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- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
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Anacortes City Council
Municipal Building Council Chambers
904 6th Street

October 21, 2024
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Downtown Anacortes Alliance Washington State Main Street Community Status Award (Announcement)
 - b. Public Works Committee (Report)
 - c. Mayor's Budget Message (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of October 14, 2024 (Action)
 - b. Approval of claims in the amount of \$743,649.35 (Action)
 - c. Contract Award: Depot Market Plaza Expansion Project - Design #24-228-PRK-002 (Action)
 - d. Special Event Application: Lions Walk with Santa Holiday Parade (Action)
 - e. Contract Award: Installation/Implementation of Win911 Auto-dialer Software for WWTP #24-263-SEW-001 (Action)
6. **Other Business**
 - a. Contract Award: 2025 City of Anacortes Prosecutor Services #25-003-LEG-001 (Discussion/Action)
 - b. Interlocal Agreement #24-264-APD-001 Traffic Safety Grant 2025-HVE-5439-Region 11 Target Zero Task Force (Discussion/Action)

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.

7. Adjournment

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

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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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City Council Agenda Bill

Meeting Date: October 21, **Agenda Item:** 3.a.
2024

Agenda Item Title: Downtown Anacortes Alliance Washington State Main Street Community Status Award

Staff Contact(s): Carolyn Moulton, Anthony Young, Ryan Walters

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Greg Francioch	Announcement
Carolyn Moulton	

Item Summary: Downtown Anacortes Alliance Executive Director Jordan Hay will thank the City Council, the Mayor, and City Staff for supporting the organization's efforts in achieving Washington State Main Street Community Status. The award was announced during the Washington State Main Street Conference that was held in Walla Walla from 16-18 October.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented): None



2025 Budget Message

Introduction

Honorable City Council and Members of our Community:

In accordance with RCW 35A.33.050, I am pleased to present the City's 2025 proposed annual budget. This \$114 million budget reflects diligent preparation of department and program managers' estimates of revenue and expenditure reflecting community priorities and values in serving our 18,270 residents.

This budget includes:

- Operating Expenses: \$78 million allocated for essential services such as police, fire, parks, and the library.
- Capital Expenses: \$36 million designated for infrastructure improvements, including streets, buildings, and utilities; both in our utilities enterprise funds and general fund.

This budget builds on our commitment to sound financial planning, focusing on optimizing resources and maximizing efficiencies. A prime example is the Anacortes ACCESS Fiber Project, in which the City has invested \$22 million to provide our community with affordable, reliable, and high-speed internet service for both businesses and residents. Funding for this project comes from a combination of grants and general fund cash flow, with plans to cover the remaining costs through a \$12 million general obligation bond. This initiative reflects our dedication to enhancing connectivity and supporting economic growth in our community.

We will continue to face budget pressures, particularly from our largest expense—personnel costs. Additionally, we have \$3.5 million in interfund loans related to the purchase of the Anacortes Fire Department's ladder truck and Fire Station 3. While we anticipate FEMA alternative funding reimbursement for our November 2021 declared disaster (4635-WA) to cover these expenses, we will need to service the interfund loans throughout 2025 until that reimbursement is received.

Highlights to our operating budget for 2025 include:

- \$6.5M in resources to address South Commercial improvements, including replacing asphalt, the creation of bike lanes, safety improvements, and eliminating barriers to mobility across the corridor
- \$1.9M in increased wages and benefits
- \$530k to address breakwater repairs and the removal of creosote pilings in DNR leased waters
- \$500k in professional services to meet legislated planning requirements related to the 2025 Comprehensive Plan
- \$135k in increased costs to address state-mandated standards for delivery of public defense services

This budget, as presented, maintains a healthy 17% General Fund reserve, even amidst three years of flat or declining sales tax revenues. I want to express my gratitude to our staff for submitting reasonable budget requests and for their understanding of our fiscal realities. I also commend City Council for its strong commitment to retaining staff and completing the paving of Commercial Avenue.

Public Safety

Anacortes Police Department

The Anacortes Police Department (APD) is proud of its crime reduction, proactive policing, and high case clearance rates. The department is focused on recruiting and retaining top candidates for open officer positions. Recent hiring efforts have boosted staffing, enhancing proactive patrols and law enforcement presence in city parks and forests. In 2025, the new regional training campus in Arlington will enable newly hired officers to complete their training locally.

Drug crimes are connected to nearly all other crime classifications, and patrol officers in Anacortes are actively addressing enforcement, leading to a 10% reduction in the overall crime rate following changes in WA State drug laws. This increased enforcement has also resulted in more vehicles being towed pending search warrants and a rise in jail care and custody expenses due to more suspects being booked.

The City remits three-tenths of one percent of sales tax from a Public Safety sales tax initiative approved by voters in 2013, which funds the Skagit County Community Justice Center. This appears as both revenue and expenditure in the City's budget, but it is a pass-through account to Skagit County. The City has a jail inmate work release program through the Anacortes Municipal Court, which allows booking fees to be waived for the City, reducing City jail costs.

This budget also defers the purchase of two police patrol vehicles, saving \$130k in 2025 general fund expenditures, and aligns with anticipated recruitment schedules.

T-Bone, the APD's narcotics detection dog, has supported drug enforcement efforts since 2016. Veterinary experts recommend a retirement plan for T-Bone in early 2025. Based on his incredible success for APD and many other law enforcement agencies in the region, a succession plan for T-Bone is underway. We anticipate a new K-9 will join APD in mid-2025 as a dual-purpose asset with drug and tracking capabilities.

The APD's partnership with the Anacortes Family Center and the Fire Department's Community Paramedic program has successfully transitioned many individuals from homelessness to stable housing. Residents and visitors recognize the City of Anacortes for effectively addressing these issues, and funding for these efforts will continue in 2025.

Anacortes Fire Department and EMS

In 2025 the Anacortes Fire Department (AFD) will focus on refining our updated response model. We now have two fully staffed units at Station 1 following the hiring of eight (8) firefighters and the deployment of a new ladder truck. The proposed 2025 operating budget allows us to continue to offer the high level of service our community expects.

The proposed 2025 capital budget supports station upgrades to enhance department capacity and response times, funded by the County EMS Levy and Fire Impact Fees.

- Fire Station Upgrades: Station #1 needs additional kitchen and shower space for the second staffed unit. Fiber-based alerting technology will replace radio systems at all three stations for improved reliability and faster 911 call notifications.
- Medic Unit Replacement: The reserve medic unit is frequently in use and beyond its service life, requiring replacement.
- Command Unit Addition: Increased call volumes and the addition of a fourth unit necessitate a command vehicle for on-duty shift supervisors, enhancing supervision and response flexibility.

City Administration

City Attorney

The City Attorney's Office provides in-house counsel to City leaders and staff, ensuring the City meets the highest legal standards. The City Attorney's Office also oversees all City procurement, contracts and grants; public records management and responses; claims management; and prosecution services.

The 2025 budget includes funding for an assistant city attorney position, to be filled when the caseload requires full-time in-house support. Until then, the Contract City Prosecutor will continue serving the City and Anacortes Police Department. The budget also provides additional funding to centralize grants management, with the Contract Specialist position reclassified to Contracts and Grants Manager for centralized oversight and a single point of contact for staff and Council.

Human Resources and Labor Relations

The Human Resources (HR) Department is essential to the City's operations, focusing on attracting, developing, and retaining a skilled and dedicated workforce. The HR Department completed a successful rollout of the NeoGov recruitment platform in early Q4 2024. NeoGov allows us to attract and manage candidates more efficiently and enhances our recruitment processes. As we navigate a challenging recruitment landscape, particularly for public safety positions, NeoGov will be instrumental in our efforts to fill critical vacancies.

As we plan for 2025, the City is committed to evaluating all expenditures related to increased wages and benefits. This diligent assessment balances our need to recruit and retain skilled workers by providing fair and attractive compensation, as well as our need to remain fiscally responsible. The City will only be requesting one additional FTE, a Public Defender. This position is necessary in order to meet state-mandated caseload standards.

We anticipate negotiations with the Anacortes Police Services Guilds will conclude in late Q4 2024. In 2025, the HR Department will negotiate successor contracts with both the International Association of Fire Fighters Local 1537 and the Teamsters Local 231 unions.

Municipal Court and Public Defense

The Municipal Court is responsible for processing infractions and citations in violation of city ordinances and state statutes issued by the APD. This includes processing infractions such as knowingly possessing counterfeit and controlled substances.

The City employs a court administrator, two court clerks and contracts with Skagit County District Court for Judicial Services. The Municipal Court has a duty to set cases for arraignments, hearings, probation revocations, and trial. In 2024, the City entered into an interlocal agreement with the Skagit County Office of Assigned Council to complete defendant screenings to ensure appropriate assignment to a public defender.

The City currently employs a full-time public defender and legal assistant to meet state standards. The proposed budget includes hiring an additional public defender in July 2025, when caseload limitations take effect, along with funding for contract attorneys to handle overflow and conflict cases.

The Washington State Office of Public Defense (OPD) awarded the City a total of \$75k in grant funds to offset the increase in indigent defense expenses.

This budget supports the City's commitment to providing effective legal counsel to indigent residents, as required by the 6th and 14th Amendments. I remain concerned that caseload reductions could force funding cuts to diversion programs like community court, leading to fewer resources to prevent people from entering the justice system and ultimately hindering law enforcement.

Information Technology Services

The Information Systems and Technology division supports computing and networking requirements playing a vital role in keeping the City's business moving forward. The work of this division is crucial to every department's success and essential to ensure stability and security of city networks.

The division is funded through departmental interfund charges. Each department's funding allocation is based on the number of "nodes" utilized. Interfund charges support the department's operating costs and equipment replacements costs.

