the community and said that AFC was not able to meet that need. Ms. Kealoha objected that the meeting packet was released on Thursday but that there had been no opportunity to comment on the proposed contract until the present meeting. She said the proposed solution had not sufficiently included stakeholders. She listed additional features she would like to see in the agreement and called for pursuing alternatives.

Kate Clark urged more communication with the community about when City Council committee meetings are occurring so the community can participate. Ms. Clark called the proposed agreement a great first step towards an embedded social worker in the Anacortes Police Department. She listed a number of specific points about data collection, reporting and analysis under the agreement to enable evaluation of the success of the pilot program.

Teresa Delarosa related an account of a situation in which the AFC social worker provided invaluable assistance in meeting the mental health needs of a vulnerable family member when the only other option had been to call the Police Department.

Eric Johnson thanked Anacortes for proposing the agreement, which culminated a process begun by the Housing Affordability and Community Services Committee back in 2016. At that point stakeholders had identified the need for a co-located social service agency to work with the Anacortes Police Department. Mr. Johnson supported implementing the agreement as soon as possible.

Evan Saxton expressed support for the proposed agreement but said the research about embedded social workers needed to continue as promised by City Council in December. Mr. Saxton said other communities had found vouchers and referrals to be inferior to a true embedded social worker.

Dustin Johnson reiterated that the proposed program was a starting point. He emphasized that the AFC team would be intentional about collecting and analyzing data to reach the best results and would share all information with the public. Mr. Johnson mentioned that he had already worked to bring some of the evening's speakers into conversation about developing the best policies and decisions for vulnerable populations. He invited public thoughts, concerns and feedback.

Mr. Walters requested that staff revise the proposed agreement to set the term at 12 months, require quarterly reporting, and specify data collection standards per input from Ms. Eastman and Ms. Clark, then bring it back to Council for action on the Consent Agenda. Councilmembers agreed and urged adoption as soon as possible.

2021 Stormwater Management Program Plan

Public Works Director Fred Buckenmeyer introduced NPDES Permit Coordinator Diane Hennebert. Ms. Hennebert presented the draft 2021 Stormwater Management Program Plan, which is a requirement of the City's NPDES permit. Ms. Hennebert's slide presentation had been included in the packet materials for the meeting.

Access Anacortes Fiber Internet Update

Administrative Services Director Emily Schuh provided the regular monthly update on Access Anacortes Fiber Internet. Ms. Schuh's slides were added to the packet materials for the meeting. She reported on customers in service, pending orders and revenue received, celebrating 624 customers in service at close of business earlier in the day. She noted the take rate by district, which was exceeding 34.4% overall. Ms. Schuh also reported on 2021 service areas and planned expansion, special projects in progress, and the pending EDA grant.

Resolution 3025: Extending the Duration of Resolution 2082 Providing Temporary Procedures to Respond to the COVID-19 Epidemic

City Clerk Steve Hoglund presented draft Resolution 3025 extending through June 30, 2021 the duration of Resolution 2082 providing temporary procedures to respond to the COVID-19 epidemic. Mr. Hoglund noted that Sections 2C and 2D from original Resolution 2082 were no longer applicable as the Anacortes Public Library prepared to reopen as allowed by state guidance.

Following councilmember discussion, Mr. Walters suggested modifying draft Resolution 3025 to add a Section 3 which would rescind Sections 2C and 2D from Resolution 2082 and specify instead that city facilities would follow published public health guidance. He asked that modified Resolution 3025 come back to City Council for action on the Consent Agenda at its March 22, 2021 meeting. Mr. Hoglund agreed.

Several councilmembers expressed support for continuing options for remote public participation in public meetings indefinitely.

Adjournment

There being no further business, at approximately 8:10 p.m. the Anacortes City Council meeting of March 15, 2021 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 March 22, 2021 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
281776	11/20/2020	102786	VECA ELECTRIC & TECHNOLOGIES	OUTSIDE SERVICE - GENERATOR REPAIR	\$ 610.31	dwhtp
281645	1/12/2021	23630147	PARTS MASTER	SLASHER CUTOFF WHEEL- SHOP SUPPLIES	\$ 49.32	dshop
281907	2/5/2021	212394235	SURETY PEST CONTROL	ASAC PEST CONTROL	\$ 92.48	pwfac
281900	2/10/2021	ReimbBurkland	BURKLAND, LEONARD	WASTEWATER CERTIFICATION - LB	\$ 50.00	dwhtp
281592	2/17/2021	218634	SCOTT RICHARDS INSURANCE, INC	DOCK & BOAT POLICY #OMH34847902020 2/14/21-2/14/2022	\$ 11,919.00	finance
281792	2/18/2021	02/18/2021	ECONOWASH LAUNDRY&CLEANERS	UNIFORM CLEANING 2/4-2/18/21	\$ 21.76	apd
281806	2/20/2021	9873812735	VERIZON WIRELESS	SCADA COMMUNICATIONS FOR PUMP STATIONS 1/21-2/20/21	\$ 1,136.84	dwhtp
280917	2/22/2021	2779203	FOSTER GARVEY PC	WTP DEMO MATTER #96	\$ 8,624.75	legal
281894	2/23/2021	WAANA131914	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 115.45	dwhtp
281891	2/25/2021	9818599335	GRAINGER	SAFETY SUPPLIES	\$ 159.35	dwhtp
281897	2/26/2021	0039363-IN	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$ 1,948.97	dwhtp
281772	2/28/2021	62158846	150-PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	\$ 310.94	dwhtp
281590	2/28/2021	3093118529	LEXISNEXIS	LEXIS NEXIS LEGAL RESEARCH FEB. 2021	\$ 323.14	legal
281922	2/28/2021	1673	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - FEB 2021	\$ 1,182.98	pw1
281789	2/28/2021	0173	SKAGIT COUNTY SOLID WASTE FUND	FEBRUARY TONNAGE HAULED	\$ 69,872.32	dshop
281915	2/28/2021	129	WIDENER & ASSOCIATES	WASTEWATER TREATMENT PLANT OUTFALL PERMITTING SERVICES - FEB 2021	\$ 14,951.52	pw1
281918	2/28/2021	139	WIDENER & ASSOCIATES	GUERMES CHANNEL TRAIL - TECHNICAL ASSISTANCE/ONGOING MONITORING - FEB 2021	\$ 3,696.00	pw1
281919	2/28/2021	128	WIDENER & ASSOCIATES	SK RIVER 42" WATER LINE - DESIGN ASSISTANCE & PERMITTING - FEB 2021	\$ 1,160.00	pw1
281920	2/28/2021	140	WIDENER & ASSOCIATES	WHISTLE LAKE DAM ASSESSMENT - FEB 2021	\$ 3,200.00	pw1
281597	3/1/2021	87217	MIRA VISTA CARE CENTER	LEOFF 1 RETIREE 3/1-3/31/21	\$ 9,145.00	hr
281642	3/1/2021	5061520045	RICOH USA, INC	S/N C86079893 LIBRARY PUBLIC 12/1-2/28/2021	\$ 115.01	finance
281908	3/1/2021	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 2/1-2/28/21	\$ 42.00	finance
281925	3/2/2021	21411.03-1	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: 1500 SKYLINE WAY	\$ 601.25	plan
281926	3/2/2021	21411.02-1	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: 3805 W 2ND ST	\$ 1,126.83	plan
281600	3/3/2021	1219880	SKAGIT PUBLISHING LLC	PUBLISH AA-2043461 AA-2044251 AA-2044260	\$ 1,132.46	finance

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
281711	3/4/2021	2114	ECCOS DESIGN, LLC	CEMETERY EXPANSION SITE DESIGN CONCEPT	\$ 1,045.00	parks1
281916	3/4/2021	400002993162	PUGET SOUND ENERGY INC	POLE ATTACHMENT MAKE-READY CHARGES	\$ 407.24	fiber
281599	3/4/2021	1219961	SKAGIT PUBLISHING LLC	PUBLISH SVH-2044443	\$ 419.64	finance
281646	3/5/2021	9853	IRONCLAD COMPANY	GUTTER BROOM- #304	\$ 1,087.00	dshop
281796	3/5/2021	AFD 21	ISLAND HOSPITAL	FEBRUARY AMBULANCE SUPPLIES	\$ 1,835.76	medic
281757	3/5/2021	1844970	MILES SAND & GRAVEL CO.	5/8" CRUSHED ROCK- STREET DEPT	\$ 919.35	dshop
281783	3/5/2021	845	SKAGIT SHOOTING RANGE, LLC	RANGE DAY 3/5/21	\$ 596.75	apd
281924	3/5/2021	211324719	SURETY PEST CONTROL	PEST CONTROL @ CITY HALL	\$ 43.52	pwfac
281803	3/6/2021	6224594	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 476.70	medic
281644	3/6/2021	152540	LAKESIDE INDUSTRIES, INC.	ROCK SALES & DUMP FEES- WATER DEPT	\$ 712.95	wdist
281780	3/6/2021	00005W5A83101	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK END 3-6-21	\$ 20.82	apd
281782	3/8/2021	ReimbBuffum	BUFFUM, JESSE	TRAINING PER DIEMS; CORP BUFFUM (ARMORER'S COURSE)	\$ 53.00	apd
281895	3/8/2021	WAANA132234	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 46.34	dwwtp
281652	3/8/2021	I5713540	HD FOWLER COMPANY INC	MARKING PAINT FOR LOCATES	\$ 417.35	dshop
281647	3/8/2021	494741	KARMART	SERVICE & REPAIRS #205A	\$ 1,101.19	dshop
281601	3/8/2021	81808	MCCULLOUGH HILL LEARY, PS	A AVENUE CLEANUP SEPA MATTER NO. 200	\$ 3,306.00	legal
281805	3/8/2021	1845236	MILES SAND & GRAVEL CO.	CRUSHED ROCK	\$ 367.74	dshop
281714	3/8/2021	1524919	POLYDYNE, INC	4 SUPERSACKS CLARIFLOC A-3310 (COAG POLY)	\$ 12,889.80	dwwtp
281591	3/8/2021	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 2/5-3/5/21	\$ 225.15	plan
281651	3/8/2021	220015523313	PUGET SOUND ENERGY INC	CHARGING STATION @ 501 Q AVE: 02/05-03/05/2021	\$ 64.49	dshop
281773	3/8/2021	220021901958	PUGET SOUND ENERGY INC	TSUNAMI SIRON SKYLINE 2/5-3/8/21	\$ 11.08	dwwtp
281791	3/8/2021	220013286491	PUGET SOUND ENERGY INC	APD 2/5-3/5/21	\$ 1,735.35	apd
281598	3/8/2021	B13128232	SHI INTERNATIONAL CORP.	VEEAM BACKUP & REPLICATION	\$ 12,107.81	infosys
281713	3/9/2021	93079319	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 4,408.46	dwwtp
281595	3/9/2021	INV2272267	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 2/8-3/7/21	\$ 277.52	finance
281779	3/9/2021	017834149	GALLS, LLC.	UNIFORM JUMPSUIT; OFC KELLINGTON	\$ 608.37	apd
281788	3/9/2021	MV250295	MOTOR TRUCKS, INC	PARTS VEH 511	\$ 1,008.95	dshop
281763	3/9/2021	186013	OASYS INC	PLOTTER CHARGE BASE AND CONTRACT 3/9-4/8/21	\$ 61.41	pw1
281653	3/9/2021	12557036	PAPE MACHINERY INC.	IDLER- #709	\$ 26.09	dshop
281770	3/9/2021	1525193	POLYDYNE, INC	PLANT CHEMICALS	\$ 3,378.24	dwwtp
281593	3/9/2021	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 2/6-3/8/21	\$ 18.04	plan
281650	3/9/2021	220013297498	PUGET SOUND ENERGY INC	CASINO DR UNDER TWIN BRIDGES: 02/06-03/08/2021	\$ 57.73	dshop
281774	3/9/2021	220022355618	PUGET SOUND ENERGY INC	TSUNAMI SIREN 500 T 2/6-3/8/21	\$ 11.08	dwwtp
281905	3/9/2021	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 2/6-3/8/21	\$ 2,487.82	publib

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281447	3/9/2021	March	SKAGIT LAW GROUP, PLLC	PROSECUTING ATTORNEY SERVICES MARCH 2021	\$ 6,430.00	legal
281887	3/9/2021	331 0564987	UNIFIRST CORPORATION	WATER CREW LAUNDRY	\$ 36.36	wdist
281927	3/9/2021	331 0565028	UNIFIRST CORPORATION	UNIFORM LAUNDRY	\$ 34.00	fiber
281790	3/10/2021	5752	ANACORTES TOWING, LLC	TOWING; APD CASE 21-A01473	\$ 163.20	apd
281712	3/10/2021	ML-21031019958	CASCADE ENGINEERING SVCS INC	THERMOMETER CALIBRATION	\$ 158.71	dwtp
281767	3/10/2021	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 3/19-4/18/2021	\$ 238.07	finance
281781	3/10/2021	201134980	CRIMINAL JUSTICE TRAINING	TRAINING REG FEES; DT INSTRUCTOR TRAINING; OFC FABER AND OFC RHODES	\$ 180.00	apd
281521	3/10/2021	D-067693	ECO-COUNTER INC.	ECO COUNTER ANNUAL RENEWAL 1/1-12/31/2021	\$ 420.00	parks1
281709	3/10/2021	9074328-1	FERGUSON ENTERPRISES, INC	BRASS BUSHING	\$ 15.28	dwtp
281705	3/10/2021	812-15372	GCR TIRES & SERVICES	TIRES- #422	\$ 398.57	dshop
281706	3/10/2021	812-15371	GCR TIRES & SERVICES	SERVICE- #610	\$ 140.90	dshop
281707	3/10/2021	812-15365	GCR TIRES & SERVICES	TIRES- SHOP STOCK	\$ 745.56	dshop
281913	3/10/2021	9320434161	GRAYBAR ELECTRIC COMPANY, INC	COUPLERS FOR CONDUIT	\$ 218.84	fiber
281648	3/10/2021	MV250313	MOTOR TRUCKS, INC	CRANKCASE ELEMENT- SHOP STOCK	\$ 78.63	dshop
281708	3/10/2021	12559664	PAPE MACHINERY INC.	CUTTING EDGE, DURA-MAX - #410	\$ 196.64	dshop
281715	3/10/2021	12560619	PAPE MACHINERY INC.	SEAT- #410	\$ 118.12	dshop
281784	3/10/2021	12559005	PAPE MACHINERY INC.	PARTS TO REPAIR #704	\$ 178.67	dshop
281786	3/10/2021	12556050	PAPE MACHINERY INC.	ROLLER PART FOR #706	\$ 197.53	dshop
281912	3/10/2021	1st QTR PROBATION	SKAGIT COUNTY DISTRICT COURT	1ST QTR 2021 PROBATION SERVICES	\$ 5,350.00	court
281768	3/10/2021	20210498	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING 02-2021	\$ 3,031.05	finance
281716	3/10/2021	113374	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 122.50	dwtp
281795	3/10/2021	7161317-00	WESTERN EQUIPMENT, C/O TURFSTAR	PARTS FOR #706	\$ 101.19	dshop
281923	3/10/2021	WAFLI86070321	ZIPLY FIBER	POLE ATTACHMENT MAKE-READY CHARGE	\$ 200.00	fiber
281766	3/11/2021	8498 30 017 0464628	COMCAST	WA PARK INTERNET 3/21-4/20/2021	\$ 106.16	finance
281914	3/11/2021	9320457426	GRAYBAR ELECTRIC COMPANY, INC	AERIAL CABLE STORAGE	\$ 563.39	fiber
281759	3/11/2021	12559677	PAPE MACHINERY INC.	ENGINE #410	\$ 814.82	dshop
281764	3/11/2021	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY 2/9-3/10/21	\$ 364.34	dwtp
281771	3/11/2021	300000300008	PUGET SOUND ENERGY INC	WWTP & PUMP STATIONS 2/5-3/5/21	\$ 36,116.37	dwwtp
281794	3/11/2021	300000305007	PUGET SOUND ENERGY INC	STREET LIGHTS & WTR METER VAULTS: 02/02-03/02/21	\$ 486.36	dshop
281886	3/11/2021	300000290035	PUGET SOUND ENERGY INC	MUSEUM 2/5-3/5/21	\$ 419.88	museum
281896	3/11/2021	300000290019	PUGET SOUND ENERGY INC	AFD ALL STATIONS 2/4-3/5/21	\$ 1,195.52	medic
281929	3/11/2021	R49946330	YOURMEMBERSHIP.COM, INC.	JOB POSTING ANNOUNCEMENT - WTP OPERATOR 3 OT 4	\$ 349.00	hr
281804	3/12/2021	6241361	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 250.66	medic

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281893	3/12/2021	6240690	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 92.48	medic
281910	3/12/2021	9320492936	GRAYBAR ELECTRIC COMPANY, INC	AERIAL CABLE STORAGE	\$ 146.68	fiber
281906	3/12/2021	INV471471	L.N. CURTIS & SONS	WILLDLAND PACKS	\$ 2,495.27	medic
281765	3/12/2021	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 2/5-3/5/21	\$ 4,051.51	dwtp
281718	3/12/2021	104770192	RICOH USA, INC	S/N C32029555 CITY HALL COPIER 3RD 3/1-3/31/2021	\$ 378.35	finance
281797	3/15/2021	202222	ALL AMERICAN LEADERSHIP	6 COACHING SESSIONS, ASSESSMENT	\$ 1,900.00	medic
281884	3/15/2021	318029	DOORMAN COMMERCIAL, LLC	LIBRARY DOOR REPAIR	\$ 282.88	pwfac
281793	3/15/2021	03/15/2021	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 800.00	apd
281898	3/15/2021	1083598	LIFE ASSIST, INC	EXAM GLOVES	\$ 522.24	medic
281885	3/15/2021	52504	MT BAKER OVERHEAD DOORS INC	WATER MAINTENANCE INVENTORY STORAGE AREA	\$ 1,385.93	pwfac
281928	3/16/2021	March 2021	BEESELEY, ZACHARY	REFUND PROBATION COSTS PAID TO CITY AND PROBATION DEPT	\$ 750.00	court
281899	3/16/2021	210231	T-SHIRTS BY DESIGN	ANNUAL UNIFORM T-SHIRT, SWEATSHIRT, HAT	\$ 3,880.90	medic

Total **\$259,927.98**



City Council Contract Agenda Bill

Meeting Date: 3/22/2021 **Agenda Item:** 4c

Subject: Contract Modification – Depot Plaza Restroom #20-069-PRK-003

Staff Contact: Jonn Lunsford

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 PNW Civil Inc. in the amount of \$20,752.75, increasing the total contract price to \$91,828.09, to include work required for drainage improvement around site, and added irrigation and topsoil per revised landscaping plan.

Background:

1. **Reason for Contract Change:** Additional work was required for drainage improvement around site, and the landscape plan was revised which added irrigation and topsoil.
2. **History:** The Depot Arts and Community Center is located at 611 R Avenue in Anacortes. It was originally the Great Northern Train Depot built in 1911. The facility is managed by the Parks and Recreation Department and is available for rent to groups and organizations. This venue attracts events such as the Anacortes Farmers Market, weddings, graduation parties, retirement parties, concerts, art shows, craft fairs, city functions, church picnics, classes, dog training, and many more. A Depot Master Plan identifies the plaza area as a need that includes an open stage and restroom facilities. The site lacked restroom facilities to accommodate these events and was necessary for further growth of events. The City has a current contract #[20-069-PRK-001](#) in place with Semrau Engineering & Surveying for the design of site plan and specifications for the project, and contract #[20-069-PRK-002](#) with CXT Incorporated for the purchase of the prefabricated restroom building. [Interlocal 288](#) with Skagit County was executed on 9/3/19 to receive \$300,000.00 in grant funds for the construction of this project.

The contract price has been adjusted once based on variations on estimated quantities as allowed by the contract's special provisions section 1-04.6, which states in part: "When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work...."

3. **Key Terms:**
 - Work will be performed for a total contract price of \$91,828.09.
 - No change in period of performance.
4. **Competitive Bidding:** On August 19, 2020 the City [solicited bids](#) for the subject project and on September 3, 2020 a bid opening was conducted and 2 bids were received. PNW Civil Inc. was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$39,450.00.

Previous Council/Committee Action: Contract [20-069-PRK-003](#) was approved by Council at the [9/28/2020](#) meeting.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a modification to contract 20-069-PRK-003 with PNW Civil Inc. in the amount of \$20,752.75, increasing the total contract price to \$91,828.09.

Alternative Actions: Not approve the contract modification

Attachments: Contract 20-069-PRK-003 Modification 01

Consultant	PNW Civil Inc.
Original Agreement Amount	\$60,842.05
Current Agreement Amount	\$71,075.34
Change Per this Modification	\$20,752.75
Total After Modification	\$91,828.09
Earmarked Funds	\$300,000.00
BARS #	108.410.594.76.60
Paid on Contract as of 3/15/21	\$71,075.34
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	45 working days



Date March 22, 2021
Page 1 of 1 Pages

Project Title Depot Plaza Restroom
Prime Contractor PNW Civil Inc.

BACKGROUND

In accordance with Provisions 1-04.4 Changes, and 1-05.1 Control of Work as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2018, this modification provides an equitable price adjustment in consideration of changes in Work as described below under Article I. Accordingly, the contract price is increased from \$71,075.34 by \$20,752.75 to \$91,828.09, and the following changes are incorporated under this contract:

ARTICLE I. WORK

Insert the following as the *second paragraph* under Article I:

“The work as described above is hereby amended per Modification 01. The Contractor will perform and incorporate items 1.01 and 1.02 into the bid schedule for additional work required for drainage improvement around site, and added irrigation and topsoil per revised landscaping plan.”

ARTICLE IV. CONTRACT PRICE

Insert the following as the *second paragraph* under Article IV:

“Per Modification 01, the Contract Price is hereby adjusted to include items 1.01 and 1.02 as listed in the attached bid schedule. **The total contract price is Ninety-One Thousand Eight Hundred Twenty-Eight Dollars and Nine Cents (\$91,828.09).**”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

PNW CIVIL INC.

By _____
Laurie Gere, Mayor

By _____

Date _____

Date _____

Original Agreement Amount	<u>\$60,842.05</u>	Original Contract Completion Date	<u>45 working days</u>
Current Agreement Amount	<u>\$71,075.34</u>	Current Contract Completion Date	<u>45 working days</u>
Change Per this Modification	<u>\$20,752.75</u>	Net Change	<u>0</u>
Total After Modification	<u>\$91,828.09</u>	Contract Completion Date After Change	<u>45 working days</u>

**Contract Number 20-069-PRK-003
MODIFICATION 01**

BID SCHEDULE

Item No.	Description	Quantity	Units
	Base Bid		
1	Bathroom Structure Coordination	1	LS
2	Mobilization	1	LS
3	Temporary Fence, Panel Base	1	LS
4	Clearing & Grubbing	1	LS
5	Demo Water Service	1	LS
6	Excavation & Haul	8	CY
7	Gravel Borrow	29	TONS
8	Crushed Surfacing Top Course	38	TONS
9	Service Connection 1" Diam.	1	EA
10	PVC Sanitary Sewer Pipe 6" & 4"	105	LF
11	Clean-out	2	EA
12	Infiltration Trench	65	LF
13	Seeding & Fertilizing by Hand	59	SY
14	Erosion Pollution Control	1	LS
15	High Visibility Fencing	52	LF
16	Topsoil Type A, 8" Depth	14	CY
17	Cement Concrete Sidewalk	90	SY
	Base Bid Total		
	Change Orders		
	Change Order #01		
1.01	Drainage & Grading	1	FA
1.02	Irrigation & Topsoil	1	FA
	Change Order Total		
	Project Total		



City Council Contract Agenda Bill

Meeting Date: 3/22/21 **Agenda Item:** 4d

Subject: Contract Award - Microsoft M365 Annual Renewal 2021 #21-065-ITS-001

Staff Contact: Emily Schuh

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 \$87,764.26 to SHI International Corp. for the Microsoft M365 Annual Renewal 2021. The contract piggybacks on Washington State contract 06016 and provides for the subscription renewal for Microsoft M365 Suite.

Background:

1. **History:** City Staff began using M365 in 2020 and it's imperative that we renew the subscription to avoid interruptions in our daily processes and workflows.
2. **Key Terms:**
 - Total contract price of \$87,764.26 which includes \$7,098.58 in sales tax.
3. **Competitive Bidding:** The City has a cooperative purchasing agreement with the State of Washington and is procuring this purchase through Washington State contract 06016.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 21-065-ITS-001 with SHI International Corp. in the amount of \$87,764.26 for the Microsoft M365 Annual Renewal 2021.

Alternative Actions: Reject the contract

Attachments: Contract 21-065-ITS-001

Contractor	SHI International Corp.
Contract Amount	\$87,764.26
Earmarked Funds	\$81,000.00
BARS #	001.220.518.80.41
Budget Amendment Required?	No
Start Date	Inception



PURCHASE ORDER 21-065-ITS-001

VENDOR: SHI International Corp
Ty Pellot
290 Davidson ave,
Somerset, NJ 08879
Phone: 732-652-3080
Fax: 732-652-3099
Email: Ty_Pellot@shi.com

Date: March 22, 2021
Ship To: City of Anacortes
Jose Cervantes
PO Box 547
904 6th St
Anacortes, WA 98221
(360) 299-1981
cervantesj@cityofanacortes.org

Bill To: City of Anacortes
Accounts Payable
PO Box 547, Anacortes, WA 98221
accountspayable@cityofanacortes.org

DESCRIPTION	Total Cost
Subscription licenses for Microsoft M365 Suite as listed in Exhibit A This Purchase Order is subject to: - Quote #20150009, incorporated as Exhibit A; and - Washington Master Contract No.: 06016, which is incorporated as Exhibit B. The aforementioned Exhibits A and B are hereby incorporated by reference and made a part hereof.	\$80,665.68
Sub-Total	\$80,665.68
8.8% sales tax	\$7,098.58
Total	\$87,764.26

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.

