

**** Per Governor's emergency [Proclamation 20-28.8](#) issued July 31, 2020, 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 2096](#), adopted July 27, 2020, extending the duration of Resolution 2082 through September 30, 2020, all in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held telephonically regardless of whether the City has the capability of video recording meetings.**

- Meetings may be viewed live or viewed after the fact on the [City of Anacortes website](#) or on [Channel 10](#).
- The public may also listen to the meeting by phone: 312-757-3121, Access Code: 373-576-877
- The public is encouraged to comment via email to cityclerk@cityofanacortes.org, via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221, or via [eComment](#). 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.
- To speak during the meeting, call 360-293-1904 before an agenda item begins to get in the queue to comment.



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

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

August 3, 2020
6:00 p.m.

PRELIMINARY AGENDA

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

- 1. Call to Order**
- 2. Announcements and Committee Reports**
 - a. COVID-19 Update
 - b. Fiber Committee
 - c. Community Center/Pool Committee
 - d. Public Works Committee
- 3. Public Comment**
- 4. Consent Agenda (Action)**
 - a. Minutes of July 27, 2020
 - b. Approval of Claims in the amount of: \$2,022,194.85
 - c. Contract Awards: Treatment Plant Chemicals 2020-2021 #20-162-IDS
 - d. Contract Approval: Dark Fiber Lease for Island Hospital #20-171-FBR-001
- 5. Other Business**
- 6. Adjournment**



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning August 10, 2020

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

August 10, 2020

- Critical Area Regulations - Workshop: Draft 2 General Provisions and Critical Areas Procedures (Discussion)

August 17, 2020

- Critical Area Regulations - Workshop: Draft 2 Wetlands and Fish and Wildlife Habitat (Discussion)

August 24, 2020

- Critical Area Regulations - Workshop: Draft 2 Critical Aquifers, Frequently Flooded, and Geologically Hazardous Areas (Discussion)

September 8, 2020

September 14, 2020

September 21, 2020

- Resolutions 2082/2085/2096 Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic (Discussion)

September 28, 2020

October 5, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Aug 3, 2020, 5:00 PM, Teleconference
- Public Safety, Tuesday, Aug 4, 2020, 10:00 AM, Teleconference
- Housing Affordability & Community Services, Monday, Aug 10, 2020, 4:00 PM, Teleconference
- Planning, Monday, Aug 10, 2020, 5:00 PM, Teleconference
- Port/City Liaison, Tuesday, Aug 11, 2020, 8:30 AM, Teleconference
- Finance, Wednesday, Aug 12, 2020, 5:00 PM, Teleconference
- Fiber, Thursday, Aug 13, 2020, 2:30 PM, Teleconference
- Public Works, Monday, Aug 17, 2020, 5:00 PM, Teleconference
- Traffic Safety, Tuesday, Aug 18, 2020, 9:00 AM, TBD
- Community Center / Pool, Thursday, Aug 20, 2020, 3:30 PM, TBD
- Parks & Recreation, Thursday, Aug 20, 2020, 6:00 PM, Teleconference
- Planning, Monday, Aug 24, 2020, 5:00 PM, Teleconference

City Council has resumed the Public Comment section on this agenda. This was permitted by [Resolution 2096](#) which Council approved on July 27.

City Council meetings will continue to be held *electronically only* at least through September 1, 2020 per the Governor's [Proclamation 20-28.8](#).

However, beginning next Monday the public will have an opportunity to participate in electronic Anacortes City Council meetings. Public participation will be accepted just as it was during meetings held in the Council Chambers prior to COVID:

- during the Public Comment portion of the agenda
- during advertised Public Hearings
- during agenda items marked for public comment

Members of the public who want to watch the electronic meeting without participating will still be able to :

- live stream City Council meetings from the City website
- watch live on Channel 10
- listen to meetings live by phone
- watch recorded meetings after the fact on the website or on Channel 10.

Written public comment will continue to be accepted until 3:00 p.m. the day of each City Council meeting via:

- U.S. Mail
- email to the City Clerk
- Agenda eComment on the city website

Detailed instructions for exercising all of these options will be published this Wednesday, August 5, at the same time the agenda for the August 10 meeting is published. Instructions will be repeated as each weekly agenda is published and will also be displayed live during each meeting.

Members of the public who require special assistance to participate in or access the meetings may contact the [City Clerk](#) 24 hours before the meeting to make special arrangements.

Anacortes City Council Minutes – July 27, 2020

Mayor Laurie Gere called to order the Anacortes City Council meeting of July 27, 2020 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Matt Miller all participated in the meeting in absentia via video conference.

Announcements and Committee Reports

Confirmation of Library Director: Mayor Gere requested confirmation of her appointment of Jeff Vogel as Director of the Anacortes Public Library effective August 1, 2020. The mayor summarized Mr. Vogel's qualifications as detailed in the packet materials for the meeting. Mr. Walters moved, seconded by Mr. Miller, to confirm the appointment of Jeff Vogel as Library Director. The motion carried unanimously by voice vote. Mr. Vogel thanked the mayor and City Council for the opportunity to serve the city in his new capacity.

COVID-19 Update: Mayor Gere reported current COVID case statistics for Anacortes and Skagit County. She described her visit to the Skagit County testing site and expressed hope that the site would eventually serve as a vaccination site instead. The mayor summarized the governor's latest restrictions on social interaction.

Finance Committee: Mr. Carter reported from the committee meeting the prior week. He said the committee had previewed Mr. Hoglund's finance update and budget discussion that would be addressed later on the agenda.

Personnel Committee: Ms. Cleland-McGrath reported from the committee meeting the prior week. She noted with regret that Human Resources Director Vanessa Bronsema would be leaving the city but that Ms. Bronsema was working on extending bargaining unit agreements, planning the search for a new director and arranging interim coverage for her position.

Planning Committee: Ms. Moulton reported from the committee meeting earlier in the evening. She summarized the topics discussed including potential use of CDBG funding for rental assistance to low income residents, the Critical Areas Regulations update which would come to Council for consideration in August, the Shoreline Master Program update, city-owned property on West 5th Street that could potentially be used for affordable housing, opportunities for tiny homes to be placed on land owned by religious organizations, status of the city's Small Business Stabilization grants, staffing needs in the Planning Department, and the upcoming installation of the parklets on Commercial Avenue to expand outdoor restaurant seating capacity. Mr. Walters added that the committee supported filling the currently vacant Senior Planner position. He also clarified the procedures for updating the Critical Areas Regulations, which had been followed consistent with city code.

Public Comment

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

Consent Agenda

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

- a. Minutes of July 20, 2020
- b. Approval of Claims in the amount of: \$483,055.50
- c. Interlocal Agreement with City of Burlington for Dark Fiber Lease #20-169-FBR-001

The following vouchers/checks were approved for payment:
EFT numbers: 97705 through 97741, total \$333,499.48
Check numbers: 97742 through 97747, total \$28,350.85
Wire transfer numbers: 271034 through 271416, total \$121,205.17

OTHER BUSINESS

Monthly Finance Update and COVID-19 Impacts

Finance Director Steve Hoglund presented the monthly update on the city's financial position, referring to the graphs and charts that had been included in the packet materials for the meeting. He compared actual vs. budgeted revenue streams to each other and to the same point the prior year. He noted that shortfalls in some streams were significant but not as severe as had initially been feared and that some revenue streams such as utility tax and permit fees were coming in greater than budgeted.

2021 Budget Planning

Mr. Hoglund invited Council feedback on the option of reverting to annual budgeting for 2021. He said staff recommended that change given the difficulty of projecting revenue streams due to COVID-19. Mr. Hoglund also recommended maintaining the provisions of Resolution 2082 calling for a hiring freeze where possible and for deferring purchase of all non-mandatory equipment. He addressed his expectations for both revenue and expenditure reductions in 2021, referring to his slide presentation that had been included in the packet materials for the meeting. Finally, Mr. Hoglund reviewed with City Council the budget goals established in 2016. He solicited Council input on any amendments to those goals.

Councilmembers were generally supportive of adopting an annual budget for 2021. Mr. Walters asked the mayor to bring Council a budget proposal that included the hiring freeze but listed any specific exceptions to that freeze, included the deferral of purchase of any non-mandatory equipment, and in all other ways was a very conservative budget with the exception of spending to maintain city infrastructure that would become unusable without adequate spending, including the pavement network. Mr. Walters also supported pushing the budget process as late in the year as possible to allow the most accurate forecasting.

Resolution 2096: Extending the Duration of Resolution 2082 Providing Temporary Procedures to Respond to the COVID-19 Epidemic

Mr. Hoglund presented Resolution 2096 to extend the terms of Resolution 2082 through September 30, 2020, as directed by City Council at its meeting on July 20, 2020. Mr. McDougall asked if staff was implementing technology that would allow public participation in virtual meetings. Mayor Gere confirmed that technology would be in place for the August 10, 2020 City Council meeting.

Mr. Miller moved, seconded by Mr. Young, to approve Resolution 2096 as presented. Vote: Ayes – Young, Walters, Cleland-McGrath, Moulton, McDougall, Miller and Carter. Motion carried.

