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



Anacortes City Council

Municipal Building Council Chambers

904 6th Street

**** Attendees in Council Chambers must comply
with [Dept. of Health orders](#) ****

**January 10, 2022
6:00 PM**

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Closed Session**
 - a. Collective Bargaining topics per RCW 42.30.140(4)(b) (30 minutes) (Discussion)
4. **Announcements and Committee Reports**
 - a. COVID-19 Update (Discussion)
 - b. * Resolution 3070: Appointment of Councilmembers to Committees (Action)
 - c. Personnel Committee (Discussion)
 - d. Planning Committee (Discussion)
5. **Public Comment**
6. **Consent Agenda**
 - a. Minutes of January 3, 2022 (Action)
 - b. Approval of claims in the amount of \$883,584.78 (Action)
 - c. Contract Award: Wastewater Industrial Users Survey and Industrial Sewer Rate Analysis #21-226-SEW-001 (Action)
 - d. Interlocal Agreement: Housing Action Plan Implementation Funding Grant #22-033-PLN-001 (Action)
 - e. Contract Award: Housing Action Plan #22-033-PLN-002 (Action)

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

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

7. **Public Hearings**

- a. * Ordinance 4004: An Ordinance Amending AMC Ch. 3.93 Impact Fees to Specify Fee Assessment Limitations and Add Fee Exemptions for Early Learning Facilities (Discussion)
- b. * Ordinance 4008: An Interim Ordinance Extending Ordinance 3091, an Interim Ordinance to Facilitate the Development of Daycare II Facilities in the R4 Use Zone (Discussion/Action)

8. **Other Business**

- a. * Access Anacortes Fiber Internet Update (Discussion)
- b. Contract Modification: Municipal Broadband Network – 2021 Westside Backbone Expansion #21-094-FBR-001 (Action)
- c. Contract Award: Fire Ladder Truck Purchase #22-031-AFD-001 (Action)
- d. Contract Award: Vactor Sewer Truck Purchase #22-038-ERR-001 (Action)
- e. * Housing Affordability and Community Services Committee Report on Unmet Community Service Needs (Discussion)

9. **Adjournment**

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

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City Council Agenda Bill

Meeting Date: January 10, 2022 **Agenda Item:** 4.b.

Agenda Item Title: Resolution 3070: Appointment of Councilmembers to Committees

Staff Contact(s): ANTHONY YOUNG

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
MARCIA HUNT	Resolution
ANTHONY YOUNG	

Item Summary: Per City Council Procedures paragraph 10.3: "The Mayor Pro-Tem must appoint three Councilmembers to each standing committees at the second regular meeting of each year that follows a general municipal election. The appointments must be confirmed by the City Council."

Standing Committees include: Access - Anacortes Fiber Internet; Finance; Housing Affordability and Community Services; Information Technology; Personnel/Library/Museum; Planning; Parks and Recreation; Public Works; and Public Safety.

Per City Council Procedures paragraph 10.4: "The Mayor Pro-Tem may appoint Ad Hoc Committees to consider and make reports or policy recommendations on specific topics. The appointments must be confirmed by the City Council."

Budget Impact:
N/A

Previous Action: N/A

Recommended Motion: I move to adopt Resolution 3070 confirming the committee appointments proposed by the Mayor Pro Tem.

Alternative Actions:

Attachments (listed in order presented):

1. Resolution 3070

Resolution No. 3070

A Resolution Appointing City Council Members to Council Committees and Appointing Council Representatives for 2022-2023

Whereas the City Council has adopted rules of procedure by Resolution 3051 (2021); and

Whereas Section 10 of that resolution provides that council committees may be formed by appointment of councilmembers to each committee by the mayor pro tem with the approval of the City Council; and

Whereas the mayor pro tem has made the appointments listed below;

Now therefore be it resolved by the City Council that:

Section 1. The following **standing committees** are hereby established, and the following appointments approved:

Access - Anacortes Fiber Internet (Bruce McDougall, Amanda Hubik, Ryan Walters)

Purpose: To make recommendations regarding fiber optic network construction and Access - Anacortes ISP operations.

Finance (Ryan Walters, Bruce McDougall, Anthony Young; Alternate: Christine Cleland-McGrath)

Purpose: To make recommendations on the municipal budget, capital facilities financing, and to approve transactions as authorized by municipal code.

Housing Affordability and Community Services (Christine Cleland-McGrath, Carolyn Moulton, Ryan Walters)

Purpose: To maintain a strategic plan to improve housing affordability and make recommendations on budget and CDBG grant allocations for social services.

Information Technology (Bruce McDougall, Ryan Walters, Amanda Hubik; Alternate: Anthony Young)

Purpose: To make recommendations regarding IT needs.

Library & Museum (Christine Cleland-McGrath, Bruce McDougall, Jeremy Carter)

Purpose: To support and make recommendations regarding Library & Museum needs.

Parks and Recreation (Bruce McDougall, Carolyn Moulton, Amanda Hubik; Alternate: Jeremy Carter)

Purpose: To make recommendations regarding park, recreation, and trail facilities, activities, and policies.

Personnel (Christine Cleland-McGrath, Carolyn Moulton, Anthony Young; Alternate: Bruce McDougall)

Purpose: To make recommendations regarding staff positions and personnel policies.

Planning (Christine Cleland-McGrath, Carolyn Moulton, Ryan Walters)

Purpose: To make recommendations regarding land use, comprehensive planning, development regulations, and community and economic development.

Public Safety (Jeremy Carter, Christine Cleland-McGrath, Amanda Hubik; Alternate: Anthony Young)

Purpose: To make recommendations regarding public safety, including the police and fire departments and emergency medical services.

Public Works (Carolyn Moulton, Ryan Walters, Anthony Young; Alternate: Bruce McDougall)

Purpose: To make recommendations regarding public works and city utilities.

Section 2. The following appointments as **council representatives** to external committees are approved:

Lodging Tax Advisory Committee: Anthony Young

Port/City Liaison Committee: Jeremy Carter, Amanda Hubik, Anthony Young

Skagit County Law & Justice Council: Jeremy Carter; Alternate: Anthony Young

Traffic Safety Committee: Jeremy Carter, Anthony Young, Carolyn Moulton

Community Center/Pool: Jeremy Carter, Christine Cleland-McGrath, Amanda Hubik

PASSED by the City Council this 10th day of January, 2022.

CITY OF ANACORTES:

Matt Miller, Mayor

ATTEST:

Steve Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

Anacortes City Council Minutes - January 3, 2022

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of January 3, 2022 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton and Amanda Hubik were present. Councilmembers Ryan Walters and Bruce McDougall participated in the meeting remotely via Zoom.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Oaths of Office

City Clerk Steve Hoglund administered the Oath of Office to newly elected Mayor Matt Miller, whose term began on January 1, 2022.

Mr. Hoglund administered the Oath of Office to councilmembers Amanda Hubik, Carolyn Moulton and Anthony Young for their City Council terms that began on January 1, 2022. Councilmember Bruce McDougall had taken his oath prior.

Election of Mayor Pro Tem

Mayor Pro Tem Bruce McDougall explained the role and duties of the Mayor Pro Tem.

BRUCE MCDOUGALL moved, seconded by JEREMY CARTER, to Approve Anthony Young as Mayor Pro Tem. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Announcements and Committee Reports

Mayor Miller thanked City staff for an extraordinary response to the recent snow event. He announced that residents could put out extra bagged trash at no cost due to the cancellation of trash collection the prior week.

Mr. Miller shared current COVID-19 case statistics and vaccination progress for Skagit County.

Ms. Moulton reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included the engineering work plan for 2022, updates to the pavement condition report, water line replacements, ADA and sidewalk improvements, stormwater management, the next update to the Water System Plan, FEMA disaster funding for parks and water facilities damaged by storms, a award to the water treatment plant.

Ms. Cleland-McGrath announced that the HACS Committee intended to report to full Council on January 10.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda. No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

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

- a. Minutes of December 27, 2021
- b. Approval of claims in the amount of \$262,983.93
The following vouchers/checks were approved for payment:
EFT numbers: 102103 through 102133, total \$213,875.84
Check numbers: 102134 through 102141, total \$46,516.89
Wire transfer numbers: 295879 through 296448, total \$2,576.13

Adjournment

There being no further business, at approximately 6:20 p.m. the Anacortes City Council meeting of January 3, 2022 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 January 10, 2022 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
296445	7/10/2021	6308638	FARRELL, MYLES	EMPLOYEE BOOT ALLOWANCE	\$ 198.24	parks1
296614	9/19/2021	7001959448	AMERICAN WATER WORKS	WTP AWWA 2022 MEMBERSHIP	\$ 2,335.00	dwtp
293962	11/8/2021	21-817-3	EQUINOX RESEARCH AND	CULTURAL RESOURCES STUDY FOR EDA GRANT	\$ 2,624.85	fiber
296687	11/18/2021	8851	URBAN FORESTRY NURSERY, INC	PARKS TREE STAKES	\$ 95.48	parks1
296611	11/29/2021	4182	AMERICAN WATER WORKS	2022 WASHINGTON WATER UTILITIES COUNCIL DUES	\$ 500.00	dwtp
296599	12/3/2021	810410	USA BLUE BOOK	SWIFTEST REFILLS, LIQUI-NOX, BUFFERS	\$ 478.22	dwtp
296664	12/8/2021	1056556	FERGUSON ENTERPRISES, INC	STORMWATER DRAIN GUARDS	\$ 729.57	fiber
296560	12/13/2021	300000300008	PUGET SOUND ENERGY INC	WWTP AND PUMP STATIONS 11/5-12/7/21	\$ 22,853.31	dwwtp
296513	12/15/2021	MVCS0338996	N C MACHINERY COMPANY	ESS FUEL ANALYSIS EQUIP #2910	\$ 498.98	dshop
296571	12/16/2021	121058	ECO-COUNTER INC.	TOMMY THOMPSON TRAIL COUNTER SUBSCRIPTION 2022	\$ 456.96	parks1
296681	12/20/2021	9895539289	VERIZON WIRELESS	SCADA COMMUNICATIONS FOR PUMP STATIONS 11/21-12/20/21	\$ 1,244.47	dwwtp
296616	12/20/2021	7206156-00	WESTERN EQUIPMENT, C/O TURFSTAR	REPAIR PARTS #706	\$ 664.13	dshop
296514	12/21/2021	18884496	MCKESSON MEDICAL-SURGICAL	ANTI-ASPHYXIA MASKS	\$ 200.85	medic
296486	12/21/2021	1907319	MILES SAND & GRAVEL CO.	1 1/4" CSBC	\$ 219.51	dshop
296593	12/21/2021	12P5342	MOTOR TRUCKS, INC	VALVE VEH 609	\$ 51.55	dshop
296464	12/21/2021	211689	T-SHIRTS BY DESIGN	PRIDE IN SERVICE AWARDS	\$ 1,018.37	hr
296607	12/21/2021	826641	USA BLUE BOOK	BUFFERS	\$ 88.07	dwtp
296617	12/21/2021	7206156-01	WESTERN EQUIPMENT, C/O TURFSTAR	PISTON CYLINDER #706	\$ 88.97	dshop
296725	12/22/2021	15-83853	CUMMINS, INC.	BASICAL DIESEL ANALYSIS- #2910	\$ 62.37	dshop
296671	12/22/2021	020060683	GALLS, LLC.	UNIFORM ITEMS; NEW HIRE DANIEL	\$ 196.88	apd
296605	12/22/2021	17145	SKAGIT PUBLISHING LLC	PUBLISH AA-181307	\$ 44.66	finance
296608	12/22/2021	17146	SKAGIT PUBLISHING LLC	PUBLISH AA-181309	\$ 40.60	finance
296609	12/22/2021	17147	SKAGIT PUBLISHING LLC	PUBLISH AA-181327	\$ 40.60	finance
296610	12/22/2021	17148	SKAGIT PUBLISHING LLC	PUBLISH AA-181328	\$ 40.60	finance
296612	12/22/2021	17149	SKAGIT PUBLISHING LLC	PUBLISH AA-181331	\$ 48.72	finance
296613	12/22/2021	17150	SKAGIT PUBLISHING LLC	PUBLISH AA-182617	\$ 150.22	finance
296689	12/22/2021	18619	TRANSPORTATION SOLUTIONS INC	PROFESSIONAL SERVICES FROM 7/16/21 - 12/15/21	\$ 67,606.25	pw1
296487	12/23/2021	1060290	FERGUSON ENTERPRISES, INC	2 OMNI+ C2 1000GA AMR 1GPL 15.25LL	\$ 3,541.83	wdist

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
296693	12/24/2021	0176676	GEOENGINEERS, INC.	CRITICAL AREA REPORTING LONGVIEW AVENUE REPAIR - 06/26 - 12/17/21	\$ 632.50	pw1
296677	12/25/2021	00005W5A83521	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 12-25-2021	\$ 21.03	apd
296718	12/26/2021	9896024070	VERIZON WIRELESS	WTP SCADA 11/27-12/26/21	\$ 521.67	dwwtp
296589	12/27/2021	12P5669	MOTOR TRUCKS, INC	REMAN SHO, CORE, SEALS VEH 609	\$ 229.63	dshop
296586	12/27/2021	246481	NAPA	FUEL FILTERS FOR SHOP	\$ 35.37	dshop
296587	12/27/2021	246468	NAPA	DOOR LOCK ROD CLIPS	\$ 3.50	dshop
296676	12/27/2021	P0001-62	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - NOVEMBER 2021	\$ 10,331.50	dwwtp
296619	12/27/2021	7206620-00	WESTERN EQUIPMENT, C/O TURFSTAR	RING BACK UP	\$ 2.91	dshop
296488	12/28/2021	5089317274	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 738.04	finance
296557	12/28/2021	1117899560	FERRELLGAS, LP	PROPANE	\$ 423.06	dshop
296520	12/28/2021	1163041	LIFE ASSIST, INC	AIRWAY FILTERLINE SETS	\$ 364.81	medic
296450	12/28/2021	14683	LYNDEN PRECAST LLC	CEMETERY SUPPLIES	\$ 1,743.00	parks1
296712	12/28/2021	9896085889	VERIZON WIRELESS	City Cell Phones 11/29-12/28/21	\$ 12,565.83	finance
296510	12/28/2021	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 12/28-1/27/2022	\$ 56.65	publib
296512	12/28/2021	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 12/28-1/27/2022	\$ 79.12	finance
296518	12/28/2021	360-299-3674-0214175	ZIPLY FIBER	OPS: PHONE LINE 12/28/2021 - 01/27/2022	\$ 70.86	dshop
296556	12/28/2021	360-293-3725-0501135	ZIPLY FIBER	DEPOT PHONE 12/28/21-1/27/22	\$ 100.38	parks1
296575	12/28/2021	360-293-9063-0926075	ZIPLY FIBER	STA 3 WIFI 12/28-1/27/2022	\$ 89.07	medic
296583	12/28/2021	360-299-0813-1017915	ZIPLY FIBER	WWTP 12/28-1/27/22	\$ 312.22	dwwtp
296678	12/28/2021	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 12/28-1/27/22	\$ 72.73	apd
296679	12/28/2021	360-588-1422-0822015	ZIPLY FIBER	APD BUSINESS LINE 12/28-1/27/22	\$ 298.20	apd
296682	12/28/2021	360-588-9248-0619005	ZIPLY FIBER	APD BACKUP LINE 12/28-1/27/22	\$ 205.77	apd
296683	12/28/2021	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 12/28/21-1/27/22	\$ 85.54	apd
296670	12/29/2021	BI-0351273	BECKWITH & KUFFEL	MAINTENANCE SUPPLIES	\$ 249.01	dwwtp
296519	12/29/2021	7051611	CARDINAL HEALTH 110, INC.	PHARMA: IPRATROP, NASAL DEC, ALBUTEROL	\$ 14.06	medic
296521	12/29/2021	1163283	LIFE ASSIST, INC	AIRWAY FILTERLINE SETS	\$ 53.92	medic
296653	12/29/2021	220015149234	PUGET SOUND ENERGY INC	8147 S MARCHS PT RD STREET LIGHTS: 12/1-12/29/21	\$ 28.74	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
296590	12/30/2021	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 12/1-12/29/21	\$ 4,536.20	dwtp
296508	12/30/2021	ReimbKrueger	KRUEGER, ROBERT	EMPLOYEE BOOT ALLOWANCE	\$ 260.87	parks1
296600	12/30/2021	806	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 6.50	court
296601	12/30/2021	807	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 97.50	court
296602	12/30/2021	808	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 13.00	court
296603	12/30/2021	809	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 214.50	court
296724	12/30/2021	10402238	NAVIA BENEFIT SOLUTIONS, INC	DECEMBER FLEXIBLE SPENDING PARTICIPANT FEE	\$ 132.80	hr
296511	12/30/2021	22MIS070	ROBINSON BROTHERS	TRAFFIC CONTROL PLAN	\$ 2,027.59	wdist
296595	12/30/2021	49733742	UNIVAR USA INC	SODIUM HYDROXIDE / CAUSTIC SODA	\$ 4,701.62	dwtp
296727	12/31/2021	Donations	ANACORTES FOOD BANK	PRIDE IN SERVICE DONATIONS TO FOOD BANK	\$ 250.00	hr
296680	12/31/2021	21411.11-2	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT:	\$ 164.50	plan
296721	12/31/2021	9324967491	GRAYBAR ELECTRIC COMPANY, INC	MULTI-PORT SERVICE TERMINALS	\$ 89,401.24	fiber
296579	12/31/2021	347040	REECE, STORMIE	DEPOT CLEANING FOR DEC 2021	\$ 858.00	parks1
296735	12/31/2021	CL37396	REISNER DISTRIBUTOR INC	VEHICLE FUEL - DEC 2021	\$ 27,388.32	finance
296585	12/31/2021	1120118	UTILITIES UNDERGROUND LOCATION	DECEMBER UTILITY LOCATES	\$ 176.73	dshop
296690	1/1/2022	1/1/2022	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - DECEMBER 2021	\$ 4,166.67	apd
296231	1/1/2022	51337	NATIONAL RECREATION & PARK	NAT'L REC AND PARKS ASSOC DUES	\$ 175.00	pkrec
296588	1/1/2022	2295	OAB ENGINEERING, LLC	STA 3 INTERNET: JANUARY	\$ 85.00	medic
296559	1/1/2022	1000186396	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY 1/1-1/31/22	\$ 379.03	publib
296564	1/1/2022	5063523332	RICOH USA, INC	S/N C86086497 PUB DEF COPIES 10/1-12/31/21	\$ 14.95	finance
296565	1/1/2022	5063523542	RICOH USA, INC	S/N C86152062 HR COPIES 12/1-12/31/21	\$ 16.27	finance
296674	1/1/2022	5063523331	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 12/01-12/31/21	\$ 26.90	apd
296692	1/1/2022	00005W5A83012	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 1-1-2022	\$ 9.72	apd
296523	1/1/2022	15281	WASHINGTON CITIES INSURANCE	GENERAL LIABILITY INSURANCE CITYWIDE 2022	\$ 516,246.00	finance
296661	1/1/2022	360-293-0045-0223175	ZIPLY FIBER	STA 1 BACK-UP LINES 1/1-1/31/2022	\$ 152.84	medic
296722	1/3/2022	01/03/2022	FIDALGO CLEANING	APD CLEANING & SUPPLIES 12/27/21-12/31/21	\$ 800.00	apd
296694	1/3/2022	247073	NAPA	BATTERY- #032	\$ 145.74	dshop
296700	1/3/2022	220025931985	PUGET SOUND ENERGY INC	STREET LIGHTS 12/3/2021-1/3/2022	\$ 7.77	dshop
296701	1/3/2022	300000340004	PUGET SOUND ENERGY INC	STREETLIGHTS 12/1/21-12/29/21	\$ 81.46	dshop
296702	1/3/2022	300000325005	PUGET SOUND ENERGY INC	STREETLIGHTS 11/9-12/9/2021	\$ 110.59	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
296720	1/3/2022	200012505505	PUGET SOUND ENERGY INC	WTP 12/1-12/31/21	\$ 75,493.67	dwtpt
296726	1/3/2022	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS- 12/1-12/29/21	\$ 396.03	dshop
296561	1/3/2022	5063523253	RICOH USA, INC	CITY WIDE 10/1-12/31/21	\$ 124.96	finance
296581	1/3/2022	Invoice #2	SKAGIT VALLEY TULIP FESTIVAL	LTAC TULIP FEST FINAL PAYMENT REQUEST	\$ 400.00	plan
296596	1/3/2022	1940	THE CLEAN TEAM	LTAC RESTROOM MAINTENANCE #12	\$ 1,800.00	plan
296667	1/3/2022	1941	THE CLEAN TEAM	JANITORIAL SERVICES - DECEMBER 2021	\$ 4,300.00	pw1
296668	1/4/2022	5	CABOT DOW ASSOCIATES, INC.	COMPENSATION STUDY WORK PROJECT	\$ 4,000.00	hr
296695	1/4/2022	7066303	CARDINAL HEALTH 110, INC.	PHARMA: DILTIAZEM, ONDANSETRON	\$ 56.92	medic
296691	1/4/2022	247118	NAPA	OIL DRY- SHOP	\$ 106.97	dshop
296699	1/4/2022	4th QTR PROBATION	SKAGIT COUNTY DISTRICT COURT	4TH QTR PROBATION SERVICES	\$ 5,150.00	court
296706	1/4/2022	3rd&4th QTR	SKAGIT COUNTY DISTRICT COURT	3RD & 4TH QTR COMMUNITY COURT FEES 2021	\$ 3,660.54	court

Total **\$883,584.78**



City Council Agenda Bill

Meeting Date: January 10, 2022 **Agenda Item:** 6.c.

Agenda Item Title: Contract Award: Wastewater Industrial Users Survey and Industrial Sewer Rate Analysis #21-226-SEW-001

Staff Contact(s): FRED BUCKENMEYER, BECKY FOX

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$55,242.00 to Carollo Engineers, Inc. to perform the Wastewater Industrial Users Survey and Industrial Sewer Rate Analysis. The Consultant will assist with conducting a Wastewater Industrial Users Survey to meet NPDES Permit requirements. The survey will identify industries contributing high volume or strength of wastewater to the system or pollutants of concern by classifying each business according to its potential to discharge non-domestic waste to the WWTP. The Consultant will help classify users, develop the survey for distribution, help review and categorize the survey responses and prepare a report for permit compliance.

Background:

1. History: Anacortes is required to conduct an Industrial Users Survey as a NPDES Permit requirement. The report is due to Ecology in March so surveys must be sent out as soon as possible in January.

2. Key Terms:

- Contract is for a firm fixed price of \$55,242.00.
- The period of performance under this Agreement is from inception through July 31, 2022.

3. Competitive Bidding: On September 23, 2021 the City [requested proposals](#) for the subject project with a closing date of 10/21/21. Two proposals were received and were scored based on specific criteria by the evaluation committee. Carollo Engineers, Inc. was selected, after which a price was negotiated.

Budget Impact:

Contractor	Carollo Engineers, Inc.
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Contract Amount	\$55,242.00
Earmarked Funds	\$126,155.00 for bars #
BARS #	440.750.535.14.41
Budget Amendment Required?	No
Start Date	Inception
End Date	July 31, 2022

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 21-226-SEW-001 with Carollo Engineers, Inc. in the amount of \$55,242.00 to perform the Wastewater Industrial Users Survey and Industrial Sewer Rate Analysis.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 21-226-SEW-001



AGREEMENT 21-226-SEW-001

Between
THE CITY OF ANACORTES
AND
CAROLLO ENGINEERS, INC.

Wastewater Industrial Users Survey and Industrial Sewer Rate Analysis

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Carollo Engineers, Inc., hereinafter referred to as the "Consultant".

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall perform the duties required for Emergency Management Services as detailed in the City of Anacortes document entitled "REQUEST FOR PROPOSALS For Wastewater Industrial Users Survey and Industrial Sewer Rate Analysis #21-226-SEW-001" issued September 23, 2021, as well as Exhibit A "Scope of Services", both of which are hereby incorporated by reference and made a part hereof.

2. **COVID-19 Safety Requirements Compliance.** The Consultant, and its sub-Consultants of any tier, agree to comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State or the Office of the City of Anacortes Mayor as it may relate to City of Anacortes projects.

3. **Price and Payment Terms.** The services provided under this Agreement shall be for a firm fixed price of **Fifty-Five Thousand Two Hundred Forty-Two Dollars (\$55,242.00)**. Payments shall be made in accordance with the Consultant's Project Budget, which is incorporated by reference and attached hereto as Exhibit B.

4. **Period of Performance.** The period of performance under this Agreement is from inception through July 31, 2022.

5. **Subcontracts.** The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed sub Consultant, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –

- (1) of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this Agreement,; or
- (3) To relieve the Consultant of any responsibility for performing this Agreement.

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

6. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Consultant's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

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

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

8. **Withholding Payment.** In the event the City determines that the Consultant has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Consultant the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Consultant to terminate or damages, provided that the City promptly gives notice in writing to the Consultant of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Consultant of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Consultant acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Consultant, (3) to set off any amount so paid or incurred from amounts due to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the City under this clause.

9. **Final Payment: Waiver Of Claim** The Consultant's acceptance of final payment shall constitute a waiver of claims, except those previously and properly made and identified by the Consultant as unsettled at the time request for final payment is made.

10. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

11. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any material furnished or work or services performed hereunder, Consultant shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

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

13. **General and Professional Liability Insurance.**

A. Insurance Term: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

C. Minimum Scope of Insurance: Consultant shall obtain insurance of the types and coverages described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall

be as least as broad as Insurance Services Office (ISO) form CA 00 01.

