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- 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.
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Anacortes City Council
Municipal Building Council Chambers
904 6th Street

June 20, 2023
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Finance Committee (Report)
 - b. Housing Affordability and Community Services Committee (Report)
 - c. Public Works Committee (Report)
 - d. Economic Development Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of June 12, 2023 (Action)
 - b. Approval of claims in the amount of \$326,323.75 (Action)
 - c. Street Fair Application: Fourth of July Parade (Action)
 - d. Street Fair Application: Whale of a Sale (Action)
6. **Other Business**
 - a. * Temporary Access Easement: Dike District 17 (Action)
 - b. Contract Award: Water Plant System Reliability Upgrades - Phases 4 & 5 #23-173-WTR-001 (Discussion/Action)
 - c. Contract Award: Washington Park Prefabricated Restroom Purchase #23-071-PRK-002 (Discussion/Action)
 - d. Contract Approval: Reimbursement Agreement Between Administrative Office of the Courts & City of Anacortes for Blake Decision #23-183-MCT-001 (Discussion/Action)
7. **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.*

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.

Anacortes City Council Minutes - June 12, 2023

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of June 12, 2023 at 6:00 p.m. Councilmembers Ryan Walters, Anthony Young, Christine Cleland-McGrath, and Amanda Hubik were present. Councilmember Bruce McDougall participated in the meeting remotely via Zoom. Councilmembers Carolyn Moulton and Jeremy Carter were absent.

Mr. Young moved, seconded by Ms. Hubik, to excuse the absence of Mr. Carter. The motion carried unanimously by voice vote.

Mr. Walters moved, seconded by Ms. Cleland-McGrath, to excuse the absence of Ms. Moulton. The motion carried unanimously by voice vote.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller reminded the public of the ongoing Skagit County burn ban in effect from June 9th. He then announced that with the ongoing waterline replacement work, there will be a temporary water shutdown from 9pm - 6am on June 20-21 affecting residents south of the Skyline Way and Kingsway intersection. He then reviewed the 'See-Click-Fix' application that can be used by citizens to report issues, share feedback and ask questions regarding city public services and facilities. He concluded his remarks by announcing that Mayor Pro Tempore Young would lead next week's City Council meeting due to the mayor attending the Association of Washington Cities annual conference.

Housing Affordability and Community Services Committee

Ms. Cleland-McGrath reported from the Housing Affordability and Community Services Committee meeting held June 7th. The topics discussed included the Habitat for Humanity lease, a discussion with Steve Simmons of Community Action regarding challenges associated with outreach strategy, the upcoming June 14th Skagit Homeless Service Provider discussion group at 9am in the Burlington Library, and the 2023 legislative summary.

Planning Committee

Mr. Walters reported from the Planning Committee meeting held earlier in the evening. The topics discussed included code amendments for housing options, as well as parklets and sidewalk restaurant uses.

Public Safety Committee

Ms. Hubik reported from the Public Safety Committee meeting held on June 6th. Fire Department topics discussed included the addition of North Sound Accountable Community of Health as an outreach partner, the pending application for a grant from the Association of Washington Cities, recruitment for entry level paramedics, emergency medical technicians, and lateral hires.

Police topics included a hiring update with lateral hires and entry-level officers coming to the academy that will fill four of the five open vacancies, and a new law enforcement training academy to be established in Skagit County with the first class commencing in November.

Port / City Liaison Committee

Ms. Hubik reported from the Port / City Liaison Committee meeting held on June 6th. The topics discussed included a Q Avenue pedestrian crossing, an interlocal agreement for cooperative construction, the RV parking lot project with groundbreaking in early July, noise complaints at the marine terminal, and finding alternate

event locations with the impending closure of the Port Transit Shed.

Wreaths Across America

Gary and Sue Follstad, co-chairs of Wreaths across America, and Darcy Storme of the Auxiliary American Legion Post 13 introduced the Wreaths Across America program, referring to a slide presentation that was added to the packet materials for the meeting.

Police Department Accreditation Award

Police Chief Dave Floyd presented the Police Department Accreditation award, detailing the accreditation cycle that transpired over the period from 2019-2022.

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

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

a. Minutes of June 5, 2023

b. Approval of claims in the amount of \$926,445.27

The following vouchers/checks were approved for payment:

EFT numbers: 106457 through 106518, total \$627,449.71

Check numbers: 106519 through 106547, total \$271,423.78

Wire transfer numbers: 325364 through 325950, total \$27,571.78

c. Street Fair Application: Gut Run Car Show

d. Contract Award: Purchase of Wide Area Mower #23-172-ERR-001

Other Business

Ordinance 4051: Title 9 Update

City Attorney, Darcy Swetnam, introduced Ordinance 4051: Title 9 Update, referring to a slide presentation that was added to the packet materials for the meeting.

Mayor Miller invited the public to comment on the agenda item. No one present wished to address the Council on the agenda item.

Discussion topics included:

- Prosecutions under the existing city code.
- Effective date of the legislation.

RYAN WALTERS moved, seconded by AMANDA HUBIK, to approve Ordinance 4051, the first draft document in the agenda packet.

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Resolution 3021: Update to Personnel Policies

Human Resources Director, Reilly Wynn, introduced Resolution 3021: Update to Personnel Policies, referring to a slide presentation that was included in packet materials for the meeting.

Discussion topics included:

- Information Technology policy summary.

ANTHONY YOUNG moved, seconded by CHRISTINE CLELAND-MCGRATH, to approve Resolution 3021 adopting updated City personnel policies.

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 6:45 p.m. the Anacortes City Council meeting of June 12, 2023 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the June 20, 2023 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
325768	8/31/2022	96271	WHITNEY EQUIPMENT CO INC	PS13 AND PS15 PUMP REBUILDS	\$ 11,480.20	dwwtp
326195	1/11/2023	319422	DOORMAN COMMERCIAL, LLC	DOOR CLOSER REPLACEMENT FOR WWTP	\$ 615.91	pwfac
326109	1/31/2023	42298	ZUMAR INDUSTRIES, INC.	SIGN SUPPLIES	\$ 2,825.54	dshop
326127	2/23/2023	G528899	KAMAN INDUSTRIAL TECHNOLOGIES	MAINTENANCE SUPPLIES - INFLUENT	\$ 1,377.64	dwwtp
326430	4/5/2023	INV058066	TRAFFIC SAFETY SUPPLY CO. INC	SNS CAPS/CROSSPIECES/PREMARK HC	\$ 854.60	dshop
326287	5/11/2023	21378TC	NW SAFETY SIGNS INC	SR 20 FLAGGING WATER DEPARTMENT	\$ 1,880.44	dwwtp
326291	5/11/2023	23-10709	EDGE ANALYTICAL, INC	WATER ANALYSIS - WEEKLY BULK WATER MONITORING	\$ 658.00	dwwtp
326186	5/16/2023	339670	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 484.20	pwfac
326188	5/23/2023	339670A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 726.31	pwfac
325927	5/23/2023	PS-INV104826	WHITNEY EQUIPMENT CO INC	MAINTENANCE SUPPLIES - INCINERATOR	\$ 1,734.80	dwwtp
326406	5/25/2023	05/25/2023	ECONOWASH LAUNDRY&CLEANERS	UNIFORM CLEANING 4/25-5/25/2023	\$ 23.12	apd
325530	5/26/2023	110230036300	EJ USA, INC	SEWER BOLT DOWN LID	\$ 248.03	pwfac
326111	5/31/2023	0173	SKAGIT COUNTY SOLID WASTE FUND	MAY TONNAGE HAULED	\$ 118,320.94	dshop
325932	5/31/2023	10-0523ANCTWQAP-P2	CONFLUENCE ENGINEERING GROUP L	WATER QUALITY ASSESSMENT AND PLANNING - APRIL & MAY 2023	\$ 3,072.00	dwwtp
326029	5/31/2023	11899	PETDATA, INC	PETDATA LICENSING FEES MAY	\$ 500.00	finance
326279	5/31/2023	12671	NATIONAL TESTING NETWORK, INC	CPAT FOR 6 VOLUNTEERS	\$ 870.00	medic
326292	5/31/2023	23-13162	EDGE ANALYTICAL, INC	WATER ANALYSIS - WEEKLY BULK WATER MONITORING	\$ 658.00	dwwtp
326295	5/31/2023	23-15613	EDGE ANALYTICAL, INC	WATER ANALYSIS - WEEKLY BACT FINISHED	\$ 19.00	dwwtp
326124	5/31/2023	BI-0363225	BECKWITH & KUFFEL	WWTP FLUIDIZED BLOWER MOTOR BEARING REPLACEMENT/ALIGNMENT	\$ 7,580.10	dwwtp
326116	5/31/2023	FB-2154	CITY OF MOUNT VERNON	DARK FIBER	\$ 350.00	fiber
326409	5/31/2023	INV777808	DAY WIRELESS SYSTEMS INC	RADIO BATTERIES	\$ 1,186.79	apd