There being no further business, at approximately 7:00 p.m. the Anacortes City Council meeting of July 27, 2020 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the August 3, 2020 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
271891	3/17/2020	37240	ANALYTICAL SERVICES INC	WTP FILTERS AEROBIC ENDOSPORE TESTING - 1 OF 6	\$ 595.00	dwtp
271890	3/31/2020	37341	ANALYTICAL SERVICES INC	WTP FILTERS AEROBIC ENDOSPORE TESTING - 2 OF 6	\$ 1,128.00	dwtp
271893	4/6/2020	37386	ANALYTICAL SERVICES INC	WTP FILTERS AEROBIC ENDOSPORE TESTING - 5 OF 6	\$ 703.00	dwtp
271895	4/6/2020	37385	ANALYTICAL SERVICES INC	WTP FILTERS AEROBIC ENDOSPORE TESTING - 4 OF 6	\$ 703.00	dwtp
271898	4/6/2020	37384	ANALYTICAL SERVICES INC	WTP FILTERS AEROBIC ENDOSPORE TESTING - 3 OF 6	\$ 703.00	dwtp
271897	4/13/2020	37413	ANALYTICAL SERVICES INC	WTP FILTERS AEROBIC ENDOSPORE TESTING - 6 OF 6	\$ 703.00	dwtp
271861	5/5/2020	148284	FIDALGO ANIMAL MEDICAL CENTER	K9 T-BONE VACCINES	\$ 61.91	apd
271878	5/15/2020	INV-US-47875	ENVISIONWARE, INC	LIBRARY RFID EQUIPMENT	\$ 17,143.99	publib
271819	6/6/2020	149297	FIDALGO ANIMAL MEDICAL CENTER	K9 T-BONE EXAM & MEDICINE	\$ 293.11	apd
271818	6/9/2020	149357	FIDALGO ANIMAL MEDICAL CENTER	K9 T-BONE VACCINES	\$ 30.05	apd
271809	6/15/2020	ESO-36436	ESO SOLUTIONS, INC	1 YEAR SUBSCRIPTION (MED PORTION) 7/15/20-7/14/2021	\$ 4,975.25	medic
271501	6/23/2020	100614	VECA ELECTRIC & TECHNOLOGIES	WASHINGTON PARK CAMPGROUND UTILITY UPGRADES	\$ 33,614.12	parks1
271522	6/30/2020	97543715	150-PRAXAIR DISTRIBUTION INC	MAINTENANCE SUPPLIES	\$ 229.34	dwwtp
271879	6/30/2020	20-06105	SEAHURST ELECTRIC, INC	WWTP INCINERATOR MCC REPLACEMENT	\$ 25,348.84	dwwtp
271901	6/30/2020	207228	WIDENER & ASSOCIATES	WWTP OUTFALL PERMITTING SERVICES - JUNE 2020	\$ 2,013.20	pw1
271902	6/30/2020	207229	WIDENER & ASSOCIATES	SK RIVER 42" WATER LINE - DESIGN ASSISTANCE & PERMITTING - JUNE 2020	\$ 2,005.65	pw1
271903	6/30/2020	207227	WIDENER & ASSOCIATES	GUEMES CHANNEL TRAIL - BIOLOGICAL EVALUATION & PERMIT - JUNE 2020	\$ 6,179.60	pw1
271802	7/1/2020	48921	CITIES DIGITAL, INC.	DOCUSIGN ANNUAL SUBSCRIPTION 9/1/20-9/1/2021	\$ 2,992.00	legal
271906	7/2/2020	9316647587	GRAYBAR ELECTRIC COMPANY, INC	MATERIALS FOR FIBER NETWORK LIBRARY TO MSTs	\$ 806.82	fiber
271531	7/2/2020	399453	SUN BADGE CO.	BADGES; DET SGT, DET CORP AND DETECTIVE	\$ 304.25	apd
270741	7/4/2020	July	SKAGIT LAW GROUP PLLC	PROSECUTION SERVICES JULY 2020	\$ 6,305.00	legal
271521	7/7/2020	12684	NORTHWEST CLEAN AIR AGENCY	AIR OPERATING PERMIT PROGRAM FEE FY21	\$ 13,127.04	dwwtp
271875	7/7/2020	P0001-41	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - MAY 2020	\$ 2,120.50	dwwtp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
271214	7/13/2020	RefundGray	GRAY, JACK	WA PARK CAMPGROUND REFUND GRAY	\$ 27.00	parks1
271426	7/13/2020	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 6/5-7/7/20	\$ 2,888.71	parks1
271213	7/14/2020	RefundHarkins	HARKINS, CAROLYN	WA PARK CAMPGROUND REFUND HARKINS	\$ 43.00	parks1
271273	7/14/2020	RefundWalston	WALSTON, SARAH	WA PARK CAMPGROUND REFUND WALSTON	\$ 43.00	parks1
271709	7/15/2020	0897952	FERGUSON ENTERPRISES, INC	REGISTERS FOR INVENTORY	\$ 573.88	wdist
271532	7/15/2020	150610	FIDALGO ANIMAL MEDICAL CENTER	K9 T-BONE MEDICATIONS	\$ 110.84	apd
271275	7/15/2020	RefundLe	LE, TINA	WA PARK GROUP CAMP SITE REFUND LE	\$ 300.00	parks1
271272	7/15/2020	RefundMcGaha	MCGAHA, ALICIA	WA PARK GROUP CAMP REFUND MCGAHA	\$ 300.00	parks1
271274	7/15/2020	RefundMcjie	MCHIE, ARCH	WA PARK CAMPGROUND REFUND MCHIE	\$ 54.00	parks1
271276	7/15/2020	RefundPollard	POLLARD, GRACE	WA PARK GROUP CAMP AND SHELTER REFUND POLLARD	\$ 267.00	parks1
271410	7/16/2020	RefundBelisle	BELISLE, BRENDA	STORVIK PICNIC SHELTER REFUND BELISSLE	\$ 35.00	parks1
271345	7/16/2020	RefundBrown	BROWN, HANNAH	WA PARK PICNIC SHELTER REFUND BROWN	\$ 67.00	parks1
271342	7/16/2020	RefundBustanoby	BUSTANOBY, DAWN	WA PARK CAMPGROUND REFUND	\$ 39.00	parks1
271527	7/16/2020	828	SKAGIT COUNTY PUBLIC HEALTH	SENIOR ACTIVITY CENTER LUNCH QUARTER APR-JUN 2020	\$ 9,362.50	parks1
271922	7/16/2020	10604	SUPER HAWK CANOPIES	VEHICLE ACCESSORY	\$ 1,083.92	fiber
271344	7/16/2020	RefundThomas	THOMAS, LARRY	WA PARK PICNIC SHELTER REFUND THOMAS	\$ 67.00	parks1
271422	7/17/2020	8498 30 017 0543538	COMCAST	DEPOT 611 R AVENUE - 7/22-8/21/20	\$ 186.12	parks1
271347	7/17/2020	RefundEdinger	EDINGER, KELLY	WA PARK PICNIC SHELTER REFUND EDINGER	\$ 67.00	parks1
271343	7/17/2020	RefundGeisthardt	GEISTHARDT, MAELYN	WA PARK PICNIC SHELTER REFUND	\$ 10.00	parks1
271412	7/17/2020	RefundHarris	HARRIS, LACI	STORVIK PICNIC SHELTER REFUND HARRIS	\$ 70.00	parks1
271423	7/17/2020	RefundKuebler	KUEBLER, ERV	WA PARK CAMPGROUND REFUND KUEBLER	\$ 61.00	parks1
271864	7/17/2020	1799543	MILES SAND & GRAVEL CO.	CRUSHED ROCK- STREET DEPT	\$ 311.17	dshop
271413	7/17/2020	RefundPowell	POWELL, LESLIE	STORVIK PICNIC SHELTER REFUND POWELL	\$ 35.00	parks1
271424	7/17/2020	RefundScavezze	SCAVEZZE, MIKE	WA PARK CAMPGROUND REFUND SCAVEZZE	\$ 27.00	parks1
271430	7/20/2020	RefundBrown	BROWN, 3405 172ND ST NE	WA PARK CAMPGROUND REFUND	\$ 183.00	parks1
271429	7/20/2020	RefundClose	CLOSE, LAVONE	WA PARK PICNIC SHELTER REFUND CLOSE	\$ 67.00	parks1
271428	7/20/2020	RefundFamilyLife	FAMILY LIFE ASSEMBLY	STORVIK PICNIC SHELTER REFUND ASSEMBLY	\$ 70.00	parks1
271518	7/20/2020	WAANA127107	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 57.01	dwwtp
271811	7/20/2020	WAANA127115	FASTENAL COMPANY	ANGLE FLASHLIGHT	\$ 106.61	medic
271887	7/20/2020	20411.12-2	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: 2007 BRADLEY DRIVE	\$ 152.16	plan
271888	7/20/2020	20411.13-2	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: 2802 OAKES AVE	\$ 152.16	plan

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
271889	7/20/2020	20411.15-1	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: 3007 MERIDIAN COURT	\$ 76.08	plan
271706	7/20/2020	9316873561	GRAYBAR ELECTRIC COMPANY, INC	MULTI-PORT SERVICE TERMINALS	\$ 526.74	fiber
271425	7/20/2020	RefundSheehy	SHEEHY, JOSEPH	WA PARK CAMPGROUND REFUND SHEEHY	\$ 59.00	parksl
271821	7/20/2020	1212825	SKAGIT PUBLISHING LLC	PUBLISH AA-2024048	\$ 157.32	finance
271517	7/20/2020	115397	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES	\$ 995.00	hr
271747	7/21/2020	279646C	BAY CITY SUPPLY	COVID-19 PPE	\$ 3,582.40	pwfac
271514	7/21/2020	RefundDotinga	DOTINGA, NICOLE	WA PARK CAMPGROUND REFUND DOTINGA	\$ 102.00	parksl
271865	7/21/2020	016101881	GALLS, LLC.	UNIFORM BOOTS; OFC DILLS	\$ 195.83	apd
271710	7/21/2020	0249650	SIRENNET.COM	SIREN CONTROL	\$ 435.03	dshop
271529	7/21/2020	RefundTracy	TRACY, CHRIS	WA PARK CAMPGROUND REFUND TRACY	\$ 61.00	parksl
271869	7/21/2020	331 0529265	UNIFIRST CORPORATION	WATER CREW LAUNDRY	\$ 45.49	wdist
271528	7/22/2020	CDBG Staum Inv #1	BANDANA SKIN ART & FINE ART	CDBG-CV BANDANA SBSG	\$ 10,000.00	plan
271713	7/22/2020	7175	C & C TIMBER INC	WA PARK FIREWOOD/RESELL ITEM	\$ 1,593.75	parksl
271719	7/22/2020	199 800 0000 4	CASCADE NATURAL GAS CORP.	703 R AVENUE 6/18-7/21/20	\$ 13.00	museum
271720	7/22/2020	912 800 0000 0	CASCADE NATURAL GAS CORP.	CARNEGIE 6/18-7/21/20	\$ 19.29	museum
271721	7/22/2020	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 6/18-7/21/20	\$ 256.17	finance
271746	7/22/2020	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPERATIONS 6/18-7/21/20 OPS	\$ 111.47	dshop
271812	7/22/2020	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 6/18-7/21/20	\$ 28.41	medic
271813	7/22/2020	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 6/18-7/21/20	\$ 47.24	medic
271866	7/22/2020	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 6/18-7/21/20	\$ 372.63	apd
271870	7/22/2020	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 06/18-7/21/20	\$ 19.29	parksl
271871	7/22/2020	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 06/18-07/21/20	\$ 23.28	parksl
271872	7/22/2020	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 06/18-07/21/20	\$ 13.00	parksl
271873	7/22/2020	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 06/18-07/21/20	\$ 22.41	parksl
271874	7/22/2020	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 06/18-07/21/20	\$ 50.26	parksl
271894	7/22/2020	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 6/18-7/21/20	\$ 65.22	publib
271801	7/22/2020	0188-511315	CONSOLIDATED ELECTRICAL	INPUT POWER PARTS- #211	\$ 59.01	dshop
271715	7/22/2020	RefundDanolgyi	DANVOLGYI, LENA	WA PARK CAMPGROUND REFUND DANVOLGYI	\$ 27.00	parksl
271530	7/22/2020	RefundDerego	DEREGO, LANI	WA PARK CAMPGROUND REFUND DEREGO	\$ 27.00	parksl
271754	7/22/2020	2758224	FOSTER GARVEY PC	WTP 2017 MATER NO. 102	\$ 4,057.00	legal
271758	7/22/2020	2758222	FOSTER GARVEY PC	SOLID WASTE UTILITY WASTE MNGT. NO. 74	\$ 157.50	legal
271760	7/22/2020	2758225	FOSTER GARVEY PC	WALKER PRR MATTER NO. 59	\$ 1,425.00	legal
271762	7/22/2020	2758223	FOSTER GARVEY PC	WTP MATTER NO. 96	\$ 7,088.75	legal
271822	7/22/2020	2758226	FOSTER GARVEY PC	KOFFEL PROPERTY CONDEMNATION MATTER #104	\$ 1,522.50	legal
271707	7/22/2020	9316920510	GRAYBAR ELECTRIC COMPANY, INC	MULTI-PORT SERVICE TERMINALS	\$ 4,236.63	fiber