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

G. Verification of Coverage: Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

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

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

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

16. **Standard of Care.** The Consultant represents that Consultant has the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Consultant and any persons employed by

Consultant shall use their professional skill and efforts to perform the Work in a professional manner consistent with sound engineering practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care shall be the re-performance of the Service or an equitable adjustment in the monies paid for the Professional Services, at the City's discretion

17. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

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

19. **Acceptance.** Consultant acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Consultant. These General Provisions supersede all conflicting or additional terms pre-printed on any purchase order, quote, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

20. **No Third Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

21. **Right to Terminate Agreement.**

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

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

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

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

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

25. **Covenant Against Contingent Fees**. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

26. **Disputes**

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

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

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

D. Dispute Resolution: In the event of a dispute between the City and the Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

27. **Force Majeure**. Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City

28. **Compliance with Laws**. The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or

criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

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

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

31. **Survival of Agreement Termination.** The articles relating to Defense and Indemnity, Taxes, Ownership and Use of Documents, Assistance Regarding Patent and Copyright Infringement, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

32. **Notices.** Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221

CONSULTANT:

Carollo Engineers, Inc.
Patricia Losacco
1200 Fifth Avenue, Suite 900
Seattle, WA 98101

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

CITY OF ANACORTES

CAROLLO ENGINEERS, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CITY OF ANACORTES

SCOPE OF SERVICES

INDUSTRIAL USER SURVEY & RATE STUDY

The following Scope of Services has been developed to assist the City of Anacortes (City) conduct a Wastewater Industrial Users Survey and perform a Sewer Industrial Users Rate Analysis. The purpose of the Industrial Users Survey is to identify industries contributing high volume or strength of wastewater to the system or pollutants of concern. The objective for the Industrial Rate Analysis is to evaluate the rate structure for non-domestic users of the sewer system to ensure rates are appropriately allocated among all user classes to recover costs for providing sewer service. The following tasks under this Scope of Services have been prepared based on Carollo Engineer Inc.'s (Consultant) current understanding of the proposed project, and on discussions with City staff.

PROJECT BACKGROUND

Anacortes is required to complete an Industrial Users Survey as a requirement of the Wastewater Treatment Plant (WWTP) Municipal NPDES Permit. The information collected to complete the Industrial Users Survey will be used in conducting a sewer rate analysis. The work will be split into Phase A, completing the Industrial Users Survey and Phase B, completing the Industrial Users Rate Analysis. It has been a number of years since the City has undertaken a survey of industrial users and evaluated industrial user rates.

PROJECT ASSUMPTIONS

- Carollo Engineers, Inc. will be referred to as "Consultant" in this document.
- The City of Anacortes and its staff will be referred to as "City" in this document.
- All meetings will be held on Microsoft Teams, unless otherwise specified.
- Draft deliverables will be provided in electronic format (PDF and/or Microsoft Word) transmitted via email or secure file transfer.
- City comments on draft deliverables will be documented in the Project Comment Response Log by the Consultant. The Consultant will prepare responses to address the comments in the Comment Response Log for the City's review and acceptance. Final versions of draft deliverables will be prepared incorporating City comments and delivered in electronic format (PDF) transmitted via email or secure file transfer.
- The Consultant will prepare an agenda, presentation materials, and document discussions, including action items and decisions, in meeting minutes for Consultant-led meetings.
- Meeting notes and related materials will be transmitted electronically in MS Word and PDF formats via email.
- The City will print and produce all documents as necessary for its use.
- The City will provide available information related to the project and as requested by the Consultant in a timely manner. The City shall furnish Consultant available studies, reports, and other data pertinent to Consultant's services; obtain, or authorize Consultant to obtain, or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by the City or others in performing Consultant's services under this Agreement.

EXHIBIT A

- In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way the City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates.

TASKS

To meet the objectives of this Scope of Services, the Consultant shall complete the tasks as summarized in the table below and discussed in detail in the text that follows.

TASK SUMMARY	
Task Number	Task Name
Task 100	Compile and Prioritize Business List
Task 200	Develop and Distribute Survey Forms
Task 300	Collect and Tabulate Survey Data, and Follow Up with Unresponsive Businesses
Task 400	Categorize Industrial Users
Task 500	Industrial User Survey Report
Task 600	Ordinance Update (Optional)
Task 700	Review Existing Rates and Residential Rate Study
Task 800	Determine Revenue Requirements
Task 900	Allocate Costs to Customer Classes
Task 1000	Develop Cost-based Non-residential Rates
Task 1100	Sewer Rate Analysis Report
Task 1200	Project Management and Meetings

TASK 100 - COMPILE AND PRIORITIZE BUSINESS LIST

The objective of this task is to compile and prioritize a list of businesses based on potential to discharge non-domestic waste to the WWTP. This task consists of the following activities:

Task 100 Activities:

101. Data Review and List Compilation. Consultant will conduct a review of water and sewer records, business license records, Google search results, Ecology records, Chamber of Commerce rosters, and any lists developed by City staff during a physical reconnaissance (or drive-by tour) of the sewer service area. Data collected during this review will be used to compile a list of businesses in the WWTP service area. An initial data request will be prepared and shared with the City at the project Kickoff Meeting (Task 1200 – Meeting 1) to obtain information available to the City on businesses in the service area.

EXHIBIT A

102. Prioritization of Businesses. Consultant will classify each business in the list as Priority A, Priority B, or Priority C according to its potential to discharge non-domestic waste to the WWTP.

Task 100 Assumptions:

1. City to provide utility records, business license records, or other business lists developed by the City. This includes the list generated by the City for the previous Industrial Users Survey.
2. Consultant will add additional users to the list based on information contained in Business license records, etc. provided by the City.

Task 100 City Inputs:

1. Requested Data from Task 101.

Task 100 Consultant Deliverables:

1. Excel spreadsheet inventory of businesses including the following fields (or column headings) business name, address, contact person, phone number, email address, an initial description of business activities, and Priority classification.

TASK 200 - DEVELOP AND DISTRIBUTE SURVEY FORMS

The objective of this task is to develop and distribute survey forms that gather the information needed to make a determination regarding the industrial user category of each business. This task consists of the following activities:

Task 200 Activities:

201. Develop Survey Forms. Consultant will create survey forms for Priority A and B businesses in accordance with Guidance recommendations. Questions on the survey forms will be designed to collect information that will be used to characterize each business as an SIU, CIU, MIU, or Domestic Equivalent User.

202. Distribute Survey Forms. Consultant will coordinate with the City on the distribution of the survey forms to all Priority A and B businesses. The surveys will be distributed using the most suitable delivery method (email, mail, or hand delivery).

Task 200 Assumptions:

1. Consultant to provide content for survey forms and messaging electronically to City.
2. City to distribute surveys to the businesses listed on the business inventory.
3. Paper surveys and letters will be made available to any survey recipients that do not have access to the electronic survey.

Task 200 City Inputs:

1. City comments on survey forms and cover letters

Task 200 Consultant Deliverables:

1. Two Industrial User Survey forms (one for Priority A businesses and one for Priority B businesses).
2. Industrial User Survey cover letter.

EXHIBIT A

Task 200 Meetings:

1. Meeting No. 2 – Coordination Meeting

TASK 300 - COLLECT AND TABULATE SURVEY DATA, AND FOLLOW UP WITH UNRESPONSIVE BUSINESSES

The objective of this task is to compile the data from the completed surveys and create a detailed inventory of industrial users in the City's service area, including data that will inform the categorization of the businesses. This task consists of the following activities:

Task 300 Activities:

301. Collect and Tabulate Survey Data. As surveys are completed and returned, the City will tabulate the survey results by updating the original business inventory to include additional fields. Additional fields will include information about industrial processes, business operations, water usage, chemical usage and storage, wastewater volume, and wastewater characteristics.

302. Follow Up with Unresponsive Businesses. To ensure that the Industrial User Survey provides a comprehensive representation of the industrial discharges to the City's WWTP, the City will follow up with unresponsive businesses via phone and email.

Task 300 Assumptions:

1. Completed surveys will be returned by businesses to the City.
2. City to scan, tabulate responses in electronic format and email to Consultant.
3. City to keep track of which businesses have responded, and which businesses have not yet responded.
4. City to follow up with unresponsive businesses via phone or email. If unable to reach, City staff to visit site in-person.
5. Consultant will review survey results and provide input and assist the City as needed.

Task 300 City Inputs:

1. City to notify Consultant when completed surveys are returned.

Task 300 Consultant Deliverables:

1. Excel spreadsheet including data from the original business inventory and additional fields containing data collected from completed survey forms.

Task 300 Meetings:

1. Meeting No. 3 – Coordination Meeting

TASK 400 - CATEGORIZE INDUSTRIAL USERS

The objective of this task is to categorize businesses as Significant Industrial Users (SIUs) (which includes Categorical Industrial Users, or CIUs), Minor Industrial Users (MIUs), or Domestic Equivalent Users. This task more clearly identifies the potential threats to the WWTP and is an Ecology requirement. This task consists of the following activities:

EXHIBIT A

Task 400 Activities:

401. Categorize Industrial Users. Once survey results have been tabulated, Consultant will categorize each non-domestic discharger based on an analysis of the data. Each business will be categorized as an SIU, CIU, MIU, or Domestic Equivalent User. Consultant will update the survey data spreadsheet with an additional column added to capture this industrial user categorization.

Task 400 Assumptions:

1. Categories will be assigned based on Ecology definitions as well as input from the City

Task 400 City Inputs:

1. City input to Consultant on which businesses to categorize as MIUs. This input is expected to be obtained at Meeting No. 4 (Task 400).

Task 400 Consultant Deliverables:

1. Excel spreadsheet including data from the original business inventory, summarized data from completed survey forms, and the industrial user category assigned to each business.

Task 400 Meetings:

1. Meeting No. 4 – Coordination Meeting

TASK 500 - INDUSTRIAL USER SURVEY REPORT

The objective of this task is to develop an Industrial User Survey report that fulfills Ecology requirements. This task consists of the following activities:

Task 500 Activities:

501. Industrial User Survey Report. Consultant will summarize the results of the Industrial User Survey with the preparation of a report which the City will submit to Ecology. Submission of the Industrial User Survey Report will satisfy requirements set forth in the City's NPDES permit. Consultant will present the draft report to the City and will address and incorporate any City comments into the final report.

Task 500 Assumptions:

1. Consultant to present the content of draft report to City staff and obtain City comments at Meeting No. 5 (Task 500)
2. Consultant to submit draft report to City staff following Meeting No. 5.
3. City staff to review draft report and provide any additional comments in writing to Consultant.
4. Consultant to update report based on verbal and written comments provided by the City and submit a final Industrial User Survey Report to the City.
5. City to submit final Industrial User Survey Report to Ecology

Task 500 City Inputs:

1. City comments on draft report

Task 500 Consultant Deliverables:

1. Draft Industrial User Survey Report.
2. Final Industrial User Survey Report.

EXHIBIT A

Task 500 Meetings:

1. Meeting No. 5 – Present draft report and receive City comments

TASK 600 - ORDINANCE UPDATE

The objective of this task is to provide updated language for the City's municipal code that gives the City legal authority to implement and enforce all aspects of a pretreatment program. This task consists of the following activities:

Task 600 Activities:

601. Ordinance Update. Consultant will develop updated ordinance language that states requirements for businesses to receive public sewer service. The updated ordinance language will provide escalating enforcement response options to help the City achieve compliance. The sewer use ordinance will ensure that the City has legal authority to enforce all aspects of the Industrial User Survey and any other pretreatment program elements. We will develop draft ordinance language in collaboration with the City and the City's legal counsel.

Task 600 Assumptions:

1. Updates will be prepared either as a new standalone document or inserted into the City's Municipal Code.
2. Updates are limited to updated language associated with pretreatment and will not involve changes to other provisions of the Municipal Code.
3. Legal review of ordinance will be provided by City Attorney or special counsel (not part of this contract).

Task 600 City Inputs:

1. Feedback from City staff and City attorney on Municipal Code updates

Task 600 Consultant Deliverables:

1. Draft Updated Sewer Use Ordinance (SUO) language.
2. Final Updated Ordinance language.

Task 600 Meetings:

1. Meeting No. 6 – Walk through SUO updates and City comments
2. Meeting No. 7 – Present ordinance modifications to City Council

TASKS SUPPORTING INDUSTRIAL USER RATE SETTING (TASKS 700-1100)

To support adjustments in charges for industrial users, the following tasks (700 through 1100) are necessary. However, until evaluation of the pool of industrial users has been completed, the City has determined it would be premature to begin this work. In addition, the City may deem necessary certain efforts identified as optional in Task 900 upon completion of industrial users survey tasks 100 through 500.

As a result, tasks 700 through 1100 are included in this scope of services to inform the public and decisions of the City Council. Each are noted as to be determined (TBD) in this initial scope of services, and no fee is allocated in Exhibit B. The effort to complete tasks 700 through 1100 will be estimated once sufficient work has been done in tasks 100 through 500 to confirm the scope required.

EXHIBIT A

With respect to charges for industrial users, in addition to addressing the industrial users' fair share of cost for maintaining current treatment capacity, the City is facing potential capital improvements to address new nutrient removal requirements and evaluating solids handling options in the near future. The City may wish to better understand these costs and the share for which industrial users should be responsible before adjusting charges.

Work under tasks 700 through 1100 requires subsequent authorization by the Director of Public Works prior to Consultant commencing work described within those tasks. Further, the City may determine additional modifications to the scope of tasks 700 through 1100 is required prior to authorizing the Consultant to proceed.

TASK 700 - REVIEW EXISTING RATES AND PREVIOUS RATE STUDY (TBD)

The objective of this task is to familiarize Carollo with the assumptions and analysis from the previous study to use as appropriate for the industrial rate analysis. This task consists of the following activities:

Task 700 Activities:

701. Review Existing Rates. Consultant will review the City's existing industrial sewer rate schedule to understand how customers are currently charged for wastewater service, including industrial pretreatment. If available, Consultant will also review any data that supports the existing rates.

702. Review Previous Rate Study. Consultant will review the recently completed sewer rate study report, including assumptions and analysis to understand how costs were allocated to single family and multifamily residential customers and commercial customers.

Task 700 Assumptions:

1. City staff will provide previous sewer rate study documentation.

Task 700 City Inputs:

1. FCS Group Sewer Rate Study documentation for Phases I and II.

Task 700 Consultant Deliverables:

No deliverables Task 700.

TASK 800 - DETERMINE REVENUE REQUIREMENTS (TBD)

The objective of this task is to determine how much revenue is needed from wastewater rates to recover the full cost of collecting and treating wastewater. This task consists of the following activities:

Task 800 Activities

801. Develop Updated Revenue Requirements. Consultant will coordinate with City staff to request and review financial data needed to determine revenue requirements, including the operations and maintenance budget, debt service requirements, cash-funded capital projects, and minimum reserve policies. Consultant will identify any changes to the revenue requirements from the previous rate study and discuss with City staff to understand the drivers behind the differences and how they impact residential, non-residential (multifamily and commercial), and industrial rates.

EXHIBIT A

Task 800 Assumptions:

1. Expenditures identified in the City's Capital Facility Plan will be used as the basis for revenue requirements for capital needs.
2. Possible future large capital expenditures not yet fully defined may be assumed to be funded in the future through bonds or other financing acceptable to the City.

Task 800 City Inputs:

1. City will provide the latest Capital Facility Plan to be used as the basis for revenue requirements for capital needs.
2. City will provide O&M budget/staffing basis to be used for operational portion of revenue requirements.

Task 800 Consultant Deliverables:

1. Excel spreadsheet calculating total wastewater revenue requirements and list of changes to assumptions or analysis since previous rate study was completed.

Task 800 Meetings:

1. Meeting No. 8 - Approach to Establishing Revenue Requirements

TASK 900 - ALLOCATE COSTS TO CUSTOMER CLASSES (TBD)

The objective of this task is to determine what portion of revenue requirements is attributable to industrial customers. This task consists of the following activities:

Task 900 Activities:

901. Sampling Plan. Based on the results of the Industrial User Survey, Consultant will develop recommendations for the collection of data (in-plant, residential, and industrial) needed for the allocation of costs to customer classes. Consultant will prepare a Draft Report of Recommendations and Sampling Plan/Schedule, which will include a list of analytes, recommended sampling and analytical methods, and an implementation schedule for City review and approval. City comments on the Draft version will be incorporated in the Final version.

902. Allocate Costs to Customer Classes. Consultant will allocate revenue requirements (costs) among residential, commercial, and industrial customer classes based on the assumed flows and loadings. The results of the Industrial User Survey will determine if modifications are needed to the existing customer classes, including the SIC categories, to group customers with similar wastewater concentrations.

Task 900 Assumptions:

1. The City has established a basis for per unit cost of service (e.g., \$/lb BOD₅). This evaluation will use those existing per unit costs as the basis, unless it is determined they are no longer representative and equitable.
2. This scope of services does not include effort for development of revised cost of service bases. However, that effort is within the bounds of this study, and additional scope and effort may be authorized by the City in a subsequent amendment. This may include evaluation of WWTP performance and cost of service by the Consultant.

EXHIBIT A

3. This scope of services includes recommendations for a sampling program, but it is assumed the City will implement the sampling program including contracting with a local laboratory, deploying and installing flow meters and/or composite samplers, collecting samples and data, and sending samples to the contract lab.
4. The need for additional assessment of cost of service or non-residential user waste characterization inputs to the cost-of-service evaluation will be discussed at Meeting No. 8 (Task 900).

Task 900 City Inputs:

1. Available customer flow and sampling data
2. Available WWTP influent flow and sampling data

Task 900 Consultant Deliverables:

1. Draft Report of Recommendations and Sampling Plan/Schedule
2. Final Report of Recommendations and Sampling Plan/Schedule
3. Excel spreadsheet allocating wastewater revenue requirements among customer classes.

Task 900 Meetings

1. Meeting No.9 – Customer Class Cost Allocations

TASK 1000 - DEVELOP COST-BASED INDUSTRIAL RATES (TBD)

The objective of this task is to calculate cost-based rates for industrial customers. This task consists of the following activities:

Task 1000 Activities:

1001. Develop Cost-based Industrial Rates. Consultant will develop monthly fixed charges and consumption charges that will adequately recover the cost of service from each of the proposed industrial customer classes (by SIC code). If necessary, a (sur)charge per pound for BOD and TSS will also be calculated.

Task 1000 Assumptions:

1. The City has established a basis for per unit cost of service (e.g., \$/lb BOD₅). This evaluation will use those existing per unit costs as the basis, unless it is determined they are no longer representative and equitable.

Task 1000 City Inputs:

1. Feedback from City staff regarding industrial sewer rate structure

Task 1000 Consultant Deliverables:

1. Excel spreadsheet calculating sewer rates by customer class.
2. Schedule of recommended commercial and industrial sewer rates.

Task 1000 Meetings:

1. Meeting No. 10 – Initial Findings Non-residential Rates

EXHIBIT A

TASK 1100 - SEWER RATE ANALYSIS REPORT (TBD)

The objective of this task is to document study assumptions, analysis, findings, and recommendations. This task consists of the following activities:

Task 1100 Activities:

1101. Sewer Rate Analysis Report. Consultant will summarize the results of the Sewer Rate Analysis in a draft report which will be submitted to City staff for review and comment. Consultant will address and incorporate any City comments into a final report.

Task 1100 Assumptions:

1. Consultant to present the content of draft report to City staff and obtain City comments at Meeting No. 10 (Task 1000).
2. Consultant to submit draft report to City staff following Meeting No. 10.
3. City staff to review draft report and provide any additional comments in writing to Consultant.
4. Consultant to update report based on verbal and written comments provided by the City and submit a final Sewer Rate Analysis Report to the City.

Task 1100 City Inputs:

1. City comments on draft report

Task 1100 Consultant Deliverables:

1. Draft Sewer Rate Analysis Report.
2. Final Sewer Rate Analysis Report.

Task 1100 Meetings:

1. Meeting No. 11 – Present draft Report and receive City comments.
2. Meeting No. 12 – Presentation to City Council – Draft Report.
3. Meeting No. 13 – Presentation to City Council – Final Report

TASK 1200 - PROJECT MANAGEMENT AND MEETINGS

The purpose of this task is to direct all activities within the scope of services and maintain the project within the contracted scope, schedule, and budget. This includes project administration, monthly invoicing, client and team coordination and quality assurance/quality control review necessary to successfully complete the work to the City's expectations. Additionally, the Consultant will develop a Project Management Plan (PMP) and lead the initial team kick-off meeting. This task consists of the following activities:

Task 1200 Activities:

1201. Monthly Progress Reports and Invoices. This subtask includes production and implementation of the project plan, schedule, and budget. Assist the project team members in the implementation of the task items, reviewing the work-in-progress reports. Prepare and submit monthly activity reports showing current project status and identifying key issues or elements of the project that will need to be addressed in the proceeding weeks. An electronic version of the monthly progress reports will be sent to the City for review and approval. This task assumes that no hard copy of the monthly progress reports will be distributed.

EXHIBIT A

1202. Project Management Plan. Prepare a Project Management Plan (PMP) that describes deliverables, Plan outline, anticipated meetings, project roles and responsibilities, lists contact information for the project team, describes communications protocols, quality management, and includes the scope of services, schedule, and budget. Quality Management includes, but is not limited to, the following elements:

- Project Manager overview of all primary documents to verify technical consistency and compliance with contract requirements.
- Organization of the work into logical deliverables with qualified staff for each task assigned to the work.
- Resolution of all review comments summarizing key comments and the manner in which each was addressed in the work.

An electronic version of the Project Management Plan will be sent to the City for review and approval. This task assumes that no hard copy of the Project Management Plan will be distributed.

1203. Meeting 1 - Kick-off Meeting. Attend project kickoff meeting with City staff. Facilitate a kick-off meeting to review project management and initial data requests.

1204. Client Coordination.

- Manage the Consultant project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete the project.
- Create and maintain a working project schedule based on the schedule in the PMP.
- Review project status, including scope, budget, and schedule.
- *Bi-Monthly Virtual Status Meeting.* Facilitate virtual PM meetings 2 times per month to review status of project.

Task 1200 Assumptions:

1. The PMP will be updated with full incorporation of review comments after the City review of the draft PMP.
2. The project is anticipated to be completed on 12/31/22.
3. City provides required documents for appendices.
4. Bi-monthly Status Meetings will be held over Microsoft Teams. If meetings for Tasks 100 through 1100 are held at least twice in a given month, those will be considered sufficient coordination and separate Bi-monthly Status Meetings will not be held.

Task 1200 City Input:

1. Team member contact information.
2. PMP review for completeness.
3. Receive, review, and process Consultant invoices in a timely manner.

Task 1200 Consultant Deliverables:

1. Draft PMP.
2. Final PMP.
3. Twelve monthly progress reports and invoices.

EXHIBIT A

Task 1200 Meetings:

1. Meeting No. 1 – Kick-off Meeting.
2. Bi-monthly PM Virtual Meetings
3. Teams call with City staff and Ecology permit writer to confirm expectations on content and timing of Industrial User Survey Report (developed in Task 500).

