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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

February 24, 2025
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Planning Committee (Report)
 - b. Personnel Committee (Report)
 - c. Public Safety Committee (Report)
 - d. Finance Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of February 10, 2025 (Action)
 - b. Approval of claims in the amount of \$2,565,619.82 (Action)
 - c. Contract Award: WWTP Annual Incinerator Emissions Testing #25-042-SEW-001 (Action)
6. **Other Business**
 - a. North Star Presentation (Presentation)
 - b. Contract Modification: WWTP Outfall - Permitting & Monitoring Services #20-032-SEW-014 (Discussion/Action)
 - c. Contract Award: RingCentral VoIP Software Telephone System #25-053-ITS-002 (Discussion/Action)
 - d. Contract Award: RingCentral VoIP Software Telephone System - Implementation & Materials #25-053-ITS-001 (Discussion/Action)
 - e. * Draft Interlocal Agreement Between the Cities of Burlington, Mount Vernon,

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.

Anacortes, & Sedro Woolley for Coordination on Procurement for Public Defense Services (Discussion)

- f. * Interlocal Agreement #25-072-AFD-001 for Moorage with the Port of Anacortes (Action)
 - g. Contract Award: Commercial Avenue Enhancement Project – Design #19-097-TRN-001 (Discussion/Action)
 - h. Contract Modification – Dedicated Internet Access at NoaNet’s Burlington Point of Network Presence #24-102-FBR-001 (Discussion/Action)
7. **Adjournment**

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

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Municipal Building Council Chambers
904 Sixth Street

February 24, 2025
6:00 p.m.

Per Resolution 3141, citizens wishing to comment on items not on the agenda may do so on any matter specifically pertaining to the City of Anacortes under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

Name

→ JENNIFER JOLLY ✓
→ SHAWNA KITZAN ✓

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Anacortes City Council Minutes - February 10, 2025

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of February 10, 2025, at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, and Carolyn Moulton were present. Councilmember Amanda Hubik participated in the meeting remotely via Zoom. Councilmember Bruce McDougall was absent.

Ms. Moulton moved, seconded by Mr. Fantini, 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 Miller announced that city offices would be closed on February 17th in observance of the Presidents Day holiday and that the regular City Council meeting scheduled for February 18th would be postponed due to the likelihood of the lack of a quorum until the next regular meeting scheduled for February 24th.

Housing Affordability and Community Services Committee

Ms. Cleland-McGrath reported from the Housing Affordability and Community Services Committee meeting held February 5th. The committee discussed a summary of uses of 2024 Community Development Block Grant (CDBG) funding, including curb cuts for disabled access at 24th Street and H Avenue, public services for the Anacortes Family Center, floor repair and replacement at the Salvation Army, exterior maintenance for the Anacortes Family Center temporary housing shelter, and roof replacement for the Anacortes Housing Authority with a small amount remaining to put toward a project in 2025. She added the 2025 grant period is currently open through February 21st and that staff are determining if the city will need to conduct an analysis of impediments to maintain eligibility for CDBG funds in the future.

Planning Committee

Ms. Moulton reported from the Planning Committee meeting held immediately before the council meeting at 5:00 pm. The topics discussed included the Skagit Transit long range plan for service throughout the county, specifically the proposal to have continuous service between Anacortes and Mount Vernon and more frequent trips, and potential uses for the Anacortes Family Center property located on 31st Street and associated zoning considerations to improve housing availability and affordability for renters and owners alike. Mr. Young expressed appreciation for public transportation as an important community resource.

Port / City Liaison Committee

Mr. Walters reported from the Port / City Liaison Committee meeting held February 3rd. The topics discussed included a review of edits to separate interlocal agreements for the proposed joint City - Port event center, most significantly that the port dropped their request for financial contingencies should the port lose money on the operation of the facility. He reported that the committee would meet again on February 18th to keep the process moving forward and that the city had met, and will meet, internally with bond counsel to consider additional edits to the agreements regarding funding.

Information Technology Committee

Mr. Walters reported from the Information Technology Committee meeting held February 6th. The principal topic discussed was the proposed upgrade of the city's phone system from an on-site hosted system to a cloud-based voice over internet protocol system. He reported that the cost of the transition to the new system will be within budget but that the ongoing cost would be more than double the existing system due to additional taxes and fees but would also lessen the administrative burden of hosting the system.

Ms. Cleland-McGrath reported on an online meeting she attended hosted by the Association of Washington Cities that included the National League of Cities, Puget Sound Regional Council, and a representative from Senator Murray's office regarding ongoing changes to federal funding. She reported that the main takeaway was that the city needs to communicate with Senator Murray's office regarding which federal grants are important and if there are any pauses or associated challenges to expected federal funding. Ms. Cleland-McGrath announced that she would share the link to the recorded meeting with the Council and expressed her desire that there should be a deeper discussion with the Finance Committee regarding potential federal funding changes and associated impacts on city revenues.

Mr. Young announced that Island Health would hold meetings on the future direction and viability of the hospital in the near future and encouraged the community to take part in those discussions.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda. Public comments were given as follows:

Steve Anderson of Anacortes commented on the city's fiber optic cable installation in his neighborhood. He asked about the city's right of way authority regarding installation of fiber cables and boxes. Mayor Miller responded that staff would respond to his inquiry at a later date.

Linda Martin of Anacortes thanked the mayor and councilmembers who responded to her comments the prior week regarding west end park design funding.

Consent Agenda

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

a. Minutes of February 3, 2025

b. Approval of claims in the amount of \$774,339.05

The following vouchers/checks were approved for payment:

EFT numbers: 111655 through 111694, total \$562,394.32

Check numbers: 111654 + 111696 through 111707, total \$192,174.06

Wire transfer numbers: 363161 through 363324, total \$19,770.67

c. Contract Award: ARCGIS Software and Maintenance Agreement 2025-2027 #25-009-GIS-001

Other Business

Planning, Community and Economic Development 2025 Department Update

Planning, Community, and Economic Development Director John Coleman presented a department update referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

Housing Unit Trends

- Townhome permits issued reflects all of Skagit County?
- Steeper fall off in permits issued in Anacortes versus national trend line.
- Greater proportion of cash buyers in Anacortes than elsewhere in the county and state.
- Less available land for development in Anacortes?
- Issues that are impacting development.
 - Consultant hired to help better implement SmartGov.

- Staff working constantly with developers to assist with the process.
- Transition from a small town to a small city.
- Staff challenges learning new software coupled with more complicated permitting scenarios.

Housing Trends

- Data annualized and markers are third quarter due to latest available data being third quarter 2024.

New Housing Units 2019-2024

- Accessory Dwelling Unit New - new construction.
- Accessory Dwelling Unit ALT - alteration of existing construction.

Planning Division Updates

- Sharpe's Corner site analysis study report by Makers to Council and public once complete.
 - Request for proposal guidelines included in the report.
 - Guide for the Council and community on how to proceed with development.

20-Year Housing Growth

- Builders and developers will produce needed housing, not the city.
- City is responsible for zoning and policies that will enable achieving the desired targets.

Upcoming Land Use Projects

- Strandberg Threet project on west end of 17th Street.

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

Contract Award: 16th Street and D Avenue Improvement #22-213-TRN-003

City Engineer Logan Lee presented to Council contract #22-213-TRN-003 for \$1.17 million with Fisher Construction Group for the 16th Street and D Avenue improvement project. He mentioned that this project is in partnership with the Samish Indian Nation, for which the city is providing project management and construction administration, while the Samish are providing project funding for street and sidewalk improvements in the area surrounding the Samish Early Learning Center.

Discussion topics included:

- Project addressing community childcare needs.
- City and Samish collaboration contributing to project success.
- Map of the project area.
- Traffic calming feature on C Avenue.
 - Raised crosswalk or speed table - similar to feature used on 29th Street between Commercial and M Avenues.

- Mini roundabout as test traffic calming feature for other locations in the city.
- Parking on the street between C and D Avenues.
- Changes from the design considered by the Council in July 2023
 - Improvements between 17th Street and 18th Street have been removed due to non-availability of funds.
- Including updated plans in the agenda packet.
- Public Works Committee review of the project and its role with respect to the entire Council.
- Includes four crossings on D Avenue all with rapid-flashing beacons.

Mr. Young moved, seconded by Mr. Fantini, to authorize the mayor to execute contract #22-213-TRN-003 with Fisher Construction Group Inc. for the 16th Street and D Avenue improvement project.

There were additional comments at this point around not having plans, maps, and other documentation related to this project included in the packet materials that made some councilmembers hesitant about voting for the contract. Public Works Director Andrew Rheume pointed out the contract cannot be changed at this point as the 100% design project was put out to bid, and the Council is considering the contract that includes the final design.

Ms. Cleland-McGrath requested staff provide the Council with final plans and maps and move the item to the end of the agenda to consider after the Council had a chance to review the materials.

Mr. Young and Mr. Fantini removed their motion and second, respectively. The plans were reviewed and some of the council's questions subsequently answered.

Anthony Young moved, seconded by TJ Fantini, to authorize the mayor to sign contract #22-213-TRN-003 with Fisher Construction Group Inc. for the 16th Street and D Avenue improvement project.

Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Temporary Construction Easements for Cascade Natural Gas Relocation Project

City Attorney Darcy Swetnam presented temporary construction easements for the Cascade Natural Gas (CNG) relocation project, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Nature of the work CNG is going to perform.
 - Mr. Lee described there is a swale that needs to be adjusted and resides in a grassy area east of the Tommy Thompson Trail around the skate park area.

Christine Cleland-McGrath moved, seconded by Amanda Hubik, to authorize the mayor to execute two temporary construction easements between the City and Cascade Natural Gas Corporation regarding the relocation of a regulator station to the corner of R Avenue and 22nd Street.

Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Contract Award: WWTP Incineration Evaluation and Solids System Planning #25-052-SEW-001

Wastewater System manager Brian Walker presented contract #25-052-SEW-001 for the consultant, Brown and Caldwell, to perform an assessment of the current wastewater treatment plant incineration system. He provided a history of the operation of the incinerator since its inception in 1992 and mentioned that the contract would be

divided into two separate phases. The first would include a physical and operational inspection of the incinerator, a financial analysis of the operation, the delivery of a technical memorandum for the rehabilitation of the incinerator, and an incinerator bypass plan. The second phase would be pursued if the first does not provide a viable path for rehabilitation of the incinerator and would include biosolids alternative planning using economic and non-economic criteria.

Discussion topics included:

- Threshold for moving on to the second phase of the contract.
- Volume of two dry tons of solids processed per day by incinerator.
- Bellingham and Vancouver are the two other cities in the state that operate an incinerator.
- Federal legislation and regulations regarding incinerators.
- Timing of review.

TJ Fantini moved, seconded by Ryan Walters, to authorize the mayor to sign contract #25-052-SEW-001 with Brown and Caldwell to conduct the Wastewater Treatment Plant Incineration Evaluation and Solids System Planning project.

Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Adjournment

There being no further business, at approximately 8:08 pm the Anacortes City Council meeting of February 10, 2025, 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 February 24, 2025 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363732	10/29/2024	PS-INV110480	WHITNEY EQUIPMENT CO INC	MAINTENANCE SUPPLIES - REVISED INVOICE WITH TOTALS	\$ 31,927.36	dwwtp
363758	12/2/2024	3613	DISCOUNT FENCE	WTP RESERVOIR FENCING INSTALLATION	\$ 27,877.62	dwwtp
363810	12/11/2024	INV-25951	IMAGE360	PARTS FOR VEHICLE #3005	\$ 2,144.69	dshop
363717	12/16/2024	50025377	LAKESIDE INDUSTRIES, INC.	"A" DOCK PUMP OUT FORCE MAIN PROJECT - ASPHALT PATCHING	\$ 4,817.66	pw1
363572	12/18/2024	68435	SEL ENGINEERING SERVICES, INC.	WTP GENERATOR PROTECTION RELAY FIRMWARE UPDATES	\$ 13,085.00	dwwtp
363811	12/19/2024	INV-25952	IMAGE360	PART FOR VEHICLE #3006	\$ 2,144.69	dshop
363757	12/20/2024	37313	COMMERCIAL ALARM & DETECTION	TROUBLESHOOT ISSUES FROM ANNUAL FIRE ALARM TESTING	\$ 326.40	pw1
363715	12/23/2024	P2384-NT-1	QCC QUALITY CONTROLS CORP.	WWTP NUTRIENT REDUCTION IMPROVEMENT PROJECT - PROGRAMMING	\$ 8,087.50	dwwtp
363755	12/23/2024	P2384-T-1	QCC QUALITY CONTROLS CORP.	WWTP NUTRIENT REDUCTION IMPROVEMENT PROJECT - PROGRAMMING	\$ 7,817.12	dwwtp
363722	12/31/2024	0061605	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 1,710.28	wdist
363801	12/31/2024	7100588338	SCHINDLER ELEVATOR CORPORATION	SERVICE FOR FACILITIES	\$ 653.68	pwfac
363835	1/6/2025	986711	NORTH CASCADE INSURANCE	2025 PROPERTY INSURANCE	\$ 182,611.00	finance
363724	1/7/2025	0066004	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 4,948.11	wdist
363570	1/9/2025	30044	ANCHOR QEA, INC	FORMER WTP MATTER NO. 96	\$ 1,279.00	pw1
363826	1/9/2025	ReimbLindquist	LINDQUIST, THAD	VISION COPAY, LEOFF 1 RETIREE, THAD LINDQUIST	\$ 295.50	hr
363571	1/15/2025	30256	ANCHOR QEA, INC	A AVENUE LANDFILL MATTER NO. 200	\$ 419.25	pw1
363569	1/17/2025	174	RAW LAND CONSTRUCTION LLC	SANITARY SEWER MAINTENANCE REDUCTION	\$ 11,424.00	pw1
362983	1/17/2025	52528	SKAGIT PUBLISHING LLC	PUBLISH SVH-597301	\$ 150.64	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363716	1/17/2025	P2222-2	QCC QUALITY CONTROLS CORP.	WTP CASTILLEJA BLUFF AND ROCKRIDGE PLC UPGRADE	\$ 34,867.14	dwtp
363838	1/20/2025	992416	NORTH CASCADE INSURANCE	ADD FIBER OLT COA/ASD LOCATION	\$ 183.00	finance
363496	1/22/2025	026P66696	DOBBS PETERBILT - MARYSVILLE	PARTS FOR VEHICLE #514	\$ 183.82	dshop
363709	1/22/2025	Pay App 7	STRIDER CONSTRUCTION CO, INC	WWTP OUTFALL RELOCATION - MARINE AND UPLAND	\$ 1,197,440.32	pw1
363499	1/23/2025	821083	BLADE CHEVROLET, INC	PART FOR VEHICLE #3002	\$ 8.42	dshop
363778	1/26/2025	6104611911	VERIZON WIRELESS	WTP SCADA 12/27/24-01/26/25	\$ 907.32	dwtp
363574	1/28/2025	151	OSBORN CONSULTING, INC	STORMWATER MASTER PLAN UPDATE - THROUGH DECEMBER 2024	\$ 9,863.37	pw1
363734	1/28/2025	239739	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2025 - FIRE STATION 1	\$ 771.39	pw1
363495	1/28/2025	877188	KARMART	PART FOR VEHICLE #206	\$ 386.96	dshop
363742	1/29/2025	239610R	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2025 - CITY HALL	\$ 1,649.63	pw1
363720	1/29/2025	59840	VALLEY ATHLETICS	PARKS BALLFIELD MAINTENANCE	\$ 4,406.40	parks1
363714	1/29/2025	IN960719	NOANET	OUTSIDE PLANT ENGINEERING SUPPORT - JANUARY 2025	\$ 1,296.00	fiber
363725	1/30/2025	0065990	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 50,121.98	wdist
363706	1/30/2025	2025Q1-Ana	SKAGIT COUNTY DEM	EMERGENCY MANAGEMENT SERVICES C20180098 - 1ST QUARTER 2025	\$ 21,829.39	medic
363730	1/30/2025	239626	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2025 - WT PRESTON	\$ 308.99	pw1
363733	1/30/2025	239709	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2025 - HERITAGE CENTER	\$ 174.08	pw1
363736	1/30/2025	239871	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES CITY HALL BOILER REPAIR	\$ 726.53	pw1
363750	1/30/2025	2435-01	QUANTUM CONSTRUCTION, INC	CITY HALL MAIN FLOOR BATHROOM PLUMBING	\$ 11,121.92	pw1
363744	1/30/2025	25-64843L	ENVIRO-CLEAN EQUIPMENT INC	STREET SWEEPER RENTAL - 1/30/25-2/29/25	\$ 12,001.00	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363824	1/31/2025	#928	BOYS & GIRLS CLUBS	FUNDING AGREEMENT - LUNCH PROGRAM - JANUARY	\$ 360.00	finance
363726	1/31/2025	0173	SKAGIT COUNTY SOLID WASTE FUND	JANUARY TONNAGE HAULED	\$ 120,097.63	dshop
363643	1/31/2025	137201	PROCOM LLC	PRE-EMPLOYMENT DRUG TEST; THOMAS AND DEBARGE	\$ 156.00	apd
363762	1/31/2025	13795	PETDATA, INC	PETDATA LICENSING FEES JANUARY	\$ 1,814.40	finance
363577	1/31/2025	15-0125ANTCWP2	CONFLUENCE ENGINEERING GROUP L	WATER QUALITY ASSESSMENT AND PLANNING - 9/1/24-1/31/25	\$ 4,295.50	dwtpt
363805	1/31/2025	150688	FRONTIER FORD	PART FOR VEHICLE #170	\$ 619.44	dshop
363485	1/31/2025	47842358	LINDE GAS & EQUIPMENT INC.	MAINTENANCE SUPPLIES - INCINERATOR	\$ 1,381.58	dwwtpt
363497	1/31/2025	52910	SKAGIT PUBLISHING LLC	PUBLISH SVH-603858	\$ 285.14	plan
363775	1/31/2025	54454	PACIFIC SECURITY	JANUARY 2025 - SECURITY DETAIL	\$ 649.78	court
363753	1/31/2025	FB-2827	CITY OF MOUNT VERNON	DARK FIBER, JAN 2025	\$ 525.00	fiber
363712	1/31/2025	IN961094	NOANET	PRIMARY DIA SERVICE - JANUARY 2025	\$ 3,450.00	fiber
363761	1/31/2025	Pay App 1	REGENCY NW CONSTRUCTION, INC	LIBRARY YOUNG ADULTS INTERIOR RENOVATION PROJECT	\$ 58,480.00	publib
363500	2/1/2025	052-0010-00	CITY OF ANACORTES	OPS: 1/1-1/31/25	\$ 1,876.38	dshop
363484	2/1/2025	190-1840-00	CITY OF ANACORTES	UTILITY BILL FOR WWTP 2025-01	\$ 8,446.17	dwwtpt
363640	2/1/2025	4166	CITY OF SEDRO-WOOLLEY	K9 ZEKE PICK UP EXPENSE (OUR PORTION OF TOTAL COST)	\$ 429.43	apd
363751	2/1/2025	Cogent-250201	COGENT COMMUNICATIONS, LLC	STANDBY INTERNET, FEB 2025	\$ 3,705.87	fiber
363494	2/3/2025	0332809-IN	NELSON-REISNER DISTRIBUTOR INC	LUBE OIL FOR VEHICLE #170	\$ 334.09	dshop
363710	2/3/2025	1149	BE ENTERPRISES LLC	2025 JANITORIAL SERVICES - JANUARY 2025	\$ 10,027.30	pw1
363806	2/3/2025	150745	FRONTIER FORD	PARTS FOR VEHICLE #170	\$ 416.33	dshop
363355	2/3/2025	200012505505	PUGET SOUND ENERGY INC	WTP 1/1/25-1/31/25	\$ 74,789.64	dwtpt
363748	2/3/2025	239454	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES WTP AIR HANDLER UNIT 4810 INSPECTION	\$ 414.79	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363752	2/3/2025	239454-1R	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES WTP AIR HANDLER UNIT 4810 REPAIR	\$ 5,353.44	dwtpt
363398	2/3/2025	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/4-1/2/25	\$ 7,094.91	dshop
363402	2/3/2025	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/8-1/7/25	\$ 97.96	dshop
363403	2/3/2025	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/31-1/29/25	\$ 37.99	dshop
363576	2/4/2025	1200693810	HDR ENGINEERING, INC	GENERAL SEWER PLAN - 12/29/24 - 1/25/25	\$ 22,328.68	dwwtpt
363396	2/4/2025	1759192	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 196.00	dshop
363749	2/4/2025	239536	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES WWTP BOILER/RECIRC PUMP REPAIR	\$ 923.44	dwwtpt
363723	2/4/2025	248421496	EWING IRRIGATION PRODUCTS, INC	PARKS BALLFIELD MAINTENANCE	\$ 627.03	parks1
363410	2/4/2025	250204COA	COMPULINK MANAGEMENT CENTER. D/B/A LASERFICHE	LASERFICHE SUPPORT 3/1/2025- 2/28/2026	\$ 38,323.93	legal
363646	2/4/2025	7408083920	CARDINAL HEALTH 110, INC.	PHARMA: ROCURONIUM, ADENOSINE	\$ 502.50	medic
363296	2/4/2025	CL86577	NELSON-REISNER DISTRIBUTOR INC	VEHICLE FUEL - JANUARY 2025	\$ 26,086.19	finance
363656	2/4/2025	IH58740804/46	ISLAND HEALTH	PRE-EMPLOYMENT -DRUG SCREE; THOMAS AND DEBARGE	\$ 58.00	apd
363644	2/4/2025	I2503836	WASHINGTON STATE PATROL	BACKGROUND CHECKS; JANUARY 2025	\$ 108.00	apd
363836	2/4/2025	2/4/25	ISLAND HEALTH	DECEMBER AMBULANCE SUPPLIES	\$ 1,643.91	medic
363573	2/5/2025	041	BREAKTHROUGH PSYCHOLOGY PLLC	POLICE DEPARTMENT EMPLOYEE MENTAL WELLNESS PROGRAM - JANUARY 2025	\$ 2,100.00	apd
363404	2/5/2025	21-043-FIN-001	ANACORTES FAMILY CENTER	JAN AFFORDABLE HOUSING TAX PAYMENT	\$ 30,494.72	finance
363405	2/5/2025	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	JAN AFFORDABLE HOUSING TAX PAYMENT	\$ 30,494.72	finance
363747	2/5/2025	240135	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES PUBLIC SAFETY BUILDING DAMPER ACTUATOR	\$ 1,096.44	pw1
363502	2/5/2025	25-02680	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TOC	\$ 140.00	dwtpt
363503	2/5/2025	25-03040	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - FLUORIDE BLUE HERON	\$ 35.00	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363816	2/5/2025	53229	SKAGIT PUBLISHING LLC	PUBLISH AA-603864	\$ 215.18	plan
363817	2/5/2025	53230	SKAGIT PUBLISHING LLC	PUBLISH AA-604736	\$ 174.58	plan
363647	2/5/2025	B397995	RYAN HERCO PRODUCTS CORP	MAINTENANCE SUPPLIES	\$ 626.08	dwwtp
363352	2/5/2025	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; JANUARY 2025	\$ 381.00	apd
363718	2/5/2025	ReimbGuthrie	GUTHRIE, SKY	SUPPLIES FOR FACILITIES	\$ 15.55	pwfac
363568	2/6/2025	00215-COVERAGE RJ	CAMPBELL LAW FIRM	PUB DEF COVERAGE	\$ 1,150.00	pubdef
363556	2/6/2025	00994-STUART JAN	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 160.00	pubdef
363555	2/6/2025	00995-VAGEN - JAN	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 640.00	pubdef
363561	2/6/2025	00996-NELSON	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 110.00	pubdef
363560	2/6/2025	00997-NORTHROP	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 170.00	pubdef
363566	2/6/2025	00998-COOPER	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 70.00	pubdef
363567	2/6/2025	01002-CHRISTIAN JAN	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 220.00	pubdef
363565	2/6/2025	01004-DEUTSCH	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 80.00	pubdef
363558	2/6/2025	01005-REYES MENDOZA	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 290.00	pubdef
363557	2/6/2025	01006-ROARTE HERNAND	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 180.00	pubdef
363563	2/6/2025	01007-HERNANDEZ JAN	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 250.00	pubdef
363564	2/6/2025	01009-HAZELBAKER JAN	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 40.00	pubdef
363559	2/6/2025	01010-REIMERS JAN	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 240.00	pubdef
363562	2/6/2025	01019-MONTOUR JAN	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 250.00	pubdef
363488	2/6/2025	051-4540-01	BOROUGH, MARLYS	UB Refund Cst #061823	\$ 143.30	finance
363498	2/6/2025	1150	BE ENTERPRISES LLC	PUBLIC RESTROOM MAINTENANCE.LTAC 2025	\$ 1,755.60	plan
363487	2/6/2025	145-3000-02	CURLETTO, ALLISON	UB Refund Cst #055298	\$ 133.10	finance
363490	2/6/2025	15531537	PAPE MACHINERY INC.	PART FOR EQUIP #7002	\$ 419.46	dshop
363486	2/6/2025	210-0700-01	BARTO, JANICE	UB Refund Cst #053290	\$ 104.26	finance
363721	2/6/2025	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 1/6/25-2/5/25	\$ 16.98	parks1
363653	2/6/2025	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION: 1/7-2/5/25	\$ 55.52	dshop
363651	2/6/2025	220021901958	PUGET SOUND ENERGY INC	1958 PW TSUNAMI WARNING 1-7 TO 2-5-25	\$ 10.89	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363719	2/6/2025	25-03226	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR NORTH	\$ 154.00	dwtpt
363729	2/6/2025	25-03291	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED	\$ 22.00	dwtpt
363554	2/6/2025	373601	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 350.81	pwfac
363489	2/6/2025	400-6270-02	HORN, MICHAEL & VALERIE	UB Refund Cst #062892	\$ 294.37	finance
363553	2/6/2025	5173-B	RICK'S REFRIGERATION, INC.	SUPPLIES FOR FACILITIES	\$ 4,460.80	pwfac
363492	2/6/2025	542253	MOMENTUM TELECOM INC	SIP TRUNKS 2/1-2/28/25	\$ 1,077.08	finance
363578	2/6/2025	615490	USA BLUE BOOK	BUFFER, SWIFTEST DISPENSERS	\$ 1,585.94	dwtpt
363483	2/6/2025	February 2025	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - FEBRUARY 2025	\$ 7,041.66	plan
363731	2/6/2025	MFA0085	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtpt
363705	2/7/2025	1200695756	HDR ENGINEERING, INC	WASTEWATER TREATMENT PLANT OUTFALL - CONSTRUCTION MANAGEMENT - 12/1/24 - 1/25/25	\$ 235,037.68	pw1
363575	2/7/2025	1200695849	HDR ENGINEERING, INC	CITY ENGINEER ON CALL - WATER AND WASTEWATER - 9/29/24-1/25/25	\$ 1,195.41	pw1
363707	2/7/2025	1200695881	HDR ENGINEERING, INC	COMBINED SEWER OVERFLOW PUMP STATION DESIGN - 12/29/24 - 1/25/25	\$ 2,847.32	pw1
363639	2/7/2025	1449	FIDALGO CLEANING	APD CLEANING & SUPPLIES 1/27-2/9/25	\$ 905.00	apd
363754	2/7/2025	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 1/8-2/6/2025	\$ 3,736.55	publib
363652	2/7/2025	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE: 1/8-2/6/25	\$ 29.69	dshop
363650	2/7/2025	220022355618	PUGET SOUND ENERGY INC	5618 TSUNAMI SIREN 1-8 TO 2-6-24	\$ 10.89	dwwtp
363648	2/7/2025	220035067093	PUGET SOUND ENERGY INC	STA 3 BUILDING OUTSIDE LIGHTS: 1/7 - 2/6	\$ 88.52	medic
363552	2/7/2025	8981	SKAGIT COUNTY PUBLIC HEALTH	4TH QTR CITY SHARE OF LIQUOR TAX	\$ 6,317.86	finance
363756	2/7/2025	B19355985	SHI INTERNATIONAL CORP.	DUOSEURITY MULTI-FACTOR AUTHENTICATION LICENSE RENEWAL	\$ 19,496.96	infosys
363813	2/8/2025	60153	DALCO INC	SERVICE FOR EQUIP #9009	\$ 534.55	dshop
363781	2/10/2025	0333036-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP	\$ 451.70	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363743	2/10/2025	1	MATRIX CONSULTING GROUP, LTD	DEVELOPMENT REVIEW PROCESS EVALUATION - JANUARY 2025	\$ 8,180.00	plan
363655	2/10/2025	10025-1	ANACORTES TOWING, LLC	TOWING; APD CASE 25-A00167	\$ 195.84	apd
363790	2/10/2025	1554125	LIFE ASSIST, INC	TEST STRIPS, EXAM GLOVES	\$ 483.07	medic
363645	2/10/2025	1757684	WALTON BEVERAGE COMPANY, INC	COFFEE BEANS	\$ 204.00	medic
363641	2/10/2025	220013286491	PUGET SOUND ENERGY INC	APD 1/7/25-2/5/25	\$ 2,582.00	apd
363795	2/10/2025	300000290019	PUGET SOUND ENERGY INC	ALLL STATIONS: 1/6-2/5/25	\$ 1,511.24	medic
363777	2/10/2025	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 1/7-2/5/25	\$ 5,295.18	dwtpt
363796	2/10/2025	300000290035	PUGET SOUND ENERGY INC	MUESEUM LIGHTS: 1/7-2/5/25	\$ 543.19	museum
363787	2/10/2025	300000300008	PUGET SOUND ENERGY INC	ENERGY BILL FOR PUMP STATIONS AND PLANT	\$ 28,725.25	dwwtpt
363779	2/10/2025	300000305007	PUGET SOUND ENERGY INC	SKYLINE STREET LIGHTS: 1/3-1/31/25	\$ 203.86	dshop
363649	2/10/2025	7408848977	CARDINAL HEALTH 110, INC.	PHARMA: FENTANYL, MORPHINE	\$ 53.59	medic
363812	2/10/2025	821418	BLADE CHEVROLET, INC	PART FOR VEHICLE #3010	\$ 96.35	dshop
363780	2/11/2025	0668863-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP	\$ 54.48	dshop
363727	2/11/2025	10675	WASHINGTON RECREATION	PARKS STAFF ANNUAL MEMBERSHIP	\$ 172.00	parks1
363713	2/11/2025	10676	WASHINGTON RECREATION	PROFESSIONAL ASSOC MEMBERSHIP FOR REC	\$ 172.00	pkrec
363738	2/11/2025	15-250211359	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-9-911 SPARE	\$ 1,216.66	pw1
363792	2/11/2025	1554679	LIFE ASSIST, INC	STATPACKS, INTUBATION ORGANIZER	\$ 223.14	medic
363746	2/11/2025	220013297076	PUGET SOUND ENERGY INC	6821 STATE ROUTE 20 1/8-2/6/25	\$ 10.64	finance
363782	2/11/2025	373601A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 679.35	pwfac
363783	2/11/2025	373707	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 755.06	pwfac
363827	2/11/2025	4650	WESTWARD DESIGN LLC	POLICE BANNERS - CAREER FAIR	\$ 81.60	hr
363809	2/11/2025	877374	KARMART	PARTS FOR VEHICLE #204	\$ 6,270.15	dshop
363737	2/11/2025	INV2958802	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 1/8-2/7/25	\$ 440.99	finance
363791	2/11/2025	INV39565	SEAWESTERN, INC.	FIRE BOOTS FOR NEW HIRES	\$ 1,016.84	medic
363728	2/11/2025	RefundKnutson	KNUTSON, RUBY	WA PARK CAMPING REFUND	\$ 85.00	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363763	2/12/2025	1760767	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 464.00	finance
363773	2/12/2025	4900/0100181863/2025	DEPARTMENT OF NATURAL	INTEREST ON LATE PAYMENT	\$ 167.68	plan
363797	2/12/2025	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 1/15 - 2/11	\$ 377.84	medic
363765	2/12/2025	INV2959787	COPIERS NORTHWEST, INC	CANON/IRC5870I/3RD FLOOR 1/11-2/10/25	\$ 221.86	finance
363774	2/12/2025	L66288	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 23-23	\$ 4,809.40	finance
363830	2/12/2025	RECURRING	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 800.86	hr
363799	2/13/2025	0002301496	CENTRAL WELDING SUPPLY CO, INC	OXYGEN FOR AMBULANCES	\$ 135.03	medic
363776	2/13/2025	112	SKAGIT COUNTY	INIDGENT SCREENING FOR PUBLIC DEFENDER CASES	\$ 1,176.00	court
363794	2/13/2025	1555699	LIFE ASSIST, INC	ZOLL ELECTRODES, SENSOR ELECTRODES.	\$ 2,113.88	medic
363840	2/13/2025	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 1/6-2/5/25	\$ 6,213.37	parks1
363800	2/13/2025	373860	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 470.48	pwfac
363786	2/14/2025	23-205-ERR-0011	CUMMINS, INC.	RETAINAGE RELEASE - 2023 CONTRACT TERM	\$ 557.95	pw1
363788	2/14/2025	250154	T-SHIRTS BY DESIGN	EMBROIDERY FOR UNIFORMS	\$ 34.82	dwwtp
363789	2/14/2025	250155	T-SHIRTS BY DESIGN	EMBROIDERY SAFETY UNIFORMS	\$ 28.29	dwwtp
363808	2/14/2025	877491	KARMART	PARTS FOR VEHICLE #204	\$ 2,611.94	dshop
363834	2/18/2025	1583512	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - WTP SERVICE TICKET	\$ 2,155.70	finance
363814	2/18/2025	1762142	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 265.50	dshop
363798	2/18/2025	1762152	WALTON BEVERAGE COMPANY, INC	COFFEE BEANS	\$ 136.00	medic
363825	2/18/2025	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 1/1-1/31/25	\$ 52.00	finance
363807	2/18/2025	9340853075	GRAYBAR ELECTRIC COMPANY, INC	GRAYBAR- FIBER DROP	\$ 192.30	fiber
363837	2/18/2025	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; DECEMBER 2024	\$ 387.00	apd
363822	2/18/2025	INV2961350	COPIERS NORTHWEST, INC	APD COPIES 1/14-2/13/25	\$ 112.76	finance
363819	2/18/2025	INV2961821	COPIERS NORTHWEST, INC	CANON COPIERS CITY WIDE 1/15-2/14/25	\$ 241.20	finance
363821	2/18/2025	INV2961822	COPIERS NORTHWEST, INC	COURT & ASC COPIES 1/16-2/15/25	\$ 985.45	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363804	2/18/2025	INV39824	SEAWESTERN, INC.	HANGING NAME PLATES FOR NEW HIRES	\$ 181.41	medic
363845	2/19/2025	101521	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - 6996 SAN JUAN HILL LN. FIDALGO BAY TO ANA .037 ACRES	\$ 173.00	finance
363847	2/19/2025	101522	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - 11962 CANYON RIDGE DR .1090 ACRES	\$ 20.00	finance
363861	2/19/2025	109909	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - 8601 SOUTHRIDGE PLACE N FIDALGO WATER SERVICE	\$ 20.00	finance
363860	2/19/2025	112675	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - (0.0800 AC) N PUMP STATION	\$ 426.00	finance
363848	2/19/2025	113958	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - 7004 SUNRISE ESTATES DRIVE WATER RESERVOIR	\$ 432.00	finance
363846	2/19/2025	118208	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - DIKE 12 & DR 19 3.55 ACRES	\$ 57.26	finance
363844	2/19/2025	120563	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - 0.17 ACRES (DR19 DK12)	\$ 22.81	finance
363842	2/19/2025	120573	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - 4.08 ACREAGE ACCT (DR19)	\$ 17.94	finance
363833	2/19/2025	19044	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - 37.69 ACRES CONSERVATION EASEMENT	\$ 637.00	finance
363859	2/19/2025	19056	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - 40,000 ACRES SE1/4 NE1/4	\$ 43.50	finance
363857	2/19/2025	19298	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - CAMPBELL LAKE RD	\$ 43.50	finance
363855	2/19/2025	19617	SKAGIT COUNTY TREASURER	2025 PROPERTY TAX - (0.0720 AC) BAT E1/4 C, SECTION 24, TOWNSHIP 34	\$ 432.00	finance
363853	2/19/2025	20029	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - 20 ACRES S1/2 SE1/4 NE1/4	\$ 20.00	finance
363849	2/19/2025	20134	SKAGIT COUNTY TREASURER	2025 PROPERTY TAX - (0.2500 AC) BAT SE C LT 22 BLK 3 SOUNDVIEW TO SIMILK	\$ 426.00	finance
363850	2/19/2025	21664	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - 0.3 ACRES (DK12)	\$ 23.80	finance
363832	2/19/2025	21669	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - WTP 9.93 ACRES 14489	\$ 73,636.62	finance
363831	2/19/2025	21670	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - 14549 RIVERBEND RD	\$ 39.95	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363858	2/19/2025	21746	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - 14453 RIVERBEND RD 13.6 DK 17 WTP	\$ 810.28	finance
363829	2/19/2025	21797	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - RIVERBEND RD .200 DK 17	\$ 22.56	finance
363856	2/19/2025	32547	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - 9.3200 AC HAVEKOST RD	\$ 20.00	finance
363843	2/19/2025	333387	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - (2.1100 AC) TR 230X400 IN SE1/4 SE1/4 NW1/4-2.11AC	\$ 20.00	finance
363852	45707	60751	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - LAKE CA	\$ 20.00	finance
363841	2/19/2025	60752	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - LAKE CAMPBELL TO ANA BLK 13 ALL	\$ 20.00	finance
363851	2/19/2025	60763	SKAGIT COUNTY TREASURER	2025 PROPERTY TAXES - LAKE CAMPBELL TO ANA BLKS 32 33 34 35	\$ 20.00	finance
363854	2/19/2025	60777	SKAGIT COUNTY TREASURER	2025 PROPERTY TAX - 2018 LAKE CAMPBELL TO ANA ALL BLKS 54 &	\$ 20.00	finance
363839	2/19/2025	INV2962448	COPIERS NORTHWEST, INC	S/N 2YJ30356 LIBRARY FL1 TECH SERVICES COPIER 1/18-2/17/25	\$ 183.62	finance
	Total				\$ 2,565,619.82	