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
271900	7/22/2020	282	PUBLIC UTILITY DISTRICT NO 1	MUTUAL ASSISTANCE ON PROJECTS - SERVICES FOR SKAGIT RIVER RAW WATER PIPELINE	\$ 5,627.27	pw1
271745	7/22/2020	3348	SIGNDOG NW	COVID-19 PPE	\$ 190.40	pwfac
271807	7/22/2020	2729	SKAGIT 911	1ST QTR 2020 SPILLMAN FEES	\$ 1,736.08	medic
271526	7/22/2020	202007200160	SKAGIT HORTICULTURE	TEMPORARY EASEMENT FOR WATER PIPELINE CONSTRUCTION	\$ 10,000.00	dwtpt
271911	7/22/2020	Pay App 5	SUMMITX CONTRACTORS, INC	2020 WATERLINE REPLACEMENTS	\$ 263,647.61	pw1
271815	7/22/2020	331 0529433	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 87.89	dwtpt
271905	7/22/2020	303849	USA BLUE BOOK	HYDROCHLORIC ACID	\$ 24.94	dwtpt
271907	7/22/2020	R48174531	YOURMEMBERSHIP.COM, INC.	WTP OPERATOR JOB POSTING ANNOUNCEMENT ON WEB	\$ 299.00	hr
271748	7/23/2020	285689A	BAY CITY SUPPLY	COVID-19 PPE	\$ 531.97	pwfac
271749	7/23/2020	280107A	BAY CITY SUPPLY	COVID-19 PPE	\$ 2,550.05	pwfac
271714	7/23/2020	RefundHiginbotham	HIGINBOTHAM, ALAN	WA PARK CAMPGROUND REFUND HIGINBOTHAM	\$ 43.00	parks1
271712	7/23/2020	RefundHorlings	HORLINGS, ANDY	WA PARK CAMPGROUND REFUND HORLINGS	\$ 63.00	parks1
271752	7/23/2020	48664011	UNIVAR USA INC	CAUSTIC SODA	\$ 4,804.14	dwtpt
271708	7/23/2020	112451	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 140.00	dshop
271718	7/23/2020	112450	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 175.00	finance
271806	7/23/2020	112449	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 70.00	medic
271804	7/23/2020	2156657	WASHINGTON TRACTOR, INC	CARBURETOR- #11913A	\$ 53.80	dshop
271805	7/23/2020	2156653	WASHINGTON TRACTOR, INC	SUPPLIES- #711A	\$ 218.68	dshop
271876	7/24/2020	33474	ESARY ROOFING & SIDING CO INC	SENIOR CENTER METAL ROOF INSTALLATION	\$ 17,588.11	pw1
271816	7/24/2020	WABUR221117	FASTENAL COMPANY	FILTERS X 48	\$ 251.69	dwtpt
269541	7/24/2020	0886358	FERGUSON ENTERPRISES, INC	WATER REGISTERS FOR INVENTORY	\$ 11,579.04	wdist
271798	7/24/2020	9316966304	GRAYBAR ELECTRIC COMPANY, INC	MULTI-PORT SERVICE TERMINALS	\$ 3,541.79	fiber
271814	7/24/2020	1021720	LIFE ASSIST, INC	C-COLLARS, SAFETY GLASSES, SHARPS	\$ 933.92	medic
271799	7/24/2020	001-472452	PISTON SERVICE OF ANACORTES	FITTINGS FOR OIL DRAIN- #9902A	\$ 11.02	dshop
271800	7/24/2020	001-472409	PISTON SERVICE OF ANACORTES	BATTERY- #204	\$ 304.53	dshop
271880	7/27/2020	001-472577	PISTON SERVICE OF ANACORTES	J-B WELD #704	\$ 6.19	dshop
271881	7/27/2020	001-472634	PISTON SERVICE OF ANACORTES	FILTERS, CLAMPS- #2910	\$ 24.50	dshop
271882	7/27/2020	001-472633	PISTON SERVICE OF ANACORTES	HYDRAULIC FITTING- #2910	\$ 19.92	dshop
271883	7/27/2020	0249762	SIRENNET.COM	POLICE LIGHTS #211A	\$ 512.71	dshop
271863	7/27/2020	112455	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 122.50	finance
271913	7/28/2020	20-093-FAC-0011	DOORMAN COMMERCIAL, LLC	RETAINAGE RELEASE	\$ 1,424.38	pw1
271918	7/28/2020	20-143-WTR-0011	GATEWAY CONTROLS, INC	RETAINAGE RELEASE	\$ 84.80	pw1
271885	7/28/2020	Pay App 2	IMCO GENERAL CONSTRUCTION	SKAGIT RIVER RAW WATER PIPELINE AND CLEARWELL PROJECT - JULY 2020	\$ 1,513,900.50	pw1
271908	7/28/2020	001-472720	PISTON SERVICE OF ANACORTES	FILTERS- #7919	\$ 15.26	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
271920	7/28/2020	20-117-WTR-0011	SEAHURST ELECTRIC, INC	RETAINAGE RELEASE	\$ 1,280.00	pw1
271810	8/1/2020	20200801	CHOWANEC, WILLIAM	STA 3 RENT: AUGUST	\$ 2,340.00	medic
271916	8/16/2020	20-102-FAC-0011	MOUNT VERNON CARPET	RETAINAGE RELEASE	\$ 1,616.71	pw1

Total **\$2,022,194.85**



City Council Contract Agenda Bill

Meeting Date: 8/3/2020 **Agenda Item:** 4c

Subject: Contract Awards – Treatment Plant Chemicals 2020-2021 #20-162-IDS

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Award

Summary Statement: City staff seeks Council consent to award contracts as listed in the attached memo for treatment plant chemicals for the 2020-2021 cycle.

Background:

1. History: In an effort to ensure that we obtain the best price for treatment chemicals, the request for bids is submitted every year. In addition, this allows us to take advantage of new innovative and more efficient chemicals that are developed.
2. Key Terms:
 - All contracts run from 9/1/20-8/31/21
3. Competitive Bidding: On July 1, 2020 the City issued an [Invitation to Bid](#) for the subject project and on July 14, 2020 a public bid opening was conducted and 11 bids were received. Bid results are provided in the attached memo.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign the contracts as listed in the attached memo for treatment plant chemicals for the 2020-2021 cycle.

Alternative Actions: N/A

Attachments: Contract Awards Recommendation Memo, Chemical Cost Comparisons, Chemical Contracts 20-162-IDS-001 through 20-162-IDS-008

Contractor	See memo
Contract Amount	See memo
BARS #	401.730.534.10.34
Earmarked Funds	\$506,624.85
BARS #	440.750.535.83.31
Earmarked Funds	\$168,527.45
Start Date	9/1/2020
End Date	8/31/2021



CITY OF ANACORTES
Legal Department
Tiffany Matson, Contract Specialist

Bids for chemicals were publically opened at 3:00pm on July 14, 2020 for the following chemicals:

1. 960 Tons Liquid Aluminum Sulfate
2. 6.5 Tons Polymer Clarifloc A-3310 – for WTP
3. 6 Tons Sodium Fluoride
4. Sodium Hydroxide
 - 4a. 300 Tons dry weight
 - 4b. 5,000 Gallons
 - 4c. 500 Gallons in mini-bulk deliveries
 - 4d. 150,000 Gallons
5. 180,000 Gallons Sodium Hypochlorite
6. 12 Tons Polymer Clarifloc WE785 – for WWTP
7. 3,500 Gallons Sodium Bisulfite
8. 33,000 Gallons Nitrate Solution
 - 8a. 8,000 Gallons
 - 8b. 25,000 Gallons

Bids were received as follows:

* = APPARENT WINNER

CHEMICAL NAME	BID PRICE
1. ALUMINUM SULFATE ♦ ChemTrade Chemicals* ♦ Eco Services Operations Corp. ♦ Kemira Water Solutions	 \$384.00/ton \$420.00/ton \$524.00/ton
2. POLYMER - for WTP ♦ Polydyne, Inc.*	 \$1.80/lb
3. SODIUM FLUORIDE ♦ Cascade Columbia* ♦ Univar Solutions USA	 \$1,850.00/ton \$2,475.00/ton
4. SODIUM HYDROXIDE 4a. 300 DRY TONS ♦ Univar Solutions USA* ♦ NorthStar Chemical ♦ JCI Jones Chemical ♦ Cascade Columbia 4b. 5,000 GALLONS ♦ NorthStar Chemical* ♦ JCI Jones Chemical ♦ Univar Solutions USA ♦ Cascade Columbia 4c. 500 GALLONS IN MINI DELIVERIES ♦ Univar Solutions USA* ♦ NorthStar Chemical	 \$590.00/ton \$628.00/ton \$675.00/ton \$1,120.00/ton \$1.30/gallon \$1.32/gallon \$1.39/gallon \$1.75/gallon \$1.39/gallon \$1.90/gallon

4d. 150,000 GALLONS ♦ Univar Solutions USA ✱ ♦ NorthStar Chemical ♦ JCI Jones Chemical ♦ Cascade Columbia	\$0.8011/gallon \$0.8450/gallon \$0.92/gallon \$1.64/gallon
5. SODIUM HYPOCHLORITE ♦ Hasa, Inc. ✱ ♦ JCI Jones Chemical ♦ Cascade Columbia	\$0.88/gallon \$0.89/gallon \$1.20/gallon
6. POLYMER - for WWTP ♦ Polydyne, Inc ✱	\$1.35/lb
7. SODIUM BISULFITE ♦ NorthStar Chemical ✱ ♦ Univar Solutions USA	\$3.61/gallon \$4.08/gallon
8. CALCIUM NITRATE SOLUTION 33,000 Gallons 8a. 8,000 GALLONS ♦ Evoqua Water Technologies ✱ 8b. 25,000 GALLONS ♦ Two Rivers Terminal ✱ ♦ Evoqua Water Technologies	\$2.04/gallon \$1.92/gallon \$2.04/gallon

Brian McDaniel, Anacortes Water Treatment Plant Manager, has reviewed the chemical bids and recommends acceptance of the following low bids:

1. Aluminum Sulfate	ChemTrade Chemicals
2. Polymer	Polydyne, Inc.
3. Sodium Fluoride	Cascade Columbia
4d. Sodium Hydroxide – 150,000 Gal	Univar Solutions USA
5. Sodium Hypochlorite	Hasa, Inc.