AGREEMENT 21-226-SEW-001
EXHIBIT B

 CITY OF ANACORTES INDUSTRIAL USERS SURVEY AND INDUSTRIAL SEWER RATE ANALYSIS PROJECT BUDGET															
TASK / DESCRIPTION		PM	QM	Lead Engineer	Financial	Financial	Engineer	Associate Engineer	DP	Total Hours	Carollo Labor Cost	OTHER DIRECT COSTS			TOTAL COST
Total Labor Rate		\$250.00	\$250.00	\$180.00	\$250.00	\$165.00	\$150.00	\$155.00	\$115.00			Travel, Shipping and Printing	PECE	Total ODC	
													\$ 13.00		
Task 100 - Compile and Prioritize Business List		1	2	14			22	2		41	\$ 6,880	\$ -	\$ 533	\$ 533	\$ 7,413
101	Data Review and List Compilation		1	6			6	2		15	\$ 2,540	\$ -	\$ 195	\$ 195	\$ 2,735
102	Prioritization of Businesses	1	1	8			16			26	\$ 4,340	\$ -	\$ 338	\$ 338	\$ 4,678
Task 200 - Develop and Distribute Survey Forms		2	1	12	2	2	16	5		40	\$ 6,915	\$ -	\$ 520	\$ 520	\$ 7,435
201	Develop Survey Forms	1	1	8	2	2	8			22	\$ 3,970	\$ -	\$ 286	\$ 286	\$ 4,256
202	Distribute Survey Forms			2			6	4		12	\$ 1,880	\$ -	\$ 156	\$ 156	\$ 2,036
203	Meeting No. 2 - Coordination Meeting	1		2			2	1		6	\$ 1,065	\$ -	\$ 78	\$ 78	\$ 1,143
Task 300 - Collect and Tabulate Survey Data, and Follow Up with Unresponsive Busi		1		11			11	3		26	\$ 4,345	\$ -	\$ 338	\$ 338	\$ 4,683
301	Collect and Tabulate Survey Data			8			8			16	\$ 2,640	\$ -	\$ 208	\$ 208	\$ 2,848
302	Follow Up with Unresponsive Businesses			2			2	2		6	\$ 970	\$ -	\$ 78	\$ 78	\$ 1,048
303	Meeting No. 3 - Coordination Meeting	1		1			1	1		4	\$ 735	\$ -	\$ 52	\$ 52	\$ 787
Task 400 - Categorize Industrial Users		1	1	11			11	1		25	\$ 4,285		\$ 325	\$ 325	\$ 4,610
401	Categorize Industrial Users		1	10			10			21	\$ 3,550	\$ -	\$ 273	\$ 273	\$ 3,823
402	Meeting No. 4 - Coordination Meeting	1		1			1	1		4	\$ 735	\$ -	\$ 52	\$ 52	\$ 787
Task 500 - Industrial User Survey Report		4	3	18			22	2	10	59	\$ 9,750	\$ -	\$ 767	\$ 767	\$ 10,517
501	Industrial User Survey Report	2	3	16			20		8	49	\$ 8,050	\$ -	\$ 637	\$ 637	\$ 8,687
502	Meeting No. 5 - Draft Report Review Meeting	2		2			2	2	2	10	\$ 1,700	\$ -	\$ 130	\$ 130	\$ 1,830
Task 600 - Ordinance Update (Optional)		5	4	27			26		8	70	\$ 11,930	\$ -	\$ 910	\$ 910	\$ 12,840
601	Ordinance Update	1	4	22			22		4	53	\$ 8,970	\$ -	\$ 689	\$ 689	\$ 9,659
602	Meeting No. 6 - Draft Ordinance Update Review Meeting	2		2			2		2	8	\$ 1,390	\$ -	\$ 104	\$ 104	\$ 1,494
603	Meeting No. 7 - Present Ordinance Modifications to City Council	2		3			2		2	9	\$ 1,570	\$ -	\$ 117	\$ 117	\$ 1,687
Task 700 - Review Existing Rates and Residential Rate Study (TBD)											\$ -	\$ -	\$ -	\$ -	\$ -
701	Review Existing Non-residential Rates									-	\$ -	\$ -	\$ -	\$ -	\$ -
702	Review Residential Rate Study									-	\$ -	\$ -	\$ -	\$ -	\$ -
Task 800 - Determine Revenue Requirements (TBD)											\$ -	\$ -	\$ -	\$ -	\$ -
801	Determine Revenue Requirements									-	\$ -	\$ -	\$ -	\$ -	\$ -
802	Meeting No. 8 - Approach to Establishing Revenue Requirements									-	\$ -	\$ -	\$ -	\$ -	\$ -
Task 900 - Allocate Costs to Customer Classes (TBD)											\$ -	\$ -	\$ -	\$ -	\$ -
901	Sampling Plan									-	\$ -	\$ -	\$ -	\$ -	\$ -
902	Allocate Costs to Customer Classes									-	\$ -	\$ -	\$ -	\$ -	\$ -
903	Meeting No. 9 - Customer Class Cost Allocations									-	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1000 - Develop Cost-based Non-residential Rates (TBD)											\$ -	\$ -	\$ -	\$ -	\$ -
1001	Develop Cost-based Non-residential Rates									-	\$ -	\$ -	\$ -	\$ -	\$ -
1002	Meeting No. 10 - Initial Findings Non-residential Rates									-	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1100 - Sewer Rate Analysis Report (TBD)											\$ -	\$ -	\$ -	\$ -	\$ -
1101	Sewer Rate Analysis Report									-	\$ -	\$ -	\$ -	\$ -	\$ -
1102	Meeting No. 11 - Draft Report Review Meeting									-	\$ -	\$ -	\$ -	\$ -	\$ -
1103	Meeting No. 12 - Presentation to City Council - Draft Report									-	\$ -	\$ -	\$ -	\$ -	\$ -
1104	Meeting No. 13 - Presentation to City Council - Final Report									-	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1200 - Project Management and Meetings (Supporting Tasks 100-600)		14	1	3	1		7	7	5	38	\$ 7,250	\$ -	\$ 494	\$ 494	\$ 7,744
1201	Monthly Progress Reports and Invoices	6							4	10	\$ 1,960	\$ -	\$ 130	\$ 130	\$ 2,090
1202	Develop Project Management Plan	1						1	1	3	\$ 520		\$ 39	\$ 39	\$ 559
1203	Meeting No. 1 - Kick-off/Coordination with Ecology	3	1	3	1		3	2		13	\$ 2,550		\$ 169	\$ 169	\$ 2,719
1204	Client Coordination	4					4	4		12	\$ 2,220	\$ -	\$ 156	\$ 156	\$ 2,376
Total		28	12	96	3	2	115	20	23	299	\$ 51,355	\$ -	\$ 3,887	\$ 3,887	\$ 55,242



City Council Agenda Bill

Meeting Date: January 10, 2022 **Agenda Item:** 6.d.

Agenda Item Title: Interlocal Agreement: Housing Action Plan Implementation Funding Grant #22-033-PLN-001

Staff Contact(s): DON MEASAMER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award

Item Summary: City staff seeks City Council consent to enter into an interlocal agreement with Washington State Department of Commerce to receive \$75,000.00 through the Housing Action Plan Implementation Funding Grant.

Background: The City Council established the Housing Affordability & Community Services Committee to tackle homelessness, the lack of affordable housing and services, and create a more equitable and healthy community. This interlocal will further the work the Committee began in 2016 and provide funding to help the City develop strategies to address disparities in housing within the community. The strategies will encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes. The City will be working with a consultant to prepare and complete the Action Plan.

Budget Impact:
Receipt of \$75,000.00 of grant funding.

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 22-033-PLN-001 between the City of Anacortes and Washington State Department of Commerce.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 22-033-PLN-001



Interagency Agreement with

City of Anacortes

through

Growth Management Services

For

Housing Action Plan Implementation (HAPI) Grant
to Adopt a Housing Action Plan

Start date:

Date of Execution

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 22-63314-104

Washington State Department of Commerce
Local Government Division
Growth Management Services
Housing Action Plan Implementation (HAPI) Grant

1. Contractor City of Anacortes 904 6th St PO Box 547 Anacortes, WA 98221-0547		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Don Measamer Director, Planning, Community and Economic Development don@cityofanacortes.org 360.299.1942		4. COMMERCE Representative Valerie Smith Interim Deputy Managing Director 360.259.0487 valerie.smith@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525	
5. Contract Amount \$75,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date Date of Execution	8. End Date June 30, 2023
9. Federal Funds (as applicable) NA		Federal Agency: NA CFDA Number NA	
10. Tax ID # NA	11. SWV # 0000302-00	12. UBI # 291-000-003	13. DUNS # NA
14. Contract Purpose Implementation of RCW 36.70A.600 grant funding to address housing affordability through a housing action plan.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Matt Miller, Mayor City of Anacortes _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed seventy-five thousand dollars (\$75,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

4. BILLING PROCEDURES AND PAYMENT

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

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 22-63314-104.

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

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

The grantees must invoice for all expenses by June 17, 2023.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2021, the start date of the 2021-2023 biennium. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

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

Disallowed Costs

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

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
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STATE FUNDS**

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

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

**GENERAL TERMS AND CONDITIONS
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STATE FUNDS**

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

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

21. WAIVER

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

Scope of Work

Housing Action Plan
RCW 36.70A.600(2)

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:

- (a) Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;*
- (b) Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;*
- (c) Analyze population and employment trends, with documentation of projections;*
- (d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment;*
- (e) Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;*
- (f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and*
- (g) Include a schedule of programs and actions to implement the recommendations of the housing action plan.*

Commerce will be monitoring the contracts biannually to review progress in meeting milestones, deliverables and invoicing.

Grant Objective: Develop a housing action plan to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes.

Steps/ Deliverables	Description	Start Date	End Date
Action 1	Existing conditions review	Jan 2022	June 2022
Step 1.1	Analyze population and employment trends, with documentation of projections.	Jan 2022	May 2022
Step 1.2	Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households. Update analyses and findings from the draft Affordable Housing Strategic Plan with 2020 Census data.	Jan 2022	May 2022
Step 1.3	Collect data on type, size, cost, and age of housing in the city. Collect data on rental properties (e.g., type, size, cost, and age) and percentage of housing stock. This will include inventory of the Anacortes Housing Authority, Anacortes Family Center, and any Section 8 sites.	Jan 2022	May 2022
Step 1.4	Review and evaluate the current housing element and other policies regarding housing, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions	Jan 2022	May 2022
Step 1.5	Review the effectiveness of current programs, development regulations and permitting processes related to housing development. Review quantity of new units built, and associated pricing data as available, from housing built since the 2019 unified development code update.	Jan 2022	May 2022
Step 1.6	Review land capacity analysis and review ability of existing zoning to provide for housing needs and all income brackets	Jan 2022	June 2022
Step 1.7	Identify areas that may be at higher risk of displacement from market forces	Jan 2022	June 2022

Deliverable 1	Existing Conditions and Housing Needs Analysis Report		June 30, 2022
Action 2	Public Engagement	Jan 2022	April 2022
Step 2.1	Identify groups that should be included in outreach. Develop stakeholder groups to gather input from housing advocates, housing providers and social service organizations. Stakeholders may include residents, developers, neighborhood associations, tenants, and religious organizations.	Jan 2022	April 2022
Step 2.2	Conduct public outreach to develop goals and objectives	Jan 2022	April 2023
Step 2.3	Conduct community survey to identify demand for housing types among current population, with a focus on special needs housing, supportive housing, and the needs of cost-burdened residents	Jan 2022	April 2022
Step 2.4	Hold stakeholder interviews to gather input from housing advocates, housing providers and social service organizations, residents, developers, neighborhood associations, tenants, and religious organizations.	Jan 2022	April 2022
Step 2.5	Host a “developer forum” that includes a panel of local/regional developers and other stakeholders who can speak to challenges and opportunities around building market rate and affordable housing, regulations, partnerships, displacement, and other housing issues. Recruit developers with a demonstrated track record in smaller communities similar to Anacortes.	Jan 2022	April 2022
Step 2.6	Check-in meeting with Planning Commission and City Council to present the Existing Conditions and Housing Needs Analysis Report (deliverable 1), discuss next steps, and shared updated engagement schedule.	Jan 2022	April 2022
Deliverable 2a	Public Engagement Plan		May 15, 2022
Deliverable 2b	Summary of Public Engagement Results		June 15, 2022

Action 3	Evaluation and Development of Policies and Tools for Increasing Housing Diversity	Feb 2022	Dec 2022
Step 3.1	Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified above. Investigate the specific strategies identified in the Housing Element and the draft Affordable Housing Strategic Plan including inclusionary zoning and fee-in-lieu strategy, inventory of surplus public land, fee waivers/reductions, and review of permitted housing types and zoning standards in residential zones. Also identify potential funding sources such as document recording fee revenue.	Feb 2022	Oct 2022
Step 3.2	Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from redevelopment	Feb 2022	Oct 2022
Step 3.3	Review strategies for adequate provisions for existing and projected needs of all economic segments of the community, including documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations	Feb 2022	Oct 2022
Step 3.4	Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing and identify policies and regulations to address and begin to undo these impacts	Feb 2022	Oct 2022
Step 3.5	Develop a schedule of programs and actions to implement the recommendations of the housing action plan	Feb 2022	Dec 2022
Deliverable 3	Draft Housing Action Plan		Dec 15, 2022
Action 4	Project Adoption	Jan 2023	June 2023
Step 4.1	Present draft HAP and public hearing before the Planning Commission, make changes as needed	Jan 2023	June 2023
Step 4.2	Present draft HAP and public hearing before the City Council, make changes as needed	March 2023	June 2023

Step 4.3	Prepare ordinance and/or resolution for Council adoption	May 2023	June 2023
Deliverable 4	Adopted Housing Action Plan		June 15, 2023

Budget

Grant Objective:	Commerce Funds
Deliverable 1. Existing Conditions and Housing Needs Analysis Report	\$10,175
Deliverable 2a. Public Engagement Plan	\$4,675
Deliverable 2b. Summary of Public Engagement Results	\$16,925
Deliverable 3. Draft Housing Action Plan	\$27,375
Deliverable 4. Adopted Housing Action Plan	\$15,850
Total:	\$75,000

NOTE: The final Deliverable(s) for this grant represents a minimum of twenty percent (20%) of the total grant award and payment is contingent upon submittal of a copy of the final deliverable(s).



City Council Agenda Bill

Meeting Date: January 10, 2022 **Agenda Item:** 6.e.

Agenda Item Title: Contract Award: Housing Action Plan #22-033-PLN-002

Staff Contact(s): DON MEASAMER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$75,000.00 to Makers Architecture & Urban Design to develop a housing action plan to encourage construction of additional affordable and market housing in a greater variety of housing types and at prices that are accessible to greater variety of incomes. The contract is funded by the Washington State Department of Commerce Housing Action Plan Implementation grant.

Background:

1. **History:** The City Council established the Housing Affordability & Community Services Committee to tackle homelessness, the lack of affordable housing and services to create a more equitable and healthy community. This Action Plan will further the work the Committee began in 2016. The Department of Commerce provided grant funding to cities to develop actions plans for affordable housing development. Makers worked with the Washington State Commerce Dept in developing the grant and has the expertise to gather the required information through community gatherings, surveys, knowledge of regulations and the City's own Comprehensive Plan to assist the City in creating an Affordable Housing Action Plan. This will help the City accomplish the goals that are most feasible and impactful.
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$75,000.00.
 - The period of performance under this Agreement is through June 30, 2023.
3. **Competitive Bidding:** This work is considered a Professional Service and not subject to formal bidding requirements. The Project Manager evaluated options and selected Markers Architecture & Urban Design to perform the work.

Budget Impact:

Consultant	Makers Architecture & Urban Design
Contract Amount	\$75,000.00
BARS #	001.240.334.04.20
Budget Amendment Required?	No – funded through grant
Start Date	Contract execution
End Date	6/30/23

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 22-033-PLN-002 with Makers Architecture & Urban Design in the amount of \$75,000.00 to develop the Affordable Housing Action Plan.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 22-033-PLN-002



AGREEMENT 22-033-PLN-002
Between
THE CITY OF ANACORTES
AND
MAKERS ARCHITECTURE & URBAN DESIGN

AFFORDABLE HOUSING ACTION PLAN

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Makers Architecture & Urban Design, hereinafter referred to as the "Consultant"; alleged

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall assist the City to address housing affordability through a housing action plan. Tasks are detailed in Exhibit A, which is attached hereto and incorporated by reference.

2. **State Funds.** The City of Anacortes has received funding from the Washington State Department of Commerce and the State of Washington for the performance of this Scope of Work. Therefore, the Consultant agrees to be bound to, and to follow, all applicable terms of Contract 22-033-PLN-001 between the City of Anacortes and the Washington State Department of Commerce, which is attached hereto as Exhibit C and incorporated by reference. The Washington State Department of Commerce and the State of Washington are not liable for claims or damages arising from the Consultant's performance of contract 22-033-PLN-002.

3. **COVID-19 Safety Requirements Compliance.** The Consultant, and its sub-Consultants of any tier, agree to comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State or the Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects.

Price and Payment Terms. The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Seventy-Five Thousand Dollars (\$75,000.00)** as set forth in the Budget, which is attached hereto as Exhibit B and incorporated by reference.

4. **Period of Performance.** The period of performance under this Agreement is from inception through June 30, 2023.

5. **Subcontracts.** The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed sub Consultant, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –

- (1) of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this Agreement,; or
- (3) To relieve the Consultant of any responsibility for performing this Agreement.

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

6. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Consultant's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

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

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

8. **Withholding Payment.** In the event the City determines that the Consultant has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Consultant the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Consultant to terminate or damages, provided that the City promptly gives notice in writing to the Consultant of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Consultant of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Consultant acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Consultant, (3) to set off any amount so paid or incurred from amounts due to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the City under this clause.

9. **Final Payment: Waiver of Claim** The Consultant's acceptance of final payment shall constitute a waiver of claims, except those previously and properly made and identified by the Consultant as unsettled at the time request for final payment is made.

10. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

11. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any material furnished or work or services performed hereunder, Consultant shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

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

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

13. General and Professional Liability Insurance.

A. Insurance Term: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

C. Minimum Scope of Insurance: Consultant shall obtain insurance of the types and coverages described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

G. Verification of Coverage: Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

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

14. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the applicable laws of the state for their profession. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

17. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

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

19. **Acceptance.** Consultant acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Consultant. These General Provisions supersede all conflicting or additional terms pre-printed on any purchase order, quote, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

20. **No Third Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

21. **Right to Terminate Agreement.**

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

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

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

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

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

25. **Covenant Against Contingent Fees**. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

26. **Disputes**

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

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

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

D. Dispute Resolution: In the event of a dispute between the City and the Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

27. **Force Majeure.** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City

28. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

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

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

31. **Survival of Agreement Termination.** The articles relating to Defense and Indemnity, Taxes, Ownership and Use of Documents, Assistance Regarding Patent and Copyright Infringement, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

32. **Notices.** Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221

CONSULTANT:

Makers Architecture & Urban Design
Bob Bengford
500 Union Street, Ste 700
Seattle, WA 98101

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

CITY OF ANACORTES

By _____
Matt Miller, Mayor

Date _____

MAKERS ARCHITECTURE & URBAN DESIGN

By _____

Title _____

Date _____

CONTRACT 22-033-PLN-002
EXHBIT A
Scope of Work

Housing Action Plan
RCW 36.70A.600(2)

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:

- (a) Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;*
- (b) Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;*
- (c) Analyze population and employment trends, with documentation of projections;*
- (d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment;*
- (e) Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;*
- (f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and*
- (g) Include a schedule of programs and actions to implement the recommendations of the housing action plan.*

Objective: Develop a housing action plan to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes.

Steps/ Deliverables	Description	Start Date	End Date
Action 1	Existing conditions review	Jan 2022	June 2022
Step 1.1	Analyze population and employment trends, with documentation of projections.	Jan 2022	May 2022
Step 1.2	Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households. Update analyses and findings from the draft Affordable Housing Strategic Plan with 2020 Census data.	Jan 2022	May 2022
Step 1.3	Collect data on type, size, cost, and age of housing in the city. Collect data on rental properties (e.g., type, size, cost, and age) and percentage of housing stock. This will include inventory of the Anacortes Housing Authority, Anacortes Family Center, and any Section 8 sites.	Jan 2022	May 2022
Step 1.4	Review and evaluate the current housing element and other policies regarding housing, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions	Jan 2022	May 2022
Step 1.5	Review the effectiveness of current programs, development regulations and permitting processes related to housing development. Review quantity of new units built, and associated pricing data as available, from housing built since the 2019 unified development code update.	Jan 2022	May 2022
Step 1.6	Review land capacity analysis and review ability of existing zoning to provide for housing needs and all income brackets	Jan 2022	June 2022
Step 1.7	Identify areas that may be at higher risk of displacement from market forces	Jan 2022	June 2022

Deliverable 1	Existing Conditions and Housing Needs Analysis Report		June 30, 2022
Action 2	Public Engagement	Jan 2022	April 2022
Step 2.1	Identify groups that should be included in outreach. Develop stakeholder groups to gather input from housing advocates, housing providers and social service organizations. Stakeholders may include residents, developers, neighborhood associations, tenants, and religious organizations.	Jan 2022	April 2022
Step 2.2	Conduct public outreach to develop goals and objectives	Jan 2022	April 2023
Step 2.3	Conduct community survey to identify demand for housing types among current population, with a focus on special needs housing, supportive housing, and the needs of cost-burdened residents	Jan 2022	April 2022
Step 2.4	Hold stakeholder interviews to gather input from housing advocates, housing providers and social service organizations, residents, developers, neighborhood associations, tenants, and religious organizations.	Jan 2022	April 2022
Step 2.5	Host a “developer forum” that includes a panel of local/regional developers and other stakeholders who can speak to challenges and opportunities around building market rate and affordable housing, regulations, partnerships, displacement, and other housing issues. Recruit developers with a demonstrated track record in smaller communities similar to Anacortes.	Jan 2022	April 2022
Step 2.6	Check-in meeting with Planning Commission and City Council to present the Existing Conditions and Housing Needs Analysis Report (deliverable 1), discuss next steps, and shared updated engagement schedule.	Jan 2022	April 2022
Deliverable 2a	Public Engagement Plan		May 15, 2022
Deliverable 2b	Summary of Public Engagement Results		June 15, 2022

Action 3	Evaluation and Development of Policies and Tools for Increasing Housing Diversity	Feb 2022	Dec 2022
Step 3.1	Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified above. Investigate the specific strategies identified in the Housing Element and the draft Affordable Housing Strategic Plan including inclusionary zoning and fee-in-lieu strategy, inventory of surplus public land, fee waivers/reductions, and review of permitted housing types and zoning standards in residential zones. Also identify potential funding sources such as document recording fee revenue.	Feb 2022	Oct 2022
Step 3.2	Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from redevelopment	Feb 2022	Oct 2022
Step 3.3	Review strategies for adequate provisions for existing and projected needs of all economic segments of the community, including documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations	Feb 2022	Oct 2022
Step 3.4	Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing and identify policies and regulations to address and begin to undo these impacts	Feb 2022	Oct 2022
Step 3.5	Develop a schedule of programs and actions to implement the recommendations of the housing action plan	Feb 2022	Dec 2022
Deliverable 3	Draft Housing Action Plan		Dec 15, 2022
Action 4	Project Adoption	Jan 2023	June 2023
Step 4.1	Present draft HAP and public hearing before the Planning Commission, make changes as needed	June 2023	June 2023
Step 4.2	Present draft HAP and public hearing before the City Council, make changes as needed	March 2023	June 2023

Step 4.3	Prepare ordinance and/or resolution for Council adoption	May 2023	June 2023
Deliverable 4	Adopted Housing Action Plan		June 15, 2023

CONTRACT 22-033-PLN-002
EXHIBIT B
Budget

Objective:		Estimated Budget
Deliverable 1. Existing Conditions and Housing Needs Analysis Report		\$10,175
Deliverable 2a. Public Engagement Plan		\$4,675
Deliverable 2b. Summary of Public Engagement Results		\$16,925
Deliverable 3. Draft Housing Action Plan		\$27,375
Deliverable 4. Adopted Housing Action Plan		\$15,850
Total:		\$75,000



Interagency Agreement with

City of Anacortes

through

Growth Management Services

For

Housing Action Plan Implementation (HAPI) Grant
to Adopt a Housing Action Plan

Start date:

Date of Execution

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 22-63314-104

Washington State Department of Commerce
Local Government Division
Growth Management Services
Housing Action Plan Implementation (HAPI) Grant

1. Contractor City of Anacortes 904 6th St PO Box 547 Anacortes, WA 98221-0547		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Don Measamer Director, Planning, Community and Economic Development don@cityofanacortes.org 360.299.1942		4. COMMERCE Representative Valerie Smith Interim Deputy Managing Director 360.259.0487 valerie.smith@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525	
5. Contract Amount \$75,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date Date of Execution	8. End Date June 30, 2023
9. Federal Funds (as applicable) NA		Federal Agency: NA	
		CFDA Number NA	
10. Tax ID # NA	11. SWV # 0000302-00	12. UBI # 291-000-003	13. DUNS # NA
14. Contract Purpose Implementation of RCW 36.70A.600 grant funding to address housing affordability through a housing action plan.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Matt Miller, Mayor City of Anacortes _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed seventy-five thousand dollars (\$75,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

4. BILLING PROCEDURES AND PAYMENT

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

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 22-63314-104.

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

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

The grantees must invoice for all expenses by June 17, 2023.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2021, the start date of the 2021-2023 biennium. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

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

Disallowed Costs

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

**SPECIAL TERMS AND CONDITIONS
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5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

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

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
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Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

**GENERAL TERMS AND CONDITIONS
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After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

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

21. WAIVER

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

Scope of Work

Housing Action Plan
RCW 36.70A.600(2)

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:

- (a) Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;*
- (b) Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;*
- (c) Analyze population and employment trends, with documentation of projections;*
- (d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment;*
- (e) Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;*
- (f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and*
- (g) Include a schedule of programs and actions to implement the recommendations of the housing action plan.*

Commerce will be monitoring the contracts biannually to review progress in meeting milestones, deliverables and invoicing.

Grant Objective: Develop a housing action plan to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes.

Steps/ Deliverables	Description	Start Date	End Date
Action 1	Existing conditions review	Jan 2022	June 2022
Step 1.1	Analyze population and employment trends, with documentation of projections.	Jan 2022	May 2022
Step 1.2	Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households. Update analyses and findings from the draft Affordable Housing Strategic Plan with 2020 Census data.	Jan 2022	May 2022
Step 1.3	Collect data on type, size, cost, and age of housing in the city. Collect data on rental properties (e.g., type, size, cost, and age) and percentage of housing stock. This will include inventory of the Anacortes Housing Authority, Anacortes Family Center, and any Section 8 sites.	Jan 2022	May 2022
Step 1.4	Review and evaluate the current housing element and other policies regarding housing, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions	Jan 2022	May 2022
Step 1.5	Review the effectiveness of current programs, development regulations and permitting processes related to housing development. Review quantity of new units built, and associated pricing data as available, from housing built since the 2019 unified development code update.	Jan 2022	May 2022
Step 1.6	Review land capacity analysis and review ability of existing zoning to provide for housing needs and all income brackets	Jan 2022	June 2022
Step 1.7	Identify areas that may be at higher risk of displacement from market forces	Jan 2022	June 2022

Deliverable 1	Existing Conditions and Housing Needs Analysis Report		June 30, 2022
Action 2	Public Engagement	Jan 2022	April 2022
Step 2.1	Identify groups that should be included in outreach. Develop stakeholder groups to gather input from housing advocates, housing providers and social service organizations. Stakeholders may include residents, developers, neighborhood associations, tenants, and religious organizations.	Jan 2022	April 2022
Step 2.2	Conduct public outreach to develop goals and objectives	Jan 2022	April 2023
Step 2.3	Conduct community survey to identify demand for housing types among current population, with a focus on special needs housing, supportive housing, and the needs of cost-burdened residents	Jan 2022	April 2022
Step 2.4	Hold stakeholder interviews to gather input from housing advocates, housing providers and social service organizations, residents, developers, neighborhood associations, tenants, and religious organizations.	Jan 2022	April 2022
Step 2.5	Host a “developer forum” that includes a panel of local/regional developers and other stakeholders who can speak to challenges and opportunities around building market rate and affordable housing, regulations, partnerships, displacement, and other housing issues. Recruit developers with a demonstrated track record in smaller communities similar to Anacortes.	Jan 2022	April 2022
Step 2.6	Check-in meeting with Planning Commission and City Council to present the Existing Conditions and Housing Needs Analysis Report (deliverable 1), discuss next steps, and shared updated engagement schedule.	Jan 2022	April 2022
Deliverable 2a	Public Engagement Plan		May 15, 2022
Deliverable 2b	Summary of Public Engagement Results		June 15, 2022

Action 3	Evaluation and Development of Policies and Tools for Increasing Housing Diversity	Feb 2022	Dec 2022
Step 3.1	Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified above. Investigate the specific strategies identified in the Housing Element and the draft Affordable Housing Strategic Plan including inclusionary zoning and fee-in-lieu strategy, inventory of surplus public land, fee waivers/reductions, and review of permitted housing types and zoning standards in residential zones. Also identify potential funding sources such as document recording fee revenue.	Feb 2022	Oct 2022
Step 3.2	Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from redevelopment	Feb 2022	Oct 2022
Step 3.3	Review strategies for adequate provisions for existing and projected needs of all economic segments of the community, including documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations	Feb 2022	Oct 2022
Step 3.4	Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing and identify policies and regulations to address and begin to undo these impacts	Feb 2022	Oct 2022
Step 3.5	Develop a schedule of programs and actions to implement the recommendations of the housing action plan	Feb 2022	Dec 2022
Deliverable 3	Draft Housing Action Plan		Dec 15, 2022
Action 4	Project Adoption	Jan 2023	June 2023
Step 4.1	Present draft HAP and public hearing before the Planning Commission, make changes as needed	June 2023	June 2023
Step 4.2	Present draft HAP and public hearing before the City Council, make changes as needed	March 2023	June 2023

Step 4.3	Prepare ordinance and/or resolution for Council adoption	May 2023	June 2023
Deliverable 4	Adopted Housing Action Plan		June 15, 2023

Budget

Grant Objective:	Commerce Funds
Deliverable 1. Existing Conditions and Housing Needs Analysis Report	\$10,175
Deliverable 2a. Public Engagement Plan	\$4,675
Deliverable 2b. Summary of Public Engagement Results	\$16,925
Deliverable 3. Draft Housing Action Plan	\$27,375
Deliverable 4. Adopted Housing Action Plan	\$15,850
Total:	\$75,000

NOTE: The final Deliverable(s) for this grant represents a minimum of twenty percent (20%) of the total grant award and payment is contingent upon submittal of a copy of the final deliverable(s).