SHI International Corp.

City of Anacortes

Laurie Gere, Mayor

Date

Date



Pricing Proposal
Quotation #: 20150009
Created On: 3/4/2021
Valid Until: 4/27/2021

City of Anacortes

Jose Cervantes

WA
United States
Phone: (360) 299-1981
Fax:
Email: cervantesj@cityofanacortes.org

Inside Account Executive

Ty Pellot

290 Davidson ave,
Somerset, NJ 08879
Phone: 732-652-3080
Fax: 732-652-3099
Email: Ty_Pellot@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Skype for Business PSTN Conferencing - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: LK3-00001 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 5/1/2021 – 4/30/2022	2	\$42.24	\$84.48
2	Skype for Business PSTN Conferencing - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: LK3-00001 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 5/1/2021 – 4/30/2022	2	\$42.24	\$84.48
3	Skype for Business PSTN Conferencing - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: LK3-00001 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 5/1/2021 – 4/30/2022	2	\$42.24	\$84.48
4	Microsoft Azure Active Directory Premium P2 - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: MQN-00001 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 5/1/2021 – 4/30/2022	1	\$82.83	\$82.83
5	M365 E3 GCC ShrdSvr ALNG SubsVL MVL Microsoft - Part#: AAD-34704 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 5/1/2021 – 4/30/2022	200	\$353.60	\$70,720.00

6	M365 E3 GCC ShrdSvr ALNG SubsVL MVL Microsoft - Part#: AAD-34704 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 5/1/2021 – 4/30/2022	15	\$353.60	\$5,304.00
7	Microsoft Office 365 (Plan E1) - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: U4S-00002 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 5/1/2021 – 4/30/2022	15	\$80.59	\$1,208.85
8	Microsoft Office 365 (Plan G3) - Subscription license (1 month) - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: AAA-11894 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 5/1/2021 – 4/30/2022	13	\$216.62	\$2,816.06
9	Microsoft Visio Pro for Office 365 - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: P3U-00001 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 5/1/2021 – 4/30/2022	2	\$140.25	\$280.50
			Total	\$80,665.68

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

**PARTICIPATING ADDENDUM
NASPO ValuePoint**

SOFTWARE VALUE-ADDED RESELLER (SVAR) SERVICES

Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: **ADSP016-130651**

SHI International Corp.
(hereinafter "Contractor")

And

State of Washington
(hereinafter "Participating State")

Washington Master Contract No.: **06016**

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and SHI International Corp., a New Jersey corporation ("Contractor") and is dated and effective as of November 1, 2016.

1. **SCOPE:** This Participating Addendum covers the Software Value-Added Reseller (SVAR) Services led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.
2. **EXCLUSIONS:** The following software publishers are excluded from this Participating Addendum:
 - ESRI
 - Microsoft EA
 - Autodesk
 - SAS
3. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):
 - (a) **WASHINGTON STATE AGENCIES.** Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.

- (b) **MCUA PARTIES.** The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.
- [Oregon Cooperative Purchasing Program \(ORCPP\)](#)

4. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

- 4.1. **PRICING.** Although Contractor may offer lower prices to Purchasing Entities, Contractor guarantees to provide the Products at no greater than the prices set forth in the Master Agreement, whereas ‘Reseller Cost’ is defined as the price that Contractor pays the Publisher or Distributor to purchase software on behalf of the Participating State. If Purchasing Entities use a credit card as a method of payment for an order over ten thousand dollars (\$10,000), prices may be subject to payment processing fees, as agreed to in the applicable Purchase Order. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 4.2. **WASHINGTON’S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM.** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services’ Electronic Business Solutions (WEBS) System at <https://fortress.wa.gov/ga/webcust/home.html>. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 4.3. **WASHINGTON’S STATEWIDE PAYEE DESK.** To be paid for contract sales, Contractors must register with Washington’s Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 4.4. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
- (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services’ [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
- (b) **DATA.** Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of

this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

- (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

- 4.5. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74% on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

- (d) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0074.

- (e) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (f) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until an electronic invoice from Enterprise Services becomes available in [Contract Sales Reporting System](#). Contractor's VMF payment to Enterprise Services must reference the following:
- This Washington Master Contract No.: 06016
 - The NASPO Master Agreement No.: ADSP016-130651
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (g) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.
- (h) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (i) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

- 4.6. **CONTRACT REVIEWS.** Enterprise Services reserves the right to conduct quarterly reviews of Contractor's sales and prices, and request Contractor to provide copies of Publisher invoices for up to ten percent (10%) of sales in order to validate Reseller Costs.

- 4.7. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION.** Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.
- 4.8. **RECORDS ADMINISTRATION AND AUDIT.** Participating State's right as specified in Section 25 of the Master Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against this Participating Addendum, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 4.9. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the Participating State and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
- 4.10. **PURCHASE ORDERS.** To utilize the NASPO ValuePoint Master Agreement, each order must include the following information and be submitted to SHI International Corp.:
- (j) Order is subject to NASPO ValuePoint Master Agreement No. ADSP016-130651 and Washington Master Contract No. 06016;
 - (k) Purchase Order amount; and
 - (l) Purchaser's contact information (i.e., name, address, telephone number, email).
5. **LEASE AGREEMENTS:** Leasing or renting equipment is not allowed throughout the term of the Master Agreement.
6. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Alison Turner Tel: (425) 974-5997 Email: alison_turner@shi.com	Attn: Mike Dombrowsky Tel: (360) 407-8717 Email: mike.dombrowsky@des.wa.gov

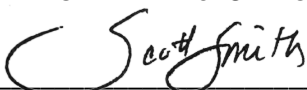
7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

8. GENERAL:

- (a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
- (b) **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (c) **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Participating Addendum shall survive and remain in effect following the expiration or termination of this Participating Addendum, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- (d) **ELECTRONIC SIGNATURES.** A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- (e) **COUNTERPARTS.** This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Its: Washington State IT Contract MGR

SHI INTERNATIONAL CORP.
A NEW JERSEY CORPORATION

By: 
Cassie Skelton

Its: Sr. Contracts Specialist



City Council Contract Agenda Bill

Meeting Date: 3/22/2021 **Agenda Item:** 4e

Subject: Interlocal Agreement 21-067-ENG-001 with Skagit County for Digital Aerial Photos Licensing

Staff Contact: Fred Buckenmeyer

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

Action Type: Interlocal Agreement

Summary Statement: City staff seeks approval to execute Interlocal Cooperative Agreement 21-067-ENG-001 with Skagit County, under which the City's GIS division will be able to use licensed Pictometry products for digital aerial photos.

Background: Skagit County has entered into an agreement with Pictometry International Corporation for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and all or portions of selected adjacent jurisdictions. That agreement has a provision to allow Authorized Subdivisions, including the City of Anacortes, to use licensed Pictometry products provided that the City follows the terms and conditions of the "Pictometry Delivered Content Terms And Conditions Of Use" and has an Agreement with Skagit County.

The City's current aerial photos are 10 years old. All departments use the aerials in our mapping programs on a daily basis. If the City was to contract out our own aerials, it would be close to \$85-\$90k. By going in with the County, we partner with the jurisdictions to share the cost.

Key Terms:

- The City will pay the County \$10,880.00 for a two-year license of Pictometry products, \$96 for two Pictometry Connect Explorer licenses for 2021, and an estimated \$96 for two Pictometry Connect Explorer licenses for 2022.
- The term of this Agreement shall be for two years.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 21-067-ENG-001 between City of Anacortes and Skagit County.

Alternative Actions: Not approve the interlocal

Attachments: 21-067-ENG-001

Contractor	Skagit County
Agreement Amount	\$11,072.00
Earmarked Funds	\$8,000.00 for 2021
BARS #	401.712.534.00.41
Budget Amendment Required?	No
Start Date	Execution
End Date	Two years

INTERLOCAL DIGITAL IMAGERY AGREEMENT BETWEEN SKAGIT COUNTY AND THE CITY OF ANACORTES

WHEREAS, Skagit County and the City of Anacortes are authorized to provide cooperative information services under the Interlocal Cooperative Act RCW 39.34; and

WHEREAS, Skagit County has entered into an Agreement (see Exhibit B) with Pictometry International Corporation, hereinafter referred to as “Pictometry”, for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and all or portions of selected adjacent jurisdictions; and

WHEREAS, Section C.2 of the Agreement between Skagit County and Pictometry has a provision to allow Authorized Subdivisions and their personnel, “Authorized Users”, to use licensed Pictometry products provided that the Authorized Subdivision follows the terms and conditions of the “Pictometry Delivered Content Terms And Conditions Of Use” (see Exhibit B) and has an Agreement with Skagit County; and

WHEREAS, The City of Anacortes is listed as an Authorized Subdivision and has evaluated the Pictometry products and determined that those products would be beneficial to their operations; and

WHEREAS, Skagit County and the City of Anacortes are interested in developing partnerships and working cooperatively with each other in order to reduce project costs and eliminate duplication of services; and

WHEREAS, the public will benefit from both the products received and the cost savings of such partnerships.

NOW, THEREFORE, Skagit County and the City of Anacortes agree to the following:

1. PARTIES

This AGREEMENT is made and entered into by and between the City of Anacortes, (“Agency”) and Skagit County, Washington (“County”) pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

Agency agrees to the terms of each service as set forth in this agreement, including:

- Exhibit A – Technical Imagery Services
- Exhibit B – Master Agreement between Pictometry International and the County
- Exhibit C – Statewide High-Resolution Imagery License Agreement

Copies of which are attached hereto and incorporated herein by this reference as if set forth herein.

2. TERM OF AGREEMENT

The term of this agreement shall be for two years from the date the Agency receives data from the County.

3. ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring performance under this Agreement.

County

Geoffrey Almvig, Skagit County GIS Manager

1700 East College Way

Mount Vernon, WA 98273

Telephone: (360) 416-1131

Email: geoffa@co.skagit.wa.us

Agency

Rob Hoxie

City of Anacortes – GIS Coordinator

904 6th street, Anacortes WA 98221

Telephone: 360-299-1988

Email: robh@cityofanacortes.org

4. TREATMENT OF ASSETS

No fixed or intangible assets or personal or real property will be jointly or cooperatively, acquired, held, or disposed of pursuant to this agreement.

The Pictometry products are licensed through Pictometry International and are subject to the provisions of the Master Agreement between Pictometry International and the County (see Exhibit B). The Agency is required to follow the terms and conditions of the “Pictometry Delivered Content Terms And Conditions Of Use” (see Exhibit B).

5. INDEMNIFICATION

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

6. TERMINATION

Any party hereto may terminate this Agreement upon thirty (30) days’ notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party’s last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Upon termination of this Agreement, Agency will pay its appropriated share for all services rendered within the current payment period.

7. TERMINATION OF AGREEMENT – EVENTS OF DEFAULT

This Agreement may be immediately terminated without notice upon an event of default, which events of default include but are not limited to the following:

- a) The Agency wrongfully uses the data provided by the County per terms of this agreement including all attachments.
- b) The Agency sells, gives, leases, or loans access to the screens or the data contained therein to any person or in any way, directly or indirectly, allows copies to be made by any person without the express written approval of the County.
- c) The Agency uses a service to process information whose rated security classification is higher than the rated security classification of the service. Classification levels are described in Exhibit A. Each service described in Exhibit A will have a classification level assigned to it.
- d) The Agency intentionally performs an action that will result in damage to data, software or hardware used to perform services as described in this agreement including all attachments.
- e) The Agency provides access to confidential or proprietary information to unauthorized individuals, third parties, software programs or interfaces, without prior written permission of the County.
- f) The Agency intentionally or unintentionally bypasses, security controls, policies, processes, or policies which would allow or create the possibility of allowing unauthorized access to confidential or proprietary information.

8. CHANGES, MODIFICATION, AMENDMENTS, AND WAVERS

The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

9. PUBLIC DISCLOSURE

As a public agency, the County is bound by the Public Disclosure and Criminal Records laws as declared in Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws.

Dissemination of data or information is the responsibility of the agency recording the data or information in accordance with this Agreement and Public Disclosure Act, Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws. Other entities will not disclose data except through specific contracts, court orders or agreements with application and data owners.

Agency and the County agree that all records are owned by the Agency and maintained by the County for the exclusive benefit of the Agency. Nothing in this agreement is intended to create a situation where the County has Agency records in its possession or control for purposes other than maintenance and operation of this agreement. Agency agrees that it is solely responsible for responding to public records requests the County receives for Agency records held by the County pursuant to the Services subject to this agreement.

In the event County receives a public records request for Agency information or records covered under this agreement, County will immediately forward such request to Agency. Agency will assume all responsibility for the handling and response to the forwarded request and agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees, costs and penalties by reason

of any and all claims and demands upon the County, its elected or appointed officials or employees related to any requests for Agency records covered under this agreement.

10. GENERAL SERVICE TERMS

10.1 Authorized Use

This agreement is intended for use by the Agency's authorized agents only. All accounts must be approved by the County.

10.2 The County may Prioritize Provision of Access

The County may limit, control or prioritize the access described herein to any extent necessary to prevent such from unreasonably disrupting the County's operations and to prevent excessive interference with other essential functions of the County and to the extent necessary to provide access to its public records by other members of the public.

This may include scheduled shutdowns for backups or maintenance and unscheduled shutdowns due to hardware or software malfunctions.

10.3 Software

Access to Pictometry imagery is through Pictometry's cloud-based application "Connect Explorer". A copy of the contract (C20160494) and amendment (A20200140) between Pictometry and the County is displayed in Exhibit B of this agreement and lists the terms of software/product use. These terms apply to both the County and the Agency. It is the responsibility of both the County and the Agencies to understand and follow the terms of use for Pictometry software and related products.

10.4 Agency Equipment Costs and Management

The Agency shall be responsible and liable for all costs incurred in the acquisition of equipment necessary to utilize Pictometry's software and products.

11. LIMITATION OF LIABILITY

11.1 Non-Conforming services

For any services which fail to conform to the specification(s) detailed in this Agreement and such failure is caused solely caused by the negligence of the County, the County's liability shall be limited to reimbursement of the quarterly charges in which the service(s) failed to conform.

If both parties are negligent, they agree to apportion between them the damage attributable to the actions of each. Agency is solely responsible for any damage caused in whole or in part by inaccurate or inadequate data, programs, or software furnished to the Agency by County.

Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

11.2 Loss or Damage To Agency Supplied Data

For any loss or damage to Agency supplied data or programs due to negligence of the County, Agencies liability shall be limited to reasonable attempts by County to replacement or regenerate lost or damaged data

from the County's supporting material. County shall limit reasonable attempts to restore information to 40 hours of staff time per incident per service.

11.3 Damage

Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein.

11.4 Third Party Claims

In the event that either party is found liable for damages to third parties as a result of the performance of services under this Agreement, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Agreement.

11. VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

12. PATENT/COPYRIGHT INFRINGEMENT

Agency will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Agency infringes any patent or copyright. The Agency will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a) Agency shall be notified promptly in writing by County of any notice of such claim.
- b) Agency shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

13. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

14. OWNERSHIP OF ITEMS PRODUCED

All writings, programs, data, public records or other materials prepared by the County and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

All writings, programs, data, public records or other materials prepared by the Agency and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the Agency. Vendors providing software, hardware or services shall retain all intellectual property rights for programs, documentation or other optional materials to County or Agency.

15. CONFIDENTIALITY

Proprietary or confidential information disclosed by either party to the other for the purposes of this Agreement, which is clearly so identified in writing as proprietary, shall be protected by the recipient in the same manner and to the same degree that the recipient protects its own proprietary information. Such information will be disclosed only to those employees of the recipient requiring access thereto in order to perform this Agreement. All information or data on the County network shall be treated as proprietary regardless of ownership.

The County has the right to refuse acceptance of proprietary or confidential information supplied by the Agency.

16. WAIVER

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

17. SURVIVAL

The provisions of paragraphs 5 (Indemnification), 7 (Termination), 11 (Venue and Choice of Law), 12 (Patent/Copywrite), 14 (Ownership of Items Produced), 15 (Confidentiality), 16 (Waiver), shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

18. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

- CITY OF ANACORTES -

_____.

Mayor

Date: _____.

Print Name: Laurie Gere

MAILING ADDRESS:

City of Anacortes

Contract Specialist

PO Box 547

904 6th Street

Anacortes, WA 98221

DATED this ____ day of _____, 2021.

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

Lisa Janicki, Chair

Peter Browning, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Exhibit A – Technical Imagery Services

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LIST OF IMAGERY PRODUCTS AND SERVICES

AERIAL IMAGERY SERVICE

This contract provides partnering agencies with a list of imagery products and services that are available to them through the County's procurement and partnership arrangement with Eagle View (Pictometry). The available products and services include:

- Pictometry Aerial Imagery
- Pictometry Connect Explorer (Optional Purchase)
- Pictometry Building Footprints (Optional Purchase)
- Professional Imagery Support Services (Optional Purchase)
- Statewide Contracted Hexagon Aerial Imagery

Some of the above products are offered as an optional purchase; meaning, that the partnering Agency has the option to purchase the product or service. For more information on these options and services, please see section 1 DEFINITIONS and Section 8 SERVICE FEES.

1. DEFINITIONS

1.1 Pictometry and EagleView

Pictometry is a company that was originally formed in the mid 1990's. In 2013, Pictometry merged with EagleView Technologies, creating a business focused on developing progressive imagery-based technology. Throughout this contract, the company and image technology will generically be referred to as "Pictometry" since most people identify with this technology (5-way viewing) as Pictometry.

1.2 Pictometry Aerial Imagery (Required Purchase)

In the spring of 2021, Pictometry will send planes to the northwest to capture county-wide aerial imagery. Ideally, the imagery will be collected in the March/April time frame; however, this is weather dependent and sometimes flights are completed in May or June. The imagery is captured in both orthographic (straight down) and oblique (side view) directions. Cities are shot at 2-inch resolution while the rural county is shot at 9-inch resolution. The raw imagery can be provided to partner agencies on disk drives supplied by the Agency or the imagery can be accessed online through Pictometry Connect Explorer using a license login (see Section 1.4 for more information). The participating Agency is required to purchase the imagery, but the Pictometry Connect Explorer licenses are optional. Raw imagery can be viewed within ArcGIS Desktop (a purchased product) using the "no-cost" Pictometry plug-in.

1.3 Statewide High-Resolution Aerial Imagery (Included Product)

Washington State has coordinated a State level agreement with Valtus Geospatial solutions which is the same company that flies the National Agriculture Imagery Program (NAIP) imagery every year. The County is a current partner in the State Imagery program and, as such, has the ability to share the imagery with partners in this agreement and who are State approved. This is contingent upon the County being able to continue to purchase the imagery in this program. If available, this is added value to the County's Digital Imagery Partnership Program.

Access to the imagery shall be provided by the County as a digital copy download. The imagery has one-foot resolution (Color and NIR) for the entire county and six-inch imagery in the urban areas flown every other year. The county wide one-foot imagery was last flown in 2019 and will be flown again in late summer of 2021. This imagery may not be available until 2022 due to processing time. The urban areas were flown in 2020 and will not be flown again till 2022. Partners who receive this data are required to follow the rules specified in Exhibit C

1.4 Pictometry Connect Explorer (Optional Purchase)

Pictometry Connect Explorer (optional purchase) is a web-based application that enables users to view and analyze Pictometry imagery. The application is hosted by Pictometry and displays both orthographic (straight down) and oblique (shot from the side) images and provides tools to measure distance, area, height, and elevation on oblique images and overlay GIS data. Connect Explorer is available to authorized user who has a license and it can be accessed from any web browser on a computer or mobile device. The exception to Connect Explorer access is with partners who are private companies. In these cases, these partners will need to work directly with Pictometry to have access to Connect Explorer.

1.5 Pictometry Building Footprints (Optional Purchase)

The County provides the option for partnering agencies to receive a GIS file of building footprints. Pictometry efficiently digitizes (traces) building that are 200 square feet and greater. Agencies requesting this information shall pay for this information as specified in Section 6.3.

1.6 Professional Imagery Support Services (Optional Purchase)

The County provides one hour of complimentary support; however, if the Agency should require additional Pictometry related support, they may make a request to the County for such support. Additional support shall be provided on a time and materials fee structure. For more information regarding this optional service, see Section 6.4.

2. COUNTY RESPONSIBILITIES

Upon completion of the image acquisition and signed Interlocal Agreement with the County, the County agrees to furnish the Agency the following products and services:

2.1 Data Delivery

Delivery of a portable disk drive containing all the licensed Pictometry products which shall include the image library. Additionally, the County shall provide SID files of the Statewide High-Resolution Aerial Imagery when it is available. The Agency shall provide the portable disk drive as specified in Section 3.4 of this Agreement.

2.2 Complementary Support

The County shall provide one hour of telephone technical support to help resolve issues and problems in the installation, maintenance, and use of licensed products provided herewith.

2.3 Pictometry Training

The County shall organize an end-user orientation training session which will be taught by Pictometry. The Agency may designate two authorized representatives to attend the training session. In addition, the County may organize one advanced user technical training session. The Agency may designate one authorized representative to attend this session.

2.4 Financial Management

The County shall provide annual billing for the use of licensed Pictometry products. This also includes oversight of the financial accounting between the County and Authorized Subdivisions.

2.5 Professional Support Services

The County may provide professional support services beyond the aforementioned requirements for training, technical support, product development, providing historic (2007, 2009, 2011 2013, 2015, 2017, and 2019) Pictometry imagery or other services that are related to the support of Pictometry products. These extended services shall require a Work Order and financial compensation as specified in Section 6.4.

2.6 Pictometry Connect Explorer

The County may provide Connect Explorer licenses to authorized partners. Access to these licenses are paid annually. License packages are provided by Pictometry in 50 and 100 license packs and the County will divide the licenses between Tier 1 and Tier 2 partners at a per license price as further defined in Section 6.2.

2.7 Pictometry Building Footprints

The County shall provide an Esri shape file of building footprints to agencies who have requested the building footprint service for areas outside of rural Skagit County. For more information on building footprints, see Section 6.3.

3. AGENCY RESPONSIBILITIES

Upon execution of the signed Interlocal Agreement with the County, the Agency agrees to the following:

3.1 Comply with Agreement Terms and Conditions

The Agency shall comply with this Interlocal Agreement and the terms and conditions of the Master Agreement between Pictometry International and the County (Exhibit B), Statewide High-Resolution Imagery License Agreement (Exhibit C), and Pictometry Connect Explorer license agreement (online click through EULA).

3.2 Liaison Assignment

The Agency shall designate one employee as a liaison between the County and the Agency as a single point of contact for technical support, training, work requests, and disseminating information to the Agency's end users. The designated Liaison and their contact information shall be reported to the County.

3.3 Liaison Role

Authorized users of the Agency shall direct all questions, requests, and other technical matters to the Agency's Liaison.

3.4 Disk Drive for Data Transfer

The Agency shall provide a portable disk drive, large enough to hold all the data, to the County so that Pictometry and the Statewide High-Resolution Imagery products can be loaded and delivered to the Agency.

3.5 Agency Distribution of Pictometry

The Liaison or their Designee shall distribute the Pictometry and the Statewide High-Resolution Imagery products to the Agency authorized users in accordance with this Agreement, Pictometry Master License Agreement Exhibit B) and the Statewide High-Resolution Imagery License Agreement (Exhibit C).

3.6 Internal Agency Training

The Agency is responsible for providing Pictometry training and technical support to their internal Authorized Users. The Agency is also responsible for ensuring that their Authorized Users understand the terms and conditions of this Agreement, Pictometry Master License Agreement (Exhibit B) and the Statewide High-Resolution Imagery License Agreement (Exhibit C).

3.7 Use of Pictometry Products by Contractors

Pictometry will allow, under certain conditions, the Agency to provide Pictometry products to contractors that are performing services to the Agency for compensation. These conditions are described in Schedule B, Sections 1, 2, and 3, of the Master Agreement between Pictometry International and the County (see Exhibit B). The Agency is responsible for adhering to Pictometry's terms and conditions of the Master Agreement between Pictometry International and the County (Exhibit B).

3.8 Use of Pictometry Products

The Agency is responsible for adhering to Pictometry's terms and conditions of the Master Agreement between Pictometry International and the County (Exhibit B). In addition to the Pictometry products, the Agency is responsible

for monitoring the use of Pictometry Connect Explorer licenses, if applicable. These licenses are only to be used by the Agency's authorized personnel. The Agency does not have the authority to allow anyone outside the Agency to use Pictometry Connect Explorer licenses.

3.9 Use of Statewide High-Resolution Imagery Products

The Agency is responsible for adhering to the terms and conditions of the Statewide High-Resolution Imagery License Agreement (Exhibit C).