City Council Agenda Bill

Meeting Date: February 24, 2025 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: WWTP Annual Incinerator Emissions Testing #25-042-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 \$61,155.00 to Elemental Air to perform the WWTP Annual Incinerator Emissions Testing for 2025.

Background:

1. **History:** Federal Regulations were promulgated in 2016 requiring annual emissions testing for all sewage sludge incinerators to verify compliance with new emissions limits and to establish operating limits.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$61,155.00. Our regulations have stipulations that testing is to occur more frequently based on the previous test results.
 - The period of performance is from inception through December 1, 2025.
3. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	Elemental Air
Contract Amount	\$61,155.00
BARS #	440.750.535.89.41
Budget Amendment Required?	No

Start Date	Inception
End Date	12/1/25

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-042-SEW-001 with Elemental Air in the amount of \$61,155.00 to perform the WWTP Annual Incinerator Emissions Testing.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-042-SEW-001



AGREEMENT #25-042-SEW-001

Between THE CITY OF ANACORTES AND ELEMENTAL AIR

WWTP Annual Incinerator Emissions Testing

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Elemental Air, 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 Contractor will provide the annual incinerator emissions testing for the City of Anacortes Wastewater Treatment Plant (WWTP), 500 T Ave, Anacortes, WA 98221. Contractor will conduct Environmental Protection Agency (EPA) and Northwest Clean Air Agency (NWCAA) approved testing methodologies as detailed in Exhibit A Scope of Work, which is hereby incorporated by reference and made a part hereof. Work shall be scheduled in advance with the Project Manager, Corrin Hamburg, or designee.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Sixty-One Thousand One Hundred Fifty-Five Dollars (\$61,155.00)** The estimated cost per service is detailed in Exhibit A.

3. **Period of Performance.** The period of performance under this Agreement is from inception through December 1, 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: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Project Manager Name, **Agreement Number**, and amount requested per invoice. 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. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

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

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

12. **General and Professional Liability Insurance.**

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

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

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

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

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

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

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

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

G. Verification of Coverage: The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractor coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

Verification of coverage shall include:

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

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

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

J. City Full Availability of Consultant Limits: If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the

Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

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

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

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

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

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

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

20. **Right to Terminate Agreement.**

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

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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

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

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

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

25. **Disputes**

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

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

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

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

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

27. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, executive proclamations, all applicable Washington Dept. of Labor & Industries (L&I) and Occupational Safety & Health Administration (OSHA) safety standards, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

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

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

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

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

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

CONSULTANT:

Elemental Air
Brian Durkop
11116 117th PI NE
Kirkland, WA 98033
bdurkop@e2air.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

ELEMENTAL AIR

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 25-042-SEW-001
EXHIBIT A

January 16, 2025

City of Anacortes
Wastewater Treatment Plant
500 T Avenue
Anacortes, WA 98221



Proposal #E25016 Revision 2

Regarding:

***Compliance Emissions Performance Test, Visible Emissions, RATA & Fugitive Ash Emissions Test Quote
Mercury Module Addition***

Elemental Air is pleased to submit the following proposal to provide air emission testing services located at the City of Anacortes Wastewater Treatment Plant in Anacortes, WA. Elemental Air will conduct Environmental Protection Agency (EPA) and Northwest Clean Air Agency (NWCAA) approved testing methodologies. This proposal defines the tasks to be performed, procedures to be utilized, and relevant capabilities and experience for this project.