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
326105	6/1/2023	052-0010-00	CITY OF ANACORTES	OPS 5/1-5/30/23	\$ 1,676.10	dshop
326299	6/1/2023	129856	SKAGIT COUNTY TREASURER	2023 PROPERTY TAXES - 9029 MOLLY LN.	\$ 1,139.36	finance
326119	6/1/2023	138214	VENTEK INTERNATIONAL	WA PARK PAY STATION MONITORING 6/1-6/30/23	\$ 135.00	parks1
325955	6/1/2023	190-1840-00	CITY OF ANACORTES	UTILITY BILL 05-2023	\$ 6,987.49	dwwtp
326296	6/1/2023	23-15726	EDGE ANALYTICAL, INC	WATER ANALYSIS - WEEKLY BACT IN-TOWN	\$ 209.00	dwwtp
325942	6/1/2023	2494084-0043-3	WASTE MANAGEMENT	WTP GARBAGE, RECYCLING PICKUP 5/1-5/31/23	\$ 189.70	dwwtp
326187	6/1/2023	340619	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 351.52	pwfac
326303	6/1/2023	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 5/1-5/31/23	\$ 138.00	finance
326304	6/1/2023	55362	JET CITY TRUCKING & AGGREGATE	SAND FOR STOCKPILE	\$ 1,327.36	wdist
326285	6/1/2023	9170253394	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE - JUNE 2023	\$ 983.56	pw1
325758	6/2/2023	23-13873	EDGE ANALYTICAL, INC	LAB TESTING - SLUDGE METALS	\$ 293.25	dwwtp
326297	6/2/2023	23-15753	EDGE ANALYTICAL, INC	WATER ANALYSIS - FLUORIDE BH	\$ 31.00	dwwtp
326274	6/2/2023	3742583	ZOLL MEDICAL CORPORATION	PEDI-PADZ ELECTRODES	\$ 201.97	medic
325900	6/2/2023	INV-001167	ACE CLEAN	MAINTENANCE - OUTSIDE SERVICE - FLOOR	\$ 325.00	dwwtp
326184	6/2/2023	INV-001168	ACE CLEAN	CARPET CLEANING OF HR OFFICE	\$ 150.00	pwfac
326110	6/3/2023	233757	LAKESIDE INDUSTRIES, INC.	ASPHALT- COMMERCIAL AVE & 5TH & K AVE PROJECTS	\$ 1,094.69	wdist
326106	6/5/2023	1993354	MILES SAND & GRAVEL CO.	RESTOCK CITY BUNKERS	\$ 212.16	dshop
326277	6/5/2023	52596	KRIEG CONSTRUCTION, INC	ASPHALT DISPOSAL- STREET DEPT	\$ 87.61	dshop
326114	6/6/2023	1993511	MILES SAND & GRAVEL CO.	RESTOCK CITY BUNKERS	\$ 636.48	dshop
326118	6/6/2023	230676	T-SHIRTS BY DESIGN	REC PROGRAM SUPPLIES	\$ 54.40	pkrec
326288	6/6/2023	2392	THE CLEAN TEAM	2023 JANITORIAL SERVICES - SENIOR CENTER/CITY HALL AS NEEDED CLEANINGS	\$ 1,440.00	pw1
326289	6/6/2023	2393	THE CLEAN TEAM	2023 JANITORIAL SERVICES - MAY 2023	\$ 4,776.00	pw1
326189	6/6/2023	340619A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 45.83	pwfac
326190	6/6/2023	340873	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 661.29	pwfac
326306	6/6/2023	52599	KRIEG CONSTRUCTION, INC	ASPHALT DISPOSAL- STREET DEPT	\$ 275.22	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
325925	6/6/2023	PS-INV105009	WHITNEY EQUIPMENT CO INC	FREIGHT CHARGE - PUMP STATION PUMP 01	\$ 321.94	dwwtp
326174	6/7/2023	13609905	HACH COMPANY	CL17 MAINTENANCE KITS X 8 FOR	\$ 4,889.17	dwwtp
326407	6/7/2023	220013286491	PUGET SOUND ENERGY INC	APD 5/6-6/6/23	\$ 2,023.73	apd
326181	6/7/2023	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 5/6-6/6/23	\$ 53.82	finance
326276	6/7/2023	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION 5/6 - 6/6/23	\$ 34.18	dshop
326267	6/7/2023	220021901958	PUGET SOUND ENERGY INC	1958 PW TSUNAMI WARNING 5/6-6/6/23	\$ 10.89	dwwtp
326030	6/7/2023	23-15326	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT NO2 & NO3 WEEKLY	\$ 26.35	dwwtp
326298	6/7/2023	26-16257	EDGE ANALYTICAL, INC	WATER ANALYSIS - WEEKLY BACT FINISHED	\$ 19.00	dwwtp
326115	6/7/2023	71142329	WASHINGTON STATE DEPARTMENT	TRAINING, CRUCIAL CONVERSATIONS ONLINE	\$ 468.00	fiber
326405	6/7/2023	8292-1	ANACORTES TOWING, LLC	TOWING; APD CASE 23-A03965	\$ 169.73	apd
326404	6/7/2023	8560-2	ANACORTES TOWING, LLC	TOWING; APD CASE 23-A03975	\$ 195.84	apd
326113	6/7/2023	9332472651	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC SPLICE CASES	\$ 5,218.74	fiber
326033	6/7/2023	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; MAY 2023	\$ 441.00	apd
326175	6/7/2023	I6415601	HD FOWLER COMPANY INC	FREIGHT FOR REMA LINE DOC 325954, INV I6411902	\$ 103.18	dwwtp
326107	6/7/2023	INV6476	ANGEL ARMOR, LLC	UPFIT PARTS- #3001, #3002, #3003	\$ 2,259.38	dshop
326032	6/7/2023	S202310765	SUPERIOR SYSTEMS, INC	MAINTENANCE - OUTSIDE SERVICE	\$ 389.67	dwwtp
326031	6/7/2023	S202310766	SUPERIOR SYSTEMS, INC	MAINTENANCE - OUTSIDE SERVICE	\$ 704.60	dwwtp
326422	6/8/2023	008489	ISSQUARED, INC	BARRACUDA TOTAL EMAIL PROTECTION 6/19/2023-6/18/2024	\$ 27,642.82	infosys
326126	6/8/2023	062023	SCOTT MILO GALLERY/FRAMEMAKER	ART WALK ADVERTISING	\$ 31.00	parks1
326269	6/8/2023	104765	MCCULLOUGH HILL PLLC	CITY OF ANACORTES - AVENUE A LANDFILL	\$ 862.50	legal
326410	6/8/2023	1078854	FERGUSON ENTERPRISES, INC	WATER METER INVENTORY	\$ 4,251.88	wdist
326307	6/8/2023	113125	WALTON BEVERAGE COMPANY, INC	10 LBS. COFFEE (6/8)	\$ 133.00	medic
326103	6/8/2023	113126	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 165.00	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
326182	6/8/2023	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 5/9-6/7/23	\$ 12.79	finance
326278	6/8/2023	220013297498	PUGET SOUND ENERGY INC	CASINO DR UNDER TWIN BRIDGE 5/9 - 6/7/23	\$ 23.26	dshop
326268	6/8/2023	220022355618	PUGET SOUND ENERGY INC	5618 TSUNAMI SIREN - 500 T AVENUE - 5/9- 6/7/23	\$ 10.89	dwwtp
326302	6/8/2023	23-16589	EDGE ANALYTICAL, INC	WATER ANALYSIS - WEEKLY BACT IN-TOWN	\$ 209.00	dwwtp
326120	6/8/2023	230690	T-SHIRTS BY DESIGN	REC PROGRAM SUPPLIES	\$ 565.76	pkrec
326123	6/8/2023	2855926	FOSTER GARVEY PC	WATER UTILITY ISSUES - MAY 2023	\$ 997.50	legal
326191	6/8/2023	340619B	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 210.89	pwwfac
326192	6/8/2023	340934	BAY CITY SUPPLY	FACILITIES USE	\$ 147.59	pwwfac
326305	6/8/2023	52604	KRIEG CONSTRUCTION, INC	GLASS G ASPHALT- STREET DEPT	\$ 13,806.83	dshop
326427	6/8/2023	600001371	SKAGIT REGIONAL HEALTH	HEARING TEST & PHYSICAL	\$ 168.00	dshop
326419	6/8/2023	9928	KUZMA DDS, DAVID	LEOFF1 RETIREE DENTAL COPAY	\$ 162.60	hr
326275	6/8/2023	AN 92727	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 150.76	medic
326122	6/8/2023	E 202306080045	SIMPLIFILE, LC	MACY FIBER EASEMENT - 4116 ELLISPORT PLACE	\$ 217.38	fiber
326121	6/8/2023	E 202306080046	SIMPLIFILE, LC	ARNESON HORAN FIBER EASEMENT- 4114 ELLISPORT PLACE	\$ 219.38	fiber
326260	6/8/2023	INV00035873	USA BLUE BOOK	PH BUFFER 6.0	\$ 61.25	dwwtp
326108	6/8/2023	RefundKrause	KRAUSE JR, WILLIAM	WA PARK CAMPING REFUND	\$ 111.00	parks1
326102	6/8/2023	RefundVanDeusen	VAN DEUSEN, RUSSELL	WA PARK PICNIC REFUND	\$ 47.00	parks1
326293	6/9/2023	23-13844	EDGE ANALYTICAL, INC	WATER ANALYSIS - TTHM/HAA5	\$ 1,384.00	dwwtp
326294	6/9/2023	23-15456	EDGE ANALYTICAL, INC	WATER ANALYSIS - WEEKLY BACT RAW	\$ 63.00	dwwtp
326270	6/9/2023	I6419905	HD FOWLER COMPANY INC	MAINTENANCE SUPPLIES - PUMP STATION 15	\$ 2,804.76	dwwtp
326280	6/9/2023	IN1888590	MUNICIPAL EMERGENCY SERVICES	SCBA REPAIR	\$ 72.41	medic
326178	6/9/2023	INV2660386	COPIERS NORTHWEST, INC	CANON/IRC5560I	\$ 457.66	finance
326179	6/9/2023	Ref000326179	TOMOVICK, LARRY	PERMIT BLD-2023-0313 REFUND PER EMAIL	\$ 69.30	bldg
326180	6/9/2023	SUP MAY 23	SKAGIT LAW GROUP, PLLC	PROS SERV - SUPP MAY 2023 CC	\$ 1,677.50	attorney
326284	6/10/2023	000088	HUNTER, JOSHUA	BLS OTEP TRAINER - 5/24/23, 5/31/23, 6/5/23	\$ 495.00	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
326417	6/10/2023	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 6/19-7/18/23	\$ 140.09	finance
326272	6/12/2023	002	ANACORTES FAMILY CENTER	OUTREACH TEAM AGREEMENT: MARCH, APRIL	\$ 12,043.35	medic
326262	6/12/2023	040-1020-02	MCEWEN, BOYD	UB Refund Cst #059846	\$ 8.37	finance
326263	6/12/2023	070-2600-03	CARTUS FINANCIAL CORP	UB Refund Cst #062795	\$ 118.91	finance
326428	6/12/2023	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE 5/11-6/9/23	\$ 9,194.45	dwwtp
326282	6/12/2023	23-039-WTR-0011	RAW LAND CONSTRUCTION LLC	RETAINAGE RELEASE - CONTRACTOR PROVIDED A RETAINAGE BOND	\$ 29,258.95	pw1
326261	6/12/2023	23-15925	EDGE ANALYTICAL, INC	LAB REPORTS - EFFLUENT N02 & N03 WEEKLY	\$ 26.35	dwwtp
326429	6/12/2023	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 5/6-6/6/23	\$ 4,655.91	dwwtp
326423	6/12/2023	300000300008	PUGET SOUND ENERGY INC	WWTP PUMP STATIONS 5/6-6/6/23	\$ 3,499.81	dwwtp
326426	6/12/2023	300000305007	PUGET SOUND ENERGY INC	SKYLINE STREET LIGHTS: 05/03-06/01/23	\$ 426.19	dshop
326266	6/12/2023	700-5320-00	KESSLAU, GREGORY & TAYA	UB Refund Cst #064889	\$ 36.87	finance
326424	6/12/2023	ESO-113232	ESO SOLUTIONS, INC	JULOTA PROGRAM (TRACKING FREQUENT 911 USERS)	\$ 864.97	medic
326425	6/13/2023	2023 Dues	SKAGIT COUNTY FIRE CHIEFS	2023 DUES	\$ 376.50	medic
326418	6/13/2023	230709	T-SHIRTS BY DESIGN	PEE WEE BASEBALL SHIRTS	\$ 910.66	pkrec
326420	6/13/2023	B16872220	SHI INTERNATIONAL CORP.	FORTITOKENS FOR VENDOR MFA	\$ 457.66	infosys
326403	6/13/2023	ContractGBasketball	SEAHAWK ATHLETIC BOOSTER ASSOC	PAYMENT FOR GIRLS YTH BASKETBALL CAMP	\$ 1,628.00	pkrec
326402	6/13/2023	ContractGVolleyball	SEAHAWK ATHLETIC BOOSTER ASSOC	PAYMENT FOR RUNNING VOLLEYBALL CAMP	\$ 1,722.00	pkrec
326416	6/13/2023	INV2661463	COPIERS NORTHWEST, INC	Canon/IRC5870i/3rd Floor 5/11-6/10/23	\$ 271.31	finance
326499	6/13/2023	20231168	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING 06/2023	\$ 4,122.96	finance
326301	6/23/2023	23-072-SEW-0011	SUPERIOR SYSTEMS, INC	RETAINAGE RELEASE	\$ 3,111.90	pw1
	Total				\$ 326,323.75	



City Council Agenda Bill

Meeting Date: June 20, 2023 **Agenda Item:** 5.c.

