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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

March 11, 2024
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. Planning Committee (Report)
 - d. Public Safety Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of March 4, 2024 (Action)
 - b. Approval of claims in the amount of \$1,544,928.00 (Action)
 - c. Special Event Application: Anacortes Waterfront Festival and Car Show (Action)
 - d. Special Event Application: Oyster Run (Action)
 - e. Special Event Application: Gut Run Car Show (Action)
6. **Other Business**
 - a. * Anacortes Chamber of Commerce Presentation (Discussion)
 - b. Skagit County Update on Skagit Dam Federal Relicensing (Discussion)
 - c. * Emergency Medical Services Levy Presentation (Discussion)
 - d. Contract Award: Dedicated Internet Access - NoaNet #24-102-FBR-001

Per the council rules of procedure, a person who wishes to provide public comment at this meeting may do so:

- *On matters pertaining to a particular agenda item at the invitation of the chair at the time the City Council takes up discussion of that agenda item. Items open for public comment are indicated with an asterisk (*)*
- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

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.

(Discussion/Action)

- e. Contract Award: Stormwater Master Plan Update #24-103-STM-001
(Discussion/Action)

- f. Contract Award: Transportation Master Plan #24-098-TRN-001 (Discussion/Action)

7. **Adjournment**

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- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

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Anacortes City Council Minutes - March 4, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of March 4, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Carolyn Moulton, and Bruce McDougall were present. Councilmembers Christine Cleland-McGrath (left the meeting at 7:06 pm) and Amanda Hubik participated in the meeting remotely via Zoom.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller shared an R Avenue Improvement Project update, encouraged the public to submit Fourth of July Parade applications, announced a joint press release by the city and the port regarding funding and concepts for a new event center, and reminded the public that daylight savings time begins this weekend.

Public Works Committee

Ms. Moulton reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included traffic safety issues at D Avenue and 23rd Street, West 10th Street and Minnesota Avenue, Kansas Avenue, and Coho Lane, the Water Treatment Plant emergency, bids for the Wastewater Treatment Plant outfall replacement, and a \$1.9 million pavement grant for south Commercial Avenue.

Economic Development Committee

Mr. Young reported from the Economic Development Committee meeting held the previous week. The meeting included a discussion with representatives from Western Washington University's Center for Economic Development regarding the committee's mission and processes.

North Star Advisory Group

Ms. Moulton reported from the North Star Advisory Group meeting held last week, which included breakout group discussions on housing and behavioral health.

Skagit County Solid Waste Advisory Committee

Ms. Moulton reported from the Skagit County Solid Waste Advisory Committee meeting held the previous week. The meeting included a discussion of a thirty percent rate increase for Skagit County that was effective October 1, 2023, of which a certain percentage would be passed on to cities and households on September 1, 2024.

Homeless Service Providers Meeting

Ms. Moulton reported attending the Homeless Service Providers meeting hosted by Volunteers of America who manage Skagit County's coordinated entry program.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda.

Public comment was given as follows:

Linnea McCord of Anacortes commented on the proposed Habitat for Humanity lease, advocating for ample opportunities for public input in the process.

Kelleen List of Anacortes commented on the proposed Habitat for Humanity lease, requesting that the proposal be brought forth to the Council and signage be posted on the property.

Xuhua Mu of Anacortes commented on the proposed Habitat for Humanity lease, pointing out that the proposed development would not integrate cleanly into the existing neighborhood. She asked about the approval process for the project and for open two-way communication between the city and the community regarding the project.

Tarn Ohana of Anacortes addressed the proposed Habitat for Humanity project, saying that the project would be a benefit to the city and looked forward to more communication.

Jason Goold of Anacortes commented on the short-term rental issue discussed at the previous Planning Commission meeting, citing statistics on the total number of housing units, rental units and vacant units in support of allowing short term rentals in the city.

Pat Gardner of Anacortes addressed the MJB development, advocating for open information to the public on the project.

Consent Agenda

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

a. Minutes of February 26, 2024

b. Approval of claims in the amount of \$362,135.41

The following vouchers/checks were approved for payment:

EFT numbers: 108729 through 108780, total \$251,792.39

Check numbers: 108781 through 108799, total \$100,152.30

Wire transfer numbers: 342065 through 342591, total \$10,190.72

c. Contract Award: O Avenue ADA & Sidewalk Connectivity Project #24-090-TRN-001

Other Business

Solarize Skagit Presentation

Mayor Miller introduced Mary Wohleb, Joan Cross, Marylee Chamberlain, and Greg Whiting from Skagit Valley Clean Energy Alliance, who presented information on the organization's Solarize Skagit campaign, referring to a presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Cost-effectiveness of solar energy.
- Battery storage for excess energy.
- Obstacles to participation - shaded lots and access to financing.

Commercial Avenue Complete Streets Project Phase I Update

Public Works Director Andrew Rheume introduced project consultants Brandon Gonzalez and Adrian Esteban from Alta Planning and Design and Michelle Mach of Transportation Solutions. Mr. Gonzalez detailed the Commercial Avenue Complete Streets Project Phase I, referring to a map overhead view of the project area and reviewed the approval process for project design with the Washington State Department of Transportation (WSDOT). He then outlined the process for attaining the necessary right-of-way for the project and upcoming traffic analysis regarding the Safeway parking lot and the intersection at 11th Street and Commercial Avenue.

Mayor Miller invited members of the audience to comment on this agenda item. Public comment was given as follows:

Jerry Ziegler of Anacortes asked about making the roundabout traffic flow one way entry-only into the Safeway parking lot.

Pat Gardner of Anacortes asked if Safeway could move to the MJB project area to alleviate the traffic problem.

Natalie Clark of Fidalgo Island commented on the potential timing of the project, hoping that it would be undertaken outside the peak tourist season in consideration of downtown businesses.

John Hein of Anacortes asked if it had been considered to close off the entrance / exit from the roundabout into Safeway completely and re-designing the parking lot.

Barbara Smart of Anacortes suggested that having structures in the middle of the roundabout would cause a visual obstruction in the roundabout and also ensuring there is adequate space in the roundabout for large vehicles.

Discussion topics included:

- One-way traffic ingress / egress into the Safeway parking lot.
- Prohibiting left turns on 11th Street from Commercial Avenue.
- Four-way stop at Commercial Avenue and 11th Street.
- Eliminating the right turn lane on Commercial Avenue between 12th Street and 11th Street.
- Studying or observing traffic flow at peak times.
- Recommendations on timing of lights or possibly adding stoplights to stagger traffic.
- Changing the parking stall direction in the Safeway parking lot to facilitate inbound traffic flow.
- Project information on the city website.
- Seasonal traffic patterns.
- Project timeline and duration – construction beginning of 2025 and six-month duration.
- Roundabout use and etiquette.
- Curb cuts and street access.
- Traffic modeling inputs.
- View corridor northbound down Commercial Avenue.
- Landscaping or fountain in the middle of the roundabout.
- Incorporating bike and pedestrian flow into the roundabout - softening the turn for cyclists.
- Signage and striping plan at 60% design.
- Traffic model being undertaken in the next couple of weeks.

Ordinance 4074: Title 9 Update

City Attorney Darcy Swetnam and Police Chief Dave Floyd re-introduced Ordinance 4074 - Title 9 Update, summarizing the edits to the updated draft of the ordinance.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Discussion topics included:

- Provoking assault versus disorderly conduct.

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- Giving law enforcement tools to prevent harm from those who abuse free speech.

TJ FANTINI moved, seconded by ANTHONY YOUNG, to adopt Ordinance 4074. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Interlocal Amendment with Skagit County for Indigent Defense Screening Services #24-019-MCT-001

Administrative Services Director Emily Schuh introduced the proposed amendment to interlocal agreement #24-019-MCT-001 with Skagit County for Indigent Screening Services,

Discussion topics included:

- Costs associated with the amendment.

ANTHONY YOUNG moved, seconded by BRUCE MCDOUGALL, to authorize the mayor to sign the amendment to interlocal agreement 24-019-MCT-001 with Skagit County. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Ordinance 4073: Adoption of Updated Washington State Building Codes

Planning, Community, and Economic Development Director John Coleman summarized the changes to the draft ordinance, including format changes from the previous draft. He then introduced Building Official Rob Frisinger, who detailed the changes to the proposed Ordinance 4073 that would adopt updated Washington State building codes.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Discussion topics included:

- Violations section 115.4 integrated with Title 20.
- Deadline for adoption is 15 March 2024.
- Wild land - urban interface regulations are applicable for new construction and new work on existing homes.
- Controversy over wild land - urban interface code.

CAROLYN MOULTON moved, seconded by ANTHONY YOUNG, to adopt Ordinance 4073. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Resolution 3151: Ratifying the Declaration of Emergency and Bidding Waiver for the WTP Generator Controls Upgrade

Public Works Director Andrew Rheume introduced Water System Manager Brian McDaniel, who detailed the justification for Resolution 3151 that would ratify the emergency declaration and waive the bidding requirements for the Water Treatment Plant Generator Controls Upgrade project.

Discussion topics included:

- Project included in the Capital Facilities Plan.
- No substantial costs due to the emergency.
- Fail-safe measures during the upgrade.
- Other systems with outdated operating systems?

BRUCE MCDOUGALL moved, seconded by TJ FANTINI, to approve Resolution 3151. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Executive Session

Potential litigation per RCW 42.30.110(1)(i) (20 minutes)

Mayor Miller announced that City Council and the City Attorney would convene in Executive Session per RCW 42.30.110 (i) for approximately 20 minutes to discuss potential litigation or litigation. The mayor advised that the regular meeting would then adjourn with no final action having been taken. Councilmembers TJ Fantini, Anthony Young, Ryan Walters, Carolyn Moulton, Bruce McDougall and Amanda Hubik attended the executive session.

Mayor Miller announced that the Executive Session would be extended an additional 10 minutes until 8:54 pm.

Adjournment

There being no further business, at approximately 8:54 p.m. the Anacortes City Council meeting of March 4, 2024 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the March 11, 2024 City Council meeting:

[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
342562	10/25/2023	87899	GEOTEST SERVICES, INC	BEN ROOT SKATEPARK MATERIALS INSPECTION - 8/28/23-10/1/23	\$ 3,916.50	parks1
342563	11/13/2023	88467	GEOTEST SERVICES, INC	BEN ROOT SKATEPARK MATERIALS INSPECTION - 10/2/23-10/29/23	\$ 4,478.40	parks1
342784	11/20/2023	9575	BIBLIONIX, LLC	BIBLIONIX APOLLO 12/12023-12/11/2024	\$ 7,600.00	publib
343072	11/27/2023	297701	VELOCITYEHS	HQ ACCOUNT 1/26/2022-1/25/2025	\$ 4,039.04	hr
343023	1/15/2024	1396944	LIFE ASSIST, INC	PELICAN CASE	\$ 46.51	medic
342896	1/30/2024	BI-0368548	GRANICH ENGINEERED PRODUCTS	I-ALERT3 MONITOR X 3	\$ 1,525.70	dwtpt
341407	2/7/2024	59295	CITIES DIGITAL, INC.	LASERFICHE MUNICIPAL COURT - 21 PREPAID CONSULTING SERVICE HOURS	\$ 3,233.80	legal
343062	2/8/2024	24-0208	PACIFIC NORTHWEST SCALE	WWTP INCINERATOR DUMPSTER SCALE CALIBRATION	\$ 1,082.56	dwwtpt
343085	2/12/2024	1041949	ROSEMOUNT, INC	PH PROBE	\$ 503.77	dwtpt
343075	2/12/2024	94632	RH2 ENGINEERING, INC	WATER METER ANTENNA DESIGN - THROUGH JANUARY 28, 2024	\$ 1,196.69	dwtpt
342901	2/13/2024	1200596097	HDR ENGINEERING, INC	WTP LEAD AND COPPER RULE (LCR) SAMPLING PLAN - 12/31/23-01/27/24	\$ 10,781.06	dwtpt
343063	2/15/2024	0001565	CITY OF BURLINGTON	DARK FIBER & RACK SPACE, FEB 2024	\$ 275.00	fiber
342790	2/17/2024	00005W5A83074	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 2-17-24	\$ 34.20	apd
342595	2/20/2024	12P44864	MOTOR TRUCKS, INC	PARTS FOR VEHICLE #513	\$ 936.00	dshop
342576	2/20/2024	22-009-12	HLN ENGINEERING	WASHINGTON PARK RESTROOM: DESIGN - 2/2/24-2/14/24	\$ 2,155.00	parks1
342698	2/20/2024	9957193840	VERIZON WIRELESS	SCADA COMMUNICATION 01/21-02/20/24	\$ 1,243.10	dwwtpt
342688	2/21/2024	1059559-1	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 328.08	wdist

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
342792	2/22/2024	309475	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; JAN 2024	\$ 495.00	apd
342594	2/23/2024	0314940-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP	\$ 3,360.16	dshop
343064	2/23/2024	20044	MESA PRODUCTS, INC.	CASINO SLOUGH DEEP ANODE WELL INSTALLATION	\$ 80,789.38	dwtpt
343040	2/23/2024	24-001	FOREST TACTIX	WILDLAND RED CARD CLASS	\$ 7,195.50	medic
342700	2/23/2024	24-WA0020257B-1	DEPARTMENT OF ECOLOGY	PERMIT FEE FY2024 7/1/2023-6/30/2024	\$ 16,099.00	dwwtpt
342906	2/23/2024	90083296	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 5,422.11	dwtpt
342327	2/23/2024	GCI0013309	CODE PUBLISHING, LLC	CODIFICATION SERVICES	\$ 612.00	legal
342779	2/24/2024	1068932-2	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 903.11	wdist
342776	2/24/2024	1068939-1	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 774.09	wdist
342777	2/24/2024	1128541-6	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 11,923.72	wdist
342775	2/24/2024	1164414	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 975.35	wdist
342778	2/24/2024	1174255	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 557.32	wdist
342705	2/24/2024	260990	LAKESIDE INDUSTRIES, INC.	WA PARK MAINTENANCE SUPPLIES	\$ 283.72	parks1
342687	2/26/2024	1117235-1	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 516.06	wdist
343051	2/26/2024	12P44909	MOTOR TRUCKS, INC	PARTS FOR VEHICLE #202	\$ 1,287.19	dshop
342596	2/26/2024	7321192-02	TURF STAR WESTERN	PARTS FOR EQUIP #7000	\$ 8.64	dshop
343042	2/26/2024	9957708745	VERIZON WIRELESS	WTP SCADA 1/27-2/26/24	\$ 1,073.64	dwtpt
342692	2/26/2024	B18007697	SHI INTERNATIONAL CORP.	ADOBE RENEWAL 2/11/24-2/10/2025	\$ 19,294.25	infosys
342774	2/27/2024	1049755-1	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 360.87	wdist
342630	2/27/2024	354130	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 263.10	pwfac
342900	2/27/2024	354199	BAY CITY SUPPLY	CLEANING SUPPLIES	\$ 376.90	dwtpt
342696	2/27/2024	ReimbBolton	BOLTON, KENT	REIMBURSEMENT FOR SAFETY WORK BOOTS - KENT BOLTON	\$ 41.17	dwtpt
342694	2/28/2024	0188-1021015	CED	MAINTENANCE SUPPLIES	\$ 76.56	dwwtpt
343081	2/28/2024	10821115	NAVIA BENEFIT SOLUTIONS, INC	FEBRUARY FLEXIBLE SPENDING PARTICIPANT FEE	\$ 145.25	hr
342707	2/28/2024	13940102	HACH COMPANY	CL17 REAGENT SETS X 36	\$ 3,015.39	dwtpt
342898	2/28/2024	13940333	HACH COMPANY	TITRATOR PUMP CASSETTE, TUBES	\$ 304.57	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
342902	2/28/2024	19588	TRANSPORTATION SOLUTIONS INC	CAP SANTE WEST BASIN REDEVELOPMENT - JAN 08, 2024 THROUGH FEB 15, 2024	\$ 2,600.00	pw1
342627	2/28/2024	2000.2023LTAC	ANACORTES MUSEUM FOUNDATION	2023 LODGING TAX FUNDS MUSEUM TOURISM.MARKETING	\$ 2,000.00	plan
342911	2/28/2024	24-05133	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtp
342913	2/28/2024	24-05136	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR SOUTH INTOWN	\$ 133.00	dwtp
342897	2/28/2024	27798	ALLMAX SOFTWARE, LLC	WWTP OPERATOR10 AND ANTERO SOFTWARE SUPPORT SERVICES 2024	\$ 7,760.00	dwwtp
342628	2/28/2024	4000.2023LTAC	ANACORTES MUSEUM FOUNDATION	2023 LODGING TAX FUNDS MUSEUM HISTORIC INTERPRETIVE SIGNS	\$ 4,000.00	plan
342885	2/28/2024	42751	SKAGIT PUBLISHING LLC	PUBLISH AA-483320	\$ 48.72	finance
342888	2/28/2024	42752	SKAGIT PUBLISHING LLC	PUBLISH AA-483794	\$ 44.66	admsrv
343068	2/28/2024	44400323	TWO RIVERS TERMINAL, LLC	PUMP STATION CHEMICALS	\$ 16,147.51	dwwtp
342629	2/28/2024	5800.2023LTAC	ANACORTES MUSEUM FOUNDATION	ANACORTES MUSEUM BROCHURES	\$ 5,800.00	plan
342695	2/28/2024	704795	RED VALVE COMPANY INC	MAINTENANCE SUPPLIES	\$ 984.53	dwwtp
342780	2/28/2024	7321192-04	TURF STAR WESTERN	PARTS FOR EQUIP #7000	\$ 68.84	dshop
342791	2/28/2024	9351	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A01132	\$ 202.37	apd
342693	2/28/2024	BI-0369255	GRANICH ENGINEERED PRODUCTS	MAINTENANCE SUPPLIES - INCINERATOR	\$ 684.36	dwwtp
343069	2/28/2024	IN955082	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - FEBRUARY 2024	\$ 4,131.00	fiber
343070	2/28/2024	IN955083	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - FEBRUARY 2024	\$ 324.00	fiber
342899	2/29/2024	0224	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - FEBRUARY 2024	\$ 450.00	pkrec
343082	2/29/2024	13377	3 KINGS ENVIRONMENTAL, INC.	FORMER WTP DEMOLITION PROJECT: DEMOLITION	\$ 820,908.51	dwtp
343054	2/29/2024	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 2/1-2/29/2024	\$ 12.44	publib
343055	2/29/2024	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 2/1-2/29/2024	\$ 25.92	publib
343046	2/29/2024	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 2/1-2/29/24	\$ 9.21	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
343048	2/29/2024	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 2/1-2/29/24	\$ 5.19	dshop
343044	2/29/2024	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 1/31-2/28/24	\$ 5,729.16	dwtpt
342926	2/29/2024	257458	INFOSEND, INC.	FEBRUARY 2024 PROCESSING	\$ 4,614.38	finance
342887	2/29/2024	281005	ENNIS-FLINT, INC, FLINT TRADING DIVISION	SUPPLIES FOR STREET DEPT	\$ 950.91	dshop
343060	2/29/2024	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/3-1/31/24	\$ 26,331.14	dshop
342973	2/29/2024	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/7-2/5/24	\$ 113.72	dshop
343018	2/29/2024	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/30-2/27/24	\$ 92.57	dshop
342903	2/29/2024	354199A	BAY CITY SUPPLY	CLEANING SUPPLIES	\$ 207.21	dwtpt
342904	2/29/2024	354307	BAY CITY SUPPLY	CLEANING SUPPLIES	\$ 43.91	dwtpt
342925	2/29/2024	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 2/28-3/27/24	\$ 92.68	finance
342927	2/29/2024	360-299-0973-1017915	ZIPLY FIBER	WWTP 2/28-3/27/24	\$ 510.90	dwwtpt
343053	2/29/2024	360-299-2484-0726025	ZIPLY FIBER	LIBRARY 2/28-3/27/2024	\$ 69.58	publib
343050	2/29/2024	360-299-3674-0214175	ZIPLY FIBER	OPS PHONE LINE: 2/28-3/27/24	\$ 83.18	dshop
343083	2/29/2024	37925	ORCA INFORMATION, INC	BACKGROUND CHECKS - NEW HIRES	\$ 170.00	hr
342884	2/29/2024	41498856	LINDE GAS & EQUIPMENT INC.	MAINTENANCE SUPPLIES	\$ 340.18	dwwtpt
343067	2/29/2024	5072	SOFTRESOURCES LLC	ERP SOFTWARE SELECTION - CONSULTING SERVICES - FEBRUARY 2024	\$ 3,200.00	admsrv
343045	2/29/2024	52987	KRIEG CONSTRUCTION, INC	CONCRETE DISPOSAL	\$ 40.47	dshop
342794	2/29/2024	6002543189	ENDRESS + HAUSER, INC	MAINTENANCE SUPPLIES - PUMP STATIONS	\$ 5,182.03	dwwtpt
342793	2/29/2024	CL72902	NELSON-REISNER DISTRIBUTOR INC	VEHICLE FUEL - FEBRUARY 2024	\$ 23,763.46	finance
343061	2/29/2024	FB-2316	CITY OF MOUNT VERNON	DARK FIBER, FEB 2024	\$ 350.00	fiber
343071	2/29/2024	IN955462	NOANET	BACKUP DEDICATED INTERNET ACCESS - FEBRUARY 2024	\$ 2,550.00	fiber
343073	2/29/2024	IN955482	NOANET	FEB 2024 NOC SERVICES	\$ 10,319.10	fiber
342914	2/29/2024	MEB0037	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtpt
342915	2/29/2024	MEB0076	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtpt
342917	3/1/2024	03188	SKAGIT COUNTY SHERIFF'S OFFICE	FEB JAIL TAX PAYMENT PER CONTRACT	\$ 98,121.67	finance
342781	3/1/2024	1028	BE ENTERPRISES LLC	PUBLIC RESTROOM CLEANING	\$ 1,755.60	plan

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
342892	3/1/2024	10624	PORT OF ANACORTES	MOORAGE FOR MARINE 29 - FEB	\$ 312.37	medic
343024	3/1/2024	1397844-0043-8	WASTE MANAGEMENT	FEBRUARY 2024 CONTRACTED SERVICES	\$ 148,779.46	finance
343047	3/1/2024	200012505505	PUGET SOUND ENERGY INC	WTP 2/1-2/29/24	\$ 71,929.83	dwtp
342786	3/1/2024	2404433	WASHINGTON STATE PATROL	BACKGROUND CHECKS; FEB 2024	\$ 225.25	apd
342699	3/1/2024	2583670-0043-1	WASTE MANAGEMENT	WTP TRASH, RECYCLING 2/1-2/29/24	\$ 245.68	dwtp
343022	3/1/2024	2611	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 140.00	pubdef
343025	3/1/2024	2612	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
343026	3/1/2024	2613	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 300.00	pubdef
343027	3/1/2024	2614	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 120.00	pubdef
343028	3/1/2024	2615	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 40.00	pubdef
343029	3/1/2024	2616	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
343030	3/1/2024	2617	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
343031	3/1/2024	2618	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 50.00	pubdef
343032	3/1/2024	2619	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 50.00	pubdef
343033	3/1/2024	2620	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 400.00	pubdef
343034	3/1/2024	2621	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 130.00	pubdef
343035	3/1/2024	2622	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 260.00	pubdef
343036	3/1/2024	2623	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 520.00	pubdef
343037	3/1/2024	2624	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 70.00	pubdef
343039	3/1/2024	2625	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 90.00	pubdef
343065	3/1/2024	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/7-2/5/24	\$ 3,367.23	dshop
342893	3/1/2024	3068	OAB ENGINEERING, LLC	29-3 INTERNET - MARCH	\$ 150.00	medic
342920	3/1/2024	5069046670	RICOH USA, INC	S/N C86079893 LIBRARY PUBLIC BLACK & WHITE 12/1/23-2/29/24	\$ 231.06	finance
342921	3/1/2024	5069046782	RICOH USA, INC	S/N C86152062 HR COPIES 2/1-2/29/24	\$ 5.37	finance
342922	3/1/2024	5069047024	RICOH USA, INC	S/N C86111493 COURT 12/1/23-2/29/24	\$ 88.47	finance
342923	3/1/2024	5069047145	RICOH USA, INC	S/N C86150637 CARNEGIE 12/1/23-2/29/24	\$ 85.33	museum
342907	3/1/2024	51897898	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 6,120.37	dwtp
342706	3/1/2024	649271	REECE, STORMIE	DEPOT JANITORIAL SERVICES	\$ 1,716.00	parks1
342788	3/1/2024	9287-1	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A01172	\$ 176.26	apd
342787	3/1/2024	9354-1	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A01247	\$ 169.73	apd

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
342785	3/1/2024	9602	ANTEC CORPORATION	MAINTENANCE SUPPLIES - INCINERATOR	\$ 3,832.26	dwwtp
342883	3/2/2024	54740	VALLEY ATHLETICS	PARKS MAINTENANCE SUPPLIES-BALL FIELDS PAINT	\$ 4,479.10	parks1
343043	3/2/2024	850456	NORTH CASCADE INSURANCE	CITY WATER PIPELINE RENEWAL P	\$ 7,101.00	finance
343038	3/2/2024	850457	ANACORTES MARINE INSURANCE INC	DOCK & BOAT POLICY #OMH34847902023 2/14/24-2/14/2025	\$ 15,399.00	finance
343021	3/4/2024	1412070	LIFE ASSIST, INC	AIRWAY KITS, HEAT PACKS, EKG PAPER.	\$ 819.13	medic
343074	3/4/2024	2360	APERTURE EQ LLC	2024 CIVIL SERVICE PROMOTIONAL ASSESSMENT CENTERS	\$ 11,000.00	hr
342916	3/4/2024	240228	T-SHIRTS BY DESIGN	SCREEN PRINTING	\$ 32.64	pw1
343049	3/4/2024	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/30-2/27/24	\$ 791.01	dshop
342910	3/4/2024	BINV0011218	GOBLE SAMPSON ASSOCIATES, INC	PERISTALTIC PUMP PARTS	\$ 2,576.15	dwwtp
342928	3/4/2024	BINV0011221	GOBLE SAMPSON ASSOCIATES, INC	MAINTENANCE SUPPLIES - PUMP STATIONS	\$ 5,796.06	dwwtp
342891	3/4/2024	FEB 2024	KORTERUD, WAYNE D	PUBLIC DEFENDER SCREENING	\$ 415.00	court
343084	3/5/2024	1679989	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 179.85	dshop
343058	3/5/2024	March 2024	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - MARCH 2024	\$ 5,000.00	plan
342691	3/9/2024	23-221-WTR-0011	N C POWER SYSTEMS CO	RETAINAGE RELEASE	\$ 1,057.82	pw1
	Total				\$ 1,544,928.00	



City Council Agenda Bill

Meeting Date: March 11, 2024 **Agenda Item:** 5.c.