1.0 Summary of Key Features

The proposed schedule for this project incorporates setup and all testing required on the fluidized bed incinerator. No deviations from required EPA methods are required.

Elemental Air will set up and conduct the required 40 CFR 62 Subpart LLL annual compliance, visible emission, and fugitive emission testing over several days. The RATA will also be performed concurrently on the day of 40 CFR Subpart O particulate matter testing.

Inlet and outlet EPA Method 30B Mercury efficiency determination will be conducted on the mercury modules either on a quarterly basis and/or during the annual compliance testing.

We will work constantly with City personnel to ensure a smooth testing operation as well as to determine approved fugitive emission testing periods for the ash removal system.

2.0 Proposal Response

Testing Methodology

The methods are incorporated by reference in the Code of Federal Regulations, Title 40, Part 60 testing methodologies. The test methods to be utilized during this project are defined as follows:

Fluidized Bed Incinerator

Method #	Method Description	Abbreviation
1	Determination of Sample Points	Points
2	Determination of Velocity and Volumetric Flow	Flow
3A	Determination of Oxygen and Carbon Dioxide	CO ₂
4	Determination of Moisture Content	H ₂ O
5*	Determination of Total Particulate Matter	TSP
6C	Determination of Sulfur Dioxide	SO ₂
7E	Determination of Nitrogen Oxides	NO _x
9	Determination of Visible Emissions	VE
10	Determination of Carbon Monoxide	CO

22	Determination of Fugitive Emissions	FE
23	Determination of Dioxin/Furans	Dioxin
26A*	Determination of Hydrogen Chloride	HCl
29	Determination of Metals Emissions	Metals

*Method 26A HCl testing and Method 5 PM testing will be combined.

Mercury Module

Method #	Method Description	Abbreviation
30B	Determination of Mercury	Mercury

Scope of Work

The goal of this project is to conduct 40 CFR 62 Subpart LLL and 40 CFR Subpart O compliance testing, visible and fugitive emissions, and a RATA on the fluidized bed incinerator. In addition, Mercury will be determined at the inlet and outlet to the mercury modules.

Elemental Air will provide all the necessary equipment and personnel to conduct the proposed testing. The following items are included in the proposed costs.

- Field data reduction and preparation of compliance and RATA test reports.
- All necessary equipment, chemicals, gases, etc to complete this project.
- Safety equipment (hard hats, safety glasses, steel toed boots).
- Initial test plan, notification, and submittal
- Electronic copy of each test report.
- Two bound, printed copies of each test report.

Elemental Air requests the following be provided by the City of Anacortes during each mobilization to complete this project.

- Safe access to the sample location (harnesses and lifeline provided by Elemental Air).
- Operation records during each test run.
- 1 – 220V power at the sample location for the test trailer
- 2-120V power outlets at the sample location.
- Coordination between test crew and operations to achieve the correct test parameters.

3.0 Compliance, RATA, and Mercury Module Costs

Bid Basis and Assumptions

- Each bid provided is based on a proposed test schedule outlined in the following section. There may be on-site facility caused factors that require longer test schedules, changes to the test schedule, or delays and additional mobilizations which may incur additional charges upon approval of the client.
- The proposed 3.1 Compliance Testing, Mercury Module, and RATA cost includes all compliance, visible emissions, fugitive emission and RATA testing, lab analyses, labor, and reports.
- Audit samples are not required at the time of this proposal and will not be conducted.

Compliance Testing, Hg Mod, and RATA (Not Including Dioxin/Furans)	\$35,596.00
Add Dioxin/Furans with Compliance	\$8,848.00
Add Mercury Module with Compliance	\$6,841.00
 Additional 4th Run Worst Case Scenario Cost (Based On T&M App A)	 \$9,870.00
Additional Day Labor	\$3,850.00
Additional Day Equipment Fee	\$1,500.00
Additional Day Living Expenses	\$840.00
Additional Day Misc Expenses	\$350.00
Additional Day Mileage	\$100.00
Add Dioxin Run	\$1,450.00
Add Metals Run	\$580.00
Add Mercury Run	\$600.00
Add PM Run	\$350.00
Add RATA Run	\$250.00

40 CFR 62 Subpart LLL & 40 CFR Subpart O Compliance Testing:

Test Parameters:		Reporting Parameters:
TSP		gr/kg dry sludge
		mg/dscm@7%O ₂
		gr/dscf@7%O ₂
		lbs/dry ton@7%O ₂
Dioxin		ng/dscm7%O ₂
HCl		ppm@7%O ₂
Metals		µg/dscm, mg/dscm
		mg/min, gr/24hr period
H ₂ O, O ₂ , CO ₂		%
NO _x , CO, SO ₂		ppm@7%O ₂
FE, VE		%
Length of Runs:	HCl	90 minutes
	TSP	60, 90 minutes
	Metals	120 minutes
	Dioxin	180 minutes
	NO _x , CO, SO ₂	90 minutes
	O ₂ , CO ₂	90 minutes
	FE	60 minutes
	VE	60 minutes
Number of Runs:	HCl	3
	TSP	6
	Metals	6
	Dioxin	3
	NO _x , CO, SO ₂	3
	O ₂ , CO ₂	3
	FE, VE	3

Mercury Module Testing:

Test Parameters:		Reporting Parameters:
Mercury		ug/dscm
SO ₂		ppm
Length of Runs:	Mercury	30-60 minutes

Number of Runs:	Mercury Inlet	2
	Mercury Outlet	2

Note: Includes On-Site Analysis

RATA Testing:

Test Parameters:	Reporting Parameters:
O ₂	%
CO	ppm

Length of Runs:	CO	21 minutes
	O ₂	21 minutes

Number of Runs:	CO	9-12
	O ₂	9-12

Compliance Combined Schedule:

Number of Mobilizations:	1	
Number of Personnel:	3	
Number of Test Days:	4-5	
Proposal Schedule:	Day 1	Setup & Mercury Module Testing
	Day 2	40 CFR 62 Subpart LLL Compliance Testing
	Day 3	40 CFR 62 Subpart LLL Compliance Testing
	Day 4	40 CFR Subpart O Compliance Testing
	Day 5	Contingency Day
		RATA Testing

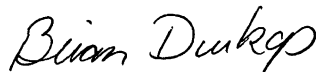
Mercury Module Schedule:

Number of Mobilizations:	Completed during Annual Compliance Testing	
Number of Test Days:	1	
Proposal Schedule:	Day 1	Setup & Mercury Module Testing

4.0 General

We appreciate the opportunity to present the City of Anacortes Wastewater Treatment Plant with this bid. If you have any questions, please feel free to call me at (425) 803-3275 or (425) 802-0794 Cell. Elemental Air thanks you for your consideration and we look forward to working with you.

Sincerely,



Brian Durkop, QSTI
CEO

Appendix A - Itemized Cost List

Fixed Quote Delay/Additional Testing Charges

In the event of plant related delays or additions to the scope of work the following rates will be used if a contract modification is first fully executed as detailed in Article 21 of the Contract:

Hourly Delays or Additions

Number of Personnel at the site x \$95/Hour

Daily Delays or Additions

Number of Personnel at the site x \$95 x Eight (8) Hours

+

Number of Personnel at the site x \$280 (Living Expenses)

+

\$1,500 Equipment Fees

Additional Test Days

Additional test days will be calculated the same as a delay or addition day plus the cost of analysis and supplies.

Time and Materials Rates/Additional Testing Charges

Parameter and Rate	
Principle	\$125/hr
Project Manager	\$95/hr
Testing Supervisor	\$85/hr
Engineering	\$85/hr
Technician III	\$75/hr
Technician II	\$70/hr
Technician I	\$65/hr
Information Systems	\$80/hr
Administration	\$85/hr
Printed Copy of Report	\$200/report
Per Diem – Lodging	Current GSA Rates
Per Diem – Meals and Incidentals	Current GSA Rates
Supplies or Equipment Supplied by Elemental Air	Cost
Mileage	Current GSA Rates

Terms and Conditions:

A minimum of eight (8) hours will be billed for any on-site work required during the project. All fixed cost (Labor, Living Expenses) for delays incurred due to severe weather will be shared by the buyer and Elemental Air equally as long as a contract modification is fully executed as detailed in Article 21 of the Contract. Delays solely the cause of Elemental Air shall not incur additional costs to the buyer. Operational delays caused by the plant will be billed at the above delay rates as long as a contract modification is fully executed as detailed in Article 21 of the Contract. Hourly rates are based on a standard eight (8) hour workday between 8:00 AM to 5:00 PM, Monday through Friday, local time. All hours in excess or outside of the eight (8) hour period and those worked on Saturday, including travel, are charged at 1.5 times the above-listed rates. Holiday rates shall be two (2) times the above listed rates.

Report Delivery Schedule:

Turnaround time for the test report drafts is 21-28 days upon completion of the testing portion of the project. If an expedited report is requested, all necessary expedited charges to include lab rush fee will be agreed upon in the project cost. Process data for inclusion in the report is required within 16 days of the testing portion of the project. Failure to provide the required process data may delay the report beyond 21-28 days and void any obligation to meet state required deadlines. All efforts will be made to meet all applicable deadlines in any event and may require additional fees if incomplete submissions of the report are made to meet the required deadlines. ERT Reporting will be submitted on behalf of the City of Anacortes with approval, within 60 days.

Appendix B - Test Method Procedures

1.0 Determination of Sample Point Locations

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 1

Stack Dimensions

Number of Ports:	2
Diameter:	12 inches
Port Depth:	4 inches
Distance Upstream of Ports:	42 inches
Distance Downstream of Ports:	100 inches
Total Number of Points:	8
Number of Points per Port:	4

Point Dimensions (includes port nipple)

Point 1	4.80	inches
Point 2	7.00	inches
Point 3	13.00	inches
Point 4	15.20	inches

2.0 Determination of Velocity and Volumetric Flow

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 2

Measurement System

A combination Stausscheibe (Type S) pitot tube and type K thermocouple will be used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Measurement Procedure

Subsequent to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points will be presented in Section 1.0 and the reduced field data sheets. A traverse of the stack is performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure.

Calculations

Method 2 - Stack Absolute Pressure

$$P_s = P_{\text{Barometric}} + \left(\frac{P_{sg}}{136} \right)$$

P_s = Stack absolute pressure, inHg

P_{bar} = Barometric pressure, inHg

P_{sg} = Stack static pressure, IWG

Method 2 - Stack Velocity

$$v_s = K_p C_p (\sqrt{\Delta P})_{avg} \sqrt{\frac{T_{s(avg)}}{P_s M_s}}$$

v_s = Stack velocity, ft/sec

ΔP = Average velocity head, in H_2O

C_p = Pitot tube coefficient, dimensionless

T_s = Stack absolute temperature, °R

P_s = Stack absolute pressure, inHg

M_s = Molecular weight of stack gas, wet basis, lb/lb-mole

K_p = Pitot tube constant, 85.49

Method 2 - Stack Volumetric Flow Rate (actual)

$$Q = v_s * A_s * \omega$$

Q = Wet stack gas flow rate at actual conditions, WACFM

v_s = Stack velocity, ft/sec

A_s = Stack area, ft²

Method 2 - Stack Volumetric Flow Rate (wet - Std)

$$Q_{ws} = Q * \frac{T_{std}}{T_s} * \frac{P_s}{P_{std}}$$

Q_{ws} = Wet stack gas flow rate at standard conditions, WSCFM

T_{std} = Standard absolute temperature, 528 °R

T_s = Stack absolute temperature, °R

P_s = Stack absolute pressure, inHg

P_{std} = Standard absolute pressure, 29.92 inHg

Method 2 - Stack Volumetric Flow Rate (dry - Std)

$$Q_{sd} = Q * (1 - B_{ws}) * \frac{T_{std}}{T_s} * \frac{P_s}{P_{std}}$$

Q_{sd} = Dry stack gas flow rate at standard conditions, DSCFM
 Q = Wet stack gas flow rate at actual conditions, WACFM
 B_{ws} = Flue gas moisture content, proportion by volume, dimensionless
 T_{std} = Standard absolute temperature, 528 °R
 T_s = Stack absolute temperature, °R
 P_s = Stack absolute pressure, inHg
 P_{std} = Standard absolute pressure, 29.92 inHg

3.0 Determination of Molecular Weight and Moisture Content

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 3 and 4

Sampling System

A stainless steel probe is connected to the impinger train, which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag may be used to collect an integrated Method 3 sample.

Measurement Procedure

Prior to sampling, a leak check is performed and the leak rate, time, and vacuum are recorded on the stack test data sheet. Following the leak check, the sample probe is inserted into the stack and the pump turned on. The sample time is calculated based on a minimum sample volume of 21 cubic feet and a sample rate of 0.75 cubic feet per minute. At the conclusion of sampling, a final leak check is performed and recorded on the data sheet.