Agenda Item Title: Street Fair Application: Fourth of July Parade

Staff Contact(s): JONN LUNSFORD

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Motion
JONN LUNSFORD	

Item Summary: Annual Fourth of July Parade

Budget Impact:
No impact

Previous Action:

Recommended Motion: I move to approve the street fair application

Alternative Actions: Do Not Approve

Attachments (listed in order presented):
1. Street Fair Application: 4th of July Parade



Street Fair Application Processing

Administrator adds this event to the City Council agenda, creates the agenda bill, downloads the reviewed application and any attachments using the link in the email, and uploads those attachments in CivicClerk to go into the City Council packet.

View Anacortes Municipal Code [Chapter 7.04, Special Events](#)

Application

Application Date *

6/12/2023

Event Name *

Fourth of July Parade

Mailing Address *

PO Box 547

Event Contact Email *

jonnl@cityofanacortes.org

Event Website**Event Description ***

Annual Fourth of July Parade

Will food vendors participate in this event? *

All Food Vendors must be inspected by the Fire Marshall on site prior to the start of the event.

☐ Yes ☒ No

Date Event Starts *

7/4/2023

Date Event Ends *

7/4/2023

Applicant/Organization Name *

City of Anacortes

Event Contact Person *

Jonn Lunsford

Event Contact Phone *

(360) 293-1918

Estimated Number of Participants/Attendees *

5000

Time Event Starts *

10:00:00 AM

Time Event Ends *

1:00:00 PM

Date Street Closure Starts *

Include requested closures before and after the event hours if required for set up and tear down.

7/4/2023

Time Street Closure Starts *

8:00:00 AM

Date Street Closure Ends *

7/4/2023

Time Street Closure Ends *

2:00:00 PM

Event Location *

List end points of each street that will be closed (e.g. 6th Street from O Ave to Q Ave). Also include location and dimensions of any structures that will be erected and locations of the event that will not be on city street right of way.

Commercial Avenue from 3rd Street to 10th Street. 10th Street from Commercial to O Avenue

Parking Location

List any public parking areas that the event requests to use for dedicated event parking, including handicapped parking.

City Hall. Depot.

Event Map (optional)

Upload one or more maps of the event

[4th of July Parade Route.pdf](#) 915.15KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[AnnieCurtisProfp2.png](#) 1.46MB

Download the Indemnification Agreement [here](#).

Signage

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more than 72 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

The applicant may be required to provide public liability insurance subject to the provisions of AMC 7.04.100. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I state that I am over the age of 18, that I agree to assume responsibility for the above-described event and to abide by all conditions stipulated by the approval of the application. *

☒ Yes

Signature

Jonn Lunsford

Admin Review

Council Meeting Date *

Target date for presentation to City Council; no later than 30 days prior to event

6/19/2023

Staff Review Deadline *

Staff review/approval required no later than 7 days prior to City Council meeting to allow packet preparation

6/12/2023

Administrator comments and conditions of approval

We hope you are able to approve this today to get onto City Council Agenda next week. Thank you for understanding!

Insurance Certificate

Insurance certificate may be required by staff or as a condition of Council approval

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

N/A

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

Police Unit participating in the parade. APD Auxiliary Patrol Units assisting with street closures.

Police Department concerns, objections, or conditions of approval *

None

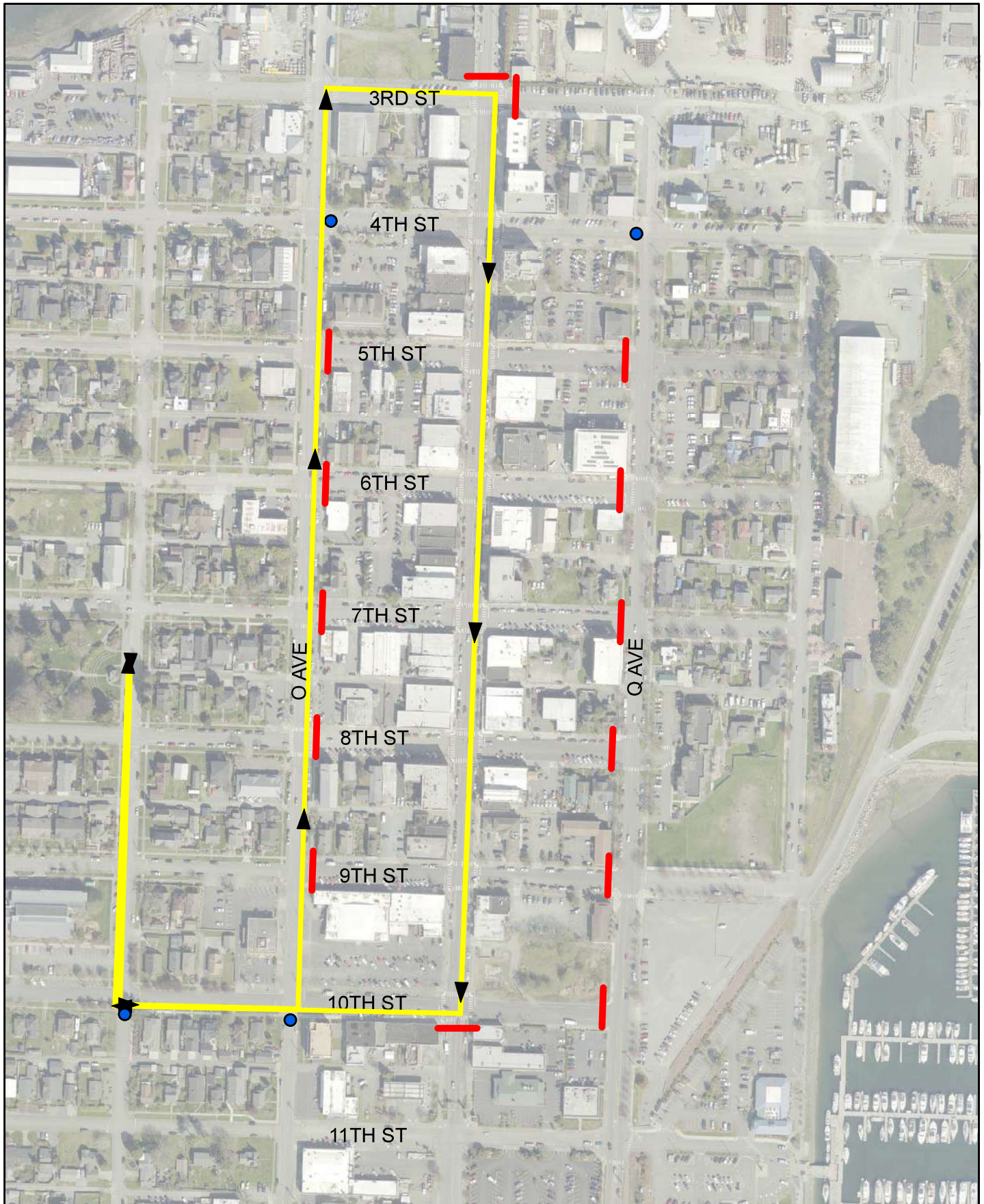
Public Works Department will provide the following services for this event:

Public Works Department concerns, objections, or conditions of approval *

None

Departmental attachments

Upload any staff memos, guidelines, or requirements that will be in effect for this event.



July 4th - Parade Route

-  Street Barricade
-  Auxillary Barricade





City Council Agenda Bill

Meeting Date: June 20, 2023 **Agenda Item:** 5.d.

Agenda Item Title: Street Fair Application: Whale of a Sale

Staff Contact(s): Stephanie Snyder

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Stephanie Snyder	Motion
John Coleman	

Item Summary:

The Downtown Anacortes Alliance is thrilled to partner with our local businesses and with the Chamber of Commerce to make this year's Whale of a Sale bigger than ever before with 33 participating businesses downtown. Local shops are bringing their best deals outdoors. Local restaurants will have drink specials in their outdoor seating. Local musicians will be playing outdoors. We can't wait to see all of your shiny happy faces enjoying the summer on the sidewalks downtown, finding great deals, a new favorite store or restaurant, and old friends. Come through the parking lot at the visitors center to say hi, learn about the Downtown Anacortes Alliance, and enjoy music and games with friends.

Budget Impact:

None

Previous Action:

Recommended Motion: Approve

Alternative Actions: Do Not Approve

Attachments (listed in order presented):

1. Whale of a Sale CC Packet



Street Fair Application Processing

Administrator adds this event to the City Council agenda, creates the agenda bill, downloads the reviewed application and any attachments using the link in the email, and uploads those attachments in CivicClerk to go into the City Council packet.

View Anacortes Municipal Code [Chapter 7.04, Special Events](#)

Application

Application Date *

6/12/2023

Event Name *

Whale of a Sale

Applicant/Organization Name *

Downtown Anacortes Alliance -DAA

Mailing Address *

317 Commercial Ave Anacortes WA 98221

Event Contact Person *

Cathy Enns

Event Contact Email *

cathy.enns@gmail.com

Event Contact Phone *

(805) 441-5676

Event Website

<https://downtownanacortesalliance.org/2023/06/02/wt>

Estimated Number of Participants/Attendees *

1000

Event Description *

8 block sidewalk sale The Downtown Anacortes Alliance is thrilled to partner with our local businesses and with the Chamber of Commerce to make this year's Whale of a Sale bigger than ever before with 33 participating businesses downtown. Local shops are bringing their best deals outdoors. Local restaurants will have drink specials in their outdoor seating. Local musicians will be playing outdoors.