3.10 Special Situations

There may be situations where internal software used by the Agency may have the ability to access Pictometry imagery outside of using the ArcGIS Plugin or Pictometry Connect Explorer application. In these situations, it is up to the Agency to purchase, install, maintain, and support this software. Additionally, the Agency is responsible for adhering to Pictometry's terms and conditions of the Master Agreement between Pictometry International and the County (Exhibit B).

4. SERVICE CONDITIONS

4.1 Acceptance of Completed Work

The County's Master Agreement with Pictometry is currently scheduled for image acquisition between March and April (leaf-off tree condition to insure more visibility) of 2021. However, this is contingent upon weather conditions. There is a possibility that the image acquisition may occur at a later date. Once the image acquisition is complete and the County has received and approved the Pictometry products, a copy of the Pictometry products shall be created on a portable disk drive, provided by the Agency, and delivered to Agency for final inspection. The Agency has ten (10) calendar days to inspect the product and notify, in writing, the County of any product errors, omissions, flaws, or incomplete work. If no errors are brought to the attention of the County within ten (10) calendar days, the product acceptance and delivery shall be considered complete.

4.2 Hours of Support

The County will give support from the Hours of 8:00 AM to 4:00PM Monday through Friday, excluding scheduled County holidays. Problem resolution shall be done during normal business hours unless it has been previously coordinated and approved by the County.

4.3 Confidential and Proprietary Information

The Agency acknowledges that they are a public agency and as such are required to allow members of the public access to certain materials within the Agency's control or possession. In the event the Agency receives a public records request for Pictometry's intellectual property, as defined in the Master Agreement between Pictometry International and Skagit County (Exhibit B) in Section B under subsection 5.2 (Confidentiality of Delivered Content), within five (5) business days of receiving such request and prior to providing any materials to the Requestor, the Agency will notify both the County and Pictometry of such request for information and will make attempts to provide Pictometry with adequate time to seek a protective order under applicable law. In the event of a request for public records, nothing in this Agreement shall prevent nor hinder the Agency from fully complying with the Washington state Public Records Act.

4.4 No Joint Venture or Partnership

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

5. DATA LIMITATIONS

5.1 Product Archival and Retention

The County is not responsible for the backup, retention, or archive of products provided to Agency. It is the Agency's responsibility to maintain hard copy and digital records in accordance with Public Records Laws (RCW, 40.14 and WAC, Section 434). In the event that the Agency requests from the County another copy of the Pictometry products, the County shall be financially compensated for their actual costs to create and deliver an additional copy of the Pictometry products.

5.2 Data Limitations

The County makes no warranty, expressed or implied, concerning products provided by the County or Pictometry including the content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. All products are expressly provided as is and with all faults. The County makes no warranty of fitness for a particular purpose, and no representation as to the quality of any products supplied to the Agency. No employee or agent of the County or the Agency is authorized nor may waive or modify this paragraph.

5.3 Spatial Accuracy

Electronic spatial data can be printed or represented at various scales other than the original source of the data. The Agency is responsible for adhering to industry standard mapping practices, which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets. For example, the Skagit County tax parcel data has an accuracy level of +/- 300 feet; whereas Pictometry imagery may have an accuracy of 15 feet or less. Overlaying these two datasets will potentially show significant shift in the data providing a false geographic representation.

6. SERVICE FEES (REQUIRED AND OPTIONAL)

With Pictometry's approval, the County is making Pictometry products available to Authorized Users as defined in the contract C20160494 (Exhibit B) between Skagit County and Pictometry. The Agency is listed as an Authorized Subdivision and therefore is eligible to purchase Pictometry products from the County. There are three areas of potential cost within this Agreement. They include:

6.1 Pictometry Aerial Imagery (Required Purchase)

This item covers the cost of the aerial image acquisition and the ArcGIS Plug-in software to view the imagery and make measurements from the imagery. These are required fees that must be paid by the Agency.

Imagery Costs: A two tier fee structure has been established to provide a simple and equitable cost plan for the purchase of Pictometry products for all Authorized Subdivisions. Tier one agencies are those agencies that have county-wide responsibilities. The costs for tier one agencies are \$7,500 per year for a total of \$15,000 (does not include tax) over the term of this Agreement (2-year term). The tier two agencies are those agencies that have city-wide responsibilities. The cost for tier two agencies is \$5,000 per year for a total of \$10,000 (does not include tax) over the term of this Agreement (2-year term). The Agency is considered a tier two Agency and therefore shall pay a total of \$10,000 for a two-year license of Pictometry products. The Pictometry Product Flight Fees may also include access to the Statewide High-Resolution Imagery (see Section 1.3) at no extra cost. Fees do not include sales tax in the pricing unless otherwise specified.

6.2 Pictometry Connect Explorer Licenses Fees (Optional Product)

Pictometry provides several ways to access the aerial image library. These include the ArcGIS Pictometry Plug-in (ArcGIS software required) and Pictometry Connect Explorer. The ArcGIS Plugin is included with the Pictometry Aerial Imagery whereas Pictometry Connect Explorer is an additional cost. Pictometry Connect is accessed through a web browser or mobile application and gives the user the ability to access the image library anywhere they have an internet

connection. Since this software is hosted by Pictometry, there is no need to install any software. This is the most flexible option provided by Pictometry to access the aerial imagery; however, there is an additional cost for this service. Partners who are private companies must acquire Connect Explorer licenses directly from Pictometry. The County is not contractually allowed to provide licenses to partners who are private companies.

The Connect Explorer service also provides direct access to several County geospatial data sets. These currently include road centerlines, tax parcels, tax points (pnumbers), major utilities, water bodies, city limits, water courses, county structures, points of interest, address labels, and trails.

Since this service is accessed through a Pictometry server and not a County server, service can go down without the County knowing. Scheduled down-times will be shared with partner agencies when they are provided to the County.

License Cost: Pictometry Connect Explorer licenses are concurrent, and organizations can have up to 5 times as many accounts set up as concurrent licenses. The Agency will annually notify the County how many licenses they desire to purchase; if any. The cost for each license is \$48 per year which includes sales tax. The County will send out annual invoices for the agreed upon number of licenses and provide the Agency with an Administration license account for their sub-organization. As stated in Section 2.6, License packages are provided by Pictometry in 50 and 100 license packs and the County divides the licenses between Tier 1 and Tier 2 partners at a per license price. If an Agency requests requires more licenses than are available in the current license pool, the agency will be required to pay the additional license package cost until other agencies also require more licenses.

Service Availability: Pictometry Connect Explorer is a web-based application hosted by Pictometry. The County is not responsible for any Pictometry Connect Explorer service outages (scheduled maintenance, software and hardware upgrades, system failures, and emergency maintenance). If there are problems with Pictometry Connect Explorer, the Agency shall contact the County and the County shall notify the application vendor.

License Terms and Conditions: Each Agency organization who use this software will have to agree to the online terms and conditions for using Pictometry Connect Explorer when they first begin using the service (see online EULA). In addition, the Agency will be solely responsible to maintain the user license accounts for their individual organization. If the Agency chooses not to purchase Pictometry Connect Explorer licenses, they can still access the aerial image library using the ArcGIS Plugin, but this does require the Agency to have a license of ArcGIS. The Pictometry Connect service will be turned off when the contract reaches its end date or if the contract is terminated.

6.3 Pictometry Building Footprints (Optional Product)

The County provides the option for partnering agencies to purchase building footprints for their jurisdiction if not already covered by the County. Buildings that are 150 square feet and greater are digitized and provided as an ESRI shapefile format. Agencies requesting this information shall pay for this information as an optional product. The cost for this service is dependent on the size of the area being requested.

The Agency has notified the County that it is not interested in obtaining Pictometry Building Footprints.

6.4 Professional Support Services (Optional Product)

The County provides one hour of complimentary support; however, if the Agency should require additional Pictometry related support they may make a request to the County for such support. Additional support shall be provided on a time and materials fee structure. Professional support services may include additional training, technical support, product development, providing historic (2007, 2009, 2011, 2013, 2015, 2017, and 2019) Pictometry imagery, or other service that is related to the support of Pictometry products.

Service Rates: are based on actual costs for services not fixed rates. Actual costs include overtime salary, benefits, and material costs. Overtime salary may be used instead of straight time salary since all extended service work will be

completed outside of the County's 40-hour work week. County employees are paid at different rates depending on their job classification and seniority. The County shall assign personnel to the project based on the complexity of the task and resource availability. All efforts shall be made by the County to minimize costs to the Agency where possible. Labor rates may also change due to natural step increases or unexpected changes outside the County's budget process, such as, union negotiations, change in personnel, change in County employee's salary and benefits, or other unexpected costs. If requested, the County will make available to the Agency a copy of the detailed expense report generated from the County's financial system.

Work Orders: All Professional support services shall require a signed Work Order prior to any work being completed for the Agency. The Work Order shall fully specify the services and deliverables to be provided. The Work Order shall also indicate the estimated cost and any other additional terms and conditions applicable to the service. The work estimates may not reflect the actual cost to complete the Work Order. The County will promptly inform Agency if actual costs will exceed the Work Order estimate by more than 20%. Work will commence only after both the Work Order has been agreed to and approved by Agency.

Time Tracking and Reporting: County will track employee, time, and cost for each unique issue or work request. The Agency may inquire as to the status of any outstanding requests. The Agency acknowledges that the County may give priority to completing its tasks and work assignments as a Skagit County department and the Agency understands that its Work Order may be interrupted and delayed due to other County business. It shall be County's responsibility to track and document each task so that the Agency has a clear understanding of the status of each request or task.

Overhead Costs: The County has an objective to ensure all costs of services provided to partner agencies are billed in full, including an indirect cost rate to cover overhead. The rate for the provided services is set at 15.6% for 2020. Invoices sent to the Agency shall include the salary and benefits, materials, and a 15.6% overhead cost. The overhead percentage shall be applied to the salary and benefits portion of the invoice. The rate may change periodically as new adjustments are applied and this Agreement shall use whatever is most current at the time of invoicing.

7. PAYMENT DATES

The total cost of this 2-year agreement is divided into two payments. The first payment is due one month after the Agency has received the Pictometry products. Typically, this occurs within the month of August. The second payment is due no later than one year after the first payment due date.

8. INVOICES AND LATE PAYMENTS

The County will invoice THE Agency when products are delivered and accepted. Payment is due upon receipt of invoice by Agency and becomes delinquent 30 days thereafter. A late payment charge may be applied to any remaining balance 60 days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at the rate of 1% per month.

9. DISPUTES

The Agency will promptly notify the County of disputes regarding invoices, or of services which the Agency believes do not conform to the agreed upon terms of this Agreement.

10. PAYMENT OF TAXES

Taxes are not included in the prices listed in this agreement unless otherwise specified (i.e. Connect Explorer licenses do include sales taxes).

11. TOTAL CONTRACT COST

The following are the costs of this agreement:

- Pictometry Imagery: The Agency is considered a tier two agency and therefore shall pay a total of \$10,000 (two \$5,000 payments) plus tax for a two-year license of Pictometry products. The first payment will be due in 2021 and the second payment will be due in 2022. Statewide High-Resolution Imagery may be Included with the Pictometry imagery.
- Pictometry Connect Explorer: The Agency has requested 2 Pictometry Connect Explorer licenses at a cost of \$48 per license per year (tax is already included in this price). For 2021, the Agency will pay \$96 for these licenses. For 2022, the number of licenses may change depending on the Agencies need.
- Pictometry Building Footprints: The Agency has elected not to purchase building footprints.

Exhibit B – Master Agreement between Pictometry International and the County

EXHIBIT B - MASTER AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL AND THE COUNTY

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
SKAGIT COUNTY, WA ("CUSTOMER")**

1. Pursuant to the GSA Federal Supply Schedule referenced above, the following order being placed is subject to the terms and conditions of the Schedule (if purchasing Open Market items some exceptions may apply).

SKAGIT COUNTY
Contract # C20160494
Page 1 of 15

2. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Software License Agreement

Section C: Non-Standard Terms and Conditions (applicable to Open Market items only)

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

3. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
1800 Continental Place	25 Methodist Hill Drive
Mount Vernon, WA 98273	Rochester, NY 14623
Attn: Joshua Greenberg, GIS	Attn: Contract Administration
Phone: (360) 416-1136 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

5. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
6. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
8. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
9. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be

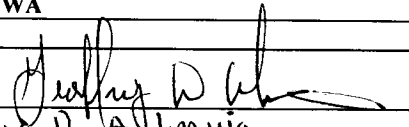
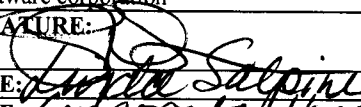
GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

10. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
11. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
SKAGIT COUNTY, WA	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Geoffrey D. Almvig	NAME: David Salpini
TITLE: GIS Manager	TITLE: Corporate Vp. President
DATE: 11/08/2016	EXECUTION DATE: 1/13/16
	DATE OF RECEIPT (EFFECTIVE DATE):

See attached page for County
authorization.

DATED this 5 day of December, 2016.

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

ABSENT

Lisa Janicki, Chair

Ron Wesen, Commissioner

Kenneth A. Dahlstedt, Commissioner

Attest:

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

Department Head

County Administrator

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C184302

BILL TO
Skagit County, WA
Joshua Greenberg, GIS
1800 Continental Place
Mount Vernon, WA 98273
(360) 416-1136
joshg@co.skagit.wa.us

SHIP TO
Skagit County, WA
Joshua Greenberg, GIS
1800 Continental Place
Mount Vernon, WA 98273
(360) 416-1136
joshg@co.skagit.wa.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A118219	pcani	Biennial

US GSA CONTRACT NO.	35F-0801N
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FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE¹
927	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$80.00	\$66.40 (17.0%) Long-Term Incentive Discount	\$61,552.80
129	IMAGERY - 4in, 5-way, OCB (N5) Per Sector	Product includes 4-inch GSD color balanced oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	\$416.00	\$345.28 (17.0%) Long-Term Incentive Discount	\$44,541.12
927	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50.0%)	\$4,635.00
129	Tiles - Standard (4in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50.0%)	\$1,290.00
1	FutureView Advanced Training (Conference Only)*	Conference registration to advanced training designed to maximize deployment. Includes event registration (no airfare or hotel). Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$699.00		\$699.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of	\$0.00		\$0.00

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

		telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
SUBTOTAL – Flight Number (Ordinal)					\$112,916.92

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE¹
927	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$80.00	\$70.40 (12.0%) Long-Term Incentive Discount	\$65,260.80
129	IMAGERY - 4in, 5-way, OCB (N5) Per Sector	Product includes 4-inch GSD color balanced oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	\$416.00	\$366.08 (12.0%) Long-Term Incentive Discount	\$47,224.32
927	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50.0%)	\$4,635.00
129	Tiles - Standard (4in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50.0%)	\$1,290.00
1	FutureView Advanced Training (Conference Only)*	Conference registration to advanced training designed to maximize deployment. Includes event registration (no airfare or hotel). Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$699.00		\$699.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
SUBTOTAL - Flight Number (Ordinal)					\$119,308.12

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE ¹
927	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$80.00	\$74.40 (7.0%) Long-Term Incentive Discount	\$68,968.80
129	IMAGERY - 4in, 5-way, OCB (N5) Per Sector	Product includes 4-inch GSD color balanced oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	\$416.00	\$386.88 (7.0%) Long-Term Incentive Discount	\$49,907.52
927	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50.0%)	\$4,635.00
129	Tiles - Standard (4in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50.0%)	\$1,290.00
1	FutureView Advanced Training (Conference Only)*	Conference registration to advanced training designed to maximize deployment. Includes event registration (no airfare or hotel). Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$699.00		\$699.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SUBTOTAL – Flight Number (Ordinal) | \$125,699.32

Thank you for choosing Pictometry as your service provider.	TOTAL	\$357,924.36
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¹Amount per product = ((1-Discount %) * Qty * List Price)

***OPEN MARKET ITEMS ARE ALSO KNOWN AS INCIDENTAL ITEMS, NON-CONTRACT ITEMS, NON-CONTRACT ITEMS, AND OTHER DIRECT COSTS (ODS'S). OPEN MARKET ITEMS ARE NOT ON THE GSA CONTRACT AND THEREFORE SHOULD BE TREATED AS OPEN MARKET PURCHASES. THIS AGREEMENT CONTAINS OPEN MARKET ITEMS. OPEN MARKET ITEMS ARE ALLOWED UNDER CIRCUMSTANCES SET FORTH IN FAR 8.402(F). OPEN MARKET ITEMS ARE SUBJECT TO PICTOMETRY'S APPLICABLE LICENSE TERMS AND CONDITIONS.**

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

FIRST PROJECT

Due On or Before January 1, 2017	\$29,827.03
Due at Initial Shipment of Imagery	\$29,827.03
Due at First Anniversary of Shipment of Imagery	\$59,654.06
Total Payments	\$119,308.12

SECOND PROJECT

Due at Initial Shipment of Imagery	\$59,654.06
Due at First Anniversary of Shipment of Imagery	\$59,654.06
Total Payments	\$119,308.12

THIRD PROJECT

Due at Initial Shipment of Imagery	\$59,654.06
Due at First Anniversary of Shipment of Imagery	\$59,654.06
Total Payments	\$119,308.12

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

Product: IMAGERY - 9in, 5-way, OCB (C5) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - 4in, 5-way, OCB (N5) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

SECOND PROJECT

IMAGERY

Product: IMAGERY - 9in, 5-way, OCB (C5) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - 4in, 5-way, OCB (N5) Per Sector
Elevation Source: USGS

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

Leaf:

Leaf Off: Less than 30% leaf cover

THIRD PROJECT IMAGERY

Product:
Elevation Source:
Leaf:

IMAGERY - 9in, 5-way, OCB (C5) Per Sector
USGS
Leaf Off: Less than 30% leaf cover

Product:
Elevation Source:
Leaf:

IMAGERY - 4in, 5-way, OCB (N5) Per Sector
USGS
Leaf Off: Less than 30% leaf cover

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category II and higher.
 - ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
 - ☐ **Terrorist:** areas affected by damage from terrorist attack.
 - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

- 5.1 Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.
- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Notwithstanding anything herein to the contrary, in the event that the funds due for the subsequent Project and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the subsequent Project;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent Project shall be deemed postponed until such time as funds for the subsequent Project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

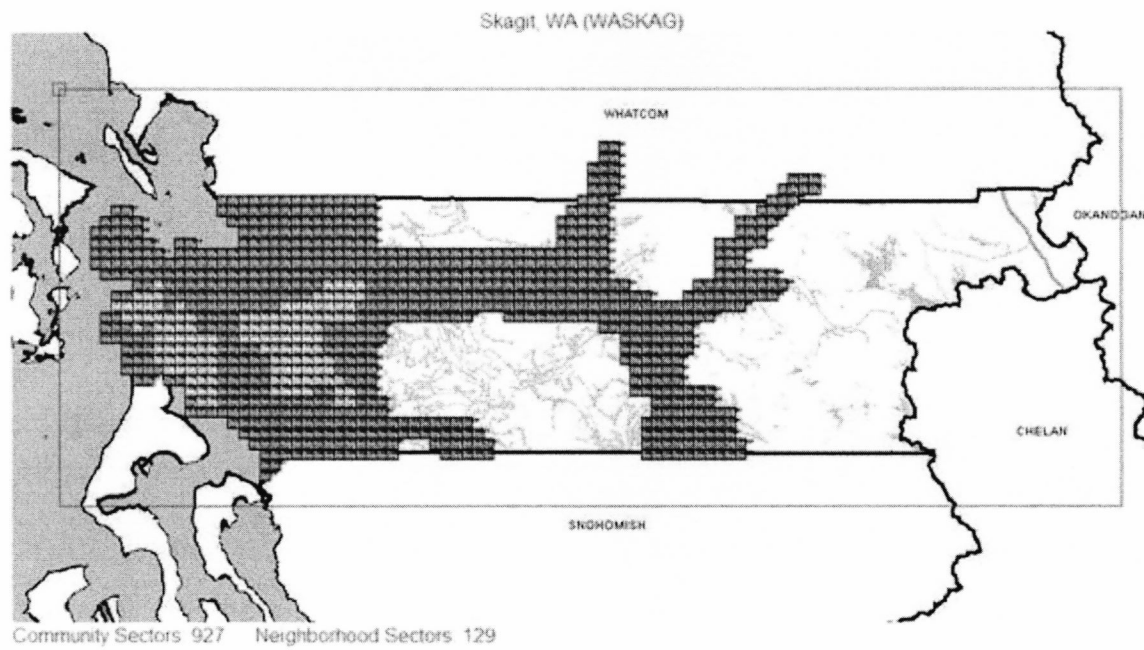
2. Notwithstanding anything set forth to the contrary in this Agreement, the following entities shall also be deemed Authorized Subdivisions and their personnel shall be deemed Authorized Users under the terms and conditions of the Pictometry Delivered Content Terms and Conditions of Use:

- Port of Anacortes
- City of Burlington
- Mount Vernon
- Port of Skagit
- Swinomish Tribe
- PUD – Public Utility District
- SRSC - Skagit River System Cooperative
- City of Sedro Woolley
- Skagit 911 (in the event they become a partner with the Customer)

3. Puget Sound Energy ("PSE") will also be granted access to the imagery identified herein through a separate Connect Account upon PSE entering into a Connect License Agreement satisfactory in form to Pictometry. Each term is a consecutive two (2) year period. There are three (3) (or more in the event a Project is postponed) two (2) years terms that coincide with the Projects stated herein. Term commences on date of activation. Activation will occur upon Pictometry's receipt of a fully executed Connect License Agreement. A new Connect License Agreement will have to be entered into by PSE upon the expiration of each term and is contingent upon Pictometry's receipt of the same.

[END OF NON-STANDARD TERMS AND CONDITIONS]

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")
SECTOR MAP(S)





CERTIFICATE OF LIABILITY INSURANCE

4/1/2017

DATE (MM/DD/YYYY)

4/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000	CONTACT NAME:	FAX (A/C. No.):	
	PHONE (A/C. No. Ext.):	E-MAIL ADDRESS:	
INSURED 1364617 EagleView Technology Corporation Eagle View Technologies, Inc. Pictometry International Corp. 25 Methodist Hill Drive Rochester NY 14623	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Federal Insurance Company		20281
	INSURER B : Chubb Indemnity Insurance Company		12777
	INSURER C : Columbia Casualty Company		31127
	INSURER D : Great Northern Insurance Company		20303
	INSURER E :		
INSURER F :			

COVERAGES PICTO-1 **CERTIFICATE NUMBER:** 12251380 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	N	3589-3989	4/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	(16) 9947-3477	4/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y	N	7984-8938	4/1/2016	6/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	7175-0510	4/1/2016	4/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (E&O) Claims-Made Policy	N	N	596672378	4/1/2016	6/1/2017	Limit: \$5,000,000 each Claim/Agg. SIR: \$100,000 each claim Retro Date: 5/7/2007

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Skagit County, its elected officials, officers and employees are additional insureds for General Liability as respects operations of the named insured.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**12251380**Skagit County GIS
700 South 2nd Street
Mount Vernon WA 98273

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPR

Exhibit C – Statewide High-Resolution Imagery License Agreement

EXHIBIT C – STATEWIDE HIGH-RESOLUTION IMAGERY END USER LICENSE AGREEMENT

HEXAGON END USER ACCESS AGREEMENT

IMPORTANT - READ CAREFULLY BEFORE ACCESSING INFORMATION FROM THIS HEXAGON-ENABLED WEB SITE, DOWNLOADING INFORMATION OR USING SERVICES FROM HEXAGON. BY ACCESSING THIS HEXAGON-ENABLED WEB SITE OR OTHER MEANS OF ACCESSING OR DOWNLOADING INFORMATION, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT ACCESS THIS INFORMATION FROM ANY HEXAGON-ENABLED WEB SITE, OR OTHER MEANS OF ACCESSING OR DOWNLOADING INFORMATION. ACCESS TO THE GEOSPATIAL DATA IS GRANTED BY HEXAGON EXCLUSIVELY ON THESE TERMS OR OTHER TERMS EXPRESSLY AGREED IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF HEXAGON.

This End User Access Agreement is between you and Leica Geosystems Inc. (“Hexagon”), a Delaware corporation with a place of business at 5051 Peachtree Corners Cir., Suite 250, Norcross, GA 30092, USA.

Access and Rights. During the subscription period as set forth in the ordering webpage, Hexagon grants access to various physical world data including but not limited to; 1) stereo, ortho-rectified, and/or oblique aerial imagery, 2) point cloud, elevation, and/or digital surface model data, 3) various derivative natural or humanmade geographic feature data, and 4) associated metadata or attribute information (the “Geospatial Data”) through the online services provided by Hexagon (the “Services”) to you and such other persons authorized by you to use the Services in accordance with the Acceptable Use Policy (you and such authorized users hereinafter being collectively referred to as the “Authorized End Users”), for which you have paid the required fees. You are responsible for compliance with the terms of this End User Access Agreement by the Authorized End Users you delegate or to whom you grant log-in credentials to the Services.

During the subscription period set forth in the ordering webpage, and subject to payment of fees and compliance with this Agreement, Authorized End Users may (i) consume Geospatial Data through a desktop and/or web-based GIS application (to the extent compatible with the Geospatial Data), (ii) combine vector layers and other data sets with the Geospatial Data, (iii) create reports, marketing collateral, and other work product of yours (“Your Work Product”) containing the Geospatial Data (iv) print images of Geospatial Data in hardcopy. You may deliver, or give access to, Your Work Product to your customers, provided your customers are bound not to distribute, copy or publish Your Work Product containing the Geospatial Data except for internal purposes and not for further sale or distribution, unless you are using an unpaid evaluation license, in which case you may not copy, give access to, or distribute Your Work Product that contains the Geospatial Data. For purposes of this End User License Agreement “internal purposes” means use consistent with CTS’ provider status in RCW 43.105.