Calculations

Method 3 - Flue Gas Molecular Weight (dry)

$$M_d = (.44\%CO_2 + .32\%O_2 + .28(\%N_2 + \%CO))$$

M_d = Molecular weight of flue gas (dry), lb/lb-mole

Method 3 - Flue Gas Molecular Weight (wet)

$$M_w = (.44\%CO_2 + .32\%O_2 + .28(\%N_2 + \%CO)) \left(1 - \frac{\%H_2O}{100} \right) + .18\%H_2O$$

M_w = Molecular weight of flue gas (wet), lb/lb-mole

Method 3 - Flue Gas Molecular Weight (wet)

$$M_w = M_d (1 - B_{ws}) + 180 B_{ws}$$

M_w = Molecular weight of flue gas (wet), lb/lb-mole
 M_d = Molecular weight of flue gas (dry), lb/lb-mole
 B_{ws} = Flue gas moisture content, proportion by volume, dimensionless

Method 4 - Flue Gas Moisture Content

$$B_{ws} = \left(\frac{V_{wc(std)}}{V_{m(std)} + V_{wc(std)}} \right)$$

B_{ws} = Flue gas moisture content, proportion by volume, dimensionless
 $V_{wc(std)}$ = Volume of water vapor at standard conditions, SCF
 $V_{m(std)}$ = Dry meter volume at standard conditions, DSCF

Method 4 - Volume of Water Vapor (Std)

$$V_{wc(std)} = 0.0415 V_{lc}$$

$V_{wc(std)}$ = Volume of water vapor at standard conditions, SCF
 V_{lc} = Volume of liquid collected in the impingers, mL

4.0 Determination of Particulate Matter

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 1-5

Sampling System

A curved sample nozzle is connected via a "Swage-Lok" fitting to a heated probe liner. The probe liner is attached to a heated glass filter holder containing a glass fiber filter. The exit to the filter holder is connected to the impinger train, which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag may be used to collect an integrated Method 3 sample. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet.

A combination Stausscheibe (Type S) pitot tube and type K thermocouple are used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

Prior to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points are presented in the reduced field data sheets. A preliminary traverse of the stack is performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure. If necessary, preliminary runs by Methods 3 and 4 are performed to determine duct moisture and fixed gas content. Based on this information, a sample nozzle of appropriate inside diameter is

selected, and the impinger train charged. Sample time per traverse point is estimated in order that a minimum of 60 dscf of sample will be collected.

The apparatus is assembled as completely as possible in the staging area and transported to the sample site. By sealing all openings with aluminum foil, potential contamination of the sample train is prevented. Once in the sampling area, the probe and filter heaters are brought to temperatures of $248 \pm 25^{\circ}\text{F}$, and the apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe inserted at the first traverse point.

The stack temperature, dry test meter temperature, and the velocity head across the pitot is measured and recorded on the data sheet. The isokinetic sampling rate in terms of pressure drop across the calibrated orifice is calculated and recorded on the data sheet. The pump and timer are turned on, and the sample rate adjusted to correspond to the calculated isokinetic rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

At the end of the sample time for the first point, the probe is moved to the next point, and the measurements, calculations and recording of data is repeated. Upon completion of sampling from a port, the pump is turned off and the dry test meter reading recorded. The probe is removed from the stack and placed in the next sample port. The previously described procedure is repeated for each sample port.

When the sample run is completed, the final dry test meter reading is recorded, and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is sealed from contamination and transported to the staging area for recovery.

Sample Recovery

Sample is recovered in two fractions: front half and back half. The front half fraction consists of the filter itself, as well as acetone rinses and brushings of: the nozzle, the probe liner; and the front half of the filter holder. The filter is recovered to a labeled petri dish made of glass or plastic. Acetone rinses are recovered to a labeled, clean polyethylene bottle. The liquid level in the polyethylene bottle is marked upon completion of recovery.

Prior to recovery of the back half fraction, the exterior of each impinger is cleaned and dried, and the net weight gain of each is determined to the nearest 0.1 gram. The back half fraction consists of the liquid impinger catch and rinses of the impingers and all connecting glassware. Glassware rinses are recovered to a clean, labeled polyethylene or glass bottle. The liquid level of the bottle is marked upon completion of recovery.

At the conclusion of each day of sampling, reagent and recovery solvent blanks are collected into the same types of containers as are used for sample recovery. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

Prior to analysis, back half fraction and blanks are checked for liquid loss, and the liquid volume of each sample bottle determined. The back half fraction is extracted with methylene chloride or chloroform/ether and analyzed gravimetrically. Each sample is extracted three times with 125 ml of

methylene chloride in a separatory funnel. After each extraction, the organic (solvent) fraction is decanted. The organic (solvent) and aqueous (water) fractions are placed in individual tared beakers. The organic fraction is evaporated at ambient temperature and pressure, while the aqueous fraction is evaporated at just below the boiling point. After evaporation, the beakers are desiccated for 24 hours, and weighed until consecutive weightings agree to within 0.5 mg.

Calculations

Method 5 - Area Nozzle

$$A_n = \pi r^2$$

A_n = Area of the sample nozzle, ft²

r = Radius of the nozzle, ft

V_{lc} = Volume of liquid collected in the impingers, mL

Method 5 - Volume of Sample Collected (Std)

$$V_{m(std)} = 17.64 V_m Y \left(\frac{P_{barometric} + \frac{\Delta H}{136}}{T_m} \right)$$

$V_{m(std)}$ = Dry meter volume at standard conditions, DSCF

V_m = Dry meter volume uncorrected, DCF

Y = Meter calibration coefficient

P_{bar} = Barometric pressure, inHg

ΔH = Orifice pressure differential, IWG

T_m = Meter temperature, °R

17.64 = °R/inHg

Method 5 - Percent of Isokinetic Sampling

$$I = \frac{100 T_s [K_3 V_{lc} + (V_m Y / T_m) (P_{barometric} + \Delta H / 136)]}{60 \theta_{Vs} P_s A_n}$$

I = % Isokinetics

T_s = Absolute average stack gas temperature, °R

K_3 = 0.002669 inHg-ft³/mL-°R

V_m = Volume of gas sample as measured by the dry gas meter, DCF

Y = Dry gas meter calibration factor

V_{lc} = Volume of liquid collected in the impingers, mL

θ = Sample time, minutes

P_{bar} = Barometric pressure at the sampling site, inHg

DH = Average pressure differential across the orifice meter, in H_2O
 v_s = Stack velocity, ft/sec
 P_s = Stack absolute pressure, inHg
 A_n = Cross sectional area of nozzle, ft^2
 T_m = Absolute average dry gas meter temperature, $^{\circ}R$

Method 5 - Particulate Emission Rate (grains)

$$C_s = 0.01543 \left(\frac{M_n}{V_{m(std)}} \right)$$

C_s = Grains per dry standard cubic foot
 M_n = Mass of collected particulate, mg
 $V_{m(std)}$ = Dry meter volume at standard conditions, DSCF

Method 5 - Particulate Emission Rate (lbs)

$$E = C_s * Q_{sd} * \frac{60 \text{ min/hr}}{7000 \text{ gr/lb}}$$

E = Pounds per hour, particulates
 C_s = Particulate grain loading, gr/DSCF
 Q_{sd} = Dry stack gas flow rate at standard conditions, DSCFM

5.0 Determination of Multiple Metals

REF: Code of Federal Regulations, Title 40, Part 60, Method 29

Sampling System

A curved sample nozzle is connected via a "Swage-Lok" fitting to a heated glass probe liner. The probe liner is attached to a heated glass filter holder containing a glass fiber filter. The exit to the filter holder is connected to the impinger train which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag may be used to collect an integrated Method 3 or 3A sample. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet.

A combination Stausscheibe (Type S) pitot tube and type K thermocouple are used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

Prior to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points are presented in the reduced field data sheets. A preliminary traverse of the stack is

performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure. If necessary, preliminary runs by Methods 3 and 4 are performed to determine duct moisture and fixed gas content. Based on this information, a sample nozzle of appropriate inside diameter is selected, and the impinger train charged. Sample time per traverse point is estimated in order to collect the minimum dscf of sample.

The apparatus is assembled as completely as possible in the staging area and transported to the sample site. Potential contamination of the sample train was prevented by sealing all openings. Once in the sampling area, the probe and filter heaters were brought to temperatures of $248 \pm 25^{\circ}\text{F}$, and the apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe inserted at the first traverse point.

The stack temperature, dry test meter temperature, and the velocity head across the pitot is measured and recorded on the data sheet. The isokinetic sampling rate in terms of pressure drop across the calibrated orifice is calculated and recorded on the data sheet. The pump and timer are turned on, and the sample rate adjusted to correspond to the calculated isokinetic rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

At the end of the sample time for the first point, the probe is moved to the next point, and the measurements, calculations and recording of data was repeated. Upon completion of sampling from a port, the pump is turned off and the dry test meter reading recorded. The probe is removed from the stack, and placed in the next sample port. The previously described procedure is repeated for each sample port.

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is sealed from contamination and transported to the staging area for recovery.

Sample Recovery

Sample is recovered as follows:. The filter is recovered to a petri dish labeled container number 1. The nozzle, probe, and front half of the filter holder are rinsed 3 times with 0.1N HNO₃ and added to container number 2. The back half of the filter holder and impingers 1 and 2 are recovered and rinsed with 0.1N HNO₃ into container 3. Impinger 3 is rinsed with 0.1N HNO₃ and added to container number 4. Impingers 4 and 5 are rinsed with 10% H₂SO₄ / 4%KMNO₄ followed by rinses with 0.1N HNO₃ and added to container number 5. All samples are recovered to a labeled, clean bottle. The liquid level in the bottle is marked upon completion of recovery. All samples are shipped to the laboratory for analysis in a cooler containing ice.

Prior to recovery of the impinger fractions, the exterior of each impinger is cleaned and dried, and the net weight gain of each is determined to the nearest 0.1 gram for the moisture calculation.

Method field blanks are prepared using the same reagents and using the same recovery for the test samples. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

The results of this analysis will be presented both in the calculated field data and on the field data sheets. Prior to analysis, the samples are checked for liquid loss. The procedures used to perform the analysis follow EPA Method 29 requirements. The laboratory results and quality control will be provided in Appendix D of the report.

Methods 29 - Metals Concentration

$$C_{ug/dscm} = Hg / V_{m(std)}$$

$C_{ug/dscm}$ = Concentration of metal, ug/dscm

Hg = Total metal in sample, ug

$V_{m(std)}$ = Volume of gas sample collected and corrected to standard conditions, dscm

Methods 29 - Metals Concentration

$$C_{ug/dscm@7\%O_2} = C_{ug/dscm} * (139 / (209 - O_2))$$

C = Concentration of metal, ug/dscm @ 7% O_2

$C_{ug/dscm}$ = Concentration of metal, ug/dscm

O_2 = Oxygen percent measure in duct, %

6.0 Determination of Dioxin/Furans

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 2-4, 23

Sampling System

A curved sample nozzle is connected via a "Swage-Lok" fitting to a heated probe liner. The probe liner is attached to a heated glass filter holder containing a pre-screened glass fiber filter. The exit to the filter holder is connected to the condenser followed by the XAD-2 resin trap. The XAD-2 resin trap is connecting directly to the impinger train, which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag is used to collect an integrated Method 3 sample, in addition, a portable O_2 monitor was used to measure the oxygen content at each point for the 7% O_2 correction. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet.

A combination Stausscheibe (Type S) pitot tube and type K thermocouple are used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

Prior to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points are presented in the reduced field data sheets. A preliminary traverse of the stack is performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure. If necessary, preliminary runs by Methods 3 and 4 are performed to determine duct moisture and fixed gas content. Based on this information, a sample nozzle of appropriate inside diameter is selected, and the impinger train charged. Sample time per traverse point is estimated in order to collect the minimum dscf of sample.

The apparatus is assembled as completely as possible in the staging area and transported to the sample site. Sealing all openings with hexane rinsed aluminum foil prevent potential contamination of the

sample train. Once in the sampling area, the probe and filter heaters are brought to temperatures of 248 ±25°F, and the apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe inserted at the first traverse point.

The stack temperature, dry test meter temperature, and the velocity head across the pitot is measured and recorded on the data sheet. The isokinetic sampling rate in terms of pressure drop across the calibrated orifice is calculated and recorded on the data sheet. The pump and timer are turned on, and the sample rate adjusted to correspond to the calculated isokinetic rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

At the end of the sample time for the first point, the probe is moved to the next point, and the measurements, calculations and recording of data are repeated. Upon completion of sampling from a port, the pump is turned off and the dry test meter reading recorded. The probe is removed from the stack, and placed in the next sample port. The previously described procedure is repeated for each sample port.

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is sealed from contamination and transported to the staging area for recovery.

Sample Recovery

Sample is recovered as follows: The filter is recovered to a labeled petri dish made of glass and labeled container number 1. The nozzle, probe, front half and back half of the filter holder, and the condenser are rinsed 3 times with acetone and methylene chloride and added to container number 2. The same procedure for container number 2 is followed using toluene as the rinse solvent and added to container number 3. All samples are recovered to a labeled, clean amber glass bottle. The liquid level in the bottle is marked upon completion of recovery. The XAD-2 resin trap is sealed and labeled container number 4. All samples are shipped to the laboratory for analysis in a cooler containing ice.

Prior to recovery of the impinger fraction, the exterior of each impinger is cleaned and dried, and the net weight gain of each is determined to the nearest 0.1 gram. The impinger fraction consists of the liquid impinger catch and rinses of the impingers. The impinger catch is recovered and stored for later analysis in the event that break-through is discovered from the trap. The liquid level of the bottle is marked upon completion of recovery.

A field blank is prepared using the same reagents and using the same recovery for the test samples. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

Prior to analysis, the samples are checked for liquid loss. The procedures used to perform the analysis followed EPA Method 23 requirements. The laboratory results and Quality Control are provided in Appendix D of the report.

7.0 Determination of Hydrogen Chloride

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 26A

Sampling System

A heated glass probe liner is attached to a heated glass filter holder containing a teflon mat filter. The exit to the filter holder is connected to the impinger train, which consists of a set of impingers containing 0.1 N H₂SO₄ connected in series and immersed in an ice bath. The impinger train is followed in series by a pump and dry test meter. A Tedlar bag may be used to collect an integrated Method 3 sample. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

The sample time of 60 minutes at approximately 0.75 acf per minute is selected. The apparatus is assembled as completely as possible in the staging area and transported to the sample site. Sealing all openings with aluminum foil prevents potential contamination of the sample train. Once in the sampling area, the probe and filter heaters are brought to temperatures of 248 ±25°F, and the apparatus is leak checked. Upon successful completion of the leak check the probe is inserted at the sample point. The sample probe and filter are then conditioned for 5 minutes prior to sampling by drawing flue gas through the probe and filter bypassing the impingers. Upon completion of the purge, the initial dry test meter reading is recorded.