Agenda Item Title: Special Event Application: Anacortes Waterfront Festival and Car Show

Staff Contact(s): Stephanie Snyder

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

Item Summary: Classic Car Show for two days during Waterfront Festival

Budget Impact:
0

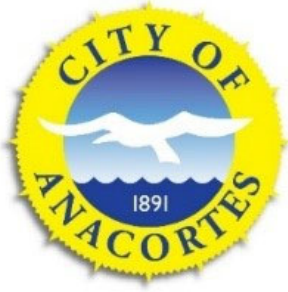
Previous Action:

Recommended Motion: Approve

Alternative Actions: modify or disapprove

Attachments (listed in order presented):

1. 2024 Waterfront Festival Car Show CC Packet



Special Event 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 *

2/20/2024

Event Name *

Anacortes Waterfront Festival and Car Show

Event Type

☒ Street Fair / Festival

☐ Athletic Event

☐ Parade

☐ Rally / Demonstration

☐ Filming

☐ Other identified in AMC 7.04.010

Applicant/Organization Name *

Majestic Glass Corvette Club / Anacortes Chamber of Commerce

Mailing Address *

819 Commercial Ave Ste F, Anacortes WA 98221

Event Contact Person *

Frank Depuy (MGCC), Jesica Kiser (Anacortes Chamber)

Event Contact Email *

edgarmgcc@gmail.com

Event Contact Phone *

(360) 293-7911

Event Website

http://www.majesticglass.org/myweb7/code/car_show.htm

Estimated Number of Participants/Attendees *

10,000 combined (500 car show only)

Event Description *

2 day family festival with vendors, children's activities, live entertainment and Classic Car Show as part of the Waterfront Festival Activities.

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 *

6/1/2024

Time Event Starts *

7:00:00 AM

Date Event Ends *

6/2/2024

Time Event Ends *

6:00:00 PM

Date Street Closure Starts *

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

5/31/2024

Time Street Closure Starts *

6:00:00 PM

Date Street Closure Ends *

6/2/2024

Time Street Closure Ends *

6:00:00 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.

Waterfront Festival: Cap Sante parking lot 9th-11th and Q Ave;

Car Show: 9th Street starting at Q Avenue and curving around to R Avenue to the Maritime Museum and Market Street from 9th Avenue to the entrance to the Cap Sante Parking lot (behind the WT Preston)

Parking Location

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

Street parking – limited at Cap Sante, some ADA at cap Sante Marina, parking limited to car show participants

on 9th from Q to R and R from 9th to the Maritime Museum and Market from 9th to Cap Sante north parking lot entrance (behind WT Preston).

Event Map (optional)

Upload one or more maps of the event

[Waterfront Festival and Car Sh...](#) 830.91KB

Indemnification Agreement*

Upload scan of SIGNED indemnification agreement

[Special Event Indemnification A...](#) 2.13MB

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



Admin Review

Council Meeting Date*

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

3/11/2024

Staff Review Deadline*

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

3/4/2024

Administrator comments and conditions of approval

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:

regular police patrols

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 *

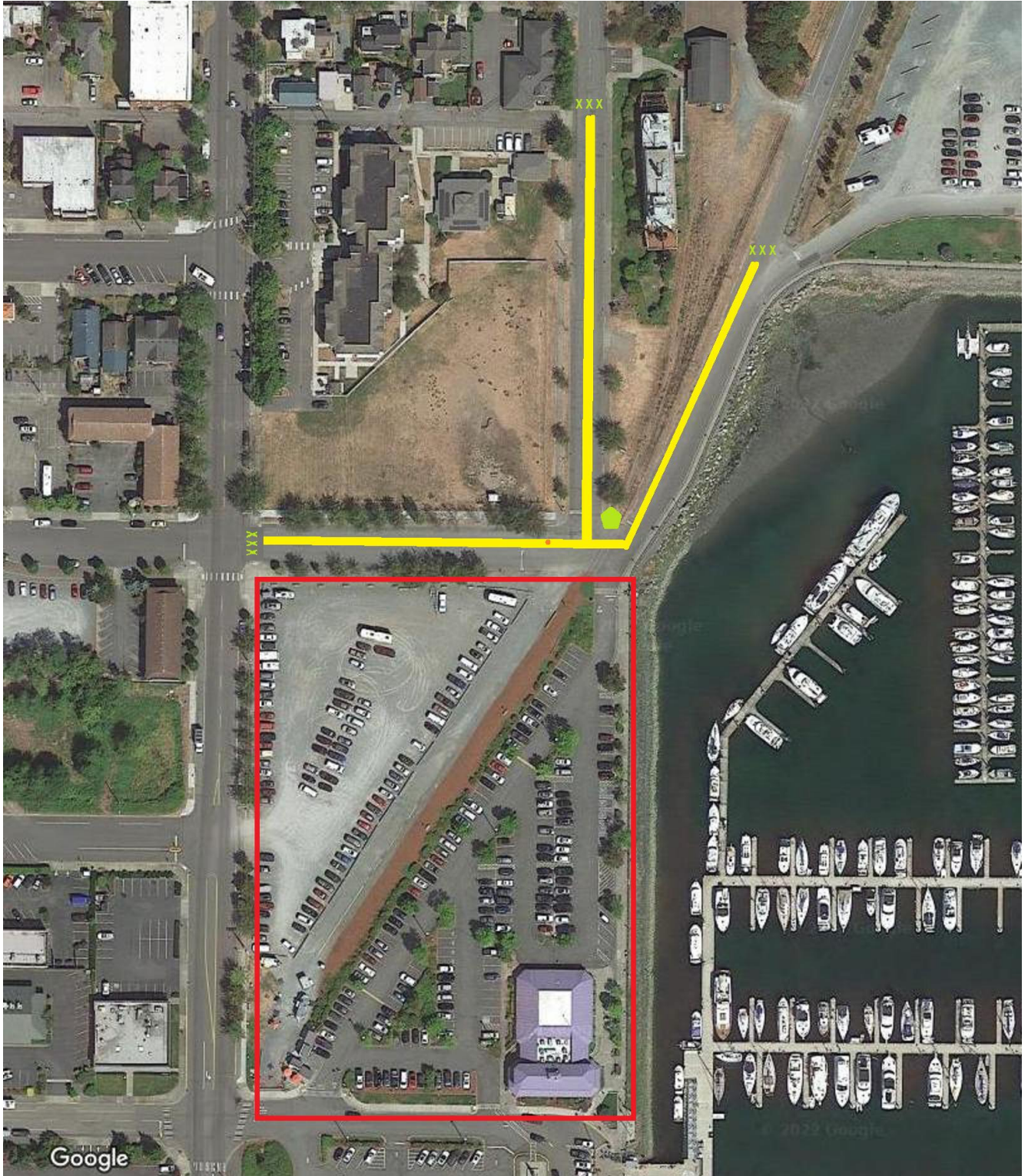
None

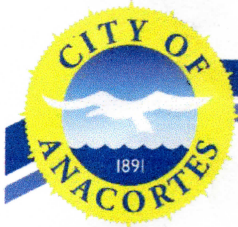
Departmental attachments

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

The area in RED outlines the Waterfront Festival and the YELLOW highlights the street closure area for the car show.

The GREEN X's signify barricade location and the GREEN  The port-a-potti location.





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: 2.20.24

Jessica Kiser - Pres/CEO

Name and Title - Printed

[Signature]
Signature

Frank Dery - President

Name and Title - Printed

[Signature]
Signature



City Council Agenda Bill

Meeting Date: March 11, **Agenda Item:** 5.d.
2024

Agenda Item Title: Special Event Application: Oyster Run

Staff Contact(s): Stephanie Snyder

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

Item Summary: Motorcycle rally with vendors, live music and drill team.

Budget Impact:

Lodging Tax Funding \$10,000 toward OT for City Staff.

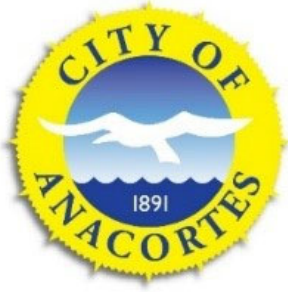
Previous Action:

Recommended Motion: Approve

Alternative Actions: Modify or disapprove

Attachments (listed in order presented):

1. Oyster Run CC Agenda 2024



Special Event Application Processing

Administrator reviews the application for completeness. Administrator contacts the applicant to obtain any missing information and updates the application accordingly, including a legible copy of the Indemnification Agreement if that was not provided. It is recommended that the Administrator also verify that the applicant has entered phone and email correctly! Administrator then sets the target City Council date and routes the application for review by department heads.

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

Application

Application Date *

2/1/2024

Event Name *

Oyster Run 2024

Event Type

- ☒ Street Fair / Festival
- ☐ Athletic Event
- ☐ Parade
- ☐ Rally / Demonstration
- ☐ Filming
- ☐ Other identified in AMC 7.04.010

Applicant/Organization Name *

Oyster Run Committee

Mailing Address *

5129 Evergreen way D 473 Everett WA 98203

Event Contact Person *

Angela Haynes

Event Contact Email *

angela.haynes@comcast.net

Event Contact Phone *

425 508 8524

Event Website

www.oysterrun.org

Estimated Number of Participants/Attendees *

10000

Event Description *

motorcycle rally with vendors, live music and drill team

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 *

9/22/2024

Time Event Starts *

6:00:00 AM

Date Event Ends *

9/22/2024

Time Event Ends *

6:00:00 PM

Date Street Closure Starts *

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

9/22/2024

Time Street Closure Starts *

6:00:00 AM

Date Street Closure Ends *

9/22/2024

Time Street Closure Ends *

6:00:00 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 from 3rd to 10th and once block each east and west.

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

[OR Vendor Street Map.pdf](#)

180.61KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[Indemnification Agreement.pdf](#)

247.53KB

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

ANGELA HAYNES

Admin Review

Council Meeting Date *

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

2/20/2024

Staff Review Deadline *

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

2/13/2024

Administrator comments and conditions of approval

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:

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 Department concerns, objections, or conditions of approval *

None

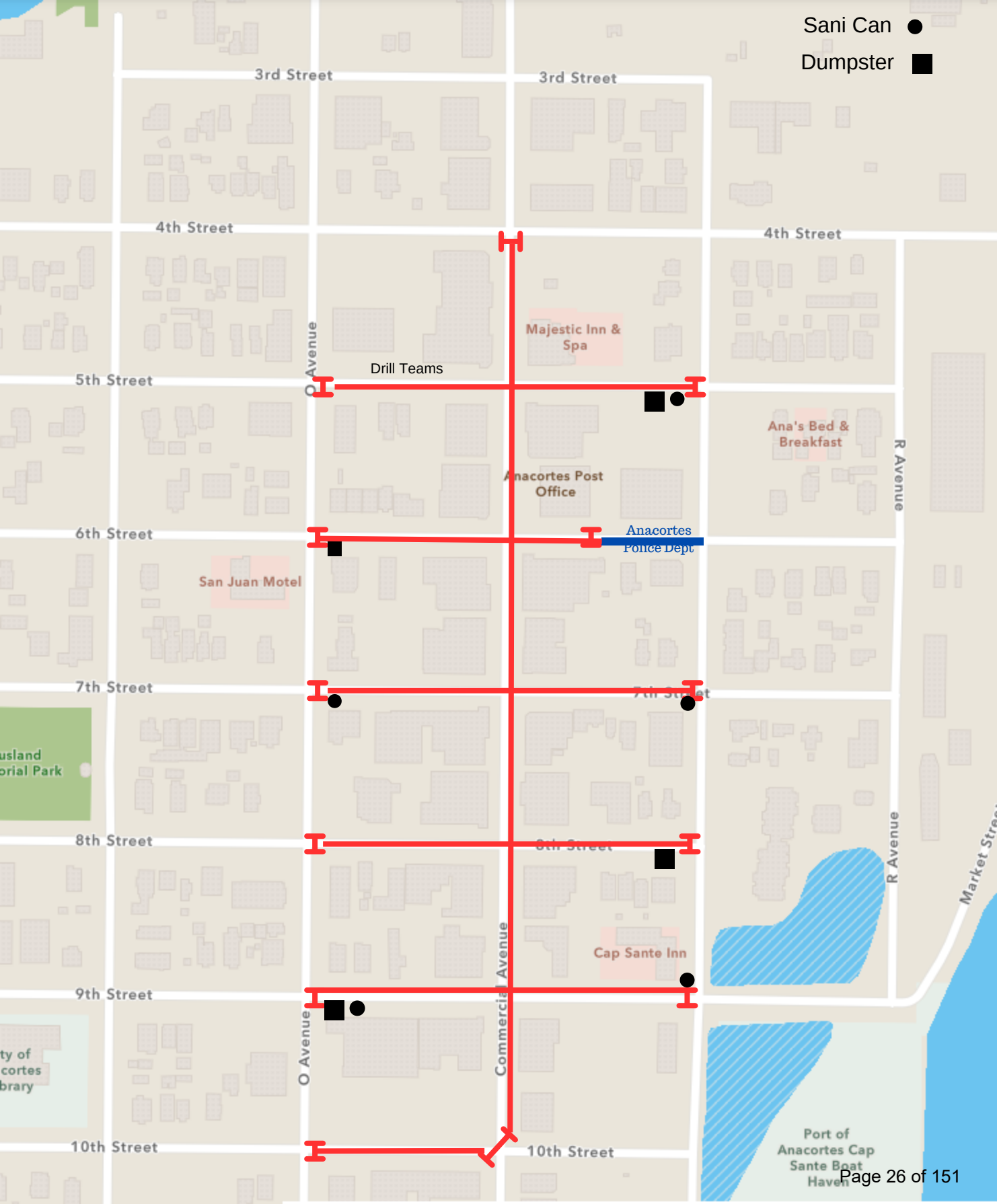
Public Works Department will provide the following services for this event:

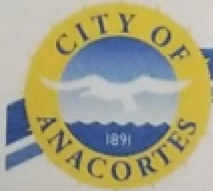
Public Works Department concerns, objections, or conditions of approval *

None

Departmental attachments

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





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: 1-2-24

Howard W. Ashbach Founder

Name and Title – Printed

Name and Title – Printed

Howard W. Ashbach
Signature

Signature



City Council Agenda Bill

Meeting Date: March 11, **Agenda Item:** 5.e.
2024

Agenda Item Title: Special Event Application: Gut Run Car Show

Staff Contact(s): Stephanie Snyder

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

Item Summary: Classic Car show event with food vendors

Budget Impact:
0

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Gut Run Car Show CC Packet



Special Event 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 *

2/23/2024

Event Name *

Gut Run Car Show

Event Type

- ☒ Street Fair / Festival
☐ Athletic Event
☐ Parade
☐ Rally / Demonstration
☐ Filming
☐ Other identified in AMC 7.04.010

Applicant/Organization Name *

Sheryl Kelley

Mailing Address *

1508 O Avenue

Event Contact Person *

Sheryl Kelley

Event Contact Email *

cameohaircare@yahoo.com

Event Contact Phone *

360.941.1845

Event Website

experienceanacortes.org

Estimated Number of Participants/Attendees ***Event Description *****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 ***Time Event Starts *** ▼**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.

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

Upload

gut run 2024.png

975.49KB

Indemnification Agreement*

Upload scan of SIGNED indemnification agreement

Upload

2024.pdf

51.97KB

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

Sheryl Kelley

Admin Review

Council Meeting Date*

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

3/11/2024



Staff Review Deadline*

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

3/4/2024

Administrator comments and conditions of approval

Small change since last year to close half of 7th @ R Ave, alley access available for resident/business parking, Half a Sunday and rented Depot from Parks

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:

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 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





City Council Agenda Bill

Meeting Date: March 11, **Agenda Item:** 6.a.
2024

Agenda Item Title: Anacortes Chamber of Commerce Presentation

Staff Contact(s): Stephanie Snyder

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

Item Summary: Elizabeth Tyler of Anacortes Chamber of Commerce will be presenting a slideshow to demonstrate how the Chamber is creating tourism through the Experience Anacortes marketing campaign. The Chamber receives Lodging Tax funding annually to support the Experience Anacortes campaign and the Visitor Information Center. The council approved \$300,000 in Lodging Tax funding for the Chamber in 2024: \$225,000 for the Experience Anacortes Campaign; and \$75,000 to operate the Visitor Center & Restroom.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. City Council 2024v2



ABOUT THE CHAMBER

CHAMBER STAFF:



Jesica Kiser
President/CEO



Elizabeth Tyler
Marketing &
Membership
Director



Megan Angier
Operations Director



Screen Printing Business - 15 years

City Council Member - 8 years

Golfer - 3 years



ABOUT THE CHAMBER

The chamber is a member-driven, non-profit organization of businesses, professionals, and community stakeholders that provide leadership to improve Anacortes' businesses and our community.

- Provide business services, networking, promotion, and referrals.
- Create educational programs for our members and the community.
- Strengthen partnerships and alliances.
- Engage in legislative advocacy.
- Participate in economic development.