In 2025 a significant amount of time will be spent implementing a new enterprise resource program software system to automate and manage core business processes. Focus remains on enhancing the City's security and protecting critical data. In 2025 we will add two additional layers of network security. The budget also includes funding for security audit to evaluate our cybersecurity posture and identify security gaps and vulnerabilities.

Access Anacortes Fiber Internet

Since beginning construction in 2019, the City's fiberoptic project now passes 75% of the City's businesses and residences, has over 2,550 business and residential customers in service with another 1,360 orders in queue, and is generating over \$2M annually. Fiber internet construction continues in 2025 with the remaining core areas under construction.

To date, the primary funding source for the City's entire fiber optic project has been the City's general fund, a \$2.25M grant from the US Department of Commerce Economic Development Administration, two \$.5M grants from Skagit County, and a \$6.9M interfund loan. This allowed the City to continue to construct the network, add customers, pay interest internally to the funds we borrow from. In December 2024 the City Council will be asked to approve a \$12M Limited Tax General Obligation Bond. The bond proceeds will be utilized to repay the general fund and the interfund loans, and to meet the remaining construction costs of the project. While a number of other government-led fiber projects have not been successful, in Anacortes over \$22 million of fiber network has been constructed and the City will only be obligated for \$12M with the very real prospect of generating revenue in excess of debt service.

A citywide mass notification system implementation is underway and will be operational in 2025. Community members will be able to opt into emergency notifications, as well as fiber outages and receive information via email, text, or voicemail in over 60 different languages

Planning, Community and Economic Development

The Planning, Community and Economic Development (PCED) department is tasked with supporting the community's vision for our future as outlined in the Anacortes Comprehensive Plan. The values defining our work include sustainability, preservation, economic vitality, and providing a supported and connected community.

PCED is updating the Comprehensive Plan under the Growth Management Act, continuing through. This update will include revised 20-year projections for population and job growth through 2045, anticipating 4,988 new residents and 3,145 new jobs in Anacortes. The Comprehensive Plan and zoning map will be updated to address this growth and its impacts.

The City will also update its Critical Areas Ordinance (CAO) as part of the 2025 Periodic Update, supported by a \$125k grant from the Department of Commerce. This funding will cover required updates, studies, and staff time.

State law mandates that jurisdictions incorporate climate change planning into their comprehensive plans. The City is developing a new Climate Change and Resiliency Element with input from a newly formed Climate Team of stakeholders.

The City received a \$500k planning grant from the Department of Commerce to offset costs for amending comprehensive plan policies and development regulations. This grant will fund required updates, studies, and staff time for the project.

Alongside the 2025 Periodic Update, PCED is focused on the City's affordable housing goals. We are holding public meetings to gather community feedback on implementing recommendations from the 2023 Housing Action Plan (HAP). This plan will guide major updates to the Housing Element of the Comprehensive Plan.

Housing remains a pressing concern, and the City is exploring options to encourage more housing construction. One possibility is partnering with private developers to build high-density affordable housing on city-owned land at Sharpe's Corner. A feasibility study and subarea plan are currently underway to assess what can be accommodated on that site.

To support the goal of providing a supported and connected community, PCED budget continues to include \$60k for Community Action to provide social services at a satellite office in Anacortes.

To promote economic vitality, the City and Port of Anacortes are developing an interlocal agreement for an event facility near Cap Sante Marina. This facility will host activities that attract visitors, boosting the local economy and the City's Lodging Tax fund. Funding will come from the Lodging Tax fund (Tourism Promotion fund), not the general fund. While this will reduce annual allocations for other organizations, the long-term benefits of the events center are expected to generate more LTAC revenue in the future.

The Economic Development Committee is collaborating with a consultant to develop an Economic Development Strategic Plan aimed at strengthening local businesses and enhancing community quality of life. This plan will inform updates to the Economic Development Element of the Comprehensive Plan. A request for \$30k is included in the 2025 budget for a follow-up study. Additionally, PCED, in partnership with Public Works, will seek grants for electric vehicle (EV) charging stations at the Depot Arts Center and movie theater parking lot.

As part of our support for the maritime industry, the failing breakwater at Fidalgo Bay Marina will be repaired, with \$280k allocated in the Capital Facilities Plan (CFP). The City will also remove thirty-three creosote pilings along three piers within the DNR lease area, a \$250k project needed for compliance and environmental stewardship. Grant funding may be available for these projects, but none has been secured yet.

PCED staff continues work with property owners along Guemes Channel to acquire easements for a planned trail. Stabbert Maritime (formerly Lovric's Marina) has agreed to dedicate a trail easement as part of their redevelopment, which will significantly aid the trail expansion.

In late 2023, PCED launched SmartGov, an online permitting portal. While the rollout has faced challenges, a \$197k grant will help improve the platform, streamline workflows, and digitize documents. Collaborating with the developer community, we aim for a more efficient and transparent permit process in 2025.

Public Works

Public Works manages essential services, including streets, water supply, sewage treatment, city facilities, fleet services, stormwater management, solid waste, and recycling, providing 24/7 access to many of these services. In 2024, the Water Department expanded its service area to South Fidalgo Island.

I'm pleased to report that our streets' Pavement Condition Index continues to improve due to our ongoing investment in pavement management. In 2025, we will focus grant and Transportation Benefit District (TBD) resources on Commercial Avenue (State Route 20) from 11th to 34th, which includes replacing asphalt, adding bike lanes, updating the signal at 12th Street, implementing safety improvements, and removing mobility barriers. Achieving this ambitious goal depends on securing grant funding.

In 2025, we will finalize master plans for streets and city utilities, enhancing our ability to predict investment needs and manage existing infrastructure. This will improve community and Council's visibility of system conditions and assists in planning for future needs.

The Wastewater Treatment Plant outfall replacement and pump station will be completed in 2025, enhancing sewer capacity and improving wastewater treatment before it enters Guemes Channel. We continue to evaluate the potential financial impact of the Nutrient Permit Reduction as we assess the new permit requirements.

The Public Works budget includes funding for:

- Stormwater drainage mitigation on Fidalgo Bay Road and the outfall near Seafarer's Park
- Prioritizing facility needs and completing the facilities condition assessment
- Investment in water utility pipe replacements for regional customers

A wholesale rate study is underway to support the rate structure for 2025-2027 for our wholesale water customers.

Quality of Life

Parks and Recreation

The Parks and Recreation Department manages our parks, community forest lands, recreation programs, Senior Activity Center, and Grand View Cemetery. We are proudly a “city within a park” with nearly 40% percent of our city limits being parks and forest lands.

The 2025 budget continues existing maintenance funding and emphasizes the importance of our park spaces for city residents. Planned construction includes a new restroom and parking lot at the Ben Root Skate Park, building a new plaza adjacent to the WT Preston, permitting and conceptual design at Heart Lake and Ship Harbor and completion of the Thompson Trail Trestle feasibility study.

In 2024, our recreation staff provided over 85 opportunities for community recreation; in 2025 we expect to exceed that amount as we are back to full staffing. Enrichment for all ages is a fundamental part of the Parks and Recreation responsibilities.

Anacortes Senior Activity Center

Nearly 160 participants visit the Anacortes Senior Activity Center daily for innovative classes, events, socialization, resources, and congregate meals. This is a 14% increase from 2023, and we anticipate increased participation in the coming year. To support additional center utilization, a remodel to make better use of our floorspace, create a more welcoming environment for participants, and create additional space for programming.

In 2025, Berk Consulting will assist with a community needs assessment to inform our program and capital improvement plans for the next 10 years.

Museum

Museum staff operates three public facilities in our historic downtown: the Anacortes Museum and its research library, the Maritime Heritage Center, and the National Historic Landmark W.T. Preston. Visitation numbers have increased nearly 7% during the first three quarters of 2024 and we expect continued growth in visitations and programming in 2025, when a new exhibit on the history of music on Fidalgo and Guemes will open.

Museum outreach extends to stewardship of the Bill Mitchell murals, creation of interpretive signage at significant locations, and digital platforms linked from the Museum

Our mission is to maintain and improve the quality-of-life, reflecting community expectations through a focus on public participation and employees-mayor-council teamwork, a team dedicated to serving our citizens in a professional, efficient, and courteous manner

website to more than 90,000 archived photographs, historic films, oral history recordings and online access to 110 years of local newspapers.

The Anacortes Museum offers dedicated service to residents and visitors while collaborating with community organizations to honor our history. As donations to the museum collection increase, additional storage and curatorial space is needed. The budget includes \$75k from the Museum Foundation, \$50k from reserves, and \$75k to be raised through fundraising for this facility. Additionally, the museum partners with the Anacortes Museum Foundation to enhance exhibits, events, publications, and programs through fundraising efforts.

Library

The Anacortes Public Library appreciates that our residents are enthusiastic readers with high expectations for library services in both physical and digital formats. The library benefits from strong support from the Library Foundation and Friends of the Library, which enhance the budget. The Friends Shop helps extend resources, ensuring a diverse collection. To address rising costs of electronic resources, a slight budget increase will support popular services like Libby, while the Library Foundation covers most expenses for Hoopla, Value Line, Mango, and various online databases.

The library collaborates with local partners, including the Anacortes Family Center and Anacortes School District, to better meet community needs. The City appreciates the financial support from our citizens and are committed to promoting reading for all ages, lifelong learning, inclusive programming, and serving as a welcoming community hub.

Conclusion

This balanced budget, as presented, reflects my responsibility to continuously evaluate the City's revenue and expenditures, maintaining a strong financial position within the parameters of our fiscal policies and state law, all while providing quality, professional and efficient municipal services.

I look forward to our continued discussion and collaboration on the budget with both the City Council and the public before adoption in December. We have three City Council work sessions planned and feedback from our constituents will be considered through the close of the public hearing in November.

Looking ahead, we remain committed to delivering high-quality services and a balanced budget to our community. We will continue to focus on retaining high quality staff, enhancing public safety, improving infrastructure, ensuring fiscal accountability, and enhancing the quality of life and pursuit of happiness for all.