The pump and timer are turned on and the sample rate adjusted to 0.75 acf per minute. Once the sample rate was set, the following data is recorded:

- Dry Gas Meter Volume
- Dry Gas Meter inlet temperature
- Dry Gas Meter outlet temperature
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is then recovered.

Sample Recovery

Each impinger's content and rinses are recovered into a clean sample bottle and clearly labeled and liquid levels marked. Reagents blanks are collected into the same types of sample containers as were used for the sample recovery. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

The Method 3A sample is analyzed in the field with the CEMS. The results of this analysis are presented in the calculated field data.

Prior to analysis, the samples are checked for liquid loss. The procedures used to perform the analysis followed EPA Method 26 requirements. The laboratory results and quality control are provided in Appendix D of the report.

Calculations

Methods 26 - Volume of Sample Collected (Std)

$$V_{m(std)} = 17.64 V_m Y \left(\frac{P_{barometric} + \frac{\Delta H}{136}}{T_m} \right)$$

$V_{m(std)}$ = Dry meter volume at standard conditions, DSCF
 V_m = Dry meter volume uncorrected, DCF
 Y = Meter calibration coefficient
 P_{bar} = Barometric pressure, inHg
 DH = Orifice pressure differential, IWG
 T_m = Meter temperature, °R
 17.64 = °R/inHg

Method 26 - Hydrogen Chloride Per Sample

$$C_{ug/sample} = V_s * (C_s - C_b)$$

$C_{ug/sample}$ = Concentration of Hydrogen Chloride, ug/sample
 V_s = Volume of sample, ml
 C_s = Concentration of sample, ug/ml
 C_b = Concentration of blank, ug/ml

Method 26 - Hydrogen Chloride Concentration

$$C_{ppm} = ((C_{ug/sample} * E10^{-6} * 0.0022 / 36.46 * 109.1048) / V_m) * E10^5$$

C_{ppm} = Hydrogen Chloride Concentration, ppm
 $C_{ug/sample}$ = Total Hydrogen Chloride per sample, ug/sample
 V_m = Dry meter volume, dscm

8.0 Determination of Gaseous Emissions

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 3A, 6C, 7E, 10

Sampling System

A sintered metal filter is connected via a "Swage-Lok" fitting to a heated stainless steel probe. The probe is attached to a heated Teflon sample line maintained at 250 °F followed by a sample conditioning system to remove moisture. The dry conditioned sample is transported under pressure via a Teflon sample line to the sample manifold by a Teflon lined diaphragm pump. The sample manifold maintains the proper sample pressure to each analyzer

Calibration Procedure

Once the analyzer has a sufficient warm up period and after all adjustments to the analyzer are complete, a local calibration error check is completed. The local calibration error check consists of introducing calibration gas directly into the analyzer. These calibrations are performed using three calibration gases: a zero gas (nitrogen); a mid range gas (40% to 60% of the analyzer range); and a high range gas (100% of the analyzer range). All upscale calibration gases are NIST Traceable to 1% (Protocol 1). The analyzer response

must be within 2% of the analyzer range or the calibration procedure is repeated. This procedure is completed at the beginning and at the end of the sampling day or when adjustments to the analyzers are necessary.

Following the local calibration error procedures, the system bias check is completed. The system bias consists of introducing an upscale and zero gas into the sample probe tip allowing the entire system to be evaluated. The upscale gas is selected based on the value that is closest to the expected concentration. The system bias check must be within 5% of the analyzer range or the entire calibration procedure is repeated and the test run thrown out. The system calibration procedure is completed before and after each test period.

The pre and post system bias is used to calculate the analyzer drift over the test period. If the difference exceeded 3% of the analyzer range the calibration procedure is repeated.

Sampling Procedure

Prior to sampling, a leak check of the sample system is conducted by plugging the probe opening. An acceptable leak check is achieved when the sample flow reaches zero. Sampling begins by adjusting the system pressure to 5 psi and the individual analyzer flow rates to 2 SCFH. The test results are continuously recorded on a strip chart and an ASCII text file for data manipulation.

Calculations

$$C_{gas} = (C - C_o) \frac{C_{ma}}{C_m - C_o}$$

- C_{gas} = Effluent gas concentration, dry basis, ppm
 C = Average gas concentration indicated by gas analyzer, dry basis, ppm
 C_o = Average initial and final system cal. bias check response for the zero gas, ppm
 C_{ma} = Actual concentration of upscale calibration gas, ppm
 C_m = Average initial & final system cal bias check responses for upscale cal gas, ppm

$$C_b = \frac{(C_s - C_l)}{S} * 100$$

- C_b = System calibration bias check, % of span
 C_s = System analyzer calibration response, ppm
 C_l = Local analyzer calibration response, ppm
 S = Analyzer span range

$$C_e = \frac{(C_l - C_a)}{S} * 100$$

- C_e = Analyzer calibration error check, % of span
 C_l = Local analyzer calibration response, ppm
 C_a = Actual concentration of calibration gas cylinder, ppm

$$D = \frac{(C_{sf} - C_{si})}{S} * 100$$

D = Analyzer drift, % of span
C_{sf} = Final system analyzer calibration response, ppm
C_{si} = Initial system analyzer calibration response, ppm
S = Analyzer span range

$$E = \frac{C_{gas} Q_{sd} 60MW}{10^6 V_i}$$

E = Pounds per hour of gaseous pollutant, lb/hr
C_{gas} = Effluent gas concentration, dry basis, ppm
Q_{sd} = Dry stack gas flow rate at standard conditions, DSCFM
MW = Molecular weight of pollutant, lb/lb-mole

9.0 Determination of Total Vapor Phase Mercury

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 30B

Sampling System

The carbon traps are attached directly to the probe tip followed by Teflon sample lines and sample conditioning systems to remove moisture. The dry conditioned sample is transported under vacuum through a Teflon sample line. The sampling rate is regulated and the sample volume is measured using a calibrated dry gas meter, which is integral to the fully digital sampling console. Relative accuracy determination for Hg CEMS requires paired trains, therefore two systems are operated simultaneously and controlled by the same software for synchronous measurement.

Sampling Procedure

Prior to sampling, traverse points are selected based on EPA recommendations for tests conducted before January 1, 2009. The target sample volume, rate, and run times are calculated based on estimated Hg concentrations.

At the sampling area, the carbon tubes are attached to the probe and the apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe is inserted at the first traverse point.

The stack temperature and dry test meter temperature is logged by the computer based data acquisition and control system. The sampling rate, in terms of liters per minute, is measured and maintained using the computer control interface. The pump and timer are turned on, and the sample rate is adjusted to correspond to the calculated rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Liters per Minute

Sampling time is equally distributed over the series of sampling points. At the end of the sample time for the first point, the probe is repositioned at the next point. Measurements, calculations, and data acquisition are performed by the computer control system on a continuous basis.

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The carbon tubes are sealed from contamination and transported to the onsite mobile laboratory analysis.

Analytical Procedure

The paired carbon tubes for each run are analyzed via an on-site or lab thermal desorption Hg analyzer per the requirements outlined in EPA Method 30B.

10.0 Determination of Visible & Fugitive Emissions

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 9, 22

Positioning of the observer

The opacity of the plume as viewed by the observer can be influenced due to several variables with respect the position of the observer.

- The position of the observer with respect to the sun.
- The position of the observer with respect to the observation point.
- Whether a steam plume is attached or detached.
- The position of the observer with respect to high length to width ratios on a rectangular stack.

The acceptable criteria for the position the observer is outlined in Method 9 as follows:

- 1) The observer must maintain a position with the sun located at a 140° arc to the observer's back.
- 2) The observer should maintain an angle of >18° with respect to the observation point.
- 3) The observer must read the opacity where a steam plume does not interfere. Between the stack and the steam plume if the steam plume is detached from the stack. After the steam plume if the steam plume is not attached to the stack.
- 4) The observer must read a rectangular stack at a point where the stack has the shortest cross sectional diameter.

Visible Emission Readings

A test for visible emission requires 240 consecutive reading. Each reading is recorded in 15-second intervals for 60-minutes. The percent opacity is recorded in 5 percent increments form 0 to 100 percent. The observer must record the results on a data sheet as outlined in Method 9. (ie. position of the observer, date, time, process information, location of the stack, and the 15-second opacity readings). The determination of opacity is calculated using a 6-minute block average.



City Council Agenda Bill

Meeting Date: February 24, 2025 **Agenda Item:** 6.a.

Agenda Item Title: North Star Presentation

Staff Contact(s): Matthew Miller

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Jennifer Tottenham	Presentation
Matthew Miller	

Item Summary: Monica Negrila, Director of Strategic Initiatives from the Skagit County Commissioners' Office, will deliver a presentation on [North Star](#) activities and initiatives.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. 2025 02 24 North Star Anacortes City Council

North Star Updates

Anacortes City Council Meeting | February 24, 2025
Monica Negrila, Director of Strategic Initiatives, Skagit County



Agenda

- North Star overview and current work
- North Star's 2025 workplan highlights
- Seek input on next steps



North Star Overview & Current Work

North Star Vision

No one in our communities has to live in their car or on the street.

Everyone can get the services they need when they need them.

Our key partners know what North Star is and want to be a part of it.

**Durable Governance,
Staffing and Funding**

**Effective Community-
Based System of Care**

**Stable, Safe Housing
for Everyone**

These strategic pillars anchor our Strategic Plan – keeping us accountable to deliver on our vision.

Durable Governance, Staffing and Funding

Established Leadership Team,
Advisory Group, Council
Convenings. Advisory Group has
City Council representatives

Implemented 3 Task Forces:
Housing, Recovery and Crisis
& Co-Response

Selected Vital Conditions for
framework

Hired staff dedicated to
support initiative

Effective Community- Based System of Care

Secured over \$40 million in new funding

Broke ground on the Skagit
STAR Center

Revamped the Coordinated
Entry system

Implemented Julota – shared
care coordination software

Stable, Safe Housing for Everyone

Proposed aligned Housing &
Development Call to Action

Secured funds for temporary
shelter and permanent
supportive housing

Created funding criteria for
workforce housing using
county allocated funds



North Star's 2025 Workplan Highlights

Durable Governance, Staffing and Funding

Explore additional funding resources

Enhance existing mechanisms for input and decision-making processes

Strengthen collaboration among cities and the county by exploring a formal Interlocal Agreement

Expand the North Star network by exploring recognized partnership opportunities

Effective Community-Based System of Care

Expand crisis co-response services and improve collaboration across the county

Expand data tracking and sharing among partners

Expand and strengthen recovery supports and outreach services

Open Skagit STAR Center (2025 - Q4)

Stable, Safe Housing for Everyone

Continue to make and influence regulatory changes across jurisdictions to promote faster housing production

Increase the supply and diversity of housing sizes, types, and styles with a focus on affordable housing

Develop a plan to increase shelter capacity

save the date

North Star Connect
SYMPOSIUM

June 6, 2025 | 9:00 am - 4:00 pm
Swinomish Casino & Lodge

Be part of creating a thriving Skagit County!



Learn more at: northstarskagit.org/connect

Input on Next Steps

- How do you see North Star benefiting your community? What do we need to do to get there?
- How can we strengthen collaboration between the county and City of Anacortes?

Thank You!

www.northstarskagit.org
info@northstarskagit.org



City Council Agenda Bill

Meeting Date: February 24, 2025 **Agenda Item:** 6.b.

Agenda Item Title: Contract Modification: WWTP Outfall - Permitting & Monitoring Services #20-032-SEW-014

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks Council consent to issue a contract modification to Widener and Associates in the amount of \$119,552.71, increasing the total contract price to \$566,339.51, due to the shift in installation method from blasting to micro tunneling for the outfall pipe and the geotechnical services required for tunneling.

Background:

1. Reason for Contract Change: With the shift in installation method from blasting to micro tunneling for the outfall pipe, geotechnical services required for tunneling are being secured. The previously secured geotechnical services under the HDR contract 20-032-SEW-015 for the blasting component will not incur charges.

Delve Underground will provide comprehensive services to review and oversee various aspects of the Wastewater Treatment Plant (WWTP) outfall pipe relocation project. This includes ensuring that all technical specifications, plans, and submittals prepared by the contractor for the Micro-Tunneling Boring Machine (M-TBM) operations and the excavation of the M-TBM launching shaft adhere to relevant industry standards, project specifications, and safety regulations.

2. History: A FEMA declared disaster occurred in 2019, causing damage to the existing WWTP outfall. This project is necessary to create a new outfall for the WWTP.

3. Key Terms: increase of \$119,552.71, no change to term of agreement.

4. Competitive Bidding: On January 17, 2024 the City issued a [Request for Qualifications](#) for the subject project and one response was received by the February 9, 2024 deadline. The City's evaluation committee reviewed and scored the response and

selected to award a contract to Widener and Associates.

Budget Impact:

Consultant	Widener and Associates
Original Agreement Amount	\$446,786.80
Current Agreement Amount	\$446,786.80
Change Per This Modification	\$119,552.71
Total After Modification	\$566,339.51
Earmarked Funds	\$8,705,000.00
BARS #	440.760.594.35.63
Paid on Contract as of 2/19/25	\$256,918.86
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/27

Previous Action: Contract [20-032-SEW-014](#) was approved at the [4/22/2024](#) Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with Widener and Associates under Contract 20-032-SEW-014, in the amount of \$119,552.71 increasing the total contract price to \$566,339.51.

Alternative Actions: Not approve the modification.