Harry Whyte, Anacortes Waste Water Treatment Plant, has reviewed the chemical bids and recommends acceptance of the following low bids:

4b. Sodium Hydroxide – 5,000 Gal	NorthStar Chemical
4c. Sodium Hydroxide – 500 Gal	Univar Solutions USA
5. Sodium Hypochlorite	Hasa, Inc.
6. Polymer	Polydyne, Inc.
7. Sodium Bisulfite	NorthStar Chemical
8b. Calcium Nitrate Solution – 25,000 Gal	Two Rivers Terminal

Chad Tesarik, City of Mount Vernon Waste Water Treatment Plant, has reviewed the chemical bids and recommends acceptance of the following low bid:

4a Sodium Hydroxide – 300 Dry Tons	Univar Solutions USA
8a. Calcium Nitrate Solution – 8,000 Gal	Evoqua Water Technologies

CHEMICAL COST COMPARISON

Chemical	2019-2020		2020-2021		Cost Difference
1. Aluminum Sulfate	ChemTrade Chemicals	347/ton	ChemTrade Chemicals	384/ton	+37/ton
2. Polymer - WTP - Clarifloc A-3310	Polydyne, Inc.	1.80/lb	Polydyne, Inc.	1.80/lb	no change
3. Fluoride	Univar	0.95/lb	Cascade Columbia	0.925/lb	-0.025/lb
4. Sodium Hydroxide					
4a. Sodium Hydroxide (300 Dry Tons)	Jones Chemical	700/ton	Univar	590/ton	-110/ton
4b. Sodium Hydroxide (5,000 Gallons)	Univar	1.39/gallon	NorthStar Chemical	1.30/gallon	-0.09/gallon
4c. Sodium Hydroxide (500 Gallons)	Univar	1.39/gallon	Univar	1.39/gallon	no change
4d. Sodium Hydroxide (150,000 Gallons)	Univar	0.9573/gallon	Univar	0.8011/gallon	-0.156/gallon
5. Sodium Hypochlorite	Jones Chemical	0.92/gallon	Hasa, Inc.	0.88/gallon	-0.04/gallon
6. Polymer - WWTP - Clarifloc WE785	Polydyne, Inc.	1.35/lb	Polydyne, Inc.	1.35/lb	no change
7. Sodium Bisulfite	Univar	3.72/gallon	NorthStar Chemical	3.61/gallon	-0.11/gallon
8. Calcium Nitrate Solution					
8a. Calcium Nitrate Solution (8,000 Gal)	Evoqua	2.32/gallon	Evoqua	2.04/gallon	-0.28/gallon
8b. Calcium Nitrate Solution (25,000 Gal)	Two Rivers Terminal	1.92/gallon	Two Rivers Terminal	1.92/gallon	no change



CONTRACT 20-162-IDS-001

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and ChemTrade Chemicals US LLC a private company at 90 E Halsey Rd, Parsippany, NJ 07054 (herein after referred to as "Supplier").

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

- I. The Supplier shall furnish:
960 Tons (Dry Basis) Liquid Aluminum Sulfate 50% solution to meet AWWA Standard B403 - 93 of the latest revision. Furnished as required, delivered in 4,500 gallon quantities, F.O.B Destination, Freight Prepaid, ANACORTES WATER TREATMENT PLANT, 14489 RIVER BEND ROAD, MOUNT VERNON, WA 98273, in accordance with and as described in the City of Anacortes document entitled "Treatment Plant Chemicals 2020-2021" issued July 1, 2020 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and General Conditions contained therein.
- II. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.
- III. The Unit prices and quantities are specified in the attached Supplier's Bid which is hereby incorporated by reference.
- IV. The contract time is from September 1, 2020 to August 31, 2021.
- V. The Supplier for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Supplier in this Contract.
- VI. The Supplier shall coordinate all deliveries with the individual treatment plant(s).

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.

CHEMTRADE CHEMICALS US LLC

CITY OF ANACORTES

Laurie Gere, Mayor

Date

Date



CONTRACT 20-162-IDS-002

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Polydyne Inc. a private company at 1 Chemical Plant Rd, Riceboro, GA 31323 (herein after referred to as "Supplier").

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

I. The Supplier shall furnish:

6.5 Tons Polymer, Hydrex 3572, Clarifloc A-3310, dry powdered type, in 1600lb-2000lb bulk bags meeting Standard ANSI/NSF 60. Furnished as required, palletized on delivery, F.O.B Destination, Freight Prepaid, ANACORTES WATER TREATMENT PLANT, 14489 RIVER BEND ROAD, MOUNT VERNON, WA 98273.

12 Tons Polymer for belt filter press sludge, Clarifloc WE785, water soluble polymer in emulsion, or equal as determined by the City of Anacortes, in 250 gallon IBC totes with 2" camlock valve, with a UN rating of UN31HA1/Y. Furnished as required, F.O.B Destination, Freight Prepaid, ANACORTES WASTEWATER TREATMENT PLANT, 500 T AVENUE, ANACORTES, WA 98221. The totes shall be returnable at no charge to the City with a requirement of 8 empty totes or less at time of pickup.

The City reserves the right to evaluate to its satisfaction the performance of the polymer during the 60 days after the start of the contract. Plant staff shall be the sole judge of acceptability and performance of the product. If performance is deemed unsatisfactory, supplier shall accept all unused material for a full refund, with no restock fee, and no return freight charges to be paid by the City. Work shall be in accordance with and as described in the City of Anacortes document entitled "Treatment Plant Chemicals 2020-2021" issued July 1, 2020 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and General Conditions contained therein.

- II. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.
- III. The Unit prices and quantities are specified in the attached Supplier's Bid which is hereby incorporated by reference.
- IV. The contract time is from September 1, 2020 to August 31, 2021.
- V. The Supplier for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Supplier in this Contract.
- VI. The Supplier shall coordinate all deliveries with the individual treatment plant(s).

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.

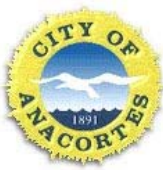
POLYDYNE INC.

CITY OF ANACORTES

Laurie Gere, Mayor

Date

Date



CONTRACT 20-162-IDS-003

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Cascade Columbia Distribution Co., a private company at 6900 Fox Ave. S. Seattle, WA 98108 (herein after referred to as "Supplier").

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

- I. The Supplier shall furnish:
6 Tons Sodium Fluoride, domestic water quality, meeting AWWA Standard B701-06 of the latest revision and Standard ANSI/NSF 60, in 50 pound bags. The City will be sole judge of performance. Any and all costs borne by the City which are associated with miss-performance of the product will be paid by the supplier. F.O.B Destination, Freight Prepaid, ANACORTES WATER DEPARTMENT, 301 BLUE HERON CIRCLE, ANACORTES, WA 98221, furnished as required for maximum storage for 40 bags. Must call at least 24 hours prior to delivery to schedule unloading; phone number 360-428-1598. Delivery vehicle length must not exceed 32' to accommodate unloading in an expedient manner. Work shall be in accordance with and as described in the City of Anacortes document entitled "Treatment Plant Chemicals 2020-2021" issued July 1, 2020 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and General Conditions contained therein.
- II. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.
- III. The Unit prices and quantities are specified in the attached Supplier's Bid which is hereby incorporated by reference.
- IV. The contract time is from September 1, 2020 to August 31, 2021.
- V. The Supplier for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Supplier in this Contract.
- VI. The Supplier shall coordinate all deliveries with the individual treatment plant(s).

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.

CASCADE COLUMBIA DISTRIBUTION CO.

CITY OF ANACORTES

Laurie Gere, Mayor

Date

Date



CONTRACT 20-162-IDS-004

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Univar Solutions USA Inc., a private company at 8201 S 212th St, Kent, WA 98032 (herein after referred to as "Supplier").

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

I. The Supplier shall furnish:

300 dry weight tons of Sodium Hydroxide. The sodium hydroxide shall be 25% concentration. Delivery of 300 dry weight tons shall be to the F.O.B Destination, Freight Prepaid, MOUNT VERNON WASTEWATER UTILITY, 1401 BRITT ROAD, MOUNT VERNON, WA 98273 in bulk tank loads of 4500 gallons each. Quote price in cost per dry ton.

Approximately 500 gallons in mini bulk deliveries of between 50-1000 gallons of all products will be available. Supplier shall provide delivery trailers that are equipped with up to five individually mounted product tanks, where up to four different products can be delivered from one trailer. The purpose of this service is to help the City of Anacortes eliminate the use of drum/tote storage and handling problems. Customer is responsible for product volume received not product volume ordered. There is no minimum delivery volume required and top-off service must be available if needed. F.O.B Destination, Freight Prepaid, ANACORTES PUMP STATION #13, 5918 CABANA WAY, and/or PUMP STATION #14 2100 FERRY TERMINAL RD, and/or PUMP STATION #15 1200 B AVE, and/or PUMP STATION #18 8071 S MARCH'S POINT RD, ANACORTES, WA 98221.

150,000 gallons of Sodium Hydroxide. The sodium hydroxide shall be 25% concentration and delivered in bulk tank truckloads. The City provides a two inch cam and groove fitting to accept delivery. The City will not pump the delivery off the truck nor shall the City supply high pressure air for that purpose. Each bulk delivery of 3800 - 4800 shall be to: F.O.B Destination, Freight Prepaid, ANACORTES WATER TREATMENT PLANT, 14489 RIVER BEND ROAD, MOUNT VERNON, WA 98273.

Work shall be in accordance with and as described in the City of Anacortes document entitled "Treatment Plant Chemicals 2020-2021" issued July 1, 2020 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and General Conditions contained therein.

- II. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.
- III. The Unit prices and quantities are specified in the attached Supplier's Bid which is hereby incorporated by reference.
- IV. The contract time is from September 1, 2020 to August 31, 2021.
- V. The Supplier for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Supplier in this Contract.
- VI. The Supplier shall coordinate all deliveries with the individual treatment plant(s).

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.

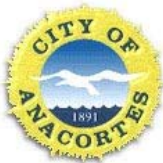
UNIVAR SOLUTIONS USA INC.

CITY OF ANACORTES

Laurie Gere, Mayor

Date

Date



CONTRACT 20-162-IDS-005

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Northstar Chemical, Inc., a private company at 14200 SW Tualatin-Sherwood Road, Sherwood, OR 97140 (herein after referred to as "Supplier").

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

- I. The Supplier shall furnish:
5,000 gallons of Sodium Hydroxide. The sodium hydroxide shall be 25% concentration and delivered in bulk tank truckloads. The City provides a two inch cam and groove fitting to accept delivery. The City will not pump the delivery off the truck nor shall the City supply high pressure air for that purpose. Each bulk delivery of 2000-2500 shall be to F.O.B Destination, Freight Prepaid, ANACORTES WASTEWATER TREATMENT PLANT, 500 T AVENUE, ANACORTES, WA 98221.

3,500 Gallons Sodium Bisulfite 38-40% solution, to be delivered as a mini-bulk service with shipments of between 50-2,500 gallons. Quote price in cost per gallon. Supplier shall provide delivery trailers that are equipped with up to five individually mounted product tanks, where up to four different products can be delivered from one trailer. The purpose of this service is to help the City of Anacortes eliminate the use of drum/tote storage and handling problems. Customer is responsible for product volume received not product volume ordered. There is no minimum delivery required and top-off service is available if needed. F.O.B Destination, Freight Prepaid. ANACORTES WASTEWATER TREATMENT PLANT, 500 T AVENUE, ANACORTES, WA 98221.

Work shall be in accordance with and as described in the City of Anacortes document entitled "Treatment Plant Chemicals 2020-2021" issued July 1, 2020 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and General Conditions contained therein.
- II. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.
- III. The Unit prices and quantities are specified in the attached Supplier's Bid which is hereby incorporated by reference.
- IV. The contract time is from September 1, 2020 to August 31, 2021.
- V. The Supplier for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Supplier in this Contract.
- VI. The Supplier shall coordinate all deliveries with the individual treatment plant(s).