Attribution. In Your Work Product (including work product created by you or your other Authorized End Users) that contains or reproduces the Geospatial Data, you shall give notice that the Geospatial Data is “Copyright 2019 Hexagon” or as adjusted to the then current year or such other notice as Hexagon may instruct from time to time in writing.

Ownership. Geospatial Data is not sold to the Authorized End User and no ownership rights are transferred to the Authorized End User. The Geospatial Data is owned by Hexagon or its licensors.

Confidentiality. “Confidential Information” means all information disclosed by Hexagon (“Disclosing Party”) to an Authorized End User (“Receiving Party”), whether orally or in writing, that is designated as confidential or that relates to the Services, including the terms of this Agreement (including pricing). Confidential Information excludes any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) is not exempt under the Washington Public Records Act RCW 42.56.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who are under confidentiality obligations with the Receiving Party not materially less protective than those herein. The Receiving Party shall destroy Confidential Information in its possession upon termination of this agreement. Nothing in this section grants rights to Geospatial Data greater than those set forth in section 1 of this Agreement.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

Fees and Taxes. The ordering web page sets forth the fees, subscription term and other terms related to access and use of the Geospatial Data, and is hereby incorporated into, and forms a part of, this Agreement. Fees are exclusive of all applicable sales, use, value added, GST, and other taxes (and all applicable tariffs, customs duties and similar charges), and you will be responsible for payment of all such taxes (other than taxes based on the net income of Hexagon), tariffs, duties and charges (and any related penalties and interest), payable in connection with this Agreement or the provision of Services hereunder. The total invoice amount for fees is subject to increase by the amount of any taxes which Hexagon is required to pay and/or which you are required to withhold, collect or pay upon the fees so that Hexagon receives the full amount of the fees invoiced. If you are claiming tax exemption status, you must provide a copy of a valid tax exemption certificate.

Restrictions. The Geospatial Data and Services may only be used by the Authorized End User or by individual users authorized in writing by Hexagon, and not by any other party, whether or not affiliated with the Authorized End User. Except as otherwise expressly provided in this End User Access Agreement, no part of the Geospatial Data, the Services or products derived therefrom, or any right granted under this Agreement may be copied, sold, rented, leased, lent, sub-licensed, disclosed, or transferred to any other person or entity. The Authorized End User shall not use any part of the Geospatial Data or the Services to develop or derive any other product or service for distribution, disclosure, or commercial sale, whether by hardcopy, digital medium or web service, without a license specifically authorizing it to do so, with the understanding that no such right is granted under this Agreement except in connection with Your Work, which your customers may use for internal purposes, strictly as provided in paragraph 1. You have no other rights to the Geospatial except as expressly set forth in paragraph 1 or the ordering web page. Without limiting the foregoing, you may not re-sell or re-distribute or give access to the Geospatial Data as a web service. You may not use the Geospatial Data in connection with a service bureau or for time-sharing purposes or in any other way allow third parties to exploit the Geospatial Data, except your customers as specifically authorized by this End User Access Agreement. You shall not provide passwords or other log-in information to any third party, except as specifically authorized by this End User Access Agreement. The Authorized End User acknowledges that the Geospatial Data and

Services contain and embody proprietary materials, valuable data, trade secrets, and copyrights of Hexagon and its licensors and suppliers. Unauthorized reproduction, modification, distribution, or display of the Geospatial Data or the Services in whole or in part, and in any manner not expressly authorized in this Agreement, are prohibited. The Authorized End User shall keep confidential and use its best efforts to protect the Geospatial Data and the Services and prevent their unauthorized disclosure or use. The Authorized End User shall immediately notify Hexagon upon discovering evidence of a current or threatened misuse or unauthorized use or disclosure of the Geospatial Data or Services by any party. The Authorized End User may not modify, distort, disassemble, decompile or in any way attempt to reverse engineer the Services or any software provided as part of the Geospatial Data or the Geospatial Data itself. Each Authorized End User shall comply with the Acceptable Use Policy.

The Authorized End User may not transfer the Geospatial Data to or store the Geospatial Data or the Services in any electronic network for use by more than the number of users authorized in writing by Hexagon, unless it obtains prior written permission from Hexagon and pays associated additional fees.

If the Authorized End User is a federal, provincial, state or local government agency, the Geospatial Data is licensed solely to the particular agency and not to any other government agency unless explicit authorization has been received from Hexagon.

Evaluation Access. Hexagon may grant a right to access the Services during an evaluation period. In addition to the restrictions set forth above, Authorized End Users, during an evaluation period, shall use the Services for evaluation only, and shall not use the Services for any commercial or profit-making activity, including, but not limited to, non-revenue commercial activities such as marketing, bid submission, and promotion. Upon termination of the evaluation period, the Authorized End Users shall return or destroy all Geospatial Data and any reports, documents or files incorporating the Geospatial Data.

Non-Hexagon Services. Hexagon may offer certain Services, or features or functions within Services, made available by unaffiliated third parties ("Non-Hexagon Services"). Accessing such Non-Hexagon Services may cause your computer to communicate with a third-party website. Such connectivity or access to third-party websites or third-party materials is governed by the terms found on such sites, and access to and use of Non-Hexagon Services may require your agreement to separate terms. Linking to or use of Non-Hexagon Services constitutes your agreement with such terms. Hexagon Group Companies are not a party to such third-party agreements and are not responsible for such Non-Hexagon Services. Hexagon may at any time, for any reason, modify or discontinue the availability of any Non-Hexagon Services.

Hexagon Affiliates. You acknowledge that Hexagon has Affiliates and subcontractors worldwide. You acknowledge and agree that Hexagon affiliates and subcontractors are entitled to provide the Services to you.

Warranty Disclaimer and Limit of Liability. THE GEOSPATIAL DATA AND THE SERVICES ARE PROVIDED "AS IS," AND HEXAGON MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UPTIME, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT WILL HEXAGON AND ITS AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOST DATA. THE AUTHORIZED END USER ACKNOWLEDGES THAT ITS SOLE REMEDY UNDER THIS AGREEMENT IS TO REQUIRE HEXAGON TO REDELIVER THE GEOSPATIAL DATA GIVING RISE TO ANY BREACH OF THIS AGREEMENT OR BREACH OF DUTY. THE AGGREGATE LIABILITY OF HEXAGON FOR ALL OTHER LOSSES, LIABILITIES, CLAIMS, DAMAGES OR ASSESSMENTS, OF ANY KIND OR NATURE, SHALL NOT EXCEED THE LICENSE FEES PAID BY THE AUTHORIZED END USER TO HEXAGON WITH RESPECT TO THE GEOSPATIAL DATA OR THE SERVICES AT ISSUE IN ANY DISPUTE OR CLAIM.

The Authorized End User agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether the Authorized End User has accepted the Geospatial Data or any other product or service delivered by Hexagon. The Authorized End User acknowledges and agrees that Hexagon has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

In addition, in no event shall Hexagon be liable for any third-party websites that appear in or are referenced by the Hexagon ordering web page.

Acceptable Use. You shall ensure all your Authorized End Users comply with the Acceptable Use Policy (“AUP”). The latest version of AUP posted <https://hxgncontent.com/global/acceptable-use-policy>, is incorporated herein by reference. An Authorized End User may be prompted with review and acceptance of the AUP to gain access to the Services. Hexagon reserves the right to change the AUP at any time. Any update to the AUP may require each Authorized End User to re-accept the modified AUP. Failure to comply with the AUP may result in suspension of the Services or termination of this Agreement for material breach. During any period of suspension, you will still be liable for payment of the applicable fees.

Term. Hexagon may terminate this End User Access Agreement, which will terminate all access to the Services and the Geospatial Data, if the Authorized End User fails to comply with any term of this Agreement. In the event of termination, the Authorized End User must immediately return the Geospatial Data to Hexagon or destroy it and certify this destruction in writing to Hexagon.

Complete Agreement. This Agreement and ordering web page set forth the complete and exclusive statement of the understanding between the Authorized End User and Hexagon with respect to the Geospatial Data and the Services and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. If any provision is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable. Without the prior written consent of Hexagon, neither this Agreement nor any of the rights granted by it may be assigned or transferred by the Authorized End User. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation.

Export. You acknowledge that this Agreement and the performance thereof is subject to compliance with any and all applicable Swiss, Canadian, EU and United States laws, regulations, or orders relating to export. You expressly acknowledge and agree that you will not export, re-export, transfer or release the Geospatial Data in whole or in part to (a) any EU, Swiss, Canadian and/ or U.S. embargoed country (or to a national or resident of any EU, Swiss, Canadian and/ or U.S. embargoed country); (b) any person on the U.S. Treasury Department’s list of Specially Designated Nationals; (c) any person or entity on the U.S. Commerce Department’s Table of Denial Orders; or (d) any person or entity on any EU or Swiss or US Denied Parties Lists; or (e) any person or entity where such export, re-export or provision violates any EU or Swiss or Canadian or U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to EU or Swiss or Canadian or U.S. export laws as they may occur from time to time.

Force Majeure. Except for your payment obligations, neither party will be held liable or responsible for delay or failure to perform any of such party's obligations under this Agreement occasioned by any cause beyond its reasonable control, including but not limited to war; terrorist acts; civil disturbance; fire; flood; earthquake; acts or defaults of common carriers; governmental laws, acts, regulations, embargoes or orders; or any other cause, contingency or circumstance not subject to such party's reasonable control. The affected party will resume full performance of interrupted obligations as soon as practicable upon cessation of intervening causes.

Notices. Notices permitted or required under this Agreement shall be in writing and delivered personally (including courier service), by certified or registered mail, return receipt requested, or by confirmed facsimile transmission. Notices shall be effective upon receipt. If notice is sent to Hexagon, it shall be directed to Attn: Legal Department.

Precedence. In the event of a conflict or inconsistency in the Agreement documents, the following order of precedence shall apply: (i) the ordering webpage, (ii) the Acceptable Use Policy, and (iii) this End User Access Agreement. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

Governing Law. The interpretation, Agreement shall be governed by the following law: (a) if the Authorized End User is a government entity, the applicable laws of the Authorized End User, (b) in all other cases, the law of the state of Georgia, U.S.A., excluding its choice of law principles.

Restricted Rights to U.S. Federal Agencies. As prescribed in FAR 27.409(f), the Geospatial Data is existing data, and is licensed to the

U.S. government under clause: 52.227-18 Rights in Data-Existing Works.

No Joint Venture. This Agreement shall not create any relationship between you and Hexagon as joint ventures, partners, associates, or principal and agent. Neither party is granted any right of authority and shall not create any obligation or responsibility for or on behalf of the other party. Neither party shall have the authority to bind the other party.

Electronic Agreement. You expressly consent and agree that ordering webpages and related Hexagon forms may be electronically signed or acknowledged and agreed, and that such electronic signatures shall be treated, for purposes of validity, enforceability as well as admissibility, the same as written signatures.

Special Terms and Conditions which are granted to Washington State with regards to the End User License Agreement.

Special Terms and Conditions

1. The following entities shall be allowed unlimited access licenses;
 - a. All State Government Agencies and Regents-level institutions
 - b. All County-level governments
 - c. All Municipal (city) governments
 - d. All Public Safety Answering Points (PSAP)
 - e. Tribes who are served and part of E911 and NG911
 - f. Any commercial firm or organization holding an active contract to conduct work on behalf of the entities listed above.
2. Authorized users shall be allowed to develop and publish, not for monetary gain, publicly available web applications which utilize ortho- imagery or web map service(s), in a view-only mode with no download capability.
3. Authorized users shall be allowed to print and distribute, not for monetary gain, hardcopy format maps that display the orthoimagery.
4. At the end of the contract period , all previous vintage data will enter into a perpetual license. At the end of the contract period, if not renewed, the web services will no longer be provided. However, the license allows for perpetual use of the previous vintage data for all approved users. Upon renewal of the contract or refresh of the data, the previous vintage data will be allowed in the public domain.



City Council Agenda Bill

Meeting Date: March 22, 2021 **Agenda Item:** 4.f.

Agenda Item Title: Resolution 3025: Extending the Duration of Resolution 2082 Providing Temporary Procedures to Respond to the COVID-19 Epidemic

Staff Contact(s): STEVE HOGLUND

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
STEVE HOGLUND	Resolution
DARCY SWETNAM	

Item Summary: The City of Anacortes first responded to the Covid crisis with [Resolution 2082](#) adopted on 3/16/2020, which (in part) directed that Council and Committee meetings be held remotely. The provisions of Resolution 2082 have been extended by resolution several times since then. The current resolution extended the provisions through 3/31/2021, and therefore will expire after the last regular Council meeting of March, if not extended further. It is recommended the existing Covid response provisions, including remote meeting requirements, be extended through 6/30/2021.

Budget Impact:
No direct budget impact.

Previous Action: On March 16, 2020 City Council adopted Resolution 2082 Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic.

On April 27, 2020 City Council adopted Resolution 2085, extending the duration of Resolution 2082 through July 31, 2020.

On July 27, 2020 City Council adopted Resolution 2096, extending the duration of Resolution 2082 through September 30, 2020 with the exception of paragraph 3c which expired July 31, 2020. Under Resolution 2096, both public comment and public hearings are allowed electronically.

On September 21, 2020 City Council adopted Resolution 3000, extending the duration of Resolution 2082 through December 31, 2020.

On [December 28, 2020](#) City Council adopted [Resolution 3010](#), extending the duration of Resolution 2082 through March 31, 2021, with the exception of paragraph 4(a), as the hiring freeze provision had been adopted in the 2021 budget ordinance 3078.

On [March 15, 2021](#) City Council reviewed draft [Resolution 3025](#) and directed staff to bring the resolution back on the Consent Agenda at the March 22, 2021 meeting with revisions to sections 2c and 2d of original Resolution 2082.

Recommended Motion: I move to adopt Resolution 3025 extending the Covid response procedures through June 30, 2021.

Alternative Actions: Do not adopt new procedures and revert to procedures adopted by Resolution 2044; propose alternative procedures; propose alternative expiration date.

Attachments (listed in order presented):

1. Resolution 3025 extending Resolution 2082

RESOLUTION NO. 3025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES EXTENDING THE DURATION OF RESOLUTION 2082 PROVIDING TEMPORARY PROCEDURES TO RESPOND TO THE COVID-19 EPIDEMIC

WHEREAS, on March 16, 2020 City Council adopted Resolution 2082 ratifying a proclamation of emergency and providing temporary procedures to respond to the COVID-19 epidemic; and

WHEREAS, on April 27, 2020 City Council adopted Resolution 2085 extending the duration of Resolution 2082 through July 31, 2020; and

WHEREAS, on July 27, 2020 City Council adopted Resolution 2096 extending the duration of Resolution 2082 through September 30, 2020; and

WHEREAS, on September 21, 2020 City Council adopted Resolution 3000 extending the duration of Resolution 2082 through December 31, 2020; and

WHEREAS, on December 28, 2020 City Council adopted Resolution 3010 extending the duration of Resolution 2082 through March 31, 2021; and

WHEREAS, the public emergency for the novel coronavirus (COVID-19) continues and the future course of the emergency remains uncertain,

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that:

Section 1 – Continuing Effect of Resolution 2082

The provisions of Resolution 2082 shall remain in effect until June 30, 2021, or earlier if rescinded by future City Council resolution, with the exception of Section 3(C) which expired on July 31, 2020, Section 4(A) which expired on December 31, 2020, Section 2(C) which expired March 31, 2021, and Section 2(D) which expired March 31, 2021.

Section 2 – Public Hearings

Any public hearing that cannot be held in person during the effective period of this resolution must offer public participation via telephone and other electronic means. City Council and staff will also encourage and accept public comment via email or written comment.

Section 3 – Culture and Recreation

The Anacortes Public Library will follow State and Local Health department guidelines in establishing a timeline and capacity plan in allowing on premise patrons to use the Anacortes Public Library. Likewise, the Anacortes Parks and Recreation department will follow State and

local Health department guidelines in allowing Citizens to use City Parks, and provide Recreational Opportunities.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 22nd day of March, 2021.

LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steven D. Hoglund, City Clerk Treasurer



City Council Agenda Bill

Meeting Date: March 22, 2021 **Agenda Item:** 4.g.

Agenda Item Title: Anacortes Family Center Social Worker Contract #21-061-IDS-001

Staff Contact(s): JOHN SMALL, DARCY SWETNAM

Approved for Submittal to Council by **Action Type**

DAVE FLOYD

Discussion

DARCY SWETNAM

Item Summary: A contract between the City of Anacortes and the Anacortes Family Center (AFC) to provide assistance those contacted by City staff who are in need of homeless services, chemical dependency counseling or ongoing case support. This is a pilot program. The AFC will be available 7 days a week to assist City staff in these areas. The AFC would receive \$50,000 per year and provide regular reports to the City tracking their case loads.

Budget Impact:

The \$50,000 annual funding would come from the Police Department budget designated for a social worker.

Previous Action: This item has been discussed at a Housing Affordability and Community Services Committee meeting in February 2021. The [first draft](#) of the agreement was presented at the [March 15, 2021](#) City Council meeting and public comment was received. Councilmembers directed staff to revised the contract and bring it back to Council for action on the Consent agenda.

Recommended Motion: I move to authorize the mayor to sign Contract #21-061-IDS-001 with the Anacortes Family Center.

Alternative Actions: Continue review and revision of the contract.

Attachments (listed in order presented):

1. AFC Social Work Agreement



AGREEMENT 21-061-IDS-001
Between
THE CITY OF ANACORTES
Anacortes Family Center

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and the Anacortes Family Center, hereinafter referred to as the "AFC", together referred to as "Parties".

WHEREAS the City works cooperatively with the AFC to address homelessness and those in need due to crises involving addiction, violence and mental health; and

WHEREAS the City has seen greater success in addressing these issues due to the expertise and case workers provided by the AFC; and

WHEREAS the City staff in the Anacortes Police Department, Planning Economic and Community Development and Parks and Recreation see a reduction in staff time and call volume in cases where there is collaboration with the AFC; and

WHEREAS the City through the Anacortes Police Department have built a strong working relationship with the AFC staff and rely regularly on the resources the AFC provides to better serve the community; and

WHEREAS the City has ~~discussed~~ identified the need to develop stronger coordination between the Anacortes Police Department and social services including the Anacortes Family Center in response to emergency calls and wants to develop a pilot program to provide social services the concept of a social worker under the umbrella of the Anacortes Police Department ~~and is interested in expanding its relationship with the AFC to provide social support services~~ to the community; and

WHEREAS the AFC has the potential capacity to expand its services to include case workers with a background in chemical dependency treatment and homelessness, and can contract with mental health providers to augment its in-house capacity to provide the skills the City requires; and

WHEREAS a pilot program incorporating these ideas over two years would provide an opportunity to evaluate its success in the community;

NOW, THEREFORE, the Parties agree as follows:

1. Parties' Responsibilities.

a. City Responsibilities

- i. The City will provide an annual stipend of \$50,000 to the AFC to respond to calls from the City to assist with people in crisis due to homelessness, chemical dependency, domestic violence or mental health issues. Payments for a portion of any calendar year will be prorated based on the duration of the program during that calendar year. The City will make equal monthly payments to the AFC for the annual stipend.

- ii. ~~The City, through the Anacortes Police Department (APD), will provide an estimate to the AFC of their expanded outreach due to this contract with the AFC. City will identify and prescribe metrics for data collection pursuant to this Agreement and will review and update those metrics throughout the Term of this Agreement based on what data best informs the Parties' assessment of the efficacy of the pilot program. The metrics must include at least numbers of individuals served and data-based assessment of the expanded outreach of the~~

APD under this pilot program. Metrics should also include pre-pilot program data so the Parties and public can evaluate program success.

ii.—

- iii.— City will present ~~to Council~~ at regular City Council meetings periodic reports on the efficacy of the pilot program no less frequently than quarterly. Such reports will include the full set of data collected pursuant to the metrics identified and prescribed by the City under paragraph 1(a)(2), which provide data showing numbers of individuals served under the pilot program during the previous quarter. Police and AFC will work cooperatively to compile data in a format that may be used to assess the efficacy of the pilot program.

b. AFC Responsibilities

- i. The AFC will respond to all requests from the City for assistance with individuals in crisis. AFC shall make every reasonable effort to respond to requests from the City within 24 hours. For after-hour requests, Anacortes Police or Anacortes Fire Department (AFD) can drop off individuals that qualify for Motel Voucher support at a participating motel. AFC will pre-arrange authorization for motel voucher access for APD and AFD. A referral for services will be emailed to AFC's Community Resource Manager by APD, including the individual's name and situation, so that AFC staff can follow-up to provide support the following morning.
- ii. The AFC will either provide the necessary response with their in-house staff or contract with certified professionals.
- iii. AFC Staff and consultants will be available 8:30 to 5pm 7 days a week to respond to requests from the City.
- iv. The AFC will provide an accounting of hours and/or number of calls taken for evaluation on an annual basis. On calls that are assigned a police case number, the AFC will need to provide follow up information to the Anacortes Police Department for each case on a monthly basis until that case is closed.
- v. The AFC will provide the City data showing numbers of individuals served under this Agreement and work cooperatively with the City to prepare the quarterly reports before Council. AFC will provide data to the City in a format prescribed by the City pursuant to paragraph (1)(a)(2) above.

- 2 **Term.** The term of this Agreement will be one year commencing on the date of execution. begin upon execution and end on December 31, 2022. The Parties may extend this contract for two additional one-year terms upon mutual agreement.
- 3 **Indemnification:** The Parties shall defend, indemnify and hold each other and the indemnified party's officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, solely arising out of or solely resulting from the acts, errors or omissions of the indemnifying party in performance of this Agreement.
- 4 **No Joint Ventures:** The Parties acknowledge that no joint venture or partnership is created by this Agreement. No agent, employee or representative of AFC shall be deemed to be an agent, employee or representative of the City for any purpose. AFC shall be solely responsible for all acts of its agents, employees, representatives and subcontractors.
- 5 **Effectiveness:** This Agreement shall be effective as of the date this agreement is executed by both parties.
- 6 **Notices:** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties at their addresses as follows:

To the City:

City of Anacortes

Attn: Darcy Swetnam, City Attorney
PO Box 547
Anacortes, WA 98221

To the AFC:

Anacortes Family Center
Attn: Dustin Johnson, CFRE
Executive Director
2702 Commercial Avenue
Anacortes, WA 98221

- 7 **Governing Law; Binding Effect:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and performed in such state without giving effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.
- 8 **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.
- 9 **Counterparts:** This Agreement may be executed in one or more counterparts, including electronic mail counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by electronic mail (in PDF or.tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the City and AFC have executed this Agreement as of _____ (date).

CITY OF ANACORTES

ANACORTES FAMILY CENTER

Laurie Gere, Mayor

Dustin Johnson, Executive Director

City of Anacortes WWTP Outfall Replacement Project

CITY COUNCIL
MARCH 22, 2021



Agenda

2



Introductions



Project Need



Federal Disaster



Alternatives Analysis



Outfall Design & Construction

Project Team

3

- ▶ City of Anacortes Public Works
 - ▶ Eric Shjarback
 - ▶ Fred Buckenmeyer
- ▶ Rob Webb PE, DOF, Inc. – Construction Manager
- ▶ Ross Widener, Widener & Associates – Permitting Lead, FEMA Coordination Lead
- ▶ Eric Bergstrom, HDR – Project Manager
 - ▶ Bill Fox, Cosmopolitan Marine Engineering – Engineer of Record – Marine Portion
 - ▶ Colleen Petilla, HDR – Engineer of Record – Upland Portion



Project Need

EXISTING OUTFALL DAMAGED DURING JANUARY 20 – FEBRUARY 10, 2020
STORM, HIGH FLOW EVENT

Disaster Declaration



- ▶ Eligible for FEMA funding
 - ▶ Reimbursement of emergency work
 - ▶ Initial funding level approved, additional levels pending
- ▶ Use of FEMA ESA Section 7 Programmatic, Ecology's Section 401 Water Quality Certifications, and the USACE Section 404 Nationwide permit process.
 - ▶ Significant advantage to project, reduces permitting time and complications.

Alternatives Analysis by HDR

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Evaluation Criteria

- 2021 Construction Potential
- Log Yard SMA-1 & SMA-2
 - Schedule Impacts
 - Risk Management
- Contaminated Soils
- Port of Anacortes Operations
- City ROW
- Eel Grass
- Bedrock
- Residential Impacts
- Cost

Technical Memorandum



To: Eric Shjarback, P.E. – City of Anacortes
From: Eric Bergstrom, P.E. – HDR
Erik Simmons, P.E. - HDR
Date: May 29, 2020
Subject: Outfall Alignment Alternatives Analysis

1.0 Introduction

1.1 Background

The City of Anacortes (City) currently routes effluent from its Wastewater Treatment Plant (WWTP) to Guemes Channel via a 30-inch pipe. As part of Phase 1 of the Sanitary Sewage Storage Study Project the City has decided to construct a new outfall for the WWTP capable of conveying higher WWTP effluent and combined sewage flows. The City has contracted with HDR to evaluate alignment alternatives for the new WWTP outfall.