Attachments (listed in order presented):

1. 20-032-SEW-014 Modification 01



Date February 24, 2025
Page 1 of 1 Page

Contract Title **WASTEWATER TREATMENT PLANT OUTFALL RELOCATION – PERMITTING & MONITORING SERVICES**
Consultant **WIDENER AND ASSOCIATES**

BACKGROUND

This modification is issued in accordance with Article 21, Changes/Additional Work and provides for an addition to the Scope of Work due to the shift in installation method from blasting to micro tunneling for the outfall pipe and the geotechnical services required for tunneling. Accordingly, the contract price is increased by \$119,552.71, from \$446,786.80 to \$566,339.51, and the following changes are incorporated under this contract:

ARTICLE 1. Scope of Work. The following second paragraph is added:

“Per Modification 01, Consultant shall provide review and oversight of various aspects outfall pipe relocation project, ensuring that all technical specifications, plans, and submittals prepared by the contractor for the MTBM (Micro-Tunneling Boring Machine) operations and the M-TBM launching-shaft excavation meet the required industry standards, project specifications, and safety regulations, as detailed in Exhibit C, which is attached hereto and incorporated by reference.”

ARTICLE 2. Price and Payment Terms. The paragraph is revised to read:

“The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Five Hundred Sixty-Six Thousand Three Hundred Thirty-Nine Dollars and Fifty-One Cents (\$566,339.51)**. The billable rates for services provided shall be in accordance with Exhibits B and C, which are attached hereto and incorporated by reference.

All other terms of the contract remain unchanged.

CITY OF ANACORTES

WIDENER AND ASSOCIATES

By _____

By _____

Date _____

Date _____

Original Agreement Amount	\$446,786.80	Original Contract Completion Date	12/31/2027
Current Agreement Amount	\$446,786.80	Current Contract Completion Date	12/31/2027
Change Per this Modification	\$119,552.71	Net Change	0 Days
Total After Modification	\$566,339.51	Contract Completion Date After Change	12/31/2027

AGREEMENT 20-032-SEW-014

EXHIBIT C

Wastewater Treatment Plant Outfall

Scope of Work

Environmental Services for Construction

Supplement #1

PROJECT UNDERSTANDING

The City of Anacortes is currently undertaking the construction of a new outfall for the Wastewater Treatment Plant. This project will construct a new 42” outfall for the end of U Avenue out into the Guemes Channel.

Delve Underground will provide services for the review and oversight of various aspects of the WWTP (Wastewater Treatment Plant) outfall pipe relocation project, ensuring that all technical specifications, plans, and submittals prepared by the contractor for the M-TBM (Micro-Tunneling Boring Machine) operations and the M-TBM launching-shaft excavation meet the required industry standards, project specifications, and safety regulations. The following tasks will be provided:

TASKS:

1. Prepare a vibration assessment study specific to M-TBM operations and mechanical shaft excavation along 3rd Street and U Avenue of the pipeline alignment, where rock outcroppings are expected.
2. Provide input for the preparation of specifications and plans for M-TBM operations and recommendations for deliverables that should be included for contract modifications.
3. Review of M-TBM and shaft excavation specifications prepared by the contractor, for general conformance to standard M-TBM considerations, and provide comments.
4. Review of submittals and drawings prepared by the contractor, for general conformance standard M-TBM considerations, and provide comments.
5. Weekly construction site visits (we assumed 10 site visits during M-TBM launch shaft construction and 10 site visits during M-TBM operations).

DELIVERABLES

1. Vibration assessment report for mechanical excavation and M-TBM operations associated with the WWTP outfall relocation and comments on specification, plans and submittals provided by the contractor.

Project Name		WWTP Outfall Construction Support Services		
Client		SUPPLEMENT #1		
Location		City of Anacortes - Jeff Beltramini		
		Anacortes, WA	Date	1/30/2025
Tasks	Project Management	Senior Biologist	Project Biologist	
Noise and Vibration Support				
Evnironmental Support				
Total Hours				
Summary	Hours	Rate	Cost	
Project Management	0	\$ 214.10	\$ -	
Senior Biologist	0	\$ 173.95	\$ -	
Project Biologist	0	\$ 112.40	\$ -	
Total Labor				\$ -
Outside Services				
Delve Underground contract 1		\$ -		\$ 21,122.70
Delve Underground Contract 2				\$ 98,430.01
Original Contract Amount				\$ 446,786.80
Supplement #1				\$ 119,552.71
TOTAL CONTRACT AMOUNT				\$ 566,339.51

October 15, 2024

Mr. Ross Widener
Widener & Associates
1902 120th Pl SE Suite 202
Everett, WA 98208

Subject: Anacortes Wastewater Treatment Plant (WWTP) Outfall Relocation Project – Micro-tunneling Consultation Services

Dear Mr. Widener:

This letter is to confirm the retention of Delve Underground by Widener & Associates to provide independent professional consulting and construction support services in connection with micro-tunneling operations of the WWTP outfall relocation in the City of Anacortes, WA. These services are provided to assist you in reviewing specifications, plans and submittals prepared by others for micro-tunneling (M-TBM) operations and M-TBM launching-shaft excavation. Expected ground vibrations, produced by mechanical excavation and micro-tunneling operations, will be assessed for the rock section along 3rd Street and U Avenue following the WWTP outfall pipe alignment. In addition, support during construction for the M-TBM and shaft excavation operations will be provided as requested.

Scope of Services and Budget

Delve Underground's consulting services under this agreement will be provided at your request and direction, on a time and materials basis pursuant to a mutually agreed upon scope of work (SOW). The consulting services include the review of specifications, plans and submittals prepared by the contractor for M-TBM operations and M-TBM launching-shaft excavation and for support services during construction connected to the WWTP outfall pipe relocation. The SOW specifically includes the following.

- **Task 1: Project Management - \$10,000**
 - Project coordination, invoicing and invoice review have been assumed. In addition, 20 roll-over hours and expenses (mileage) from the previous project phase have been added.
- **Task 2: Review of Contractor-Provided Specs and Plans - \$35,000**
 - Prepare a vibration assessment study specific to M-TBM operations and mechanical shaft excavation along 3rd Street and U Avenue of the pipeline alignment, where rock outcroppings are expected.
 - Provide input for the preparation of specifications and plans for M-TBM operations and recommendations for deliverables that should be included for contract modifications.



- Review of M-TBM and shaft excavation specifications prepared by the contractor and provide comments.
- Review of submittals and drawings prepared by the contractor and provide comments.
- Four 1-hour meetings with contractor and/or owner.
- **Task 3: Construction Support - \$54,000**
 - Weekly construction site visits (we assumed 10 site visits during M-TBM launch shaft construction and 10 site visits during M-TBM operations).
 - Four 1-hour meetings with contractor and/or owner.

Deliverables will include a vibration assessment report for mechanical excavation and M-TBM operations associated with the WWTP outfall relocation and comments on specification, plans and submittals provided by the contractor. We have assumed **\$99,000** to complete the above tasks; a detailed Level of Effort (LOE) is attached. Once 80% of this amount has been exceeded, we will advise you accordingly to discuss any potential for additional funding that may be required.

Privileged and Confidential Assignment

Delve Underground and its employees will treat all aspects of this engagement as privileged and confidential. We will not disclose any information related to this engagement without your written consent except if required by law. In the event Delve Underground is requested to make any such disclosure, we will notify you to allow you to take appropriate action as needed. You will reimburse Delve Underground for any related time and costs incurred as a result of the disclosure. Should we be asked to offer testimony as an expert witness, we will comply with the relevant procedures and/or similar court standards as directed.

Indemnification

Widener & Associates agrees to indemnify, defend and hold Delve Underground, its officers, directors, employees, agents and affiliates, including their respective successors in interest, harmless from and against any and all claims, liabilities, demands and causes of action that arise from, pertain to, or are otherwise related to any service provided by Delve Underground with respect to the above referenced matter except to the extent caused by the negligence or willful misconduct of Delve Underground. The total liability of Delve Underground, its officers, directors and employees, for all claims of any kind arising out of this engagement shall be limited to the total consultant fees paid to Delve Underground as part of this agreement. Delve Underground and Client agree to waive any claim for indirect or consequential damages against each other.

Closing

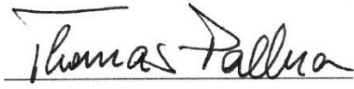
To confirm your agreement with the terms of this letter, please sign below and return a signed copy to us for our records.

We appreciate your confidence in Delve Underground and look forward to assisting you in this important matter. If you have any questions, please call.

10/14/2024

Page 3 of 3

Sincerely,

A handwritten signature in black ink that reads "Thomas Pallua". The signature is written in a cursive style and is positioned above a horizontal line.

Thomas Pallua, PG
Senior Associate

Anacortes WWTP Outfall Project - Proposal Number P5537.0

10/14/2024

TASK		Principal	Lead Associate DD	Senior Associate TP	Staff Engineer T Harlow	Project Engineer C Burke	Contract Admin	Subtotal Hours	Subtotal Cost	Subcontractor	Expenses ⁽¹⁾	Total by Task
		\$361.67	\$261.08	\$248.87	\$122.95	\$149.79	\$150.00					
Task 1. Project Management												\$9,706.60
- Coordination/Meetings/roll over hours		4	4	20				28	\$7,468.35		342.77	
- Invoicing				4			6	10	\$1,895.47			
Task 2. Specs & drawings												\$34,762.57
- Microtunneling vibration assessment study		2		24				26	\$6,696.16			
- Prepare a bullet list of recommendations for specs and plans		2	8	4				14	\$3,807.46			
- Review microtunneling & safft excavation spec prepared by others		2	16	8				26	\$6,891.59			
- Review submittals & drawings prepared by others, provide comments		4	40	8				52	\$13,880.89			
- Meetings with contractor and owner		4	4	4				12	\$3,486.47	\$0.00		
Task 3.CM Construction support												\$53,960.84
- Weekly site visits (assume 10 for shaft construction and 10 for tunneling)		12	12	24	120	120		288	\$46,174.37			
-(2) Meetings/Teams calls		4	4	4				12	\$3,486.47		\$4,300.00	
MAN HOURS		34	88	100	120	120	6	468				
LABOR COST (\$)		\$12,296.66	\$22,975.22	\$24,886.80	\$14,753.52	\$17,975.04	\$900.00					
JACOBS ASSOCIATES LABOR (\$)									\$93,787.24			
SUBCONTRACTOR COSTS (\$)										\$0.00		
JACOBS ASSOCIATES EXPENSES (\$)											\$4,642.77	
OUTSIDE EXPENSES (\$)												
PROJECT TOTAL EXPENSES		\$12,296.66	\$22,975.22	\$24,886.80	\$14,753.52	\$17,975.04	\$900.00		\$93,787.24			\$98,430.01

Estimated Project Cost	\$98,430.01
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BREAKDOWN OF EXPENSES (Delve)

		COST
Hotel	1 nights @ \$150/night	\$150
Per Diem	\$50/day	\$1,250
Mileage (200 Miles)	\$0.58/mile	\$2,900

Total \$4,300

roll-over expenses from drilling (mileage)

roll-over hours from previous phase

AUTHORIZATION FOR PROFESSIONAL SERVICES FOR PROJECTS

CLIENT: Cowling & Co. LLC DATE: 10-11-24

ADDRESS: 1902 120th PL SE STE. 202
EMAIL: JordanW@widener-Enviro.com
PHONE: 510-725-2291

The signing of this Authorization (together with the attached Standard Provisions and all attachments, the "Agreement") by Client and Delve Underground, authorizes Delve Underground to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** Client intends to engage in the following project (the "Project"):

City of Anacortes - Waste Water Treatment Plant Outfall Replacement

2. **SCOPE OF SERVICES:** DELVE UNDERGROUND will perform the following services (the "Services") related to the Project (the "Scope of Services"), as described below

Delve Underground shall provide comprehensive technical support for tunneling operations, ensuring adherence to industry best practices and safety standards. This includes conducting site assessments to evaluate geological conditions, offering guidance on tunneling methods and equipment selection, and assisting in the development of project plans and timelines.

3. **FEE FOR SERVICES:** Delve Underground's fee for performing the Scope of Services is as indicated below:

- ☐ Client will pay a retainer amount of \$500 (the "Retainer") upon execution of the Agreement. The Retainer will be used to pay the final fees due under the Agreement, at such time as all Services are completed and the final bill is due.
- ☐ A fixed fee of \$.
- ☐ A fee amount based on the **Attachment B - Fee for Services**.
- ☒ Other: T+M with a cost not to exceed \$ 21,122.70

Client and DELVE UNDERGROUND acknowledge that they are in agreement with the terms and conditions as set forth in this Agreement and that modification to this Agreement may only be made by written amendment duly executed by both Parties.

ACCEPTED FOR CLIENT:

BY

NAME

TITLE

DATE

Jordan Widener
Jordan Widener
President
10/11/2024

ACCEPTED FOR DELVE UNDERGROUND:

BY

NAME

TITLE

DATE

Andrew Mencke
Andrew Mencke
Principal Civil Engineer
Oct 10, 2024



City Council Agenda Bill

Meeting Date: February 24, 2025 **Agenda Item:** 6.c.

Agenda Item Title: Contract Award: RingCentral VoIP Software Telephone System #25-053-ITS-002

Staff Contact(s): Emily Schuh, Jose Cervantes

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

Item Summary: City staff seeks City Council consent to award a contract to RingCentral, Inc. for the VoIP Software Telephone System Service for a monthly cost of \$2,198.48 + taxes and fees. The contract piggybacks on OMNIA Partners Contract #R200902.

Background:

1. History: The City's current VoIP provider, Mitel, has announced that it will end life and support for its system on December 31, 2029, with security updates and patches ceasing after December 31, 2025. The system software and hardware are at end of life, as it is no longer being produced, and the vendor has limited support available for these phones. The system no longer meets the City's operational needs. Staff have completed a detailed review of the existing telecommunications system and equipment and evaluated alternatives and options regarding replacement of the existing system.

All major telecommunications system manufacturers have migrated their systems and products to VoIP technology. VoIP is a technology that allows you to make voice calls using a broadband internet connection instead of a regular (or analog) phone line. Analog phone lines have been phased out, as they are no longer cost efficient. A VoIP telephone system permits management of telephone calls/messages from either the telephone handset or via the desktop, laptop or mobile device of each employee, utilizing communications software.