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



City Council Agenda Bill

Meeting Date: January 10, 2022 **Agenda Item:** 7.a.

Agenda Item Title: Ordinance 4004: An Ordinance Amending AMC Ch. 3.93 Impact Fees to Specify Fee Assessment Limitations and Add Fee Exemptions for Early Learning Facilities

Staff Contact(s): LIBBY GRAGE

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
LIBBY GRAGE	Public Hearing
DON MEASAMER	

Item Summary: [Substitute House Bill 1331](#), passed during the 2021 legislative session, amended [RCW 82.02.060](#). The Bill limits impact fees assessed for early learning facilities to no more than that imposed on commercial retail or commercial office development activities with a similar number, volume, type and duration of vehicle trips. It also authorizes local governments to provide impact fee exemptions for early learning facilities, if desired.

"Early learning facility" means a facility providing regularly scheduled care for a group of children one month of age through twelve years of age for periods of less than twenty-four hours.

Attached Ord. 4004 would amend AMC 3.93 Impact fees to address SHB 1331, including adding a new impact fee exemption for early learning facilities meeting certain criteria.

Budget Impact:

If adopted, use of the exemption by early learning facilities would result in collection of fewer impact fees by the city.

Previous Action: None

Recommended Motion: N/A

Alternative Actions:

Attachments (listed in order presented):

1. Ordinance 4004
2. Public Hearing Notice
3. Staff Slide Presentation

Ordinance No. 4004

An Ordinance Amending Chapters 3.93 Impact Fees to Specify Fee Assessment Limitations and Add Fee Exemptions for Early Learning Facilities

Whereas the Anacortes Municipal Code in Chapter 3.93 provides for the imposition of impact fees on new development that creates additional demand and need for public facilities and infrastructure; and

Whereas RCW 82.02.060(3) prohibits a local government from imposing an impact fee on development activities of an early learning facility greater than those imposed on commercial retail or commercial office development activities that generate a similar number, volume, type, and duration of vehicle trips; and

Whereas RCW 82.02.060(2) and (4) authorize local governments to exempt from impact fees development activities with a broad public purpose, including development of early learning facilities; and

Whereas the City has long recognized a severe need for additional childcare and early learning capacity in Anacortes; and

Whereas the City Council desires to update the Anacortes Municipal Code to provide an impact fee exemption to facilitate development of early learning facilities in Anacortes; and

Whereas, the City Council authorized collection of Park impact fees for building permits for nonresidential construction activities in Ordinance 3085, therefore, the exemption in 3.93.030(D) should be removed; and

Whereas, on _____, the City Council deliberated on the proposal;

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. AMC Chapter 3.93, as shown in Attachment A, is hereby amended.

Section 2. This ordinance takes effect five days after publication.

PASSED and APPROVED this ____ day of _____, 2022.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Chapter 3.93
IMPACT FEES

Sections:

- 3.93.010 Purpose.
- 3.93.020 Definitions.
- 3.93.030 Applicability.
- 3.93.040 Assessment, payment, and deferral.
- 3.93.050 Use of impact fees.
- 3.93.060 Partial exemption for low-income housing.
- 3.93.065 Assessment of Fees and Exemptions for Early Learning Facilities
- 3.93.070 Alternative and independent fee calculations.
- 3.93.080 Credits.
- 3.93.090 Refunds.
- 3.93.100 Appeals.
- 3.93.110 Adoption of school district impact fees.

3.93.010 Purpose.

- A. New development in the City of Anacortes creates additional demand and need for public facilities and infrastructure.
- B. New development should pay for its proportionate share of new public facilities and infrastructure needed to serve the new development.
- C. Impact fees are an efficient and predictable method of collecting such funding.
- D. The purpose of this chapter is to provide a system for assessment, collection, and administration of impact fees consistent with the authority and requirements of Chapter [82.02](#) RCW.
- E. *Existing Authority Unimpaired.* Nothing in this chapter precludes the city from requiring the feepayer or the proponent of a development activity to mitigate adverse environmental impacts of a specific development pursuant to the State Environmental Policy Act, Chapter [43.21C](#) RCW, or Chapter [58.17](#) RCW, governing land divisions and subdivisions; provided, that the exercise of this authority must be consistent with RCW [43.21C.065](#) and [82.02.100](#). (Ord. 3022 § 4 (Att. A), 2018)

3.93.020 Definitions.

“Feepayer” means a person, corporation, partnership, and incorporated association, or any similar entity, or department or bureau of any governmental entity or municipal corporation commencing a land development activity which creates the demand for additional capital facilities, and which requires the issuance of a building permit. “Feepayer” includes an applicant for an impact fee credit.

“Impact fee” has the same meaning as in RCW [82.02.090](#), i.e., a payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development. “Impact fee” does not include a reasonable permit or application fee.

For this chapter, “public facility” is defined by RCW [82.02.090\(7\)](#). (Ord. 3022 § 4 (Att. A), 2018)

3.93.030 Applicability.

A. Per RCW [82.02.060](#), the city’s impact fee schedule must be adopted by ordinance and must specify the service area for each category of development. Per RCW [82.02.090](#), the city may adopt impact fees for public facilities, which include:

1. Public streets and roads;
2. Publicly owned parks, open space, and recreation facilities;
3. School facilities; and
4. Fire protection facilities.

B. The city hereby authorizes the assessment and collection of impact fees on development activity within the City of Anacortes.

C. The requirements of this chapter apply to any building permit for the construction, establishment, or expansion of a building, structure, or use that creates additional demand and need for public facilities.

D. *Exemptions.* The Director is authorized to determine whether a particular development activity falls within an exemption identified in this chapter or any other applicable law. Determinations of the Director must be in writing.

1. *Exemption from All Impact Fees.* Building permits for the following activities are exempt from the payment of all impact fees:

- a. The alteration, reconstruction, remodeling, or replacement of existing buildings or structures, including mobile homes or manufactured homes, when all of the following conditions are met:
 - i. For nonresidential structures or the nonresidential portion of mixed-use structures, no additional gross floor area is added;
 - ii. For residential structures or the residential portion of mixed-use structures, no additional dwelling unit is added;
 - iii. For all structures, the alteration, reconstruction, remodeling, or replacement creates no additional demand on fire, park, school, or transportation systems;
 - iv. For all structures, no change in use is proposed, or a use is changed to a similar use which has the same, or lower, demand on fire, park, school, or transportation systems; and
 - v. For replacement structures, the replacement structure occurs at the same site or lot within 48 months of the demolition or destruction of the prior structure, and the structure being replaced is demolished or moved outside the boundaries of the city;
- b. Accessory dwelling units;
- c. Residential accessory structures;
- d. Nonresidential accessory structures or uses where no additional fire, park, school or transportation demand will occur over and above that produced by the principal building or use of the land;
- e. Parking garages and building spaces that are constructed solely to park motor vehicles that are not for sale, lease or rent, or part of a stock in trade;
- f. Temporary uses and structures.

~~2. *Exemption from Park Impact Fees Only.* Building permits for nonresidential construction are exempt from the payment of park impact fees.~~

23. Exemption from Fire Impact Fees Only. Building permits for single-family homes in which a residential fire sprinkler system is installed (per RCW [82.02.100](#)) are exempt from the payment of fire impact fees, not including any proportionate share related to the delivery of emergency medical services.

34. Exemption from Certain Impact Fees Based on Alternative Mitigation. A building permit is exempt from the requirement to pay impact fees if any of the following mitigation has been provided, in lieu of impact fee prior to the date of adoption of this chapter:

- a. A developer and the city have entered into a voluntary agreement for the payment of fees, dedication of land, or the construction of a public facility segment by the developer; or
- b. A SEPA mitigation condition exists imposing the obligation of the payment of fees, dedication of land, or the construction of a public facility segment upon the developer; or
- c. A land division condition exists imposing the obligation of the payment of fees, dedication of land, or the construction of a public facility segment upon the developer. (Ord. 3022 § 4 (Att. A), 2018)

3.93.040 Assessment, payment, and deferral.

A. *Assessment and Payment.*

1. Impact fees are assessed at the time a complete building permit application is submitted using the adopted unified fee schedule in effect at that time.
2. Impact fees are due at the time the building permit is issued.
3. Failure to pay the impact fees for all permits applied for as required in this chapter will result in the denial of the requested permits.

B. *Deferral.* An applicant for a building permit for a single-family residence may defer payment pursuant to this subsection.

1. Deferrals are limited to 20 building permits per applicant, as defined in RCW [82.02.050\(3\)\(g\)\(i\)](#), per calendar year.
2. The applicant must grant and record a deferred impact fee lien in favor of the city, on forms provided by the Department, concurrent with the Department's issuance of the building permit.

3. The deferral lasts 18 months or until final inspection, whichever is earlier.

4. The Department must withhold certification of final inspection until the applicant pays the impact fees in full.

C. When an impact fee is required, the city may also collect an administration fee, per the adopted fee schedule, to cover the cost of administration. (Ord. 3022 § 4 (Att. A), 2018)

3.93.050 Use of impact fees.

A. Impact fees:

1. Must be used for public facility improvements that will reasonably benefit the new development.
2. May not be imposed to make up for deficiencies in public facilities serving existing developments.
3. Must not be used for maintenance or operation of existing public facilities.
4. May be spent for improvements, including, but not limited to, facility planning, land acquisition, site improvements, necessary off-site improvements, construction, engineering, architectural, permitting, financing, and administrative expenses, applicable impact fees or mitigation costs, capital equipment pertaining to public facilities, and any other expenses which can be capitalized.
5. May also be used to recoup public facility improvement costs previously incurred to the extent that new growth and development will be served by the previously constructed improvements or incurred costs and provided the proposed impact fee otherwise meets the requirements of RCW [82.02.050](#) through [82.02.100](#).

B. In the event that bonds or similar debt instruments are or have been issued for the construction of public facility or system improvements for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities or improvements provided are consistent with the requirements of this section and are used to serve the new development. Capital facilities plans using impact fees for the purpose of assisting in the provision of capital facilities of facility systems must clearly differentiate between funds used for new improvement and those funds used to correct existing deficiencies.

C. Impact fees must be expended or encumbered within the period identified in RCW [82.02.070](#), unless the City Council identifies in written findings extraordinary and compelling reason or reasons for holding the fees beyond the statutory period, after consultation with any affected district. (Ord. 3022 § 4 (Att. A), 2018)

3.93.060 Partial exemption for low-income housing.

A. Impact fees for building permits for low-income housing may receive a discount of 80 percent per RCW [82.02.060](#).

B. "Low-income housing" means housing with a monthly housing expense that is no greater than 30 percent of 80 percent of the median family income (defined by HUD) adjusted for family size, for Skagit County, as reported by the United States Department of Housing and Urban Development.

C. The discount must be conditioned on requiring the property owner to record an affordable housing covenant in a form approved by the city with the Skagit County Auditor. The covenant must run with the land and be binding on the owner, assigns, heirs and successors and must:

1. Prohibit use of the property or units for any purpose other than for low-income housing, as defined in this section;
2. Address price restrictions and household income limits for the low-income housing;
3. Provide that if the property or units are converted to a use other than for low-income housing, the property owner must pay the applicable impact fees in effect at the time of conversion;
4. Address reporting and monitoring requirements and any other topics related to the provision of low-income housing units deemed necessary by the city.

D. If the city collects impact fees on behalf of a school district, the school district must approve the discount.

E. The city may, at its sole discretion, establish a monitoring fee for the affordable units to cover the costs to the city to review and process documents to maintain compliance with income and affordable restrictions of the covenant. (Ord. 3022 § 4 (Att. A), 2018)

3.93.065 Assessment of Fees and Exemptions for Early Learning Facilities

A. The purpose of this section is to facilitate the development of early learning facilities by establishing limitations on impact fee assessments and providing for exemptions consistent with RCW 82.02.060.

B. "Early learning facility" means a facility providing regularly scheduled care for a group of children one month of age through twelve years of age for periods of less than twenty-four hours.

C. Fee assessment limitation. Impact fees imposed on development activities of an early learning facility may not be greater than that imposed on commercial retail or commercial office development activities that generate a similar number, volume, type, and duration of vehicle trips.

D. Fee assessment & exemptions for multi-use developments. When a facility or development has more than one use, the limitations of subsection (C) or the exemption applicable to an early learning facility in subsection (E) of this section only apply to that portion that is developed as an early learning facility. The impact fee assessed on an early learning facility in such a development or facility may not exceed the least of the impact fees assessed on comparable businesses in the facility or development.

E Exemptions. Building permits for early learning facilities are exempt from the requirement to pay impact fees when the following conditions are met:

1. The exemption must be conditioned on requiring the property owner to record covenant in a form approved by the city with the Skagit County Auditor. The covenant must run with the land and be binding on the owner, assigns, heirs and successors and must:

a. Require that at least 25 percent of the children and families using the early learning facility qualify for state subsidized childcare, including early childhood education and assistance under chapter 43.216 RCW.

b. Provide that if at any point during a calendar year does the early learning facility not achieve the required percentage of children and families qualified for state subsidized child care using the early learning facility, the property owner must pay 20 percent of the impact fee that would have been imposed on the development had there not been an exemption within 90 days of the City notifying the owner of the breach, and any balance remaining thereafter must be a lien on the property.

c. Provide that if the property is converted to another use other than for an early learning facility, the property owner must pay the applicable impact fees in effect at the time of conversion.

2. If the city collects impact fees on behalf of a school district, the school district must approve the exemption.

3.93.070 Alternative and independent fee calculations.

A. If, in the judgment of the Director, the fee categories or fee amounts set forth in this chapter or the adopted impact fee schedule do not accurately describe or capture the impacts of a new development on public facilities, the Department may prepare alternative fee calculations and the Director may impose alternative fees on a specific development based on those calculations. The alternative fees and the calculations must be set forth in writing and provided to the feepayer.

B. A feepayer may request to have the impact fees determined according to an independent fee calculation for the development activity for which a building permit is sought. The documentation submitted must show the basis upon which the independent fee calculation was made. The City Engineer and any affected district will review the independent fee calculation and provide an analysis to the Director concerning whether the independent fee calculation should be accepted, rejected, or accepted in part. The Director, as part of a project permit review, may adopt, reject, or adopt in part the independent fee calculation based on the analysis prepared by the district, or may impose alternative fees based on the calculations of the Department, the feepayer's independent fee calculation, the specific characteristics of the development, and/or principles of fairness. The fees or alternative fees and the calculations must be set forth in writing and will be provided to the feepayer and to the district.

C. Any feepayer submitting an independent fee calculation must pay the city a fee to cover the cost of reviewing the independent fee calculation, as identified in the adopted unified fee schedule.

D. While there is a presumption that the calculations set forth in fee rate studies developed by the city are valid, the Director will consider the documentation submitted by a feepayer and the analysis prepared by a district, but is not required to accept such documentation or analysis which the Director reasonably deems to be inaccurate or not reliable, and may, in the alternative, require the feepayer or the district to submit additional or different documentation for consideration. The Director is authorized to adjust the impact fees on a case-by-case basis based on the independent fee calculation, the specific characteristics of the development, and/or principles of fairness. The fees or alternative fees and the calculations must be set forth in writing and will be mailed to the feepayer and to the affected district. (Ord. 3022 § 4 (Att. A), 2018)

3.93.080 Credits.

A. *Credit for Existing Development.* Whenever the alteration, reconstruction, remodeling, or replacement of existing buildings or structures results in additional gross floor area or additional dwelling units, the applicant may receive credit for the existing buildings or structures and an impact fee may be required only for the additional gross floor area or additional dwelling units.

B. *Credit for Construction of Public Facilities.*

1. If a development subject to an impact fee is approved subject to a condition that the applicant construct a public facility that is identified in the city's or affected district's capital facilities plan and is acceptable to the city and any affected district, the development applicant is entitled to a credit for the actual cost of providing the facility against the impact fee for that type of public facility.
2. For each request for a credit or credits, once the city has determined that the dedication improvements and/or construction would be suitable for district purposes, the city must select an appraiser. The appraiser will be directed to determine the value of the dedication, improvements, or construction provided by the feepayer on a case-by-case basis.
3. The feepayer will pay for the cost of the appraisal or request that the cost of the appraisal be deducted from the credit which the Director may be providing to the feepayer, in the event that a credit is awarded.
4. After receiving the appraisal and after consultation with any affected district, the Director will provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, where applicable, the legal description of the donation, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate, and return such signed document to the Director before the impact fee credit will be awarded. The failure of the applicant to sign, date, and return such document within 60 calendar days will nullify the credit.
5. Any claim for credit must be made no later than 20 calendar days after the submission of an application for a building permit.
6. In no event may the credit exceed the amount of the impact fees that would have been due for the proposed development activity.
7. No credit may be given for improvements that are not system improvements.

8. For each request for a credit for significant past tax payments made for particular public facility system improvements, the feepayer must submit receipts and a calculation of past tax payments earmarked for or proratable to the particular system improvements. (Ord. 3022 § 4 (Att. A), 2018)

3.93.090 Refunds.

A. If the city or a district fails to expend or encumber the impact fees within the period established by Chapter [82.02](#) RCW, or where extraordinary or compelling reasons exist and have been identified in written findings by the City Council, the current owner of the property on which impact fees have been paid may receive a refund of such fees. In determining whether impact fees have been expended or encumbered, impact fees will be considered expended or encumbered on a first-in, first-out basis.

B. The city will notify potential claimants by first-class U.S. mail to the last known address of such claimants. Fees are identified with land parcels; therefore, a potential claimant or claimant must be the owner of the property at the time refunds are initiated.

C. Current owners seeking a refund of impact fees must submit a written request for a refund of the fees to the Director within one year of the date the right to claim the refund arises or the date that notice is given, whichever is later.

D. Any impact fees for which no application for a refund has been made within this one-year period will be retained and expended on a related type of public facility for which the fees were originally collected.

E. Refunds of impact fees under this section will include any interest earned on the impact fees.

F. Per RCW [82.02.080\(2\)](#), when the city seeks to terminate any or all components of the impact fee program, all unexpended or unencumbered funds from any terminated component or components, including interest earned, will be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the city will place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and will notify all potential claimants by first-class mail at the last known address of the claimants. All funds available for refund will be retained for a period of one year. At the end of one year, any remaining funds will be retained by a district, but must be expended for the appropriate facilities. This notice requirement will not apply if there are no unexpended or unencumbered balances within the account or accounts being terminated.

G. The city will also refund to the current owner of property for which impact fees have been paid all impact fees paid, including interest earned on the impact fees, when the developer does not proceed

with the development activity and no impact has resulted; except that, if a district has expended or encumbered the impact fees in good faith prior to the application for a refund, the district can decline to provide the refund. (Ord. 3022 § 4 (Att. A), 2018)

3.93.100 Appeals.

- A. A feepayer may appeal the Director's decisions with respect to any of the following:
 - 1. The amount or applicability of impact fees to a building permit;
 - 2. The amount or availability of an exemption or a credit;
 - 3. An independent fee calculation.
- B. An appeal is ripe and may be filed only after calculation and assessment of the impact fees.
- C. A feepayer may pay the impact fees assessed per this chapter under protest to obtain a building permit or occupancy permit.
- D. Appeals under this chapter may be made subject to the procedures set forth in AMC Chapter [19.20](#). (Ord. 3022 § 4 (Att. A), 2018)

3.93.110 Adoption of school district impact fees.

- A. The city may collect impact fees on behalf of a school district that has complied with the provisions of this subsection. Before the city may collect impact fees on behalf of a district:
 - 1. The district must submit its capital facilities plan, impact fee schedule, and impact fee calculations;
 - 2. The city must incorporate the district's capital facilities plan into the city's comprehensive plan;
 - 3. The city must adopt the district's impact fee schedule by ordinance; and
 - 4. The city and the district must enter into an interlocal agreement with the district consistent with this section.
- B. The interlocal agreement between the city and the district must include the following:

1. Procedures for the collection, accounting, and refunds of impact fees consistent with this chapter;
2. A requirement for the district to use the impact fees and any interest earned in accordance with state law governing impact fees;
3. A requirement to provide an annual report to the city consistent with RCW [82.02.070](#);
4. A requirement for the district to indemnify the city against any claim for refunds or challenges to payment of the impact fees for that district. (Ord. 3022 § 4 (Att. A), 2018)



Notice of Public Hearing

Public Hearing Body:	Anacortes City Council
Public Hearing Date:	Monday, January 10, 2021, at 6:00 PM
Proposal Name:	Amendments to AMC Ch. 3.93 Impact Fees to address impact fees for Early Learning Facilities
Documents Available at:	https://www.anacorteswa.gov/198/Anacortes-Municipal-Code-Updates
Contact Person	Libby Grage, Planning Manager Planning, Community & Economic Development Department
Publish Date:	December 29, 0021

Proposal Description

The proposal is to amend Anacortes Municipal Code Chapter 3.93 Impact Fees in accordance with SHB 1331 and RCW 82.02.060. The proposed amendments would:

- Limit impact fees imposed on the development of early learning facilities (as defined in RCW 43.31.565) to no greater than those imposed on commercial retail or commercial office development activities that have similar vehicle trip characteristics
- Exempt early learning facilities that meet certain requirements from payment of impact fees

Comments

Comments may be made at the public hearing or may be sent in advance of the meeting to Libby Grage, Planning Manager, at libbyb@cityofanacortes.org.

Meeting Location

Meeting attendance options will be posted on the applicable agenda published the week before the meeting. Agendas and virtual meeting participation instructions and connection information can be viewed here: <https://www.anacorteswa.gov/700/Meeting-Documents-and-Video>. Hearings will be conducted in accordance with the rules of procedure adopted by the hearing body.

Members of the public who require special assistance to participate in or access the public hearing may contact the [City Clerk](#) 24 hours before the meeting to make special arrangements. Dial 360-299-1960.



ORD. 4004 EARLY LEARNING FACILITY IMPACT FEES

January 10, 2022

City Council Meeting

Public Hearing

Agenda Item #7a

OVERVIEW

2021 - WA State Legislature passed SHB 1331 concerning Early Learning Facilities Impact Fees

Amends RCW 82.02.060 Impact Fees
(which authorizes local governments to adopt impact fees)

Staff propose amendments to the City's regulations regarding impact fees for consistency

CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 1331

67th Legislature
2021 Regular Session

Passed by the House February 24, 2021
Yeas 73 Nays 25

Speaker of the House of Representatives

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 1331** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Passed by the Senate April 5, 2021
Yeas 35 Nays 13

WASHINGTON STATE LEGISLATURE

RCWs > Title 82 > Chapter 82.02 > Section 82.02.060

82.02.050 << 82.02.060 >> 82.02.070

RCW 82.02.060

Impact fees—Local ordinances—Required provisions—Exemptions.

The local ordinance by which impact fees are imposed:

(1) Shall include a schedule of impact fees which shall be adopted for each type of development activity that is subject to impact fees, specifying the amount of the impact fee to be imposed for each type of system improvement. The schedule shall be based upon a formula or other method of calculating such impact fees. In determining proportionate share, the formula or other method of calculating impact fees shall incorporate, among other things, the following:

(a) The cost of public facilities necessitated by new development;

(b) An adjustment to the cost of the public facilities for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or proratable to the particular system improvement;

(c) The availability of other means of funding public facility improvements;

(d) The cost of existing public facilities improvements; and

(e) The methods by which public facilities improvements were financed;

(2) May provide an exemption for low-income housing, and other development activities with broad public purposes, including development of an early learning facility, from these impact fees, provided that the impact fees for such development activity shall be paid from public funds other than impact fee accounts;

(3)(a) May not impose an impact fee on development activities of an early learning facility greater than that imposed on commercial retail or commercial office development activities that generate a similar number, volume, type, and duration of vehicle trips;

(b) When a facility or development has more than one use, the limitations in this subsection (3) or the exemption

OVERVIEW

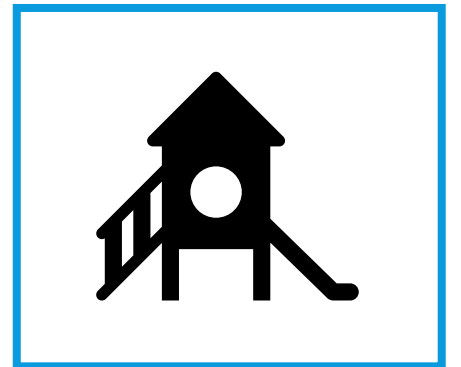
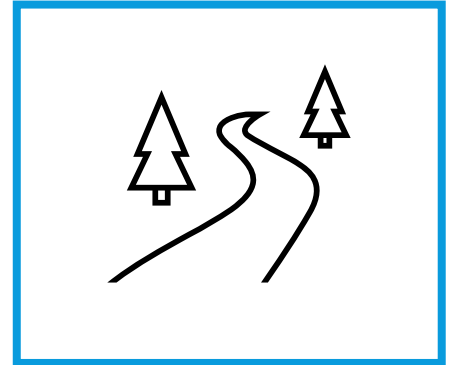
What are Impact Fees?