Best regards,



Matt Miller
Mayor

An aerial photograph of the City of Anacortes, Washington, taken during a vibrant sunset. The sky is filled with streaks of orange, pink, and purple clouds. The city's residential areas, with numerous houses and streets, are visible in the foreground and middle ground. In the background, a large body of water (Puget Sound) stretches to the horizon, with distant hills visible under the colorful sky.

CITY OF ANACORTES

**MAYOR'S BUDGET MESSAGE
2025**

MAYOR MATT MILLER

2025 PROPOSED ANNUAL BUDGET

Operating Expenses

- \$78M for essential services

Capital Expenses

- \$36M for infrastructure improvements in utilities enterprise funds and general fund

HIGHLIGHTS TO 2025 OPERATING BUDGET

\$6.5M for South
Commercial

\$1.9M in Wages and
Benefits

\$530k for Breakwater and
Creosote Repairs

HIGHLIGHTS TO 2025 OPERATING BUDGET

\$500k for Comprehensive Plan

\$135k in Public Defense Services

ANACORTES POLICE DEPARTMENT

Continued focus on
Recruitment

Deferment of Vehicle
Purchase

- 130k in savings

K9 T-Bone Retirement and
Succession Plan

ANACORTES FIRE DEPARTMENT

Fire Station Upgrades

Medic Unit Replacement

Command Unit Addition

Assistant City Attorney

- In house counsel transition when caseload requires full-time support

Continued City Prosecutor Contract

Centralized Grant Management

HUMAN RESOURCES AND LABOR RELATIONS

NeoGov Implementation

One FTE Increase for 2025

- Public Defender

Labor Relations

- Police Services Guild
- International Association of Fire Fighters Local 1537
- Teamsters Local 231

MUNICIPAL COURT AND PUBLIC DEFENSE

Hiring Public Defender

- In response to caseload reduction requirements

\$75k in Grant Funds from Office of Public Defense

- Offset costs in indigent defense expenses

INFORMATION TECHNOLOGY

Funded through Interfund Charges

Enterprise Resource Program

Focus on Security

ACCESS ANACORTES FIBER INTERNET

Service Available to 75% of City Businesses & Residences

- 2,550 customers with 1,360 orders in queue
- \$2M generated annually

\$12M Limited Tax General Obligation Bond

- \$22M in infrastructure with \$12M in obligation

City-wide Mass Notification System

PLANNING, COMMUNITY AND ECONOMIC DEVELOPMENT

2025 Comprehensive Plan

- Includes Critical Areas Ordinance update
- Climate Change Resiliency

Affordable Housing Plan

Event Center Planning

PLANNING, COMMUNITY AND ECONOMIC DEVELOPMENT

Economic Development
Strategic Plan

Breakwater and Creosote
Repairs

Online Permitting &
SmartGov Streamlining

PUBLIC WORKS

South Commercial Ave
Improvements

Stormwater and Outfall

Public Works Master Plans
Development

Water Utility Pipe
Replacements

PARKS AND RECREATION

Park Maintenance

Ben Root Skate Park

- New bathroom and parking area

Heart Lake and Ship Harbor

Tommy Thompson Trestle Trail

ANACORTES SENIOR ACTIVITY CENTER

14% Visitor Increase

Remodel to Enhance
Programming

Community Needs
Assessment

7% Visitor Increase

- New Exhibit on History of Music on Fidalgo & Guemes Islands
- Bill Mitchell Murals, Interpretive Signage, Digital Photo and Video archives

New Storage and Curatorial Space

- \$75k from Museum Foundation
- \$50k from Reserves
- \$75k from Fundraising

Budget Support to Expand
Electronic Resources

Library Foundation Support

Friends of the Library Support

HIGH QUALITY SERVICES AND A BALANCED BUDGET

Enhancing Public Safety

Smart Growth and Planning

Focus on Infrastructure

Fiscal Accountability

Quality of Life



An aerial photograph of Anacortes, Washington, taken during a vibrant sunset. The sky is filled with streaks of orange, pink, and purple, transitioning into a deep blue at the top. The town below is densely packed with houses and trees, some of which have autumn-colored foliage. In the background, a large body of water (Puget Sound) stretches to the horizon, with distant hills visible under the colorful sky.

THANK YOU

MAYOR MATT MILLER

Phone: 360-299-1950

Email: mattm@anacorteswa.gov

Anacortes City Council Minutes - October 14, 2024

Call to Order

Mayor Pro Tempore Carolyn Moulton called to order the Anacortes City Council meeting of October 14, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, and Amanda Hubik were present. Councilmembers Christine Cleland-McGrath and Bruce McDougall were absent.

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

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Pro Tempore Moulton announced that today is Indigenous Peoples Day and read a quote from President Biden's proclamation regarding the commemoration. She then announced that the Chamber of Commerce Candidates' Forum would take place on Wednesday, October 16th from 5-8pm in the City Council chambers, that Thursday, October 17th, will be the Great Washington Shakeout that will include earthquake drills and a test of the county-wide Code Red alert system, and that the Comprehensive Plan Open House would take place from 6-8pm on October 23rd in the City Council chambers. Mayor Pro Tempore Moulton concluded by thanking public-facing staff from the Public Works, Library and Parks departments for their daily commitment and professionalism in their service to the community.

Economic Development Committee

Mr. Young reported from the Economic Development Committee meeting held October 8th. The topics discussed included a review and analysis of the initial draft of the survey that will be sent out to community stakeholders.

Finance Committee

Mayor Pro Tempore Moulton reported from the Finance Committee meeting held October 10th. The topics discussed included the budget schedule and the Capital Facilities Plan.

Planning Committee

Mr. Walters reported from the Planning Committee meeting held earlier in the evening. The topics discussed included a draft ordinance to adopt new permit timelines and three process improvement measures pursuant to Senate Bill 5290 from the 2023 legislative session; the award of a \$200,000 grant from the Department of Commerce for converting paper records to digital format and training and enhancements for SmartGov; a possible request for proposals for a new hearing examiner; bluff erosion work and protection of the native growth protection areas above the Guemes Channel Trail; and a future tree protection ordinance.

Port / City Liaison Committee

Mr. Fantini and Mr. Walters reported from the Port / City Liaison Committee meeting held October 8th. The topics discussed included an update on the Wastewater Treatment Plant outfall replacement project, the city permitting process, an update on the Altair Americus Park improvement project, design for the maritime plaza connection, a review of the event center interlocal agreement to be considered at a joint meeting of the City Council and the Port Commission tentatively scheduled for November 4th, an upcoming Port Commission study session on October 15th for the 2025 budget, and the commencement of construction on the Cap Sante Lookout project.

Public Comment

Anacortes City Council Minutes - October 14, 2024

Mayor Pro Tempore Moulton invited the public to comment on any item not on the agenda.

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

Consent Agenda

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

a. Minutes of October 7, 2024

b. Approval of claims in the amount of \$614,536.42

The following vouchers/checks were approved for payment:

EFT numbers: 110664 through 110699, total \$304,840.20

Check numbers: 110700 through 110722, total \$289,216.75

Wire transfer numbers: 356150 through 356205, total \$20,479.47

c. Contract Award: WWTP Dream Reports Software License & Integration #24-260-SEW-001

d. Special Event Application: Santa Run

Public Hearings

2024-2029 Capital Facilities Plan Amendment

Finance Director Steve Hoglund opened the advertised public hearing for the proposed amendment to the 2024-2029 Capital Facilities Plan. He detailed the amended elements of the plan, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

Parks - Director Jonn Lunsford

- Little Cranberry Lake Shoreline - funding for project exploration. Details not defined.
- Transition of funds from 2024 to 2025.
- Funds that are included in the 'Contributions' line of the spreadsheet.
- No impact fees are included in the 2025 budget for parks projects.
- Criteria for impact fee spending.
- Storvik Park sand volleyball courts - northwest corner of the park.
- Covering the basketball courts at Storvik.
- A community meeting on November 14th regarding pickleball courts.
- Trying to meet everyone's needs. Thanks to the staff for balancing community interests.
- Guemes Channel Trail Environmental Impact Study out of 2024 and 2025 CFPs due to lack of funding. Moved into 2026. Finding funds for the study elsewhere.
- Parks Foundation funding availability for sound dampening of pickleball courts - adding to 2025 CFP as a separate item from 'Pickleball Infrastructure'.
- Port Dog Park will go away. Will there be any improvements to H Avenue Ace of Hearts Dog Park?
- Fixing the operating budget problem and then revisiting the EIS for the Guemes Channel Trail.

Storm Utility - Director Andrew Rheume

- Deferring storm water projects until stormwater plan is completed.
- Stormwater fund balance.
- Will the 'Storm System Restoration and Upgrades' project be eliminated from CFP?

- Can CFP be amended at any time or after stormwater plan is completed?

Wastewater Utility

- Support for wastewater projects in light of increased density and expected growth due to extended service life of many systems.
- Inclusion of capital projects in the operating budget.

Water Utility

- Oak Harbor water line cost division.

General

- Integrate the amendments into the existing CFP so that the Council has one reference document.

At 7:08pm, Mayor Pro Tempore Moulton opened the public hearing.

Mayor Pro Tempore Moulton invited members of the audience to comment on this agenda item.

Linda Martin of Anacortes thanked the Council for bringing up the Guemes Channel Trail project, emphasizing the project's importance. She then asked about the Port of Anacortes' share of funding for the Q'elech'ilhch (formerly N Avenue) Park improvement project and the status of the property on West 6th Avenue that is designated as a park. Ms. Martin also expressed appreciation for the Council taking the fiscal part of the CFP process seriously, citing the Lodging Tax Advisory Committee (LTAC) and its careful consideration of funding awards for 2025 in a constrained fiscal environment. She pointed out that the LTAC had intelligently set aside money for a future plan, and that it would be smart for the Council to similarly set aside money for the future plan in this process.