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.

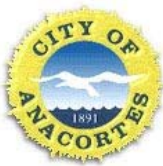
NORTHSTAR CHEMICAL, INC.

CITY OF ANACORTES

Laurie Gere, Mayor

Date

Date



CONTRACT 20-162-IDS-006

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Hasa, Inc, a private company at 23119 Drayton Street, Saugus CA 91350 (herein after referred to as "Supplier").

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

- I. The Supplier shall furnish:
180,000 Gallons of Sodium Hypochlorite 12.5% available chlorine minimum. Shall be delivered in bulk tank truckloads. Each bulk delivery shall not exceed 4,000 gallons of 12.5% solution. The City provides a two inch cam and groove fitting to accept delivery. The City will not pump the delivery off the truck nor shall the City supply high pressure air for that purpose. For deliveries to the Water Treatment Plant each delivery will be tested for clarity using a suspended solids quality test using vacuum filtration. The supplier shall provide a 1 liter sample from the truck to the operator for analysis prior to unloading. The 1 liter will be filtered and will be deemed acceptable if the 1 liter sample can be filtered in <3 minutes. Additional details can be provided on the test method upon request. Deliveries that fail the filter test will be rejected. Estimated quantities per location: 30,000 Gallons for F.O.B Destination, Freight Prepaid, ANACORTES WASTEWATER TREATMENT PLANT, 500 T AVENUE, ANACORTES, WA 98221; 150,000 Gallons for F.O.B Destination, Freight Prepaid, ANACORTES WATER TREATMENT PLANT, 14489 RIVER BEND ROAD, MOUNT VERNON, WA 98273. Work shall be in accordance with and as described in the City of Anacortes document entitled "Treatment Plant Chemicals 2020-2021" issued July 1, 2020 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and General Conditions contained therein.
- II. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.
- III. The Unit prices and quantities are specified in the attached Supplier's Bid which is hereby incorporated by reference.
- IV. The contract time is from September 1, 2020 to August 31, 2021.
- V. The Supplier for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Supplier in this Contract.
- VI. The Supplier shall coordinate all deliveries with the individual treatment plant(s).

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.

HASA, INC.

CITY OF ANACORTES

Laurie Gere, Mayor

Date

Date



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Evoqua Water Technologies LLC, a private company at 2650 Tallevast Rd, Sarasota, FL 34243 (herein after referred to as "Supplier").

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

- I. The Supplier shall furnish:
8,000 Gallons Calcium Nitrate Solution. Used for municipal wastewater odor control.
Furnish as required in 4,000 gallon bulk tank loads. F.O.B Destination, Freight Prepaid,
MOUNT VERNON WASTEWATER UTILITY, 320 ALDERLANE, MOUNT VERNON, WA
98273.
 1. The material supplied shall:
 - i. Be an aqueous solution of calcium nitrate containing a minimum of 3.5 pounds of nitrate-oxygen per gallon.
 - ii. Be capable of reducing the dissolved hydrogen sulfide concentration in wastewater to less than 0.1 mg/l.
 - iii. Be free of any objectionable odor producing compounds.
 - iv. pH not be less than 4.0 or greater than 7.5.
 - v. Have a freezing point less than -10 °F.
 2. The Supplier shall:
 - i. Have 5 references that provide chemical and service for at least 5 years. Include company name, contact person and phone number provided with bid.
 - ii. Provide a freezing point and crystallization chart provided with bid.
 - iii. Provide a Certificate of Analysis (COA) with every load.

Work shall be in accordance with and as described in the City of Anacortes document entitled "Treatment Plant Chemicals 2020-2021" issued July 1, 2020 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and General Conditions contained therein.

- II. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.
- III. The Unit prices and quantities are specified in the attached Supplier's Bid which is hereby incorporated by reference.
- IV. The contract time is from September 1, 2020 to August 31, 2021.
- V. The Supplier for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Supplier in this Contract.
- VI. The Supplier shall coordinate all deliveries with the individual treatment plant(s).

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.

EVOQUA WATER TECHNOLOGIES LLC

CITY OF ANACORTES

Laurie Gere, Mayor

Date

Date



CONTRACT 20-162-IDS-008

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Two Rivers Terminal LLC, a private company at PO Box 2327, Pasco, WA 99302 (herein after referred to as "Supplier").

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

- I. The Supplier shall furnish:
25,000 Gallons Calcium Nitrate Solution, 60% concentration minimum. Used for municipal wastewater odor control. Furnish as required in 4,000 gallon bulk tank loads. F.O.B Destination, Freight Prepaid, ANACORTES PUMP STATION #13 5918 CABANA WAY, and/or PUMP STATION #14 2100 Ferry Terminal Rd, and/or PUMP STATION #18 8071 S MARCH'S POINT RD, and/or PUMP STATION #20 9430 S MARCH'S POINT RD, ANACORTES, WA 98221.

Work shall be in accordance with and as described in the City of Anacortes document entitled "Treatment Plant Chemicals 2020-2021" issued July 1, 2020 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and General Conditions contained therein.

- II. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.
- III. The Unit prices and quantities are specified in the attached Supplier's Bid which is hereby incorporated by reference.
- IV. The contract time is from September 1, 2020 to August 31, 2021.
- V. The Supplier for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Supplier in this Contract.
- VI. The Supplier shall coordinate all deliveries with the individual treatment plant(s).

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.

TWO RIVERS TERMINAL LLC

CITY OF ANACORTES

Laurie Gere, Mayor

Date

Date



City Council Contract Agenda Bill

Meeting Date: 8/3/2020 **Agenda Item:** 4d

Subject: Dark Fiber Lease #20-171-FBR-001 with Skagit County Public Hospital District No. 2, d/b/a Island Hospital

Staff Contact: Emily Schuh

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

Action Type: Contract

Summary Statement: City staff seeks City Council consent to enter into an agreement with the Skagit County Public Hospital District No. 2, d/b/a Island Hospital under which the City of Anacortes will lease dark fiber to Island Hospital.

Background: Island Hospital has asked to lease dark fiber from the City for three routes: (1) Island Hospital main campus to Island Hospital Teen Clinic; (2) Island Hospital main campus to Island Hospital Sleep Center; and (3) Island Hospital main campus to Mount Vernon City Hall. The initial term of the dark fiber lease has been set at 31 months so the City can recover the estimated cost of extending fiber to the hospital's sites.

Key Terms:

- Term of this Agreement shall be for 31 months, with an option to extend for an additional 24 months.
- Skagit County Public Hospital District No. 2, d/b/a Island Hospital will pay the City of Anacortes \$1,050.00 for non-reoccurring installation fees, plus \$1,156.25 per month, for all 3 routes.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute contract #20-171-FBR-001 between the City of Anacortes and the Skagit County Public Hospital District No. 2, d/b/a Island Hospital for Dark Fiber Lease.

Alternative Actions: Not approve the agreement

Attachments: 20-171-FBR-001

DARK FIBER LEASE AGREEMENT

PREAMBLE

This lease agreement, (“Agreement”), is by and between Skagit County Public Hospital District No. 2, d/b/a Island Hospital, a Washington municipal corporation with its principal place of business located at 1211 24th Street, Anacortes, WA, 98221 (“Lessee”), and the City of Anacortes, Washington, a Washington municipality, with its primary business address at 904 6th Street, Anacortes, WA, 98221 (“City”). City and Lessee may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

WHEREAS, City owns and operates, for its telecommunications needs and to enhance the services it offers to its residents, a fiber optic cable network, and;

WHEREAS, City is a party to a Telecommunications Franchise Agreement with Skagit County dated October 29, 2019, Skagit County Contract number C20190480, which allows the City to use County rights-of-way for provision of telecommunications network services;

WHEREAS, Lessee wishes to lease certain surplus dark fibers from the City for the purpose of using or selling high-speed fiber-based data transmission services as more completely described in Exhibit A;

WHEREAS, in consideration of the mutual promises herein, the City hereby agrees to lease to Lessee, and Lessee agrees to lease from City certain surplus dark fibers, in the locations and for the purposes as shown in Exhibit A.

DEFINITIONS

“Affiliate” means a company that has some form of ownership in common with Lessee, such as a parent company or subsidiary of Lessee or Lessee’s parent company.

“Application” means a prospective or current Lessee’s written request on a form provided by the City to initiate, modify, expand, contract, or terminate a lease as contemplated in this Agreement.

“Approved Application” means the body of one or more Applications approved by the City, which shall be attached to and form a part of this Agreement.

“Attachment Point” means Existing or new fiber optic pullboxes located on the City Network and delineated in Exhibit A where Lessee will be allowed to connect its facilities to the Leased Fibers. Attachment Points may have either a point-to-point or ring configuration and are owned by the City.

“City Network” means the optical fiber strands, Fiber Infrastructure, and associated appurtenances, and capacity owned by the City and located throughout the rights-of-way of the City.

“Dark Fiber” means the Fiber in the City Network through which no light is transmitted and no signal is carried. Dark Fiber is unactivated deployed fiber with no opto-electronics or optronics attached to light the Fiber to carry a signal to serve customers.

“Demarcation Point” means the specific points at which the City’s Fiber Infrastructure connects to Lessee’s Fiber Infrastructure and ownership changes. A Demarcation Point may be located outside a building at a meet-me-box for entrance into a building or inside a building at the Point of Presence (PoP), which is an access point, location, facility or another location as otherwise specified by City, established to connect with an Internet Service Provider (ISP) or other communicating entity.

“Fiber” means a glass strand or strands protected by a color-coded buffer tube and used to transmit a communication signal along the glass strand in the form of pulses of light.

“Fiber Infrastructure” means conduits, inner-ducts, vaults, and other facilities through which a party may use, maintain, and repair its fiber optic cable network.

“Fiber Miles” means the number of dark fiber strands to be granted hereunder multiplied by the Route Miles.

“Leased Fiber” means Dark Fiber leased to Lessee hereunder.

“Leased Infrastructure” means the combination of City-owned Fiber Infrastructure, Leased Fibers, reserve Fiber, Attachment Points, and Private Property Access which Lessee is entitled to use or reserve for use pursuant to this Agreement

“Lessee’s Fiber Infrastructure” means Fiber Infrastructure owned or operated by Lessee outside City’s Fiber Infrastructure.

“Private Property Access” means a physical path within private property that extends from the City’s Fiber Infrastructure at the public right-of-way onto the third party owned real property and typically terminates at the Lessee's Demarcation Point.

“Qualified Party” means an entity that it is now, or shall be prior to operating any telecommunications, duly authorized, licensed or otherwise qualified to operate telecommunications as required by applicable state or federal laws.

“Route” means the physical path traversed by Leased Fiber specified in an Approved Applications.

“Route Miles” means the actual miles traversed by the Leased Fiber along the Route under this Agreement.

“Termination Fee” means a fee assessed on Lessee for decommissioning Leased Fiber prior to the end of the then-current Lease Term for any reason other than Lessor default.

AGREEMENT PROVISIONS

The Parties agree as follows:

1. GRANT AND SCOPE OF LEASE

1.1 Conveyance. Subject to the provisions of this Agreement and Exhibits, which are incorporated by reference, City conveys to Lessee and Lessee accepts from City, the right to use certain of the Dark Fibers, Attachment Points, and Private Property Access, referred to herein collectively as “Leased Infrastructure,” and set forth in Exhibit A.