Impact fees are one-time charges assessed by a local government against new development projects to help pay for new or expanded public facilities that will directly address the increased demand for services created by that development. *(from MRSC.org)*

Collected fees can be used for projects identified in the CFP

Impact Fees adopted by City of Anacortes (AMC 3.93):

- *Transportation*
- *Parks*
- *Fire*



OVERVIEW



SHB 1331:

- Defines "Early learning facility" (ELF) as **a facility providing regularly scheduled care for a group of children one month of age through twelve years of age for periods of less than twenty-four hours**
- **Prohibits** the City from imposing impact fees on an ELF greater than that imposed on a commercial retail or office development that generates similar number, volume, type and duration of vehicle trips

OVERVIEW



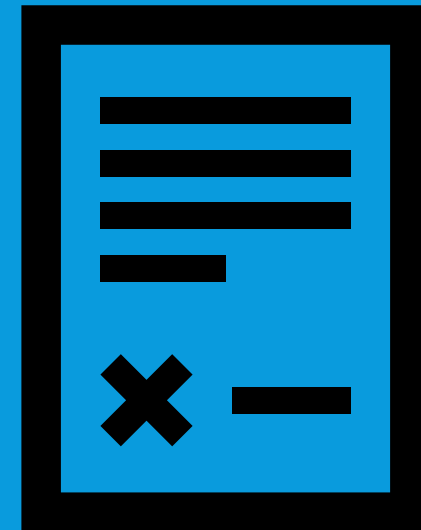
Optional Provision:

- Authorizes City to exempt ELF from **80% or 100%** of impact fees without City being required to pay them from public funds other than impact fee accounts
- **100%** exemption requires **certain conditions are met.**

OVERVIEW

Conditions for granting 100% exemption:

- Property owner must record a covenant:
 - At least **25%** of children and families using ELF must **qualify for state subsidized childcare**
 - If ELF does not achieve required % at any point during calendar year, owner must pay 20% of impact fee w/in 90 days, and any remaining balance becomes a lien on property
 - Conversion to another use requires payment of impact fees in effect at that time



PROPOSED REVISIONS

Municipal Code → Title 3, Revenue and Finance →

Chapter 3.93 IMPACT FEES



Sections:

3.93.010	Purpose.
3.93.020	Definitions.
3.93.030	Applicability.
3.93.040	Assessment, payment, and deferral.
3.93.050	Use of impact fees.
3.93.060	Partial exemption for low-income housing.
3.93.070	Alternative and independent fee calculations.
3.93.080	Credits.
3.93.090	Refunds.
3.93.100	Appeals.
3.93.110	Adoption of school district impact fees.

- Amend AMC 3.93 Impact Fees
 - Add new Section 3.93.060 with:
 - Limitations on assessment of impact fees for ELF's
 - 100% exemption subject to recording covenant
- Delete AMC 3.93.030(D)(2) regarding exemptions from park impact fees for non-residential construction

CONSIDERATIONS

- Convenient access to quality, affordable childcare is a critical component of livable communities
- Anacortes has an inadequate supply to accommodate existing families
- Barriers to adding more facilities include permitting/zoning, costs
- Impact fee exemption is one tool available to the City to minimize fees for new ELF's

EXAMPLE IMPACT FEES

Example Early Learning Facility:

- 4,500 sq. ft.
- capacity for 30 children

Impact Fee	Fee Sched. Category	Rate	Total for Facility
Transportation	Elementary school	\$422.65 / student	\$12,679.50
Parks	Commercial, Gov/Edu	1,904.41 / 1,000 Sq. Ft.	\$8,556.35
Fire	Educational Services	\$459.25 / 1,000 sq. ft.	\$2,066.63
		Total	\$23,302.48

NEXT STEPS

- Council Planning Committee Review – 12/20/21
- Public Hearing – 1/10/22
- City Council Consideration / Possible Adoption – 1/17/22 or 1/24/22



City Council Agenda Bill

Meeting Date: January 10, 2022 **Agenda Item:** 7.b.

Agenda Item Title: Ordinance 4008: An Interim Ordinance Extending Ordinance 3091, an Interim Ordinance to Facilitate the Development of Daycare II Facilities in the R4 Use Zone

Staff Contact(s): DON MEASAMER

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

DON MEASAMER

Discussion

DARCY SWETNAM

Item Summary: Ordinance 4008 would extend Ordinance 3091, related to daycare II facilities in the R4 Use Zone as a permitted use, for an additional six months to allow city staff to work with the community to determine possible impacts of Daycare II Facilities in the R4 Use Zone and potential mitigation measures. Staff will return to City Council via public hearing with a resolution revising the work plan under Resolution 3043.

Budget Impact:

NA

Previous Action: [Resolution 3043](#) adopting a work plan for addressing the potential impacts of Daycare II as an allowed use in the R4 Use Zone.

Recommended Motion: I move to approve Ordinance 4008.

Alternative Actions: Revise Ordinance 4008 as needed

Attachments (listed in order presented):

1. Ordinance 4008

Ordinance No. 4008

An Interim Ordinance Extending Ordinance 3091, an Interim Ordinance to Facilitate the Development of Day Care Facilities in the R4 Zone

Whereas the City Council adopted Interim Ordinance 3091 declaring Day Care II Facilities as a permitted use in the R4 Use Zone at its July 12, 2021, meeting;

Whereas the City Council adopted Resolution 3043 confirming Ordinance 3091 and adopting a work plan;

Whereas the COVID-19 pandemic resulted in the closure of childcare facilities as stay-at-home orders directly caused closures or caused under-enrollment;

Whereas our emergence from the COVID-19 pandemic has created an even greater need for childcare facilities;

Whereas the interim controls adopted by ordinance 3091 are set to expire January 12, 2022 if it is not extended prior to that date.

Whereas the work plan adopted in Resolution 3043 has been interrupted by the current COVID Pandemic;

Whereas the City Council now finds that additional time is required to complete the actions in the work plan adopted by Resolution 3043;

Whereas RCW 35A.63.220 and AMC 19.16.110 authorize City Council to renew moratoriums, interim zoning ordinances and interim official controls as a recognized technique to preserve the status quo while new plans and regulations are developed;

Whereas, as an interim ordinance, pursuant to WAC 197-11-880, the adoption of this ordinance is not subject to review under the State Environmental Policy Act;

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. The City Council finds that:

- a. an immediate and urgent need for childcare facilities exists in the City of Anacortes;
- b. the cost, delay, and uncertainty of the conditional use permit process reduces the likelihood that new childcare facilities will be established;
- c. the design and performance standards in the Unified Development Code for non-residential and multifamily buildings effectively mitigate the impacts of childcare facilities on neighboring uses in the R4 zone;

- d. the R4 zone, as a high-density residential zone that is intended by the Comprehensive Plan to serve as a transition from high intensity uses such as commercial or industrial development, to lower intensity residential areas, is ideal for new childcare facilities;
 - e. a day care II facility in the R-4 zone will not create more impact than some of the other high-intensity uses already allowed in the R-4 zone as permitted uses;
 - f. the Type 4 Conditional Use Permit process is unnecessary for day care II facilities in the R4 zone.
- Section 2. Table 19.41.040 in AMC 19.41.040 is amended to make “day care II facilities” a permitted use in the R4 zone.
- Section 3. The Department of Planning, Community, and Economic Development is directed to revise the work plan adopted under Resolution 3043 to identify other needed mitigation measures for day care II facilities in the R4 zone, including parking minimums and circulation standards for drop-off and pickup.
- Section 4. Per RCW 36.70A.390, the City Council will hold a public hearing on this interim ordinance within 60 days of adoption.
- Section 5. Per RCW 36.70A.390, this interim ordinance is effective for six months, and may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.
- Section 6. This ordinance takes effect on January 12, 2022.

PASSED and APPROVED this ____ day of _____, 2022.

APPROVED:

Laurie Gere, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney



January 2022

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GPON CUSTOMER COUNT & REVENUE

Month	In Service	Static IPv4 Address	Internet Service Revenue	Static IPv4 Revenue	GPON Revenue	Other Revenue	MONTHLY REVENUE
Feb-21	575	34	\$ 36,445.00	\$ 449.00	\$ 36,894.00	\$ 2,023.25	\$ 38,917.25
Mar-21	624	31	\$ 38,906.00	\$ 400.00	\$ 39,306.00	\$ 2,023.25	\$ 41,329.25
Apr-21	698	34	\$ 43,962.00	\$ 438.00	\$ 44,400.00	\$ 2,023.25	\$ 46,423.25
May-21	720	35	\$ 45,200.00	\$ 447.00	\$ 45,647.00	\$ 2,023.25	\$ 47,670.25
Jun-21	772	39	\$ 48,868.00	\$ 494.00	\$ 49,362.00	\$ 2,023.25	\$ 51,385.25
Jul-21	808	39	\$ 50,902.00	\$ 494.00	\$ 51,396.00	\$ 2,023.25	\$ 53,419.25
Aug-21	830	39	\$ 52,320.00	\$ 494.00	\$ 52,814.00	\$ 2,023.25	\$ 54,837.25
Sep-21	863	39	\$ 54,507.00	\$ 494.00	\$ 55,001.00	\$ 2,023.25	\$ 57,024.25
Oct-21	888	39	\$ 55,822.00	\$ 505.00	\$ 56,327.00	\$ 2,023.25	\$ 58,350.25
Nov-21	900	39	\$ 57,017.00	\$ 505.00	\$ 57,522.00	\$ 2,023.25	\$ 59,545.25
Dec-21	976	39	\$ 60,909.00	\$ 505.00	\$ 61,414.00	\$ 2,023.25	\$ 63,437.25
Jan-22	1002	39	\$ 62,858.00	\$ 505.00	\$ 63,363.00	\$ 2,023.25	\$ 65,386.25

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CUSTOMER ORDERS

Residential	Count	Monthly Revenue	Commercial	Count	Monthly Revenue	Other Customers			
100Mbps	287	\$ 11,193.00	100Mbps	41	\$ 3,649.00	\$867.00			
100Mbps managed	279	\$ 13,671.00	100Mbps managed	37	\$ 3,663.00	\$1,156.25			
1Gbps	173	\$ 11,937.00	1Gbps	43	\$ 6,407.00				
1Gbps managed	128	\$ 10,112.00	1Gbps managed	14	\$ 2,226.00				
One Static IP	4	\$ 36.00	One Static IP	21	\$ 189.00				
Five Static IPs	2	\$ 40.00	Five Static IPs	12	\$ 240.00				
Total:	867	\$ 46,989.00	Total:	135	\$ 16,374.00				
Grand Total		\$ 65,386.25							
	CBD	Old Town	M Ave	2020 Aerial Areas	West End	Guemes View	East Side Expansion	South Fidalgo Bay	Total
Potential Customers	255	562	160	1296	2302	872	1815	367	7629
Sign-ups	127	310	84	498	732	187	458	29	2396
Take-Rate	49.8%	55.2%	52.5%	38.4%	31.8%	21.4%	25.2%	7.9%	31.4%
Partial Installs	0	0	0	0	24	0	0	0	24
In-Service	120	269	81	419	81	0	22	10	1002
Percentage of Orders in Service	94.5%	86.8%	96.4%	84.1%	11.1%	0.0%	4.8%	34.5%	

In our current service areas 1751 orders have been received of the potential 4575 customers which equates to 38.3% market share.

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FIBER DIVISION CASHFLOWS

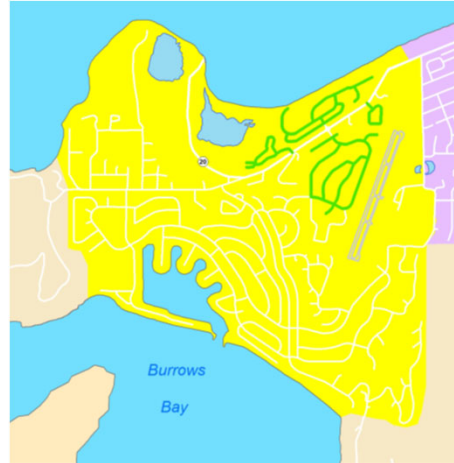
January 1 – December 31, 2021

	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>YTD</u>
REVENUES							
Internet	110,085	136,926	158,286	55,943	57,006	60,510	578,756
Dark Fiber	3,468	3,468	3,469	1,156	1,156	1,156	13,875
Ethernet	2,601	2,601	2,601	867	867	867	10,404
Installation	<u>30,308</u>	<u>11,949</u>	<u>10,344</u>	<u>2,727</u>	<u>3,584</u>	5,698	<u>64,611</u>
total revenues	146,462	154,944	174,699	60,693	62,614	68,232	667,647
OPERATING EXPENSES	(240,228)	(201,418)	(193,245)	(72,177)	(87,146)	(65,735)	(858,945)
OPERATING CASHFLOW	(93,766)	(46,474)	(18,546)	(11,484)	(24,532)	2,497	(191,298)
CONSTRUCTION EXPENSES							
Backbone &							
Customer installations	(441,873)	(768,857)	(1,807,558)	(614,583)	(537,137)	(660,479)	(4,830,487)
Core equipment	(17,286)	(15,960)	(99,062)	(755)	(38)	(2,202)	(135,303)
LINE OF CREDIT	<u>0</u>	<u>306,905</u>	<u>0</u>	<u>0</u>	<u>0</u>	4,193,393	<u>4,500,298</u>
TOTAL CASHFLOW	(552,925)	(524,386)	(1,925,166)	(626,822)	(561,707)	3,533,209	(656,790)

4

WEST END EXPANSION

- Full installations underway
- Construction underway (58% of trenching and vault placement complete)
- Securing easements on private streets
- 732 orders received (31.8% take rate)



5

5

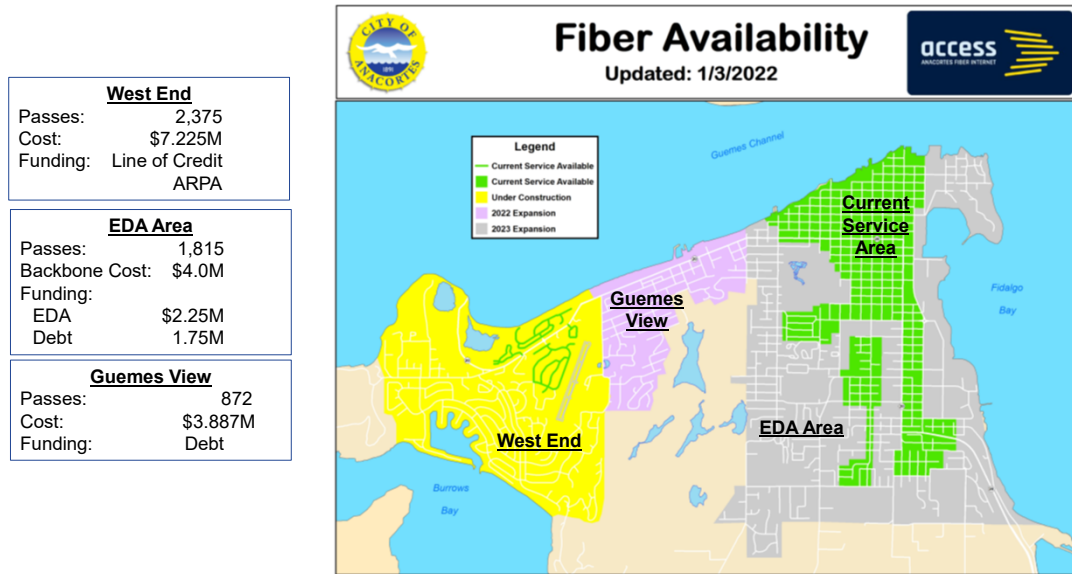
NETWORK EXPANSION

Area	Pass	Projected Expansion Timeframe	Funding
"West End" West of Anacopper Mine Rd.	2375	Construction continues, partial areas in service. Installations underway.	Savibank Line of Credit (up to \$4.5M) American Recovery Plan Act
East of A Ave. Backfilling current service area	1815	Design complete. 2022 bid for materials and construction. Construction underway following Federal guidelines for contracting.	Economic Development Administration (EDA) grant for \$2.25M. Balance of project to be funded through debt.
Guemes View (East of Anacopper Mine Rd. to A Ave.)	875	First draft of design complete. Construction and installation in 2022.	Debt funding.

6

6

NETWORK EXPANSION



7

SPECIAL PROJECTS

- ☐ **DAKOTA CREEK INDUSTRIES-
ADDITIONAL SITES**
In service by Feb 2022
Dark fiber leases
- ☐ **SWINOMISH LINKS**
1st Qtr 2022
Business class internet
- ☐ **WESTERN WASHINGTON UNIVERSITY –
SHANNON POINT MARINE CENTER**
Early 2022
Dedicated internet access
- ☐ **ISLAND HOSPITAL- ADDITIONAL SITE**
Early 2022
Dark fiber lease

access
ANACORTES FIBER INTERNET

Sign up online to get Access!
fiber.cityofanacortes.org

**Your
City
Owned
Internet**

8

ANACORTES FIBER INTERNET

We are your City owned and operated municipal fiber network providing high speed fiber internet service to meet your business and residential needs.



9

CONTINUING ACTIVITY

- *City preparing to meet Federal contracting requirements for EDA grant*
- *Teaming with Legal department to obtain easements with west-end and EDA grant areas homeowner associations & property owners*
- *Working on legislative priorities. Continuing conversations with legislators regarding challenges to accessing grant funding appropriated to the WA State Broadband Office*
- *Teaming with Finance department to address financial needs*

10

- > **Faster Speeds**
- > **Lower Prices**
- > **More Reliable**
- > **Locally Run**

Residential Plans

Month to Month

100 Mbps	\$39/month
1 Gbps	\$69/month
Managed WiFi	\$10/month
Install Fee	\$100

Business Plans

12 Month Contract

100 Mbps	\$89/month
1 Gbps	\$149/month
Managed WiFi	\$10/month
Install Fee	\$100

access
ANACORTES FIBER INTERNET



11



City Council Agenda Bill

Meeting Date: January 10, 2022 **Agenda Item:** 8.b.

Agenda Item Title: Contract Modification: Municipal Broadband Network – 2021 Westside Backbone Expansion #21-094-FBR-001

Staff Contact(s): JAMES LEMBERG , Emily Schuh

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Modification

Item Summary: City staff seeks Council consent to issue a contract modification to Robinson Brothers Construction, Inc. (RBC) in the amount of \$1,405,282.45, increasing the total contract price to \$6,460,586.54, to add work and materials necessary to complete deployment of backbone cables and MSTs in the areas of Anacortes west of Anacopper Mine Road.

Background:

1. **Reason for Contract Change:** City Council approved Contract 21-094-FBR-001 on April 26, 2021. This modification (i) adds quantities to several existing work units, (ii) adds unit price "adders" to several existing work units, and (iii) extends the time by which the work must be completed.
2. **History:** Council approved Resolution 2013 on May 29, 2018, directing that a business plan be developed for a fiber optic network to provide high-speed internet service to City residents and businesses. Council then approved slightly over \$3.1 million in the 2019-2020 biennial budget for construction and operation of such a fiber optic network in three pilot areas. As early results in the pilot areas were observed and as the cost of constructing and operating the network in the pilot areas proved to be less than \$3.1 million, the Fiber Division was informally allowed to begin extending the network into Aerial Areas 1 through 6. Council approved funds in the City's 2021 budget for continued network deployment. RBC has to date satisfactorily performed the work of deploying backbone cables and MSTs in the pilot areas and additional areas. Since execution of contract 21-094-FBR-001, (a) the quantities of several work items have increased and (b) the pandemic has directly and indirectly caused cost increases in two significant areas: (1) materials used in restoring paved surfaces where underground fiber optic infrastructure is placed and (2) the hotel portion of per diem expenses for the contractor's workforce.

3. Key Terms:

- Work will be performed for a firm fixed price of \$6,460,586.54.
- Time of Completion extended through 6/1/22.

4. Competitive Bidding: The City entered into a cooperative purchasing agreement with NoaNet per the Washington Interlocal Cooperation Act RCW 39.34 which permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers. On 9/19/17 NoaNet competitively bid the unit prices for Emergency Response and Restoration, Maintenance and Line Extension of OSP Facilities and entered into a contract with RBC.

Budget Impact:

Contractor	Robinson Brothers Construction, Inc.
Original Agreement Amount	\$5,055,304.09
Current Agreement Amount	\$5,055,304.09
Change Per this Modification	\$1,405,282.45
Total After Modification	\$6,460,586.54
All Mods % of Total Contract Amount	27%
Earmarked Funds	\$9,332,226.00 for 2022
BARS #	001.260.594.32.63
Paid on Contract as of 1/4/22	\$2,737,553.61
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	6/1/22

Previous Action: [Interlocal 263](#) for Cooperative Purchasing with NoaNet was approved on [6/4/18](#). Council approved [Resolution 2013](#) at the [May 29, 2018](#) meeting. Contract [21-094-FBR-001](#) with RBC was approved at the [4/26/21](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with Robinson Brothers Construction, Inc., under Contract 21-094-FBR-001, in the amount of \$1,405,282.45, increasing the total contract price to \$6,460,586.54.

Alternative Actions: Not approve the modification.

Attachments (listed in order presented):

1. 21-094-FBR-001 Mod 01



**Contract Number 21-094-FBR-001
MODIFICATION 01**

Date January 10, 2022
Page 1 of 1 Pages

Project Title **Municipal Broadband Network – 2021 Westside Backbone Expansion**
Prime Contractor **Robinson Brothers Construction, Inc.**

BACKGROUND

This modification is issued in accordance with GC-17, Changes In Work in order to (i) add quantities to several existing work units, (ii) add unit price "adders" to several existing work units, and (iii) extend the time by which the work must be completed. Therefore, the Contract price will increase from \$5,055,304.09 by \$1,405,282.45 to \$6,460,586.54 to provide an equitable price adjustment in consideration of changes in Work as described below under Article 1.

Accordingly, the following changes are incorporated under this contract:

Article 1. Scope of Work: the first sentence is deleted in its entirety and replaced with the following:

"The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the deployment of aerial & underground infrastructure and fusion splicing of optical fibers for 2021 Westside Backbone Expansion, in accordance with and as described in Exhibit A-1."

Article 2. Contract Price: The first sentence is deleted in its entirety and replaced with the following:

"The work performed under this Agreement shall be compensated by Unit Price for each of the categories in Exhibit A, for a total contract value of **Six Million Four Hundred Sixty Thousand Five Hundred Eighty-Six Dollars and Fifty-Four Cents (\$6,460,586.54)**, which includes \$522,547.44 in 8.8% sales tax."

Article 4. Time of Completion: The paragraph is hereby deleted and replaced with the following:

"The Contractor shall complete work according to the following milestone timelines:

MILESTONE	MUST START BY	MUST BE SUBSTANTIALLY COMPLETED BY
Start of work	2 weeks after Notice To Proceed	n/a
Completion of work	n/a	May 1, 2022
Final punch list work	n/a	June 1, 2022

All other terms of the contract remain unchanged.

CITY OF ANACORTES

By _____
Matt Miller, Mayor

Date _____

ROBINSON BROTHERS CONSTRUCTION, INC.