1.2 Purpose

The purpose of this study as defined in the Scope of Work is to evaluate multiple alignment alternatives in order to assist the City in selecting a preferred alignment that best suits their needs. The feasibility of the various alignments will be founded on:

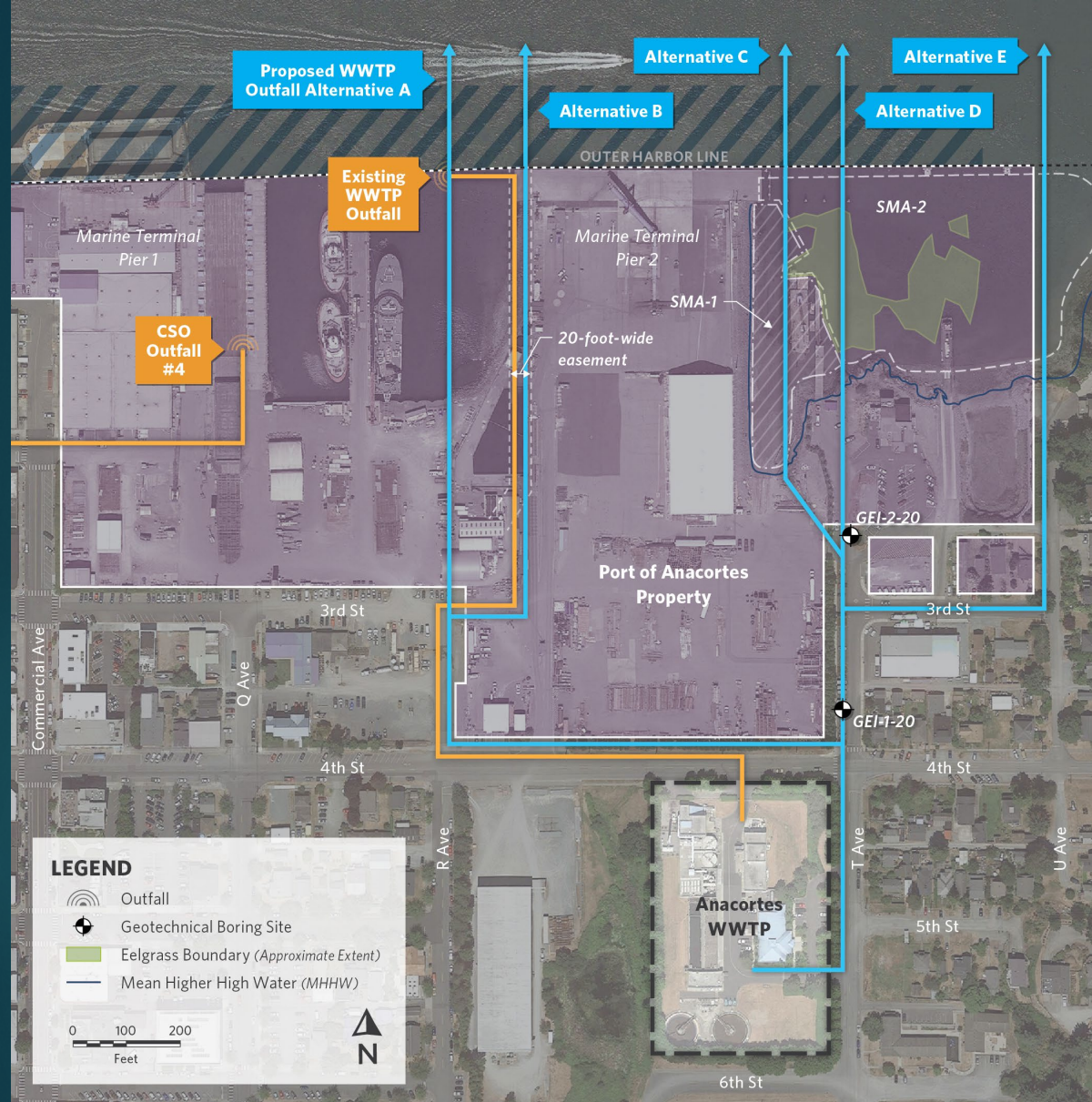
- Data gathered from field visits and desktop reviews.
- Available geotechnical and environmental information.
- Permitting and easement requirements.
- Identifiable constructability issues and potential construction risks.
- Costs and funding sources.

2.0 Outfall Alternatives

The first step toward determining a preferred alignment for the presumed 48-inch outfall is to identify a number of alternative alignments for evaluation. Through a series of discussions with the City the five alternatives shown on Figure 2-1 have been selected for evaluation. All five alternatives start near the effluent pump station, head to east to T Avenue and then turn north. The different alternatives begin to diverge starting at the intersection of T Avenue and 4th Street. Short descriptions of each alternative are provided below.

The existing WWTP outfall does not extend beyond the Outer Harbor Line and is nominally designed for a capacity of about 10 mgd and the diffuser is approximately 30 feet deep. The dilution mixing for the existing outfall currently meets water quality parameters; however, based on the outfall designer's experience in permitting other outfalls it is assumed that the regulatory agencies will require a new outfall to be extended beyond the Outer Harbor Line. Preliminary evaluation of existing data has identified feasible diffuser locations in Guemes Channel for each of the Alternatives. All of these locations are roughly the same distance (800 to 1000 feet) beyond the Outer Harbor Line.

Five Potential Alignments Evaluated



AREAS IMPACTING ROUTING



Sediment Management Area 1 (SMA-1; Log Yard Cleanup Area)

Sediment containing Site-related IHSs including wood waste, metals, PAHs, benzoic acid, and dioxins and furans exceeding PCULs from the mudline to a depth of 6 feet.



Sediment Management Area 2 (SMA-2)

Sediment containing Site-related IHSs including cPAHs exceeding PCULs from the mudline to a depth of 1-foot.



Port of Anacortes permitted dredge area

All improvements in this zone need to be below the permitted dredge depth of -45.0 MLLW.

Notes: 1. Trenchless marine construction is being evaluated for all options. 2. Locations and scale are approximate. 3. A "Do Nothing" option was explored as part of our planning study and it was deemed infeasible, as was storage, etc.

Evaluation Summary

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Alignment Alternatives	Length (ft)	Construction on Port Property	Construction Possible in 2021	Avoids Port Marine Dredge Area	Cut and Cover Marine Construction	Contaminated Marine Sediments	Contaminated Upland Soils	Upland Rock Excavation	Deep Trench Construction	Trenchless Marine Construction	Impacts Residential Access	Eelgrass	Items Requiring Further Consideration
A	Upland: 2,097 Marine: 700 Total: 2,797	Yes	Unlikely	No	Difficult	Likely	Likely due to historical activities	Not Likely	No	High Risk or Possibly not Feasible	Possible	Possible	Coordination with Port and new easement
B	Upland: 2,408 Marine: 800 Total: 3,208	Yes	Unlikely	No	Difficult	Likely	Likely due to historical activities	Not Likely	No	High Risk or Possibly not Feasible	Possible	Not Likely	Coordination with Port
C	Upland: 1,212 Marine: 650 Total: 1,862	Yes	Unlikely	No	Difficult	Likely	Likely due to historical activities	Possible	No	High Risk	Possible	Yes	Coordination with Port and new easement
D	Upland: 1,311 Marine: 1,100 Total: 2,411	Yes	Unlikely	No	Unlikely due to Rock	Likely	Less Likely	Yes	No	Feasible	Possible	Yes	Coordination with Port and new easement
E	Upland: 1,746 Marine: 600 Total: 2,346	No	Possible	Yes	Feasible	Possible	Less Likely	Very Likely	Yes	Feasible	Yes	Likely	Depth of rock along the alignment is critical to establishing feasible construction.

Port of Anacortes has been supportive throughout process.

Estimated Costs

10

- Alignment E is lowest cost

Table 4-2. Summary of Estimated Costs (\$ million)

Alternative	Upland Outfall Construction	Marine Outfall Construction	Opinion of Probable Construction Cost	Range of Project Cost Including Project Indirect Costs	
				Low	High
A	\$5.5	\$11.3	\$16.8	\$18.8	\$24.0
B	\$5.9	\$10.0	\$15.9	\$18.1	\$22.9
C	\$4.5	\$12.7	\$17.2	\$19.2	\$24.4
D	\$4.3	\$12.3	\$16.6	\$18.7	\$23.7
E	\$9.2	\$6.7	\$15.9	\$18.0	\$22.8

Preferred Alignment – “E”

11

6.0 Results and Conclusions

Based on the information available for this alignment evaluation, **Alternative E** is considered the most favorable alignment for the following reasons:

- It does not require construction on Port property.
- It is possible that construction could start in 2021.
- It avoids the Port's permitted dredge area.
- The use of cut and cover construction methods for the marine segment of the alignment is considered to be feasible.
- It is unlikely that the soils for the upland segment of the alignment are contaminated because the Wyman Marina was cleaned up.
- It is feasible that trenchless construction methods could be used to install the marine segment of the alignment if necessary.

Additional Factors & Consideration of Public Comments

- Pumping requirements anticipated to be similar to existing
- No uphill pumping – deep excavation to maintain horizontal pipe
- Requires blasting in uplands
- Avoids nearshore bedrock outcrops and potential in water blasting

City of Anacortes



Mixing Zone Study

Prepared for:

City of Anacortes
904 6th Street • P.O. Box 547
Anacortes, Washington 98221

and

HDR, Inc.
929 108th Avenue, NE Suite 1300
Bellevue, WA 98004

Prepared by:

Cosmopolitan Marine Engineering
PO Box 623 • Gig Harbor, Washington 98335

January 2021

Mixing Zone Study

New outfall has
10x Chronic
Dilution Factor
compared to
existing outfall!

Outfall Design & Construction

13

Three Components/Projects

1. Upland Portion

WWTP to Shoreline

2. Marine Portion

Shoreline to Diffuser

3. Remove Existing Outfall (not in this presentation)

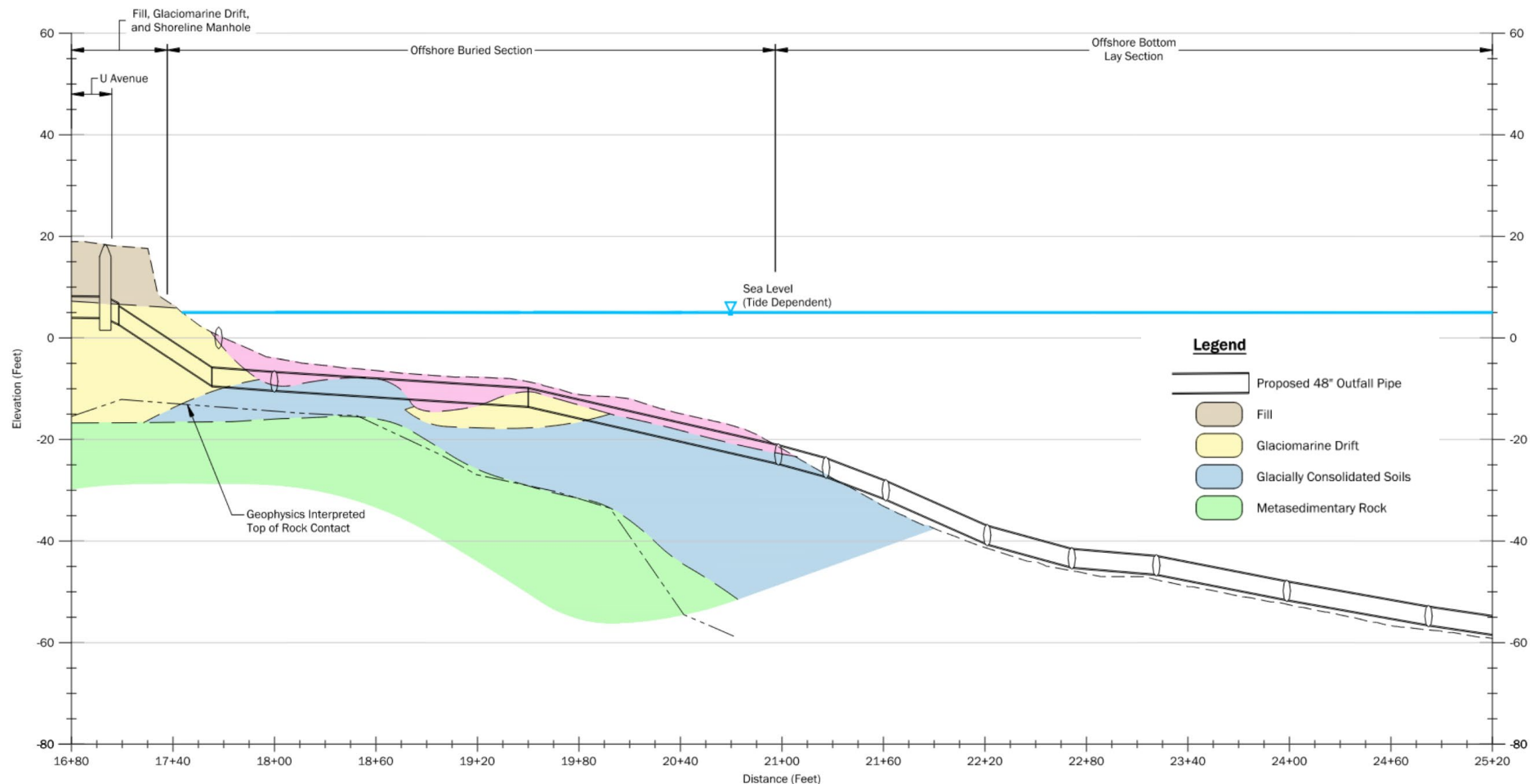


14



Marine - Geotech

16



Marine Construction

17

- ▶ ~ 1000 LF 42" diameter HDPE Pipe
- ▶ 64 Concrete Anchors, 7600 LBs each
- ▶ Fuse pipe and install anchors offsite
- ▶ Dredge/Excavate Nearshore and Landing
- ▶ Float and Tow Pipe to Site
- ▶ Submerge Pipe using Controlled Submergence



Pipe Installation

18



Marine Construction

19



Construction Duration

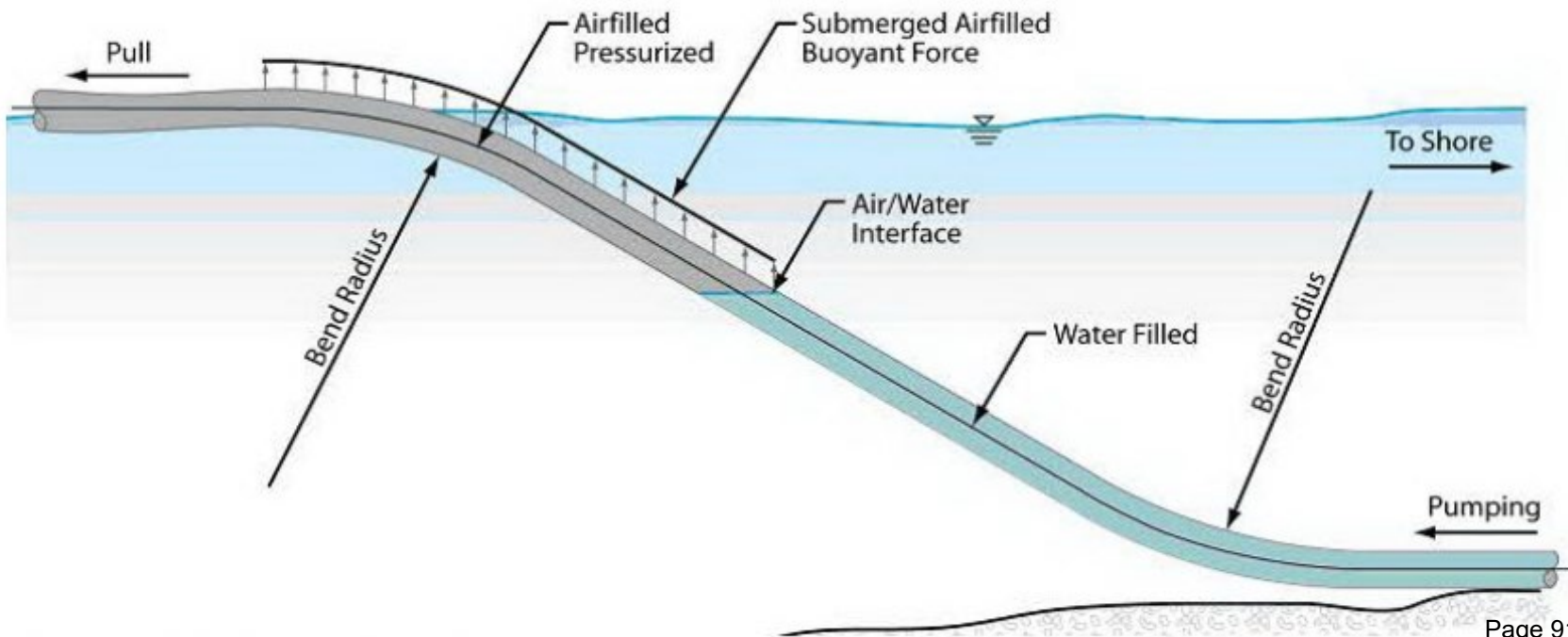
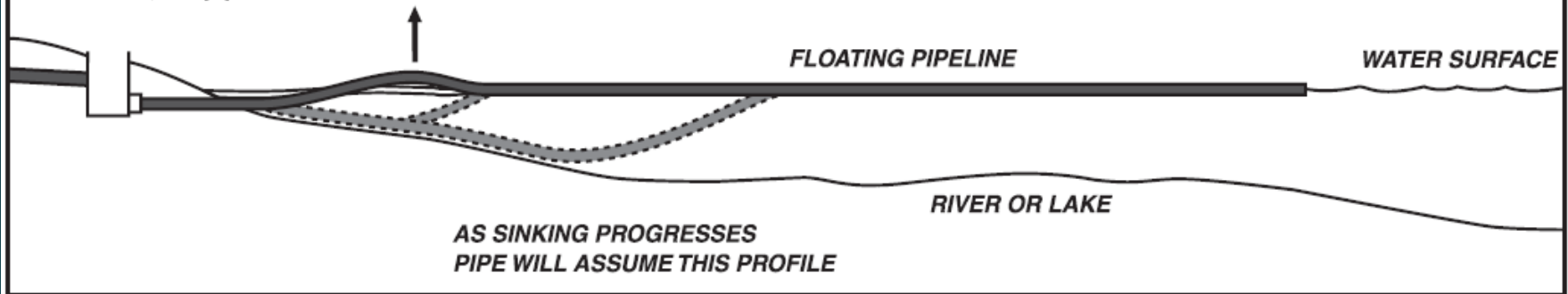
- Upland Site Preparation ~2 weeks
- Sheetpiling & Excavation ~2 weeks
- Install pipeline – 1 day



Controlled Submergence

20

Pipe must be raised above water level to induce "water pocket" and to prevent water from flowing down the pipeline. Once pocket is formed and filled, the pipe can be lowered and allowed to seek it's own level.



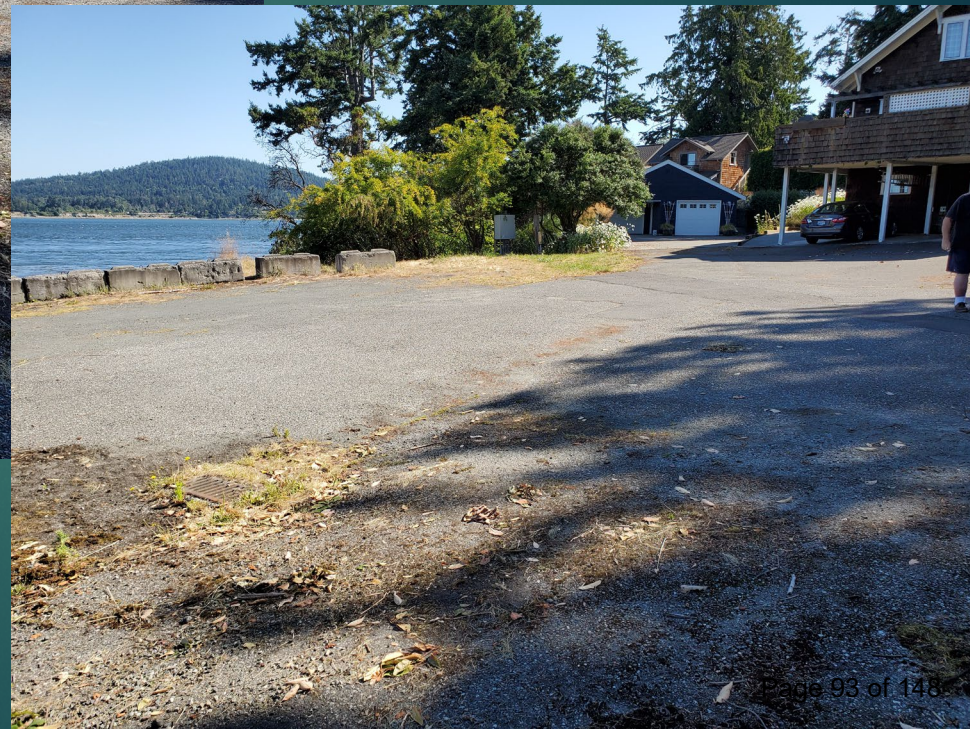
Shoreline - Existing

21



U Ave – North End

22



Meeting point – Uplands &
Marine Construction

Marine – Contracting Method

Objectives

- ▶ Qualified Contractor that provides Best Value to City
- ▶ Best Use of City Funds

RCW 70.95A.020 waives the typically required procurement rules and regulations and allows the City to use its sole discretion in the selection of a contractor with the specific skills and qualifications to complete the project.