1.2 Fiber Request Application. If Lessee desires to modify fiber miles or configurations, Lessee shall submit a written Application to City for permission to do so.

1.3 Attachment Points. City shall provide Lessee with the Attachment Points, as set forth in the Approved Application, at the cost set forth in paragraph 3.6.

1.4 Limitations. This is a Lease for the use of the Leased Infrastructure only, subject to the terms and conditions herein.

1.4.1 *Leasehold Only.* City is not transferring or granting to Lessee any other interest or estate in the Leased Fibers, the City Infrastructure, or any other property interest, including any fee, easement, or any franchise rights, and nothing in this Agreement shall be construed as granting or creating any such rights.

1.4.2 *No Support Services.* As a dark fiber provider under this Agreement, City does not provide communication services such as cross connects, power, or equipment to facilitate Internet connections.

1.4.3 *No Electricity.* This Agreement is not a contract for electric service.

1.4.4 *No Agency.* Neither Party is the other Party's agent and shall have no authority, express or implied, to act as agent of the other Party for any purpose.

1.4.5 *No Exclusivity.* Nothing in this Agreement limits City's right to use or lease Dark Fiber not leased in this Agreement to others.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate thirty-one (31) months thereafter ("Lease Term"), or on the date resulting from an earlier termination as forth in Article 9.

2.1 Extension Option. Provided Lessee is not in default of any of the material terms or conditions of this Agreement and the Parties are satisfied with the current terms and conditions of the Agreement, Lessee shall have one option to extend the Lease Term for twenty-four months. Lessee must exercise this option Term, by written notice to City no later than two months prior to the end of the Lease Term.

3. LEASE PAYMENT AND OTHER FEES

3.1 General Criteria. Lease Payments include charges for Dark Fiber, Infrastructure, and any applicable administrative and miscellaneous charges as set forth in Exhibit B. Fiber

charges are based on the fiber routes per month, as described in Exhibit A. The total number of Leased Fibers leased by Lessee is set forth in Exhibit A.

3.1.1 If Lessee desires to decommission certain fiber routes without terminating the entire Agreement, Lessee shall submit an Application at least ninety days in advance of intended decommission. City shall evaluate such Application and upon approval adjust Lease Payments accordingly. Lessee is responsible for all disconnection costs (labor, time, and materials), as set forth in the Approved Application. Lessee shall also be responsible to pay a Termination Fee of 25% of the remaining payments due on the decommissioned fiber miles under the then current Term.

3.2 Lease Payment. City will deliver an invoice each month to Lessee, and payment will be due no later than the date stated on the face of the invoice (the "Due Date"). Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Lessee is responsible for all charges respecting the Service. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount by the Due Date and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If the dispute is resolved against Customer, Customer shall pay such amounts plus interest from the date originally due.

3.3 Additional Engineering Fees. From time to time Lessee may request additional non-recurring engineering services such as trouble-shooting, splicing, testing and results, fiber audits, fiber verification, civil engineering services for agencies outside the jurisdiction of City, and fiber map reconfigurations. Lessee may request such services by submitting an Application and shall pay City for such services and payment for those services shall be invoiced up on completion by City and payment of that invoice is due thirty days from the date on the invoice.

3.4 Taxes and Franchise Fees. None of the Lease Payments charged to Lessee pursuant to this Agreement includes any tax or franchise fee charged by any governmental entity. Lessee shall be solely responsible for paying any and all taxes, franchise fee or assessments by any governmental entity related to the Leased Infrastructure, if any, when due.

3.4.1 *Franchise Fee.* If Lessee must enter into a franchise agreement with any private or governmental entity in order to provide services via the Leased Infrastructure within City, it must do so. Lessee's use of Leased Infrastructure without a required franchise agreement constitutes a material breach of this Agreement.

3.4.2 *Costs of Appeal.* Lessee shall be solely responsible for opposing, protesting, appealing or challenging any tax or franchise fee imposed or asserted by any entity arising from Lessee's use of the Leased Infrastructure.

4. LESSEE'S INTERFACE WITH CITY'S INFRASTRUCTURE

4.1 Lessee's Fiber Infrastructure. Lessee retains ownership, installation, and maintenance responsibility for Lessee's Fiber Infrastructure.

4.1.1 *Lessee's Structures.* Lessee shall be responsible for installation and interconnection of fiber within structures located on Lessee's side of the Demarcation Points, which structures are the sole responsibility of Lessee.

4.2 Lessee Covenants. Except as expressly authorized by applicable laws or this Agreement, in the exercise and performance of its rights and obligations under this Agreement, Lessee agrees to the following:

4.2.1 *Compliance with Laws and Agreements.* Lessee shall comply with applicable federal, state and local laws in the exercise and performance of its rights and obligations under this Agreement. Lessee shall comply with any permit issued to Lessee in connection with the location of Lessee's Fiber Infrastructure within the public right-of-way and any terms of any easements entered into between Lessee and any owner of private property. Lessee shall obtain, as required, any and all necessary approvals for the design, construction, installation, operation and testing of Lessee's Fiber Infrastructure. Lessee acknowledges that any use of public right-of-way outside the City limits is subject to the City's Telecommunications Franchise Agreement with Skagit County, and that Lessee may not use said right-of-way in any way that is inconsistent with that Franchise.

4.2.2 *No Interference With City Property.* Lessee shall not interfere in any manner with the existence and operation of any and all public rights-of-way, easements, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, and other telecommunications, utility, and municipal property without the express written approval of the owner or owners of the affected property or properties. Lessee shall not do or permit anything to be done by anyone under its direct control or doing work on its behalf, other than City, its employees, contractors, and agents, within public rights-of-way or easements or permit anyone under its direct control or doing work on its behalf, other than City, its employees, contractors, and agents, to do anything that which may in any way obstruct or interfere with the rights of any person located within the public rights-of-way or easements, or injure them, or use or allow the public rights-of-way or easements to be used by under its direct control or doing work on its behalf for any improper or unlawful purpose. Notwithstanding the foregoing, this shall not be construed to prohibit Lessee from installing Infrastructure within City or otherwise exercising its rights and carrying out its obligations under this Agreement, provided however that this sentence is not intended nor shall it be construed to increase Lessee's rights under this Agreement.

4.2.3 *Liens.* Lessee shall keep all parts of the Leased Infrastructure that belong to City free of any liens that may be created or which may attach as the result of the acts or omissions of Lessee, its employees, contractors or agents. If any such lien is filed, Lessee shall indemnify and hold harmless City from any and all costs to remove such lien, including but not limited to, reasonable attorneys' fees.

4.2.4 *Changes in Laws.* Lessee shall not do or permit anything to be done by anyone under its direct control or doing work on its behalf, other than City, its employees, contractors, and agents, in, on or about the Leased Infrastructure or Lessee's Fiber Infrastructure, which is prohibited by, or will in any way conflict with, any laws now in force or which may hereafter be enacted or promulgated by any governmental entity. If any laws, rules, ordinances, resolutions, or other regulations enacted or promulgated by a governmental entity (other than City) after the Effective Date of this Agreement that materially (a) changes the economics of this Agreement, or (b) interferes with Lessee's rights provided hereunder, City may provide Lessee sixty (60) days' notice of the required change(s) and if the Lessee does not agree to comply, Lessee shall have the right to terminate this Agreement without penalty.

4.2.5 *Insurance.*

A. Insurance Term: Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

B. No Limitation: Lessee's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance: Lessee shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

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

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

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

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

G. Verification of Coverage: Lessee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Lessee before service will be provided by the City.

H. Notice of Cancellation: Lessee shall provide City with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

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

4.2.6 *Unauthorized Connections.* Other than as specifically authorized in this Agreement, Lessee is prohibited from accessing, directly or indirectly, City's Fiber Infrastructure, or any part thereof, the transmission pathway, or any part thereof, or any other City utility facility on City's side of the Demarcation Points. Unauthorized access by Lessee to, or use of, City's Infrastructure shall constitute a material breach of this Agreement. City may terminate for cause this Agreement upon the delivery of written Notice of Termination to Lessee, effective 30 calendar days after its receipt by Lessee.

4.3 City Covenants.

4.3.1 *Compliance with Laws.* City shall comply with applicable federal, state and local laws in the exercise and performance of its rights and obligations under this Agreement. City shall comply with any City permit issued in connection with its Fiber Infrastructure within the public rights-of-way or easements. City shall obtain, as required, any and all necessary

approvals for the design, construction, installation, operation and testing of City's Infrastructure to be located within City.

4.3.2 *Changes in Laws.* City shall not do or permit anything to be done by anyone under its direct control or doing work on its behalf in, on or about the Leased Infrastructure, which is prohibited by or will in any way conflict with any laws now in force or which may hereafter be enacted or promulgated. However, if any laws, rules, ordinances, resolutions or other regulations which are enacted or promulgated by a governmental entity (other than City) after the Effective Date of this Agreement that materially (a) changes the economics of this Agreement, or (b) interferes with Lessee's or Lessor's rights provided hereunder, City shall provide Lessee sixty (60) days' notice of the required change and if the Lessee does not agree to comply, City shall have the right to terminate this Agreement without penalty.

4.4 **No Access by Lessee.** Other than as authorized in this Agreement, Lessee is prohibited from accessing, directly or indirectly, City's Fiber Infrastructure, or any part thereof, the transmission pathway, or any part thereof, or any other City utility facility on City's side of the Demarcation Points. Unauthorized access by Lessee to, or use of, City's Fiber Infrastructure, the transmission pathway, or any other City utility facility shall constitute a material breach of this Agreement.

5. MONITORING, OPERATION AND MAINTENANCE, ROUTE MODIFICATIONS, AND EMERGENCY REPAIRS.

5.1 **General.** City shall maintain the Leased Infrastructure in good operating condition and in accordance with the specifications set forth on Exhibit C throughout the term of this Agreement.

5.2 Service Representatives.

5.2.1 *Lessee's Service Representative.* Lessee shall provide to City, and update as changes occur, the current name, title, and contact information of a representative of Lessee. ("Lessee's Service Representative"). Lessee's Service Representative shall be kept informed of City's maintenance schedules and emergencies. If Lessee fails to keep City informed of its current Lessee's Service Representative, then City shall not be held liable for any failure to meet any notification or response provisions, resulting directly therefrom.

5.2.2 *City's Service Representative.* City shall provide to Lessee's Service Representative the telephone number of a City Service Representative that can be contacted at any time of any day, including City's observed holidays ("City's Service Representative"). Lessee shall contact City's Service Representative to report any claimed damage to or failure, interruption or impairment of the Leased Infrastructure.

5.3 Routine Monitoring, Maintenance, and Repairs.

5.3.1 *Lessee Monitoring.* Lessee may conduct independent diagnostic testing, fault isolation, repair verification, and end-to-end network testing, as it deems appropriate, on Lessee's side of the Demarcation Points. Lessee may notify City's Service Representative in writing if Lessee believes as a result of its independent testing and surveillance programs, review of City-provided reports, or otherwise, that any part of the Leased Infrastructure does not conform to the Performance Standards set forth in Exhibit C. The Parties shall confer to expedite trouble resolution and resolve possible differences in interpretation of trouble reports.