By _____

Title _____

Date _____

Original Agreement Amount	\$5,055,304.09
Current Agreement Amount	\$5,055,304.09
Change Per this Modification	\$1,405,282.45
Total After Modification	\$6,460,586.54

Exhibit A-1
Contract 21-094-FBR-001, Contract Modification 01

CONSTRUCTION SERVICES					
Quantity	Unit of Measure	Unit code	Description	Unit Price	TOTAL
24,216	Per Strand Foot	ALS	Lash fiber optic cable	\$1.40	\$33,902.40
12	Per Anchor	APA	Anchor placement, new	\$210.00	\$2,520.00
18,104	Per Strand Foot	APS	Place strand & overhead guys	\$1.55	\$28,061.20
3	Per Attachment	APT	Pole transfer, straight	\$150.00	\$450.00
5	Per Location	ARM 1	Place new or transfer fiberglass arm	\$115.50	\$577.50
13	Each	ARR	Place new riser up to 4 inch diameter	\$238.35	\$3,098.55
94,270	Lineal Foot	BCD	Pull fiber cable through duct	\$1.05	\$98,983.50
30,416	Lineal Foot	BCD	Pull fiber cable through duct, unit price adder for work performed from Feb 1 and forward	\$0.45	\$13,687.20
410	Lineal Foot	BDB	Directional bore up to a 2-inch diameter hole	\$32.00	\$13,120.00
410	Lineal Foot	BDB	Directional bore up to a 2-inch diameter hole, unit price adder for work performed from Feb 1 and forward	\$20.00	\$8,200.00
6,200	Lineal Foot	BHP	Hand trenching	\$13.65	\$84,630.00
60	Each	BMDC	Micro-duct breakout - 3-ft x 1-ft cut; includes coupler install & cap	\$300.00	\$18,000.00
8,100	Square Foot	BRC	Concrete remove & restore - <i>sidewalk panel replacement</i>	\$18.90	\$153,090.00
7,982	Square Foot	BRC	Concrete remove & restore - <i>sidewalk panel replacement</i> , unit price adder for work performed from Feb 1 and forward	\$6.50	\$51,883.00
tbd	Square Foot	BRCA	Concrete remove & restore, ADA sidewalk compliant	cost + 15%	\$0.00
105,000	Lineal Foot	BTMD	Trench in roadway, place microduct	\$24.70	\$2,593,500.00
35,788	Lineal Foot	BTMD	Trench in roadway, place microduct, unit price adder for work performed from Feb 1 and forward	\$6.50	\$232,622.00
105,000	Lineal Foot	BTMDR	Restoration of trench in roadway	\$8.00	\$840,000.00
38,173	Lineal Foot	BTMD	Restoration of trench in roadway, unit price adder for work performed from Feb 1 and forward	\$2.50	\$95,432.50
323	Each	BVMD	Handhole placement, drop	\$300.00	\$96,900.00
119	Each	BVMD	Handhole placement, drop, unit price adder for work performed from Feb 1 and forward	\$150.00	\$17,850.00
42	Each	BVML	Handhole placement, large	\$750.00	\$31,500.00
19	Each	BVML	Handhole placement, large, unit price adder for work performed from Feb 1 and forward	\$175.00	\$3,325.00
573	Each	BVMS	Handhole placement, small	\$550.00	\$315,150.00
190	Each	BVMS	Handhole placement, small, unit price adder for work performed from Feb 1 and forward	\$175.00	\$33,250.00
20	Each	C/O HH	Change out small handhole for large handhole	\$2,500.00	\$50,000.00
9	Each	CSFOD 1	Core drill, building or wall penetration, concrete	\$92.20	\$829.80
379	Each	MST	Install multi-port service terminal	\$374.85	\$142,068.15
3	Each	SBB	Place splitter cabinet with bollards	\$2,654.00	\$7,962.00
59	Each	SCC	Placement of new fiber optic closure	\$532.00	\$31,388.00
3	Each Closure	SPC	Splice closure prep an/or re-entry	\$399.00	\$1,197.00
1,200	Each Splice	SPF 3	Splice and test fiber, 49 and above	\$43.74	\$52,488.00
25	Each Closure	SPR	Ring cut or mid-entry prep	\$731.50	\$18,287.50
620	Crew-hour	TRA	Traffic control, 2-man crew	\$151.20	\$93,744.00
4	Each	n/a	Place bollard	\$400.00	\$1,600.00
1	Each	n/a	Place large active cabinet	\$11,500.00	\$11,500.00
55,856	Lineal Foot	n/a	3-man Crew truck & tools prepping for "cold patch"	\$9.50	\$530,632.00
10	Each	n/a	Tree trimming	\$250.00	\$2,500.00
			Subtotal, Construction Services		\$5,713,929.30

Exhibit A-1
Contract 21-094-FBR-001, Contract Modification 01

CONTRACTOR-PROVIDED MATERIALS					
Quantity	Unit of Measure	Unit code	Description	Unit Price	TOTAL
20,578	Each	n/a	Aerial Material Hardware	\$0.50	\$10,289.00
tdb	Ton	n/a	Asphalt for restoration of trench in roadway beyond 3-inch cover	\$333.00	\$0.00
97,684	Each	CPM13	Other, Specify 5/8 minus, EZ Street, 3/4 chips	\$1.20	\$117,220.27
45,294	Each	CPM15	5/8" gravel, compacted through driveway crossings	\$1.20	\$54,352.74
7,098	Each	Elbows	Elbow material for conduit	\$1.20	\$8,517.11
1,487	Each	n/a	Miscellaneous material for remote cabinet site	\$1.20	\$1,784.74
12	Each	CPM17	Anchor material	\$98.00	\$1,176.00
1,474.12	Each	CPM18	Miscellaneous material for handhole excavation	\$1.20	\$1,768.94
4	Each	n/a	Bollard	\$287.00	\$1,148.00
1,035	Foot	n/a	Miscellaneous conduit, 2-inch	\$2.00	\$2,070.00
59	Each	n/a	Splice Case	\$437.00	\$25,783.00
			Subtotal, Contractor-provided Materials		\$224,109.80
			Subtotal, Construction Services & Contractor-provided Materials		\$5,938,039.10
			Washington sales tax, 8.8%		\$522,547.44
			TOTAL		\$6,460,586.54



Agenda Item Title: Contract Award: Fire Ladder Truck Purchase #22-031-AFD-001

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award

Background:

1. History: This purchase will replace the Fire Department's current ladder truck purchased in 1999. At 23 years of age the current truck does not meet the requirements for ladder truck credit by the Washington Survey and Ratings Bureau (WSRB). As the current ladder truck was not identified in the ER&R schedule, this is being treated as a line item budget request as approved by Council in the 2022 Annual Budget.
2. Competitive Bidding: The City entered into a [cooperative purchasing agreement](#) with HGACBuy per the Washington Interlocal Cooperation Act RCW 39.34, which permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers.

Budget Impact:

Vendor	Hughes Fire Equipment Inc.
Contract Amount	\$1,622,009.98
BARS #s	001.320.594.25.64
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign Contract 22-031-AFD-001 with Hughes Fire Equipment Inc. in the amount of \$1,622,009.98 for the purchase of a ladder truck for the Fire Department.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 22-031-AFD-001

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Hughes Fire Equipment Inc. (“Company”), and City of Anacortes, a Municipality (“Customer”) is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Company Proposal”** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of **\$1,622,009.98** (“Purchase Price”). Prices are in U.S. funds. A credit card convenience fee will be added to the purchase price if the Customer elects to make purchase of the Product in whole, or in part, using a credit card. The cost of the convenience fee will be determined prior to processing credit card.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change (“Change Order”). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company’s authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 16.5 to 20.5 months of the Effective Date of this Agreement, F.O.B. Customer’s facility, Anacortes, WA. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material

Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company

Hughes Fire Equipment Inc.

910 Shelley Street

Springfield, Oregon 97477

Customer

City of Anacortes

PO Box 547

Anacortes, WA 98221

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take

full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

17. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

18. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: Hughes Fire Equipment Inc.

CUSTOMER: City of Anacortes

Name: _____

Name: Matt Miller

Title: _____

Title: Mayor

Date: _____

Date: _____

Signature: _____

Signature: _____

EXHIBIT A

PURCHASE DETAIL FORM
Hughes Fire Equipment Inc.

Date: _____

Customer Name: City of Anacortes

Quantity	Chassis Type	Price
One (1)	Pierce Enforcer 100' Ascendant Tower JK309	\$1,512,692.00
Less	Chassis progress payment discount in the amount of \$432,377.00	(12,971.00)
Less	Aerial device progress payment discount in the amount of \$445,170.00	(8,903.00)
	Subtotal	\$1,490,818.00
Plus	Washington state sales tax at 8.50%	126,719.53
Plus	Washington state motor vehicle tax at 0.30%	4,472.45
	Total	\$1,622,009.98

Warranty Period: Standard per Proposal JK309Training Requirements: Standard per Proposal JK309

Other Matters: City of Anacortes, Washington has contracted to purchase a Pierce Manufacturing Inc. fire apparatus from Hughes Fire Equipment, Inc. utilizing the HGAC FS12-19 contract. A performance bond will be provided.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: The chassis progress payment in the amount of \$432,377.00 will be due three (3) months prior to the ready for pick up from the factory date. An invoice will be provided thirty (30) days prior to the chassis payment due date. If payment isn't made when due, \$12,971.00 will be added to the final invoice. The aerial device progress payment in the amount of \$445,170.00 will be due two (2) months prior to the ready for pick up from the factory date. An invoice will be provided thirty (30) days prior to the aerial device payment due date. If payment isn't made when due, \$8,903.00 will be added to the final invoice. Final payment, including any changes made during the manufacturing process, will be due thirty (30) days after delivery and acceptance by the City of Anacortes.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF _____, 2022 BETWEEN COMPANY AND CITY OF ANACORTES WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B
WARRANTY

STANDARD PER PROPOSAL JK309.

EXHIBIT C

COMPANY PROPOSAL

STANDARD PER PROPOSAL JK309.



City Council Agenda Bill

Meeting Date: January 10, 2022 **Agenda Item:** 8.d.

Agenda Item Title: Contract Award: Vactor Sewer Truck Purchase #22-038-ERR-001

Staff Contact(s): WIL LUDEMANN

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award

Item Summary: City staff seeks City Council consent to issue a Purchase Order in the amount of \$497,923.05 to Owen Equipment Company for the purchase of a Vactor Sewer Truck. A New Vactor Sewer-Jet truck is essential in order to provide reliable sewer and storm drain repairs and maintenance. We currently have one 2017 Front line Sewer Jet Truck and one 2002 backup sewer jet truck. The purchase order would be issued under Washington State Department of Enterprise Services Contract #00120. The Vendor and the state contract expect a 6% price increase to go into effect in the next 2 weeks. We can secure our current price with approval of this contract.

Background:

History: Currently only our frontline 2017 truck has a replacement fund and is at its half-life. A new truck will take the roll of the frontline truck and the 2017 truck will roll into back up mode while retaining its replacement fund for future replacement. The current backup 20 year old truck will be retired and surplused. This will give us a backup truck with a replacement fund and that will aid us in keeping a reliable fleet for emergency response. Our back up truck is not only used as a backup but used simultaneously for sewer, storm and hydro excavation which saves our utility crews time and money. The jet-vac truck work demand for other utility departments has increased over the last few years. With this purchase both our front line and secondary unit will have funds so that we can make a replacement when the 12 year lifecycle is up.

Competitive Bidding: The City has a cooperative purchasing agreement with the State of Washington and is procuring this equipment through Washington State contract 00120.

Budget Impact:

Vendor	Owen Equipment Company
Contract Amount	\$497,923.05
BARS #s	440.000.594.35.64
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign Purchase Order 22-038-ERR-001 with Owen Equipment Company in the amount of \$497,923.05 for the purchase of a Vactor Sewer Truck.

Alternative Actions: Not approve the Purchase Order.

Attachments (listed in order presented):

1. 22-038-ERR-001
2. Staff Slide Presentation



City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221

PURCHASE ORDER 22-038-ERR-001

VENDOR:
Owen Equipment Company
Peter Blaikie
PO Box 515458
Los Angeles, CA 90051

Date: January 10, 2022

Contact: WiL Ludemann
Department: Public Works Department
Operations Division
(360) 299-1515
ludemannw@cityofanacortes.org

Email: pblaikie@owenequipment.com
Phone: 253-243-4665

Ship to: City of Anacortes
Operations Division
2201 37th Street
Anacortes, WA 98221

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	2100i PD, 18" Vacuum, 12 yrd Debris, Combo, and accessories, as detailed in the attached Exhibit A. This Work is subject to the terms and conditions of: - Exhibit A, Quote dated 1/4/2022 and ; and - Exhibit B, Special Provisions; and - Exhibit C, Washington State Department of Enterprise Services Contract #00120 The aforementioned Exhibits A through C are hereby incorporated by reference and made a part hereof.	LS	\$451,017.25	\$451,017.25
Sum Total					\$451,017.25
Sales Tax @ 10%					\$46,905.79
Total Price					\$497,923.05

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.

OWEN EQUIPMENT COMPANY

CITY OF ANACORTES

Matt Miller, Mayor

Date

Date

Prepared For:

Vactor/Guzzler Mfg.. Inc.
 Greg Grant
 1621 South Illinois St.
 Streator, IL 61364-
 (813)672 - 3171
 Reference ID: Anacortes

Presented By:

SOUTHLAND TRANSPORTATION GROUP
 Reynolds Boyd
 200 OXMOOR BOULEVARD
 HOMEWOOD AL 35209 -
 (205)942-6226

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2023 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Sewer Vac
MISSION:	Requested GVWR: 66000. Calc. GVWR: 66000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 18.21% / 2.14% @ 55 MPH Calc. Geared Speed: 70.1 MPH
DIMENSION:	Wheelbase: 246.00, CA: 178.90, Axle to Frame: 71.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 6024, Blue (Prem) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 246.00 Wheelbase, 178.90 CA, and 71.00 Axle to Frame.

AXLE CONFIGURATION

1AND	AXLE CONFIGURATION {Navistar} 6x4
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ENGINE

12ESR	ENGINE, DIESEL {Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12WZY	CARB EMISSION WARR COMPLIANCE for Cummins L9 Engines
12WZJ	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door
12VJC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
12VBB	AIR CLEANER Dual Element
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12WUN	ENGINE WATER COOLER Auxiliary, Supply and Return Connections for Customer Installed Cooler Package, Located Inside Right Frame Rail Under Cab
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

TRANSMISSION

13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WUH	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Airport Refueler, Sewer Evac, Package Number 150
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

<u>Code</u>	<u>Description</u>
CLUTCH	
11001	CLUTCH Omit Item (Clutch & Control)
REAR AXLES, SUSPENSIONS	
14HRL	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 5.63
14UHK	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
FRONT AXLES	
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
FRONT SUSPENSIONS	
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
CABS, COWLS, BODIES	
16030	CAB Conventional, Day Cab
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WBY	ARM REST, RIGHT, DRIVER SEAT
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
16WSK	CAB REAR SUSPENSION Air Bag Type
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer
16HLU	VIRTUAL GA, OIL TEMP,AUTO XMSN for Allison Transmission, Requires Premium Cluster
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16XJN	INSTRUMENT PANEL Flat Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"
16SNU	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
16VZB	SEAT BELT COMFORT CLIP
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust

Code	Description
16HCH	SEATBELT WARNING LIGHT IND. Mounted in Dash, Will Flash when Park Brake is Disengaged and Driver Seatbelt Unfastened, Audible Alarm to Remind Driver to Fasten Seatbelt
16XCZ	TELEMATICS BRACKET with Universal Mount, 1" Ball Mount Size, for Customer Supplied Telematics Device, Mounted in Auxiliary Gauge Location in Flat Panel, Includes (1) APO and (1) USB Port
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRAMES

1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LLK	BUMPER, FRONT Omit Item
1WGY	WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)

BRAKES

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAG	SLACK ADJUSTERS, FRONT {Gunitex} Automatic
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4LGG	SLACK ADJUSTERS, REAR {Gunitex} Automatic
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank

STEERING

5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black

DRIVELINES

<u>Code</u>	<u>Description</u>
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4

EXHAUST SYSTEMS

7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7BEU	AFTERTREATMENT COVER Aluminum
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WCM	EXHAUST HEIGHT 8' 10"
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
7WBA	TAIL PIPE (1) Turnback Type, Bright

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8RPR	ANTENNA for Increased Roof Clearance Applications
8THB	BACK-UP ALARM Electric, 102 dBA
8VUV	BATTERY BOX Omit, Batteries to be Mounted Temporarily, Body Builder to Supply Battery Box
8TNR	BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box
8RMH	BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8XNZ	HEADLIGHTS Halogen, with Daytime Running Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8VAY	HORN, ELECTRIC Disc Style
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

<u>Code</u>	<u>Description</u>
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8TKD	STOP, TURN, TAIL & B/U LIGHTS Omit Item, Does Not Omit Cable to End of Frame, DOES NOT INCLUDE LICENSE PLATE LIGHT
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

FRONT END

9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
9585	FENDER EXTENSIONS Rubber
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges

SPEEDOMETER, TOOLS, MISC

10ADT	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Two Year Data Plan
10BAE	LABEL, DEF "DEF ONLY"
10WWP	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension, for Tire Size 425/445
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10769	PAINT CLASS Premium Color

FUEL TANKS

15SWD	FUEL TANK Top Draw, Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab
15WTM	AUXILIARY FUEL DRAW TUBE Located at Auxiliary Port on Fuel Tank
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

WHEELS, TIRES - FRONT

<u>Code</u>	<u>Description</u>
27DBA	WHEELS, FRONT {Accuride 29374} DISC; 22.5x12.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7752665441	(2) TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position

WHEELS, TIRES - REAR

28DVN	WHEELS, REAR {Accuride 42644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7372135444	(8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

Services Section:**WARRANTY**

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40RBE	SERVICES, TOWING {Navistar} Service Call to 12-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident

Body/Allied Equipment

<u>Code</u>	<u>Description</u>
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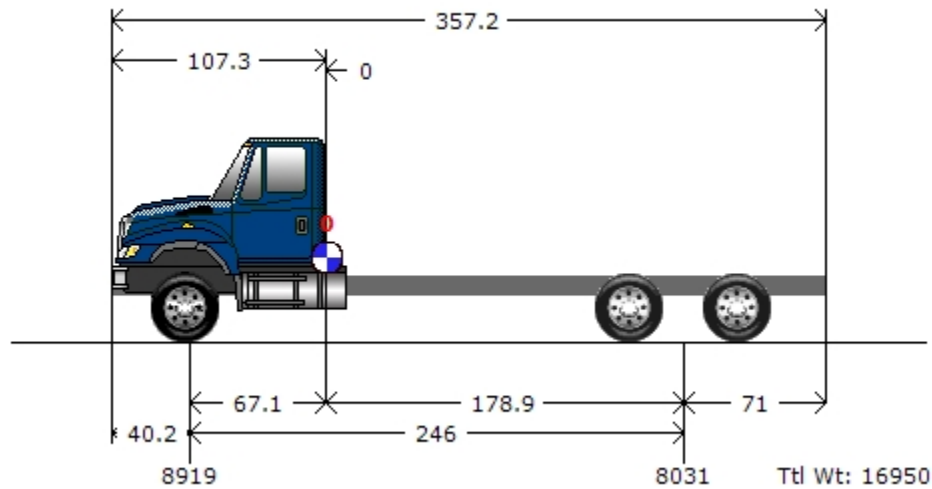
Goods Purchased

<u>Code</u>	<u>Description</u>
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Set Parameters to Model Required Settings

Material surcharge for model year 2023 chassis

Tire surcharge for model year 2023 chassis



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	40.2	Body Length	(BL)	N/A	Tractor Front Axle:	8,919
Wheelbase	(WB)	246.00				Tractor Rear Axle:	8,031
Axle to Frame	(AF)	71.00					
Axle to Back Cab	(ABC)	67.1					
Cab to Axle	(CA)	178.9					
Usable CA		178.9					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		0					
DEF(Gals)		0					

Before the Cab			Cab			Payloads Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	1						

Loads		Weight Distribution	
Payload Weight:	0	Total Front Axle:	8,919
Driver:	0	Total Rear Axle:	8,031
Fuel-Diesel(Lbs):	0	Total Weight:	16,950
DEF(Lbs):	0		

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	<u>Truck</u>		Total
	Front	Rear	
<u>Chassis Weight</u>			
Chassis Weight:	8,919	8,031	16,950
Fuel:	0	0	0
DEF:	0	0	0
(Curb Weight):	8,919	8,031	16,950

Loads

Payloads:	0	0	0
Driver:	0	0	0
Axle Totals (Gross Weight):	8,919	8,031	16,950

Weight Ratings

	<u>Truck</u>	
	Front	Rear
Axle(axle capacity)	20,000	46,000
Tire(tire capacity)	22,800	46,720
Suspension(suspension capacity)	20,000	46,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (54")

Wheel Combination	Load	Limit
1 - 3	16,950	52,500

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 66,000 - Gross Vehicle Weight(GVW) 16,950 = 49,050 Reserves

Weight Summary

* Distributed weights are within capacity limits

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<u>Description</u>	(US DOLLAR)	<u>Price</u>
Total Factory List Price Including Options:		\$165,956.00

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

SOUTHLAND TRANSPORTATION GROUP
200 OXMOOR BOULEVARD
HOMEWOOD AL 35209 -
(205)942-6226

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

OWEN EQUIPMENT COMPANY

DES Contract #00120

Vactor 2100i Price List

Effective Date: 1/1/2021

Quote Date:	1/4/2022
Municipality	City of Anacortes
Address	2201 A Street
City, State, Zip	Anacortes, WA 98221
Contact Name	WiL Ludemann
Contact Phone #	360-293-1921
Contact Fax #	
PO Number	
Account Manager	Peter Blaikie

Qty	Part #	Description
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2100i PD

			List Price	Extended Price
	2105P-15	2100i PD, 15" Vacuum, 5 yrd Debris, Combo	\$ 245,832.16	\$ -
	2110P-15	2100i PD, 15" Vacuum, 10 yrd Debris, Combo	\$ 245,832.16	\$ -
	2112P-15	2100i PD, 15" Vacuum, 12 yrd Debris, Combo	\$ 254,502.70	\$ -
	2115P-15	2100i PD, 15" Vacuum, 15 yrd Debris, Combo	\$ 260,180.06	\$ -
	2105P-16	2100i PD, 16" Vacuum, 5 yrd Debris, Combo	\$ 248,560.63	\$ -
	2110P-16	2100i PD, 16" Vacuum, 10 yrd Debris, Combo	\$ 248,560.63	\$ -
	2112P-16	2100i PD, 16" Vacuum, 12 yrd Debris, Combo	\$ 255,820.07	\$ -
	2115P-16	2100i PD, 16" Vacuum, 15 yrd Debris, Combo	\$ 263,023.89	\$ -
	2112P-1024-16	2100i 1024 PD, 16" Vacuum, 12 yrd Debris, Combo	\$ 277,597.36	\$ -
	2115P-1024-16	2100i 1024 PD, 16" Vacuum, 15 yrd Debris, Combo	\$ 284,806.33	\$ -
	2105P-18	2100i PD, 18" Vacuum, 5 yrd Debris, Combo	\$ 255,191.77	\$ -
	2110P-18	2100i PD, 18" Vacuum, 10 yrd Debris, Combo	\$ 255,191.77	\$ -
1	2112P-18	2100i PD, 18" Vacuum, 12 yrd Debris, Combo	\$ 262,299.80	\$ 262,299.80
	2115P-18	2100i PD, 18" Vacuum, 15 yrd Debris, Combo	\$ 269,242.00	\$ -
	2112P-1024-18	2100i 1024 PD, 18" Vacuum, 12 yrd Debris, Combo	\$ 284,083.27	\$ -
	2115P-1024-18	2100i 1024 PD, 18" Vacuum, 15 yrd Debris, Combo	\$ 291,023.41	\$ -

2100i FAN

	2105-SE1-PLUS	2100i Single Engine Fan, Single Stage, 5 yrd Debris, Combo	\$ 244,427.24	\$ -
	2110-SE1-PLUS	2100i Single Engine Fan, Single Stage, 10 yrd Debris, Combo	\$ 244,427.24	\$ -
	2112-SE1-PLUS	2100i Single Engine Fan, Single Stage, 12 yrd Debris, Combo	\$ 251,522.91	\$ -
	2115-SE1-PLUS	2100i Single Engine Fan, Single Stage, 15 yrd Debris, Combo	\$ 260,745.53	\$ -
	2105-SE2-PLUS	2100i Single Engine Fan, Dual Stage, 5 yrd Debris, Combo	\$ 264,156.89	\$ -
	2110-SE2-PLUS	2100i Single Engine Fan, Dual Stage, 10 yrd Debris, Combo	\$ 264,156.89	\$ -
	2112-SE2-PLUS	2100i Single Engine Fan, Dual Stage, 12 yrd Debris, Combo	\$ 271,250.50	\$ -
	2115-SE2-PLUS	2100i Single Engine Fan, Dual Stage, 15 yrd Debris, Combo	\$ 280,471.06	\$ -

2100i CB-PD

	2105P-15-CB	2100i PD, 15" Vacuum, 5 yrd Debris, Catch Basin	\$ 205,029.74	\$ -
	2110P-15-CB	2100i PD, 15" Vacuum, 10 yrd Debris, Catch Basin	\$ 205,029.74	\$ -
	2112P-15-CB	2100i PD, 15" Vacuum, 12 yrd Debris, Catch Basin	\$ 213,940.27	\$ -
	2115P-15-CB	2100i PD, 15" Vacuum, 15 yrd Debris, Catch Basin	\$ 219,802.00	\$ -
	2105P-16-CB	2100i PD, 16" Vacuum, 5 yrd Debris, Catch Basin	\$ 207,837.52	\$ -
	2110P-16-CB	2100i PD, 16" Vacuum, 10 yrd Debris, Catch Basin	\$ 207,837.52	\$ -
	2112P-16-CB	2100i PD, 16" Vacuum, 12 yrd Debris, Catch Basin	\$ 215,309.14	\$ -
	2115P-16-CB	2100i PD, 16" Vacuum, 15 yrd Debris, Catch Basin	\$ 276,492.17	\$ -
	2112P-1024-16-CB	2100i 1024 PD, 16" Vacuum, 12 yrd Debris, Catch Basin	\$ 237,729.15	\$ -
	2115P-1024-16-CB	2100i 1024 PD, 16" Vacuum, 15 yrd Debris, Catch Basin	\$ 245,148.24	\$ -
	2105P-18-CB	2100i PD, 18" Vacuum, 5 yrd Debris, Catch Basin	\$ 214,665.39	\$ -
	2110P-18-CB	2100i PD, 18" Vacuum, 10 yrd Debris, Catch Basin	\$ 214,665.39	\$ -
	2112P-18-CB	2100i PD, 18" Vacuum, 12 yrd Debris, Catch Basin	\$ 221,980.45	\$ -
	2115P-18-CB	2100i PD, 18" Vacuum, 15 yrd Debris, Catch Basin	\$ 229,127.62	\$ -
	2112P-1024-18-CB	2100i 1024 PD, 18" Vacuum, 12 yrd Debris, Catch Basin	\$ 244,405.61	\$ -
	2115P-1024-18-CB	2100i 1024 PD, 18" Vacuum, 15 yrd Debris, Catch Basin	\$ 251,550.72	\$ -