Will food vendors participate in this event? *

All Food Vendors must be inspected by the Fire Marshall on site prior to the start of the event.

☒ Yes ☐ No

Date Event Starts *

6/24/2023

Time Event Starts *

11:00:00

AM ▼

Date Event Ends ***Time Event Ends *****Date Street Closure Starts ***

Include requested closures before and after the event hours if required for set up and tear down.

Time Street Closure Starts ***Date Street Closure Ends *****Time Street Closure Ends *****Event Location ***

List end points of each street that will be closed (e.g. 6th Street from O Ave to Q Ave). Also include location and dimensions of any structures that will be erected and locations of the event that will not be on city street right of way.

NO STREET CLOSURE. Retailers will put merchandise outside of their shops on the sidewalk. Kids games will be held at Visitor Center Parking Lot. Busker Musicians will be placed around the area. A Band in the Chamber Parking Lot.

Parking Location

List any public parking areas that the event requests to use for dedicated event parking, including handicapped parking.

Event Map (optional)

Upload one or more maps of the event

[whale of a sale map.pdf](#)

696.98KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[whale of a Sale -Special-Event-...](#) 199.86KB

Download the Indemnification Agreement [here](#).

Signage

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more than 72 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

The applicant may be required to provide public liability insurance subject to the provisions of AMC 7.04.100. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I state that I am over the age of 18, that I agree to assume responsibility for the above-described event and to abide by all conditions stipulated by the approval of the application. *

☒ Yes

Signature

STEPHANIE SHYDEL IN BEHALF OF CATHY EMMIS DAA

Admin Review

Council Meeting Date *

Target date for presentation to City Council; no later than 30 days prior to event

6/20/2023 

Staff Review Deadline *

Staff review/approval required no later than 7 days prior to City Council meeting to allow packet preparation

6/13/2023

Administrator comments and conditions of approval

This is for a city wide downtown sidewalk sale. There is no street closure. This event is sponsored by the Downtown Anacortes Alliance. Please Approve asap.

Insurance Certificate

Upload

Insurance certificate may be required by staff or as a condition of Council approval

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

N/A

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

Routine police patrols; extra presence in the downtown business district.

Police Department concerns, objections, or conditions of approval *

None

Public Works Department will provide the following services for this event:

Public Works Department concerns, objections, or conditions of approval *

None

Departmental attachments

Upload any staff memos, guidelines, or requirements that will be in effect for this event.

Upload

Comments

Council Packet Complete

Cancel Application



SPECIAL EVENT INDEMNIFICATION AGREEMENT

The undersigned applicant, by signing below, certifies that the applicant is the authorized officer of the sponsoring organization and agrees as follows:

Pursuant to Anacortes Municipal Code Title 7.04.090, the undersigned applicant agrees to defend, indemnify and hold the City of Anacortes, its agents, employees and officers, harmless from any and all claims, injuries, suits, damages, losses, demands and judgments including the attorneys' fees and other costs of their defense, arising out of in whole or in part, the activities, omissions or appliances of the applicant, his employees, agents, volunteers or otherwise, except any claims arising from the sole negligence of the City. The applicant further agrees to comply with all provisions of pertinent laws, rules and regulations, and agrees that any failure to so comply may lead to revocation of an applicant's permit. This Indemnification Agreement constitutes substantial adequate consideration in return for the City's issuance of a special event permit.

Date: June 12, 2023

Jordan Hay

Name and Title – Printed

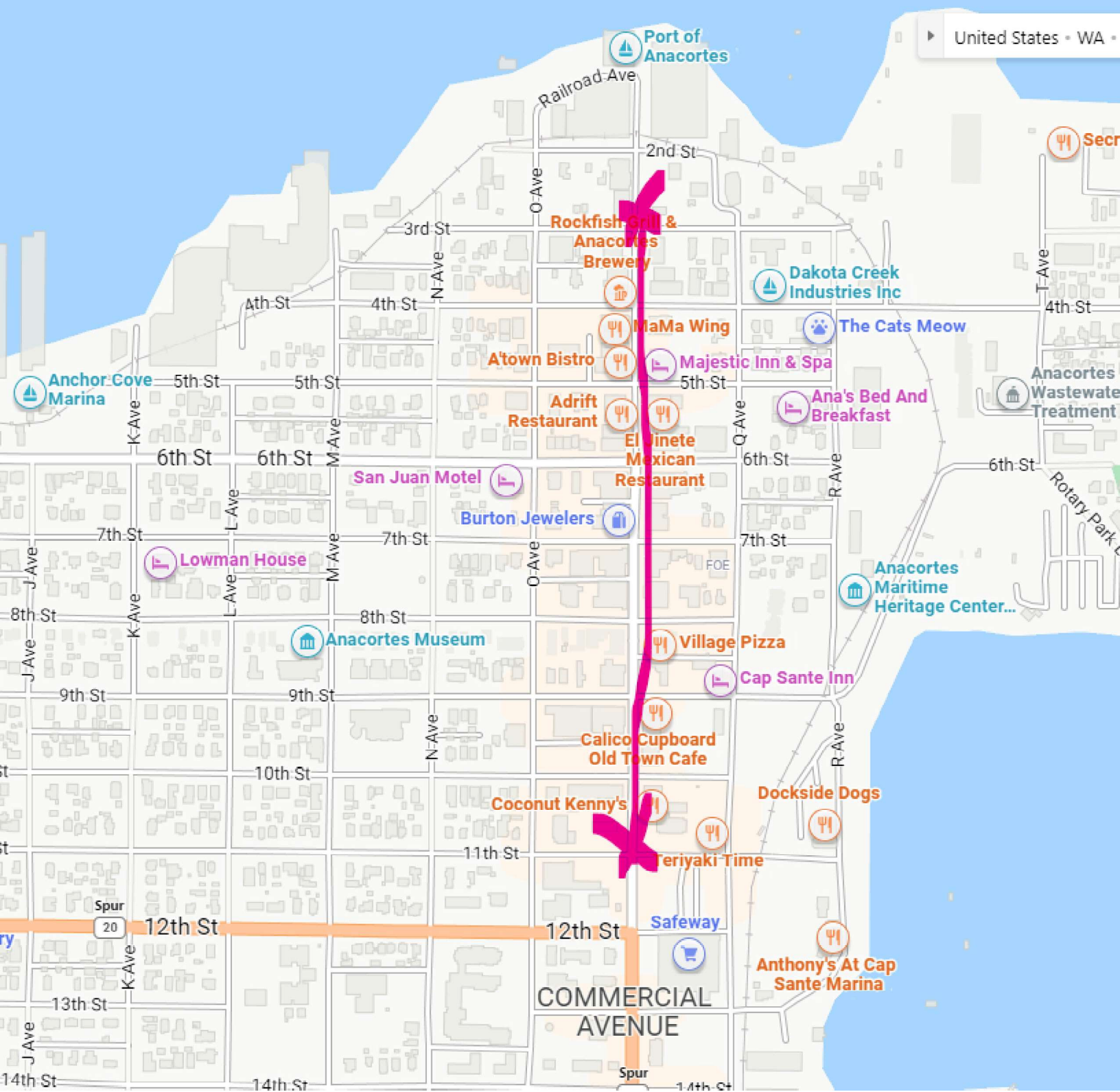
Jordan Hay

Jordan Hay (Jun 12, 2023 16:33 PDT)

Signature

Name and Title – Printed

Signature





City Council Agenda Bill

Meeting Date: June 20, 2023 **Agenda Item:** 6.a.

Agenda Item Title: Temporary Access Easement: Dike District 17

Staff Contact(s): DARCY SWETNAM

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Motion
DARCY SWETNAM	

Item Summary: Dike District 17 is requesting a temporary access easement over city property across the street from the water treatment plant to complete a levy rehabilitation project on the left bank of the Skagit River. They are working with the U.S. Army Corps of Engineers on the rehabilitation project. Staff have reviewed the easement and negotiated provisions to protect the City's interest and ensure the project doesn't interfere with City or contractor access to the water treatment plant during the old WTP demolition project.

Budget Impact:
N/A

Previous Action: N/A

Recommended Motion: I move we grant Dike District 17 the easement as presented in the packet and authorize the Mayor to execute the document.

Alternative Actions: Decline to grant the easement.

Attachments (listed in order presented):
1. City of Anacortes Esmt (Final)

TEMPORARY ACCESS EASEMENT

THIS TEMPORARY ACCESS AGREEMENT (“Agreement”) is made and entered into this 12th day of June, 2023 by and between THE CITY OF ANACORTES, a municipal corporation, and its successors and assigns (“Grantor”), and SKAGIT COUNTY DIKING DISTRICT NO. 17, a special purpose district of the State of Washington, its successors and assigns (“Grantee”) for use by the Grantee and by the United States, including but not limited to the United States Army Corps of Engineers and their respective representatives, agents, and contractors (collectively, “Corps”). This Easement is granted in connection with the work that is being undertaken adjacent to the Grantor’s property, necessary and incident to the construction and improvement of the Skagit River Levee Rehabilitation of Non-Federal Flood Control Work, Skagit County Diking District No. 17, Job No. SKA-01-22 (“Levee Repair Project”).

AGREEMENT

Now therefore, Grantor and Grantee agree as follows:

1. **Grant of Temporary Easement.** The Grantor, for good and valuable consideration, including but not limited to the levee work and repairs contemplated by the Levee Repair Project and the mutual covenants contained herein, hereby grants to Grantee the following described temporary access easement and right-of-way (“Easement”) in, on, over, and across the Grantor’s land as described and as depicted in **Section 8** of the map and the legal description attached as **Exhibit A**, which by this reference is incorporated herein, constituting approximately 0.9 acres (“Easement Area”). The Easement is granted to the Grantee for a period not to exceed one (1) year, beginning with the date possession of the Easement Area is granted to the Grantee for use by the United States, its representatives, agents, and contractors for the location, construction, operation, maintenance, alteration and replacement of road(s) and appurtenances thereto; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the Easement Area and to perform any other work necessary or incident to the Levee Repair Project reserving, however, to the Grantor the right to cross over or under the Easement Area as access to the Grantor’s adjoining land at the locations indicated in **Exhibit A** subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines. Grantee’s access to, and use of, the Easement Area will not interfere with Grantor’s access to its water treatment plant located on the real property commonly referred to as Skagit County Parcel No. P21670, including but not limited to the east entrance to the plant.

2. **Grantee's Access to and Use of the Easement Area.** The Easement granted under this Agreement is non-exclusive and the Grantor shall retain the unimpeded right to access and use the Easement Area provided Grantor's use does not interfere with Grantee's construction of its Levee Repair Project within the Easement Area for the purposes set forth in this Agreement.