5.3.2 *Maintenance and Repairs.* City, at its expense, shall undertake timely maintenance and repairs to cure deficiencies in the Leased Infrastructure. Lessee is responsible for all maintenance and repairs on Lessee's side of the Demarcation Points. Where routine monitoring reveals a potential maintenance issue, each Party shall, with regard to their respective infrastructure, take reasonable and timely steps to address the issue prior to it affecting the operation or functionality of their respective infrastructures.

5.3.3 *Notice of City Work.* City shall provide written notification identifying the time, location, and nature of each maintenance and repair job potentially affecting the Leased Infrastructure, Lessee's Infrastructure, or both, and shall notify Lessee's Service Representative, not less than 72 hours prior to the scheduled time.

5.4 Emergency Repairs. For the purpose of this Agreement, "Emergency" shall be defined as an abrupt failure of fiber optic cable functionality.

5.4.1 *Scope of Work.* The "Work" consists of City providing emergency maintenance response and restoration services, including appropriate supervision, technical expertise, labor, equipment, and materials to assess and restore functionality to City's fiber optic network and facilities whenever necessary. City Emergency Services will be available at any time of any day, including City's observed holidays. Emergency maintenance provided in this Article does not apply to fiber optic facilities not owned by City. City shall provide all equipment, personnel, supervision, fiber optic splicers, consumable materials, equipment, tools, construction equipment and machinery, utilities, transportation, any and all applicable taxes, and other facilities and work as necessary for the proper execution and completion of temporary and permanent emergency restoration for operation of the fiber optic communications network, as outlined in the following paragraphs.

5.4.2 *Execution of Work.* Execution of the Work shall include, at a minimum, the ability to respond as required herein upon report of damage to Leased Infrastructure and to perform underground and aerial defect discovery work to ascertain the extent of damage to fiber optic cables, facilities, or both; underground trenching and placement or repair of conduit and infrastructure; placement of underground fiber optic cable and facilities in conduit system; repair

of aerial facilities for fiber optic cable; placement of aerial fiber optic cable, and splicing, termination and testing of fiber optic cable.

5.4.3 *Point of Contact.* During any Emergency, required communications regarding restoration shall be exchanged between Lessee and City Service Representatives.

5.4.4 *Response Time.* Upon receipt of notification from Lessee Service Representative to City Service Representative of a potential problem, City shall begin its evaluation of the potential problem within 2 hours of notification and shall have appropriate restoration and repair personnel and equipment onsite to begin restoration of fiber optic network functionality within 8 hours of such notification. During restoration services, City Service Representative will provide updates to Lessee Service Representative.

6. ACCESS TO LESSEE'S INFRASTRUCTURE

6.1 Grant of Access. From time to time access to Lessee's Infrastructure located may facilitate scheduled and non-scheduled maintenance and repair work associated with the Leased Infrastructure. Lessee shall cooperate with City, its officers, employees, agents, representatives, and contractors to allow ingress and egress to property where Lessee's Infrastructure is located for repairs to Leased Infrastructure, at City's expense. Notwithstanding the foregoing, City shall have no right to alter, maintain or repair Lessee's Infrastructure.

6.2 Written Notice. So long as an emergency situation does not exist, City shall provide a written notice to Lessee Service Representative at least 48 hours in advance of any required ingress to Lessee's Infrastructure. If an emergency situation exists, City shall provide an oral request to Lessee Service Representative.

7. DEFAULT PROCEDURES

If Lessee fails to pay the fees prescribed in this Agreement with reasonable promptness as the same shall become due following no less than ten days written notice from City of such delinquency, or breaches any other term or condition of this Agreement, City shall give Lessee written notice, either by mail or personal service, setting forth the nature of the default and a demand that said default be cured and remedied. If Lessee fails, neglects or refuses within 30 days after the giving of said notice to cure or remedy the default, or commence and diligently continue such cure, then City, upon notice and without suit or other proceedings, may terminate this Agreement and cancel and annul the rights and privileges granted herein.

8. TERMINATION OF AGREEMENT

8.1 Termination by Lessee. Lessee may terminate this Agreement without cause by giving City written notice ("Notice of Termination") which clearly expresses Lessee's intent to terminate the Agreement. Lessee shall be subject to the Termination Fee of which shall be 25% of the remaining Lease Payment due under the terms of the Approved Application. The Termination Fee is based on the current fiber lease rate. Notice of Termination shall become effective no less than 90 days after City receives such notice.

8.1.1 Lessee may terminate this Agreement if City fails to deliver the Leased Infrastructure on or before the date mutually agreed upon by the Parties and as set forth in the Approved Applications, unless such failure is due to reasons beyond the control of City or Force Majeure and shall not be subject to the Termination Payment.

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

Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of Force Majeure shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

9. HOLD HARMLESS/INDEMNIFICATION

9.1 To the extent permitted by law, Lessee agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Lessee's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Lessee pursuant to this Agreement.

To the extent permitted by law, City agrees to protect, defend, hold harmless and indemnify Lessee from and against any claim, injury, liability, loss, cost, and/or expense or damage,

including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which Lessee shall become liable arising from City's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by City pursuant to this Agreement.

9.2 City shall not be liable to Lessee for damage caused to the City's Fiber Infrastructure by independent third parties not under contract with City that are engaged in construction or other business operations which damage the City's Fiber Infrastructure shall respond and repair any damage to City's Fiber Infrastructure caused by such third party as if it were an Emergency Repair under §6.6

9.3 City shall not be liable to Lessee for any fines, penalties, claims or damages stemming from the interruption of, or interference with Lessee's Infrastructure. City shall not be liable for incidental, punitive, exemplary, special, indirect or consequential damages, or lost profits, arising under or relating to this Agreement. Nothing in the preceding sentence shall be construed to limit Lessee's indemnity obligations under this Agreement.

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

10. REPRESENTATION AND WARRANTIES. City expressly warrants that it shall maintain the Leased Infrastructure in good operating condition for normal use as contemplated by the manufacturers and in accordance with the specifications set forth in Exhibit C. City otherwise expressly disclaims any express or implied warranty as to the fitness of any materials, equipment or any other part or all of City's Fiber Infrastructure or the Leased Infrastructure for a particular purpose or of merchantability.

11. ASSIGNMENTS. City and Lessee bind themselves, their successors and assigns to all covenants of this Agreement.

11.1 City Consent Required. Except as otherwise permitted by this Article, Lessee shall not assign, sublease or otherwise transfer in whole or in part (whether voluntarily or by action of law), directly, indirectly, or contingently this Agreement or any interest herein to any third party, without the prior written consent of City, which consent shall not be unreasonably withheld.

11.2 Transfer to Affiliate. Following City's written consent, Lessee may assign, sublease or otherwise transfer in whole or in part (whether voluntarily or by action of law), directly, indirectly, or contingently this Agreement or any interest herein to an Affiliate, so long as that Affiliate provides information to the City 30 days prior to the assignment, establishing that it either (i) has the ability to meet the financial obligations under this Agreement. If Affiliate fails to meet the criteria set forth above, the Assignment shall be null and void.

11.3 Transfer to Third Party. Following City's written consent Lessee may assign, sublease or transfer, pursuant to a merger, sale or transfer of all or substantially all of the assets or stock of Lessee, all of its rights and obligations under this Agreement to any Qualified Party which provides similar services, so long as the surviving or purchasing entity assumes, in writing, all of the obligations of Lessee under this Agreement and provides information acceptable to the City within 30 days after the transfer, merger or sale, sufficient to satisfy the City that the proposed Assignee can meet those obligations. If the proposed Assignee cannot meet those financial obligations, then a security deposit acceptable to the City will be provided within 60 days of the date of the transfer, merger or sale. If Assignee fails to provide a security deposit when required by the City, the Assignment shall be null and void.

11.4 Breach. Any assignment, transfer, sublease, conveyance, sale, hypothecation or encumbrance hereof by Lessee not authorized by this Article shall be null and void, and, at the option of the City, shall constitute a material breach of this Agreement by Lessee hereunder.

11.5 Joint and Several Liability. Lessee, as assignor, and any person, including an Affiliate, as assignee, to whom the rights and obligations of Lessee under this Agreement are assigned shall be and remain jointly and severally liable for the performance of all obligations of Lessee under this Agreement.

11.6 City Assignment. City may assign or transfer all of its rights and obligations under this Agreement to any Qualified Party. Within thirty 30 days after the transfer City shall inform Lessee.

12. WAIVER. The Parties agree that waiver by the other Party of any one or more of the conditions of performance under this Agreement shall not be construed as a waiver(s) of any other condition of performance under this Agreement.

13. DISPUTE RESOLUTION

13.1 Mediation. Unless otherwise mutually agreed to by the Parties, any controversies between Lessee and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within 30 days of the written request of one Party after the service of that request on the other Party.

13.2 Mediator; Hearing. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Skagit County to appoint a mediator. The mediation meeting shall be limited to 8 hours. The Parties may agree to extend the time allowed for mediation under this Agreement.

13.3 Mediation Costs. The costs of mediation shall be borne by the Parties equally.

13.4 Litigation. For any contract dispute, mediation under this Article is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter may be litigated in a court of law.

14. NOTICE

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

IF TO CITY:

City of Anacortes
904 6th Street
PO Box 547
Anacortes, WA 98221
Attn: Anacortes Fiber Mgr.
Email: emilys@cityofanacortes.org

IF TO Lessee:

Name: _____
Street: _____
City/State: _____
Attn: _____
Email: _____

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

15. CONFIDENTIALITY. Both Parties recognize that the City is subject to the Washington Public Records Act, RCW 42.56.

16. INTEGRATED DOCUMENT. This Agreement represents the entire agreement between City and Lessee. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

17. AMENDMENT. This Agreement may be amended only with the written consent of both Parties.

18. CAPTIONS. The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

19. LAW GOVERNING CONTRACT AND VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. The venue of any suit filed by either Party shall be vested exclusively in the state courts of Skagit County, or if appropriate, in the United States District Court, Western District of Washington, Seattle Division.

20. SEVERABILITY. In case any one or more of the provisions of this Agreement shall, for any reason, be invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

21. INTELLECTUAL PROPERTY. Nothing in this Agreement shall be construed as a grant of any right or license under any copyrights, inventions, patents, trade secrets or other intellectual property now or later owned or controlled by the City, and nothing in this Agreement shall be construed as granting any right, title or interest in the other Party's trademarks, trade names, service marks or other intellectual property rights. The Parties agree not to use the trademarks, trade names, or service marks of the other party without prior written permission.

IN WITNESS WHEREOF, the Parties have executed this Agreement, this _____ day of _____, 2019.