2100i CB-FAN

	2105-SE1-PLUS-CB	2100i Single Engine Fan, Single Stage, 5 yrd Debris, Catch Basin	\$ 196,569.32	\$ -
	2110-SE1-PLUS-CB	2100i Single Engine Fan, Single Stage, 10 yrd Debris, Catch Basin	\$ 196,569.32	\$ -
	2112-SE1-PLUS-CB	2100i Single Engine Fan, Single Stage, 12 yrd Debris, Catch Basin	\$ 203,666.02	\$ -
	2115-SE1-PLUS-CB	2100i Single Engine Fan, Single Stage, 15 yrd Debris, Catch Basin	\$ 212,889.67	\$ -
	2105-SE2-PLUS-CB	2100i Single Engine Fan, Dual Stage, 5 yrd Debris, Catch Basin	\$ 216,298.97	\$ -
	2110-SE2-PLUS-CB	2100i Single Engine Fan, Dual Stage, 10 yrd Debris, Catch Basin	\$ 216,298.97	\$ -
	2112-SE2-PLUS-CB	2100i Single Engine Fan, Dual Stage, 12 yrd Debris, Catch Basin	\$ 223,393.61	\$ -
	2115-SE2-PLUS-CB	2100i Single Engine Fan, Dual Stage, 15 yrd Debris, Catch Basin	\$ 226,641.20	\$ -

Additional Options Available

(Due to model selected certain options may not be available)

	2016P	Additional Water, 1300 Gal Total (10 yrd)	\$ 2,826.32	\$ -
1	2016P	Additional Water, 1300 Gal Total (12 yrd)	\$ 2,744.95	\$ 2,744.95

	2015P	Additional Water, 1300 Gal Total (15 yrd)	\$	-	\$	-
	2018P	Additional Water, 1500 Gal Total (10 yrd)	\$	4,234.33	\$	-
	2018P	Additional Water, 1500 Gal Total (12 yrd)	\$	4,110.73	\$	-
	2017P	Additional Water, 1500 Gal Total (15 yrd)	\$	1,414.19	\$	-
	2025P	304 Stainless Steel Water Tanks Upgrade in lieu of Aluminum - Single Axle	\$	8,441.88	\$	-
	2025PA	304 Stainless Steel Water Tanks Upgrade in lieu of Aluminum - Tandem Axle	\$	10,552.35	\$	-
	5004P	100 GPM/2000 PSI - Includes 1-1/4" X 500' Rodder Hose	\$	4,216.82	\$	-
	5004PB	100 GPM/2000 PSI - Does Not Include Rodder Hose	\$	2,239.22	\$	-
	5005PSTD	10 GPM/1000 PSI Water System	\$	-	\$	-
	5005PA	30 GPM/3000 PSI Water System	\$	15,450.00	\$	-
	5005PB	40 GPM/2500 PSI Water System	\$	15,450.00	\$	-
	018P	Remote Pendant Control With 35' Cord	\$	1,390.50	\$	-
	009P	Control Panel Box with Lighting	\$	257.50	\$	-
1	010P	48w x 22h x 24d Curbside Toolbox with Lighting	\$	257.50	\$	257.50
	010P	40w x 22h x 24d Curbside Toolbox with Lighting	\$	257.50	\$	-
1	1003P	Debris Body Washout	\$	1,592.38	\$	1,592.38
	1003PB	Rear Door Valve Flushout	\$	435.69	\$	-
	1004PB	Onboard Electronic/Digital Scale system with Vacuum Relief	\$	13,072.76	\$	-
	1005PA	S.S Float Ball Cage for Float Shut Off System	\$	579.89	\$	-
	1007P	6" Rear Door Butterfly Valve, 3:00 position	\$	848.72	\$	-
	1007PA	6" Rear Door Butterfly Valve w/Port & Fixed Basket Screen, 6:00 position	\$	1,082.53	\$	-
	1008P	6" Rear Door Knife Valve w/Camloc, 3:00 position	\$	1,272.05	\$	-
1	1008PA	6" Rear Door Knife Valve w/Camloc w/Port & Fixed Basket Screen, 6:00 position	\$	1,517.19	\$	1,517.19
	1008PB	6" Rear Door Drain Port w/Fixed Basket Screen, 6:00 position	\$	596.37	\$	-
	1008PC	Standpipe and Screen for 6:00 Port	\$	1,060.90	\$	-
	1008PE	6" Rear Door Knife Valve w/Camlock, Air Actuated, 3:00 Position	\$	1,915.80	\$	-
	1008PF	6" Rear Door Knife Valve w/Camlock, Air Actuated w/Port & Fixed Basket Screen, 6:00 Position	\$	2,158.88	\$	-
	1009P	Internally Mounted Trash Pump w/Screen	\$	11,094.13	\$	-
	1009PA	Externally Mounted Trash Pump w/Floating Arm	\$	12,037.61	\$	-
	1009PB	Internal Body Screen with Pump Off Ports Only	\$	712.76	\$	-
1	1009PD	Full Rear Door Swinging Screen	\$	811.64	\$	811.64
	1010P	Pump Off Plumbing to Front, Outlet Location will be dependent on supplied chassis	\$	3,061.16	\$	-
	1010PA	Pump Off Ports Only	\$	596.37	\$	-
	1010PB	Pump Off Ports and Programming	\$	2,485.39	\$	-
	1012P	6" Decant System w/Knive Valve, Curbside	\$	2,386.51	\$	-
	1012PA	6" Decant System w/Knive Valve, Streetside	\$	2,362.82	\$	-
	1013P	Additional Water, Water and Debris Tanks Joined	\$	2,460.67	\$	-
1	1014P	Centrifugal Separators (Cyclones)	\$	5,567.15	\$	5,567.15
	1014PA	Centrifugal Separators (Cyclones), 304 Stainless Steel	\$	7,180.13	\$	-
	1014PB	304SS Centrifugal Separators, Dustboxes, Plenum and Crossover Tubes	\$	10,346.35	\$	-
	1015P	Folding Pipe Rack, Curbside, 8" Pipe	\$	1,104.16	\$	-
	1015PH	Folding Pipe Rack, Curbside, Hydraulic, 8" Pipe	\$	1,983.78	\$	-
	1015PC	Folding Pipe Rack, Curbside, Air Actuated, 8" Pipe	\$	1,983.78	\$	-
	1015PA	Folding Pipe Rack, Streetside, 8" Pipe	\$	1,104.16	\$	-
	1015PAH	Folding Pipe Rack, Streetside, Hydraulic, 8" Pipe	\$	2,064.12	\$	-
	1015PD	Folding Pipe Rack, Streetside, Air Actuated, 8" Pipe	\$	1,983.78	\$	-
	1015PB	Folding Pipe Rack, Rear Door, 8" Pipe	\$	1,104.16	\$	-
	1015PBH	Folding Pipe Rack, Rear Door, Hydraulic, 8" Pipe	\$	2,064.12	\$	-
1	1015PG	Folding Pipe Rack, Curbside, 7" Pipe	\$	1,104.16	\$	1,104.16
	1015PHA	Folding Pipe Rack, Curbside, Hydraulic, 7" Pipe	\$	2,064.12	\$	-
	1015PCA	Folding Pipe Rack, Curbside, Air Actuated, 7" Pipe	\$	1,983.78	\$	-
1	1015PAB	Folding Pipe Rack, Streetside, 7" Pipe	\$	1,104.16	\$	1,104.16
	1015PAJ	Folding Pipe Rack, Streetside, Hydraulic, 7" Pipe	\$	2,064.12	\$	-
	1015PDA	Folding Pipe Rack, Streetside, Air Actuated, 7" Pipe	\$	1,983.78	\$	-
	1015PBA	Folding Pipe Rack, Rear Door, 7" Pipe	\$	1,104.16	\$	-
	1015PBJ	Folding Pipe Rack, Rear Door, Hydraulic, 7" Pipe	\$	2,064.12	\$	-
	1015PJ	Folding Pipe Rack, Curbside, 6" Pipe	\$	1,104.16	\$	-
	1015PHB	Folding Pipe Rack, Curbside, Hydraulic, 6" Pipe	\$	2,064.12	\$	-
	1015PCB	Folding Pipe Rack, Curbside, Air Actuated, 6" Pipe	\$	1,983.78	\$	-
	1015PAC	Folding Pipe Rack, Streetside, 6" Pipe	\$	1,104.16	\$	-
	1015PAK	Folding Pipe Rack, Streetside, Hydraulic, 6" Pipe	\$	2,064.12	\$	-
	1015PDB	Folding Pipe Rack, Streetside, Air Actuated, 6" Pipe	\$	1,983.78	\$	-
	1015PBL	Folding Pipe Rack, Rear Door, 6" Pipe	\$	1,104.16	\$	-
	1015PBM	Folding Pipe Rack, Rear Door, Hydraulic, 6" Pipe	\$	2,064.12	\$	-
1	1022P	Rear Door Splash Shield	\$	1,621.22	\$	1,621.22
1	1023P	Lube Manifold-Includes Plastic Lube Chart	\$	2,407.11	\$	2,407.11
	1023PA	Plastic Lube Chart	\$	66.95	\$	-
1	1025P	Flat Rear Door Ports	\$	257.50	\$	257.50
1	1026P	Debris Body Vibrator, Electric	\$	2,832.50	\$	2,832.50
	1030P	Debris Body Inspection Port w/Ladder	\$	1,289.56	\$	-
	1041P	Body-Up Alarm	\$	934.21	\$	-
	1053P	Stainless Steel Water Barrel for Jet Rodder Pump	\$	3,162.10	\$	-
	2003P	Laval Water Separator at Fill	\$	1,813.83	\$	-
	2004P	Continuous Water Tank Fill	\$	1,813.83	\$	-

1	2006P	Air Purge	\$	1,363.72	\$	1,363.72
	2020P	6" Gravity Fill Port on Water Tank	\$	923.91	\$	-
	2021P	Additional Water Tank Fill	\$	759.11	\$	-
	3013PB	Vacuum, Vac on the Go for the Single Engine Fan	\$	34,306.21	\$	-
	3015P	Hot Shift Blower Drive (manual transmission)	\$	1,539.85	\$	-
1	3015PA	Hot Shift Blower Drive (automatic Transmission)	\$	1,539.85	\$	1,539.85
	30-BioH	Bio Degradable Hydraulic Oil	\$	6,798.00	\$	-
1	3017P	Blower High Temp Safety Shutdown	\$	547.96	\$	547.96
1	3020P	Digital Water Level Indicator	\$	708.64	\$	708.64
1	3021P	Debris Body Level Indicator	\$	949.66	\$	949.66
	3022P	Digital Grey Water Level Indicator	\$	1,905.50	\$	-
	4005P	180 deg. 10ft Extendable Boom	\$	10,076.49	\$	-
	4014P	180 deg. 5 x 5 Extendable/Telescoping Boom	\$	18,207.31	\$	-
	4015P	180 deg. 10ft Telescoping Boom	\$	16,115.38	\$	-
1	4016P	180 deg. 10' x 15' Rapid Deployment Boom	\$	22,751.67	\$	22,751.67
	4018P	180 deg. 10' x 15' Rapid Deployment Boom - PROMO PRICING with Water Recycler Option	\$	16,115.38	\$	-
	4017P	Boom Out of Position Light/Alarm	\$	1,607.83	\$	-
	4008P	Grate Lifting Hook, Installed on Boom	\$	322.39	\$	-
	4009P	Water Ring Assembly, At Hose End	\$	838.42	\$	-
	4009PA	Water Ring Assembly, At Debris Body Inlet	\$	838.42	\$	-
	4011PA	Wireless Controls w/2-way communication and LED Display.(excludes hose reel controls)	\$	2,484.36	\$	-
1	4011PB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$	3,279.52	\$	3,279.52
	4013P	Rotatable Boom Inlet Hose, Extendable Boom	\$	596.37	\$	-
	4013P	Rotatable Boom Inlet Hose, Telescoping Boom	\$	596.37	\$	-
	4013PA	Rotatable Boom Inlet Hose, 5 x 5 Boom	\$	596.37	\$	-
1	4013PB	Rotatable Boom Inlet Hose, 10 x 15 RDB	\$	596.37	\$	596.37
	4020P	Anti Splash Valve	\$	395.52	\$	-
	4022PA	Telescopic Boom Elbow, Hard Hat Style	\$	475.86	\$	-
	4022PD	Telescopic Boom Elbow, Nickel Plated	\$	408.91	\$	-
	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$	1,808.68	\$	-
	5008PE	Cold Weather Recirculator, PTO Driven	\$	1,808.68	\$	-
	5010PA	Rodder System Accumulator - Jack Hammer on/off Control at Front Hose Reel	\$	824.00	\$	-
	5016P	Additional Rodder System Accumulator	\$	2,737.74	\$	-
1	5015P	Handgun Couplers, Front and Rear	\$	635.51	\$	635.51
	5019P	Chassis Engine Cooling Package	\$	3,694.61	\$	-
1	5021PC	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes	\$	4,054.08	\$	4,054.08
	5023P	Fan Flushout System	\$	525.30	\$	-
	5024PA	Water Heater, 400,000 BTU's (May limit Water Capacity)	\$	13,742.26	\$	-
	5024PC	Water Heater, 800,000 BTU's - 12V (May limit Water Capacity)	\$	17,052.68	\$	-
	5026PA	Insulated, Wrapped Water Lines	\$	4,069.53	\$	-
	5026PB	Heat Traced and Wrapped Water Lines	\$	5,045.97	\$	-
	5027P	Vaporooter - Dealer Install Kit	\$	-	\$	-
	5029P	Cyclone Washout System	\$	510.88	\$	-
	5030P	Water Recycler	\$	115,875.00	\$	-
	5032P	Fresh Water Electric Recirculation System	\$	2,317.50	\$	-
	5033P	Blanket Heated Rear Door Frame	\$	9,527.50	\$	-
	6000P	400' x 1" Aeroquip Sewer Hose 2500 PSI in lieu of STD	\$	124.63	\$	-
	6001PG	400' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	\$	618.00	\$	-
	6001PH	400' x 1" Piranha Armor Belt Beacon Sewer Hose 2500 PSI in lieu of STD	\$	820.91	\$	-
	6001P	500' x 1" Aeroquip Sewer Hose 2500 PSI in lieu of STD	\$	586.07	\$	-
	6001PB	500' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$	511.91	\$	-
	6001PC	500' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	\$	1,200.98	\$	-
	6001PD	500' x 1" Piranha Armor Belt Beacon Sewer Hose 2500 PSI in lieu of STD	\$	1,454.36	\$	-
	6002P	600' x 1" Aeroquip Sewer Hose 2500 PSI in lieu of STD	\$	1,045.45	\$	-
	6002PB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$	954.81	\$	-
	6002PE	600' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	\$	1,787.05	\$	-
	6002PF	600' x 1" Piranha Armor Belt Beacon Sewer Hose 2500 PSI in lieu of STD	\$	2,089.87	\$	-
	6002PH	700' x 1" Aeroquip Sewer Hose 2500 PSI in lieu of STD	\$	1,505.86	\$	-
	6002PG	700' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$	1,400.80	\$	-
	6002PC	700' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	\$	2,371.06	\$	-
	6002PD	700' x 1" Piranha Armor Belt Beacon Sewer Hose 2500 PSI in lieu of STD	\$	2,724.35	\$	-
	6003P	800' x 1" Aeroquip Sewer Hose 2500 PSI in lieu of STD	\$	1,965.24	\$	-
	6003PC	800' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$	1,846.79	\$	-
	6003PD	800' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	\$	2,955.07	\$	-
	6003PE	800' x 1" Piranha Armor Belt Beacon Sewer Hose 2500 PSI in lieu of STD	\$	3,356.77	\$	-
	6004P	900' x 1" Aeroquip Sewer Hose 2500 PSI in lieu of STD	\$	3,605.00	\$	-
	6004PC	900' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$	1,854.00	\$	-
	6004PF	900' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	\$	3,708.00	\$	-
	6004PE	900' x 1" Piranha Armor Belt Beacon Sewer Hose 2500 PSI in lieu of STD	\$	4,429.00	\$	-
	6000P3	400' x 1" Aeroquip Sewer Hose 3000 PSI in lieu of STD	\$	1,066.05	\$	-
	6001PG3	400' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	\$	1,130.94	\$	-
	6001PH3	400' x 1" Piranha Armor Belt Beacon Sewer Hose 3000 PSI in lieu of STD	\$	1,424.49	\$	-
	6001P3	500' x 1" Aeroquip Sewer Hose 3000 PSI in lieu of STD	\$	1,761.30	\$	-
	6001PB3	500' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	\$	798.25	\$	-

	6001PC3	500' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	\$	1,843.70	\$	-
	6001PD3	500' x 1" Piranha Armor Belt Beacon Sewer Hose 3000 PSI in lieu of STD	\$	2,209.35	\$	-
	6002P3	600' x 1" Aeroquip Sewer Hose 3000 PSI in lieu of STD	\$	2,456.55	\$	-
	6002PB3	600' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	\$	1,301.92	\$	-
	6002PE3	600' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	\$	2,556.46	\$	-
	6002PF3	600' x 1" Piranha Armor Belt Beacon Sewer Hose 3000 PSI in lieu of STD	\$	2,995.24	\$	-
	6002PH3	700' x 1" Aeroquip Sewer Hose 3000 PSI in lieu of STD	\$	3,153.86	\$	-
	6002PG3	700' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	\$	1,806.62	\$	-
	6002PC3	700' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	\$	3,267.16	\$	-
	6002PD3	700' x 1" Piranha Armor Belt Beacon Sewer Hose 3000 PSI in lieu of STD	\$	3,780.10	\$	-
	6003P3	800' x 1" Aeroquip Sewer Hose 3000 PSI in lieu of STD	\$	3,849.11	\$	-
	6003PC3	800' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	\$	2,310.29	\$	-
	6003PD3	800' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	\$	3,979.92	\$	-
	6003PE3	800' x 1" Piranha Armor Belt Beacon Sewer Hose 3000 PSI in lieu of STD	\$	4,567.02	\$	-
	6004P3	900' x 1" Aeroquip Sewer Hose 3000 PSI in lieu of STD	\$	4,635.00	\$	-
	6004PC3	900' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	\$	2,884.00	\$	-
	6004PD3	900' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	\$	4,738.00	\$	-
	6004PE3	900' x 1" Piranha Armor Belt Beacon Sewer Hose 3000 PSI in lieu of STD	\$	5,459.00	\$	-
	6004PA	Hose Wind Guide (Dual Roller), Auto, Non-Indexing with Pinch Roller	\$	4,917.22	\$	-
1	6004PB	Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller	\$	5,365.27	\$	5,365.27
	6004PD	Rodder Hose Pinch Roller	\$	1,464.66	\$	-
	6005PA	Additional Hose Footage Counter, Rear of Hose Reel	\$	493.37	\$	-
	6006P	Rodder Hose Guard - Lexan	\$	1,178.32	\$	-
	6006PA	Rodder Hose Guard - Expanded Metal	\$	1,599.59	\$	-
	6008P	Hose Reel Manual Rewind	\$	539.72	\$	-
	6012P	Lateral Cleaning Kit w/150' Hose and Nozzle, 25 GPM/2000 PSI	\$	3,176.52	\$	-
	6012PA	Lateral Cleaning Kit w/150' Hose and Nozzle, 25 GPM/2000 PSI located at Side	\$	4,326.00	\$	-
	6013P	Hydraulic Tool Package	\$	1,522.34	\$	-
1	6014P	High Pressured Hose Reel	\$	1,538.82	\$	1,538.82
	6014PA	2 High Pressured Hose Reels	\$	2,961.25	\$	-
1	6019P	Rodder Pump Drain Valves	\$	515.00	\$	515.00
	6020PC	Hydraulic Extending 15", Rotating Hose Reel, 1" x 1000' Capacity	\$	2,440.07	\$	-
1	6026P	Washington State DOT Legal Front Hose Reel	\$	-	\$	-
1	6027PA	25' Leader Hose (in lieu of standard)	\$	571.65	\$	571.65
	6029P	Heated Rodder Pump Cabinet	\$	9,259.70	\$	-
	6030P	Heated Handgun Cabinet	\$	7,242.96	\$	-
1	6031P	Front Hose Reel Storage	\$	309.00	\$	309.00
	8001P	Rear Directional Control, Split Arrow Traffic Controller, 10 Lights	\$	1,448.18	\$	-
	8001PA	Rear Directional Control, Signal Master LED Arrow Board, 10 Lights	\$	1,448.18	\$	-
1	8001PB	Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights	\$	2,123.86	\$	2,123.86
	8001PC	Front Directional Control, Signal Master LED Arrow Stick, 8 Lights	\$	2,123.86	\$	-
	8001PE	Rear Directional Control, Split LED Arrow Traffic Controller, 10 Lights	\$	1,656.24	\$	-
	8001PK	Rear Mounted Directional Control Arrow Board, Whelen Traffic Advisor,LED, One-Piece, 5' Long	\$	4,892.50	\$	-
	8002P	Hand Light w/Bumper Plug	\$	385.22	\$	-
	8003P	Hand Light w/Retractable Reel	\$	573.71	\$	-
	8002PA	Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug	\$	372.86	\$	-
	8004P	Revolving Light, Rear, Federal Signal 100 Series, Amber	\$	696.28	\$	-
	8004PB	Revolving LED Beacon, Front Federal Signal SLR Series, Amber	\$	1,035.15	\$	-
	8004PC	Revolving LED Beacon, Rear Federal Signal SLR Series, Amber	\$	1,035.15	\$	-
	8005P	H.A.L.O. (Handsfree Accessory Light Option)	\$	2,987.00	\$	-
	8007P	Strobe Light, Rear, Federal Signal US-5 Series, Amber	\$	1,104.16	\$	-
	8007PC	Strobe Light, LED, Rear, Federal Signal, Amber	\$	1,104.16	\$	-
	8008P	Brackets and Wiring for Customer Installed Strobe/Revolving Light, Rear	\$	440.84	\$	-
	8007PB	Strobe Light, LED, Cab Guard, Federal Signal, Amber	\$	1,126.82	\$	-
	8008PA	Brackets and Wiring for Customer Installed Strobe/Revolving Light, Cab Guard	\$	450.11	\$	-
	8012P	Additional Handlight Connector, Rear	\$	149.35	\$	-
	8013P	Rear Beacon Limb Guard	\$	203.94	\$	-
	8013P	Front Beacon Limb Guard	\$	203.94	\$	-
	8020PE	Lighting Package, 6 Federal Signal Strobe Lights	\$	1,628.43	\$	-
	8020PH	10 Light Package, 10 Federal Signal Strobe Lights, LED	\$	2,202.14	\$	-
1	8020PL	14 Light Package, 14 Federal Signal Strobe Lights, LED	\$	3,393.85	\$	3,393.85
	8020PM	Federal Signal Strobe Lights - 4 Light LED System	\$	669.50	\$	-
1	8027P	LED Mid-Ship Turn Signals	\$	561.35	\$	561.35
	8028P	Worklights (2), LED, Fixed Boom	\$	829.15	\$	-
	8028P	Worklights (2), LED, Extendable Boom	\$	829.15	\$	-
	8028P	Worklights (2), LED, Telescoping Boom	\$	829.15	\$	-
	8028P	Worklights (2), LED, 5 x 5 Boom	\$	829.15	\$	-
1	8028P	Worklights (2), LED, 10 x 15 RDB	\$	829.15	\$	829.15
1	8029P	Worklights (2), LED, Rear Door	\$	673.62	\$	673.62
1	8029PA	Worklight, LED, Operators Station	\$	676.71	\$	676.71
1	8029PB	Worklight, LED, Hose Reel Manhole	\$	676.71	\$	676.71
1	8029PC	Worklight, LED, Curb Side	\$	337.84	\$	337.84
1	8029PD	Worklight, LED, Street Side	\$	337.84	\$	337.84
	9001P	Ziebart Corrosion Protection	\$	1,577.96	\$	-

	9001PA	Road Salt Protection	\$	387.28	\$	-
	9021PA	Camera System, Front and Rear	\$	648.90	\$	-
1	9021PB	Camera System, Front, Rear and Both Sides	\$	1,249.39	\$	1,249.39
1	9023P	Safety Cone Storage Rack - Drop in Style	\$	169.95	\$	169.95
	9023PA	Safety Cone Storage Rack - Post Style	\$	169.95	\$	-
	9023PB	Additional Safety Cone Storage Rack - Drop in Style	\$	169.95	\$	-
	9023PC	Additional Safety Cone Storage Rack - Post Style	\$	169.95	\$	-
	9024P	Water Cooler Storage Rack	\$	169.95	\$	-
	9027P	Regen Warning System	\$	432.60	\$	-
	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers	\$	2,056.91	\$	-
1	9070PB	Long Handle Tool Storage	\$	362.56	\$	362.56
	9071P	Tooltray, Behind Cab	\$	750.87	\$	-
	9071PF	Toolbox, Behind Cab - 14w x 36h x 96d	\$	3,306.30	\$	-
	9071PA	Partial Toolbox, Behind Cab - 17w x 30h x 48d	\$	2,553.37	\$	-
	9071PE	Toolbox, Behind Cab - 16w 30h x 96d	\$	3,280.55	\$	-
	9072PA	Toolbox, Driver Side Chassis Frame, 60w x 24h x 24d	\$	2,700.66	\$	-
	9072PB	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d	\$	1,660.36	\$	-
	9073PA	Toolbox, Passenger Side Chassis Frame, 30w x 18h x 24d	\$	1,774.69	\$	-
	9074PB	Toolbox, Driver Side Subframe, 16w x 20h x 24d	\$	1,372.99	\$	-
	9074PA	Toolbox, Driver Side Subframe, 18w x 24h x 24d	\$	1,372.99	\$	-
	9074PC	Toolbox, Driver Side Subframe, 18w x 15h x 10d	\$	1,372.99	\$	-
	9075PC	Toolbox, Driver Side Subframe, 36w x 20h x 12d	\$	1,372.99	\$	-
	9075PB	Toolbox, Driver Side Subframe, 48w x 20h x 12d	\$	1,372.99	\$	-
	9075PA	Toolbox, Driver Side Subframe, 60w x 20h x 12d	\$	1,372.99	\$	-
	9071PFL	Toolbox, Behind Cab - 14w x 36h x 96d - with Lighting	\$	3,563.80	\$	-
	9071PAL	Partial Toolbox, Behind Cab - 17w x 30h x 48d - with Lighting	\$	2,810.87	\$	-
	9071PEL	Toolbox, Behind Cab - 16w 30h x 96d - with Lighting	\$	3,538.05	\$	-
1	9072PBL	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d - with Lighting	\$	1,917.86	\$	1,917.86
	9072PAL	Toolbox, Driver Side Chassis Frame, 60w x 24h x 24d - with Lighting	\$	2,958.16	\$	-
	9073PAL	Toolbox, Passenger Side Chassis Frame, 30w x 18h x 24d - with Lighting	\$	2,032.19	\$	-
	9074PBL	Toolbox, Driver Side Subframe, 16w x 20h x 24d - with Lighting	\$	1,630.49	\$	-
1	9074PAL	Toolbox, Driver Side Subframe, 18w x 24h x 24d - with Lighting	\$	1,630.49	\$	1,630.49
	9074PCL	Toolbox, Driver Side Subframe, 18w x 15h x 10d - with Lighting	\$	1,630.49	\$	-
	9075PCL	Toolbox, Driver Side Subframe, 36w x 20h x 12d - with Lighting	\$	1,630.49	\$	-
	9075PBL	Toolbox, Driver Side Subframe, 48w x 20h x 12d - with Lighting	\$	1,630.49	\$	-
	9075PAL	Toolbox, Driver Side Subframe, 60w x 20h x 12d - with Lighting	\$	1,630.49	\$	-