3. General Provisions.

3.1 No Waiver of Breach. No failure by any parties to this Agreement to insist upon the strict performance of any term or condition of this Agreement, or to exercise any right or

3.2 Entire Agreement; Modifications. This Agreement represents the entire understanding between the parties with respect to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision in this Agreement may be waived, modified, amended, discharged, or terminated, except by an instrument in writing signed by both parties and then, only to the extent set forth in such instrument.

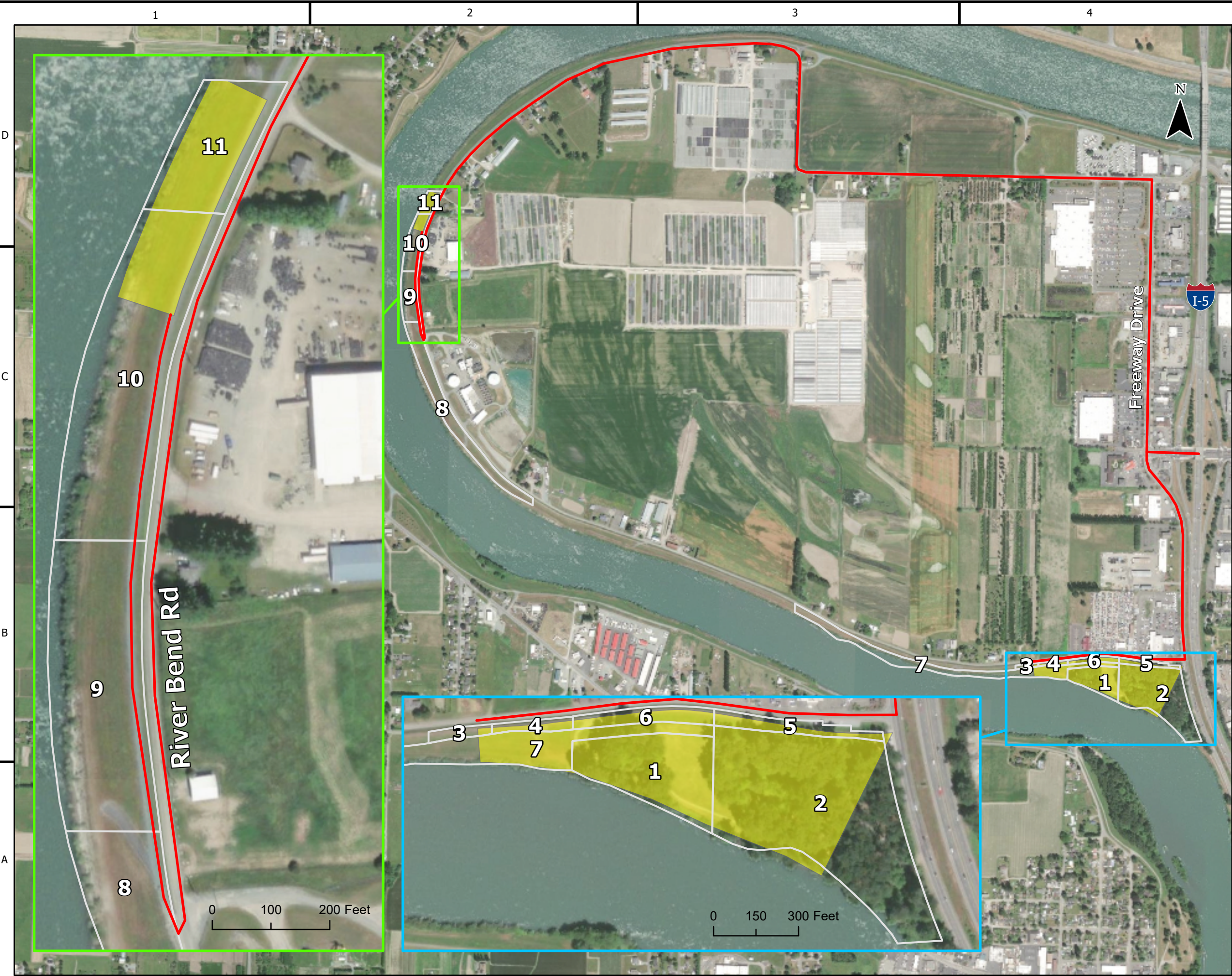
3.4 Insurance. Grantee agrees to provide for the benefit of Grantor an endorsement adding City of Anacortes as a named insured on Grantee's Certificate of Insurance for liability coverages issued by Enduris – Washington Governmental Entity Pool before work commences in the above-described Easement Area. It is further understood and agreed that all work to be performed is under the supervision and control of the U.S. Army Corps of Engineers for the Grantee as local sponsor.

3.5 Indemnification. Skagit County Diking District No. 17 (“Dike District No. 17”) will indemnify and defend Grantor from and against damages, claims, liabilities, actions, costs, and expenses, including but not limited to attorneys’ fees and costs, arising out of Dike District’s acts or omissions related to its use of the Easement. Dike District No. 17’s indemnification obligations as provided for herein, will extend to the cost of any permitting requirements necessitated by the acts or omissions of Dike District No. 17.

THE CITY OF ANACORTES, a municipal corporation

By: _____
Matt Miller, Mayor

**EXHIBIT A EASEMENT AREA AND
LEGAL DESCRIPTION**



**Emergency Management
Levee Rehab**

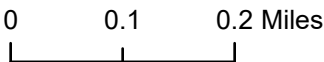
SKA-01-22
Skagit County Dike District No. 17
Levee Rehabilitation
Skagit County, WA
City of Mt. Vernon, WA



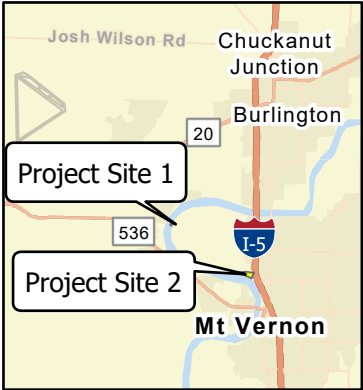
US Army Corps
of Engineers
Seattle District

Legend

- Temporary Access Easement
- Parcels
- Flood Protection Levee Easement



Vicinity Map



Designed by:	Date:	03-03-2023
Drawn by:	File #:	SEE SE-RE-TR
Checked by:	Rev:	
U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS SEATTLE, WASHINGTON		REAL ESTATE DIVISION TECHNICAL RESOURCES CADASTRAL

**Emergency Management
Levee Rehab**

SKA-01-22
Skagit County Dike District No. 17
Levee Rehabilitation
City of Mt. Vernon, WA

SKAGIT COUNTY

WASHINGTON

Notes:
THIS MAP IS NOT BASED ON
AN ACTUAL FIELD SURVEY.

Enclosure

1

Sheet of

Dike ROW Condemned under SCC No. 5074, Map ID No. 8

A tract of land in Lot 3, Section 18, Township 34 North Range 4, beginning south 2012 feet and east 212 feet from the north east corner of said Lot 3, thence N 71° 22' west 561 feet, thence north 65° 31' west 158 feet more or less to a point 427.8 feet from east line of said Lot 3, thence south to the Skagit River, thence easterly along the Skagit River to a place south of the place of beginning, thence north to the place of beginning, containing including county road.

Situate in the County of Skagit, State of Washington.



City Council Agenda Bill

Meeting Date: June 20, 2023 **Agenda Item:** 6.b.

Agenda Item Title: Contract Award: Water Plant System Reliability Upgrades - Phases 4 & 5 #23-173-WTR-001

Staff Contact(s): Henry Hash, BRIAN MCDANIEL

Approved for Submittal to Council by **Action Type**
TIFFANY MATSON Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$362,495.94 to Quality Controls Corporation (QCC) to perform the Water Plant System Reliability Upgrades - Phases 4 & 5.

Background:

1. History: This project will greatly improve the resiliency of the water treatment plant to operate at times of emergency. The project replaces the controls to pumps and motors at the Water Plant. During power outages and plant shutdowns, key equipment may become inoperable due to the controls hardware.

2. Key Terms:

- Contract is for a firm fixed price of \$362,495.94.
- The period of performance under this Agreement is for one year from contract full execution date.

3. Competitive Bidding: Quality Controls Corporation was designated sole source for PLC and SCADA system development and maintenance at the WTP via [Resolution 1930](#) at the 10/5/15 Council meeting.

Budget Impact:

Contractor	Quality Controls Corporation
Contract Amount	\$362,495.94
Earmarked Funds	\$350,000.00
BARS #	401.740.594.34.63

Budget Amendment Required?	No
Start Date	Inception
End Date	One year

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-173-WTR-001 with Quality Controls Corporation in the amount of \$362,495.94 to perform the Water Plant System Reliability Upgrades - Phases 4 & 5.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-173-WTR-001



AGREEMENT 23-173-WTR-001
Between
THE CITY OF ANACORTES
AND
QUALITY CONTROLS CORPORATION

WATER PLANT SYSTEM RELIABILITY UPGRADES - PHASE 4 & 5

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

WHEREAS, the City requires 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 Water Plant System Reliability Upgrades - Phase 4 & 5 as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Isaac Brunk, or his representative, hereinafter referred to as Project Manager.

2. **Delivery.** For all goods being shipped to the City, the Consultant shall:

- a. Deliver the items specified on the Contract to the designated FOB Point, as Freight-On-Board (FOB) Destination, Freight Prepaid within the time specified by the City. Timely delivery is of the essence to this Contract.
- b. When shipping item(s) to the City, Consultant shall obtain shipping insurance for the value of the item(s) through the shipping carrier with pre-approval of and at the cost of the City.
- c. Ensure all deliveries are made on a business day, during business hours (Monday through Friday, except City Council designated holidays, from 8:00 am, to 5:00 pm).
- d. Provide, at no additional charge, any goods, labor, packaging, crating or padding necessary to load, tie down and unload the item(s) to be delivered, so that they may be transported in a normal, safe manner without damage.
- e. Be liable for all risks for the item(s) until accepted by the City. The Consultant is responsible for any freight charges incurred in delivering the item(s) to the FOB Point. A representative of the City will sign the Consultant's delivery ticket to acknowledge receipt of the item(s) by the City. Unless the Consultant receives such signature, the City shall not be responsible for the receipt of the item(s). The City retains the right to inspect the delivered item(s) prior to acceptance, and shall not accept item(s) that do not conform to the requirements of this Contract.

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.

4. **Price and Payment Terms.** The work performed under this Agreement shall be performed for a firm fixed price of **Three Hundred Sixty-Two Thousand Four Hundred Ninety-Five Dollars and Ninety-Four Cents (\$362,495.94)**. The prices per service are detailed in Exhibit A.