CHAMBER OF
COMMERCE

DEPARTMENT OF
LICENSING

EXPERIENCE
ANACORTES DMO &
VISITOR CENTER

ABOUT THE CHAMBER - 2024 BOARD OF DIRECTORS

Erin Meissner, Bubba Suds

Leslie Symonds, IHF

Dave Kruse, Aspen Catamarans

Mary Trester, AWA

Mark Lione, Cap Sante Inn

Reid Meyers, Attorney

Taby Perron, Groesbeck Group

Luke Currier, Land Title & Escrow

Jason Easton, Consulting

Therese Rudzis, Skyline Moorage
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Racheal Meloche, Banner Bank

Wendy Drake, Peoples Bank

Erin Hoskins, Regency Coupeville

Amanda Lovecchio, Wellness for
Life

Mayor Matt Miller, City of
Anacortes

Dr. Justin Irish, Anacortes
School District

John Dumas, Port of Anacortes

Jeremy Price, HF Sinclair

Matt Gill, Marathon

Elise Cutter, Island Health

John Sternlicht, EDASC



COMMUNITY EVENTS

NAUTICAL TREASURE HUNT - APRIL

Partnered with the AAF

EARTH DAY CELEBRATION - APRIL

Partnered with the DAA

BOAT AND YACHT SHOW - MAY

Partnered with NMTA

WATERFRONT FESTIVAL - JUNE

BIER ON THE PIER - OCTOBER

COASTAL CHRISTMAS - DECEMBER

UNCORKED - FEBRUARY 2025

VISITORS BUDGET OVERVIEW

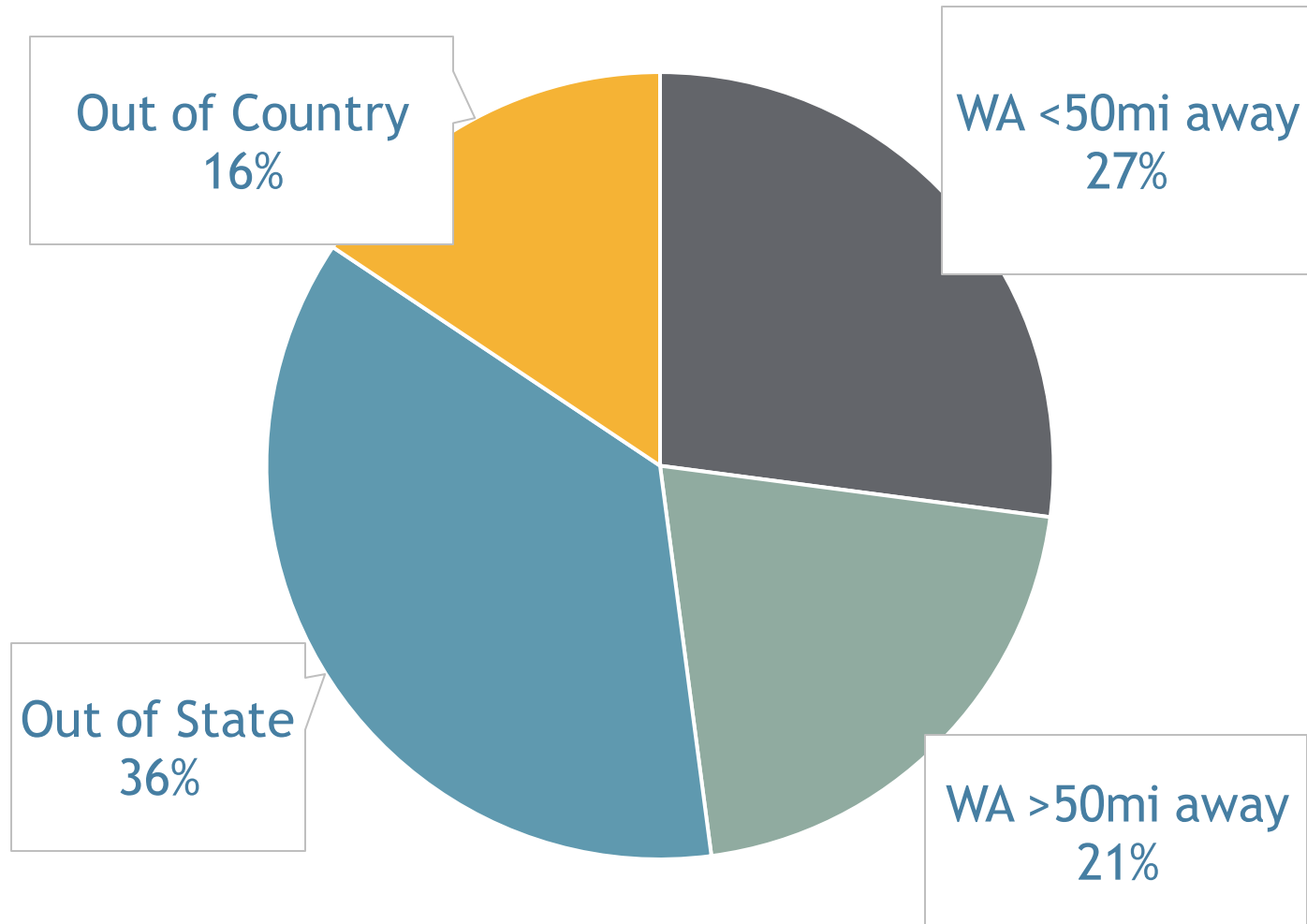


VISITOR INFORMATION CENTER (VIC)

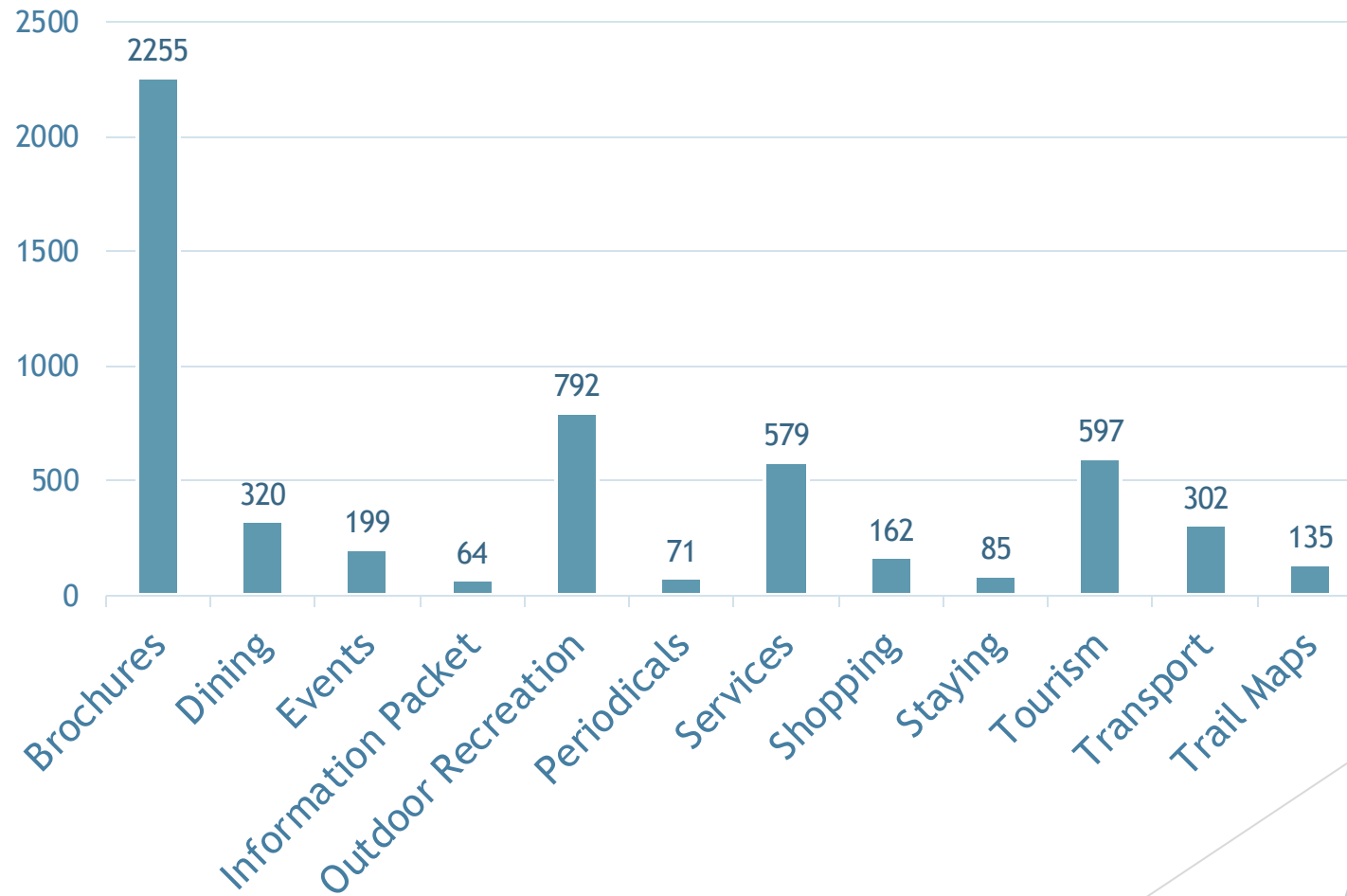
- 15 Volunteers
- Open Daily Sun-Sat 11am - 3pm
(Extended Hours in the Summer)
- Over **7,000** Visitors in 2023
- Greeting & Tracking Visitors
- Sharing Marketing Materials
- Relocation Packets
- Welcome the Cruise Ships



VISITORS INFORMATION - LOCATIONS



VISITORS INFORMATION - INTERESTS



VISITORS PUBLIC RESTROOM



COASTAL CHRISTMAS

HOLIDAY & TREE LIGHTING EVENT

- 26' lit tree maintenance, lights, décor, event set-up, horse-drawn trolley, stage, risers, canopy cover for singers.

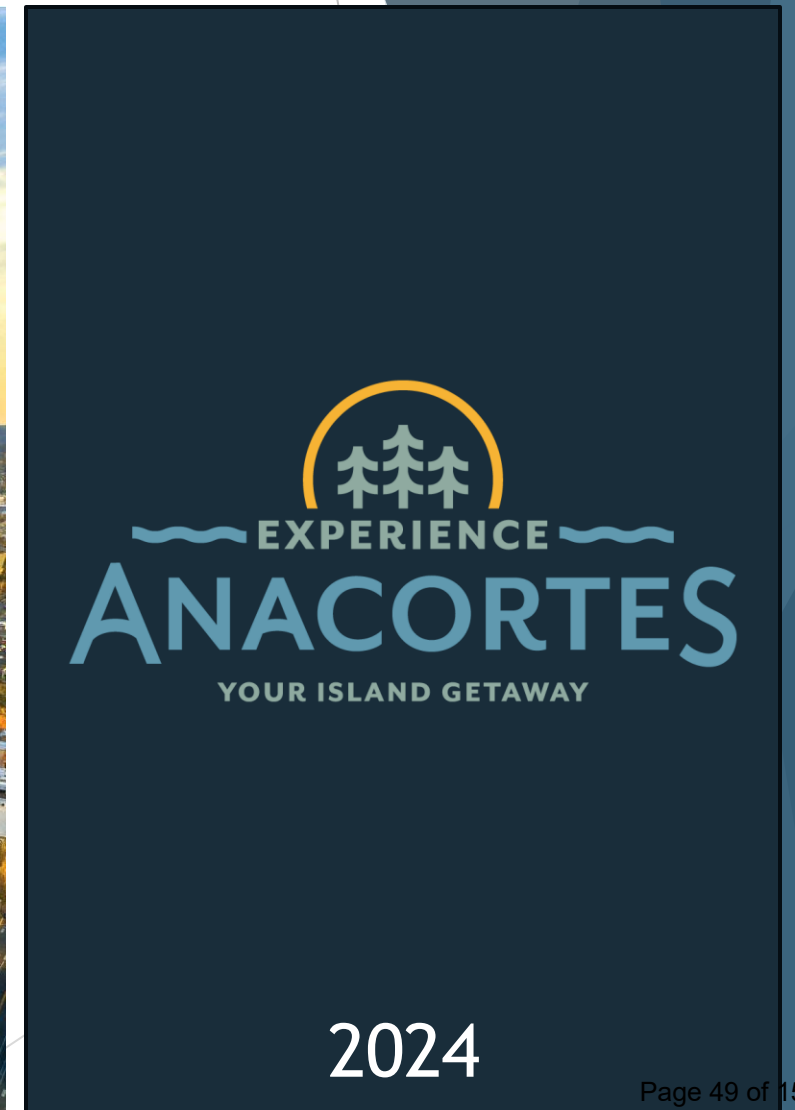


BEAUTIFICATION

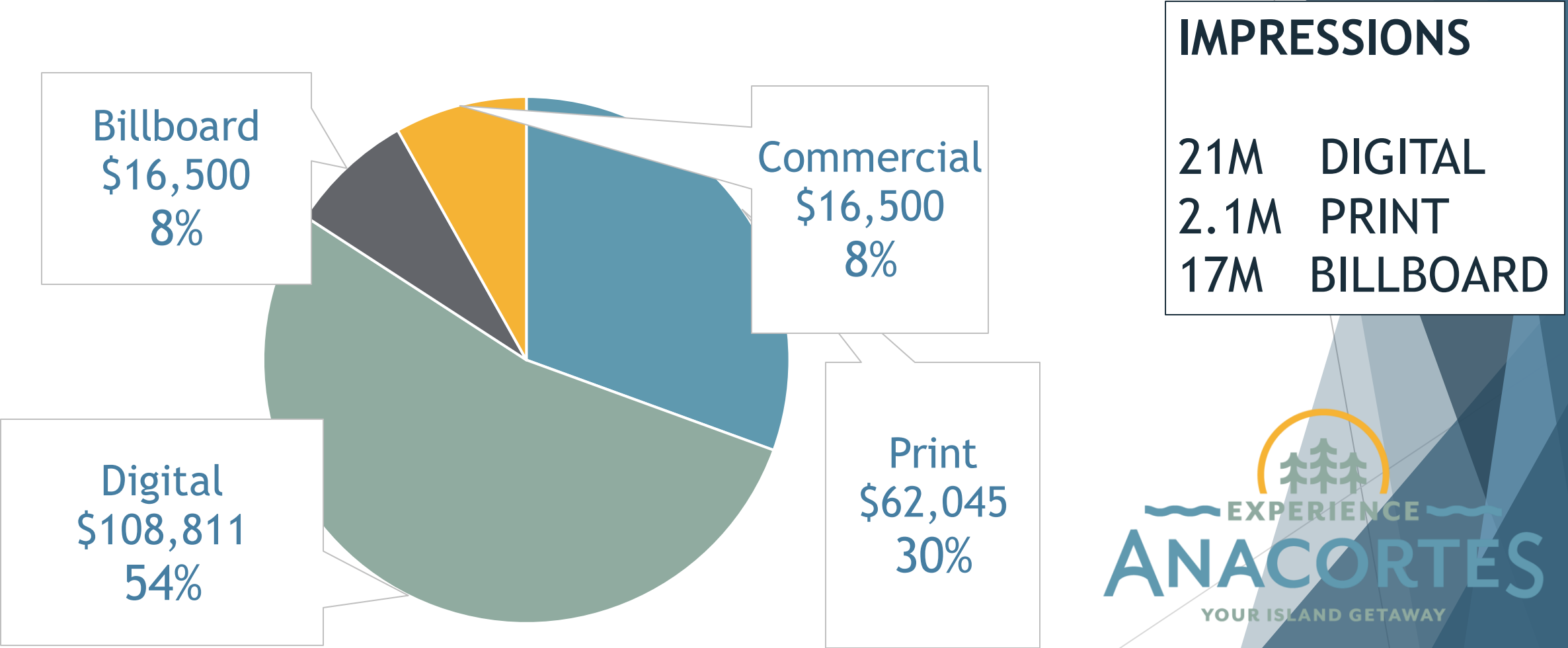
- Lighted wreaths
- Lights for trees
- Lighted ornaments
- Hanging flowers and planters downtown
- Tourism banners



EXPERIENCE ANACORTES MARKETING BUDGET OVERVIEW



2024 TOURISM BUDGET OVERVIEW & DISTRIBUTION



PRINT & DIGITAL ADS

- Bonneville International
- Cascade Loop Association
- Last Chance Productions
- Parent Map
- Premier Media Group
- Scenic Washington
- Seattle Media Solutions
- Skagit Publishing
- Skagit Valley Tulip Festival

BROCHURE

- Anacortes tri-fold brochure
- Certified Distribution: over 130,000 brochures distributed state-wide in visitor's centers and ferry terminals/ferries

The graphic features a central image of a glass of beer with a label that reads 'ANACORTES BIER ON THE PIER EST. 2010'. To the right is the 'EXPERIENCE ANACORTES' logo. Below the glass, the text 'BIER, CIDER, FOOD TRUCKS, LIVE MUSIC!' is written in a casual font, followed by 'BIER ON THE PIER' in large, bold, white letters, and 'OCTOBER 6 + 7, 2023' in the same style. A black banner at the bottom contains the text 'BIER ON THE PIER' and 'ANACORTES.ORG/BIER' in yellow and white. The 'Peoples Bank' logo is in the bottom left, and the 'GUARDIAN NORTHWEST' logo is in the bottom right.

EXPERIENCE
ANACORTES

BIER, CIDER, FOOD TRUCKS, LIVE MUSIC!
BIER ON THE PIER
OCTOBER 6 + 7, 2023

BIER ON THE PIER
ANACORTES.ORG/BIER

Peoples Bank

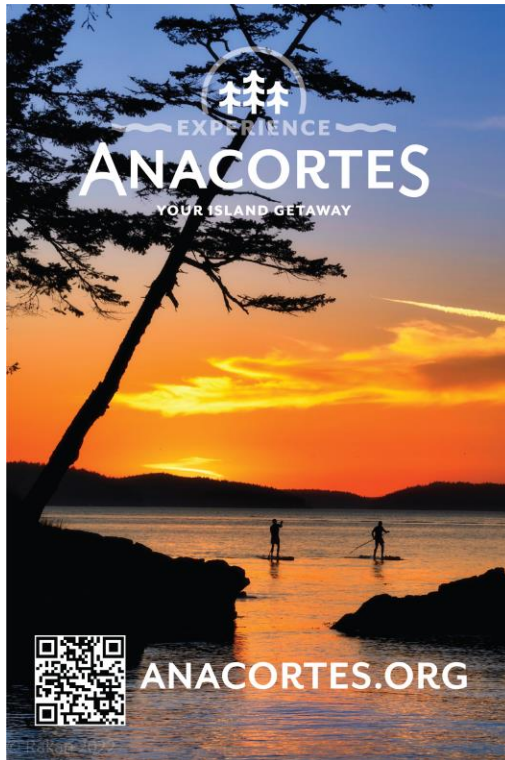
GUARDIAN
NORTHWEST

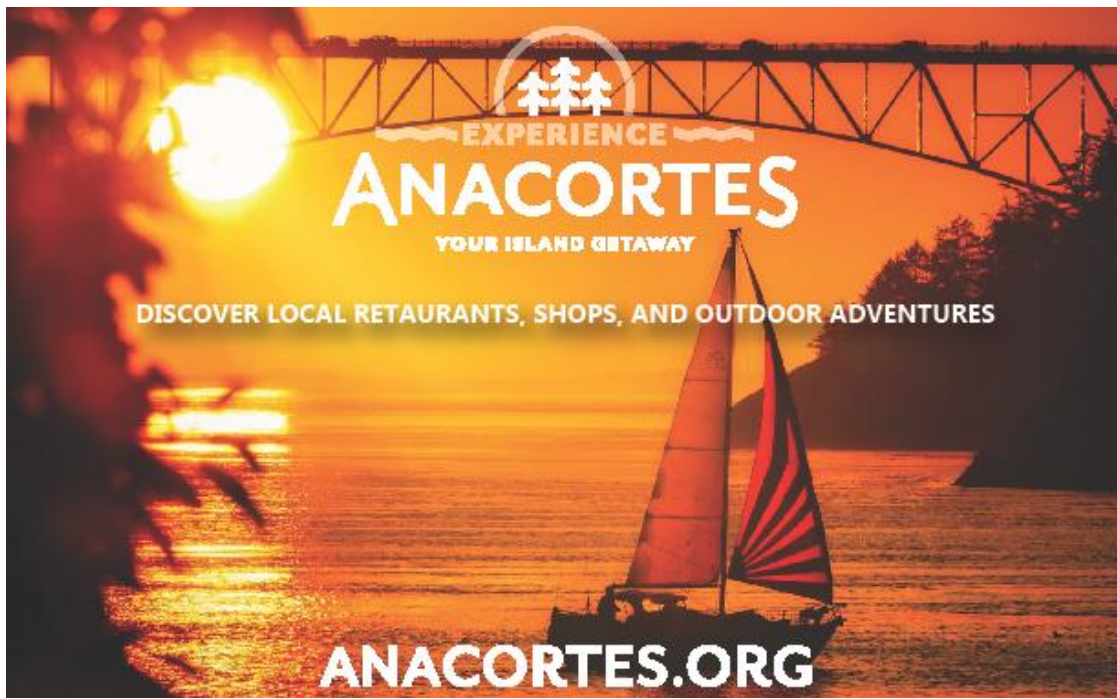
COMMERCIAL

- KING 5

BILLBOARD

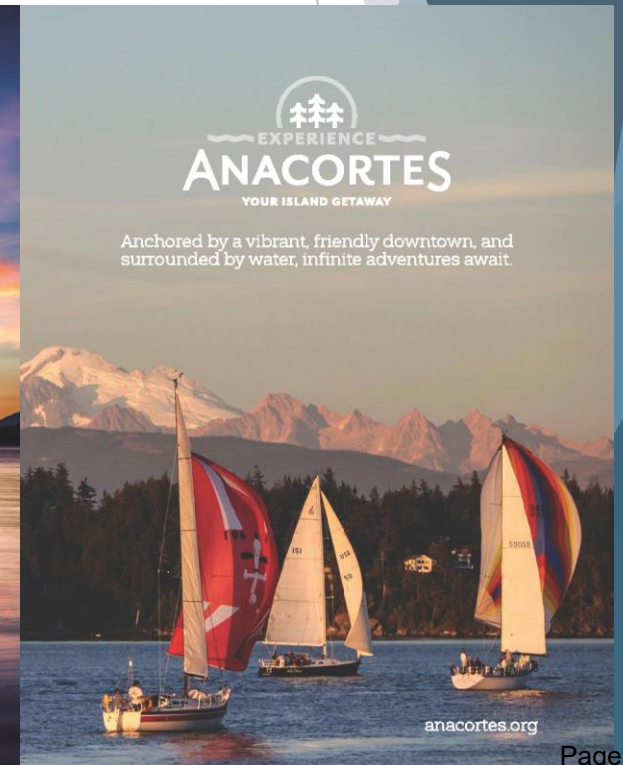
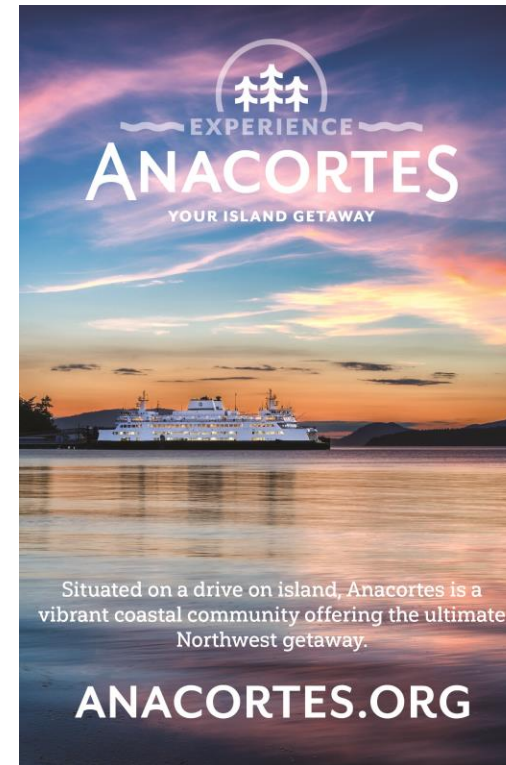
- Rotating signage for annual events
- SEATAC





MARITIME STRATEGIC PLAN SUPPORT

- 48 North Magazine
- Wooden Boat Festival Program
- Suncruiser Magazine
- Waggoner Cruising Guide
- Anacortes Boat & Yacht Show



2023 EVENT SURVEY RESULTS

ANACORTES UNCORKED

- 490 attendees, of that, 355 were sent surveys. 104 responded.
- 16% stayed in paid accommodations
- 62% had a meal and/or drinks
- 25% purchased gasoline
- 33% went shopping
- 9% went on an excursion

Estimated \$80,000 spent in Anacortes

BIER ON THE PIER

- 1532 attendees, of that, 827 were sent surveys. 109 responded.
- 17% stayed in paid accommodations
- 72% had a meal and/or drinks
- 27% purchased gasoline
- 27% went shopping
- 10% went on an excursion

Estimated \$183,400 spent in Anacortes

EXPERIENCE
ANACORTES
YOUR ISLAND GETAWAY



Arts, music, and festivals are key ingredients in the recipe that makes Anacortes, Washington a delicious Northwest destination any time of the year. A vibrant showplace for artists and musicians, Anacortes prides itself on its diverse public art collection and many festivals that happen throughout the year. Plan to visit some of the upcoming events and festivals below! For more information on any of the below and for a full list of activities and events, please visit anacortes.org/events.

.....

[Start Planning Your Trip](#)

Anchored by a vibrant, friendly downtown and surrounded by water, Anacortes is a picturesque destination year-round. Explore the local shops, taste delectable Northwest cuisine, and plan your own adventure through the trails, tide pools, beaches, and parks. Click the photos below for articles to geared to help you maximize your adventures.

TECHNOLOGY

MAILCHIMP

SURVEY MONKEY

DEI CREATIVE

BLUE HOST

SOCIAL MEDIA

ANACORTES.ORG



[WEBSITE SIGNUP](#)

[BUSINESS PROFILE](#)

[SEARCH](#)

[PLAN YOUR VISIT](#)

[EXPLORE](#)

[EVENTS](#)

[FERRY TRAVEL](#)

[ABOUT ANACORTES](#)

[BUSINESS DIRECTORY](#)

[CHAMBER](#)



Your island
adventure awaits.
No ferry required.

Situated on a drive-to island, Anacortes is a vibrant coastal community offering the ultimate Northwest getaway-from seaside recreation to small-town charm.