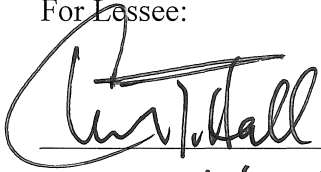
For City:

MAYOR

Approved as to Form

Darcy Swetnam, City Attorney

For Lessee:

 7/6/2020

CEO Island Hospital

Exhibit A
Description of Dark Fiber Route
Page 1 of 3

ROUTE 1

Circuit Endpoint A: Island Hospital
1211 24th Street
Anacortes, Washington

Circuit Endpoint Z: Teen Clinic
2601 M Avenue
Anacortes, Washington

Number of Optical Fibers: Two (2)

DEPICTION OF DARK FIBER ROUTE (map screenshot)



**Exhibit B
Rates & Fees**

ROUTE 1

Monthly Recurring Charge: \$231.25

Non Recurring Installation Fee: \$350.00

Skagit County Telecommunications Franchise Fee: NONE

ROUTE 2

Monthly Recurring Charge: \$462.50

Non Recurring Installation Fee: \$350.00

Skagit County Telecommunications Franchise Fee: NONE

ROUTE 3

Monthly Recurring Charge: \$462.50

Non Recurring Installation Fee: \$350.00

Skagit County Telecommunications Franchise Fee: 6% of Monthly Recurring Charge

Exhibit C
Fiber Characteristics

3.1.1 The optical fiber conforms to ITU-T Recommendation G.652.

3.1.2 The end-to-end average attenuation of each fiber as measured by a bi-directional optical time domain reflectometer shall not exceed 0.35 dB / km at 1310 nanometers (nm) and 0.25 dB / km at 1550 nm.

3.1.3 If a fiber is fusion spliced, the point loss of such splice shall not exceed 0.15 dB.

Exhibit A
Description of Dark Fiber Route
Page 3 of 3

ROUTE 3

Circuit Endpoint A: Island Hospital
1211 24th Street
Anacortes, Washington

Circuit Endpoint Z: Mount Vernon City Hall
910 Cleveland Hall
Mount Vernon, Washington

Number of Optical Fibers: One (1)

DEPICTION OF DARK FIBER ROUTE (map screenshot)

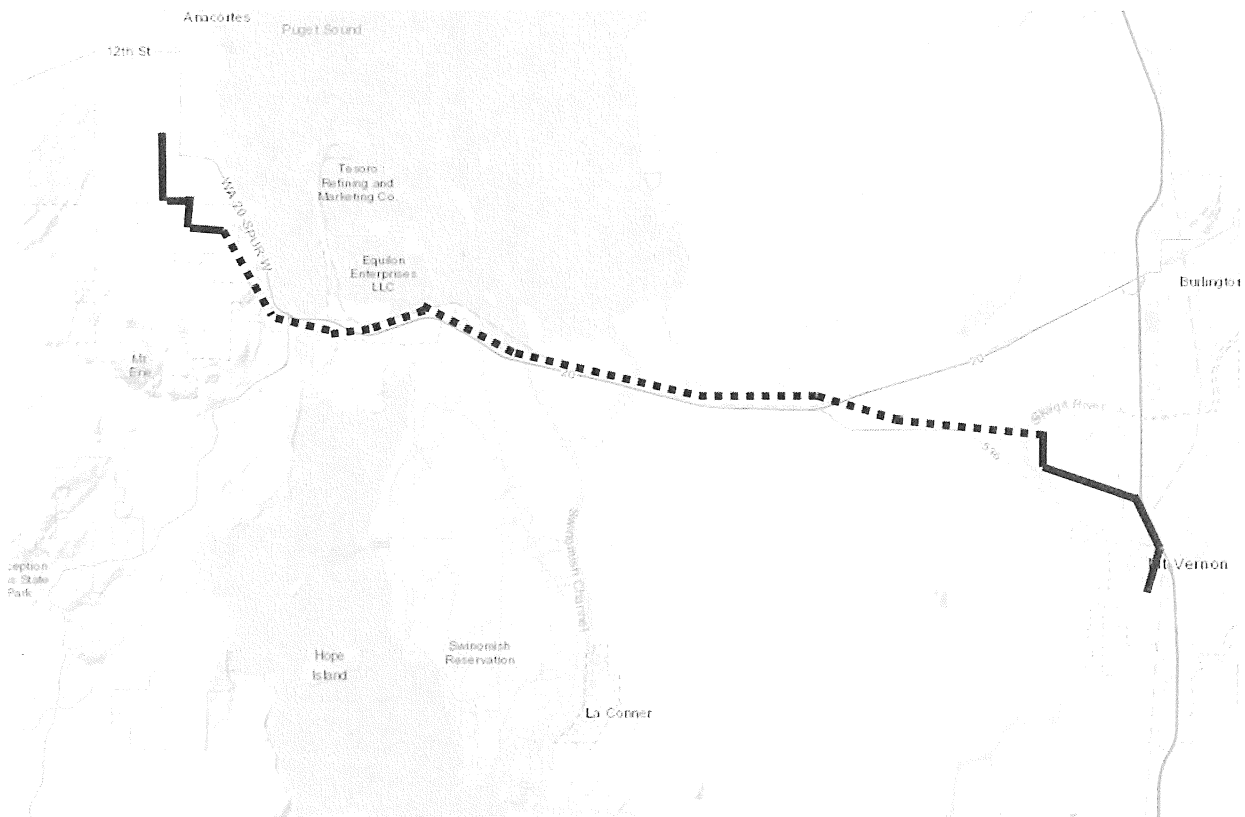


Exhibit A
Description of Dark Fiber Route
Page 2 of 3

ROUTE 2

Circuit Endpoint A: Island Hospital
1211 24th Street
Anacortes, Washington

Circuit Endpoint Z: Sleep Center
1110 22nd Street
Anacortes, Washington

Number of Optical Fibers: Two (2)

DEPICTION OF DARK FIBER ROUTE (map screenshot)



RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (the "Agreement"), dated this ____ day of July, 2020, is by and between Skagit County Public Hospital District No. 2, d/b/a Island Hospital ("Island Hospital"), a Washington municipal corporation, and the City of Anacortes ("City"), a Washington municipal corporation. City and Island Hospital may be individually referred to as a "Party" or collectively as the "Parties".

In consideration of the mutual benefits and obligations set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Island Hospital hereby grants to the City a license to access the Island Hospital Property listed and described in Exhibit A, which is hereby incorporated by reference, for the provision of broadband fiber internet services. With respect to each individual installation, this license is contingent upon Island Hospital approval of the City's proposed scope of work for that installation.
2. Island Hospital represents and warrants that Island Hospital: (a) is the fee simple owner of the property, improvements, and building which constitute the Property and has full power and authority to grant the City the rights set forth in this Agreement; or (b) through written agreement with the fee simple owner of the Property, has the full power and authority to grant to City the rights set forth in this Agreement.
3. The City will not access the interior of any improvements located on the Property (e.g. enter Island Hospital buildings) without the prior approval and attendance of Island Hospital, Island Hospital's agent, or the pertinent Island Hospital tenant.
4. Island Hospital grants to City and City's employees, agents, and contractors, a non-exclusive right of entry for ingress and egress to the Property for the purpose of installing, operating, repairing, replacing, removing, and maintaining all necessary equipment, including, without limitation, lines, wires, poles, conduits, pipes, converters, amplifiers, splitters, lock boxes, and facilities (collectively, the "System") into, over, under, across and along the Property to sell, market, and provide City's (i) broadband fiber internet services, (ii) dark fiber services, or (iii) point-to-point Ethernet services (collectively, "Services") to Island Hospital or other occupants of the Property. Island Hospital expressly acknowledges that installation activities may include and require drilling or otherwise penetrating exterior Property walls as per approved scope of work.
5. Island Hospital hereby agrees to use reasonable efforts not to interfere with the City's access to the System pursuant to this Agreement, including but not limited to construction, planting or placement of items such as fences, trees, outbuildings, driveways, sidewalks, animal pens, and vehicles.
6. Upon completion of construction, the System, including lines and appurtenances will be owned by the City of Anacortes or its assigns who will be responsible for the maintenance of the System. Island Hospital acknowledges that City will not be responsible for the cost of electric service associated with the operation of the System and the customer receiving fiber services (either Island Hospital or Island Hospital tenant) will be responsible for all monthly fiber fees

charged by the City, as required under the Master Service Agreement, and any damage to the service lines.

7. Throughout the term of this agreement, the City will maintain commercial general liability and property damage insurance policies covering activities of the City on the Property with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
8. Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Party harmless from any such liability, loss, and/or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other Party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other Party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either Party by reason of entering into this contract except as expressly provided herein.
9. The City shall not be liable for any effects of normal services installation and workmanship, such as holes in walls, etc., which may remain after installation or removal of the City equipment, except for damage caused by the gross negligence or willful misconduct on the part of the City.
10. Island Hospital reserves the right to grant easements on or rights of access to the Property, but will not allow such other grants to interfere with the rights conveyed by this Agreement.
11. This Agreement shall be governed by and construed under the laws of the State of Washington and venue shall lie in Skagit County, Washington.
12. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart together shall constitute one and the same instrument.

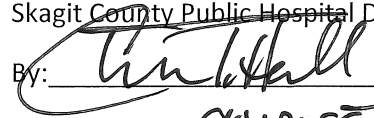
IN WITNESS WHEREOF, Island Hospital and City have executed this Agreement as of the date first written above.

City of Anacortes

By: _____

Emily Schuh, Director

Skagit County Public Hospital District No. 2

By:  _____

Printed Name: CHARLES J. HALL

EXHIBIT A
Schedule of Island Hospital Property to Which Right of Entry Agreement
Applies
Page 1 of 1

SITE 1

Island Hospital Main Campus
1211 Twenty-fourth Street
Anacortes, Washington

SITE 2

Teen Clinic
2601 M Avenue
Anacortes, Washington

SITE 3

Sleep Center
1110 Twenty-second Street
Anacortes, Washington



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning August 10, 2020

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

August 10, 2020

- Critical Area Regulations - Workshop: Draft 2 General Provisions and Critical Areas Procedures (Discussion)

August 17, 2020

- Critical Area Regulations - Workshop: Draft 2 Wetlands and Fish and Wildlife Habitat (Discussion)

August 24, 2020

- Critical Area Regulations - Workshop: Draft 2 Critical Aquifers, Frequently Flooded, and Geologically Hazardous Areas (Discussion)

September 8, 2020

September 14, 2020

September 21, 2020

- Resolutions 2082/2085/2096 Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic (Discussion)

September 28, 2020

October 5, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Aug 3, 2020, 5:00 PM, Teleconference
- Public Safety, Tuesday, Aug 4, 2020, 10:00 AM, Teleconference
- Housing Affordability & Community Services, Monday, Aug 10, 2020, 4:00 PM, Teleconference
- Planning, Monday, Aug 10, 2020, 5:00 PM, Teleconference
- Port/City Liaison, Tuesday, Aug 11, 2020, 8:30 AM, Teleconference
- Finance, Wednesday, Aug 12, 2020, 5:00 PM, Teleconference
- Fiber, Thursday, Aug 13, 2020, 2:30 PM, Teleconference
- Public Works, Monday, Aug 17, 2020, 5:00 PM, Teleconference
- Traffic Safety, Tuesday, Aug 18, 2020, 9:00 AM, TBD
- Community Center / Pool, Thursday, Aug 20, 2020, 3:30 PM, TBD
- Parks & Recreation, Thursday, Aug 20, 2020, 6:00 PM, Teleconference
- Planning, Monday, Aug 24, 2020, 5:00 PM, Teleconference