At 7:11pm, Mayor Pro Tempore Moulton closed the advertised public hearing on the 2024-2029 Capital Facilities Plan amendment.

Other Business

Resolution 3168: Public Right-of-Way American with Disabilities Act (ADA) Self-Evaluation and Transition Plan

Public Works Director Andrew Rheume introduced Resolution 3168 that would adopt the Public Right-of-Way American with Disabilities Act (ADA) Self-Evaluation and Transition Plan, referring to a slide presentation that was included in the packet materials for the meeting.

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

Discussion topics included:

- Which members of the community are included in the plan?
- Difficulty of navigating truncated domes for individuals with walkers.

- Prioritize where the ramps are missing, not where they need adjustment.
- Enabling mobility for those with disabilities and mobility challenges.
- Priorities are based on community feedback and capital facility projects.
- Criteria should include where there is no ramp at all.
- What is the maintenance plan for the ramps?
- Timeframe for plan execution - indefinite.
- How much was accomplished since the last evaluation in 2016?
- Encourage public input and listen to those who are affected for prioritization.
- Zoom in Figure C-5 to be able to see individual dots - including data in GIS.
- Spending of Community Development Block Grant funds on improvements for community members on H Avenue to access transit.
- Old email addresses in the plan.
- Language on how improvements will be paid for - Out of general revenue.
- Listing or referencing light poles in the plan.
- Missing ramps are prioritized over imperfect ramps.
- If you prioritize missing ramps, then possibly missing out on improving those that are included in road improvement projects.

Contract Award: Water Booster Stations Generator Replacement Project – Generator Purchase #24-257-ERR-001

Operations Manager WiL Ludemann introduced the proposed contract award #24-257-ERR-001 to Cummins Inc. for the Water Booster Stations Generator Replacement Project – Generator Purchase, specifying that the existing generators are difficult to maintain due to lack of parts and have exceeded their service life.

Anthony Young moved, seconded by TJ Fantini, to authorize the mayor to sign contract #24-257-ERR-001 with Cummins Inc. for the Water Booster Stations Generator Replacement Project.

Vote: Ayes - Carolyn Moulton, Amanda Hubik, TJ Fantini, Anthony Young, Ryan Walters. Nays - None.

Result: Passed

USEPA Lead and Copper Rule Revisions

Public Works Director Andrew Rheume introduced Water Distribution System Supervisor Brent Christensen who presented US Environmental Protection Agency (EPA) Lead and Copper Rule Revisions, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

- What happens if a lead line is discovered? - Notify the EPA and customer that it is present, then it is incumbent upon the customer to address it.
- How can the city determine the composition of the customers' pipes?
- High quality of city water.
- Informing customers of how they can fix it.
- Microplastic mitigation.
- Are there incentives for water line replacement?

Adjournment

There being no further business, at approximately 8:18pm the Anacortes City Council meeting of October 14, 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 October 21, 2024 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
356387	9/28/2023	49937	CORRECT EQUIPMENT, INC	FREIGHT CHARGE	\$ 25.75	dwwtp
356502	5/10/2024	81278	SEBRIS BUSTO JAMES	SERVICES 4/1-4/12/24	\$ 12,870.00	finance
356496	6/13/2024	283338	ENNIS-FLINT, INC, FLINT TRADING DIVISION	SUPPLIES FOR STREET DEPT	\$ 928.07	dshop
356497	6/20/2024	283441	ENNIS-FLINT, INC, FLINT TRADING DIVISION	SUPPLIES FOR STREET DEPT	\$ 4,146.59	dshop
356338	7/1/2024	39478	DATA443 RISK MITIGATION INC	SENIOR CENTER IT PROGRAMS 10/27/24-10/26/25	\$ 85.33	parks1
356498	7/9/2024	283891	ENNIS-FLINT, INC, FLINT TRADING DIVISION	SUPPLIES FOR STREET DEPT	\$ 911.30	dshop
356409	8/29/2024	904506	CASCADE COLUMBIA DISTRIBUTION	PLANT CHEMICALS	\$ 11,620.95	dwwtp
356509	8/29/2024	DB2005944	FIFTH ASSET DBA DEBTBOOK	DEBTBOOK ACCOUNTING SOFTWARE - 8/28/24-8/27/25	\$ 3,264.00	finance
356504	8/31/2024	00004	ZERVAS GROUP ARCHITECTS	WWTP ADMINISTRATION BUILDING ADDITION - DESIGN	\$ 38,249.75	pw1
356507	8/31/2024	1518	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - AUGUST 2024	\$ 4,526.40	pw1
356508	8/31/2024	1520	WIDENER & ASSOCIATES	WWTP OUTFALL - PERMITTING & MONITORING SERVICES - AUGUST 2024	\$ 87,395.90	pw1
356506	8/31/2024	1543	WIDENER & ASSOCIATES	FEMA COORDINATION - JANUARY 2022 EVENT - FEMA-4650-DR - AUGUST 2024	\$ 2,173.50	pw1
356503	9/16/2024	11215	PERRY FAMILY DENTISTRY	DENTAL COPAY LEOFF 1 RETIREE LINDQUIST	\$ 136.00	hr
356499	9/17/2024	285795	ENNIS-FLINT, INC, FLINT TRADING DIVISION	SUPPLIES FOR STREET DEPT	\$ 587.52	dshop
356410	9/24/2024	9178665	DEPARTMENT OF NATURAL	2024 FOREST LAND ASSESSMENT	\$ 1,481.11	medic
356505	9/30/2024	00005	ZERVAS GROUP ARCHITECTS	WWTP ADMINISTRATION BUILDING ADDITION - DESIGN	\$ 27,767.50	pw1
356246	9/30/2024	0173	SKAGIT COUNTY SOLID WASTE FUND	SEPTEMBER TONNAGE HAULED	\$ 125,895.18	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
356515	9/30/2024	213521	VANTAGE POINT SOLUTIONS, INC.	CALEA COMPLIANCE SUPPORT - SEPTEMBER 2024	\$ 275.00	fiber
356514	9/30/2024	3567	SUMMITX CONTRACTORS, INC	EDA FIBER EXPANSION - CONSTRUCTION	\$ 225,855.42	fiber
356335	10/1/2024	10/01/2024	NORTHWEST PARKING EQUIPMENT	WA PARK PAY STATIONS MAINTENANCE 4TH QTR	\$ 734.40	parks1
356394	10/1/2024	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 9/1-9/30/24	\$ 54.00	finance
356334	10/1/2024	4952	CEDAR COUNTRY LUMBER	WOOD FOR MEMORIAL BENCHES	\$ 368.02	parks1
356385	10/1/2024	ReimbWynn	WYNN, KATHRYN	TRAVEL - HOTEL STAY SKAMANIA LODGE - KW	\$ 199.65	dwwtp
356404	10/5/2024	292597	LAKESIDE INDUSTRIES, INC.	2 1/2" MINUS ROCK SALES	\$ 1,522.48	dshop
356405	10/5/2024	292637	LAKESIDE INDUSTRIES, INC.	2 1/2" MINUS ROCK SALES	\$ 552.90	wdist
356493	10/7/2024	2024 4TH QTR	SKAGIT COUNTY DISTRICT COURT	4TH QTR JUDICIAL SERVICES	\$ 24,478.25	court
356398	10/7/2024	220013286491	PUGET SOUND ENERGY INC	APD 9/6-10/4/24	\$ 2,469.95	apd
356242	10/7/2024	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION: 9/6-10/4/24	\$ 57.95	dshop
356336	10/7/2024	220021901958	PUGET SOUND ENERGY INC	1958 PW TSUNAMI WARNING 9/6-10/6/24	\$ 10.89	dwwtp
356512	10/7/2024	25-WAR311036-1	DEPARTMENT OF ECOLOGY	WWTP OUTFALL PROJECT - CONSTRUCTION STORMWATER FEE 7/1/24-6/30/25	\$ 780.00	pw1
356490	10/7/2024	946204	NORTH CASCADE INSURANCE	POLICY AS6-Z51-292530-013 VEHICLE CHANGE	\$ 993.00	finance
356241	10/8/2024	1732850	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 176.00	dshop
356413	10/8/2024	241160	T-SHIRTS BY DESIGN	TECHNICAL RESCUE DUFFLE BAGS	\$ 478.72	medic
356388	10/8/2024	56911	CORRECT EQUIPMENT, INC	MAINTENANCE SUPPLIES	\$ 72.90	dwwtp
356243	10/8/2024	INV00507271	USA BLUE BOOK	HYDROCHLORIC ACID	\$ 29.00	dwwtp
356411	10/9/2024	0002194889	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 110.42	medic
356400	10/9/2024	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 9/7-10/7/24	\$ 3,837.23	publib
356292	10/9/2024	220013297076	PUGET SOUND ENERGY INC	6821 STATE ROUTE 20 9/7-10/7/24	\$ 15.16	finance
356289	10/9/2024	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE: 9/7-10/7/24	\$ 38.18	dshop
356337	10/9/2024	220022355618	PUGET SOUND ENERGY INC	5618 TSUNAMI SIREN 9/7-10/7/24	\$ 10.89	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
356412	10/9/2024	220035067093	PUGET SOUND ENERGY INC	OUTSIDE LIGHTS FOR STA 3 9/6-10/7/24	\$ 60.00	medic
356245	10/9/2024	241166	T-SHIRTS BY DESIGN	WTP UNIFORM LOGO IMPRINTS	\$ 195.84	dwtpt
356523	10/9/2024	24553.00-1	GRAY & OSBORNE INC	SHIP HARBOR BOARDWALK RESTORATION PROJECT - CONCEPTUAL OPTIONS - 9/8/24-10/5/24	\$ 339.29	parks1
356513	10/9/2024	7234	SKAGIT COUNTY PUBLIC HEALTH	SENIOR SERVICES PROGRAM 2024 - 3RD QUARTER	\$ 10,931.25	parks1
356340	10/9/2024	INV00508138	USA BLUE BOOK	PH BUFFER 8.0 X 2	\$ 126.84	dwtpt
356291	10/9/2024	INV2898097	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 9/8-10/7/24	\$ 353.24	finance
356244	10/9/2024	MEI0124	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtpt
356406	10/9/2024	XA116005297:01	RWC INTERNATIONAL	PARTS FOR VEHICLE #609	\$ 216.15	dshop
356393	10/10/2024	20241842	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING 09/2024	\$ 4,236.01	finance
356391	10/10/2024	24-30407	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtpt
356407	10/10/2024	24-53615	BUDGET TOWING & AUTO REPAIR	SCRAP RV TOW	\$ 1,199.52	dshop
356332	10/10/2024	L163742	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 23-23	\$ 19,626.80	finance
356408	10/11/2024	0327602-IN	NELSON-REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 368.05	dwwtpt
356386	10/11/2024	1733968	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 28.00	dwtpt
356333	10/11/2024	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 9/5-10/4/24	\$ 32.33	parks1
356395	10/11/2024	24-30603	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR SOUTH	\$ 95.00	dwtpt
356397	10/11/2024	24-30604	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR 00932	\$ 38.00	dwtpt
356511	10/11/2024	3RZ523	BUD CLARY FORD/HYUNDAI	ERR1009 - 2024 FORD CARGO VAN FOR PARKS AND RECREATION DEPARTMENT	\$ 65,873.60	pw1
356403	10/11/2024	49509	ZUMAR INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 665.39	dshop
356491	10/11/2024	SEPTEMBER 2024	THE HUMANE SOCIETY OF	ABANDONED DOG - APD CASE 24-A05592	\$ 66.00	apd
356489	10/11/2024	V799673	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 876.10	wdist
356488	10/11/2024	V801829	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 1,091.48	wdist