[LEARN MORE](#)





FOOD + DRINK



SHOPS



ARTS + FESTIVALS



ADVENTURE



SERVICES



PLACES TO STAY



ANTIQUES



PARKS

ANACORTES.ORG



Anacortes Parks Foundation

PO Box 1902 , Anacortes, WA
98221

[VIEW PROFILE](#)[VISIT WEBSITE](#)

Anacortes Physical Therapy

★ CHAMBER MEMBER

3001 R Ave #110 , Anacortes, WA
98221

[VIEW PROFILE](#)[VISIT WEBSITE](#)

Anacortes Printing & Signs

★ CHAMBER MEMBER

1811 Commercial Ave, Anacortes,
WA 98221

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Anacortes Printing & Signs

★ CHAMBER MEMBER

Anacortes Printing & Signs is a family-owned and locally-operated full-service print shop since 1994. Now Expanding our Services to include Signs, Banners & Boat Lettering! Our staff at Anacortes Printing is here to meet all of your custom print needs. With well over 50 years of combined print experience, we provide quick in-house turnarounds and unmatched quality. Shopping local gives you the added benefits of stopping in and viewing paper samples, receiving a printed proof of your job and chatting directly with our designers.

Monday	8-5
Tuesday	8-5
Wednesday	8-5
Thursday	8-5
Friday	8-5
Saturday	Closed
Sunday	Closed

ANACORTESPRINTINGANDSIGNS.COM

 (360) 293-2131

 1811 Commercial Ave Anacortes, WA 98221

ANACORTES.ORG/EVENTS

PLAN YOUR VISIT EXPLORE **EVENTS** FERRY TRAVEL ABOUT ANACORTES BUSINESS DIRECTORY CHAMBER

☒ ALL ☐ CHAMBER EVENTS ☐ COMMUNITY EVENTS

January 2024



Sun	Mon	Tue	Wed	Thu	Fri	Sat
31	1	2 8:00 pm - 9:00 pm ↻ Tuesday Trivia Night	3 6:00 pm - 9:00 pm ↻ Live Music at the Rockfish Grill	4 4:00 pm - 5:30 pm Legislative Send-Off 8:30 pm - 10:00 pm ↻ Open Mic Night	5	6 7:30 pm - 10:00 pm ↻ Live Music at the Rockfish Grill
7 11:30 am - 12:30 pm Yoga + Beer with Ink + Wool's Krysti, RYT	8	9 8:00 pm - 9:00 pm ↻ Tuesday Trivia Night	10 6:00 pm - 9:00 pm ↻ Live Music at the Rockfish Grill	11 11:30 am - 1:00 pm Chamber Luncheon 8:30 pm - 10:00 pm ↻ Open Mic Night	12	13 9:00 am - 2:00 pm ↻ Winter Market 10:00 am - 12:00 pm Friends of the ACFL Family Hike: Mushrooms! 7:30 pm - 10:00 pm ↻ Live Music at the Rockfish Grill



ANACORTES.ORG STATS

UNIQUE VISITORS

2021: 119,403
2022: 101,802
2023: 110,995

TOTAL PAGE VIEWS

2021: 549,643
2022: 246,040
2023: 260,352

TOP PAGE VIEWS

2021: Home, Ferry, Events, Bier on the Pier, and Staying in Anacortes
2022: Home, Events, Ferry, Bier on the Pier, Waterfront
2023: Home, Events, Waterfront Festival, Ferry, Food/Drink



THANK YOU!



City Council Agenda Bill

Meeting Date: March 11, **Agenda Item:** 6.b.
2024

Agenda Item Title: Skagit County Update on Skagit Dam Federal Relicensing

Staff Contact(s): MATT MILLER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Presentation
MATT MILLER	

Item Summary: Skagit County and the Skagit County Dike District and Drainage Flood Control Partnership have reached a tentative settlement agreement for flood risk reduction in the federal re-licensing process for the Skagit River Hydroelectric Project. The tentative agreement includes an integrated natural resources plan that would form a Natural Resources Planning Board and provide for integrated natural resource mapping and characterization, climate change and threat identification scoping, public workshops and stakeholder meetings, administrative structure and long-term recommendations, and development of an integrated plan scope of work and budget.

Budget Impact:

Previous Action: On [1/23/2023](#), City Council approved the signing of the letter to the Federal Energy Regulatory Commission (FERC) Secretary regarding Seattle City Light's FERC re-licensing.

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Anacortes_FERC Flood Settlement

Skagit County Flood Risk Management Seattle City Light FERC Relicensing Update



City of Anacortes

March 11, 2024

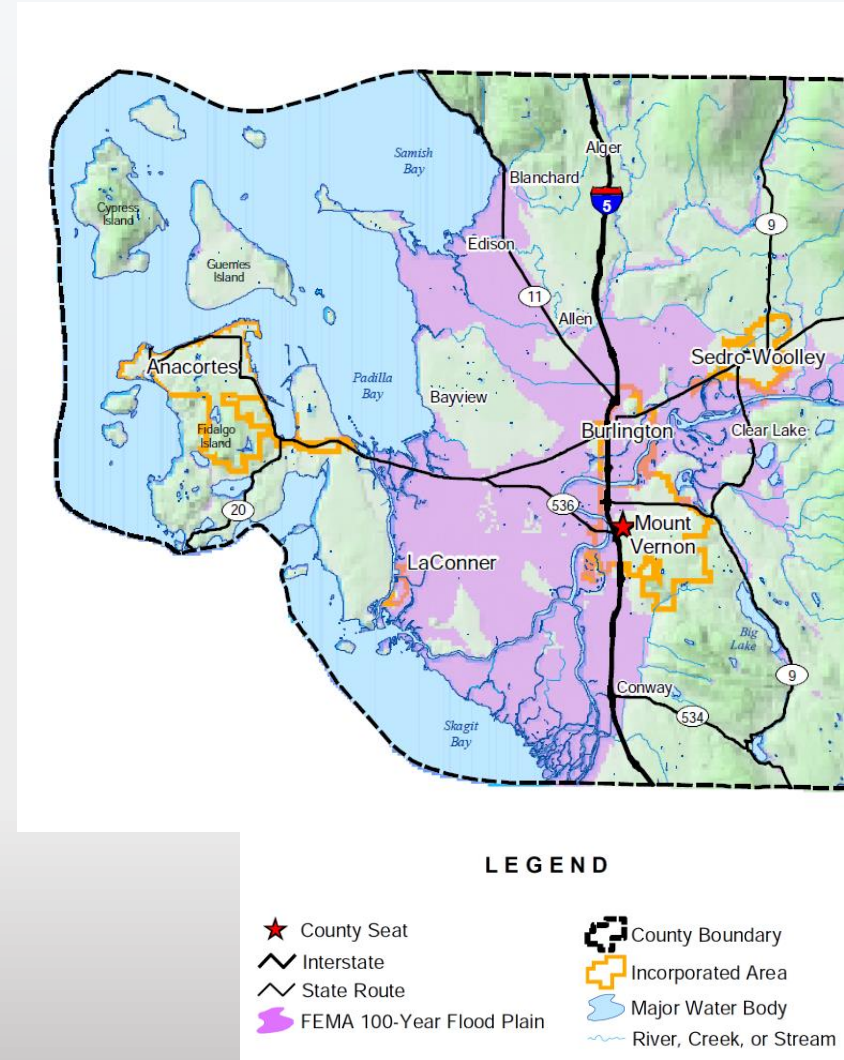
Skagit County

Skagit County Dike District and Drainage Flood Control Partnership

Skagit County Drainage and Irrigation Districts Consortium

Seattle City Light FERC Relicensing Update

- ❖ County and Partnership have reached a Tentative Settlement Agreement for Flood Risk Reduction
- ❖ First time since Ross was authorized
- ❖ Significant flood risk reduction to major populations and infrastructure
 - Burlington, Mount Vernon, Sedro Woolley, La Conner, Hamilton, Lyman
 - Critical EMS facilities (fire, public works, police, hospitals)
 - **Anacortes Water Treatment Plant**
 - I-5, Hwy 9, Hwy 20, Hwy 536, Hwy 11
 - PSE Power transfer stations
- ❖ County and Partnership used a highly cost effective strategy



FERC Relicensing Original Flood Risk Reduction Request

Flood Control is the Primary Purpose of Ross

- ❖ 1946 Corps recommended 200,000 ac-ft of flood storage
- ❖ 1954 revised license set flood storage at 120,000 ac-ft by December 1st

SCL Current Operations

- ❖ Fish Settlement Agreement
- ❖ Requirements for Recreation
- ❖ Drawdown starts earlier than flood control schedule
- ❖ More flood storage is available than required under current license
 - November 2021 flood could have been 8-ft higher
 - Catastrophic flooding of downstream communities
 - Mount Vernon floodwall and levees overtopped/failed

SCL Current Operations

- ❖ Flood Risk Concerns
- ❖ Early Season Floods
- ❖ Large inflows predicted to become more frequent with climate change

FERC Relicensing Original Flood Risk Reduction Request

	License Requirement	Current License	Proposed License
MORE STORAGE	Flood Storage Capacity	120,000 ac-ft	200,000 ac-ft
EARLIER DRAWDOWN	Date	December 1 st	November 1 st

- ❖ Consistent with project purpose
- ❖ Consistent with observed trend of early season major floods
- ❖ Consistent with current operations based on USGS data
- ❖ Supported by the Corps of Engineers
- ❖ Most cost effective way to reduce downstream flood risks
- ❖ City of Anacortes officially supported this original request

Elements of Flood Risk Reduction – Earlier Storage

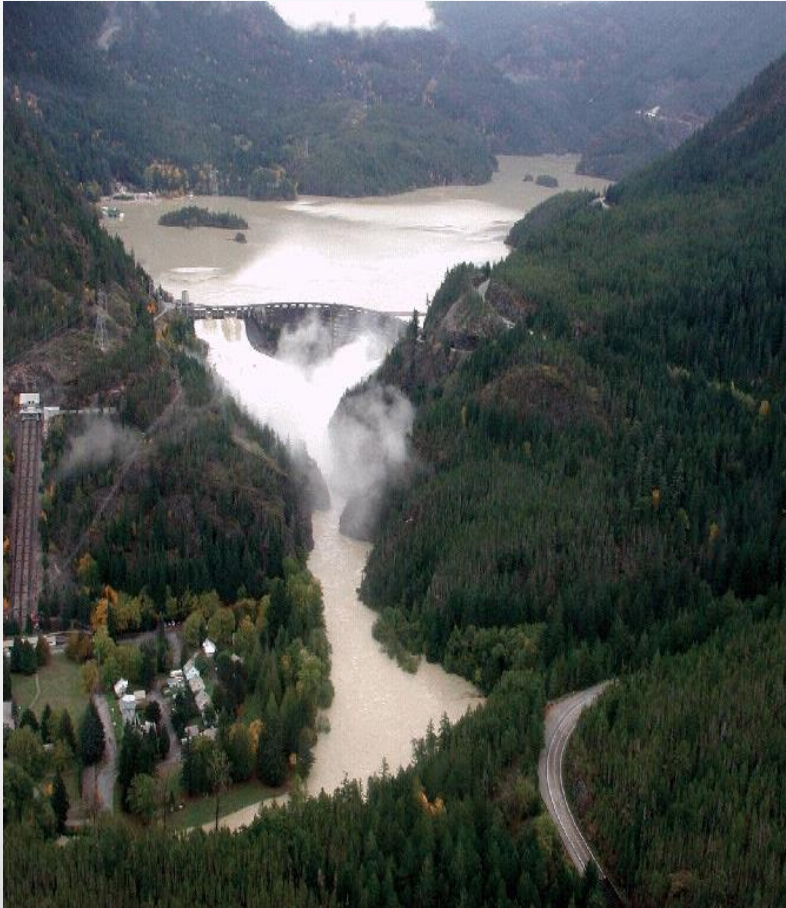
Earlier Drawdown

Major
Floods
Occur
Before
Dec. 1st

Climate
Change
Research
Predicts
Earlier
Floods

Flood Date	Flood Category	Stage Mount Vernon (ft)
Nov. 11, 1990	Major	Unverified
Nov. 25, 1990	Major	37.37
Nov. 30, 1995	Major	37.34
Oct. 17, 2003	Major	33.12
Oct. 21, 2003	Major	42.21
Nov. 6, 2006	Major	39.37
Nov. 23, 2017	Major	34.69
Nov. 16, 2021	Major	37.32 (P)

Elements of Flood Risk Reduction – More Storage



Importance of Storage

Prior to the 2021 flood, SCL had approximately 170,000 ac-ft (significantly more than the exiting license)

Per US Army Corps, the 2021 flood would have been appx. 8-ft higher without reservoir storage space
[Seattle District > Seattle District News Releases](#)

Ross Integrated Operations Plan (RIOP)

Summer 2023

- ❖ County, Partnership, and Consortium Partnership worked with Tribes, National Park Service, and Resource Agencies to develop a proposal for a Ross Operations Integrated Plan (RIOP)
- ❖ RIOP was intended to integrate fisheries, recreation, and flood interests
 - Ross Summer Variable Reservoir Operations Zone
 - Flood Risk Reduction
 - Fisheries Settlement Agreement

Fall 2023

- ❖ Presented to the SCL Comprehensive Settlement Table in fall 2023

December 2023

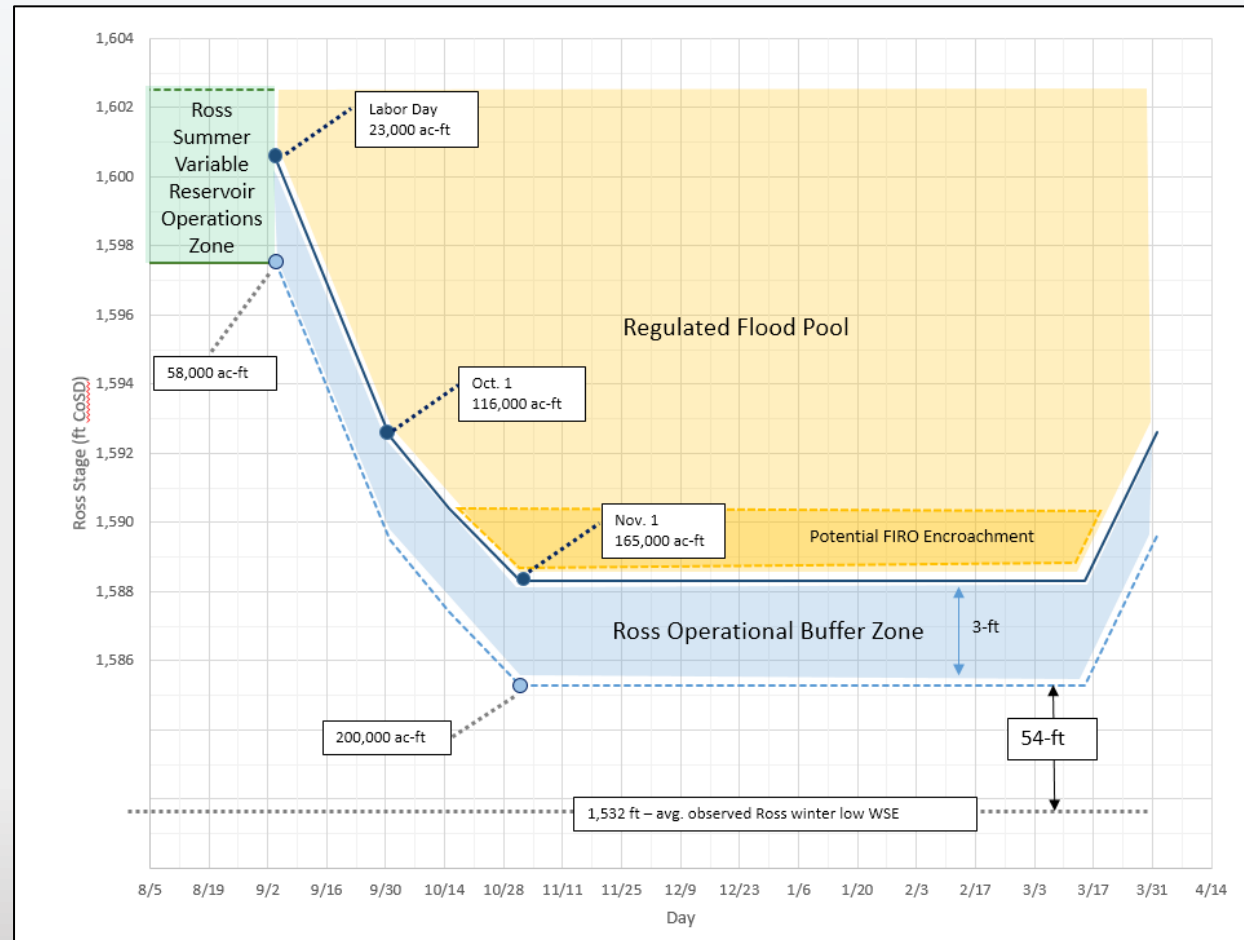
- ❖ Ultimately let to the Tentative Comprehensive Settlement Agreement in late 2023

Ross Integrated Operations Plan (RIOP)

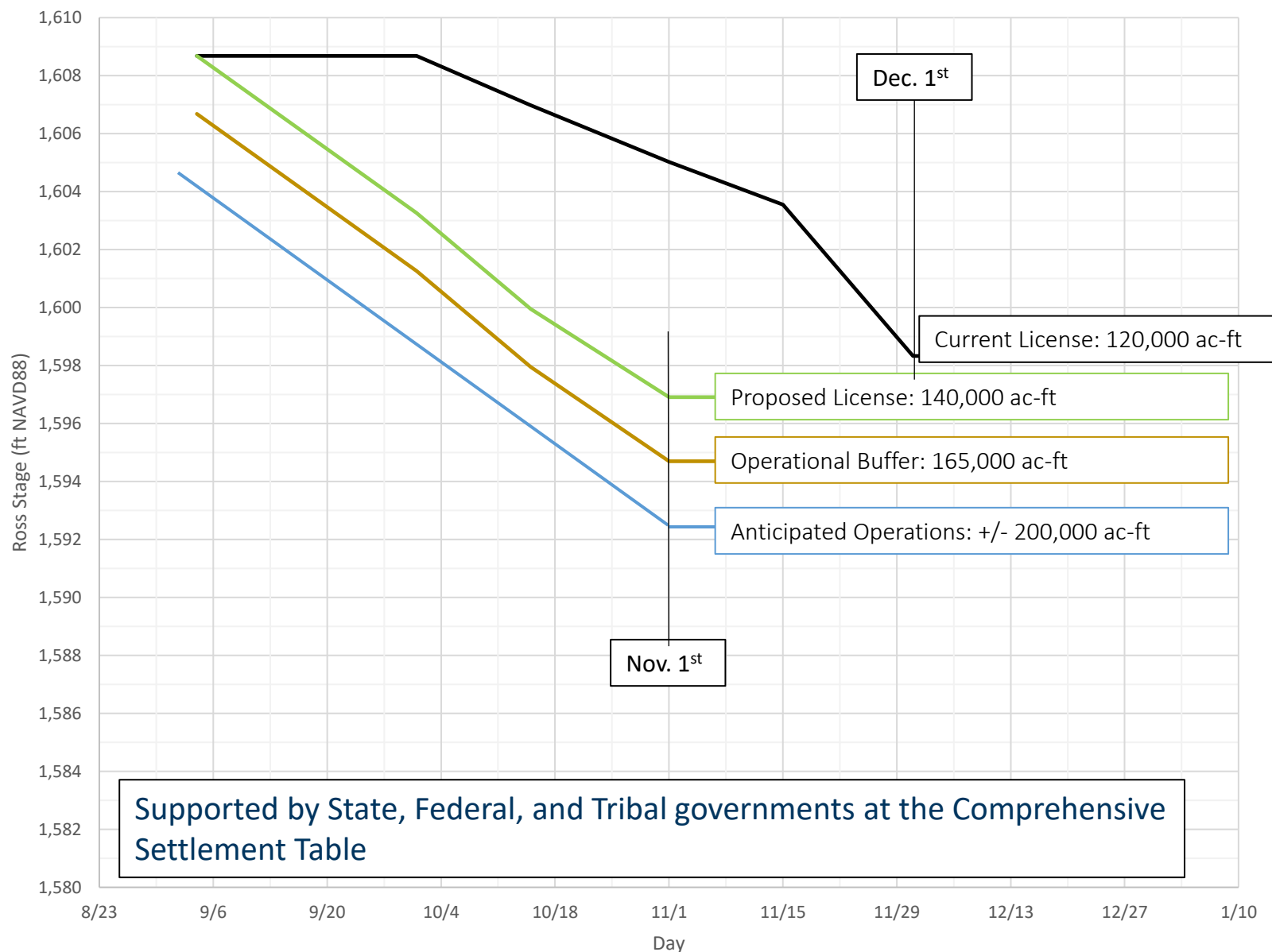
Recreation and habitat goals in Ross

Drawdown supports spawning and incubation flows

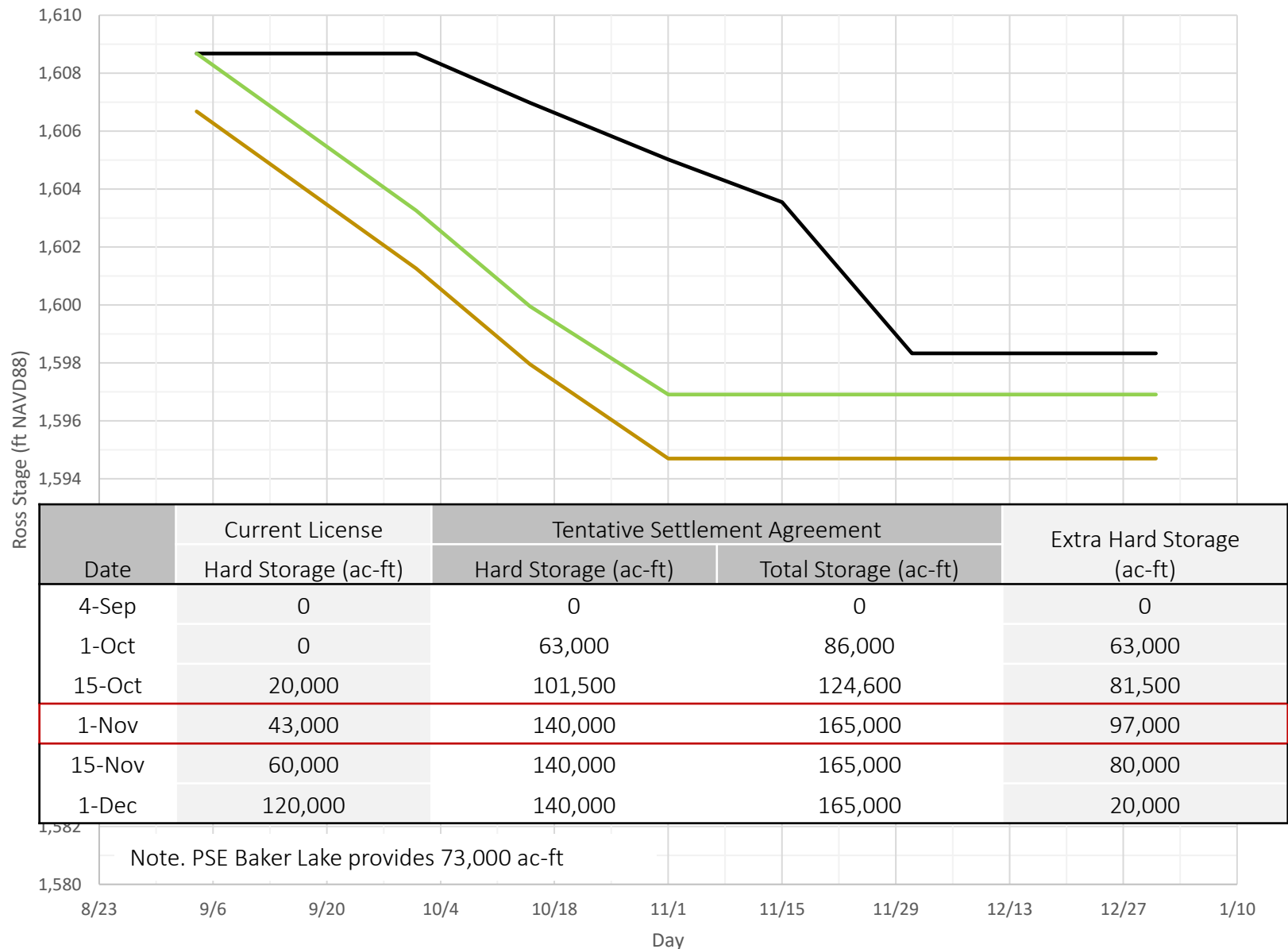
Early drawdown increases early season flood storage