Total List Price Vactor Portion	\$	343,785.16
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Other Contract Items	Sell Rate	
	\$ -	\$ -
	\$ -	\$ -
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	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
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	\$ -	\$ -
	\$ -	\$ -
Total Other Contract Items		\$ -

1
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1

After Market Items at List Price		
500655B-30 1 Printed Full Vactor Manual	\$ 150.00	\$ 150.00
Shut Off Valves at Front and Rear Hand Gun Couplers	\$ 750.00	\$ 750.00
4016PA Heavy Duty RDB	\$ 1,600.00	\$ 1,600.00
5029PA RDB Washout Coupling	\$ 115.00	\$ 115.00
Drivers Side Front Bumper Aluminium Basket	\$ 775.00	\$ 775.00
1"x 600'ft 2500psi Parker Rodder Hose	\$ 1,045.00	\$ 1,045.00
*Debris Body Painted Black, International Cab Painted Blue, (see chassis spec for details)	\$ -	\$ -
*High Pressure Hose Reel Mounted Passenger Side Bumper Behind Post Facing Curb	\$ -	\$ -
*OAL Not to Exceed 37'Ft	\$ -	\$ -
*Rear Pipe Rack Removed, 3:00 Door Port Removed	\$ -	\$ -
Total After Market Items At List Price		\$ 4,435.00

Total Items at List Price	\$	348,220.16
4.5% Discount Per Contract	\$	(15,669.91)

Sell Price Before Chassis And Other Additions	\$	332,550.25
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Hours
0

Training	
Onsite Repair Technician Training (Per Hour-Portal to Portal))	\$ 325.00 \$ -
Onsite Operator Training (Per Hour - Portal to Portal)	\$ 325.00 \$ -
Remote Repair Technician Training (Per Hour)	\$ 150.00 \$ -

	Remote Operator Training (Per Hour)	\$ 150.00	\$ -
	Total Training		\$ -

Qty	Chassis Discount	Chassis Pricing - (Please Verify Compatibility With Body Purchased)	List Price	Sell Price
0	45%	International HV513	\$ -	\$ -
0	25%	International 4300	\$ -	\$ -
0	25%	International MV607	\$ -	\$ -
1	25%	Internatioanl HV607	\$ 165,956.00	\$ 124,467.00
0	45%	Kenworth T800	\$ -	\$ -
0	25%	Kenworth T880	\$ -	\$ -
0	25%	Kenworth T440	\$ -	\$ -
0	25%	Kenworth T370	\$ -	\$ -
0	25%	Kenworth T300	\$ -	\$ -
0	25%	Other Compatible KW Models (Fill in Here)	\$ -	\$ -
0	35%	Freightliner 114SD	\$ -	\$ -
0	15%	Freightliner 108SD	\$ -	\$ -
0	15%	Freightliner M2 106	\$ -	\$ -
0	15%	Other Compatible FL Models (Fill In Here)	\$ -	\$ -
1	39%	PeterBilt 365	\$ -	\$ -
0	19%	Peterbilt 367	\$ -	\$ -
0	19%	Peterbilt 320	\$ -	\$ -
0	19%	Peterbilt 567	\$ -	\$ -
0	19%	Peterbilt 348	\$ -	\$ -
0	19%	Other Compatible PB Models (Fill in Here)	\$ -	\$ -
0	37%	Western Star 4700	\$ -	\$ -
0	17%	Other Compatible WS Models (Fill in Here)	\$ -	\$ -

Chassis Sell Price	\$ 124,467.00
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Trade In / Travel/Other		
Special IH Chassis Customer Discount		\$ (6,000.00)
Note Kent, WA Sales Tax 10.1% plus .3% Veicle Tax		
Total Trade In / Other		\$ (6,000.00)

Total Sell Price Before Taxes	\$ 451,017.25
Add Sales Taxes	Rate 10% \$ 46,905.79
Total Sell Price	\$ 497,923.05

Customer Approval	Date
Owen Representative Approval	Date



**PURCHASE ORDER #22-038-ERR-001
SPECIAL PROVISIONS
EXHIBIT B**

1. **Delivery.** Advance coordination of the work shall be made with the Project Manager Wil Ludemann, (360) 299-1515.

2. **Supplier Bears Risk.** The risk of loss or damage shall be borne by Supplier at all times until the Acceptance of the Goods or Services by City. Delivery of items specified on the PO to the designated delivery point must be as Freight-On-Board (FOB) Destination, Freight Prepaid.

3. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Supplier must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Supplier's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

4. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, PO Number and Price, or Amended Price. Supplier shall allow 30 days for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

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

5. **Withholding Payment.** In the event the City determines that the Supplier has failed to perform any obligation under this PO within the times set forth in this PO, then the City may withhold from amounts otherwise due and payable to Supplier the amount determined by the City as necessary to cure the default, until the City Attorney determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Supplier to terminate or damages, provided that the City promptly gives notice in writing to the Supplier of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Supplier of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Supplier acts within the times and in strict accord with the provisions of the Disputes clause of this PO. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the PO, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Supplier, (3) to set off any amount so paid or incurred from amounts due to become due the Supplier. In the event the Supplier obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Supplier by reason of good faith withholding by the City under this clause.

6. **Final Payment: Waiver of Claim** the Supplier's acceptance of final payment shall constitute a waiver of claims, except those previously and properly made and identified by the Supplier as unsettled at the time request for final payment is made.

7. Inspection.

A. Of the Work

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the PO shall at all times have access to the work wherever it is in progress or being performed, and the Supplier shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Supplier of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the PO. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. Project Manager's Authority

The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Supplier may appeal to the City Attorney whose decision shall be final. The PO shall be carried out under the general control of the representative of the City administering the PO, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Supplier shall comply with any and all orders and instructions given by the representative of the particular Department administering the PO in accordance with the terms of the PO. Nothing herein contained, however, shall be taken to relieve the Supplier of his/her obligations or responsibilities under the PO.

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

9. **Insurance Requirements**

A. Insurance Term: The Supplier 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: The Supplier's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Supplier 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: The Supplier 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 shall be named as an additional insured** under the Supplier'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: The Supplier shall maintain the following insurance limits:

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

E. Other Insurance Provision: The Supplier'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 the City shall be excess of the Supplier'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: The Supplier shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Supplier before goods, materials or supplies will be accepted by the City.

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

I. Failure to Maintain Insurance: Failure on the part of the Supplier 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 Supplier to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Supplier from the City.

J. City Full Availability of Supplier Limits: If the Supplier 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 Supplier, irrespective of whether such limits maintained by the Supplier 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.

10. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Supplier, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

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

12. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this PO or out of the use of any material furnished or work or services performed hereunder, Supplier shall defend City against any such

suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

13. The City's Right to Terminate PO.

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

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

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

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

16. Covenant Against Contingent Fees. The Supplier warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Supplier, to solicit or secure this PO, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Supplier, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this PO. For breach or violation of this warranty, the City shall have the right to annul this PO without liability or, in its discretion to deduct from the PO price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. Disputes

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

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

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

D. Dispute Resolution: In the event of a dispute between the City and the Supplier arising out of this PO, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Supplier to have oversight over the administration of this PO. Said representatives shall meet within thirty (30)

calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

18. **Force Majeure.** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City

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

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

21. **Severability.** If any term or condition of this PO or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this PO are declared severable.

22. **Survival of PO Termination.** The provisions of the following paragraphs and the liability of the Supplier for default during the term of the PO shall survive, notwithstanding the termination or invalidity of this PO for any reason: The City's Right to Terminate PO; Governing Law; Disputes; Defense & Indemnity.

23. **Notices.** Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221

CONTRACTOR:

Owen Equipment Company
Peter Blaikie
PO Box 515458
Los Angeles, CA 90051

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



City Council Meeting January 10, 2022

Public Works Vactor Sewer Truck Purchase

Cost \$497,923.05 Washington State Procurement contract
6% price increase January 24th

Current status: 2 Vactor trucks
2017 Primary Equipment
2002 Backup Equipment

Proposed: 2 Vactor Trucks
2022 Primary
2017 Backup
2002 surplus [to be sold]

Equipment Replacement Reserve [ERR] :
2022 will begin a standard replacement fund/schedule
2017 has a partial ERR balance
2002 has no ERR balance
proceeds from 2002 sale will
supplement the 2017 ERR balance





City Council Agenda Bill

Meeting Date: January 10, 2022 **Agenda Item:** 8.e.

Agenda Item Title: Housing Affordability and Community Services Committee Report on Unmet Community Service Needs

Staff Contact(s): RYAN WALTERS, CAROLYN MOULTON, CHRISTINE CLELAND-MCGRATH

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Joann Stewart	Committee Report

Item Summary: Housing Affordability & Community Services Committee Report to City Council on Unmet Community Service Needs

Budget Impact:
None

Previous Action: In accordance with Ordinance 3078, Section 7, "The City Council Housing Affordability & Community Services Committee is directed to work with existing community service providers, city departments, and the public to identify the social services needs of city residents in financial, emotional, or mental health crisis and develop a plan to strengthen and ensure those services or resources are provided by city or third-party providers."

Recommended Motion: N/A

Alternative Actions: N/A

Attachments (listed in order presented):

1. HACS Council Presentation 2022-01-10



Unmet Needs in Anacortes

HOUSING AFFORDABILITY & COMMUNITY SERVICES COMMITTEE • ANACORTES CITY COUNCIL • JANUARY 2022

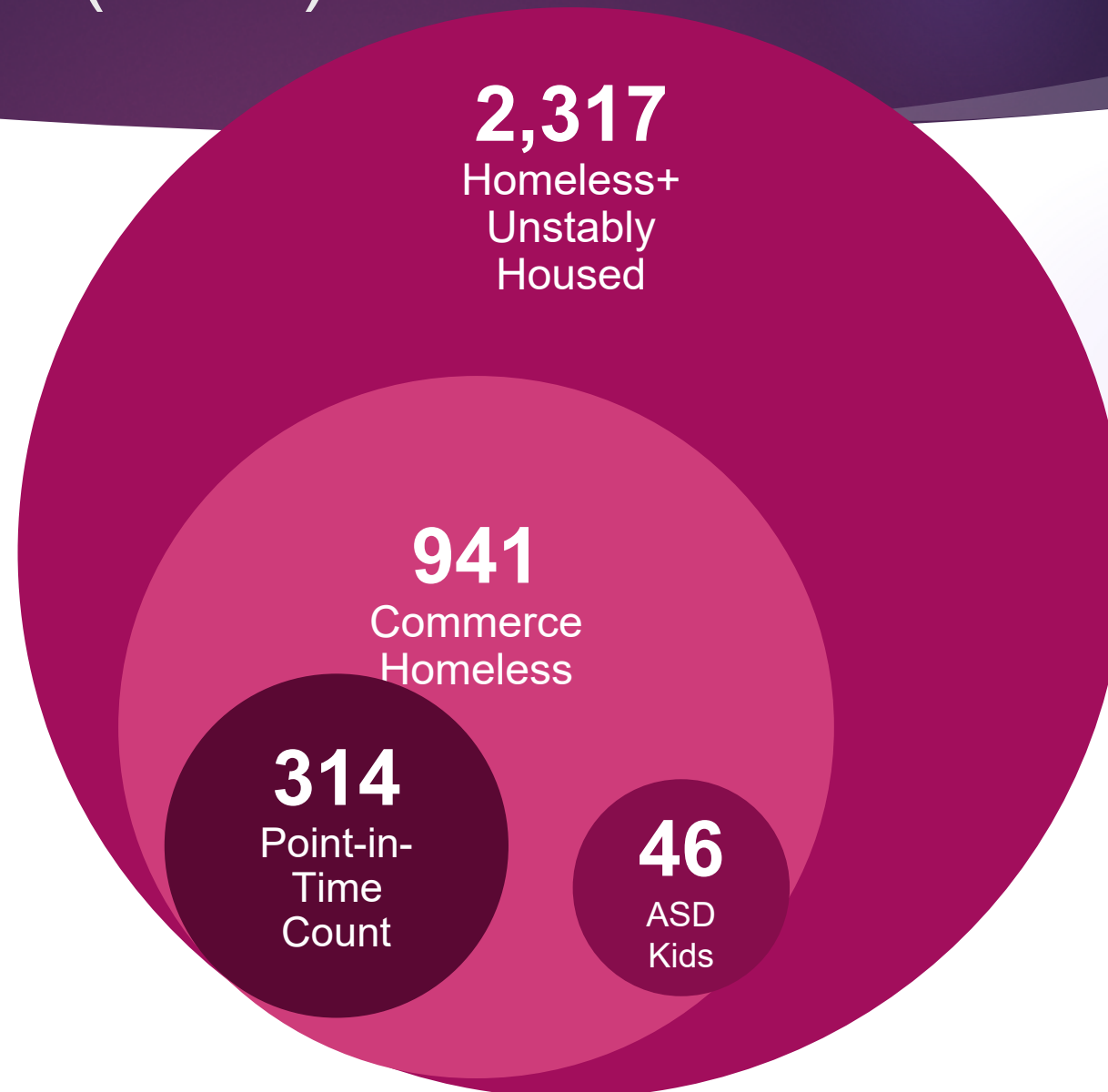
Background



Ordinance 3078 (2020):

Section 7. The City Council Housing Affordability & Community Services Committee is directed to work with existing community services providers, city departments, and the public to identify the social services needs of city residents in financial, emotional, or mental health crisis and develop a plan to strengthen and ensure those services or resources are provided by city or third-party providers. The plan must be data-driven and must identify appropriate and sustainable funding sources. The HACCS Committee must report its findings and recommendation to the City Council and community by June 30, 2021.

Skagit Homeless (2020)



Anacortes Family Center



Program/Location	Units	Households	Individuals	Children	Success Rate
Emergency Shelter (up to 3 mos)	9	61	161	89	74%
Transitional Shelter (up to 2 yrs)	9	15	37	18	100%
Affordable Housing (30-60% AMI)	20	24	52	22	—
Motel Voucher	—	78	161	21	—
Total	38	178	511	150	

Anacortes Housing Authority



Building	Units	Residents	Program	Income Range
Harbor House	50	51	PH/Elderly + Disabled	0-80% AMI
Cypress Homes	14	38	PH/Family	0-80% AMI
Cottonwood Place	14	43	PH/Family	0-80% AMI
The Willows	22	57	PH/Family	0-80% AMI
Maple Leaf Apartments	4	12	PH/Family	0-80% AMI
Evergreen Place	2	6	PH/Family	0-80% AMI
Hawthorne Place	4	7	PH/Family	0-80% AMI
Cedar Estates	2	4	PH/Family	0-80% AMI
Pear Tree Townhomes	7	13	Affordable	0-80% AMI
Wilson Hotel	25	24	Tax Credit	30-50% AMI
Bayview Apartments	46	91	Tax Credit/Section 8	0-60% AMI
Total	190	346		

211 on the AHA waiting list; 177 for studio and 1-bedroom units; preference for local applicants

What We've Done



- ◆ Listening sessions with interested community members
- ◆ Circulated questionnaire to 149 people/organizations
- ◆ Hosted meeting of service providers (~50 representatives attended)
- ◆ Met weekly for 14+ weeks with service provider participation
- ◆ Met with other expert resources, including homelessness consultant, county and state officials

Targeted Meetings With



- ◆ First Step resident Cynthia Omdal
- ◆ Mount Vernon PD Social Worker Erin von Fempe and Lt. Mike Moore
- ◆ Northsound Behavioral Health Assistant Director Margaret Rojas
- ◆ State Representatives Alicia Rule, Alex Ramel, Debra Lekanoff
- ◆ Homelessness consultant Colin DeForrest
- ◆ Skagit County Chief of Corrections Don Marlow
- ◆ Skagit County Court Commissioner Jim Dolan
(commissioner for Involuntary Treatment Act hearings)
- ◆ Unite Us Community Engagement Manager Roosevelt Woods

Who We've Involved



- ◆ Doug Fakkema, Island Hospital
- ◆ Eric Johnson, Community Health Council
- ◆ Dustin Johnson, Anacortes Family Center
- ◆ Nina Lundsten, Anacortes Family Center
- ◆ Brian Clark, Anacortes Housing Authority
- ◆ Susan Rooks, Anacortes Housing Authority
- ◆ Samantha Irons, NW Regional Council
- ◆ Susan Cassin, Salvation Army
- ◆ Bill Turner, Skagit Habitat for Humanity
- ◆ Nicole Mortimer, Anacortes School District
- ◆ Jodi Dean, Skagit Home Trust
- ◆ Jodi Meekins, adult daycare advocate
- ◆ Sandi York, Skagit Community Action

- ◆ **Don Measamer, Planning Director**
- ◆ **Joann Stewart, PCED Program Coordinator**
- ◆ **Dave Floyd, Police Chief**
- ◆ Jonn Lunsford, Parks Director
- ◆ Steve Monrad, AFD Community Paramedic
- ◆ Jeff Vogel, Library Director

Top **5** Categories of Need

- ◆ **Housing**
- ◆ **Behavioral and physical health**
- ◆ Childcare, adult day care
- ◆ Legal aid, tenant aid, criminal aid, domestic violence
- ◆ Vulnerable populations (e.g., seniors, disabled, veterans)

Identified Problems Buckets



Communication &
Coordination



Housing



Behavioral
Health



Communication & Coordination



- ◆ Communication and coordination *between* human services agencies needs improvement
- ◆ Human services are very fragmented
- ◆ No central communication hub for providers, fragmented system
 - ◆ APD, Parks and Rec, Library staff are encountering people in need
 - ◆ Finance Dept has a role to play
- ◆ Interim steps:
 - ◆ Weekly meetings facilitate inter-agency communication
 - ◆ “Unite US” free online platform for service providers
 - ◆ City contracted with AFC to provide support to APD
- ◆ Goals
 - ◆ ensure people in need are referred to existing services that can help them
 - ◆ help people BEFORE their needs become acute, e.g., become homeless



Housing



- ◆ Identified needs
 - ◆ Availability of housing affordable to all income levels
 - ◆ Studio/one-bedroom/SRO units (both market-rate and low-income)
- ◆ Emergency shelter
 - ◆ Cold Weather Shelter
 - ◆ Low Barrier Shelter (ex: First Steps)
 - ◆ Rental assistance vouchers not widely accepted
 - ◆ Near-zero vacancy
- ◆ Dayroom—warm/shower/bathroom facilities
- ◆ Housing Action Plan will help clearly define issues and guide strategies to address them.



New GMA Requirements

RCW 36.70A.070



[City's Comprehensive Plan must include...] (2) A **housing element** that:

...

(d) Makes adequate provisions for **existing** and **projected** needs of **all economic segments of the community**, including:

- (i) Incorporating consideration for **low, very low, extremely low**, and **moderate-income** households;
- (ii) Documenting programs and actions needed to **achieve housing availability** including gaps in local funding, barriers such as development regulations, and other limitations;
- (iii) Consideration of **housing locations in relation to employment location**; and
- (iv) Consideration of the role of accessory dwelling units in meeting housing needs; ...

(h) Establishes antidisplacement policies, with consideration given to

- ◆ the preservation of historical and cultural communities
- ◆ as well as investments in low, very low, extremely low, and moderate-income housing;
- ◆ equitable development initiatives;
- ◆ inclusionary zoning;
- ◆ community planning requirements;
- ◆ tenant protections;
- ◆ land disposition policies; and
- ◆ consideration of land that may be used for affordable housing.



What We're Doing



- ◆ **New Comp Plan and development regulations**
 - ◆ townhouses, multifamily, cottage standards
 - ◆ bonus height provision for income-based or smaller units
 - ◆ impact and connection fee waiver program
- ◆ **Yes for Housing** sales tax measure to fund income-based rental housing
- ◆ Participating in **Skagit Housing Consortium**
- ◆ Ongoing conversations with Skagit Habitat for Humanity about using vacant city-owned parcel



New Housing Permitted in 2020-2021



Type	Market-Rate (2020)	Market-Rate (2021)	Low-Income (2021)
Single-Family Residences	47	60	—
Cottage Housing	—	4	14
Townhome (units)	—	47	5
Duplex/Triplex (units)	9	5	—
Apartment (units)	52	8	21
ADUs	16	13	—
Totals	124	137	40



Sales Tax-Assisted Projects



The Landing Apartments

Anacortes Family Center

21 units (5 for Island Hospital first responders) + childcare facility

Broke ground in 2021

Expected completion 2023

Birch Tree Village Townhomes

Anacortes Housing Authority

5 townhouses; 0-60% AMI

Broke ground in 2021

Expected completion 2022



Olson Building Rehabilitation

Anacortes Housing Authority

15-20 housing units + first-floor retail

AHA will start after townhouses

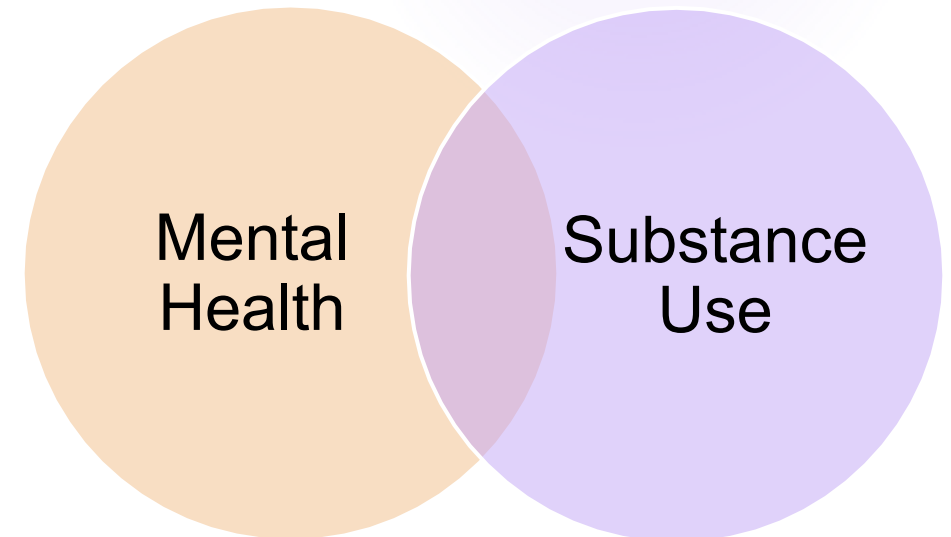


Behavioral Health



“**Behavioral health**” = both mental health and substance use disorders, which often coexist

- ◆ Severity of problems exist along a continuum
 - ◆ some people may need temporary interventions
 - ◆ some people may need long-term care
- ◆ Critically important to have **continuity** of care





BIG GAPS in Behavioral Health



- ◆ Washington State ranks 45 out of 50 states in mental health treatment (Mental Health of America, 2020)
- ◆ Bottlenecks in evaluation
- ◆ Countywide gap in sufficient facilities and bed space in evaluation and treatment facilities
- ◆ Almost no long-term treatment facilities; no identified course of action at State level for mental health infrastructure
- ◆ County/regional behavioral health providers in area are at/beyond capacities for accepting new patients.
 - ◆ Severe shortage of social workers
 - ◆ Long wait times for assignment to case manager



Behavioral Health



- ◆ Behavioral health treatment can be voluntary or involuntary
 - ◆ In Anacortes, extended response times for County-Designated Crisis Responders (DCRs)
 - ◆ Statewide, new restrictions on law enforcement response for mental health crisis
- ◆ Recently, Anacortes Police have successfully navigated the ITA initial detention process
 - ◆ But hit the bottleneck of treatment availability
- ◆ Fire Department recently added Community Paramedic position
 - ◆ Mobile Integrated Healthcare model
- ◆ didg'walic Wellness Center has developed an integrated care model
 - ◆ Substance Use Disorder and mental health counseling, medical and dental care
 - ◆ Medication Assisted Therapies (MAT) and psychiatric medication management

Other Measures



◆ Expanding Childcare

- Streamlining permit process for daycare in the R4 zone
- Waive impact and connection fees for early learning facilities serving low-income families

Next Steps/Long-Term Approaches



Behavioral Health

- Work with Skagit County to improve timely access to Designated Crisis Responders
- Lobby state officials for more mental health resources for Skagit
- City staff training for serving those with behavioral health problems or intellectual/developmental disabilities



Housing Affordability & Availability

- **Housing Action Plan**
- Low-Barrier Community Shelter/Day Room
- Continued participation in the Skagit Housing Consortium
- Continued support of AFC/AHA
- Exploration of Habitat for Humanity partnership
- Work on cost burden issues (utilities, childcare)



Communication & Coordination

- Continue exploration of UniteUs App
- Ongoing meetings with local service providers
- Improve direct coordination with Skagit County on human services issues
- Explore countywide governance model for human services issues/funding
- **1 FTE Human Services Coordinator**