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
356396	10/12/2024	00005W5A83414	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 10-12-24	\$ 12.47	apd
356487	10/13/2024	887	BLUE COW CARWASH	CAR WASHES QTR3 2024	\$ 1,308.00	dshop
356486	10/14/2024	1519337	LIFE ASSIST, INC	II-GEL AIRWAYS, ZOLL ELECTRODES, FAR	\$ 1,615.04	medic
356521	10/14/2024	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 9/5-10/4/24	\$ 6,109.65	parks1
356519	10/14/2024	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 9/5-10/4/24	\$ 1,137.36	medic
356520	10/14/2024	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 9/6-10/4/24	\$ 4,864.01	dwtp
356510	10/14/2024	300000300008	PUGET SOUND ENERGY INC	0008 WWTP 9/6-10/4/24	\$ 22,314.40	dwwtp
356527	10/14/2024	31-C23022734	KAREN, BERLANDI	REFUND AMBULANCE OVERPAYMENT	\$ 25.00	finance
356524	10/14/2024	31-C24027793	SANDERS, ANTHONY	REFUND AMBULANCE OVERPAYMENT	\$ 25.00	finance
356525	10/14/2024	31-C24037084	AETNA	REFUND AMBULANCE OVERPAYMENT	\$ 105.57	finance
356526	10/14/2024	31-C24042030	HOLBROOK, DYLAN	REFUND AMBULANCE OVERPAYMENT	\$ 405.16	finance
356528	10/14/2024	31-C24059995	MALSON, JAMES	REFUND AMBULANCE OVERPAYMENT	\$ 105.57	finance
356529	10/14/2024	31-C24059995	FRY, JUSTINE	REFUND AMBULANCE OVERPAYMENT	\$ 100.00	finance
356392	10/14/2024	INV2899925	COPIERS NORTHWEST, INC	Canon/IRC5870i/3rd Floor 9/11-10/10/24	\$ 364.09	finance
356501	10/14/2024	MEJ0022	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtp
356492	10/15/2024	108	SKAGIT COUNTY	INDIGENCY SCREENING	\$ 1,120.00	court
356582	10/15/2024	1734467	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 294.00	finance
356518	10/15/2024	24-090-TRN-0011	PNW CIVIL, INC.	RETAINAGE RELEASE	\$ 11,493.66	pw1
356500	10/15/2024	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 10/2-11/8/24	\$ 185.22	finance
356583	10/16/2024	1734468	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 316.00	finance
	Total				\$ 743,649.35	



City Council Agenda Bill

Meeting Date: October 21, **Agenda Item:** 5.c.
2024

Agenda Item Title: Contract Award: Depot Market Plaza Expansion Project - Design
#24-228-PRK-002

Staff Contact(s): Jonn Lunsford

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Jonn Lunsford	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$53,730.00 to Gray & Osborne, Inc. to perform engineering and related services for the Depot Market Plaza Expansion Project. Tasks will include topographic survey and mapping, preparing plans (including project specific details), specifications, cost estimates, drainage report (per NPDES requirements), and coordinating with the funding agency, if necessary.

Background:

1. **History:** The City of Anacortes was awarded a \$250,000 grant from Skagit County to build an extension to the existing depot plaza. This extension will be approximately 10,000 sf and will be built on the east side of the WT Preston to expand the Farmers Market and other community economic events and enhance the Port of Anacortes' north basin redesign. The goal is to go out to bid by the spring of 2025 with construction to follow in the late summer. This will have the new plaza ready for Market season in 2026.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$53,730.00.
 - The period of performance under this Agreement is through July 31, 2025.
3. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Budget Impact:

Consultant	Gray & Osborne, Inc.
Contract Amount	\$53,730.00
Earmarked Funds	Since these funds arrived after the approval of the 2024 budget, they will likely be updated in a forthcoming 4th quarter budget amendment.
BARS #	108.410.594.76.60
Start Date	Contract execution
End Date	7/31/2025

Previous Action: Interlocal Agreement [24-228-PRK-001](#) with Skagit County to receive \$250,000 in funding for the project was approved at the [8/19/24](#) Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-228-PRK-002 with Gray & Osborne, Inc. in the amount of \$53,730.00 to perform the design phase of the Depot Market Plaza Expansion Project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-228-PRK-002



AGREEMENT #24-228-PRK-002

Between
THE CITY OF ANACORTES
AND
GRAY & OSBORNE, INC.

DEPOT MARKET PLAZA EXPANSION PROJECT – DESIGN

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Gray & Osborne, 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 provide engineering and related services for the Depot Market Plaza Expansion Project, as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Jonn Lunsford, 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 **Fifty-Three Thousand Seven Hundred Thirty Dollars (\$53,730.00)**. 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 July 31, 2025.

4. **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.

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@anacorteswa.gov. 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 when any motor vehicles are used in connection with work to be performed. 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 when any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed.
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 subcontractors 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@anacorteswa.gov

CONSULTANT:
Gray & Osborne, Inc.
Mike Johnson
1130 Rainier Avenue South, Suite 300
Seattle, WA 98144
mjohnson@g-o.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

GRAY & OSBORNE, INC.

By _____

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

AGREEMENT 24-228-PRK-002

EXHIBIT A

SCOPE OF WORK

CITY OF ANACORTES DEPOT PLAZA IMPROVEMENTS

INTRODUCTION

The City of Anacortes, with financial grant assistance, desires to provide an extension to The Depot Arts and Community Center's existing plaza located at 611 R Avenue. The improvements will generally include the installation of new pavers/concrete, curbs, a maintenance access, and general surface restoration. Pavers and the plaza section are to be consistent with the previously constructed/adjacent plaza, and as such, no geotechnical work is included with this Scope. The City is to confirm the preferred pavers. Water spigots and electrical outlets (a maximum of three each) will also be installed within/adjacent to the new paver area. The City is to indicate the preferred locations. New systems are to connect to the existing systems previously installed. Based on the size of this project, a Stormwater Site Plan will be necessary; however, due to its proximity, this site is not intended to need detention or water quality treatment.

The engineering and related services contemplated for this project will generally include topographic survey and mapping, preparing Plans (including project specific details), Specifications, Cost Estimates, Drainage Report (per NPDES requirements), and coordinating with the Funding Agency, if necessary.

Our Scope of Work is more fully detailed as follows.

Task 1 – Project Management

Objective: Provide overall project management of Gray & Osborne resources, monitor and manage budget, manage and oversee the schedule of deliverables, manage the quality assurance/quality control (QA/QC) program, and provide Client contact.

Consultant Responsibilities

1. Contract execution, internal accounting, and auditing.
2. Internal resource management and prioritization of resources.
3. Oversee QA/QC reviews.
4. Preparation of monthly progress reports and invoices that identify major work items completed during the invoice period and identification of any impacts to the schedule, scope, and budget.
5. Manage and oversee the schedule of deliverables.

Assumptions

1. Gray & Osborne will provide standard Gray & Osborne-formatted invoices identifying personnel, hours, and direct costs (mileage, printing, etc.).

City Responsibilities

1. Review and process monthly invoices in a timely fashion.

Task 2 – Survey and Mapping

Objective: Establish vertical and horizontal control and acquire pertinent topographical features suitable to support the design of the new pavers.

Consultant Responsibilities

1. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"=5' vertical. Datum will be NAVD 88. Provide (set or establish) a minimum of two survey control points for vertical and horizontal control within the project area.
2. Perform topographical survey within the project area and approximately 10 feet beyond the existing right-of-way. The survey will establish surface grades, pavement edges, curbs, gutters, sidewalks, utilities (visually obvious and/or painted on the ground prior to the survey), utility structures (poles, hydrants, meters, valves, etc.), fences, and any significant landscaping adjacent to the areas of work.
3. Map survey data and show pertinent topographical features.