Method

- ▶ Prequalification – 6 SOQ's Received
- ▶ Priced proposals from Qualified Contractor Teams
- ▶ Select based on combination of Qualifications and Price

Upland Alignment

24



Upland Construction

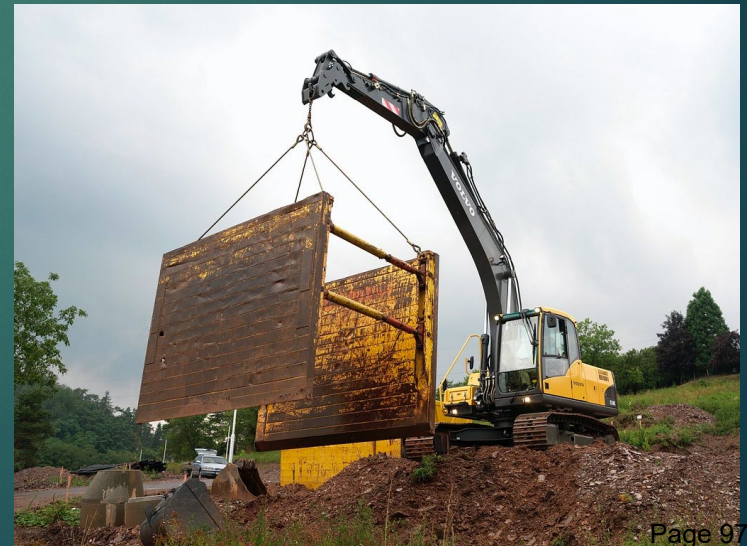
- ▶ ~1700 LF 48" diameter fiberglass reinforced pipe (FRP)
- ▶ 3 manholes
- ▶ Trench Excavation
 - ▶ ~15' to 30' depth
 - ▶ ~ 400 LF in Rock
 - ▶ Blasting Required
- ▶ 29 Utility Crossings
- ▶ Groundwater Potential
- ▶ Cultural Resource Potential



Upland Construction

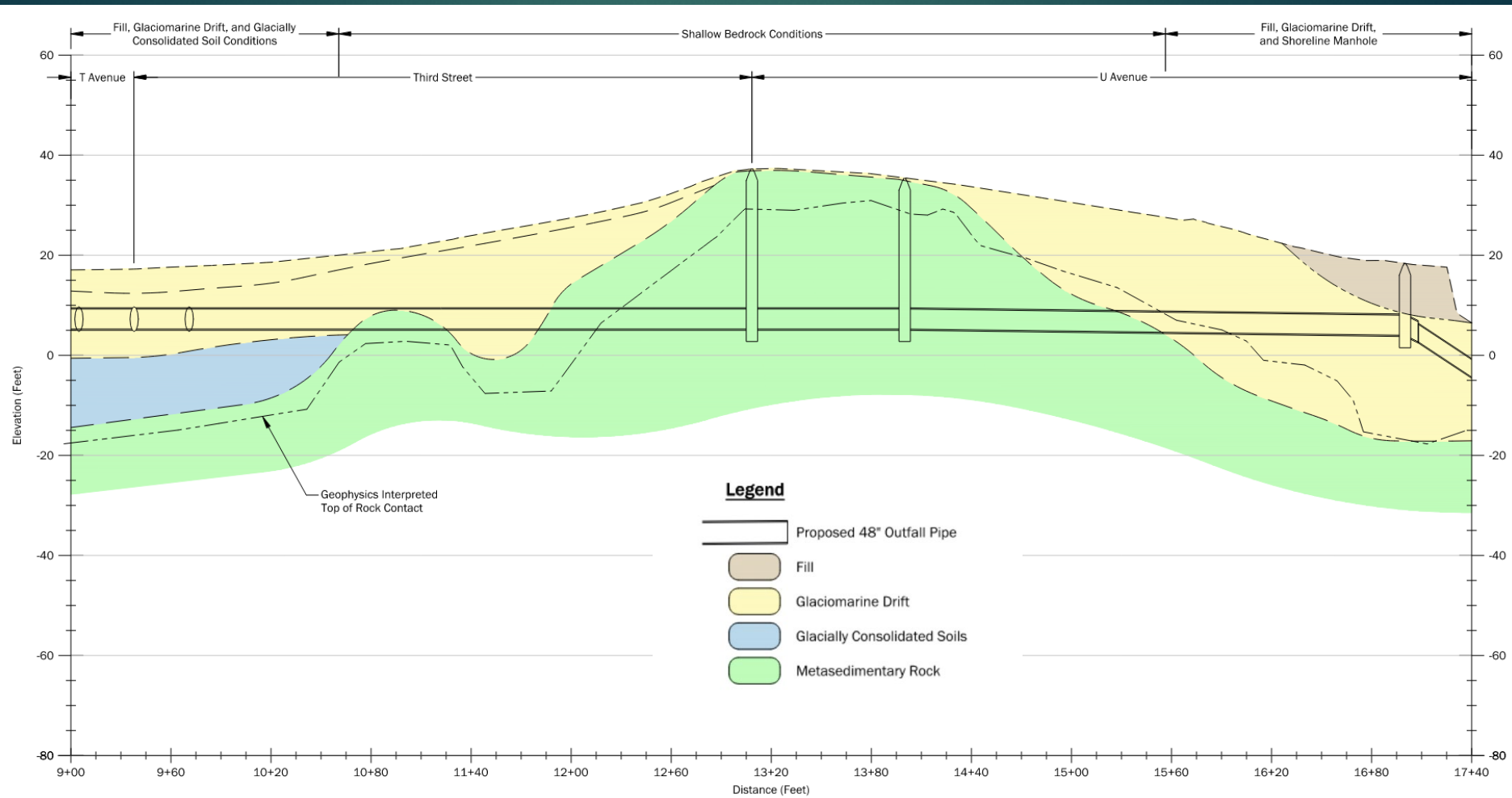
26

Cut and Cover Trench



Upland - Geotech

27



Blasting

- ▶ No exploding whale
- ▶ Public concern
- ▶ Rock has been cored/tested
- ▶ Direct bore was evaluated
 - ▶ Blasting and excavation required for launch
- ▶ Protocols
- ▶ Public notification
- ▶ Pre/Post property surveys



Upland Construction

29

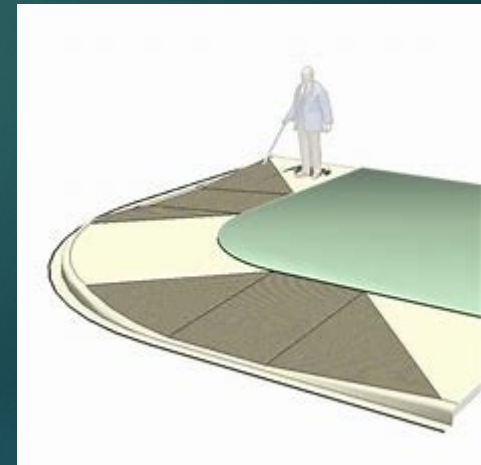
Reduce Impacts to Public as Practicable

- ▶ Public Outreach
- ▶ Traffic control plan
 - ▶ Safe access to residences during construction
- ▶ Potential for Incentivized Contract
 - ▶ Expedited Safe Completion of Sections



Create Benefits to Public

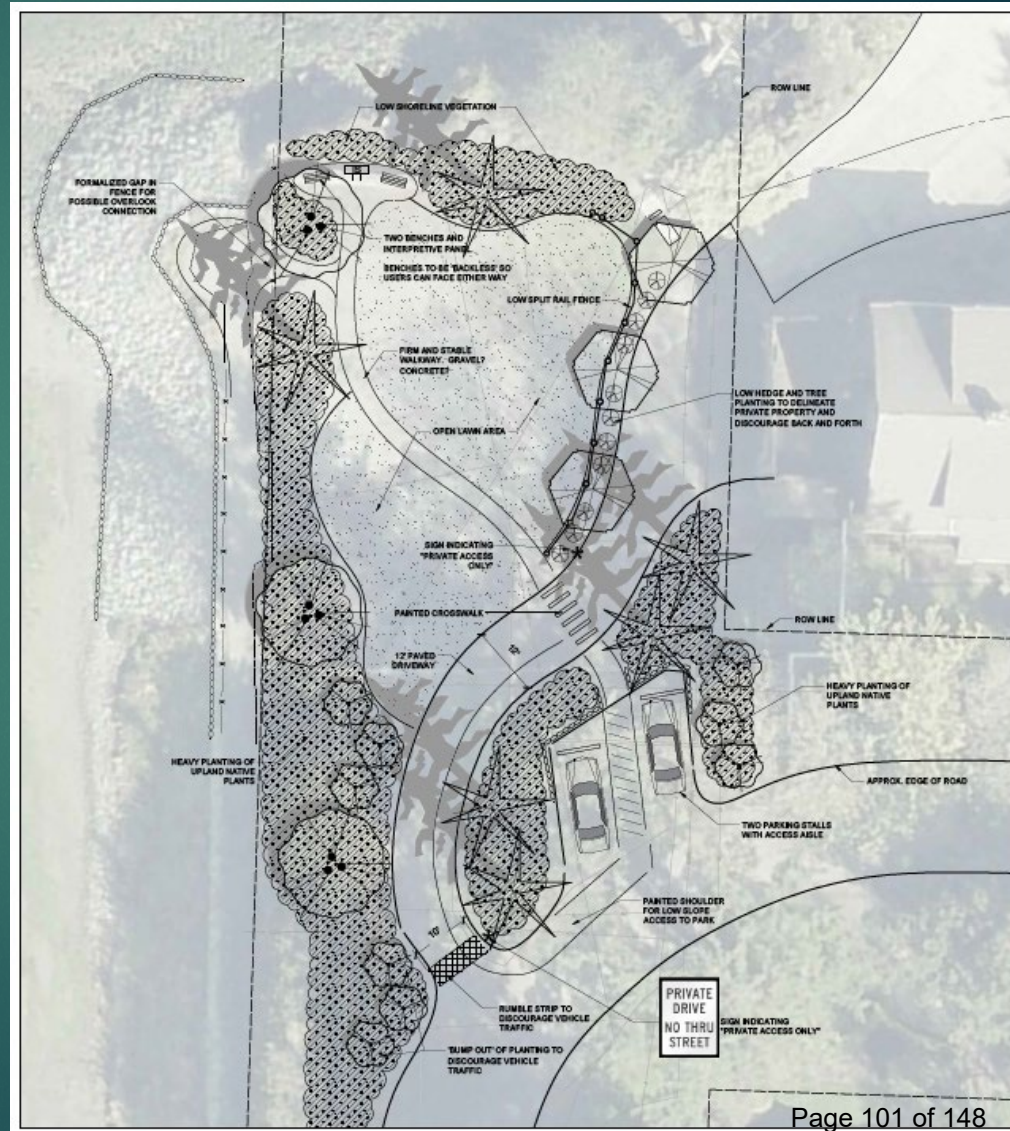
- ▶ Undergrounding of Utilities along alignment as practicable
- ▶ New “Pocket Park” at end of U Avenue
 - ▶ NOT FEMA funded
- ▶ Improved streets, curbs, sidewalks, gutters and ADA access along alignment



U Avenue – Park Concept

30

- Currently end of paving and Ecology Blocks, unused basketball hoop
- Provide Dedicated Residential Access
- Native Vegetation
- Open Space
- Parking
- Walking Path to Observation Area
- Benches
- Signage
- Pump Station & MH Access



Summary

31

- ▶ Alignment E is planned alignment
- ▶ Permitting well underway
- ▶ Targeting Construction in 2021
 - ▶ Marine starting late summer, install late September if possible
 - ▶ Contractor Selection Underway
 - ▶ Upland starting late Fall
 - ▶ Finalizing Plan and Specifications
 - ▶ Contracting to follow

Questions?

Hunt, Marcia

From: Diane and John Wilkinson <jodiwilkinson@comcast.net>
Sent: Friday, March 19, 2021 2:59 PM
To: CityClerk
Subject: Waste Water Treatment Plant - New Outfall Project for agenda on March 22 City Council
Attachments: Notes from Neighborhood meeting re new OUTFALL.pdf

Item for discussion at March 22nd Council Meeting

Background:

On March 9th Public Works held a virtual neighborhood meeting to discuss the new WWTP Outfall project.

Public Works reviewed the long, circuitous, uphill route (T Ave. to 3rd St, then uphill to U Ave.) they are planning through the Cap Sante neighborhood.

This would involve extensive rock blasting and tree removal as well as disrupting access to both homes and businesses. It is also expensive and likely results in significant pipeline hydraulics/operating issues.

At the meeting questions were raised by residents as to why the Outfall would not be routed straight along T Avenue to the shoreline and then out into Guemes Channel East of Pier 2.

No answer was forthcoming other than it follows the U Ave route is on City Right of Way and does not require an easement from POA along the previously vacated T Ave. to shore..

Feedback from a later Public Works commission meeting communicated by councilman Ryan Walters was that only the U Ave. route is being considered.

The Cap Sante residents request that Council require Public Works to present a side by side comparison of T Ave. vs U Ave. routes with respect to Cost/Timing and Impact on businesses and residents.

A set of notes (compiled by residents) that highlight pros/cons of each route is attached for review by Council.

Thank you,
John Wilkinson
404 2nds st.
Cap Sante, Anacortes

Notes from Neighborhood meeting re: new Outfall
City of Anacortes WWTP (Waste Water Treatment Plant)

(Pros/Cons of Routing Options discussed at March 9th, 2021 neighborhood Meeting)

Options (see image)	Pros	Cons
1. Replace current 80 yr old line West of Pier 2	+Existing Right of Way	-Developed Industrial Area with significant obstacles to old line removal & construction
2. COA Proposed Route along T Ave., Uphill on 3rd St., North on U Ave to shore, then out to Guemes Channel Contacts: Jordan Widener jordancw@widener-enviro.com 510-725-2291 Eric Shjarback (COA) erics@cityofanacortes.org 360-299-1980 Ryan Walters (Ward 1) ryanw@cityofanacortes.org 360-610-7770	+Along existing COA streets w/ right of way	-Longer route and requires uphill pumping of effluent -Higher Capital and Operating costs risk -Potential shut-down of WWTP effluent pumps during power outages -Requires blasting of hard rock substrate -Requires multiple tree removals shielding residences from POA noise and sight-lines -Potential blasting damage to nearby homes -Adjacent to sensitive environmental area (Wyman's salmon habitat) -3 rd St & U Ave are access roads to residential homes -Blocks access to homes and businesses during construction
3. Cap Sante residents Preferred Direct route along T Ave. to shore, then out to Guemes Channel East of Pier 2 Contacts: Tom Jackson tom@jacksoneng.com John Wilkinson wilkinson.johnr@gmail.com	+Along grade with no uphill slope +Shorter route with lower capital and operating costs +Along existing street bordering industrial area +Good shore access West of San Juan Marine pier + Likely can be trenched without blasting? +Does not block access to businesses and less invasive to POA than existing outfall	-Requires easement be granted by POA -WA ecology designated sediment contamination adjacent to Pier 2 rip-rap* <i>*Sampled contamination is West of potential T Ave Outfall routing. Need to remediate, if any, needs to be determined in cooperaton with POA and WA Ecology.</i>

Old Line

Option 3 - T Ave

Option 2 - U Ave.





City Council Agenda Bill

Meeting Date: March 22, 2021 **Agenda Item:** 5.b.

Agenda Item Title: Resolution 3026: Updating the Unified Fee Schedule

Staff Contact(s): PHILIP STEFFEN, STEVE HOGLUND

Approved for Submittal to Council by **Action Type**

PHILIP STEFFEN

Resolution

STEVE HOGLUND

DARCY SWETNAM

Item Summary: This update to the Unified Fee Schedule (UFS) includes clarification on the Fiber section that installation fees include all applicable taxes. Washington Park Fees are also updated. The Parks Department performed a fee assessment of comparable campgrounds, boat launches and use areas, and found the Washington Park fee structure to be relatively low, which in turn was inhibiting the Park's budget initiatives. Additionally the Park Impact Fees had not been adjusted since 1998 so a study by a 3rd party consultant was performed, based on the City's Parks' capital needs, to adjust the Impact Fees. Also included on the UFS update is the addition of Transportation Concurrency Review costs, documenting that these are not so much fees per se, but actual costs that are passed through to the customer. The effective date of the Planning pass through costs is April 1, 2021. The effective date of the Washington Park Fee update is May 1, 2021. The effective date of the Park Impact Fee update is September 1, 2021.

Budget Impact:

There is no budget impact to this resolution.

Previous Action: Council Finance Committee has discussed the changes to the Washington Park Fees at a meeting earlier this year. Full Council was presented with, and discussed, the Parks Impact Fee at the [March 1, 2021](#) council meeting. The Planning Concurrency pass through costs is an existing practice at the City; this resolution memorializes those costs for public transparency.

Recommended Motion: I move to approve Resolution 3026 updating the Unified Fee Schedule.

Alternative Actions: No action would result in keeping all fees at the current level.

Attachments (listed in order presented):

1. Resolution 3026
2. Unified Fee Schedule

RESOLUTION NO. 3026

A RESOLUTION UPDATING THE UNIFIED FEE SCHEDULE FOR WASHINGTON PARK FEES, PARK IMPACT FEE, PLANNING FEES

WHEREAS, the City would like add Washington Park campground fees to the UFS

WHEREAS, the Parks department completed an impact fee study and wishes to implement the recommended rates,

WHEREAS, the Planning department has a need for an additional pass thru fee for concurrency reviews.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that:

Section 1.

1. The Unified Fee Schedule currently in effect will be updated to include Washington Park Campground fees, effective May 1st, 2021.

Washington Park	
Utility Non-Resident	\$ 31
Utility - Resident	\$ 23
Non-Utility - Non Resident	\$ 25
Non-Utility - Resident	\$ 21
Boat Lot Daily Non-Resident	\$ 11
Boat Lot Daily - Resident	\$ 8
Boat Lot Annual Non-Resident	\$ 220
Boat Lot Annual Resident	\$ 147
Group Camp	\$ 110
Group Picnic Weekdays	\$ 52
Group Picnic Weekends	\$ 74
Hiker/Biker	\$ 13
Lot B Overflow Parking	\$ 9
Bundle of Wood	\$ 6

Section 2.

1. The Unified Fee Schedule currently in effect will be updated to increase Parks Impact Fees on September 1st, 2021.

Park Impact Fee Rate Schedule		
Rates Effective		1/1/2021
Land Uses	Unit of Measure	Rate
Single family	Dwelling	\$1,362.47
Multi-family, per dwelling unit	Dwelling	\$981.63
Commerical, Retail	Per 1,000 sq. ft.	\$1,145.99
Commerical, Industrial	Per 1,000 sq. ft.	\$573.00
Commerical, Services	Per 1,000 sq. ft.	\$1,763.07
Commerical, Gov/Edu	Per 1,000 sq. ft.	\$1,763.07

Section 3.

1. The Unified Fee Schedule currently in effect will be updated to include a Transportation Concurrency Review, effective April 1st, 2021.

Transportation Concurrency Review		
Transportation Consultant Review	Actual Cost	100% of consultant cost
Staff Transportation Concurrency Review	Hourly Rate	Staff time (billed at hourly rate, min. 1 hour)

PASSED and APPROVED on this 22nd day of March, 2021.

AYES_____

NAYS_____

ABSENT_____

CITY OF ANACORTES:

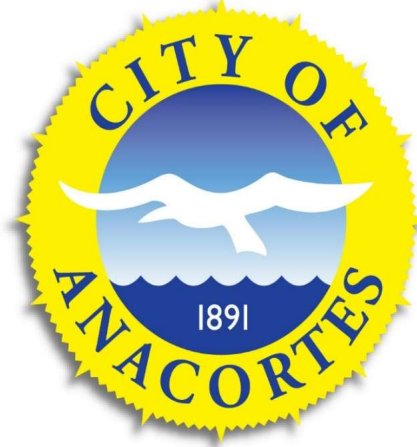
BY: _____
LAURIE M. GERE, MAYOR

ATTEST:

APPROVED AS TO FORM:

Steven D. Hoglund
City Clerk Treasurer

Darcy J. Swetnam, WSBA # 40530
City Attorney



Unified Fee Schedule

As adopted by:
Resolution 3026 March 22nd, 2021

Index:

General

Fiber

Water

Sewer

Solid Waste

Storm

Impact Fees

Engineering & Development Fees

Planning, Community & Economic Development Department

Park Fees

General Provisions applicable to all City fees and charges

Unless otherwise noted

	Rates Effective 11/1/2019	
City ACH Autopay and Paperless Billing Discount	\$	2.00
This does not include autopay thru Paymentus or a bank bill pay service. Only direct debit from a checking or savings account setup thru the City directly.		
Credit Card Fee		1.50%
Fee is applied to the total purchase if using a credit card. This is less than the average cost to accept this payment type.		
Service Fee	\$	75.00
Charged to all accounts and services if unpaid after 'shut-off' deadline.		
Service Charge Reduction for Low-Income Residential Customers		
Available for Water, Sewer, Solid Waste, Storm, and Fiber service charges.		
See AMC 13.44.020 for more details.		
NSF Fees for Utility Billing		
First offense	\$	25.00
Each additional offense, rate is increased by \$25		
For example, the third offense is \$75		

For all rate purposes:

“Single-family residence” is defined as a building containing one kitchen, designed and/or used to house not more than one family, including all necessary employees of such family, such building having a single sewer service connection. Manufactured homes occupying a separate lot and providing permanent housing with a separate sewer connected shall be classified as a single-family residence.

“Multiple-family residence” is defined as a building or a group of buildings housing two or more families, living independently of each other, a family being defined as one or more persons living as a single housekeeping unit or household with sewer service being provided through not more than one sewer connection.

FIBER

Fiber internet service will be billed monthly.

For customers who own the property where internet service is provided, internet will be billed on the same bill as other utilities provided at the same address. Customers who do not own the property at which service is provided will be billed on a separate bill.

City of Anacortes Fiber Internet

Service	Long Term	Monthly Add On for			
	Contract Required	Monthly Service	Optional City Managed WiFi	Installation Charge*	
Residential, 100 Mbps	No	\$ 39	\$	10	\$ 100
Residential, 1 Gbps	No	\$ 69	\$	10	\$ 100
Business, 100 Mbps	Yes	\$ 89	\$	10	\$ 100
Business, 1 Gbps	Yes	\$ 149	\$	10	\$ 100

*Includes applicable sales tax.

Static IP addresses

IPv6	No Charge
IPv4, 1 usable address	\$ 9
IPv4, 5 usable addresses	\$ 20
IPv4, more than 5 usable addresses to be negotiated on an individual case basis	

Service Suspension \$20 per month Available to residential customers or business class customers who have fulfilled their 12 month contract
Service suspension must be a minimum of 60 days

Customer-Caused Service Call The charges will apply to configuring customer-owned equipment and repairing customer-caused damage to city-owned equipment.
\$50 per hour During regular City work hours
\$75 per hour Outside of regular City work hours

Services Yet To Be Priced

Dedicated Internet Access
Ethernet circuits (point-to-point, point-to-multipoint)

Dark fiber

WATER

Regular water rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2019-October 2020

2.089%

Residential and Commercial Rates changed for 2020 based on FCS Rate Study not CPI. See study materials for information.

The amount billed includes a fee or tax up to 7% calculated on the gross revenue of the water utility.

Water Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)

5/8 x 3/4 & 3/4

1

1½

2

3

4

6

8

Rates Effective 1/1/2021

Residential	Commercial	Multi-Family
\$ 21.48	\$ 32.27	\$ 24.01
\$ 35.89	\$ 53.88	\$ 40.10
\$ 71.56	\$ 107.44	\$ 79.96
\$ 114.55	\$ 171.99	\$ 128.00
	\$ 343.98	\$ 255.99
	\$ 537.60	\$ 400.08
	\$ 1,075.51	\$ 800.40
	\$ 1,720.87	\$ 1,280.69

Monthly Consumption Charge

All consumption per cubic foot (CF)

All consumption per gallon*

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

~Base rates and consumption rates are subject to a 50% surcharge for out of City limits service

Water General Facilities Charges~

Meter Size (Inches)

5/8 x 3/4 & 3/4

1

1½

2

3

4

GFC In-City
\$ 8,340
\$ 20,850
\$ 41,701
\$ 66,721
\$ 133,442
\$ 208,503

~ Outside City Limits rate is 1.5x the In-City rate.

Water Agriculture Irrigation

Agriculture Meter (double check)
Agriculture Consumption Rate

Rates Effective 1/1/2021			
Effective 1/1/2021		Effective 4/1/2021	
\$	420.56		
\$	1,684.22	\$	2,408.00 Per Million Gallons

As of April 1, 2020, all customers will pay \$1684.22 per million gallons of water used.

As of April 1, 2021, all customers will pay the full wholesale rate in place at that time charged to regional customers of the Anacortes water system.

~Per Council Resolution 2012

Water Additional Fees

Meter Installation Fee, up to 1"
Meter Installation Fee deposit, greater than 1"
Standpipe Water Charges
Construction Meter Charges
Flat fee up to 60 days, up to 1000CF, billed at standpipe rate after CF cap.
Water service fee*
After hours additional water service fee*
City ACH Autopay and Paperless Billing Discount*

\$	1,086		
\$	1,113	towards install cost	
\$	0.039730	Per Cubic Foot	
\$	61.23		
\$	75.00		
\$	75.00		
\$	2.00		

This does not include autopay thru Paymentus or a bank bill pay service. Only direct debit from a checking or savings account setup thru the City directly.

*Not subject to CPI adjustments

ALL RATES ARE SUBJECT TO CHANGE BASED ON CITY COUNCIL DECISIONS

SEWER

Regular sewer rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2019-October 2020 2.089%

2020 rates implemented based on Sewer rate study completed in 2019. See study for more details.

Updated classifications to match water fee schedule

The amount billed includes a fee or tax up to 7% calculated on the gross revenue of the sewer utility.

Sewer Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

6

*Rates Effective 1/1/2020

Residential	Commercial	Multi-Family
\$ 41.68	\$ 52.62	\$ 52.62
\$ 58.38	\$ 73.70	\$ 73.70
	\$ 95.75	\$ 95.75
	\$ 152.66	\$ 152.66
	\$ 579.06	\$ 579.06
	\$ 736.99	\$ 736.99
	\$ 1,105.49	\$ 1,105.49

Monthly Consumption Charge

SIC 1 consumption per cubic foot

SIC 1 consumption per gallon*

SIC 2 consumption per cubic foot

SIC 2 consumption per gallon*

SIC 3 consumption per cubic foot

SIC 3 consumption per gallon*

SIC 4 consumption per cubic foot

SIC 4 consumption per gallon*

SIC 4: BOD per pound

SIC 4: TSS per pound

Residential	Commercial	Multi-Family
\$ 0.03289	\$ 0.04141	\$ 0.04141
\$ 0.00440	\$ 0.00554	\$ 0.00554
	\$ 0.05172	
	\$ 0.00691	
	\$ 0.10067	
	\$ 0.01346	
	\$ 0.01638	
	\$ 0.00219	
	\$ 1.95453	
	\$ 1.19259	

***Rates Effective 1/1/2020**

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

Direct Discharge Rates

Yearly Discharge Card	\$	58.35
Per Gallon Fee		
Waste Generated on Fidalgo Island	\$	0.1167
Waste Generated off Fidalgo Island	\$	0.1400

Sewer General Facilities Charges

Per ERU, see code for details

GFC In-City
\$ 9,331.86

SOLID WASTE

Regular solid waste rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2019-October 2020

2.0895%

These rates do not include the State Refuse Tax of 3.6%

The amount billed includes a fee or tax up to 12% calculated on the gross revenue of the solid waste utility.

Rates effective 1/1/2021

Solid Waste Residential Rates, includes structures with more than one living unit

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes
Organics Tote	32, 64, 96 gallon	n/a	n/a	\$14.34	\$14.34
Recyclables Tote	32, 64, 96 gallon	1	n/a	\$11.74	\$11.74
Refuse Tote	21 gallon	1	1	\$9.40	n/a
Refuse Tote	32 gallon	n/a	3	\$17.47	\$17.47

Solid Waste Commercial Rates

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes
Organics Tote - Restaurants only	96 gallon	n/a	n/a	\$20.26	\$20.26
Recyclables Tote	n/a	n/a	n/a	n/a	n/a
Refuse Tote	21 gallon	n/a	1	\$9.40	n/a
Refuse Tote	32 gallon	n/a	5	\$17.47	\$17.47
Refuse Tote	96 gallon	n/a	3	\$48.37	\$48.37

Recycling Container Rates - Residential

Container Size	Monthly Rate	Extra Collections
1 Cubic Yard	\$32.61	\$19.57
2 Cubic Yard	\$58.70	\$26.08
3 Cubic Yard	\$91.31	\$32.61
6 Cubic Yard	\$117.39	\$39.13
8 Cubic Yard	\$169.57	\$52.18

Refuse Drop Box Rental Rates PERMANENT - Commercial

Container Size	Monthly Rate, for rented box only	Delivery Fee	Tonnage Fee Per Ton*	Haul Fee Compactor Box	Haul Fee Non Compactor Box
10 Cubic Yard	\$134.35	\$100.77	At Cost plus \$1.00/ton	\$248.55	\$221.68
30 Cubic Yard	\$134.35	\$100.77	At Cost plus \$1.00/ton	\$248.55	\$221.68

The amount billed includes a fee or tax up to 12% calculated on the gross revenue of the solid waste utility.