5. **Period of Performance.** The period of performance under this Agreement is for one year from contract full execution date.

6. **Subcontracts.** The Consultant shall not subcontract the Scope of Work ("Work") unless detailed in this Agreement or the Project Manager approves in writing. If the Project Manager requests, the Consultant shall provide proof that the subcontractor has the experience, ability, and equipment the Work requires. "subcontractor" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Consultant. Each request to subcontract shall include the following information (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

- f. Relieve the Consultant of any responsibility to carry out the Contract,
- g. Relieve the Consultant of any obligations or liability under the Contract,
- h. Create any contract between the City and the subcontractor, or
- i. Convey to the subcontractor any rights against the City.

Consultant remains fully responsible for obligations, services, and functions performed by its subcontractor to the same extent as if such obligations, services, and functions were performed by Consultant's employees, and for purposes of the Agreement such work will be deemed work performed by Consultant. 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 subcontractor 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.

If dissatisfied with any part of the subcontracted Work, the Project Manager may request in writing that the subcontractor be removed. The Consultant shall comply with this request at once and shall not employ the subcontractor for any further Work under the Contract.

7. **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.

8. **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.

9. **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.

10. **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.

11. **New and Unused.** All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

12. **Warranty.** The Consultant shall return to the project and repair or replace all defects in workmanship and material discovered within one year after delivery of all items, including any necessary labor and materials. The Consultant shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another Consultant, in which case the cost of corrections shall be paid by the Consultant. In the event the Consultant does not accomplish corrections within the time specified, the work

will be otherwise accomplished and the cost of same shall be paid by the Consultant. When corrections of defects are made, the Consultant shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by City. In addition, the Consultant shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Consultant's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

13. **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.

14. **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.

15. **Indemnification / Hold Harmless**. 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. 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 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.

16. **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.
5. Technology Errors & Omissions (E&O)
6. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of City confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the City,

including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or City data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the City or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

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.
4. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
5. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

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: The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subconsultants' coverage.

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.

K. Safeguarding of Personal Information: The Consultant shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

The Consultant shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

The Consultant shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

The Consultant and its sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of City or as otherwise authorized by law.

The Consultant agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

The Consultant shall make the Personal Information available to amend as directed by City and incorporate any amendments into all the copies maintained by the Consultant or its subcontractors. Consultant shall certify its return or destruction upon expiration or termination of the Agreement and the Consultant shall retain no copies. If Consultant and City mutually determine that return or destruction is not feasible, the Consultant shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Consultant shall notify City in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Consultant shall take necessary steps to mitigate the harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by City. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

17. **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 business located within the city limits of Anacortes register the business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 within 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.

18. **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 their obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for their own methods and conduct during the period of performance.

19. **Standard of Care.** The Consultant represents that they have 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

20. **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.

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

22. **Acceptance.** Consultant acknowledges and agrees that these contract terms 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 contract terms supersede all conflicting or additional terms pre-printed on any purchase order, quote, invoice, Consultant's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

23. **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.

24. **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 through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment 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.

25. **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.

26. **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.

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

28. **Covenant Against Contingent Fees.** The Consultant warrants that they have 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 they have 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.

29. **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.

30. **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 of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. 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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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:

Quality Controls Corporation
James Cross
5015 208th Street, SW, Suite 1-B
Lynnwood, WA 98036

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 they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

CITY OF ANACORTES

By _____
Matt Miller, Mayor

Date _____

QUALITY CONTROLS CORPORATION

By _____

Title _____

Date _____

EXHIBIT A

Clarifications and Exclusions

1. The DeviceNet Network currently monitors the trip status of all breakers in the motor control centers. This information is not used in the control system and is not essential to the operation of the plant. This proposal does **NOT** include breaker monitoring over the ethernet network. This functionality could be added in the future if desired.
2. All motor sizing was determined from project bid documents and the Eaton MCC Drawing Package MSE0004903 dated 1/13/2012. Please confirm starter sizing for all equipment included in this proposal.
3. At this time it is unclear if the existing GE 369 Multilin Motor protection relays for the High Service pumps can be upgraded to communicate on the ethernet network. This proposal does **NOT** include converting the high service pumps to the industrial ethernet network. This can be evaluated at a future time.
4. QCC does **NOT** provide UL field inspection or recertification of the existing equipment modified on this project. QCC can provide these services for an additional fee if required by the local authority having jurisdiction.
5. QCC provides process control system cutover planning and coordination for all phases included in this proposal.
6. QCC provides all PLC, SCADA, Operator Interface, and network device programming and configuration services required for all phases included in this proposal.
7. QCC supplies field start-up, commissioning, and training as required for all phases included in this proposal.
8. QCC provides CAD-based drawings, Bill of Materials, and Operation and Maintenance manuals as required for all equipment included in this proposal.

Pricing

Phase 4 Scope of Work – Train 1 Motor Control Network Upgrade:	\$ 172,090.00
Phase 5 Scope of Work – Train 2 Motor Control Network Upgrade:	\$ 161,700.00
Subtotal:	\$ 333,790.00
State and Local Sales Tax (8.6%):	\$ 28,705.94
Total Price for all Material and Services Included in this Proposal:	\$ 362,495.94

Phase 4 Scope of Work – Train 1 Motor Controls Upgrade

1. QCC makes the following modifications to existing MCC-3910:
 - Replace QTY (6) Eaton C441L DeviceNet Communication Modules with Eaton C441R Ethernet/IP Communication Modules
 - Alum Transfer Pump Starter
 - Caustic Transfer Pump Starter
 - Dry Chem Room Exhaust Fan Starter
 - Wet Chem Room Exhaust Fan Starter
 - Chlorine Room Exhaust Fan Starter
 - QTY (2) Spare Starter
 - Replace all DeviceNet Cabling with Ethernet Cable
 - Remove 1788-CN2DN DeviceNet / ControlNet Converter
2. QCC makes the following modifications to existing MCC-4910:
 - Replace QTY (2) Eaton C441L DeviceNet Communication Modules with Eaton C441R Ethernet/IP Communication Modules
 - QTY (2) Spare Starter
 - Replace all DeviceNet Cabling with Ethernet Cable
 - Remove 1788-CN2DN DeviceNet / ControlNet Converter
3. QCC makes the following modifications to existing Area 49 standalone VFDs and Soft Starters:
 - Replace Low Lift Pump 1 VFD OPTC7 DeviceNet Card with OPTCQ Ethernet Card
 - Replace Low Lift Pump 3 VFD OPTC7 DeviceNet Card with OPTCQ Ethernet Card
 - Replace BWW Pump 1 VFD OPTC7 DeviceNet Card with OPTCQ Ethernet Card
 - Replace BWS Pump VFD OPTC7 DeviceNet Card with OPTCQ Ethernet Card
 - Replace FTW Pump 1 VFD OPTC7 DeviceNet Card with OPTCQ Ethernet Card
 - Replace Blower 1 RVSS OPTC7 DeviceNet Card with OPTCQ Ethernet Card
 - Replace all DeviceNet Cabling with Ethernet Cable
4. QCC makes the following modifications to existing MCC-6930:
 - Replace QTY (7) Eaton C441L DeviceNet Communication Modules with Eaton C441R Ethernet/IP Communication Modules
 - Decant Pump 1 Starter
 - Decant Pump 2 Starter
 - Decant Valve 1 Starter
 - Decant Valve 2 Starter
 - QTY (3) Spare Starter
 - Replace all DeviceNet Cabling with Ethernet Cable
 - Remove 1788-CN2DN DeviceNet / ControlNet Converter

Phase 5 Scope of Work – Train 2 Motor Controls Upgrade

1. QCC makes the following modifications to existing MCC-3920:
 - Replace QTY (1) Eaton C441L DeviceNet Communication Modules with Eaton C441R Ethernet/IP Communication Modules
 - QTY (1) Spare Starter
 - Replace all DeviceNet Cabling with Ethernet Cable
 - Remove 1788-CN2DN DeviceNet / ControlNet Converter
2. QCC makes the following modifications to existing MCC-4920:
 - Replace QTY (2) Eaton C441L DeviceNet Communication Modules with Eaton C441R Ethernet/IP Communication Modules
 - QTY (2) Spare Starter
 - Replace all DeviceNet Cabling with Ethernet Cable
 - Remove 1788-CN2DN DeviceNet / ControlNet Converter
3. QCC makes the following modifications to existing MCC-4930:
 - Replace QTY (7) Eaton VFD OPTC7 DeviceNet Card with Eaton OPTCQ Ethernet Card
 - Hot Water Pump 1
 - Hot Water Pump 2
 - Hot Water Pump 3
 - Hot Water Pump 4
 - Chilled Water Pump 1
 - Chilled Water Pump 2
 - Air Handling Unit 3
 - Replace QTY (12) Eaton C441L DeviceNet Communication Modules with Eaton C441R Ethernet/IP Communication Modules
 - Air Handling Unit 1 Starter
 - Air Handling Unit 2 Starter
 - Air Handling Unit 4 Starter
 - Emergency Sump Pump 1 Starter
 - Emergency Sump Pump 2 Starter
 - Sump Pump 1 Starter
 - Sump Pump 2 Starter
 - Sump Pump 3 Starter
 - QTY (4) Spare Starter
 - Replace all DeviceNet Cabling with Ethernet Cable
 - Remove 1788-CN2DN DeviceNet / ControlNet Converter
4. QCC makes the following modifications to existing Area 49 standalone VFDs and Soft Starters:
 - Replace Low Lift Pump 4 RVSS OPTC7 DeviceNet Card with OPTCQ Ethernet Card
 - Replace Low Lift Pump 5 VFD OPTC7 DeviceNet Card with OPTCQ Ethernet Card
 - Replace BWW Pump 2 VFD OPTC7 DeviceNet Card with OPTCQ Ethernet Card
 - Replace FTW Pump 2 VFD OPTC7 DeviceNet Card with OPTCQ Ethernet Card
 - Replace Blower 2 RVSS OPTC7 DeviceNet Card with OPTCQ Ethernet Card
 - Replace all DeviceNet Cabling with Ethernet Cable

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: June 20, 2023 **Agenda Item:** 6.c.

Agenda Item Title: Contract Award: Washington Park Prefabricated Restroom Purchase #23-071-PRK-002

Staff Contact(s): JONN LUNSFORD

Approved for Submittal to Council by **Action Type**
TIFFANY MATSON Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$127,337.13 to CXT Incorporated for the Washington Park Prefabricated Restroom Purchase. The contract piggybacks on Washington State Contract 02620/Sourcewell Master Agreement 081721-CXT.

Background:

1. History: Parks & Recreation is installing another CXT public restroom. This unit will replace the port-o-potties at Washington Park's Group Picnic area. A significant service upgrade as the current port-o-pottee contract at this site simply does not meet demand. In the long run, this improved level of service is better for the park visitor, the environment and City staff.