Assumptions

1. The development and/or recording of a "Record of Survey" is not required or included in this Scope of Work.
2. City-approved horizontal and vertical control/datum is available and accessible within 1/4 mile of the project site.
3. All survey, including the survey beyond the existing right-of-way, will be obtained in a single site visit. If permission is not granted onto private property from the Property Owners, the survey will stop at the right-of-way and no information will be obtained.
4. No right-of-way acquisition, to include Title Reports, Right-of-Entry Agreements, appraisals, appraisal reviews, market research, legal descriptions, deeds, negotiations, conveyance documents, or temporary construction easements are included in this Scope of Work.
5. Gray & Osborne will match the proposed right-of-way/sidewalk area intended for Market Street as part of the Cap Sante Project.

City Responsibilities

1. The City will support survey efforts regarding notification to and inquiries from, Private Property Owners.
2. The City will contact the private utility companies to have their facilities marked/painted on the ground prior to the survey.
3. The City will provide survey and any Plans (CAD and pdf) related to the Cap Sante Project involving the Market Street right-of-way and sidewalks.

Task 3 – Utility Data Acquisition

Objective: Acquire record drawings and map information from utility companies known to provide service in the project corridor.

Consultant Responsibilities

1. Provide written (email) requests to all utility companies known to provide utility service in the project area.
2. Review data provided by utility companies and incorporate into design products, as may be applicable.

Assumptions

1. Utility companies will provide requested information in a timely manner.
2. City to provide as-builts of the adjacent plaza, including electrical and water systems to be connected to, as part of this project.

Task 4 – Preliminary Design (60 Percent)

Objective: Use information generated in Tasks 2 and 3 to develop a preliminary design for the City's evaluation, review, and comment.

Consultant Responsibilities

1. Develop a base map of the project area to include survey data and pertinent utility information.
2. Provide a preliminary layout of the improvements.
3. Prepare semifinal Specifications to include the Proposal, Contract, and Bonding Forms. This work assumes Project Specifications (including Special Provisions) will be based on the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto (2024 version). Gray & Osborne will supplement the City's Front End Specifications (including Division 1) as necessary.

4. Prepare semifinal Plans. The Plans will include a Title Sheet, Index Sheet/legend/vicinity map/etc., Grading Plan, Utility Sheets, typical sections, paver details, and Temporary Erosion and Sediment Control (TESC) Sheets. Applicable City design standards, WSDOT design standards, and AASHTO Manual guidelines will also be included.
5. Develop a Construction Cost Estimate of the preliminary design for City review and comment.
6. Prepare a Stormwater Site Plan (Drainage Report) meeting the City's stormwater requirements and the City's NPDES Phase II Permit.
7. Perform a QA/QC review at the 60 percent level.

Deliverables

1. Provide electronic (pdf) copy of the preliminary layout of the improvements.
2. Provide electronic (pdf) copy of the Construction Cost Estimate.

Task 5 – Final Design (100 Percent)

Objective: Prepare Final Project Plans, Specifications, and Cost Estimates sufficient for bidding and constructing the project.

1. Prepare Final Plans, Specifications, and a Construction Cost Estimate which incorporates relevant comments from the QA/QC process and City reviews.

City Responsibilities

1. The City will address any grant responsibilities related to the Agency review.

Deliverables

1. Provide separate electronic (pdf) files for the Plans, Specifications (including any Addenda), and Construction Cost Estimate. A Word version of the Specifications will be provided as well.

Task 6 – Quality Assurance/Quality Control

Objective: Provide QA/QC reviews of engineering products to enhance overall quality of products. Prepare a QA/QC review of recommendations as further noted below.

1. Conduct two QA/QC reviews at 60 percent and 100 percent, by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product.

Task 7 – Bid and Award Services

Objective: Assist the City in bidding and awarding the project to the lowest, responsible, responsive Contractor.

1. Assist the City in answering bid inquiries received during the bid phase.
2. Assist the City in preparing Addendum(s), as needed, to the clarify the Bid Documents.

City Responsibilities

1. The City covers the costs for publication of the “Call for Bids” in the newspapers previously noted.

AGREEMENT 24-228-PRK-002

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Anacortes - Depot Plaza Improvements

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Technician/ Engineer Intern Hours	Professional Land Surveyor Hours	Field Survey (Two Person) Hours
1 Project Management	6	4				
2 Survey and Mapping		2		8	8	16
3 Utility Data Acquisition		2	4			
4 Preliminary Design (60 Percent)	6	8	72	20		
5 Final Design (100 Percent)	6	8	32	20		
6 Quality Assurance/Quality Control	16	8	8			
7 Bid and Award Services	2	6	4			
Hour Estimate:	36	38	120	48	8	16
Fully Burdened Billing Rate Range:*	\$165 to \$265	\$148 to \$265	\$130 to \$200	\$65 to \$180	\$125 to \$208	\$200 to \$315
Estimated Fully Burdened Billing Rate:*	\$245	\$225	\$185	\$150	\$200	\$310
Fully Burdened Labor Cost:	\$8,820	\$8,550	\$22,200	\$7,200	\$1,600	\$4,960

Total Fully Burdened Labor Cost: \$ 53,330

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 400

TOTAL ESTIMATED COST: \$ 53,730

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



City Council Agenda Bill

Meeting Date: October 21, **Agenda Item:** 5.d.
2024

Agenda Item Title: Special Event Application: Lions Walk with Santa Holiday Parade

Staff Contact(s): Stephanie Snyder

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

Stephanie Snyder
John Coleman

Motion

Item Summary: Annual community Parade to welcome the winter holiday season. Participants are asked to decorate floats, trucks or walkers in a cheerful fashion to bring joy to the community. Participants are to assemble on Saturday, December 7th, 2024, 10 AM near 3rd and O Avenue in different areas, depending on the type of entry

-

- Lining up on Commercial and 2nd/3rd St – Flag Bearers, Town Crier, Mayor & Santa’s Car near 3rd with Emergency Vehicles & Classic Cars lining up down Commercial to 1st Street
- Lining up on 3rd between Commercial & O Avenue – Lion’s truck, Choir and Marching Band on south side with refinery vehicles on north side followed by entrants as they arrive in line-up below
- Lining up on east side of 3rd and O Ave – Floats, vans with passengers, walkers and others
- Lining up on 2nd Street near Cortland Rope – Equestrians and horse carriages, other animal entrants

- PARADE will start at 11AM and proceed up Commercial Avenue from 3rd to 10th Street, go west on 10th Street crossing O and N Avenues to disburse once past the Library parking lots.

~ Parade participants are asked to decorate to bring joy to the season ~

For more information – <https://www.e-clubhouse.org/sites/anacortes> or e-mail lioncatowoods@gmail.com

~ If inclement weather such as snow or ice occurs, parade may be canceled for safety reasons.

Budget Impact:

0

Previous Action: Approved in 2023

Recommended Motion: Approve

Alternative Actions: Disapprove or Modify

Attachments (listed in order presented):

1. Lions Club walk with Santa Holiday Parade 2024
2. Lions Holiday Parade Route 2024 (1)



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 *

8/26/2024

Event Name *

Lions Walk With Santa Holiday Parade

Event Type

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

Applicant/Organization Name *

Anacortes Lions Club

Mailing Address *

P O Box 61, Anacortes WA 98221

Event Contact Person *

Cathryn "Cato" Woods

Event Contact Email *

lioncatowoods@gmail.com

Event Contact Phone *

360-708-9314

Event Website

<https://www.e-clubhouse.org/sites/anacortes>

Estimated Number of Participants/Attendees *

~300

Event Description *

Annual community Parade to welcome the winter holiday season. Participants are asked to decorate floats, trucks or walkers in a cheerful fashion to bring joy to the community. Participants are to assemble on Saturday, December 7th, 2024, 10 AM near 3rd and O avenue in different areas, depending on the type of entry -

- Lining up on Commercial and 2nd/3rd St – Flag Bearers, Town Crier, Mayor & Santa's Car near 3rd with Emergency Vehicles & Classic Cars lining up down Commercial to 1st Street
 - Lining up on 3rd between Commercial & O Avenue – Lion's truck, Choir and Marching Band on south side with Refinery vehicles on north side followed by entrants as they arrive in line-up below
 - Lining up on east side of 3rd and O Ave – Floats, Vans with passengers, Walkers and others
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- PARADE will start at 11AM and proceed up Commercial Avenue from 3rd to 10th Street, go west on 10th Street crossing O and N Avenues to disburse once past the Library parking lots.
- ~ Parade participants are asked to decorate to bring joy to the season ~
- For more information – <https://www.e-clubhouse.org/sites/anacortes> or e-mail lioncatowoods@gmail.com
- ~ If inclement weather such as snow or ice occurs, parade may be cancelled for safety reasons.

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 *

12/7/2024

Time Event Starts *

10:00:00 AM

Date Event Ends *

12/7/2024

Time Event Ends *

12:00:00 PM

Date Street Closure Starts *

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

12/7/2024

Time Street Closure Starts *

8:00:00 AM

Date Street Closure Ends *

12/7/2024

Time Street Closure Ends *

1:00:00 PM

Event Location *

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

Commercial Avenue from 1st Street to 10th Street, around corner on 10th Street to N Ave, and O Avenue from 5th to 1st street for Parade Route, and closing 2nd street to 3rd street from Commercial to O Avenues for entry line-up

Parking Location

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

small event, none required

Event Map (optional)

Upload one or more maps of the event

[Lions Holiday Parade Route 20...](#) 3.69MB

Indemnification Agreement*

Upload scan of SIGNED indemnification agreement

[COA Idemnification Agreement ...](#) 1.27MB

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 is required to provide public liability insurance subject to the provisions of AMC 7.04.100 unless the applicant can demonstrate that the event meets an exemption in that section. 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

Cathryn "Cato" Woods

Admin Review

Council Meeting Date *

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

10/14/2024

Staff Review Deadline *

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

10/7/2024

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:

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.