Rates effective 1/1/2021
Refuse Drop Box Rental Rates TEMPORARY - Prepayment Required

Container Size	Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes all tax
10 Cubic Yard	\$362.75	\$221.68	At Cost plus \$1.00/ton	\$20.15	\$375.81
30 Cubic Yard	\$362.75	\$221.68	At Cost plus \$1.00/ton	\$20.15	\$375.81

Refuse Container Rates PERMANENT - Commercial

Container Size	Monthly Rate	Extra Collections
1.5 Cubic Yard	\$127.64	\$33.59
2 Cubic Yard	\$154.51	\$40.31
3 Cubic Yard	\$221.68	\$53.74
6 Cubic Yard	\$436.65	\$114.20
8 Cubic Yard	\$584.44	\$147.79

Refuse Container Rates TEMPORARY - Prepayment required

Container Size	Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax
1.5 Cubic Yard	\$127.64	\$4.03	\$73.89	\$132.23
2 Cubic Yard	\$147.79	\$5.37	\$87.33	\$153.11
3 Cubic Yard	\$174.66	\$7.39	\$107.48	\$180.95
6 Cubic Yard	\$248.55	\$13.44	\$174.66	\$257.50
8 Cubic Yard	\$302.30	\$20.15	\$221.68	\$313.18

Solid Waste Additional Fees

Description	Per Unit
Additional Organics Dump	\$6.52
City Garbage Bags	\$5.37
City Garbage Bags - Retail Outlet Price	\$5.04
Non-Refrigerated Appliance	\$33.59
Organics Tote Cleaning Fee	\$13.04
Refrigerated Appliance	\$47.02
Refuse Overtime Call-Out, Per Hour	\$71.74
Replacement Tote Due To Negligence	At Cost plus \$10.64
Special Haul Per Cubic Yard	\$47.02
Refuse Return Trip	\$32.61

The amount billed includes a fee or tax up to 12% calculated on the gross revenue of the solid waste utility.

Rates effective 1/1/2021

Organics Return Trip	\$10.21
Recycling Return Trip	\$10.21

STORM

Effective 1/1/2018 until 12/31/2022, the monthly fixed rate charge for storm residential and commercial charges will not be subject to CPI adjustments. Rate changes are as indicated below.

Regular storm rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2019-October 2020 2.089%

The amount billed includes a fee or tax up to 7% calculated on the gross revenue of the storm utility.

	Rates Effective 1/1/2021	Rates Effective 1/1/2022
Storm Residential and Commercial Charges		

Monthly Fixed Charge

Single Family Residential (flat fee)	\$	12.37	\$	13.44
Commercial per ERU per Month	\$	12.37	\$	13.44
One ERU is 3,600 square feet of impervious area				

Effective 1/1/2019 until 12/31/2022 HM and LM1 zones rate reduction will decrease by 5% per year. Effective 1/1/2023 until 12/31/2028 this rate reduction will decrease by 10% per year. Effective 1/1/2029 all storm charges for properties located in the HM or LM1 zones will be charged the current charges without any reductions. The minimum billed will be 100% of 1 ERU.

Monthly Fixed Charge (HM and LM1 Zones)

% of current rate	25%	30%
Single Family Residential (flat fee)	\$ 3.09	\$ 4.03
Commercial per ERU per Month	\$ 3.09	\$ 4.03

Monthly Fixed Charge (HM and LM1 Zones)

	Rates Effective 1/1/2023	Rates Effective 1/1/2024	Rates Effective 1/1/2025	Rates Effective 1/1/2026	Rates Effective 1/1/2027	Rates Effective 1/1/2028
% of current rate	40%	50%	60%	70%	80%	90%

Storm General Facilities Charges

Type; Residential and Commercial

Per ERU, minimum of 1 ERU	\$	1,624.68	\$	1,674.72
Including Tax	\$	1,746.97	\$	1,800.78

Explanation of Charges

Single-Family Properties: Residential properties are charged a flat rate per month, and are considered 1 ERU.

This rate was set based on aerial photo surveys which show that the average amount of impervious surface on a single-family parcel in Anacortes is approximately 3,600 square feet.

Commercial and Multi-Family Properties: Commercial properties are assessed a charge based on the actual amount of impervious surface area they contain (buildings, parking lots, etc.)(minimum of 1 ERU).

One ERU is equal to 3,600 square feet (ft²) of impervious surface.

Commercial Storm Water Fee = # ERU x Commercial per ERU per Month fee

Sample Calculation

A property has 10,000 ft² of impervious surface (parking lots, walkways, rooftops, etc.), so the storm water fee would be:

10,000 ft² / 3,600 ft² = 2.78 ERU

2.78 ERU X \$12.37 per month per ERU = \$34.38 per month

IMPACT FEES

Unless otherwise determined, regular impact fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2019-October 2020

2.089%

Parks impact and Transportation impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.

Engineering News Record Construction Index (CCI), October 2019-October 2020

1.880%

Park Impact Fee Rate Schedule

Rates Effective 9/1/2021

Land Uses	Unit of Measure	Rate
Single family	Dwelling	\$1,362.47
Multi-family, per dwelling unit	Dwelling	\$981.63
Commerical, Retail	Per 1,000 sq. ft.	\$1,145.99
Commerical, Industrial	Per 1,000 sq. ft.	\$573.00
Commerical, Services	Per 1,000 sq. ft.	\$1,763.07
Commerical, Gov/Edu	Per 1,000 sq. ft.	\$1,763.07

Park Impact Fee adopted via Ord. 3085

Rate Basis: Park & Recreation Impact Fee Study/Report dated 1/28/2021

Fire Impact Fee Rate Schedule

Rates Effective 1/1/2021

Land Uses	Unit of Measure	Rate
Residential		
Single family	Dwelling	\$466.29
	EMS Portion	\$363.71
	Fire Portion	\$102.58
Multi-family, per dwelling unit	Dwelling	\$395.17

Fire Impact fees updated via Ord 3030

Rate Basis: Fire Impact Fee Study/Report dated 12/5/18

Per study, 22% is for Fire and 78% is for EMS.

EMS Portion is waived for Single Family Residence with Sprinkler System

Commercial		
Commercial 1		
Land uses (NAICS)		
Wholesale/retail trade (42, 44-45)	Per 1,000 sq. ft.	\$1,338.10
Warehousing (49)		
Information (51)		
Finance & Insurance (52)		
Real Estate and Rental & Leasing (53)		
Professional, Scientific, & Technical Services (54)		
Food Services & Drinking Places (722)		
Commercial 2		

Land uses (NAICS)		
Manufacturing (31-33)	Per 1,000 sq. ft.	\$11.01
Commercial 3		
Land uses (NAICS)		
Transportation (48)	Per 1,000 sq. ft.	\$2,243.63
Health Care and Social Assistance (62)		
Arts, Recreation & Entertainment (71)		
Accommodation (721)		
Religious Organizations (8131)		
Commercial 4		
Land uses (NAICS)		
Educational Services (61)	Per 1,000 sq. ft.	\$425.16
Public Administration (92)		

Transportation Impact Fee Rate Schedule

Rates Effective		1/1/2021	<i>Transportation Impact fee rate adopted via Ord. 3011</i>
Land Uses	Unit of Measure*	Rate	
Cost per New P.M. Trip Generated		\$2,817.69	<i>Rate Basis: 2016 Comprehensive Plan Transportation Element</i>
Residential			Notes: 1. <i>Transportation impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.</i> 2. <i>P.M. peak hour trips are determined by using the latest version of the ITE Trip Generation Manual published by the Institute of Transportation Engineers (ITE) for the land use(s) that are the subject of the permit. PM peak hour is the sixty minute period between 4:00 p.m. and 6:00 p.m. with the greatest sum of traffic volumes on a roadway segment or passing through the area of a transportation improvement project. Other trip generation rate sources approved by the City may be used where ITE data are based on a limited survey base or where there may be special trip generating characteristics of the proposal.</i> 3. <i>If the land use does not fit into any of the categories specified in the land use table in the ITE Trip Generation Manual, the City Engineer may use the most directly comparable type of land use.</i> <i>Review Fee for independent fee calculation: \$500 + additional staff time spent in the review and cost of consultant services if the City deems these services to be necessary.</i>
Single family (detached)	Dwelling	\$ 2,817.69	
Apartment (rental, low/med/high rise)	Dwelling	\$ 1,746.97	
Low-Rise Apartment (rental, 1-2 levels)	Dwelling	\$ 1,634.26	
Mid-Rise Apartment (rental, 3-10 levels)	Dwelling	\$ 1,098.90	
High-rise (rental, more than 10 levels)	Dwelling	\$ 986.19	
Residential condominium/townhouse (ownership units) with at least 1 other owned unit in structure)	Dwelling	\$ 1,465.20	
Low-rise res. condo/townhome	Dwelling	\$ 2,197.80	
High-Rise Residential Condo/Townhome	Dwelling	\$ 1,070.72	
Mobile Home	Dwelling	\$ 1,662.44	
Commercial - Services			
Bank (drive-in)	sq. ft. / GFA	\$ 68.47	
Day Care	sq. ft. / GFA	\$ 34.32	
Hotel/Motel	room	\$ 1,690.61	
Gasoline/Service Station	fueling position	\$ 39,081.33	
Gasoline/Service Station w/ Convenience Mart	fueling position	\$ 38,066.96	
Quick Lubrication Vehicle Stop	servicing position	\$ 14,623.80	
Marina	berth	\$ 535.36	

Institutional		
Elementary School	student	\$ 422.65
Middle School	student	\$ 450.83
High School	student	\$ 366.30
Church	sq. ft. / GFA	\$ 1.55
Hospital	sq. ft. / GFA	\$ 2.62
Assisted Living, Nursing Home, Group Home	bed	\$ 817.13

Transportation Impact Fee Rate Schedule

Land Uses	Unit of Measure*	Rate
Industrial		
Light Industry/Manufacturing/Industrial Park	sq. ft. / GFA	\$ 2.73
Warehousing/Storage	sq. ft. / GFA	\$ 0.90
Mini Warehouse	sq. ft. / GFA	\$ 0.73
Restaurant		
Restaurant	sq. ft. / GFA	\$ 21.10
Fast Food Restaurant (w/ drivethrough)	sq. ft. / GFA	\$ 92.00
Coffee/Donut Shop with Drive-Through Window	sq. ft. / GFA	\$ 120.60
Coffee/Donut Shop without Drive-Through Window	sq. ft. / GFA	\$ 114.82
Commercial - Retail		
Specialty Retail Center (small strip shopping center)	sq. ft. / GFA	\$ 7.64
Apparel Store	sq. ft. / GFA	\$ 10.79
Automobile Sales	sq. ft. / GFA	\$ 7.38
Auto Parts Sales	sq. ft. / GFA	\$ 16.85
Supermarket	sq. ft. / GFA	\$ 26.71
Convenience Market (open 24 hrs)	sq. ft. / GFA	\$ 147.68
Furniture Store	sq. ft. / GFA	\$ 1.27
Nursery/Garden Center	sq. ft. / GFA	\$ 19.55
Pharmacy/Drugstore (w/ drivethrough)	sq. ft. / GFA	\$ 27.92
Hardware/Building Materials Store	sq. ft. / GFA	\$ 12.65
Discount Merchandise Store (Free Standing)	sq. ft. / GFA	\$ 14.03
Commercial - Office		
General office building (multiple tenants)	sq. ft. / GFA	\$ 4.20
Single tenant office building	sq. ft. / GFA	\$ 4.90
Medical/Dental Office Building	sq. ft. / GFA	\$ 10.06

Impact Fees

All rates subject to change based on City Council decisions

*For uses with a standard of measure in square feet, trip rate is given as trips per 1,000 square feet, and impact fee is dollars per square foot.			

Engineering and development fees

Unless otherwise determined, regular engineering and development fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2019-October 2020

2.089%

Originally Adopted by ordinance 2266

Rates Effective 1/1/2021

Application for encroachment agreement	\$ 104.29			
Application for utility extension	\$ 104.29			
Application for street improvement waiver	\$ 104.29			
Application for curb cut permit	\$ 52.14			
Application for street cut/R.O.W. permit				
Inside traveled way	\$ 52.14			
Outside traveled way	\$ 20.86			
Engineering plan reviews	0.5% approved engineering estimate for all public works improvements			
Construction inspection	\$ 521.44	plus		
	1.5% approved engineering estimate for all public works improvements, with a reduction of up to 50% of the percentage fee approvable by the director of engineering and development services when he/she finds that the developer provides on-site construction inspection and construction engineering through private consultants to the same standard as that of the city			
Reinspection fees for curb cuts, street cuts and sewer connections	additional one-half of the original permit fee			
Sewer inspection fee	\$ 52.14			
Monitoring clearing and grading permitted activity	\$ 104.29	plus	\$ 26.07	per acre

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2021	Notes
Accessory dwelling unit (ADU)	\$120.00	
Annexation	\$1,870.00	For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate
Appeals*		
Appeal of Type 1 or Type 2 Decision to the Hearing Examiner	\$200.00	
Appeal of Type 3-HE or Type 3-PC Decision to City Council	\$200.00	
Appeal of administrative order per AMC 20.20.100 to Hearing Examiner	\$200.00	*if an appellant prevails on their appeal, the City will reimburse the appeal fee paid by appellant.
Boundary line adjustment (BLA)	\$240.00	
Comprehensive Plan amendment:		
Map Designation Amendment Petition Submittal	\$960.00	
If Docketed	\$1,870.00	must be paid within 14 days of Ord. setting docket
Conditional use permit		
Administrative	\$850.00	
Home occupation permit	\$150.00	
Quasi-Judicial	\$1,870.00	
Critical Areas		
Review	\$240.00	
Special/conditional use/Alteration	\$1,630.00	
Demolition Permit	\$60.00	
Development Agreement	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate
Essential Public Facilities (CUP)	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate
Extension of permit term	\$120.00	
Fence permit	\$15.00	
Floodplain development permit	\$120.00	
Framework development plan	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate
Land Divisions		

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2021	Notes
Amendment	see minor modification	
Short subdivision (up to 9 lots)		
Preliminary	\$1,090.00	
Final short plat (w/ site imps)	\$480.00	
Final short plat (w/out site imps)	\$240.00	
Long subdivision		
Preliminary	\$1,870.00	
Final long plat	\$600.00	
Binding site plan		
Preliminary		
<10 lots	\$1,090.00	
10+ lots	\$1,870.00	
Final BSP (w/ site imps)	\$480.00	
Final BSP (w/out site imps)	\$240.00	
Unit lot subdivision	same as site plan + short /long plat	
Preapplication		
General info	\$0.00	
Pre-submittal	\$240.00	credited to formal application fee if applied w/in 6 months
Revision to permit		
Minor	\$300.00	
Major	new app fee	
Rezone - site specific, authorized by Comp. Plan	\$1,870.00	
SEPA		
Threshold determination	\$480.00	
EIS	actual cost of preparation	
Appeal	see Appeals, above	
Shoreline Permits		
Exemption	\$240.00	
Shoreline substantial development permit -SDP / CUP/ VAR		
Type 3-PC (SDP, CUP, VAR)	\$1,630.00	+ \$300 per additional CUP/VAR

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2021	Notes
Type 4-CC (SDP, CUP, VAR)	\$1,870.00	+ \$300 per additional CUP/VAR
Site Plan & Design Review		
Sign permit review	\$60.00	added to building permit fee
SFR, duplex site plan/design standards	\$60.00	added to building permit fee
Cottage, Townhouse /MF up to 10 Units or up to 12,000 SF nonres. GFA or up to 20,000sf of nonresidential site improvements	\$360.00	
Cottage, Townhouse/ MF more than 10 Units or >12,000sf non- residential GFA or >20,000sf non-residential site improvements	\$1,090.00	
	0.08 / sq. ft. of new or replaced hard surface;	
Stormwater Review	\$150 per lot for subdivisions	For more than 2 reviews, applicant will be billed at hourly rate.
Stormwater management manual exception	\$1,090.00	
Transportation Concurrency Review		
Transportation Consultant Review	Actual Cost	100% of consultant cost
Staff Transportation Concurrency Review	Hourly Rate	Staff time (billed at hourly rate, min. 1 hour)
Vacation of right-of-way	\$480.00	plus actual cost of appraisal
Variance		
Level 1	\$730.00	plus actual cost of HE;
Level 2	\$1,330.00	\$1,000 HE pre-payment
Wireless Service Facilities		
Wireless Service Facility Permit	\$240.00	per facility
Wireless Conditional Use Permit	\$1,330.00	plus \$120 per facility plus actual cost of HE;\$1,000 HE pre-payment
Master ROW use agreement	\$1,500.00	
Eligible facilities determination	\$120.00	
Other Planning Dept. Reviews		
Hourly rate for Planning Review	\$60.00	per hour

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2021	Notes
Additional plan review requested by changes, additions, or revisions to plans after 2 reviews have been completed.	Hourly Rate	per hour
Planning review for activities not specifically listed above, as determined by the Director	Hourly Rate	per hour
Other Fees		
Consultant/3rd Party Review Fees	Actual Cost	3rd party reviews may be required for certain reports/project types (involving critical areas, shorelines, stormwater, wireless services, etc.)
Additional notice publication costs necessitated by changes, additions, or revisions to an application.	Actual Cost	

Parks Fees

Various Parks and Cemetery Fees

Washington Park

Effective 5/1/2021

Utility Non-Resident	\$	31
Utility - Resident	\$	23
Non-Utility - Non Resident	\$	25
Non-Utility - Resident	\$	21
Boat Lot Daily Non-Resident	\$	11
Boat Lot Daily - Resident	\$	8
Boat Lot Annual Non-Resident	\$	220
Boat Lot Annual Resident	\$	147
Group Camp	\$	110
Group Picnic Weekdays	\$	52
Group Picnic Weekends	\$	74
Hiker/Biker	\$	13
Lot B Overflow Parking	\$	9
Bundle of Wood	\$	6



City Council Agenda Bill

Meeting Date: March 22, 2021

Agenda Item: 5.c.

Agenda Item Title: Request to Skagit's Local Governments to Oppose Imperial Metals' Minerals Exploration Permit in British Columbia's Skagit Headwaters

Staff Contact(s): LAURIE GERE

Approved for Submittal to Council by **Action Type**

FRED BUCKENMEYER

Discussion

LAURIE GERE

Item Summary: A request to Skagit's Local Governments to Oppose Imperial Metals' Minerals Exploration Permit in British Columbia's Skagit Headwaters was sent to Mayor Gere by the Skagit Watershed Council. The attached information outlines the support for the request for the City Council to go on record objecting to this cooper mine.

Budget Impact:

N/A

Previous Action: N/A

Recommended Motion: I move to direct staff to prepare a resolution opposing the Imperial Metals' Minerals Exploration Permit.

Alternative Actions: No action; direct staff to prepare a letter of objection; propose alternative language

Attachments (listed in order presented):

1. Request for Action

Request to Skagit's Local Governments to Oppose Imperial Metals' Minerals Exploration Permit in British Columbia's Skagit Headwaters, v3.9.21

The Problem

Imperial Metals Corporation, a Canadian-based mining company of base and precious metals, has the largest remaining metals mining claim in the Skagit Watershed and has applied for an exploratory mining permit to continue the process of developing an open pit mine they refer to as Giant Copper. The claims are just north of the Canadian border in what is referred to as the "Donut Hole," a 5,800-hectare area of unprotected lands in the Skagit Valley surrounded by E.C. Manning and Skagit Valley Provincial Parks (see included Seattle Times maps).

An industrial-scale open pit mining operation in the Upper Skagit Headwaters presents long-term, unmitigable risks to onsite and downstream cultural, environmental and economic resources. Mining effluent releases acidic waters and heavy metal (e.g., arsenic, copper, lead, aluminum, mercury, etc) leachates into surface and groundwaters for hundreds of years, a problem that has increased exponentially with modern, industrialized mining techniques. Terrestrial wildlife habitat is lost by displacement and disturbance. Operations introduce sediment and other contaminants into receiving waters. Chemical agents such as cyanide and sulphuric acid, necessary to separate minerals from the ore, are toxic to humans and wildlife. Open-pit mining can deplete surface and groundwaters affecting those downstream; see [USGS mining and water quality websites](#) and the [Okanogan Highlands Alliance](#) mine monitoring resources for a simple overview.

Also problematic is the specific history of Imperial Metals and the outdated and risky Canadian mining regulations that would determine the mining conditions in the Upper Skagit. A recent [study by SkeenaWild Conservation Trust](#) and an expose by The Narwhal [found that](#) lax British Columbia (BC) regulations allow discharges of toxic wastewater with metal concentrations hundreds of times higher than what is considered safe for aquatic life and does not regulate most heavy metals. BC has over 173 mining sites and only two have been shown to pose no immediate threat of water contamination. BC's own Auditor General [released a report](#) in 2016 noting that "almost every one of our expectations for a robust compliance and enforcement program within the Ministries of Mines and Environment were not met." Monitoring is proposed and implemented by the industry itself, rather than independently. The lack of [sufficient financial assurances](#) and accountability for cleanup becomes apparent when reviewing Imperial Metal's response to their [Mount Polley tailings pond collapse in 2014](#), spilling 25 billion liters (10,000 Olympic-size swimming pools) of contaminated effluent and sludge into drinking water and major salmon spawning grounds, widely reported as the worst mining disaster in BC history. The government has had to step in to invest \$40M in clean-up activities, and no criminal charges were pursued for failure to act in the face of known deficiencies. [Recommendations for mining reform](#) have not been fully implemented.

The vast majority of Skagit and north Island County's drinking water comes directly from the Skagit River via the Anacortes Water Treatment Plant and the Skagit Public Utility District. Many of our agricultural fields are irrigated with Skagit River water. Local citizens eat salmon caught in the Skagit River and swim, play, and earn a living from the Skagit River. The Skagit River is the remaining stronghold for salmon, steelhead, and bull trout in Puget Sound, and hundreds of millions of dollars of public money

have been spent to protect and restore it as our last, best chance to fight off extinction of this iconic Pacific Northwest species and meet our Tribal Treaty obligations. Too much relies on our water quality to allow Giant Copper to proceed.

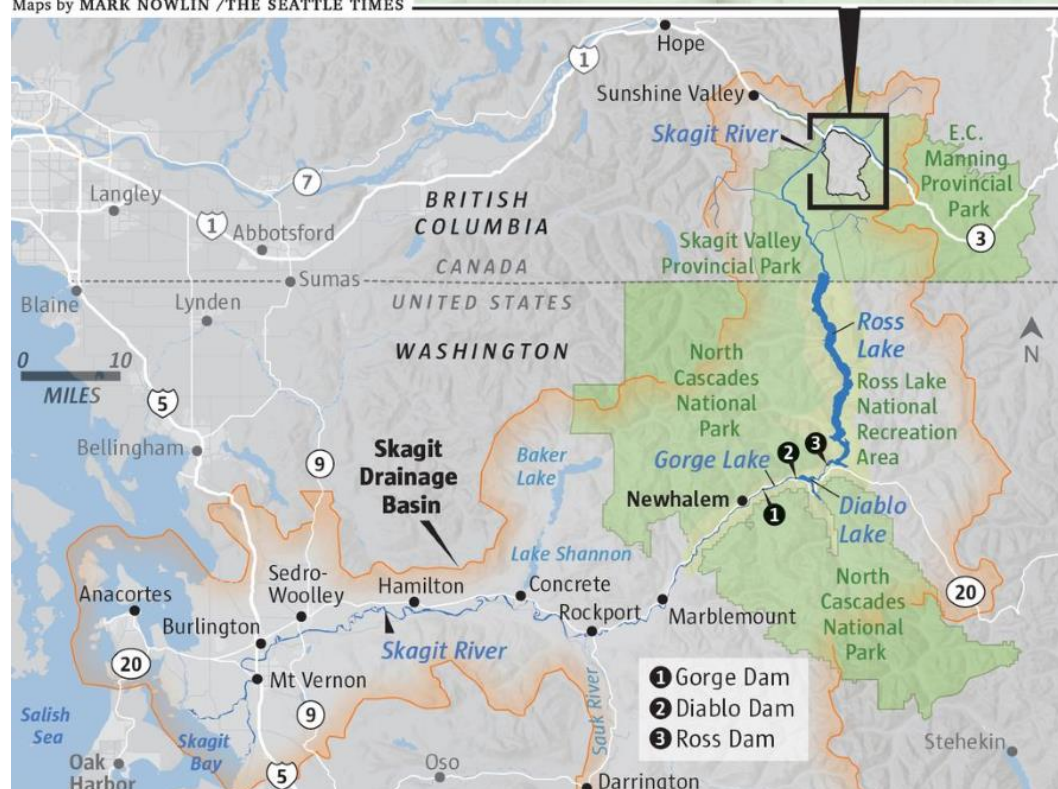
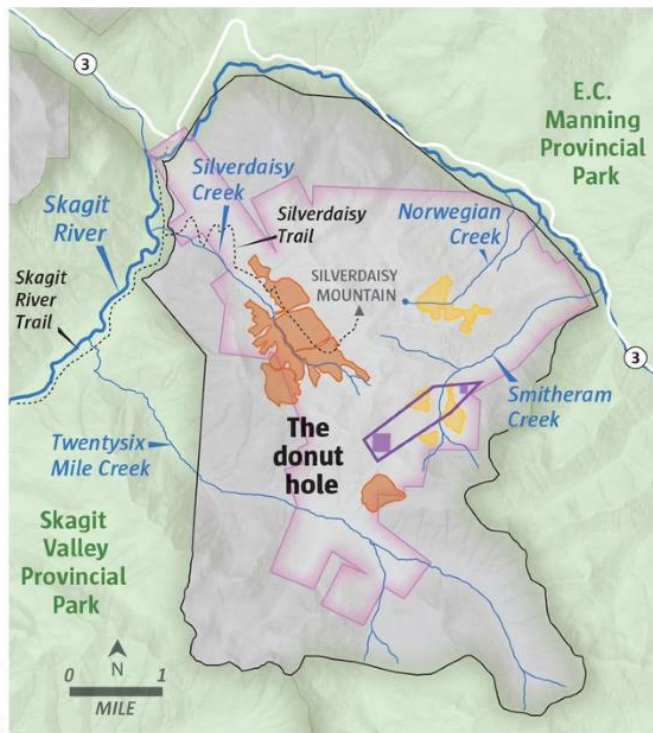
Exploratory mining proposed in Skagit headwaters

Imperial Metals, a Canadian mining company, wants to drill and explore for gold in an area called the “donut hole,” a patch of land surrounded by provincial parks at the headwaters of the Skagit River.