Tentative Flood Risk Settlement Agreement



Tentative Flood Risk Settlement Agreement



Integrated Natural Resources Plan

- 1) Form and Facilitate a Natural Resources Planning Board
- 2) Integrated Natural Resource Mapping and Characterization
- 3) Climate Change and Threat Identification Scoping
- 4) Public Workshops and Stakeholder Meetings
- 5) Administrative Structure and Long-term Recommendations
- 6) Development of Integrated Plan Scope of Work and Budget

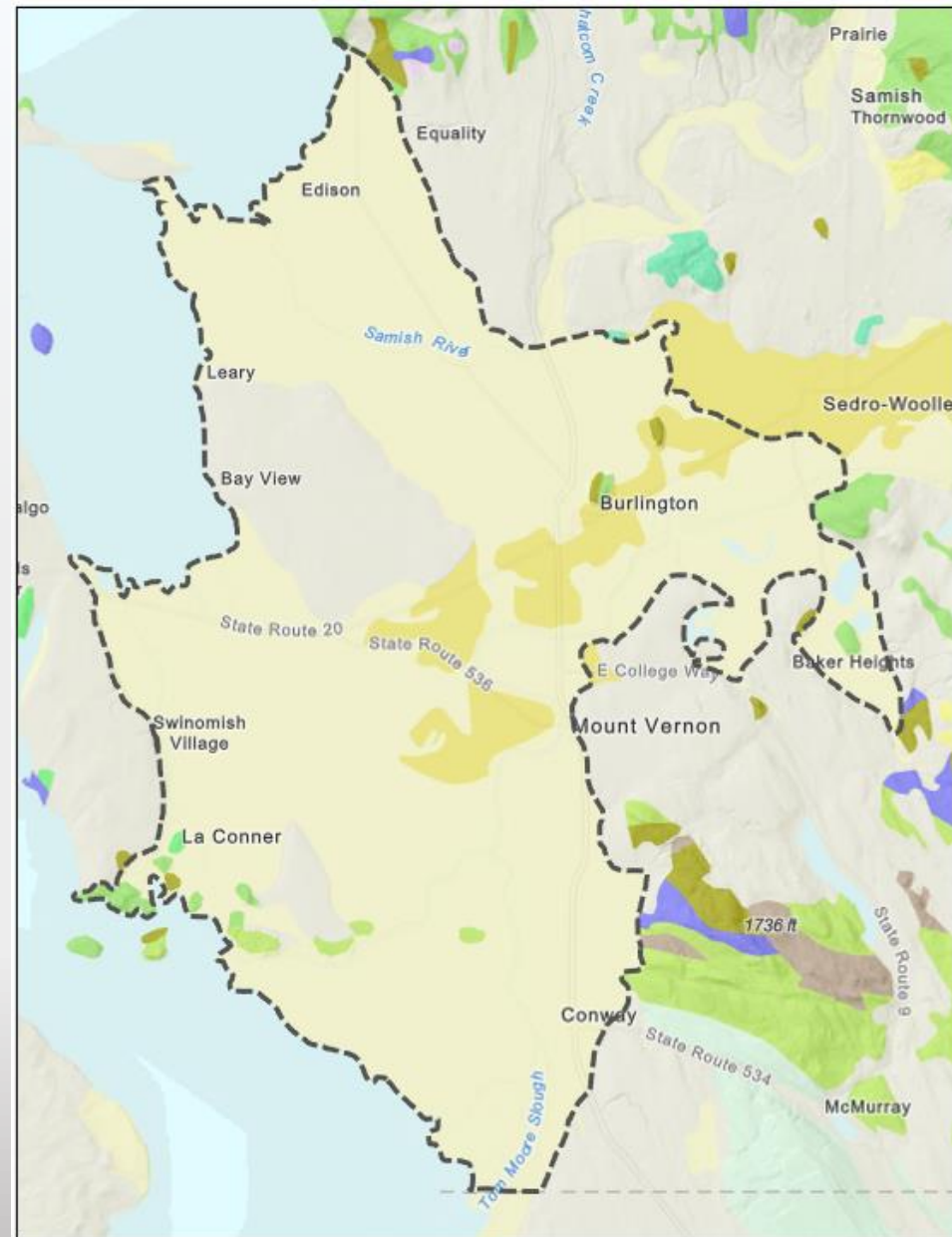


Figure 1. Skagit Natural Resources Integrated Plan. Study Area Map

Next Steps



- ❖ SCL will file for final Ready for Environmental Review by end of 2024
 - Goal is to include a Comprehensive Settlement Agreement
- ❖ NEPA Process begins in early 2025



City Council Agenda Bill

Meeting Date: March 11, **Agenda Item:** 6.c.
2024

Agenda Item Title: Emergency Medical Services Levy Presentation

Staff Contact(s): Bill Harris

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Presentation
Bill Harris	

Item Summary: Josh Pelonio from the Skagit County Department of Emergency Medical Services (EMS) will provide a presentation regarding the upcoming EMS Levy renewal.

The Board of County Commissioners adopted a resolution to place an EMS levy renewal on the April 23, 2024, special election ballot. The EMS levy must be renewed every six years, and the current levy is set to expire at the end of this year.

The ballot measure asks voters to renew the EMS levy at \$0.47 per \$1,000 of assessed property value (the maximum is \$0.50 per \$1,000). The EMS levy was last renewed by voters in 2018 at \$0.44. Since then, the rate has dropped to \$0.30.

The \$0.17 levy rate increase will fund:

- Paramedics and Emergency Medical Technicians
- Medical education and training
- Fuel
- Equipment
- Ambulance maintenance and replacement
- Medical supplies

In the last four years, call volumes have increased by 25 percent, which is primarily due to the area's growth and aging population. In 2023, provider agencies responded to more than 18,000 calls and provided more than 9,200 ambulance transports to area hospitals. As a result, costs for medical supplies, fuel, equipment, personnel, and ambulance replacements have increased.

Budget Impact:

If passed, the new levy rate will increase funding to COA.

Previous Action:

Recommended Motion: N/A

Alternative Actions:

Attachments (listed in order presented): None



City Council Agenda Bill

Meeting Date: March 11, **Agenda Item:** 6.d.
2024

Agenda Item Title: Contract Award: Dedicated Internet Access - NoaNet #24-102-FBR-001

Staff Contact(s): JAMES LEMBERG , Emily Schuh

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

Item Summary: City staff seeks City Council consent to award a contract to Northwest Open Access Network (NoaNet) to provide Dedicated Internet Access (DIA) Service for the City-managed ISP service. The City is committing to a 36-month term with a monthly cost of \$3,450.00, for a total contract amount of \$124,200.00.

Background:

1. History:

- The City has established a municipally-owned Internet Service Provider (ISP) providing affordable high-speed Internet, dark fiber, and Metro Ethernet services throughout the City of Anacortes over our community-owned fiber optic infrastructure. The City requires Dedicated Internet Access (DIA) as we are establishing a City-managed ISP service.
- Each evening we experience a peak download traffic volume of 8 to 9 gigabits per second (Gbps). During the Super Bowl, we experienced a peak download traffic volume of 9.962 Gbps. As we continue adding customers, daily & special event peak download volumes will increase and move past the 10 Gbps level.
- The City's current primary upstream Internet source is a 10 Gbps DIA service from Cogent Communications (Cogent) provided over a 10 Gbps interface.
- The City's current backup upstream Internet source is a 7 Gbps DIA service from NoaNet provided over a 10 Gbps interface.
- This contract provides 12 Gbps symmetrical service over a 100 Gbps interface and will allow the City to increase our primary upstream Internet source as our customer base grows.
- The City will make the NoaNet DIA our primary upstream Internet source and switch our Cogent DIA to become our backup Internet source.

2. Key Terms:

- The terms and conditions of the City's Master Services Agreement #23-111-FBR-001 with NoaNet apply to this service order.
- The City is committing to a 36-month term with a monthly cost of \$3,450.00.
- Rather than separately assessing a one-time installation charge, that cost has been included in the monthly charge.

3.Competitive Bidding:

- This work is considered a Personal Service and as such the City made an informal request for proposals.
- NoaNet's monthly price for 12 Gbps DIA (with one-time installation costs included in the monthly charge) is slightly more than other service providers' (e.g., Astound / Wave, Cogent Communications) prices for just 10 Gbps of DIA.

Budget Impact:

Vendor	Northwest Open Access Network
Contract Amount	\$124,200.00 for 36 months
Earmarked Funds	\$340,679.00
BARS #	001.260.532.10.41
Budget Amendment Required?	No
Start Date	Inception
End Date	36 months

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract #24-102-FBR-001 with Northwest Open Access Network in the amount of \$124,200.00 for Direct Internet Access (DIA) Service.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-102-FBR-001



Service Order Summary

**113 Cherry St
PMB 99352
Seattle WA 98104-2205
<http://www.noanet.net>**

Quote Date

1/26/2024

Quote #

ES14507

Expires

3/31/2024

Bill To

Fiber Division Accounts Payable
City of Anacortes
PO Box 547
Anacortes WA 98221

Description	MRR	NRR	Term in Months -	Desired FOC
12Gbps Dedicated Internet Access	3450.00	0.00	36	

This is a request for a 12Gbps Dedicated Internet Access service at 311 Cedar St, Burlington, WA 98233.

I have read, understand, accept, and agree to the terms of this Service Order Summary. This Service Order Summary is subject to the terms of the Master Services Agreement, which is incorporated herein by reference. If a Master Service Agreement is not already in place between NoaNet and the customer, signature of this document will agree to comply with the Master Service Agreement posted on the NoaNet Website. All changes must be in writing. Any changes may result in a new installation date and additional charges. The above rates do not include any taxes, fees, or surcharges applicable to the Services. Termination liability clauses are in effect in accordance with the terms agreed upon in the Master Service Agreement. Late payments subject to 1.5% late fee. In the event of early termination by Customer, Customer shall not be entitled to reimbursement of fees already paid to NoaNet, shall not be entitled to receive services from NoaNet as specified in the agreement. Quotes are estimates only and pricing is subject to change. With respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services will be assessed to customer.

Signature

Date _____

Print Name Matt Miller



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Master Agreement"), made and entered into by and between City of Anacortes, a Municipal Corporation, organized under the laws of the State of Washington, hereinafter called "Customer" or "City" and Northwest Open Access Network, a Washington non-profit mutual corporation, hereinafter called "NoaNet". This Master Agreement (sometimes "MSA") becomes legally binding and effective upon signature by both parties.

RECITALS

Customer desires to use NoaNet's fiber optic cable system for transportation of data (the "Communication Transport Services" or "CTS") as well as such other services as are described in Service Orders between NoaNet and Customer that incorporate the terms of this Master Agreement (a "Service Order"); and

Subject to the terms of this Master Agreement and applicable Service Orders, NoaNet is agreeable to provide CTS and other Services to Customer. Customer may use Services only for authorized and lawful purposes.

NOW, THEREFORE, Customer and NoaNet, in consideration of mutual conditions and covenants hereinafter described, do agree as follows:

1. Overview: This Master Agreement states the general terms and conditions by which NoaNet will deliver and Customer will receive any or all of the services provided by NoaNet. The specific services and/or products to be provided and the procedure for obtaining services shall be detailed in an associated Service Order (the "Service Order"). This Master Agreement is intended to cover any and all services ordered by Customer and provided by NoaNet in connection with any agreement between the parties that incorporates the terms of this Master Agreement (collectively, the "Services"). Customer may use services only for authorized and lawful purposes.

2. Delivery of Services: By entering into a Service Order, Customer agrees to take and pay for, and, by accepting the Service Order, NoaNet agrees to provide, the Services(s) during the term described on the Service Order. NoaNet has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. NoaNet is not liable or responsible for content, errors in transmission, or failure to establish connection.

3. Installation and Interconnection of Services: Unless otherwise provided elsewhere in this Master Agreement or any Service Order, NoaNet will pay for, provide, install, maintain, operate, control and own (or be the licensee of) any equipment, cable, software or facilities provided by NoaNet or its licensors ("NoaNet Facilities"), which will remain NoaNet's personal property regardless of where located or attached. Customer may not rearrange, move or disconnect the NoaNet Facilities, and is responsible for any damage to or loss of NoaNet Facilities or interruption of the Services caused by Customer's conduct or that of its customers or end users. NoaNet has no obligation to install, maintain or repair any equipment owned or provided by Customer, except as may be specifically provided in a Service Order. If Customer's or its customer's or an end user's equipment is incompatible with NoaNet's Facilities or the Services, Customer is responsible for any special interface equipment or facilities necessary to ensure compatibility. Customer is responsible to ensure that its equipment does not interfere with the provision of or functionality of the Services to Customer or other parties with whom NoaNet contracts. If, in responding to a Customer initiated service call, NoaNet reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided facilities, equipment or software, Customer will pay NoaNet for such service call at NoaNet's then prevailing rates.

3a. The services provided under this Agreement or any related Service Order do not include any work defined as a "public work" by RCW 39.04.010, with a recognized construction trade or occupation for which minimum wage categories are established by the Department of Labor and Industries of the State of Washington in the locality of the Customer's projects or purchases. Work that falls under this definition must be agreed to by both parties through a separate contract.

4. Changes. NoaNet may reconfigure, reprogram, substitute, rearrange or otherwise change any NoaNet Facilities or its Services, whether such NoaNet Facilities are on the Customer's premises or otherwise, at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer without the Customer's knowledge or consent. Except as may be provided in a Service Order (or a Service Level Agreement pertaining to the Service Order), no specific advance notification period is applicable but NoaNet will use its best efforts to notify the Customer of the planned timing of such activities and will use reasonable efforts to perform such activities at a time that is agreeable to the Customer (except where emergency conditions exist or where such change is required by a governmental agency or other authority to take place immediately).

5. Term: Subject to the termination provisions of Sections 14 and 15 the initial term for each service will commence and end on the dates indicated in the applicable Service Order. Thereafter, the term of the Service Order will automatically renew for successive 1-year terms unless terminated by either party upon no less than 30 days written notice prior to the end of the initial or renewal term, or unless otherwise specified in the Service Order. This Master Agreement shall continue until terminated by written notice as provided herein. Upon termination of this Master Agreement, all rights of Customer to receive services from NoaNet will automatically cease.

6. Fees and Payment Terms: Customer shall pay all fees due for services according to the prices and terms listed in the Service Order. Upon completing provisioning, installation and testing of the NoaNet Facilities needed to provide services ordered by Customer, NoaNet will notify Customer that the Services are available for Customer's use. The Services may be subject to a Monthly Recurring Charge ("MRC") as set forth in the applicable Service Order. NoaNet reserves the



right to change the MRC for such services at any time, after the initial term thereof upon 25 days prior written notice to Customer. NoaNet's fees for Services (including MRC) do not include any governmental taxes or tax-related charges, fees, surcharges or other amounts assessed by any government, which may be incurred in connection with services to be provided hereunder, all of which shall be paid by Customer. Any installation charges or other non-refundable Non-Recurring Charge ("NRC") to be billed one time will appear on the first monthly invoice. Additional installations and charges must be pre-approved by Customer. NoaNet reserves the right to recover any additional installation charges accrued during installation.

Any payment not received within thirty (30) days of the invoice date will accrue interest at a rate of one and one-half percent (1½%) per month, or the highest rate allowed by applicable law, whichever is lower.

7. Early Termination Charges: If (a) Customer terminates this Master Agreement or any Service Order for reasons other than for Cause; or (b) NoaNet terminates this Master Agreement or any Service Order pursuant to Sections 14 or 15, then Customer will pay, within thirty (30) days after such termination the following with respect to the terminated Service Order or with respect to all Service Orders if the Master Service Agreement is terminated: (i) all accrued but unpaid charges incurred through the date of such termination, as well as NoaNet's fees for the balance of the month in which the termination is effective, plus (ii) an amount equal to fifty percent (50%) of the remaining "MRC" for the then current term, plus (iii) a pro rata portion of any and all service credits received by Customer. In the event of termination by either Party (except for termination by Customer for Cause), Customer shall not be entitled to reimbursement of fees already paid to NoaNet.

[If Customer terminates a Service Order and enters into a new Service Order within ninety days of such termination, then payment of the amounts set forth above will be offset against the MRCs to be charged over the term of the new Service Order.]

If Customer desires to cancel a Service Order prior to the Firm Order Confirmation NoaNet notifying Customer that the Services are available for Customer's use, the following conditions apply, (I) where a Service Order is canceled by the customer prior to the start of any design work or installation of facilities, no charge applies, (II) when a service that requires design work is canceled after the design work has begun, NoaNet may collect charges equal to the cost incurred for the design work time and materials to date of the termination (for NoaNet employees that do such work, the charges will be calculated at NoaNet's standard rates for such work), and (III) if cancellation is requested after installation work has begun, NoaNet may collect charges equal to the cost incurred for the installation work based on a time and materials basis (for NoaNet employees that do such work, the charges will be calculated at NoaNet's standard rates for such work).

8. Limitation of Liability: The total liability of NoaNet and its underlying service and equipment providers to Customer in connection with this Master Agreement and any Service Order, for any and all causes of actions and claims, including, without limitation, breach of contract, breach of warranty,

negligence, strict liability, misrepresentation and other torts, shall be limited to the lesser of: (a) direct damages proven by Customer; or (b) the amount of NoaNet's insurance limits. In no event shall NoaNet be liable for special, punitive, consequential or incidental damages, including without limitation, lost revenue, profits or other benefit whether by tort, contract, or otherwise.

9. Insurance:

A. Insurance Term: NoaNet 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 NoaNet, its agents, representatives, or employees.

B. No Limitation: NoaNet's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of NoaNet 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: NoaNet 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 at 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 occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under NoaNet'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 endorsement form CG 20 26.

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Network Security (Cyber) 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: NoaNet 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, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

3. Network Security (Cyber) Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate.

E. City Full Availability of NoaNet Limits: If NoaNet 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 NoaNet, irrespective of whether such limits maintained by NoaNet 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 NoaNet.

F. Other Insurance Provision: NoaNet's Automobile Liability insurance and Commercial General Liability 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 NoaNet's insurance and shall not contribute with it.

G. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Insurance provided by a utility self-insurance pool is acceptable.

H. Verification of Coverage: NoaNet 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 NoaNet before commencement of the work.

I. Subcontractor's Insurance: NoaNet shall cause each and every Subcontractor related to the performance of this Agreement to provide insurance coverage that complies with all applicable requirements of NoaNet-provided insurance as set forth herein, except NoaNet shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. NoaNet shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

K. Failure to Maintain Insurance: Failure on the part of NoaNet 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 NoaNet 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 NoaNet from the City.

10. Force Majeure: Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, a Cyber-Security Event adverse weather conditions, governmental action, labor difficulties and failures or delays of supplier-provided equipment or services. Customer's invocation of this clause shall not relieve Customer of its obligation to pay for any services actually received. In the event such failure continues for 60 days, the other party may terminate the affected portion of the Services.

11. Assumption of Risk: Customer recognizes that use of NoaNet's property and NoaNet's Facilities shall be at its own risk, and therefore, expressly assumes any risk arising from the use of any of the Services.

12. DMCA Policy. NoaNet provides information to help copyright holders manage their intellectual property online, but NoaNet cannot determine whether something is being used legally or not without their input. NoaNet responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act (the "DMCA"). If Customer believes someone is violating Customer's or its End Users' copyrights and wants to notify NoaNet, Customer can find information about submitting notices, and NoaNet's policy about responding to notices at www.noanet.net.

13. Intellectual Property Rights. This Master Agreement and any Service Order does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property except as expressly provided therein.

14. Indemnity: Customer agrees to indemnify, defend and hold harmless NoaNet, its underlying service and equipment providers, and its members, and the commissioners, officers, directors, employees, agents and other representatives of NoaNet and its members from all losses or damages arising from Customer's breach of this Master Agreement, a Service Order, violation of any third party intellectual property right, all claims of any kind by Customer's end users, or any act or omission of Customer in connection with any service provided hereunder

Subject to the limitation of liability provisions provided herein, NoaNet agrees to indemnify, defend and hold harmless Customer from all losses or damages arising from or related to personal injury or property damage caused by the alleged negligence or willful misconduct of NoaNet.



15. Termination by NoaNet: NoaNet may terminate this Master Agreement or any Service Order hereunder, or suspend services (a) ten (10) days after written Notice of Customer's failure to pay any amounts due to NoaNet within thirty (30) days of invoice date, however, no advance notice or opportunity to cure will be required if a notice to terminate for failure to make payments had been given to Customer during the preceding twelve months; or (b) thirty (30) days (or such shorter time as permitted hereunder) after written Notice of Customer's breach of any other provision of the Master Agreement or Service Order or any law, rule or regulation governing the services, which breach is not cured within the time set forth in the Notice; or (c) thirty (30) days after written Notice that Customer has provided false information to NoaNet regarding the Customer's identity, creditworthiness, or its planned use of the services; or (d) on 30 days written Notice if there is no Service Order then in effect; or (e) upon no Notice if there is an emergency and NoaNet deems such action as necessary in order to protect the property and rights of NoaNet.

16. Termination for Cause: Either Party may terminate this Master Agreement and any or all Service Orders for Cause. "Cause" shall mean a breach by the other party of any material provision of this Master Agreement or Service Order, provided that written Notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice, unless a shorter time period is provided herein or in the applicable Service Order, in which case that time period will apply.

17. Effect of Termination. If this MSA or a Service Order is terminated, then, regardless of the cause of the termination: (i) the rights granted by NoaNet to Customer and its End Users will immediately cease; (ii) Customer will immediately delete any Software on its computers, (iii) NoaNet will delete any customer Application and any Customer Data from its computers; and (iv) upon request, each party will use commercially reasonable efforts to return or destroy all other Confidential Information of the other party, except NoaNet may elect not to delete and may withhold returning Customer Data or Confidential Information until it has been paid in full.

18. Resale of Services: Any Service provided under this Master Agreement or Service Order may be resold to or shared with other persons or entities at the option of the Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. The Customer remains solely responsible for all services ordered by it or billed to its account, for determining who is authorized to use its services and taking appropriate actions to enforce such a determination, and for immediately notifying NoaNet of any unauthorized use. Customer will require each such user to comply with the terms of this Master Agreement and any applicable Service Order (except for payment of fees) to the same extent as if the contracts were between NoaNet and that user. Customer will obtain such compliance and will indemnify and hold NoaNet harmless for failure to do so. NoaNet has no obligation to provide notice to or otherwise communicate with the users or customers of Customers.