City Council Agenda Bill

Meeting Date: October 21, **Agenda Item:** 5.e.
2024

Agenda Item Title: Contract Award: Installation/Implementation of Win911 Auto-dialer Software for WWTP #24-263-SEW-001

Staff Contact(s): Andrew Rheume, Brian Walker

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Andrew Rheume	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$52,110.27 to Quality Controls Corporation (QCC) provide professional services to install, configure, and integrate Win911 auto-dialer software at the Wastewater Treatment Plant (WWTP).

Background:

1. **History:** The WWTP has a dialer system incapable of communicating details regarding call outs. Win911 is a callout software that will better communicate the details of callouts so that plant staff can respond more efficiently and effectively to plant and pump station emergencies. The plant will have hardwired dialer maintained as backup to ensure failure does not create risk.
2. **Key Terms:**
 - The total Agreement price shall be \$52,110.27. The software licenses and 1-year maintenance under this Agreement shall be for a firm fixed price of \$7,990.27. The professional services provided under this Agreement shall be on a time and materials basis not-to-exceed \$44,120.00.
 - The period of performance is from contract inception through December 31, 2024.
3. **Competitive Bidding:** The software purchase falls under the competitive bidding requirements for materials, equipment, and supplies and is under the City's bid threshold of \$40,000. The work identified as professional services are not subject to any competitive bidding requirements.

Budget Impact:

Consultant	QCC
Contract Amount	\$52,110.27
Earmarked Funds	\$58,000.00
BARS #	440.750.535.14.41
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/2024

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-263-SEW-001 with QCC in the amount of \$52,110.27 to perform the Installation/Implementation of Win911 Auto-dialer Software for WWTP.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-263-SEW-001



AGREEMENT #24-263-SEW-001
Between
THE CITY OF ANACORTES
AND
QUALITY CONTROLS CORPORATION

INSTALLATION/IMPLEMENTATION OF WIN911 AUTO-DIALER SOFTWARE FOR WWTP

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Quality Controls Corporation (QCC), 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 provide professional services to install, configure, and integrate the Win911 auto-dialer software at the Anacortes Wastewater Treatment Plant (WWTP), 500 T Ave, Anacortes, WA 98221, as listed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Corrin Hamburg, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms.** The total Agreement price shall be **Fifty-Two Thousand One Hundred Ten Dollars and Twenty-Seven Cents (\$52,110.27)**. The software licenses and 1-year maintenance under this Agreement shall be for a firm fixed price of \$7,990.27. The professional services provided under this Agreement shall be on a time and materials basis not-to-exceed \$44,120.00.

3. **Period of Performance.** The period of performance under this Agreement is from inception through December 31, 2024.

4. **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.

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: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, and amount requested per invoice. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must 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@anacorteswa.gov. 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. **New and Unused.** All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

10. **Warranty.** The Consultant shall return to the project and repair or replace all defects in workmanship and material discovered within one year after delivery of all items, including any necessary labor and materials. The Consultant shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another Consultant, in which case the cost of corrections shall be paid by the Consultant. In the event the Consultant does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Consultant. When corrections of defects are made, the Consultant shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by City. In addition, the Consultant shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Consultant's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

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.

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, 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.

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

Liability arising from theft, dissemination, and/or use of City confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the City, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

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

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

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
4. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
5. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

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

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

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

CONSULTANT:
Quality Controls Corporation
James Cross
5015 208th Street, SW, Suite 1-B
Lynnwood, WA 98036
jamesc@quality-controls.com

32. **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.

33. **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.

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

QUALITY CONTROLS CORPORATION

By _____

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



QP0001-8

Associated Scope of Work

October 4, 2024 Quote #: QP0001-8 – Win911 Alarm Dialer Upgrades

Estimated tasks associated with the quoted labor costs. To be provided on a time and materials basis and completed as budget allows and as directed by the customer.

Engineering services to be provided under this estimate:

1. Installation of Win9112 software.
 - Coordinate with Anacortes IT group for server deployment.
 - Installation of Dream Reports Software and licensing.
2. Alarm Server Maintenance-
 - Update existing plant alarms server. Implement established naming conventions & messaging for all plant alarms.
 - Modify pump station alarms. Implement consistent alarms across all pump stations. Implement consistent naming convention and messaging for all pump station alarms.
3. Win911 Integration-
 - Setup Win911 SMS modems for text messaging notifications.
 - Make necessary Win911 connections and configure Win911 alarm notifications.
 - Work with WWTP supervisory team to configure call out rotation, groups ect.
 - Configure and deploy Win911 mobile. Configure operator devices to connected to Win911 mobile server.
4. Reconfigure existing dialers.
 - Reduce hardwired dialers from two to one and implement emergency hard wire dialer alarms for critical and emergent conditions as backup if Win911 fails.
5. As-built documentation
 - Provide final list of all alarms, with delays, severity and indicate which are on emergency hard wire dialer.
6. Testing and Commissioning

5015 – 208th Street S.W. Unit 1B Lynnwood, Washington 98036
 Phone: 425.778.8280 Fax: 425.778.4541
 Email: JamesC@Quality-Controls.com

- Work with IT and WWTP staff to run systems in tandem for 2 weeks until confident in Winn 911 system
- Decommission old hardware dialers and train operators on new system operation and testing procedures.



QUOTATION DETAILS

5015 208th St SW
Suite 1B
Lynnwood, WA 98036
425.778.8280

QUOTED TO:
City of Anacortes
Attn: Corrin Hamburg

DATE: August 5, 2024

FOR: AWWTP Win911
REV B

DESCRIPTION	HOURS/QTY	RATE/PRICE	AMOUNT
<u>Software Licenses</u>			
Win911 Pro Perpetual. Single OPC A&E Connection - 10 smarphone clie	1.00	\$ 4,896.00	\$ 4,896.00
Win911-FT FactoryTalk A&E Client	1.00	\$ 357.00	\$ 357.00
Win911-10Mobile 10 x Smartphone client license	1.00	\$ 867.00	\$ 867.00
Win911 Customer Care Premium w/ Mobile Gateway Hosting, 1-year	1.00	\$ 1,224.00	\$ 1,224.00
Sales Tax		8.8%	\$ 646.27
<i>Total Material/Software</i>			\$ 7,990.27
<u>Materials</u>			
New Materials Costs			\$ -
Credit Materials Costs			\$ -
Material Markup		0%	\$ -
<i>Total Material</i>			\$ -
<u>Labor Estimate - T&M to be provided as requested</u>			
Project Management	8	\$ 190.00	\$ 1,520.00
Controls Engineering	120	\$ 180.00	\$ 21,600.00
Sr. Controls Engineering	80	\$ 195.00	\$ 15,600.00
Instrument Tech/Startup	40	\$ 135.00	\$ 5,400.00
Shop Labor	0	\$ 80.00	\$ -
<u>Document Clerical</u>	<u>0</u>	<u>\$ 65.00</u>	<u>\$ -</u>
<i>Total Estimated Labor Budget</i>			\$ 44,120.00
SUBTOTAL			\$ 52,110.27
TAX			\$ -
TOTAL			\$ 52,110.27



City Council Agenda Bill

Meeting Date: October 21, **Agenda Item:** 6.a.
2024

Agenda Item Title: Contract Award: 2025 City of Anacortes Prosecutor Services #25-003-LEG-001

Staff Contact(s): DARCY SWETNAM

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Darcy Swetnam	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$119,400.00 to Julie Walters to provide the 2025 City of Anacortes Prosecutor Services.

Background:

1. **History:** Juile Walters has been representing the City in municipal court for the past few years. She represents the City in municipal court matters and provides additional support for the police department on an as-needed basis and supports cases in community court.
2. **Key Terms:**
 - Contract is for a fixed \$8,700 per month plus Time and Materials up to \$15,000 for additional services.
 - The period of performance is from January 1, 2025 through December 31, 2025.
3. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	Julie Walters
Contract Amount	\$119,400.00
Earmarked Funds	\$119,400.00

BARS #	001.250.515.30.41
Budget Amendment Required?	No
Start Date	1/1/2025
End Date	12/31/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-003-LEG-001 with Julie Walters in the amount of \$119,400.00 to provide the 2025 City of Anacortes Prosecutor Services.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-003-LEG-001



AGREEMENT #25-003-LEG-001

**Between
THE CITY OF ANACORTES
AND
JULIE WALTERS**

2025 CITY OF ANACORTES PROSECUTOR SERVICES

THIS AGREEMENT is made and entered into as of _____, by and between the City of Anacortes, acting by and through its City Attorney, hereinafter referred to as the "City," and Julie Walters hereinafter referred to as the "Prosecutor."

WHEREAS the City has need of legal services for the provision of a competent attorney to effectively prosecute those people charged by the City with misdemeanors in the Anacortes Municipal Court including appeals at all appellate levels; and

WHEREAS the Prosecutor has expertise in this area of practice, and is able to provide advice and representation;

NOW, THEREFORE, it is hereby agreed as follows:

1. Legal Services:

- A. **Prosecution Services**: The Prosecutor agrees to provide legal services to prosecute persons charged with misdemeanors, contested civil infractions, and represent the City in additional municipal matters including dangerous dog cases filed in the Anacortes Municipal Court using the lawyer's best professional judgment. The Prosecutor shall represent the City through all levels of appeals in criminal matters.
- B. **Law Enforcement Support Services**: The Prosecutor agrees to provide legal services on matters related to criminal justice, including but not limited to providing legal research, training, and assistance to the Anacortes Police Department in criminal matters, including statutory interpretation, enforcement issues, and case decisions.
- C. **Professional Standards**: Services will be provided in a professional, skilled manner consistent with the standards set forth in the Washington Rules of Professional Conduct, ABA standards for prosecutors, case law, and applicable court rules defining the duties of counsel and special obligations of prosecutors in criminal cases.

2. Service: The Prosecutor will make every effort to expedite such legal matters promptly and efficiently according to the highest legal and ethical standards.