-  Area open to mining claims
-  Proposed drilling sites
-  Mining work area
-  Timber already cut

Sources: Esri, B.C. Government, Seattle City Light, British Columbia Timber Sales

Reporting by EVAN BUSH,
Maps by MARK NOWLIN /THE SEATTLE TIMES



International Treaties and Giant Copper Permitting Status

The United States and Canada signed the High Ross Treaty in 1984, which included an Agreement between British Columbia and the City of Seattle, whereby Seattle agreed that the Ross Dam would not be raised in order to protect and preserve the natural and cultural resources and recreational opportunities of the Upper Skagit Watershed. The Skagit Environmental Endowment Commission (SEEC) was created to administer an endowment fund established by the Agreement to conserve wilderness, to enhance recreational opportunities, to acquire mineral or timber rights consistent with conservation and recreational purposes, and to conduct studies for these purposes, among others. Much work has been completed towards this end, including multiple attempts to negotiate acquisition of Imperial Metals' remaining mineral rights in the Donut Hole.

Clear-cut logging and associated roadbuilding unexpectedly began in the Donut Hole in June 2018, with immediate reaction from the US signatories and international stakeholders who argued it was inconsistent with the Treaty. In response, the BC government announced a ban on future logging in the Skagit Headwaters in December 2019, a decision since strengthened by the Old Growth Policy in 2020.

In late 2018, Imperial Metals filed for a mineral exploration permit in the Smitheram Creek watershed of the Donut Hole where logging had begun. Permits of this type are decided by an independent statutory decision maker (SDM) who examines the record of all relevant information and perspectives and issues the permit outside of political interference or influence. If the SDM finds that the proposed activity poses undue risk to workers, the public, the environment or cultural heritage resources, and these cannot be reduced to acceptable levels through permit conditions, the application can be denied. It is apparently atypical that this permit request has not yet been decided two years after submittal. Recent response letters from the BC Ministry of Energy, Mines and Low Carbon Innovation confirms that the public record is still open for public comment and consideration by the SDM.

Opposition Grows

A growing awareness of this existential risk to a premier water body of both Canada and the United States has produced growing opposition. [Over 200 elected officials](#), Tribes and First Nations, conservation organizations, recreation organizations, businesses, government agencies, and faith leaders have joined this international coalition in opposition, [with 109 of those signing onto a recent letter](#) requesting denial of the minerals exploration permit. An international [Skagit Headwaters Coalition](#) has provided four press releases and gathered 40 news articles, including in both international and local newspapers. Tribes and First Nations in the watershed have written letters and passed resolutions in opposition and Mayor Jenny Durkan and Governor Jay Inslee have encouraged BC Premier John Horgan to find solutions that honor our Treaty and Agreement (see attached).

The Request

Skagit County's citizens rely heavily on the Skagit River for our drinking water, public health, livelihoods, and quality of life every day, so much so that the risk of an open pit copper and gold mine in the Upper Skagit Headwaters should be of utmost concern. **Our local communities have absolutely nothing to gain from this proposal, no jobs, no income, and no beneficial development. The Skagit Watershed Council Board of Directors urges Skagit County, its municipalities, and its water providers to stand together to oppose this exploratory mining permit. Please share this common perspective with BC**

Premier John Horgan; the BC Minister of Energy, Mines and Low Carbon Innovation; the SDM; and with our federal and state elected representatives and ask them to help resolve this problem once and for all in 2021.



Photo Credit The Wilderness Committee



City of Seattle

Mayor Jenny A. Durkan

February 11, 2021

The Honorable John Horgan
P.O. Box 9041 STV PROV GOVT
Victoria, BC V8W9E1 Canada

Dear Premier Horgan,

As we start the new year, I want to congratulate you on the New Democratic Party's victory in October and your second term as premier. As you appointed your new cabinet members late last year and set out the mandates for their ministries' work, you likely considered the important legacies you wish to provide the people of British Columbia during your second term. Here in the United States, we are starting the year with a new president and a dramatic shift in leadership at the federal level that will undoubtedly renew our country's commitment to environmental protection and partnerships with neighboring countries. Along with this, development and distribution of a COVID-19 vaccine puts us on a positive path forward out of the current crisis. These events present an opportune time for us to recommit and recharge our efforts to protect the Silverdaisy Area of the Upper Skagit Watershed as directed by the High Ross Treaty and Agreement.

You recently received a letter signed by 108 U.S. stakeholders including conservation, recreation, and wildlife groups as well as elected officials and local businesses opposed to logging and mining in the Upper Skagit Watershed in British Columbia. Despite the global pandemic and the economic hardship facing our residents and businesses, the City of Seattle remains fully committed to working with you and your cabinet to advance our mutual obligation to protect the Silverdaisy Area that continues to receive significant attention and support from a large and diverse group of stakeholders, including local, state, and federal elected officials as well as US Tribes and First Nations.

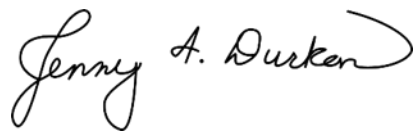
Since we last communicated, Seattle City Light's new Chief Environmental Officer, Tom DeBoer, has been participating in scheduled calls with your staff, Pierrette Maranda, communicating with the Skagit Environmental Endowment Commission (SEEC) and other stakeholders, and monitoring the media to track the progress on this issue. I am pleased to see the substantial advancements in protection of the Silverdaisy Area that have recently been made. The area now appears to be protected from logging activities, including associated roadbuilding, through the

recent Old Growth Strategic Review and establishment of a Section 16 Map Land Reserve. I appreciate how difficult this must have been to achieve and want to commend and thank you and the members of your cabinet involved in making this happen.

While we have discussed our shared commitment to permanent protection of the Silverdaisy Area, I remain deeply concerned that the communication from the BC government to interested parties appears to be lacking and SEEC's attempts to engage Imperial Metals to discuss the retirement of their mining tenures have been fruitless. With the High Ross Treaty having served as a model for transboundary collaboration for over 35 years, I still believe we can find a common path forward that does not involve the use of provisions outlined in the Agreement to address a significant dispute over our shared obligations for protection of the watershed. To that end, I have directed my staff to re-engage with your office to schedule another call as soon as possible. I want us to identify ways we can work together to take more proactive and assertive action to motivate Imperial Metals to work with SEEC to retire their tenures. My hope is that we can secure such a commitment by the end of 2021, so that the Donut Hole can finally be incorporated into the surrounding BC park system as intended.

Thank you again for your continued partnership through the Treaty and the Skagit Environmental Endowment Commission.

Sincerely,

A handwritten signature in black ink that reads "Jenny A. Durkan". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Jenny Durkan
Mayor of Seattle

Cc: Jay Inslee, Governor, Washington State
Leo Bodensteiner, US Co-Chair, SEEC
Thomas Curley, Canada Co-Chair, SEEC
Debra Smith, General Manager/CEO, Seattle City Light
George Heyman, Minister of Environment and Climate Change Strategy
Bruce Ralston, Minister of Energy, Mines and Low Carbon Innovation, British Columbia

Katrine Conroy, Minister of Forests, Lands, and Natural Resource Operations and Rural Development, British Columbia

**SWINOMISH INDIAN TRIBAL COMMUNITY
SWINOMISH INDIAN RESERVATION**

RESOLUTION NO. 2020-10- 193

**Resolution Urging the Permanent Protection of the Skagit Headwaters in British Columbia
and Requesting Governor Inslee's Continued Active Opposition to
the Imperial Metals Exploratory Mining Permit**

WHEREAS, the Swinomish Indian Tribal Community (the "Tribe") is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C. § 5123); and

WHEREAS, the Tribe is organized under a constitution and bylaws originally ratified by the Tribe on November 16, 1935, and approved by the Secretary of the Interior on January 27, 1936, and as most recently amended and ratified by the Tribe on May 23, 2017 and approved by the Secretary of the Interior on July 7, 2017; and

WHEREAS, Swinomish Indian Senate (the "Senate") is the duly enacted governing body of the Swinomish Indian Tribal Community and exercises governmental authority over all lands and waters within the Swinomish Indian Reservation; and

WHEREAS, the Swinomish People are known as the People of the Salmon, and lived in, depended upon, and stewarded the Skagit River watershed and its natural resources since time immemorial; and

WHEREAS, the six wild salmon species that still call the Skagit River home have sustained the Swinomish Tribe's people and ancestors since time immemorial, and are necessary for the Tribe's culture, economy, spiritual and religious ceremonies, and the Swinomish Tribal Community's way of life; and

WHEREAS, the Swinomish Tribe has prioritized environmental protection and restoration efforts in the entire Skagit watershed to protect and recover the water quality, instream flows and all the habitat that salmon and other essential species need to survive, recover, and thrive; and

WHEREAS, the headwaters of the Skagit River originate in British Columbia and flow into Washington State through culturally and ecologically sensitive and important lands; and

WHEREAS, on August 5, 2014, the tailings pond dam of the Mount Polley Mine, owned and operated by Imperial Metals, failed, thereby releasing into nearby salmon rivers and streams an estimated 25 million cubic meters of toxic wastewater and tailings, including 326 tons of nickel, 400 tons of arsenic, 177 tons of lead and 18,400 tons of copper and its compounds; and

WHEREAS, a similar ecological catastrophe of any scale in the headwaters of the Skagit River would create long-term adverse effects in our homeland to the detriment of many generations to come;

WHEREAS, Imperial Metals submitted an application to the British Columbia Ministry of Energy, Mines and Petroleum Resources in December 2018 to explore for gold in the ecologically sensitive headwaters of the Skagit River in British Columbia; and

WHEREAS, the Swinomish Tribe has been actively engaged since early 2019 to oppose the Imperial Metals' destructive proposal to explore for gold with practices that are risky and antithetical to salmon recovery, including by sending two opposition letters to the British Columbia government, requesting government-to-government consultation, co-authoring an opinion editorial in the Seattle Times, testifying in opposition to the mine proposal to the Washington Legislature in February 2020, engaging with our First Nations partners, and participating in an international coalition of nearly 150 organizations, governments and businesses opposing the proposal; and

WHEREAS, Washington Governor Jay Inslee and the majority of the Washington congressional delegation have previously expressed strong opposition to the Imperial Metals proposal to explore for gold in the Skagit Headwaters in British Columbia; and

WHEREAS, the British Columbia Premier John Horgan is the ultimate decision-maker about whether to permit the gold exploration proposal in the Skagit Headwaters; and

WHEREAS, the governments of British Columbia and Washington State have long recognized the interdependent nature of their decisions affecting their shared environment in the basin of the Salish Sea; and

WHEREAS, the Swinomish Senate believes it is prudent and wise to continue efforts to actively oppose Imperial Metals' gold exploration permit in the Skagit Headwaters, based on the direct ecological link between these headwaters and our homeland on the Skagit River and Salish Sea, the catastrophic failures of that company to protect salmon habitat and water quality in important headwaters, and due to the significant risks the gold mining proposal creates to salmon recovery efforts in the Skagit River Basin, which directly affect the exercise of our Treaty Rights and the ability of every citizen of Washington State to enjoy this priceless natural treasure; and

WHEREAS, the Senate is authorized to take this action pursuant to Article VI, Sections 1(a), (f), (l), (q), and Section 5(b) of the Constitution of the Tribe approved January 27, 1936, as amended and pursuant to the inherent authority of the Swinomish Indian Tribal Community,
NOW THEREFORE,

BE IT RESOLVED BY THE SWINOMISH INDIAN SENATE as follows:

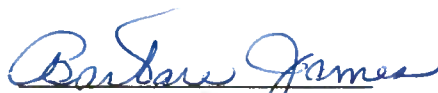
Section 1. Opposition to Imperial Metals Permit. With this resolution, the Swinomish Senate expresses, in the strongest possible terms, its continued opposition to Imperial Metals' permit proposal to explore for gold in the Skagit River Headwaters in British Columbia.

Section 2. Request to Governor Inslee to Engage BC Premier Horgan. The Swinomish Tribe requests and urges Governor Inslee to continue his leadership role and to take action at all levels of state government to protect salmon recovery in the Skagit River basin through strong opposition to the Imperial Metals gold exploration permit and to continue to urge BC Premier Horgan to deny the permit.


Steve Edwards, Chairman
Swinomish Indian Senate

CERTIFICATION

As Secretary of the Swinomish Indian Senate, I hereby certify that the foregoing Resolution was approved at a Special Meeting of the Swinomish Indian Senate held on October 6, 2020, at which time a quorum was present and the resolution was passed by a vote of 7 FOR, 0 AGAINST, and 0 ABSTENTIONS.


Barbara James, Secretary
Swinomish Indian Senate



Upper Skagit Indian Tribe

25944 Community Plaza Way
Sedro Woolley, WA. 98284
Phone: (360) 854-7000 Fax: (360) 854-7004

March 23, 2019

The Honorable John Horgan
P.O. Box 9041 STN PROV GOVT
Victoria BC V8W9E1 Canada

RE: IMPERIAL METALS APPLICTION

Dear Premier Horgan,

I am writing to you about an issue of the utmost concern to the Upper Skagit Indian Tribe of Sedro Woolley, Washington State. It has been brought to our attention that Imperial Metals has applied to drill for metals in the headwaters of the Skagit River which is named after our people.

The Tribe is very alarmed that land use practices such as; road building, logging, and mining, have been even been allowed in this area or that expanding these types of activities is being considered in this very sensitive area of the river that gives our people life. The Upper Skagit people have resided in the valley for thousands of years relying on the river to sustain our people with life giving water and providing us with year round salmon. The Skagit watershed is very fortunate to have populations of all five species of Pacific salmon all of which also rely on cool, clean water coming downstream. Three anadromous species in the Skagit are currently listed for protection under the Endangered Species Act; the Skagit Chinook, Steelhead, & Bull Trout.

The Upper Skagit Tribe signed the Point Elliot Treaty with the United States in 1855 which ceded most of our ancestral lands to the United States while reserving the right to continue to fish, hunt, & gather. Please help us honor the sacrifice our ancestors made through cross border cooperation on the preservation and protection of this sacred area by preventing these types of activities in the headwaters of the Skagit.

If you would like to hear our concerns in more detail the Tribes Policy Representative; Scott Schuyler, can be reached at the above phone number or by email; sschuyler@upperskagit.com and would be available to meet with your appropriate staff.

Respectfully,

Jennifer R. Washington Chair
Upper Skagit Indian Tribe

OUR LAND IS OUR FUTURE

UNION OF BRITISH COLUMBIA INDIAN CHIEFS

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Fax: 604-684-5726
1-800-793-9701
Email: ubcic@ubcic.bc.ca
Web: www.ubcic.bc.ca

April 1, 2019

Brian Kynoch, President
Don Parson, Chief Operating Officer
Imperial Metals Corporation
580 Hornby Street, Suite 200
Vancouver, BC V6C 3B6
Via email: inquiries@imperialmetals.com

RE: Imperial Metals' Application for Exploratory Mining Permit in Skagit River

Dear Brian Kynoch, President of Imperial Metals and Don Parsons, Chief Operating Officer:

The Union of BC Indian Chiefs (UBCIC) writes to express our grave concern about Imperial Metals' current application for an exploratory mining permit in the headwaters of the Skagit River. This permit represents Imperial Metals' continued lack of concern for the welfare of the environment and the concerns of First Nations; it signifies the privileging of corporate investments over the conservation of the Skagit River and the protection of the abundance of vulnerable wildlife populations in the Upper Skagit region.

Above all, it is highly alarming that a company with an operating history mired by the 2014 Mount Polley tailings breach not only continues to seek a discharge effluent permit for the Mount Polley mine, but a permit that could open the gateway to another out of compliance mining operation. UBCIC, concerned First Nations and conservationists from Canada and the U.S. do not want a repeat of Mount Polley: the continued corporate evasion of accountability and disciplinary action, and the complete disregard for the First Nations impacted and still recovering from the catastrophe.

UBCIC's submission to the United Nations Special Rapporteur's Report on Natural Resource Extraction and Racial Discrimination pointed to how natural resource extraction projects such as the Mount Polley Mine systemically violate Indigenous Title and Rights while allowing corporations to operate with little supervision from the State. In line with this report and UBCIC's Resolution 2011-22 that outlined the need for mining policy to be overhauled to fully respect First Nation Title and Rights, UBCIC urges Imperial Metals to honor the *United Nations Declaration on the Rights of Indigenous Peoples*, the most comprehensive international human

rights instrument addressing the welfare and rights of Indigenous Peoples. As your company seeks to begin drilling for mineral deposits in the Skagit River watershed, it is imperative your actions do not contravene or undermine the *UN Declaration*, including Article 29 which affirms that Indigenous peoples have the right to protect and conserve the environment and the productive capacity of their lands, territories, and resources, and to have their right to free, prior and informed consent consistently honoured. It is unacceptable for Imperial Metals to carry out any operations or actions that are not premised on full engagement and consultation with concerned First Nation parties.

One of our key concerns is the potential damage Imperial Metals stands to inflict upon a region that is home to vulnerable ecosystems and that has already been besieged by BC led logging operations. As your company holds most of the mining tenures in the so-called “donut hole,” the 5,800-hectare area of unprotected forests and mountains surrounded by Manning and Skagit Provincial Parks, we urge you to protect and help recover endangered populations of bull trout, chinook salmon and steelhead. It is essential that you uphold the integrity of a watershed that is critical to salmon populations and the people in Washington State that rely upon it for clean drinking water. The Skagit Environmental Endowment Commission (SEEC) has negotiated with Imperial Metals for years over your mining tenures, and we urge you to honor their mandate to conserve and protect the watershed and to acquire remaining mining and timber rights in order to acquire the protected status this region needs.

The Upper Skagit Tribe has already expressed concerns over the impacts mining could have on the Skagit River that is of utmost importance to their culture and livelihoods. The salmon and southern killer whales that are supported by this watershed are worth more than metal and toxic waste; they are a vital part of our cultures and should be appreciated by future generations to come. As evidenced by the Mount Polley Mine disaster, launching a gold and copper mine brings with it the associated risks of tailings pond spills and the leaching of heavy metals from these wastewater reservoirs. This is highly concerning given that copper is particularly lethal to salmon and injurious to their nervous systems; any lapses in mining operations may have catastrophic consequences for the aquatic ecosystems of the Skagit River.

Considering the significant environmental ramifications mining will have in this area, UBCIC calls upon you to keep the Skagit River watershed as a pristine region in which wildlife, flora, and life thrives. This unequivocally means ceding your mining tenures to the SEEC, ensuring First Nation Title, Rights, and concerns are recognized and heeded, and that further action is taken to ensure that oversight and accountability measures are in place in to prevent further negligence in your operations.

On behalf of the UNION OF BC INDIAN CHIEFS



Grand Chief Stewart Phillip
President



Kukpi7 Judy Wilson
Secretary-Treasurer

OUR LAND IS OUR FUTURE

UNION OF BRITISH COLUMBIA INDIAN CHIEFS

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Web: www.ubcic.bc.ca

CC: Scott Schuyler, Director of Natural Resources for Upper Skagit Tribe
UBCIC Chiefs Council
Chris Tunnoch, Manager, Strategic Initiatives, South Coast Region, Ministry of Forests,
Lands, Natural Resource Operations & Rural Development



SKAGIT WATERSHED COUNCIL

A Community Partnership for Salmon

Council of Members

American Rivers
Aspect Consulting, LLC
Children's Museum of Skagit County
City of Anacortes
City of Burlington
City of Mount Vernon
City of Sedro-Woolley
Fidalgo Fly Fishers
Geo Engineers, Inc.
Long Live the Kings
Mount Baker-Snoqualmie National Forest
Natural Systems Design
North Cascades Institute
North Cascades National Park
Padilla Bay National Estuarine Research Reserve
Port of Skagit
Public Utility District #1 of Skagit County
Puget Sound Energy
Puget Sound Partnership
RE Sources for Sustainable Communities
Samish Indian Nation
Seattle City Light
Skagit Audubon Society
Skagit Conservation District
Skagit County
Skagit Fisheries Enhancement Group
Skagit Land Trust
Skagit River Bald Eagle Awareness Team
Skagit River System Cooperative
Tetra Tech
The Nature Conservancy
Town of Hamilton
Town of La Conner
Trout Unlimited – Wild Steelheaders United
Upper Skagit Indian Tribe
Washington Department of Fish and Wildlife
WA State Dept. of Ecology
Washington Water Trust
Western WA Agricultural Association
Wildcat Steelhead Club
Wild Steelhead Coalition
WSU Skagit County Extension

April 16, 2019

David Caughill, Regional Director
BC Southwest Mines Division
P.O. Box 9395, STN PROV GOVT
Victoria, B.C. V8W9M9

RE: Comments on Imperial Metals Corp. 0700195 – Giant Copper permit request

Dear Director Caughill,

Thank you for your time addressing public comments. The Skagit Watershed Council is writing to express our concern about Imperial Mining Corporation's mining proposals in the upper Skagit River watershed area known as the "Donut Hole" and the potential impacts it may have on salmon and fisheries downstream, and the communities that rely on them.

The Skagit Watershed Council is a community partnership for salmon with 42 member organizations all committed to our mission of understanding, protecting and restoring the productivity of healthy ecosystems in order to support sustainable fisheries. We've invested well over \$100M into hundreds of voluntary habitat projects and implemented tight regulatory controls to balance natural resources and economic development within the watershed. While other watersheds within the Puget Sound are seeing continued declines in threatened wild Chinook salmon, the Skagit watershed is one of the few that have an upward trend in recovery. NOAA has identified North Puget Sound Chinook as one of the most critical food sources for the Southern Resident Killer Whales, and the majority of those come from the Skagit River system. We feel it is imperative that we hold the line in the Skagit Watershed.

Copper, even at very low concentrations, is lethal to salmon. Further, studies have shown that salmon exposed to copper at sublethal doses showed impairments to their olfactory nervous system which is critical for salmon migration, avoidance of predators and survival (Baldwin et. al 2013). We also understand that the type of mining necessary to extract copper and gold resources produces other heavy metals and acidic tailings that will have additional impacts downstream. Even with Best Management Practices and assurances made, Imperial Metals' recent history of the tailing dam failure at the Mount Polley copper mine in British Columbia tells us there is no way to remove all risk to downstream resources and communities. The known and potential impacts from the proposed type of mining are a risk that cannot be allowed to proceed given the role the Skagit River plays as a cornerstone of Southern Resident Killer Whales, Chinook salmon, steelhead, and bull trout recovery under the United States Endangered Species Act and the Canadian Species at Risk Act.

The Skagit Watershed Council stands ready to support the Canadian Government, Skagit Environmental Endowment Commission and private property owners in the Donut Hole to negotiate purchase and extinguishment of all mining claims in the area.

We ask that you please deny the 5-year exploration permit and help us facilitate long-term conservation of this unique and irreplaceable resource.

Sincerely,

A handwritten signature in blue ink that reads "Richard Brocksmit". The signature is written in a cursive, flowing style.

Richard Brocksmit,
Executive Director, Skagit Watershed Council

CC:

Honorable John Horgan, British Columbia Premier
Honorable Doug Donaldson, MLA
Honorable Michelle Mungall, MLA Honorable George Heyman, MLA
Grand Chief Stewart Phillip, Union of BC Indian Chiefs President
Honorable Jay Inslee, WA Governor
Honorable Jenny Durkin, Seattle Mayor
Honorable Patty Murray, US Senator
Honorable Maria Cantwell, US Senator
Honorable Suzan DelBene, US Representative
Honorable Rick Larsen, US Representative
Chris Tunnoch, Canada Secretary, SEEC & Manager Strategic Initiatives, MFLNRO & RD
Kate Engel, USA Secretary, SEEC
Members of SWC