19. Assignment: Customer shall not assign, pledge, transfer or otherwise convey all or any part of

the rights and privileges granted by this Master Agreement, any Service Order in any manner without prior written consent of NoaNet, which consent it will not unreasonably withhold. Any transfer by merger, consolidation or liquidation of Customer, or any change in the ownership of or power to vote the majority of its voting rights (whether effected in one or more transactions or events occurring over any twelve-month period of time) shall constitute an assignment for purposes of this Section. Customer may enter into agreements with other parties for transport circuits on terms consistent with this Master Agreement.

20. Taxes: Each party shall be responsible for its own federal, state and local taxes, assessments, fees, surcharges and other financial impositions. Notwithstanding the foregoing, Customer agrees that if there is any tax payable by it, but which is to be collected by NoaNet which NoaNet does not collect for any reason, upon assessment thereof by the applicable taxing agency, and demand by NoaNet, Customer shall immediately remit the same to NoaNet or the agency, as directed by NoaNet, even if such assessment arises after the termination of this Master Agreement or the applicable Service Order.

21. Representations and Warranties:

(i) Each party represents and warrants that it has full power and authority to execute, deliver, and perform its obligations under this Master Agreement and each Service Order. (ii) NoaNet represents and warrants to Customer that any services provided hereunder or under the Service Order will be performed in a manner consistent with that of other reputable providers of the same or similar services in the same locality.

NoaNet does not warrant that its system or the services to be provided by NoaNet will be error-free or uninterrupted. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS MASTER AGREEMENT, NOANET MAKES NO WARRANTY FOR IT OR ITS UNDERLYING SERVICE AND EQUIPMENT PROVIDERS, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY PORTION OF THE NETWORK OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

22. Approval of Service Orders and Addenda. Upon request of specific services by Customer, NoaNet will prepare and submit to Customer a Service Order (and attachments or addenda) describing the services, terms of services and fees for such services.

a. The Service Order (and its attachments and addenda) will still be binding upon Customer from and after the receipt and use of the Services by Customer.

b. Any changes to the proposed Service Order that are submitted by Customer will be binding on NoaNet only if approved in writing by NoaNet.



23. Use of Name and Trademarks: Neither party shall use any name, logo or service mark of the other party in marketing services to others without the express written consent of the other party.

24. Confidentiality:

a. NoaNet Data. Customer shall treat all information made available or disclosed to, or developed or obtained by NoaNet as the result of or related to this Master Agreement or a Service Order ("NoaNet Confidential Information") as confidential. Such Confidential Information specifically includes all source codes to any software used to provide the Service. Customer will limit its use of NoaNet Confidential Information to that which is necessary to receive or use the Services from NoaNet. This MSA or any related Service Orders shall not be considered Confidential Information. The Parties specifically acknowledge that the City is subject to the requirements of the Public Records Act at Chapter 42.56 RCW and that any requirements of the Act will supersede any provision of this Agreement.

b. NoaNet will treat all information and data received from Customer or its Registered End Users which is marked as confidential or would normally under the circumstances be considered confidential information ("Customer Confidential Information") as confidential. Without limiting the foregoing, personally identifiable information of Customer's end users will be deemed Customer Confidential Information.

c. Except as provided herein, each party will use the other party's Confidential Information only for the purpose of providing or receiving the Services. Except as provide herein, neither party will disclose the other party's Confidential Information to any person other than employees, agents, NoaNet's Third Party Suppliers, and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will further ensure that its employees, agents and professional advisers who receive such Confidential Information will maintain the confidentiality of that information to the same extent as the receiving party is required to do hereunder.

d. Either party may disclose Confidential Information that (i) is independently developed by the recipient, (ii) is rightfully given to the recipient by a third party without confidentiality obligations, (iii) becomes public through no fault of the recipient, or to the extent required by applicable law. Notwithstanding the foregoing, the recipient may disclose the requested information if refusal would: (a) result in a violation of law; (b) obstruct a governmental investigation; and/or (c) lead to death or serious physical harm to an individual.

e. Notwithstanding any provision to the contrary in this Service Order, NoaNet may also disclose Confidential Information or non-confidential documents which it deems advisable upon advice of counsel to disclose under the Washington State Public Records Act (42.56 RCW), or any other applicable public disclosure requirement. In connection with any such disclosure NoaNet agrees to provide the Customer seven (7) days written notice of impending release, provided that all liabilities or expenses incurred in connection with the non-disclosure or any applicable

litigation shall be borne by the Customer, including any damages, penalties, attorneys' fees, or costs awarded by reason of having opposed disclosure, and further provided that NoaNet shall not be liable for any release which is either compelled by process of law, or where notice was provided and Customer took no action to oppose the release of information or documents.

f. This provision will survive termination of this Agreement.

25. Third Party Suppliers. NoaNet may engage Third Party Supplier to provide parts of the Services. NoaNet will ensure that its Third Party Suppliers will only access and use Customer Data in accordance with the terms of the applicable Service Order. Customer consents to NoaNet subcontracting the processing of Customer Data to Third Party Suppliers. At the written request of the Customer, NoaNet will provide additional information regarding Third Party Suppliers and their locations.

26. Infringement Remedies. If NoaNet reasonably believes the Services might infringe a third party's intellectual property rights, then NoaNet may, at its sole option and expense: (a) procure the right for Customer to continue using the Services; (b) modify the Services to make them non-infringing without materially reducing their functionality; or (c) replace the Services with a non-infringing, functionally equivalent alternative. If NoaNet does not believe these remedies are commercially reasonable, then NoaNet may suspend or terminate Customer's use of the impacted Services.

27. Publicity. NoaNet may include Customer's name or its trademarks in a list of NoaNet customers, online or in promotional materials. NoaNet may also verbally reference Customer as a customer of the Services. Customer may revoke this right to use its trademarks under this Section with written notice to NoaNet and a reasonable period to stop the use.

28. Governing Law: This Master Agreement, and the Service Orders are governed by and subject to the laws of the State of Washington, excluding its principles of conflicts of law.

29. Litigation: If either party commences litigation under this Master Agreement, a Service Order the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

30. Remedies not Exclusive: The remedies provided in this Master Agreement, or a Service Order shall be in addition to all other remedies to which NoaNet may be entitled at law or in equity, including without limitation the right to recover unpaid amounts with interest at the applicable statutory judgment rate, but accruing from the date initially due.

31. Jurisdiction; Venue: The parties consent to the personal jurisdiction of the courts of the State of Washington so that any litigation concerning or arising out of this Master Agreement, a Service Order shall be brought in Washington. The parties agree not to claim that Washington is an inconvenient place for trial. The venue of any such legal action shall be King County Superior Court of the State of Washington.



32. Waivers: No waiver of any provision or breach of this Master Agreement, a Service Order shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of or any other breach of this Master Agreement or a Service Order.

33. Notices: As used herein a "Notice" is a notice, request, demand or other communication given by one party to the other which is required or may be given pursuant to the terms of this Master Agreement, a Service Order. Such Notices shall be in writing and shall be deemed to have been duly given on the earlier of (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by email upon written confirmation of receipt by the recipient of such notice:

If to NoaNet:

Northwest Open Access Network
7195 Wagner Way Ste 104
Gig Harbor, WA 98335
Ph: (253) 292-9936
Fax: (253) 320-2129
email:

If to Customer:

City of Anacortes
Attention: Tiffany Matson
PO Box 547
Anacortes, WA 98221
Email: contracts@cityofanacortes.org

Such addresses and numbers may be changed, from time to time, by means of a notice given in the manner provided herein.

34. Survival. *All provisions which by their nature should survive termination, will survive termination or expiration of this Agreement and any applicable Service Order. Without limiting the foregoing, the Sections herein entitled Limitation of Liability, Indemnity, Use of Name and Trademarks, and Confidentiality shall survive termination or expiration of this Agreement or the applicable Service Order.*

35. Entire Agreement: This Master Agreement and any addendums, attachments, Service Orders and other documents incorporated herein constitutes the entire agreement between the parties with respect to its subject matter. Except as otherwise set forth herein, no amendment to this Master Agreement shall be valid unless in writing and signed by both parties. In the event of any inconsistency between the terms contained in this Master Agreement and any specific provisions of the Service Order, the terms of the Service Order shall prevail. References herein to exhibits mean exhibits to this Master Agreement and to the Service Orders unless the context indicates otherwise.

36. Definitions. As used herein and in applicable Service Orders, the following words will have the following meaning:

a. "Application" means a computer program designed to perform specific functions for users.

b. "CTS" or "Communication Transport System" means NoaNet network assets used to provide telecommunications services.

c. "Confidential Information" means either "NoaNet Confidential Information" or "Customer Confidential Information" as defined in Sections and 23.b.

d. "Customer Data" means information provided by Customer or its End Users for storage of NoaNet Facilities.

e. "Cyber-Security Event" means an act or attempt, successful or not, to gain unauthorized access to, disrupt or misuse NoaNet Facilities or any information stored on NoaNet Facilities.

f. "DMCA" means the U.S. Digital Millennium Copyright Act.

g. "End User" means a person or company that has a contract with Customer to use one or more of the Services.

h. "MRC" means Monthly Recurring Charges.

i. "MSA" means this Master Services Agreement.

j. "Network" has the meaning provided in Section 2.

k. "Network Facilities" has the meaning provided in Section 3.

l. "NRC" means non-recurring charges.

m. "Registered End User" is an End User that has registered with NoaNet to receive and use Services from NoaNet.

n. "Services" means the services NoaNet will provide to Customer as described in the applicable Service Order.

o. "Service Order" means any written agreement between Customer and NoaNet that incorporates the terms of this Master Agreement.

p. "Software" means programs and other operating information used by a computer to perform functions.

q. "Third Party Supplier" means persons or companies engaged by NoaNet to provide software, hardware or services to NoaNet.



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.

Northwest Open Access Network

By: Craig Nelson
Name: Craig Nelsen
Title: Chief Executive Officer
Date: 3/20/2023

City of Anacortes

By: Matt Miller
Name: Matt Miller
Title: Mayor
Date: 3/20/2023



City Council Agenda Bill

Meeting Date: March 11, 2024 **Agenda Item:** 6.e.

Agenda Item Title: Contract Award: Stormwater Master Plan Update #24-103-STM-001

Staff Contact(s): DIANE HENNEBERT, Andrew Rheaume

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 \$481,510.00 to Osborn Consulting, Inc. to develop the Stormwater Master Plan Update. Osborn Consulting, Inc. will develop a 2024 Stormwater Comprehensive Plan that will address new and increased requirements of the MS4 Permit and updated projections of future customer and infrastructure growth and development.

Background:

1. **History:** The City's existing stormwater master plan was completed in 2007. There have been significant changes in stormwater regulations and stormwater technology in the last 17 years. An updated stormwater master plan, including an updated stormwater model, will provide the City with a better understanding of system deficiencies and the upgrades required to accommodate future development.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$481,510.00.
 - The period of performance is from contract inception through March 31, 2025.
3. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	Osborn Consulting, Inc.
Contract Amount	\$481,510.00

Earmarked Funds	\$200,000.00
BARS #	445.712.594.32.63
Budget Amendment Required?	Yes
Revenue Source?	\$151,510 transferred from 445.770.594.31.63-CFP-STM-00001 to the BARS for this project. Stormwater Capacity grant funding of \$130,000 to pay the remainder.
Start Date	Inception
End Date	3/31/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-103-STM-001 with Osborn Consulting, Inc. in the amount of \$481,510.00 to perform the Stormwater Master Plan Update.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-103-STM-001
2. Written Public Comment - Munce



AGREEMENT #24-103-STM-001

Between
THE CITY OF ANACORTES
AND
OSBORN CONSULTING, INC.

STORMWATER MASTER PLAN UPDATE

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

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall develop a 2024 Stormwater Comprehensive Plan that will address new and increased requirements of the MS4 Permit and updated projections of future customer and infrastructure growth and development. Tasks are detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Diane Hennebert, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Four Hundred Eighty-One Thousand Five Hundred Ten Dollars (\$481,510.00)**. The estimated price per task is identified in Exhibits A and B.

3. **Period of Performance.** The period of performance under this Agreement is from inception through March 31, 2025.

4. **State Funds.** The City of Anacortes has received funding from the state of Washington, Department of Ecology, for the performance of this Scope of Work. Therefore, the Consultant agrees to comply with the terms and conditions of Agreement WQSWCAP-2325-Anacor-00063 between the City of Anacortes and the state of Washington, Department of Ecology, which is attached hereto as Exhibit C and incorporated by reference.

5. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <<http://www.sam.gov>> and print a copy of completed searches to document proof of compliance.

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:

- a. Relieve the Consultant of any responsibility to carry out the Contract,
- b. Relieve the Consultant of any obligations or liability under the Contract,
- c. Create any contract between the City and the subcontractor, or
- d. 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. **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. Consultant shall not be held liable for reuse of documents or modifications thereof by City or its representatives for any purpose other than the intent of this Agreement.

12. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this 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.

13. **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, to the extent caused by the alleged 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.

14. **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 contractors and personal injury and advertising injury. **The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy** with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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

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

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

G. Verification of Coverage: 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 evidence of all subcontractor coverage. 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 Consultant'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 Consultant 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 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.

15. **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.

16. **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.

17. **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 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 services, at the City's discretion.

18. **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.

19. **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 subcontractor during the performance of this Agreement.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

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

26. **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.

27. **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.

28. **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 Consultant shall have no recourse against the City.

29. **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, executive proclamations, all applicable Washington Dept. of Labor & Industries (L&I) and Occupational Safety & Health Administration (OSHA) safety standards, 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.

30. **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.

31. **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.

32. **Survival of Agreement Termination.** The articles relating to Indemnification / Hold Harmless, 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.

33. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:
City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@cityofanacortes.org

CONSULTANT:
Osborn Consulting, Inc.
Tarelle Osborn
1800 112th Ave. NE Suite 220E
Bellevue, WA 98004
tarelle@osbornconsulting.com

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that 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

OSBORN CONSULTING, INC.

By _____

By _____

Date _____

Title _____

Date _____

City of Anacortes Stormwater Comprehensive Plan Scope of Work

SCOPE OF WORK

Project: City of Anacortes Stormwater Comprehensive Plan	
PRIME Consultant:	Osborn Consulting, Inc.
Contract No.:	

Background

The goal of this project is to develop a stormwater comprehensive plan and for the City of Anacortes (City). The City owns, operates, and maintains a Stormwater Utility which includes infrastructure governed by the Municipal Separate Storm Sewer System (MS4) Permit. The 2024 Stormwater Comprehensive Plan (2024 SWC Plan or Plan) will address new and increased requirements of the MS4 Permit and updated projections of future customer and infrastructure growth and development. The 2024 SWC Plan will:

- Update the City's 2007 Stormwater Comprehensive Plan.
- characterize the City's stormwater infrastructure
- identify system deficiencies
- estimate project costs
- provide guidance for stormwater management
- support future capital, operation, and maintenance activities
- evaluate upcoming NPDES permit requirements and programs
- provide a multi-year plan to achieve desired service levels

The 2024 SWC Plan will describe the stormwater capital improvements the City plans to implement over the next twenty years to address local drainage challenges. The 2024 SWC Plan will include a stormwater infrastructure and a capital improvement program.

Table 1: Task Overview

Task	Description of Work	Application to Project Goal
100: Project Management & Administration	Manage and direct the team in the successful completion of tasks.	
200: Data Collection	Collect available data	Data will inform SW Repair and Replacement Program and System Evaluation
300: Stormwater Infrastructure Repair and Replacement Program	Review Task 200 data, develop stormwater asset inventory, and develop framework for repair/replacement (R/R) program	R/R program framework will establish a plan to inspect, perform condition assessments, and make repair and replacement recommendations for existing stormwater infrastructure.
400: Model Development	Develop systemwide H&H model in PCSWMM (an EPA SWMM model, open source platform).	Modeling results will identify system deficiencies and areas for improvement of existing City stormwater infrastructure
500: Assess Physical and Biological Basin Characteristics	Field assessments of stream, fisheries, aquatic habitat, wetlands, and surrounding infrastructure will be conducted by a stream team.	Field stream assessments will catalog streams and wetlands within the city of Anacortes and identify areas for future restoration projects.
600: Draft and Final Stormwater Comprehensive Plan	Develop a Draft and Final Stormwater Comprehensive Plan	Reporting findings from evaluation and incorporating City feedback in developing the document
700: Develop Education and Outreach Materials	Creating a Draft and Final Fact Sheet, attending a Public Open House, developing content for meetings and comment period and attending City Council Meeting.	Providing the public and council with a succinct explanation of findings of the study and summarizing future projects.
800: Implementation Strategy	Create implementation strategy and summary.	Implementation summary will consider scheduling, budget, and outline the path forward to address stormwater infrastructure.
900: Manager's Reserve	Provides budget redundancy for the project.	

Task 100: Project Management & Administration

Objective: This task covers the management, administration, and coordination of the work by the Consultant Team as defined in this Contract including project management, preparation of monthly progress reports, project schedule maintenance, and overall coordination with the City.

Consultant Services

- **General project coordination**
 - Set up and close out the consultant contract.
 - Coordinate and manage the project team (including subconsultants) in the successful completion of the scope of work tasks.
 - Prepare and manage the project schedule
 - Prepare and manage issue log with the City and all team members.
 - Prepare amendments to this contract if needed.
- **Monthly Progress Reporting**
 - Prepare and electronically submit monthly progress reports with attached monthly status reports describing the following:
 - Services completed during the month
 - Services planned for next month
 - Need for additional information
 - Scope/Schedule/Budget issues, if applicable
 - Schedule update and financial status summary
- **Monthly Project Check-in Meetings with the City**
 - Prepare for and attend monthly check-in meetings for the duration of the project.
 - The purpose of these meetings is to discuss project status with the City (work completed since previous meeting), review upcoming tasks/activities, and provide schedule updates.
 - The first check-in meeting will be a kickoff meeting for the Consultant team to meet with City stormwater staff to confirm the City's goals, objectives, and priorities for the project; identify planning criteria; coordinate on document and record collection; and review and confirm the project schedule including scheduling meetings, identifying who to interview (gap analysis) and the timeframe for interviews, determining deadlines for deliverables, identifying staff that will be interviewed, and identifying locations for field inspection.
 - Materials to be developed for these meetings include an agenda, meeting notes, and an action item list.

Client Responsibilities

- Review and process contract change requests and amendments, if needed.
- Attend all meetings.

Assumptions

- The project duration will be ten (10) months starting after the contract is executed.
- Progress reports will be the Consultant Team standard progress report format, submitted

electronically. Budget assumes ten (8) progress reports and status reports over the project duration.

- All meeting notes will be in a bulleted format and limited to a summary of the meeting discussion, decisions made, and action items.
- Project Check-in Meeting agendas will be emailed to the client one business day before the meeting and meeting notes will be emailed to the City within 5 business days after meetings.
- Check-in meetings with the Consultant team project manager will be held via webinar.

Deliverables

- Monthly Progress reports and Status Report (email PDF).
- Project Schedule and Schedule updates (email PDF).
- Meeting agendas, notes, and list of action items for kick-off meetings and each monthly check-in meeting (PDF)

Task 200: Data Collection

Objective: This task focuses on collecting data needed to complete the 2024 SWC plan.

Consultant Services

The Consultant Team will compile a list of data needed for this project, including GIS data, maintenance or inventory records, procedural documents, reports, etc. including but not limited to the following items:

- **Stormwater Utility Assets** within the City's geographical area covered by the MS4 Permit and/or by Underground Injection Control (UIC) Rule as well as any other assets that will be funded by the stormwater utility.
- **Stormwater plans and studies**, asset and facility inspection and maintenance reports, and completed stormwater projects.
- **As-builts**, inspection data worksheets, inspection summary PDF reports and videos, stormwater infrastructure GIS data.
- **Preliminary Capital Facilities Project (CFP) List** including existing CFPs, list of potential new CFPs, and list of completed projects identified in previous comprehensive plans. List should include, at a minimum, planning source, CFP project number, location, cost estimate, initial project priority (High, Medium, Low), and short description of the improvement.
- **Land Use/ Cover (Structures), Zoning, and Traffic Data** and any other information related to future customer growth forecasting, planning, or report documentation.
- **Skagit County Population Growth Data**
- **Operation and Maintenance Data** describing current practices and Full-Time Employee (FTE) needs to perform the Level(s) of Service desired by the City
- **Hydrologic and hydraulic (H/H) modeling files** including MIKE Urban model from 2007 comprehensive plan, XPStorm Hydraulic model update from the 2023 Amendments.
- **Stream Buffer Review and Recommendations** report compiled by GeoEngineers from 2022 on the existing condition of streams in the city of Anacortes.
- **Preliminary 2024-2028 Phase II Municipal Stormwater permit**
- **Sea Level Rise Documentation** report prepared by Coastal Geologic Services

- **Volunteer gathered stream data (water quality, etc.)**

The data collected will be reviewed by the Consultant Team and an inventory will be created. Gaps will be identified and documented, and an approach for addressing the gaps will be discussed with the City as part of this task.

Client Responsibilities

- Provide requested data within the agreed upon schedule.
- Provide preliminary CFP list

Assumptions

- City PM will assign appropriate City staff to respond to data request and provide comments.

Deliverables

- Data Inventory (PDF and Excel)

Task 300: Stormwater Infrastructure Repair and Replacement Program

Objective: This task focuses on developing a framework for a stormwater pipe repair and replacement program based on infrastructure condition assessment information.

Consultant Services

The consultant team will perform the following activities:

- Perform a desktop study to categorize stormwater pipes based on consequences and likelihood of failure using existing GIS data and existing inspection data collected in Task 200.
- Develop framework, by using desktop study results, for a near term inspection, assessment, repair and replacement program that can be implemented within the 5-year planning period of the 2024 SWC Plan.
- Develop framework for an ongoing and adaptive R/R program that includes scheduling and prioritizing CCTV inspections, guidelines for performing condition assessments using NASSCO PACP grading system, and scheduling and prioritizing R/R projects.
- Facilitate SW infrastructure R/R program development meetings with City staff. The goals of the meetings include: discuss the desktop study findings, define criticality (consequence of failure) criteria and likelihood of failure criteria, review near term and ongoing program elements, review the findings to be included in the TM, and review City comments on the draft TM.
- **Prepare SW Infrastructure R/R program TM. TM will include:**
 - Summary of analyzed infrastructure data and existing inspection data.
 - Summary of consequence of failure and likelihood of failure criteria.
 - Recommendations for near term inspection, assessment, repair and replacement program.
 - Recommendations for ongoing R/R program, including scheduling and prioritizing CCTV inspections, condition assessment guidelines, and scheduling and prioritizing repair and replacement projects.

Deliverables

- Draft and final SW infrastructure R/R program TM

Client Responsibilities

- Participate in stormwater system condition assessment interviews.
- Review stormwater infrastructure R/R program TM and provide a single set of comments to Osborn after resolving any conflicting comments.

Assumptions

- Infrastructure R/R program will be developed for stormwater pipes only. Other stormwater infrastructure, including culverts, catch basins, manholes, pump stations, ponds, and vaults are not included in this program.
- No condition assessments will be performed in this task.
- No specific repair or replacement projects will be identified in this task.
- The SW infrastructure R/R program TM will be limited to 20 pages excluding attachments.
- Up to three members of the Osborn team will participate in four, one-hour meetings with City staff.
- Inspection data to be provided by the City in Microsoft Excel spreadsheet format for up to 200 existing inspections.
- Desktop study includes reviewing and categorizing readily available GIS and inspection data. Reviewing as-builts to create new data sets or to fill in gaps in existing data sets is not included in this scope of work.
- SW Infrastructure R/R program TM will be a Microsoft Word document with tables. Native Microsoft Excel files will also be provided. No GIS files or tools will be provided as a deliverable for this task.
- City will provide a single set of comments to Osborn after resolving any conflicting comments on the draft TM.