2. Key Terms:

- Total contract price of \$127,337.13 which includes \$10,299.33 in sales tax.

3. Competitive Bidding: The City has a cooperative purchasing agreement with Washington State and is procuring this purchase through contract [02620](#).

Budget Impact:

Vendor	CXT Incorporated
Contract Amount	\$127,337.13
BARS #	108.410.594.76.60
Earmarked Funds	\$1,472,800.31
Budget Amendment Required?	No

Previous Action: Contract [23-071-PRK-001](#) with HLN Engineering was executed on 2/14/2023 for the design of the project.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-071-PRK-002 with CXT Incorporated in the amount of \$127,337.13 for the Washington Park Prefabricated Restroom Purchase.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 23-071-PRK-002
2. Washington Park Restroom Slide



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

PURCHASE ORDER 23-071-PRK-002

VENDOR: CXT Incorporated
Alison Cairns
606 N Pines Rd, Suite 202
Spokane Valley, WA 99206

Date: June 20, 2023

Contact: Bob Vaux
Department: Parks Department
(360) 588-8233
bobv@cityofanacortes.org

Email: acairns@lbfooster.com
Phone: 360-423-1700

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	New/Unused CORTEZ — 10' 3" X 17' prefabricated restroom as specified in Exhibit A. This Work is subject to: • Specifications, incorporated as Exhibit A, • Special Provisions, incorporated as Exhibit B, • Washington State Contract 02620/Sourcewell Master Agreement 081721-CXT and any related Amendments, incorporated as Exhibit C. The aforementioned Exhibits A, B, and C are hereby incorporated by reference and made a part hereof.	LS	\$117,037.80	\$117,037.80
Sum Total					\$117,037.80
Sales Tax @ 8.8%					\$10,299.33
Total Price					\$127,337.13

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 they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

CXT INCORPORATED

CITY OF ANACORTES

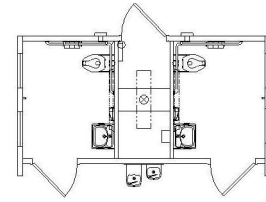
Matt Miller, Mayor

Date

Date

CORTEZ – 10' 3" X 17'

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.



CXT
800.696.5766
cxtinc.com

Optional Sections

Restroom* \$62,587.80 Qty: = \$0.00
Family Assist Shower/Restroom Combo* \$73,027.80 Qty: = \$0.00
Concession* \$72,558.00 Qty: = \$0.00

*Base Price \$ 62,587.80
Shower* \$75,690.00 Qty: = \$0.00
Storage \$57,942.00 Qty: = \$0.00

*Includes 4-gallon water heater.

Total for Optional Sections \$ 0.00

		unit	Click to select	
Final Connection to Utilities (per section)		\$ 5,000.00	☒	5,000.00
Optional Wall Texture (per section) - choose one		☒ Split Face Block (\$5,500) ☒ Stone (\$7,000) Reset Wall Texture		
Optional Roof Texture (per section)		\$ 5,500.00	☐	0.00
Insulation and Heaters (per section)		\$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 2	\$ 1,750.00	☒	3,500.00
Stainless Steel Lavatory (each)	Qty: 2	\$ 1,500.00	☒	3,000.00
Electric Hand Dryer (each)	Qty: 2	\$ 700.00	☒	1,400.00
Electronic Flush Valve (each)	Qty: 2	\$ 1,500.00	☒	3,000.00
Electronic Lavatory Faucet (each)	Qty: 2	\$ 1,500.00	☒	3,000.00
Paper Towel Dispenser (each)	Qty:	\$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 2	\$ 350.00	☒	700.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	\$ 100.00	☒	200.00
Baby Changing Table (each)	Qty:	\$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty:	\$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty:	\$ 2,450.00	☐	0.00
Marine Package (excluding fiberglass doors and frames) (per section)		\$ 2,350.00	☒	2,350.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:	\$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		\$ 4,000.00	☒	4,000.00
Optional Door Closure (each)	Qty:	\$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 3	\$ 3,300.00	☒	9,900.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty:	\$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty:	\$ 1,200.00	☐	0.00
Total for Added Cost Options:			\$	36,050.00
Custom Options: Extra Crane 8HR Min \$5,000.00			\$	5,000.00
Engineering and State Fees:			\$	6,200.00
Estimated One-Way Transportation Costs to Site (quote):			\$	7,200.00
Estimated Tax:			\$	
Total Cost per Unit Placed at Job Site:			\$	117,037.80

Estimated monthly payment on 5 year lease \$2,352.46

Disclaimer: Please call to confirm selected sections are compatible.



Exterior Color(s) (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

☐ Amber Rose	☐ Berry Mauve	☐ Buckskin	☐ Cappuccino Cream
☐ Charcoal Grey	☐ Coca Milk	☐ Evergreen	☐ Georgia Brick
☐ Golden Beige	☐ Granite Rock	☐ Hunter Green	☐ Java Brown
☐ Liberty Tan	☐ Malibu Taupe	☐ Mocha Caramel	☐ Natural Honey
☐ Nuss Brown	☐ Oatmeal Buff	☐ Pueblo Gold	☐ Raven Black
☒ Rich Earth	☐ Rosewood	☐ Sage Green	☐ Salsa Red
☐ Sand Beige	☐ Sun Bronze	☐ Toasted Almond	☐ Western Wheat

Special roof color # _____

Special wall color # _____

Special trim color # _____

Rock Color

☐ Basalt	☐ Mountain Blend	☐ Natural Grey	☐ Romana
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Roof Texture

☒ Cedar Shake	☐ Ribbed Metal
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Wall Texture(s) (For single color mark an X. For top and bottom textures use T = Top and B = Bottom.)

☒ Barnwood	☐ Horizontal Lap	Can only be used as bottom texture
☐ Split Face Block	☐ Board & Batt	
☐ Stucco/Skip Trowel	☐ Brick	

☐ Napa Valley Rock	☐ River Rock
☐ Flagstone	

(Textures not included in CXT's quote are additional cost.)

Door Opener

☐ Non-locking ADA Handle	☐ Privacy ADA Latch	☒ Pull Handle/Push Plate
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Deadbolt ☒

Accessible Signage

☐ Men	☐ Women	☒ Unisex
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Toilet Paper Holder

☐ 2-Roll Stainless Steel	☒ 3-Roll Stainless Steel
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Notes:

SALES INFO		
CUSTOMER NAME: City of Anacortes		
SALES ORDER: 437293		
PLANT: PCST		
PROJECT MANAGER: ALI CAIRNS		
SHIPPING INFO		
SITE NAME: Washington Park		
SITE ADDRESS: 6316 Sunset Beach Lane - Anacortes, WA 98221		
BUILDING INFORMATION		
DESCRIPTION	DETAIL	QTY
PROJECT:	CORTEZ CR-1736	
WALL TEXTURE:	BARNWOOD	
WALL COLOR:	RICH EARTH	
ROOF TEXTURE:	CEDAR SHAKE	
ROOF COLOR:	RICH EARTH	
TRIM COLOR:	DTM ALKYD ENAMEL BROWN	
SEALER:	2K ANTI-GRAFITI	
PACKAGE TYPE:	MARINE	
STATE:	WASHINGTON	
PE STAMPS:	REQ'D ELECTRONIC ONLY SETS	
STATE APPROVAL:	REQ'D	
STATE TAGS:	REQ'D	
BUILDING OPTIONS		
RESTROOM DOOR:	FIBERGLASS 3068 DOOR W/LVR	2
	SINGLE CYL THUMBTURN DEADBOLT	2
	PUSH/PULL PLATES	2
CHASE DOOR:	FIBERGLASS 3068 DOOR	1
	SGL CYL W/BLANK PLATE DEADBOLT	1
	PASSAGE LATCH	1
RESTROOM :	INTERIOR LED 4' FIXTURE VPF84-SENSOR	2
EXTERIOR :	EXTERIOR LED WALL PACK YWP610	2
UTILITY :	INTERIOR LED 4' FIXTURE VPF84-SWITCH	1
WATER CLOSET:	SENSOR STAINLESS STEEL WATER CLOSET	2
LAVATORY :	SENSOR STAINLESS STEEL LAVATORY	2
MIRRORS	MIRROR S.S. 18 X 36"	2
RESTROOM SIGN	BLUE UNISEX ADA	2
HAND DRYER:	HAND DRYER SANIFLOW STAINLESS	2
SANITARY NAPKIN DISPOSAL:	NAPKIN DISPOSAL SS BOBRICK	2
TOILET PAPER DISPENSER:	HOLDER TP 3 ROLL STAINLESS	2
TOILET SEAT COVER DISPENSER:	DISPENSER TOILET SEAT COVER	2
WATER HEATER:	4 GAL EEMAX ELECTRIC WATER HEATER	2
ELECTRICAL PANEL:	SINGLE PHASE 120/240V INTERIOR 100A LOADCENTER 20 SPACES	1
MI GENERATED		4/19/2023



**PURCHASE ORDER #23-071-PRK-002
SPECIAL PROVISIONS
EXHIBIT B**

1. **Washington State Contract 02620/Sourcwell Master Agreement 081721-CXT.** The work on this project shall be accomplished in accordance with the Washington State Contract 02620/Sourcwell Master Agreement 081721-CXT, and all contract amendments.

2. **Order of Precedence.** In the event of a conflict between the terms and conditions of Washington State Contract 02620/Sourcwell Master Agreement 081721-CXT and these Special Provisions, the order of precedence shall be (1) Special Provisions identified as Exhibit B to Purchase Order #23-071-PRK-002, (2) Washington State Contract 02620/Sourcwell Master Agreement 081721-CXT.

3. **Delivery.** Advance coordination of the work shall be made with the Project Manager Bob Vaux, (360) 588-8233.

4. **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.

5. **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.

6. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, PO Number and Price, or Amended Price. 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. City shall make payment to Supplier within thirty (30) calendar days of receipt and acceptance of specified Deliverables and authorized services, and accompanying properly executed invoices, subject to City's exercise of its remedies.

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.

7. **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.

8. **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.

9. **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 their 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 their obligations or responsibilities under the PO.

10. **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.

11. 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 Commercial General Liability insurance that 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. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Supplier's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the City to be equivalent.
2. Copies of all endorsements naming the City as additional insured, showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. **A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.**

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.

12. **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.

13. **Supplier is an Independent Contractor.** The parties intend that an independent contractor 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 subcontractors during the performance of this PO.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

B. 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.

20. **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; pandemics; 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 of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. 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 Supplier shall have no recourse against the City.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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

SUPPLIER:

CXT Incorporated
Alison Cairns
606 N Pines Rd, Suite 202
Spokane Valley, WA 99206

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.