3. Term: Services to be provided pursuant to this agreement shall commence on January 1, 2025 and terminate on December 31, 2025; PROVIDED, HOWEVER, that the term of this agreement may be extended upon the mutual agreement of the parties.

- A. The City may terminate its contract with a Prosecutor for convenience on sixty (60) days' notice or on thirty (30) days' notice only for violation of the terms of the contract, violation of the Rules of Professional Conduct (including initiation of disciplinary proceedings by the Washington State Bar Association), or for failure to comply with the City's Standards for Prosecution Services. A termination for

cause shall be effective immediately only where the nature of the cause for termination presents an immediate threat of harm or liability to the City or a Defendant.

- B. The Prosecutor will not terminate its contract with the City unless the Prosecutor is unable to carry out the terms of the contract. If the Prosecutor determines that it is not able to carry out the terms of the contract, it shall provide the City with not less than ninety (90) days' written notice so that the City may obtain another Prosecutor.
 - C. The Prosecutor shall have the right to renegotiate or terminate this contract, which termination shall be subject to the 90 days' notice provided in Section 3(B) above, in the event that the Anacortes Municipal Court adds an additional docket(s) to the current practice of two dockets per month and/or in the event that the Prosecutor's workload increases materially due directly or indirectly to the implementation of public defender caseload standards, changes in the law and/or court procedures.
4. Fees:
- A. Prosecution Fees: The City shall pay the Prosecutor as sole compensation for Prosecution Services performed under this agreement the sum of \$8,700.00 per month.
 - B. Law Enforcement Support Fees and Community Court Services: The City shall pay the Prosecutor for all Law Enforcement Support Services and for matters related to Community Court(s) at the rate of \$275 per hour, or if said services are performed by a paralegal in the Prosecutor's office, the same shall be compensated at the rate of \$100 per hour, with the total amount charged for Law Enforcement Support and Community Court Services under this Agreement not to exceed fifteen thousand dollars (\$15,000.00).
5. Services are Personal: The legal services described herein shall be provided by Julie Walters. The City has entered into this agreement based upon the skills and qualifications of the attorney named above, who will provide the services described herein.
6. Substitute Counsel: It is the intent that the Prosecutor shall contract with Craig Cammock or other attorneys as substitute counsel to provide services when the Prosecutor is precluded from doing so as a result of a conflict of interest, scheduling, or other disability. The Prosecutor's contract with substitute counsel should include all of the terms included in the contract between the City and the Prosecutor, excluding only payment terms. The Prosecutor shall compensate substitute counsel out of the Prosecutor's own funds. Substitute counsel shall be subject to the City's consent as to individuals assigned.
7. Insurance: The Prosecutor shall have and maintain a professional liability policy with limits of \$1,000,000 per claim and \$1,000,000 aggregate, and which shall protect the City from liability for counsel's legal malpractice or other negligence.

The deductible for such insurance policy shall not exceed \$2,000 if such insurance policy is written so that defense costs are inside the policy limits.

The insurance policy must be maintained in full force and effect, uninterrupted, and at no expense to the City, throughout the entire term of the contract and three years following the termination of the contract. It is the intent of the City that prior acts

coverage not be lost through the term of the agreement with the City, including any additional contract terms. The carrier shall be subject to the approval of the City.

8. Management: The City will provide the Prosecutor staff for case-reporting and management. The City will also provide the Prosecutor with office space, telecommunications, and a computer to facilitate prosecution.
9. Billing Procedures: Billings should be submitted on a monthly basis by the 20th day of the month. Each billing statement should set forth for each date services were performed and a brief summary of the services provided including the amount of time spent working in the capacity of Prosecutor.

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. In no event shall the total of the City's payment pursuant to this Agreement exceed the amount set forth hereinabove.

10. Interaction with City:
 - A. The City Attorney's Office shall be responsible for managing this contract on behalf of the City.
 - B. The Prosecutor will keep City well informed of all prosecution activities pursuant to this Agreement. The Prosecutor, at such times and in such form as the City may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this agreement.
11. Independent Contractor Status: The Prosecutor shall at all times perform its duties and responsibilities and carry out all services as an independent contractor.

The Prosecutor, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits, and tax certificates. The Prosecutor shall maintain a professional liability policy with policy limits as set forth in section 7 to protect the Prosecutor and the City from losses and claims which may arise out of or result from performance of duties related to this Agreement, including Worker's Compensation and professional liability insurance.

The Prosecutor shall obtain a business license under the Anacortes Municipal Code.

12. Indemnification: The Prosecutor shall indemnify and hold harmless the City, its officials, officers, agents, employees, volunteers, and representatives from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and cost arising out of or occasioned by the grossly negligent performance, grossly negligent acts, and/or omissions by the Prosecutor and its employees relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, the Prosecutor shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

The City hereby shall defend, indemnify, and hold the Prosecutor harmless from any and all claims, demands, damages, lawsuits, liabilities, and losses, arising out of the good faith prosecution of defendants, except to the extent that such claims arise out

of intentional, malicious or grossly negligent acts of Prosecutor. It is the intent of the parties that this clause shall extend to the indemnification of claims brought under 42 U.S.C. 1983.

13. Non-discrimination: The Prosecutor agrees to take all necessary and affirmative steps to ensure compliance with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Prosecutor shall not discriminate in any employment action or in the representation of any client because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap.

In the event of non-compliance by the Prosecutor with any of the non-discrimination provisions of this agreement, the City will have the right, at its option, to cancel the agreement in whole or in part by written notice. If the agreement is canceled after partial performance, the City will be obligated to pay only for that portion of the total work authorized under this agreement that is satisfactorily completed.

14. Conflict of Interest: In addition to Rule of Professional Conduct 1.7, the Prosecutor shall comply with all federal and state conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this agreement.

15. Complete Agreement: This agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement: This agreement may be modified by a writing explicitly identified as a modification or amendment of this agreement that is signed by authorized representatives of the City and the Prosecutor.

17. 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
City Attorney
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

PROSECUTOR:
Julie Walters
1010 34th Street, Suite D
Anacortes, WA 98221
juliew@anacorteswa.gov

18. Venue. It is agreed that venue for any lawsuit arising out of this agreement shall be Skagit County.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first written above.

CITY OF ANACORTES

PROSECUTOR

By _____
Matt Miller
Mayor

By _____
Julie Walters

Approved as to Form:

Attest:

Darcy James Swetnam, WSBA 40530
City Attorney

Steven D. Hoglund, Finance Director



City Council Agenda Bill

Meeting Date: October 21, **Agenda Item:** 6.b.
2024

Agenda Item Title: Interlocal Agreement #24-264-APD-001 Traffic Safety Grant
2025-HVE-5439-Region 11 Target Zero Task Force

Staff Contact(s): Dave Floyd, Chris Fuller

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Dave Floyd	

Item Summary: City staff seeks approval to execute Interlocal Cooperative Agreement 24-264-APD-001 with Washington Traffic Safety Commission (WTSC), under which the City will receive funds from the traffic safety grant 2025-HVE-5439-Region 11 Target Zero Task Force. WTSC reimburses the APD/City of Anacortes for the overtime costs of officers working statewide DUI, seatbelt, distracted driving, motorcycle emphasis patrols.

Key Terms:

- This agreement provides for up to \$95,000 reimbursement of straight time or overtime work split between all agencies within Region 11.
- The term shall be from date of execution through September 30, 2025.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 24-264-APD-001 between the City of Anacortes and Washington Traffic Safety Commission.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 24-264-APD-001



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

City of Anacortes

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and **City of Anacortes**, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project **2025-HVE-5439-Region 11 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region **11** to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2025-HVE-5439-Region 11 Target Zero Task Force** was awarded to the WTSC Region **11** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2024, and remain in effect until September 30, 2025 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, speeding, occupant restraint mis/nonuse, and distraction. Fatalities have increased almost 40 percent since 2019. Despite a very high seat belt use rate (greater than 90% for many years in a row), the number of unrestrained fatalities

and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 40 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

Washington has seen a drastic decrease in proactive enforcement of traffic laws. This decrease is due to a myriad of factors, include the COVID-19 pandemic, political actions to update laws that reduce an officer's ability to stop drivers,

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2024).
- Distracted driving enforcement during the Distracted Driving campaign (April 2025)
- Seat belt enforcement during the Click It or Ticket campaign (May 2025).
- Impaired driving enforcement during the Summer DUI campaign (August 2025).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

3.1.4 Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2024, Distracted Driving campaign in April 2025, Click It or Ticket campaign in May 2025, and Summer DUI campaign in August 2025).
NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.
2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.
10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.
For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.
11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these. Dates are tentative and may change when NHTSA publishes their FFY2025 mobilization calendar.

Mobilization	Dates
Holiday DUI	December 14, 2024 – January 1, 2025
U Drive. U Text. U Pay.	April 7 – 14, 2025
Click It or Ticket	May 12 – June 1, 2025
It's a Fine Line (optional if funded)	July 7 – 20, 2025
DUI Drive Sober or Get Pulled Over	August 13 – September 1, 2025

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this

agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

- 3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.
- 3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- 3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded \$95,000 to the WTSC Region 11 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the “BILLING PROCEDURE” section. Use of the Officer Activity Log in the WTSC’s online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT’S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

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

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS’ FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC’s grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2025, **must be received by WTSC no later than August 10, 2025**. All invoices for goods received or services performed between July 1, 2024 and September 30, 2025, **must be received by WTSC no later than November 15, 2025**.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal

auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15- day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

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

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for

lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities”). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

37.1.1.8. The Civil Rights Restoration Act of 1987

37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations

37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency

37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government

37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region <u>11</u> is:	The Contact for WTSC is:
Capt. Chris Fuller fullerc@anacorteswa.gov 360-299-1976	Carr Lanham WTSC Contractor clanham.wtsc.outlook.com 360-815-4243	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

Signature

Matt Miller

Printed Name

Mayor

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date