Task 400: Model Development

Objective: This task includes hydrologic and hydraulic modeling using PCSWMM (an EPA SWMM model, open source platform) to document and assess the existing drainage systems and contributing drainage basins. The task also includes developing an existing conditions system analysis and evaluating CFP solutions for drainage problems.

Task 4A Modeling Development and Assessment

Consultant Services

- **Develop H&H Model** for all stormwater basins in the City. The models will be created using topographic survey data, GIS data, and record drawings to confirm the model represents existing conditions. Field visits (by City Staff) will be completed to verify any parameters missing from the data, such as high points that create basin boundaries and key pipe invert depths and sizes. The model will be built assuming the following level of detail:

- **Modeled Basins:** separate models will be developed for each of the City's 5 main water bodies of discharge: Guemes Channel, Burrows Bay, Fidalgo Bay, Padilla Bay, and Similk Bay.
- **Model Sub-Basins:** each model Basin will be divided into sub-basins that are associated with neighborhoods, soil types, zoning, outfalls, drainage patterns, etc. to support the development of representative hydrology from each sub-basin.
- **Model Sub-catchment Delineation:** Sub-catchments will further divide the sub-basins for more accurate hydrology loading at model nodes. The sub-catchments will be delineated based on the area that drains to each catch basin, inlet, drywell, conveyance channel, flow monitoring station, and BMP. There are expected to be approximately 250-400 sub-catchments. All sub-catchments will be limited to less than 10 acres unless the area is undeveloped then larger sub-catchments will be utilized.
- **Small Stormwater BMPs:** Hydrology for small stormwater BMPs (e.g. roadside bio-infiltration swales) will be modeled by adjusting model parameters for directly connected impervious areas. Individual BMPs will not be explicitly modeled.
- **Ponds and Regional Facilities:** Detention ponds and regional facilities will be explicitly modeled. Facilities and their control structures will be included and will utilize as-builts or site visits to confirm configuration and performance.
- **Conduits:** The model conduits will include all pipes, open channels, and gutters that convey flow within the subcatchment areas. Pipe and channel geometry will be developed based on GIS, LIDAR, topographic survey, record drawings, and/or field measurements.
- **Junctions:** The model junctions will include all manholes, inlets, and catch basins. Rim and invert elevations will be based on GIS LIDAR, topographic survey, record drawings, and/or field measurements.
- **Groundwater:** If groundwater/base flow is known to occur, the model will use a constant inflows to estimate groundwater contributions to the storm conveyance system. Aquifer parameters will be based on groundwater levels identified during flow monitoring data or field investigations.
- **Key Model Parameters:** Impervious area and flow routing are two critical modeling parameters that are used to adjust peak flow and total run off volume within models. There are several way to achieve this:
 - **Flow Monitoring:** Osborn will review the existing flow monitoring data and determine if it can be utilized to determine effective impervious area within the model basins.
 - **Review system connectivity:** Osborn will review existing basin connectivity to identify area where impervious area is flowing to pervious area which can be adjusted within the model. Additional reductions in effective impervious area will be developed based on existing conditions (e.g. areas with curb and gutter typically have an effective impervious of 60-80%, while areas with no formal collection system can range from 15-35%). The recommendations will be developed based on land use and existing system configuration.
- **Model Validation:** Adjust model hydrology and groundwater parameters to produce a runoff response that matches flow monitor data more closely (if available). Adjustments will be completed based on a visual comparison of model and flow monitoring hydrographs and will not be based on statistical analysis. If no flow monitoring data is available we would work with the city to identify known areas of flooding via O&M records, or customer complaints; the information will be used to develop a conservative flow reduction as mentioned above.
- **Modeling Assessment:** Once the model development is complete, OCI will use the model to calculate flow rates and volumes for different design storms per requirements of the Western Washington Ecology Stormwater Management Manual. This will include the following tasks:
 - **Assess Surface Hydrology and Hydraulics**

- For the 10-, 25-, and 50-year 3-hour storm hydrographs:
- Evaluate hydraulics at each system component, including:
 - Inlets/catch basin – flow, interception, spread width, bypass
 - Pipes, channels, roadside ditches – flow depths, velocities, HGL
 - Detention ponds – inflow hydrograph, hydrograph routing through the basin, outflow control structures, water surface elevations, outflow hydrograph.
- Evaluate the existing systems' overall performance by identifying ponds and conduits over capacity and junctions with surcharging or flooding.
- Evaluate for potential improvements of the existing systems.
- **Summarize System Capacity Constraints:** Develop spreadsheet and GIS layer identifying capacity constrained drainage systems that should be considered for future capital projects and used in consideration of future development and coordinating with other City Departments.

Client Responsibilities

- Review and provide feedback on model parameters and results.

Assumptions

- Groundwater modeling will be limited to what can be accomplished in PCSWMM. A separate groundwater model will not be created.
- Model updates will be documented as an appendix in the 2024 Stormwater Comprehensive Plan.

Deliverables

- Modeling output for existing conditions and alternatives evaluated (PDF).
- EPA SWMM and PCSWMM modeling files (including all data required to run the model).
- Detailed comprehensive summary documenting the development and execution of the model. Summary to include, at least, description of the area, project and stormwater systems, input parameters, assumptions, Geotech information used, execution, results and discussion of results. This report will enable the City, in the future, to duplicate the results and modify the model to reflect system revisions and new developments. Summary will include a map noting impervious area assumptions and land use.
- Excel File summarizing capacity constrained drainage systems in the City.
- GIS layer identifying capacity constrained drainage systems.

Task 500: Assess Physical and Biological Basin Characteristics

This task involves a ground-truth field assessment of geomorphology, fisheries, aquatic habitat, wetlands and infrastructure conditions and problem identification, building off of the recent work documented by GeoEngineers in their 2022 Stream Buffer Review and Recommendations report. A field team consisting of a fisheries biologist and wetland ecologist will conduct upstream habitat assessments upstream of the piped systems of the in-city open channel portions of Ace of Hearts Creek, Beaver Brook, Cranberry Creek, Clyde Creek, Aqua Creek, and Happy Valley Stream which are streams documented to have historically or currently inhabited fish species (Statewide Washington Integrated Fish Distribution).

Previous habitat assessments conducted by WDFW, Tribal Entities, or other trusted agencies may be used as a source for habitat conditions if the survey was performed within a recent timeframe. Referencing WDFW's Fish Passage Statewide Inventory may provide previous qualitative field assessments upon the

reference reaches. Furthermore, contact will be made with WDFW to determine whether these reaches are planned for in-field assessment surveys by their team. If full property access permissions are granted it is estimated that 3.5 miles of stream channels will be walked across these 6 subbasins.

During the stream habitat surveys, physical and biological conditions will be noted in a field notebook and on maps (google earth) with geographic references, such as road crossings. Results of the field assessment will be used to identify problems and potential solutions and opportunities, and to provide updated data for revisions to the existing hydrologic and hydraulic model (Task 200). Streams included in the field evaluation will also be typed according to Anacortes Municipal Code, which relies in part on the criteria for fish passability established by Washington Department of Fish and Wildlife (WDFW Fish Passage Inventory, Assessment, and Prioritization Manual). The field assessment of in-stream conditions will also include:

- General vegetation conditions (type, density, size, width of vegetation corridor adjacent to stream channel)
- In-stream and hillslope erosion processes (incision, aggradation and landslides) and geologic units
- Stream channel widths and passage barriers as needed to assist with stream typing
- Aquatic habitat conditions (pools, riffles, large woody debris, flow)
- Location of riparian wetlands
- Location of stormwater outfalls, pipes and groundwater seeps
- Potential pollution sources
- General in-stream sediment distribution throughout stream channel
- Wildlife activity (presence of beaver dams)
- Estimates of Manning's roughness coefficients for the hydraulic model
- Stream channel geometry estimates for input into the hydraulic model, if needed.
- Average bankfull widths
- Observations of any fish species present, and determination of fish-bearing stream qualifications.
- Identification of locations suited to stream channel or wetland restoration to be included as a Capital Improvement Project.

Overall biological and physical characteristics in the rest of the basin (outside the stream corridor) will be documented through targeted field visits by the team wetland ecologist, stormwater engineer, fisheries biologist, and/or technical lead to identified wetlands, open spaces, road networks and neighborhoods.

A desktop study to analyze the culvert inventory will be completed by the Consultant team. This study will summarize the barriers currently documented in the WDFW database, and when they were last surveyed. The consultant team will develop a framework (included in the 2024 SWC Plan) for how the city will be able to complete a Citywide assessment and next steps for prioritizing barriers. The consultant team will prepare the following:

- Excel Spreadsheet of City owned fish barriers and data gathered and analyzed in the desktop and field analysis.
- Excel Spreadsheet of additional fish barriers owned by other agencies and private landowners.

Assumptions:

The following assumptions are associated with this task:

- The City will obtain right-of-entry permission from private property owners for the stream walk and field investigation.
- The City will provide access to stormwater infrastructure as needed.
- The field crew will decontaminate boots and field gear according to recognized protocol in order to reduce the transport of New Zealand mudsnails from one location to another.
- Identification of pollutions sources will be limited to routine observable conditions noted in the field. No water, soil or other testing or sampling will be conducted for the purposes of identifying potential pollutant sources.
- Determinations of jurisdictional stream status for roadside ditches and other small watercourses outside of the 3.5 miles of open channels mentioned above are not included.
- The framework for how the City will complete a Citywide assessment and prioritize barriers will be included in the 2024 SWC Plan.
- The spreadsheet will only include information on the City owned barriers and will not include all barriers (natural, private, etc).

Deliverables:

- List of capital projects or programs to restore or preserve the City's Creek systems to be considered/prioritized by the City.
- Field evaluation data, including field notes, forms and photos will be summarized in the 2024 SWC Plan.
- Excel Spreadsheets of City Owned and Non-City Owned Fish Barriers

Task 600: Develop 2024 Stormwater Comprehensive Plan

Objective: This task focuses on developing a written summary of the work completed, the process for making decisions during this study including recommendations and an execution plan. This task also includes work associated with developing any required education and outreach materials associated with the updated plan.

Consultant Services

This task includes developing and writing the content for the draft and final versions of the Stormwater Comprehensive Plan.

- **Execution Plan and Next Steps**
 - The Comprehensive Plan will include a non-prioritized list of Capital Facility Projects (CFPs) and Program identified in Tasks 200-500. The list will include a brief summary and how the project or program was identified. Project costs for newly identified CFPs will not be provided with the list of projects.
 - In coordination with the City, create a plan for developing and executing the CFP recommendations including how and when the work could be phased.
 - Provide a summary and discussion of issues and observations made during the project that may need action in the future but were out of scope or beyond the scope of the current project to be completed. This summary will be incorporated into the Comprehensive Plan.
- **Develop Comprehensive Plan**

- Develop a draft and final version of the stormwater comprehensive plan.
- Submit the draft comprehensive plan to the City for review.
- Address City comments in the draft comprehensive plan and submit the final version incorporating updates based on comments.

Client Responsibilities

- Review and provide comment on the Consultant Team deliverables within the agreed upon schedule
- Review the documents within the agreed upon schedule.
- Use the track changes and comment options in Word to provide consolidated comments and suggested revisions in a single document.

Assumptions

- The Consultant Team will use the comment option to respond to all comments or revisions in Word and address recommended changes using the track changes option.
- The revised chapters will be submitted Microsoft OneDrive (with track changes turned on and comment responses) back to the City for the official record of how the comments were addressed. In addition, the Consultant Team will also email a clean copy of the chapter to the City.
- Maps and flow charts completed during this project will be incorporated into the comprehensive plan.

Deliverables

- Comment responses addressing City comments on Draft report chapters
- Draft and Final copies of each report chapter (Word and PDF).

Task 700: Develop Education and Outreach Materials

Objective: This task includes creating education and outreach materials to inform the public about the Stormwater Comprehensive Plan. The material content will include information about how the Stormwater Utility benefits the public.

Consultant Services

- **Public Open House:** Prepare for and attend one (1) in-person public open house and support the online comment period, following the open house.
 - The purpose of this public event is to update the public about the project status and obtain feedback from the public on the findings and potential projects and programs. The meeting will be attended by two consultant staff.
 - The format for this meeting will be in person. The meeting recording and materials will be posted on the City website for an online comment period, described below in this task.
 - Materials to be developed and presented to the public include:
 - Online material: Summary of comprehensive plan findings, proposed CFP projects, other benefits provided by the Stormwater utility (e.g., operations and maintenance, response to stormwater problem areas, etc

- Fact Sheet: Brief summary of key comprehensive plan findings with direction to City's website for additional information and feedback opportunities.
- Online Comment Period:
 - The Consultant team will develop materials and the City will post the materials on a website for a 30-day public comment period.
 - Follow up work includes consolidating public comments into a table format and developing draft responses to the comments.
- **City Council Meeting:** Prepare for and attend one (1) city council meeting and provide the content:
 - The purpose of this meeting is to update the City Council about the project status and obtain feedback on the proposed stormwater comprehensive plan.
 - The format for this meeting is anticipated to be in-person
 - The Consultant team will work with City staff on preparing presentation materials for a City Council meeting. The presentation will present study findings, allowing City Council members to be better equipped to make decisions that are to the benefit of the long-term health of the utility.

Client Responsibilities

- Attend project meetings
- Organize, schedule, and host the Public Open House and City Council Meeting
- Review and provide comment on the Consultant Team deliverables within the agreed upon schedule

Deliverables

- Draft and Final Fact Sheet (Word and PDF).
- Online Content for Website
- Council Presentation Materials

Task 800: Implementation Strategy

Objective: The purpose of this task is to support City with outline of funding and scheduling for proposed programs and projects identified in the tasks above.

Consultant Services

- Supporting City with development of implementation scheduling for proposed programs and projects identified for 6- and 20- year planning periods.
- Compare the cost estimates developed in the preceding tasks with the 2007 rate study to determine how much stormwater work can be done each year of the planning period.
- Evaluate program and project sequencing and other project opportunities such as stormwater capital projects as a local match for grant-funded transportation improvement projects.
- Develop citywide map with showing capital project locations.
- Participate in implementation strategy meetings with City to share draft and draft final implementation scheduling.

City of Anacortes Stormwater Comprehensive Plan Scope of Work

- Prepare summary documentation and estimate contribution for use of stormwater funds that are allocated to other capital project originating from other City departments and groups such as Streets, Water, Sewer and Parks.

Deliverables

- Draft and Final Citywide Map
- Draft implementation strategy and summary TM (developed in coordination with Final Draft Plan in Task 600)
- Final implementation strategy and summary TM (developed in coordination with Final Plan in Task 600)

Client Responsibilities

- Coordinate project and program scheduling with City budget and financial staff.
- Participate in implementation strategy meetings.
- Review draft implementation scheduling summary and provide a single set of comments to Osborn after resolving any conflicting comments.

Assumptions

- The implementation strategy and summary TM will be limited to 5 pages excluding attachments.
- Osborn will address City comments on the draft implementation scheduling TM and draft Citywide map when preparing the 2024 SWC Plan.
- Up to three members of the Osborn team will participate in two, one-hour meetings with City staff.

Task 900 Management Reserve

Objective: This task includes additional funds for work that may be requested during the project duration, beyond this scope, to allow the City an opportunity to avoid returning to City Council for additional budget approval.

Consultant Services

This task includes additional funds for work that will be engaged only with prior written authorization by the City beyond the scope and fees in described in Tasks 100-800 of this contract. This work is limited to a maximum of \$12,000 and may include items such as:

- Grant Writing Support
- Additional E&O Materials
- Out of scope work added during project

Project Schedule and Fees

The proposed project schedule and proposed fees are summarized in Table 2 and 3 respectively. The project schedule will be further developed and finalized during the project kick-off meeting.

Table 2: Proposed Project Schedule

Task	Task Title	Anticipated Dates
100	Project Management & Administration	Mar-Dec 2024
200	Data Collection	March 2024
300	Stormwater Infrastructure Repair and Replacement Program	April – May 2024
400	Model Development	April – May 2024
500	Assess Physical and Biological Basin Characteristics	April – May 2024
600	Develop 2024 Stormwater Comprehensive Plan	Aug - Dec 2024
700	Develop Education and Outreach Materials	September 2024
800	Implementation Strategy	Nov 2024
900	Management Reserve	N/A

Table 3: Summary of Fees by Task

Task	Task Title	Fees
100	Project Management & Administration	\$24,160
200	Data Collection	\$7,360
300	Stormwater Infrastructure Repair and Replacement Program	\$41,040
400	Model Development	\$289,200
500	Assess Physical and Biological Basin Characteristics	\$27,110
600	Develop 2024 Stormwater Comprehensive Plan	\$63,410
700	Develop Education and Outreach Materials	\$7,800.00
800	Implementation Strategy	\$8,630
900	Manager's Reserve	\$12,000
	Expenses	\$800.00
Total		\$481,510

Project Title: City of Anacortes Stormwater Comprehensive Plan

TASK ID	SUB TASK ID	TASK DESCRIPTION	OSBORN CONSULTING															Task Estimated Cost	Total Est. Hours	% of Total Contract Value	Rounded Estimated Cost	
			Principal (QC)	Senior Project Manager / QC	Senior Modeler	Project Engineer I	Senior Biologist	Stream Engineer	Project Biologist	Engineer I	Technical Editor	Senior Project Accountant	Project Accountant	Graphic Designer	IT Administration	GIS Analyst	Expense					
			Tarelle Osborn	Ann Bryant	Dave Jacobs	Courtney Dale	Diana Halladay	Isaac Fournier	Brennan Helwig	Katrina Tang	Isaac Huben	Erika Costelloe	Paige Vaughn	Madison Pearson	Tony Sommer	Heather Spates						
			\$ 245.00	\$ 224.75	\$ 238.70	\$177.44	\$162.75	\$167.40	\$ 119.35	\$ 111.79	\$139.50	\$ 164.30	\$ 124.00	\$ 201.50	\$ 184.14	\$ 99.20	\$ 1.00					
100		PROJECT MANAGEMENT & ADMINISTRATION																				
		Project Schedule/Contract Management	20	10								10	14		8							
		Monthly Progress Reporting	12										16									
		Monthly Project Check In Meetings with the City	10	10											6							
		SharePoint Site Set Up	4	2																		
		SUBTOTAL	46	22	0	0	0	0	0	0	0	10	30	0	14	0	\$ -	\$ 24,155.46	122	5.0%	\$ 24,160	
200		DATA COLLECTION																				
		Data compilation and documentation	4	4			6			16						6						
		Data inventory	1	2			2			8						2						
		SUBTOTAL	5	6	0	0	8	0	0	24	0	0	0	0	0	8	\$ -	\$ 7,352.06	51	1.5%	\$ 7,360	
300		STORMWATER INFRASTRUCTURE REPAIR AND REPLACEMET PROGRAM																				
		Perform Desktop Study		12			24			12						4						
		Develop Framework for Near Term inspection, assessment, repair, and replacement		12			20			8												
		Develop Framework for ongoing/adaptive R/R Program		12			20			8												
		Lead SW Infrastructure R/R Program workshops		8			8			8												
		Draft SW Infrastructure R/R Program TM	2	16			24			8	10											
		Final SW Infrastructure Program TM	1	8			12			4	2											
		SUBTOTAL	3	68	0	0	108	0	0	48	12	0	0	0	0	4	\$ -	\$ 41,031.72	243	8.5%	\$ 41,040	
400		MODEL DEVELOPMENT																				
		Develop H&H Model	2		40	400				1000						60	\$ 300.00					
		Model Validation			24	50				200												
		Modeling Assessment	4		16	40				100												
		Summarize System Capacity Constraints & GIS Layer	8	8	16	40				80	6					60						
		SUBTOTAL	14	8	96	530	0	0	0	1380	6	0	0	0	0	120	\$ 300.00	\$ 289,197.60	2154	60.1%	\$ 289,200	
500		ASSESS PHYSICAL AND BIOLOGICAL BASIN CHARACTERISTICS																				
		Stream Habitat Surveys - Field Work						36	36								\$ 500.00					
		Stream Habitat Surveys - Documentation/Memos	8	8				16	36		8											
		WDFW Culvert Inventory	4	4				4	20													
		SUBTOTAL	12	12	0	0	0	56	92	0	8	0	0	0	0	0	\$ 500.00	\$ 27,107.60	180	5.6%	\$ 27,110	
600		DRAFT AND FINAL STORMWATER COMPREHENSIVE PLAN																				
		Draft Submittal	20	16		20	68	12	16	60	56			8								
		Final Submittal	12	8		10	30	10	4	20	32											
		SUBTOTAL	32	24	0	30	98	22	20	80	88	0	0	8	0	0	\$ -	\$ 63,407.70	402	13.2%	\$ 63,410	
700		DEVELOP EDUCATION AND OUTRECH MATERIALS																				
		Online Materials	4	8			16							12								
		SUBTOTAL	4	8	0	0	16	0	0	0	0	0	0	12	0	0	\$ -	\$ 7,800.00	40	1.6%	\$ 7,800	
800		IMPLEMENTATION STRATEGY																				
		Tech Memo	8	16						20	6											
		SUBTOTAL	8	16	0	0	0	0	0	20	6	0	0	0	0	0	\$ -	\$ 8,628.80	50	1.8%	\$ 8,630	
900		MANAGER'S RESERVE																				
			8	20			20			20												
		SUBTOTAL	8	20	0	0	20	0	0	20	0	0	0	0	0	0	\$ -	\$ 11,945.80	68	2.5%	\$ 12,000	
X		EXPENSES																				
		SUBTOTAL															\$ 800.00	\$ 800.00		0.2%	\$ 800	
		TOTAL ESTIMATE FOR ALL TASKS (hrs)	132	184	96	560	250	78	112	1572	120	10	30	20	14	132		3310	3310	hours		
		TOTAL ESTIMATE FOR ALL TASKS (\$)	\$ 32,340	\$ 41,354	\$ 22,915	\$ 99,366	\$ 40,688	\$ 13,057	\$ 13,367	\$ 175,734	\$ 16,740	\$ 1,643	\$ 3,720	\$ 4,030	\$ 2,578	\$ 13,094	\$ 800.00	\$ 481,426.74		fee est.		
																		Fee	Hours	% Total		
																		OSBORN CONSULTING	\$ 480,626.74		100%	
																		TOTAL EXPENSES	\$ 800.00		0%	
																		TOTAL ESTIMATE	\$ 481,426.74		100.0%	\$ 481,510

Agreement 24-103-STM-001
Exhibit C



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. WQSWCAP-2325-Anacor-00063

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF ANACORTES

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Anacortes, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-Anacor-00063

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Anacortes

RECIPIENT INFORMATION

Organization Name: City of Anacortes

Federal Tax ID: 91-6001227

UEI Number: ZBKYCTZ3QPK5

Mailing Address: PO Box 547
Anacortes, WA 98221

Physical Address: 904 Sixth Street
Anacortes, Washington 98221

Contacts

Agreement No: WQSWCAP-2325-Anacor-00063

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Anacortes

Project Manager	Diane Hennebert Stormwater Program Manager 904 Sixth Street Anacortes, Washington 98221 Email: dianeh@cityofanacortes.org Phone: (360) 299-1966
Billing Contact	Heiko Miles Accountant 904 Sixth Street Anacortes, Washington 98221 Email: heikom@cityofanacortes.org Phone: (360) 293-1918
Authorized Signatory	Matt Miller Mayor 904 Sixth Street Anacortes, Washington 98221 Email: mattm@cityofanacortes.org Phone: (360) 293-1918

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

State of Washington Department of Ecology

Agreement No: WQSWCAP-2325-Anacor-00063

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Anacortes

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Anacortes

DocuSigned by:
By: 
On behalf of
2888ABAF82BC476...