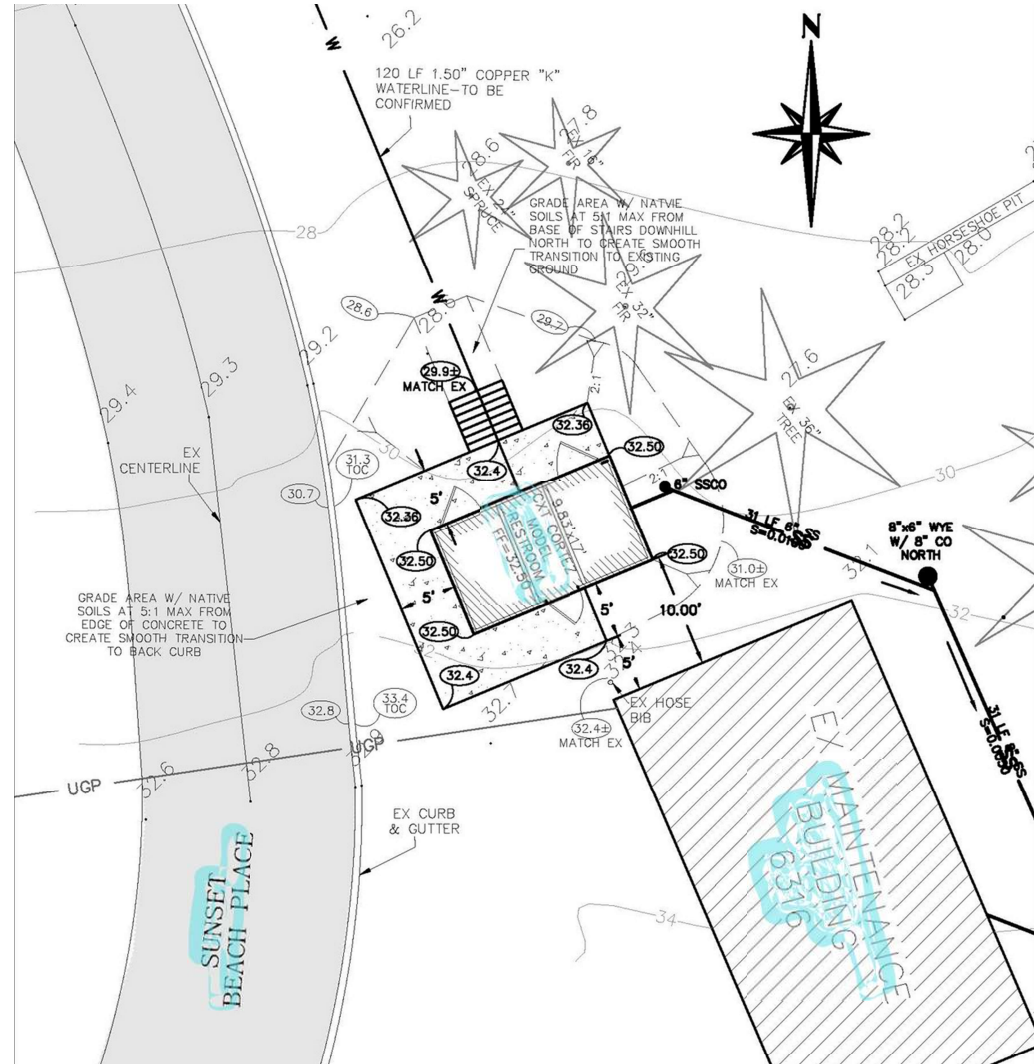
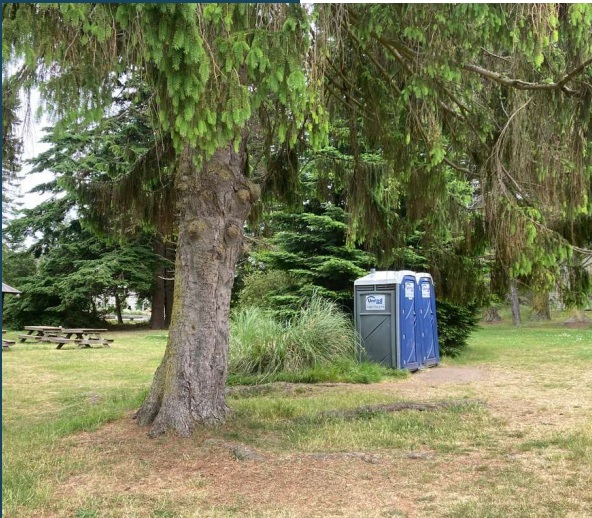
APPENDIX E

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).

WASHINGTON PARK RESTROOM





City Council Agenda Bill

Meeting Date: June 20, 2023 **Agenda Item:** 6.d.

Agenda Item Title: Contract Approval: Reimbursement Agreement Between Administrative Office of the Courts & City of Anacortes for Blake Decision #23-183-MCT-001

Staff Contact(s): Emily Schuh

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

Item Summary: City staff seeks approval to execute Agreement 23-183-MCT-001 with Washington State Administrative Office of the Courts to provide reimbursements to assist the City with extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake* decision, and to provide reimbursements to assist the City who has reimbursed, or will reimburse, legal financial obligations to defendants whose convictions or sentences in Municipal Court are affected by the decision. A previous agreement for the period from 2/25/21-6/30/23 was originally brought before the Council in October 2022. This agreement adds an additional term of 12 months for costs incurred by the City between 7/1/23-6/30/24.

Background: On Feb. 25, 2021, the Washington Supreme Court issued a decision declaring the state's main drug possession statute RCW 69.50.4013(1) unconstitutional and "void." The ruling occurred in a case known as *State v. Blake*. The decision directly affects anyone previously charged and convicted under the drug possession statute RCW 69.50.4013(1) as it existed before the court ruling. The long-term implications could invalidate past convictions for this offense because the court said the statute was unconstitutional. Other implications include vacating convictions for people with previous convictions, and refunds of any fines and fees paid in association with their convictions. Reimbursable contracts will be issued by the Administrative Office of the Courts to 112 cities. \$11,500,000 is provided solely to assist cities with costs of complying with the *State v. Blake* ruling that arises from the city's role in operating the municipal criminal justice system. \$10,000,000 is provided solely to establish a legal financial obligation aid pool for cities to refund legal financial obligations and collection costs previously paid by defendants whose convictions have been vacated by court order due to the ruling.

Key Terms:

- The city will be reimbursed a maximum of \$72,734.
- The term of this Agreement shall be from July 1, 2023-June 30, 2024.

Budget Impact:

Previous Action: Council approved contract [22-227-MCT-001](#) at the [October 3, 2022](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to execute Agreement 23-183-MCT-001 between the City of Anacortes and Washington State Administrative Office of the Courts.

Alternative Actions: Not approve the agreement.

Attachments (listed in order presented):

1. 23-183-MCT-001

INTERAGENCY REIMBURSEMENT AGREEMENT IAA24043
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
CITY OF ANACORTES

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the Administrative Office of the Courts ("AOC") and CITY OF ANACORTES ("Jurisdiction") to reimburse CITY OF ANACORTES for the extraordinary costs of resentencing and vacating sentences as required by *State v. Blake* ("Blake").

I. PURPOSE

The purpose of this Agreement is to reimburse Jurisdiction for the extraordinary judicial, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the *Blake* decision. For municipalities, this will include language from Engrossed Substitute Senate Bill 5187, Section 114(13) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia.

II. REIMBURSEMENT

Extraordinary Expenses Reimbursement. AOC shall reimburse Jurisdiction up to a maximum of \$ \$72,734.00 for the extraordinary judicial, prosecutorial, and/or defense-related costs (collectively, "Costs") of resentencing and vacating the sentences of individuals whose convictions and/or sentences are affected by the *Blake* decision. Municipalities should be advised, the Washington Legislature passed Engrossed Substitute Senate Bill 5187, Section 114(13), which requires vacating of cannabis and possession of paraphernalia.

A. To be eligible for reimbursement, the Costs must be incurred between July 1, 2023 and June 30, 2024. AOC will not reimburse Jurisdiction for Costs incurred after June 30, 2024. AOC may, at its sole discretion, deny reimbursement requests in excess of the amount awarded. If additional funding is or becomes available for these purposes, AOC and Jurisdiction may mutually agree to increase the amount awarded under this Agreement.

B. General. AOC shall reimburse Jurisdiction for approved and completed reimbursements by warrant or electronic funds transfer within 30 days of receiving a properly completed A-19 invoice and the necessary backup documentation.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2023**, regardless of the date of execution, and ends on **June 30, 2024**. The period of performance may be amended by mutual agreement of the Parties.

IV. TERMS OF REIMBURSEMENT

A. Jurisdiction shall electronically submit, once per month, its A-19 invoices to Payables@courts.wa.gov.

B. Jurisdiction's A-19 invoices must include:

1. Payment documents from Jurisdiction indicating the amounts expended, the recipients, and the date of expenditure;
2. A list of any case numbers associated with the services provided;
3. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;
4. Any employee positions supported by Blake related funds, broken down by judicial, prosecutorial, and defense-related positions, including name of employee, title, hourly wage of the individual, time spent on *Blake*-related cases and a list of corresponding cause numbers;
5. The unique three-digit court code for the Jurisdiction the work was completed on behalf of must be provided on the A-19. If a Jurisdiction contracts with another jurisdiction to provide court services, then the unique court code for the jurisdiction for which the work was completed must be provided; and
6. Data, including case numbers and aggregate data on the number and type of cases:
 - a. Vacated under *Blake*;
 - b. Resentenced under *Blake*; and
 - c. Being worked on under *Blake*.

V. AGREEMENT ALTERATIONS AND AMENDMENTS

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

VI. GOVERNANCE

A. This Agreement is entered into pursuant to and under the authority

granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

B. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. This Agreement; and then
3. Any other provisions of the Agreement, including materials incorporated by reference.

VII. WAIVER

A failure by either Party to exercise its rights under this Agreement does not preclude that Party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

VIII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

IX. AGREEMENT MANAGEMENT

The Program Managers/Point of Contacts noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Jurisdiction Program Manager/Point of Contact
Sharon Swanson Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 Sharon.Swanson@courts.wa.gov (360) 890-2549	Rebecca Welch Court Administrator 1218 24th St Anacortes, WA 98221 rebeccah@cityofanacortes.org 360-293-1939

X. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the Parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts

<u>Signature</u>	<u>Date</u>	<u>Signature</u>	<u>Date</u>
Christopher Stanley			
<u>Name</u>		<u>Name</u>	
Chief Financial and Management Officer			
<u>Title</u>		<u>Title</u>	