DocuSigned by:
By: 
E6B7DE7CF0BE4C4...

Vincent McGowan, P.E.

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

Date
1/29/2024

Matt Miller

Mayor

Date
1/28/2024

Agreement No: WQSWCAP-2325-Anacor-00063

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Anacortes

SCOPE OF WORK

Task Number: 1

Task Cost: \$0.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Project Administration/Management**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

State of Washington Department of Ecology

Agreement No: WQSWCAP-2325-Anacor-00063

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Anacortes

SCOPE OF WORK

Task Number: 2

Task Cost: \$130,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTs will implement measures required by Phase I and II NPDES permits.

Permit Implementation
Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG240223

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant

Funding Type: Grant

Funding Effective Date: 07/01/2023

Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2023-25 Stormwater Capacity Grant	Task Total
Permit Implementation	\$ 130,000.00

Total: \$ 130,000.00

Agreement No: WQSWCAP-2325-Anacor-00063

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Anacortes

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
Total		\$ 0.00	\$ 130,000.00	\$ 130,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

State of Washington Department of Ecology

Agreement No: WQSWCAP-2325-Anacor-00063

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Anacortes

transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

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the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

State of Washington Department of Ecology

Agreement No: WQSWCAP-2325-Anacor-00063

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Anacortes

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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Recipient Name: City of Anacortes

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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Recipient Name: City of Anacortes

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

State of Washington Department of Ecology

Agreement No: WQSWCAP-2325-Anacor-00063

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Anacortes

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

State of Washington Department of Ecology

Agreement No: WQSWCAP-2325-Anacor-00063

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Anacortes

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

State of Washington Department of Ecology

Agreement No: WQSWCAP-2325-Anacor-00063

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Anacortes

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

State of Washington Department of Ecology

Agreement No: WQSWCAP-2325-Anacor-00063

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Anacortes

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

State of Washington Department of Ecology

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

From: [Ian Munce](#)
To: [CityClerk](#)
Subject: Munce Comments: March 11 City Council Meeting Item 6d-Stormwater Management Plan Update
Date: Wednesday, March 6, 2024 4:39:35 PM

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

Good day, Mayor and City Council

First, I write in support of the major proposed update to the City's Stormwater Plan.

Second, I would ask that the scope of work be adjusted to:

- 1) have some early public meetings by basins and sub-basins to allow residents to identify any stormwater issues that are of immediate concern to them and their neighbors
- 2) identify with some specificity how Stormwater Plan implementation will advance the City Comprehensive Plan's goals and policies
- 3) recommend a development review framework that will ensure that Stormwater Management Plan standards are applied project by project and in a consistent manner.

Thank you for your consideration.

Ian Munce, AICP



City Council Agenda Bill

Meeting Date: March 11, **Agenda Item:** 6.f.
2024

Agenda Item Title: Contract Award: Transportation Master Plan #24-098-TRN-001

Staff Contact(s): Andrew Rheume, Sidney Neel

Approved for Submittal to Council by **Action Type**
Jordan Boggs Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$308,175.00 to Transpo Group to assist the City of Anacortes (City) in updating the Transportation Element (TE) of its Comprehensive Plan. The TE will incorporate updates to the City transportation goals and policies, and include a detailed evaluation of future needs and projects, with the supporting technical analysis, maps, data, and figures. Community engagement activities such as public open houses, surveys, and meetings with the planning commission and city council will be used to inform updates to the plan policies, projects, and programs that will help implement the transportation vision for the City.

Background:

1. **History:**

- This contract will produce the City's first Transportation Master Plan.
- The Transportation Master Plan will replace the Transportation Element in the 2025 Comprehensive Plan Update.

1. **Key Terms:**

- Contract is on a time and materials basis not-to-exceed \$308,175.00.
- The period of performance is from contract inception through March 25, 2025.

- ### 2. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	Transpo Group
Contract Amount	\$308,175.00
Earmarked Funds	\$300,000.00
BARS #	104.712.542.10.41
Budget Amendment Required?	No
Start Date	Inception
End Date	March 25, 2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-098-TRN-001 with Transpo Group in the amount of \$308,175.00 to perform the Transportation Element of the 2025 Comprehensive Plan.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-098-TRN-001
2. Written Public Comment - Munce



AGREEMENT #24-098-TRN-001
Between
THE CITY OF ANACORTES
AND
TRANSCO GROUP

TRANSPORTATION ELEMENT OF THE 2025 COMPREHENSIVE PLAN

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Transpo Group, 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 assist the City in updating the Transportation Element (TE) of its Comprehensive Plan, as detailed in Exhibit A, which is attached hereto and incorporated by reference.. All work shall be performed under the direction of Andrew Rheame, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Three Hundred Eight Thousand One Hundred Seventy-Five Dollars (\$308,175.00)**. The billable rates for services provided shall be in accordance with Exhibit B, which is attached hereto and incorporated by reference.

3. **Period of Performance.** The period of performance under this Agreement is from inception through March 25, 2025.

4. **Subcontracts.** The Consultant shall not subcontract the Scope of Work ("Work") unless detailed in this Agreement or the Project Manger 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:

- a. Relieve the Consultant of any responsibility to carry out the Contract,
- b. Relieve the Consultant of any obligations or liability under the Contract,
- c. Create any contract between the City and the subcontractor, or
- d. 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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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 contractors and personal injury and advertising injury. **The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy** with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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

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

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

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

G. Verification of Coverage: 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 subcontractor coverage. 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 Consultant'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 Consultant 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 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.

13. **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.

14. **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.

15. **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 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 services, at the City's discretion.

16. **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.

17. **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 subcontractor during the performance of this Agreement.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

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

24. **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.

25. **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.

26. **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 Consultant shall have no recourse against the City.

27. **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, executive proclamations, all applicable Washington Dept. of Labor & Industries (L&I) and Occupational Safety & Health Administration (OSHA) safety standards, 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.

28. **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.

29. **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.

30. **Survival of Agreement Termination.** The articles relating to Indemnification / Hold Harmless, 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.

31. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:
City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@cityofanacortes.org

CONSULTANT:
Transpo Group
Jon Pascal
12131 113th Ave NE #203
Kirkland, WA 98034
Jon.pascal@transpogroup.com

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that 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

TRANSCO GROUP

By _____

By _____

Date _____

Title _____

Date _____

Scope of Services

Client Name:	City of Anacortes		
Project Name:	Transportation Element Update		
Exhibit Dated:	February 12, 2024	TG:	1.23484

Scope of Services

Transpo Group (Transpo) will assist the City of Anacortes (City) in updating the Transportation Element (TE) of its Comprehensive Plan. The TE will incorporate updates to the City transportation goals and policies, and include a detailed evaluation of future needs and projects, with the supporting technical analysis, maps, data, and figures. Community engagement activities such as public open houses, surveys, and meetings with the planning commission and city council will be used to inform updates to the plan policies, projects, and programs that will help implement the transportation vision for the City.

Key Assumptions

- Existing and future land use assumptions will be summarized and provided by the City or their Comp Plan consultant (Makers).
- Skagit Council of Governments (SCOG) regional travel demand model will inform City forecasts.
- Data needs and support from the City are identified for each task.
- City staff will review all deliverables in a timely manner.
- Coordination meetings with staff will be virtual, unless otherwise noted.
- The format of the updated TE will be consistent with other Comprehensive Plan elements being updated by Makers Planning Consultants.
- All deliverables will be provided electronically via PDF and in their original file format.

Task 1. Team Coordination and Community Outreach

Regular coordination with City staff and the rest of the Comprehensive Plan update team will be conducted throughout the update process. Activities will include regular project team meetings, online survey, in-person and online open house, community event, and planning commission/city council meetings. The community engagement program can be coordinated with other elements of the Comprehensive Plan update, where feasible.

Project Coordination over the Life of the Project

- Regular monthly check-in meetings with City staff
- Team coordination with Makers Planning Consultants
- Monthly invoicing and progress reports

Community Engagement Activities

- Prepare fact sheet, provide materials to post on City web page.
- Conduct an online survey to inform and gather feedback on transportation needs and priorities (include a hard copy edition too).
- Conduct one hybrid (in-person and online) community open house with City staff to address key transportation issues and updates.
- Attend one community event (farmers market, festival, etc.) and host a table to gather drop-in feedback from the community.
- Attend and present at two meetings of the Planning Commission.
- Attend and present at two meetings of the City Council.

City Support:

- *Promote all public events through existing City communication channels (e.g., social media platforms, listservs, website).*
- *Host web page, with consultant team providing project deliverables to post.*
- *Assist with open house logistics and staffing.*
- *Arrange for Planning Commission/City Council meetings.*

Consultant Deliverables

- *Fact sheet.*
- *In-person meeting attendance at PC and CC meetings (4).*
- *Presentation materials for PC and CC meetings (4).*
- *Hybrid open house (one online open house, preparing for, promotion materials, staffing and reporting).*
- *Community event boards, handouts, and attendance.*
- *Online survey and summary of results.*

Task 2. Transportation Element Update

This task will update the Transportation Element of the Comprehensive Plan, which will comprise of the following tasks:

Data Collection

- Collect and summarize new peak hour count data at major intersections (approximately 30 locations).
- Collect and summarize new daily count and classification data along major roadways (approximately 15 locations).

Existing Conditions Analysis

- Assemble and analyze collision data from the City and WSDOT.
- Assemble and analyze transit data from Skagit Transit.
- Update citywide traffic operations model. Evaluate intersection vehicle LOS with 2024 count data.
- Update existing citywide transportation maps.
 - sidewalk inventory map
 - multiuse trail network map
 - bicycle network map
 - transit system network and service map
 - traffic volume maps
 - intersection LOS map
 - roadway classification map
 - freight truck route map
- Update chapter to incorporate changes to the existing transportation system.

Develop Multimodal Level of Service (LOS) Standards

- Develop multimodal LOS standards per GMA.
- Establish citywide active transportation network for pedestrian, bicycle, and trail mobility, including connections to State Highways, as well as adjacent and surrounding jurisdictions.
- Establish existing and future transit network based on Skagit Transit long-range plans.

Update TE Goals and Policies

- Perform an audit of the existing TE goals and policies, and consistency with SCOG, Skagit Countywide Planning Policies, and Department of Commerce checklists.
- Review the goals and objectives of the TE and confirm that all priorities and strategies are consistent and supportive of one another, as well as the land use element.
- Policy inconsistencies or updates will be identified, and suggested revisions will be prepared.

- Coordinate with the City's Climate consultant to incorporate the required and desired climate information into the Transportation Element.

Needs Assessment / Alternatives Analysis

- Incorporate outcomes and information from any recent subarea planning efforts, such as:
 - Port of Anacortes Marina and Airport Subarea Plans
 - City of Anacortes ADA Needs Assessment
- Use the SCOG regional travel demand model to generate travel forecasts.
- Using the traffic forecasts, evaluate LOS and identify deficiencies.
- Identify existing unopened ROWs across the City and evaluate which connections are needed for efficient functioning of transportation system. Consider whether the connection should be a complete street or a ped/bike connection.
- Prepare an active transportation system map identifying priority pedestrian and bicycle routes and facilities based on existing facilities, functional classification, and proximity to pedestrian generating land uses.
- Using the active transportation system map and the assessment of the existing pedestrian and bicycle network, identify/confirm key gaps and locations in need of improvement.
- Support the City in the evaluation of Sharpe's Corner area transportation issues. Analyze land use alternatives to understand trip generation differences and infrastructure needs.

Capital Project List, Project Costs

- Incorporate projects from other recent planning efforts.
- Identify vehicle and active transportation projects to incorporate into the long-term project list.
- Develop a list of multimodal transportation improvement projects and programs in table and map format.
- Prepare project cost estimates using a planning-level cost model.

Funding and Implementation Strategies

- Develop estimates of future transportation revenue based on historic City revenue trends and the updated project list.
- Develop recommendations for strategies to fund multimodal and active transportation projects needed to accommodate planned growth.
- Develop the Transportation Impact Fee program framework.

Prepare TE Document

- The TE document will be based upon the updated transportation analysis, project lists, goals and policies, updated LOS standards, modal networks, and funding strategies.
- Work with the City to ensure that formatting is consistent with other chapters of the Comprehensive Plan.
- Collaborate with the City on standardizing the resulting TE maps.
- Support the City during the review and adoption process for the TE and TMP document.

City Support:

- *Provide latest Geographic Information Systems (GIS) base layers (aerials, streets, speed limits, intersections, sidewalks, bike lanes, trails, functional class, freight routes, etc.)*
- *Provide available transportation and land use studies and plans.*
- *Provide available traffic counts.*
- *Provide capital project lists.*
- *Estimate future transportation revenues.*

Transpo Deliverables

- *Updated traffic operations model*
- *Updated transportation network maps and GIS files*
- *White paper or slide deck summarizing multimodal LOS options*
- *Updated multimodal improvement project list.*
- *Updated planning level cost estimates.*

- *Maps and tables summarizing the transportation facilities.*
- *List of suggested goal and policy edits.*
- *Draft/Final of the TE document.*
- *PPT slide deck summarizing key recommendations.*

Task 3. Transportation Element Implementation

The following tasks will be completed in support of the adoption and implementation of the Transportation Element. Some tasks can be performed alongside the Comprehensive Plan, while other tasks could be completed after the TE.

6-Year TIP

- Prepare a 6-Year Transportation Improvement Program document consistent with WSDOT requirements.
- Prepare project summary sheets, funding strategies, and cost estimates for each project.
- Develop a 6-Year TIP template for City use on future updates.

Road Standards

- Prepare street cross-sections for each functionally classified roadway in the City. Up to 3 detail sheets per street classification.
- Prepare a street typology map to identify priority modes.
- Evaluate side streets off of Commercial Avenue and prepare options that address parking, stormwater facilities, landscaping, sidewalk width, etc. and which can be accommodated within the existing right of way.
- Develop policy guidance for alley access requirements.

SEPA and SCOG Checklist

- Prepare the transportation components of the SEPA checklist.
- Complete the transportation components of the Commerce and SCOG certification checklist.
- Assume one round of review and comment by the reviewing agencies.

Update Transportation Concurrency and Development Review Process

- Based on changes to LOS standards, update the development review and concurrency program related to transportation impact analyses.
- Prepare high-level monitoring tools and administration guidelines for staff to follow as part of the development review process.
- Develop a programmatic annual transportation concurrency reporting system to demonstrate concurrency compliance to WA State and to assist in the development of the 6-Year TIP.

Transportation Impact Fee Program Update

- Identify options the City could consider to develop a multimodal impact fee rate program, based on the updates to the LOS standards and multimodal project list.
- Review project eligibility of improvements.
- Prepare a cost allocation spreadsheet identifying projects funded through the impact fee program.
- Update the impact fee rate schedule to reflect the project costs, cost allocations, and ITE trip generation rates.
- Prepare revisions to the City's municipal code to support the TIF update.

City Support:

- *Input on current concurrency and development review programs*
- *Review and provide input on deliverables.*

Transpo Deliverables

- *6-year TIP document and template.*
- *Roadway cross-sections for each functionally classified roadway.*
- *Technical memorandum documenting updated Concurrency Program framework.*

- *Impact fee program documentation.*
- *Impact fee rate schedule.*
- *SEPA, SCOG, and Commerce checklists.*



Number / Project Name
1.23484 Anacortes TE Update

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

Name:

Billing Rate:

Transpo Group							
Project Manager	Senior Planner	Senior Engineer	Project Engineer	Analyst	GIS Analyst	Outreach Specialist	Project Admin
JCP	CJC	BMT	JL1	JH2	CAR	CD	AMC
\$295.00	\$230.00	\$255.00	\$185.00	\$135.00	\$120.00	\$155.00	\$190.00

Labor:

Work Task									Hours	Cost
1	TASK 1 - TEAM COORDINATION & COMMUNITY OUTREACH									
2	1A. Monthly Project Meetings with City Staff (12)	12	12					12	36	\$8,580
3	1B. Fact Sheet / Web Page Coor (1)		2			2			8	\$1,320
4	1C. Online Survey (1)	2	2		16				36	\$6,490
5	1D. Hybrid Online/In-Person Open House (1)	8	8			8		24	48	\$8,880
6	1E. Attend Community Event (Farm Market) - Host Table for Input (1)		8			4		8	20	\$3,560
7	1D. Planning Commission and City Council Meetings (4 meetings)	8	24					16	48	\$10,360
8										
9	TASK 2 - TRANSPORTATION ELEMENT UPDATE									
10	Task 2a. - Data Collection									
11	1. Collect & Summarize Intersection / Roadway Traffic Count Data	1	1	2		16	4		24	\$3,675
12	2. Evaluate intersection vehicle LOS with 2024 count data			2		16	2		20	\$2,910
13										
14	Task 2b. - Existing Conditions Analysis									
15	1. Assemble and analyze collision data from the City and WSDOT	1	1			16			18	\$2,685
16	2. Assemble and analyze transit data from Skagit Transit	1	1			16			18	\$2,685
17	3. Update citywide traffic operations model	1	1	24	24		4		54	\$11,565
18	4. Update existing citywide transportation maps	1	1				16		18	\$2,445
19	5. Update to incorporate changes to the existing transportation system	1	1			16			18	\$2,685
20										
21	TASK 2c. - Develop MMLOS Standards									
22	1. Develop MMLOS Standards per GMA	4	16		8		2		30	\$6,580
23	2. Establish citywide active transportation network	4	8				8		20	\$3,980
24	3. Establish existing and future Skagit Transit network per long-range plan	2	6				8		16	\$2,930
25										
26	TASK 2d. - Update TE Goals/Policies									
27	1. Transportation Goal & Policy Audit	2	16			4			22	\$4,810
28	2. Goal/Policy Review for Internal Consistency	1	4			4			9	\$1,755
29										
30	TASK 2e. - Needs Assessment/Alternatives Analysis									
31	1. Review background documents	1	2			8			11	\$1,835
32	2. SCOG Model Future Forecasts	2	2	36	40				80	\$17,630
33	3. Future Forecast Analysis of Intersection LOS; Identify deficiencies	2	4	8	24	24	2		64	\$11,470
34	4. Identify/Evaluate Unopened ROW for Street and/or Active Connection	4	4				8		16	\$3,060
35	5. Prepare Active Transportation System Map with Priority Ped-Bike Routes	2	4				8		14	\$2,470
36	6. Identify Active Transportation Network Gaps for Improvement	2	4				8		14	\$2,470
37	7. Support City with Sharpe's Corner Transportation/Land Use Evaluation	2	16	8	8		2		36	\$8,030
38										
39	TASK 2f. - Capital Improvement Projects/Programs									
40	1. Identify All-Inclusive Eligible Projects	2	16	12	24	8	8		70	\$13,810
41	2. Develop Vehicle & Active Transportation Improvement Project List	2	8	2	12	24	4		52	\$8,880
42	3. Develop Multimodal Transportation Improvement Maps and Tables	2	8			8	8		26	\$4,470
43	4. Prepare Plan-Level Cost Estimates	1	1	4	32				38	\$7,465
44										
45	TASK 2g. - Funding and Implementation Strategies									
46	1. Develop Estimates of Future Transportation Revenue	4	8						12	\$3,020
47	2. Develop Recommendatons for Funding Strategies	4	8						12	\$3,020
48	3. Develop TIF Framework	4	16						20	\$4,860
49										
50	TASK 2h. - Prepare TE Document									
51	1. Prepare Draft and Final Transportation Element	4	16			32		16	68	\$11,660
52	2. Coordinate with City to Ensure Consistent Formatting	1	4			4	4	4	17	\$2,855
53	3. Collaborate/Coordinate with City to Standardize TE Maps	1	4				8		13	\$2,175
54	4. Support City During Review & Adoption Process for TE	4	8						12	\$3,020
55										
75	TASK 3. SUPPORTING SERVICES									
76	TASK 3a. - Six-Year Transportation Improvement Program (TIP)									
77	1. Prepare 6-Year TIP	4	16		8	16	8		52	\$9,460
78	2. Develop Project Summary Sheets	4	16			16			36	\$7,020
79	3. Develop 6-Year TIP Template for Future Use		4			8			12	\$2,000
80										
81	TASK 3b. - Road Standards									
82	1. Prepare Street Cross Sections; Up to 3 per Street Classification	4	8		16			4	32	\$6,600
83	2. Prepare a Street Typology Map for Priority Modes	2	8				8		18	\$3,390
84	3. Evaluate side streets off of Commercial Avenue; Prepare ROW Options	4	8		16		4		32	\$6,460
85	4. Develop Policy Guidance for Alley Access Requirements	4	16						20	\$4,860
86										
87	TASK 3c. - SEPA & SCOG Checklist									
88	1. Prepare Transportation Components of SEPA Checklist	4	8						12	\$3,020
89	2. Complete Transportation Section of Commerce & SCOG Certification List	4	8						12	\$3,020
90	3. One Round of Review and Comment by Certifying Agenices	2	8						10	\$2,430
91										
92	TASK 3d. - Update Transportation Concurrency Process									
93	1. Update Development Review/Concurrency Program Related to TIA	4	16	8		4			32	\$7,440
94	2. Prepare high-level monitoring tools & guidelines	4	16	8		4			32	\$7,440
95	3. Develop Programmatic Annual Reporting System	2	8			12			22	\$4,050
96										
97	TASK 3e. - Update Transportation Impact Fee Program									
98	1. Identify Options for Multimodal TIF System Based on Anacortes MMLOS	8	24						32	\$7,880
99	2. Review Project Eligibility of TIF Improvement List	4	8		16		4		32	\$6,460
100	3. Prepare Cost Allocation Spreadsheet Identifying TIF-Funded Projects	4	16	16		8			44	\$10,020
101	4. Update TIF Rate Schedule	2	8			4			14	\$2,970
Total Hours		153	441	130	244	268	142	92	12	1482
Labor Costs		\$45,135	\$101,430	\$33,150	\$45,140	\$36,180	\$17,040	\$14,260	\$2,280	\$294,615

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Transpo Expenses:

	Item	Cost
1	Mileage	\$500
2	Traffic Counts (IDAX)	\$12,000
3	Outreach Materials	\$1,000
4	Collision Data	\$60
5		
6		
7		
8		

Transpo Reimbursables	\$13,560
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TOTAL PROJECT COST	\$308,175
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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).

From: [Ian Munce](#)
To: [CityClerk](#)
Subject: Munce Comments City Council Meeting March 11 Agenda Item 6e Transportation Element Update
Date: Wednesday, March 6, 2024 5:57:26 PM

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Good day, Mayor and City Council

First, I write in support the wide-ranging scope of the proposed Transportation Element and, in particular, the early and continuous opportunity for outreach and public comment and the focus on Task 3 Transportation Concurrency and Development. Review Process.

Second, in Task 3 'Update TE Goals and Policies' the mandate should be to implement the Comprehensive Plan and not just to be consistent with the land use element (the Comprehensive Plan is much more than a land use element).

Thank you for this opportunity to comment.

Ian Munce, AICP