Analysis:

Technological advancements now provide for more robust cloud-based telephone and communications systems that offer various connectivity options. Accordingly, the recommended RingCentral system will provide the city with flexibility to connect

through multiple internet connections and, most importantly, provide for portability of the City's telephone system. Because the recommended system is a cloud-based solution, the city will be able to manage its phone systems from any location with or without an actual physical building location, providing the capability to oversee and manage the system offsite when needed, and extending service connection to staff in-the-field and off-site.

RingCentral will also provide more dynamic voicemail, notification, video conferencing, analytics and reporting options that currently are not available in the current telecommunication system—features that are currently not feasible with the current telephone devices and system.

The department staff met with vendors and explored several potential solutions and determined a cloud-based, decentralized telephone system is best suited for the City's needs.

The city received proposals to either implement a new on premise Mitel solution or migrate to a fully cloud-based solution. The city considered 3 cloud-based solutions. Of the proposals received, Maverick Networks provided a comprehensive proposal for RingCentral that is cost-effective in comparison to the other proposals received.

2. Key Terms:

- Total contract is for an initial 60 month term with auto-renewal terms of 24 months.
- The monthly cost is \$2,198.48 + taxes and fees, with a current total estimate of \$4,434.43 per month. The initial term is estimated to cost \$266,065.80 (may slightly vary depending on taxes and fees).

3. Competitive Bidding: The City has a cooperative purchasing agreement with OMNIA Partners and is procuring this purchase through [Contract #R200902](#)

Budget Impact:

Vendor	RingCentral, Inc.
Contract Amount	\$266,065.80
Earmarked Funds	\$40,000 in CFP for this project
BARS #	001.220.518.80.41

Budget Amendment Required?	No
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Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-053-ITS-002 with RingCentral, Inc. for a monthly cost of \$2,198.48 + taxes and fees for the VoIP Software Telephone System.

Alternative Actions: 1. Maintain status quo and no upgrades to the telecommunications systems are made; or
2. Direct staff to release a request for proposal for telecommunications system.

Attachments (listed in order presented):

1. 25-053-ITS-002
2. Voice Over Internet Protocol (VoIP) Solution



City of Anacortes
Contracts and Grants Manager
PO Box 547
Anacortes, WA 98221

PURCHASE ORDER 25-053-ITS-002
VOIP SOFTWARE TELEPHONE SYSTEM

VENDOR: RingCentral, Inc.
20 Davis Drive
Belmont, CA 94002

Date: February 24, 2025

Contact: Jose Cervantes
Department: Administrative Services
Information Systems and Technology Manager
(360) 293-1921
cervantesj@anacorteswa.gov

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Schedule: Monthly

DESCRIPTION
RingEX Services as detailed in Exhibit A This Work is subject to: • Specifications, incorporated as Exhibit A, • City of Anacortes Special Provisions, incorporated as Exhibit B, • Omnia Partners contract R200902 and related documents, incorporated as Exhibit C. The aforementioned Exhibits A, B, and C are hereby incorporated by reference and made a part hereof. Monthly Recurring Services: \$2,198.48 + taxes and fees

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

RingCentral, Inc.

Matt Miller, Mayor

Date

Date

COA PURCHASE ORDER #25-053-ITS-002

EXHIBIT A

RingEX™ Services

Monthly Recurring Costs (MRC)

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	164	\$9.95	\$1,631.80
DigitalLine Basic	81	\$6.99	\$566.19
Additional Local Number	1	\$0.49	\$0.49
Monthly Recurring Services Total			\$2,198.48
Recurring Taxes & Fees			
Summary of Service	Qty	Rate	Subtotal
Sales Tax	1	\$331.91	\$331.91
Utility Users Tax	1	\$172.28	\$172.28
FUSF (VoIP)	1	\$298.51	\$298.51
E911 (VoIP)	1	\$232.75	\$232.75
E-988 (VoIP)	1	\$98.00	\$98.00
e911 Service Fee	245	\$1.00	\$245.00
Compliance and Administrative Cost Recovery Fee	245	\$3.50	\$857.50
Recurring Taxes & Fees Total			\$2,235.95
Total Monthly Recurring Services + Taxes and fees			\$4,434.43

- Monthly Recurring Services, Fees, and Taxes based on 60 Month Contract.
- 4 Months free at the start of the contract
- Pricing Utilizes Omnia Purchasing Contract

COA PURCHASE ORDER #25-053-ITS-002

EXHIBIT A



INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (“**RingCentral**”) and **City of Anacortes** (“**Customer**” or “**You**”) (together the “**Parties**”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “**Agreement**”). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties.

Please note that RingCentral MVP is now RingEX. All references to “RingCentral MVP”, whether in terms of service, advertising or product descriptions, mean “RingEX”.

Customer

City of Anacortes

PO Box 547
Anacortes, WA 98221
United States

Michael Caulfield
360-293-1900
michaelc@anacorteswa.gov

Service Provider

RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period**Start Date:** February 28, 2025**Initial Term:** 60 Months**Renewal Term:** 24 Months**Payment Schedule:** Monthly**RingEX Services**

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	164	\$14.45	\$2,369.80
DigitalLine Unlimited Advanced		\$9.95	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
DigitalLine Basic	81	\$11.49	\$930.69
DigitalLine Basic		\$6.99	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
Additional Local Number	1	\$0.49	\$0.49
Monthly Recurring Services*			\$3,300.98

Total Initial Amount**\$3,300.98**

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Free Services Amount

Customer will receive 14,526.92 US Dollars (the "**Free Service Amount**"), which will be applied against charges for the recurring Services set forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. The Customer will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

Customer Reference. Customer may promote their use of RingCentral services and agrees that RingCentral may identify customer as a user of the services. All press releases or quotes regarding Customer's use of service will be pre-approved by Customer, which consent will not be unreasonably withheld.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at <https://www.ringcentral.com/legal/add-on-services.html>.

Special Terms & Notes

1) **Applicable Agreement.** This Order Form is subject to the terms and conditions specified in the RingCentral Master Services Agreement (MSA) incorporated into the Region 4 Education Service Center (ESC) **Contract # R200902** for Unified Communications as a Service (UCaaS) with RingCentral Inc. Effective: October 1, 2020 at its Appendix B, found at: <https://public.omniapartners.com/suppliers/ringcentral/contract-documentation#c38627>, and administered by **OMNIA Partners** for Region 4 ESC.

2) **A separately executed MSA is NOT required between the OMNIA Partners Participant and RingCentral.** The following Attachments to the MSA are incorporated into and form a part of the MSA applicable to this Order Form:

- ☒ Exhibit A – Definitions
- ☒ Service Attachment A – RingCentral MVP (fka Office)
- ☒ Attachment C – Service Level Agreement for MVP (fka Office) Services

3) **Contract Number R200902** must appear on:

- a. RingCentral quotations to the OMNIA Partners Participant;
- b. The OMNIA Partners Participant's Purchase Order; and
- c. The RingCentral invoice.

4) Eligible Entity must issue RingCentral a purchase order for any subsequent purchases made through the RingCentral Administrative Portal.

5) **Venue and Choice of Law** is Washington.

6) **Renewal:** Eligible Entity may continue to renew its subscription with RingCentral under OMNIA Contract R200902 until it expires. Subscription terms that exceed the OMNIA Contract R200902 term shall remain valid, subject to any limiting terms. Eligible Entities that would like to renew subscription services after expiration of OMNIA Contract R200902 may, subject to mutual consent of the Parties and the terms of the OMNIA contract, continue their subscription under OMNIA in one of the following ways:

- a. If RingCentral does not receive a subsequent OMNIA contract award, Eligible Entity may continue to renew its subscription services under OMNIA Contract R200902.
- b. If RingCentral does receive a subsequent OMNIA contract award, Eligible Entity may continue to renew its subscription services under that subsequent OMNIA contract.



**PURCHASE ORDER #25-053-ITS-002
SPECIAL PROVISIONS
EXHIBIT B**

1. **OMNIA Partners Contract R200902.** The work and services under this Purchase Order (PO) shall be accomplished in accordance with OMNIA Partners Contract R200902 between Region 4 Education Service Center and RingCentral Inc. In the event of a conflict between the terms and conditions of Contract R200902 and these Special Provisions, the order of precedence shall be (a) Special Provisions identified as Exhibit B to Purchase Order #25-053-ITS-002, (b) Contract R200902.

2. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Vendor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Vendor'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.

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

The City shall notify the Vendor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Vendor 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.

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

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

6. City Data Definitions.

"City Data": data exchanged as a result of performing the work or services, such as City Account Data, City Content, Personal Data, and Personal Information.

- i. **"City Account Data":** personal data that relates to City's relationship with Vendor, including the names or contact information of individuals authorized by City to access City's account, and billing information of individuals that City has associated with its account. City Account Data also includes any personal data Vendor may need to collect for the purpose of identity verification (including providing the Multi-Factor Authentication Services).
- ii. **"City Content":** (a) all data that is owned, licensed, leased or developed by or on behalf of the City, whether provided to the Vendor by the City or provided by a third party to the Vendor in connection with the Vendor's provision of services to the City, including any such data that is loaded into, or located in, any data files, tables, objects or other storage medium developed or maintained by or on behalf of the Vendor, including related data that results from hygiene, cleaning, and database build services performed by or on behalf of the Vendor, (b) data exchanged as a result of performing the Scope of Services, such as text message bodies, voice and video media, images, email bodies, email recipients, sound, and, where applicable, information City submits to the Vendor and (c) data stored on City's behalf in performance of the work or services.

- iii. ***"Personal Data"***: any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- iv. ***"Personal Information"***: information defined by RCW 19.255.

7. **City Data.** Vendor, Vendor's subcontractors, and any Vendor service providers are prohibited from using City Data for any use other than necessary to perform the work or services, including in aggregated form. Vendor, Vendor's subcontractors, and any Vendor service providers are prohibited from selling or sharing City Data in any form, including in aggregated form, with third parties for compensation or for those third parties' own business interests. Upon any expiration or earlier termination of the Agreement, Vendor will return all City Data to City in the format approved by the City within 30 days of termination.

8. **Data Protection.** Vendor will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of City Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of City Data by Vendor personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as the City expressly permits in writing. Vendor will promptly notify the City of a Security Incident. Any compromise of City Data must be reported to the City within three business days of discovery. If the Vendor does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least:

- a. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s) and the date of discovery.
- b. A description of the types of information involved.
- c. The investigative and remedial actions the Vendor or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence.
- d. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 19.255.010, RCW 42.56.590, or any other applicable breach notification law or rule.
- e. Any other information the City reasonably requests.

Vendor shall otherwise be responsible for complying with all applicable rules and regulations that may govern the sharing and dissemination of protected information.

9. **Inspection.**

A. **Of the Work**

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

B. **Project Manager's Authority**

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

10. **Insurance Requirements**

A. **Insurance Term:** The Vendor 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 Vendor, its agents, representatives, or employees.

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

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

1. 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 Vendors and personal injury and advertising injury. **The City shall be named as an additional insured under the Vendor'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.
2. Technology Errors & Omissions (E&O)

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

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

E. Other Insurance Provision: The Vendor's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Vendor'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 Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials or supplies will be accepted by the City.

H. Notice of Cancellation: The Vendor 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 Vendor 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 Vendor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Vendor from the City.

J. City Full Availability of Vendor Limits: If the Vendor 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 Vendor, irrespective of whether such limits maintained by the Vendor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Vendor.

11. **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.

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

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

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

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

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

17. **Disputes**

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

B. **Notice of Potential Claims:** The Vendor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Vendor 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 Vendor 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. Vendor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

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

18. **Force Majeure**. Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; 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.

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

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

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

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

23. **Notices.** All notices required or permitted to be given under this Exhibit 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

VENDOR:
RingCentral, Inc.
Legal Department
20 Davis Drive
Belmont, CA 94002
legal@ringcentral.com

Notices regarding RingCentral Services may be delivered as provided in OMNIA Partners Contract R200902, RingCentral Master Services Agreement, Section 14.C.

Voice Over Internet Protocol (VoIP) Solution

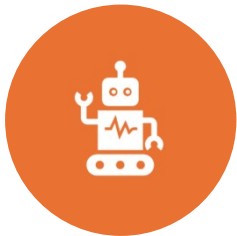
Transition to Ring Central

February 24, 2025

Background

- Mitel announced end-of-life and support on 12/31/2029. Security updates and patches will no longer occur after 12/31/2025.
- Currently spend \$21k/year for the on-premise VoIP service with Mitel.
- VoIP systems have transitioned to cloud based like other software.
- By transitioning to cloud based system City is not responsible for managing VoIP servers or switches.

Maverick Networks



Helped tailor a communication and cloud solution to meet City's needs.



Will serve as customer service representative moving forward

Maverick Networks- ongoing support

Maverick Networks always provides first call support

Maverick Networks provides escalation to RingCentral for additional support that is managed and coordinated by Maverick

- Higher level of technical support within RingCentral when needed

Coordinate complete incident response with the District and other Vendors as required

Several other options available for varying levels of support

Systems Evaluated with Maverick Networks

	CallTower	8x8	RingCentral
Teams Integration	Operator Connect	Direct Routing or Operator Connect or Embedded App	Embedded Application
Microsoft Licensing	E5/G5/Phone System	E5/G5/Phone System	None
Dependency on Teams	Requires Teams	Would also have full user capability via 8x8 App	None
Compatible phones	MSTeams Phones Poly/Yealink	Poly/Yealink	Poly/Yealink
Installation	CallTower/Maverick PM	Maverick Cloud Team/8x8 for Teams	Maverick Cloud Team
Support	CallTower/Microsoft	Maverick and 8x8	Maverick and RingCentral for Escalations
Administration	Microsoft	Microsoft and 8x8	RingCentral
Non-Teams Users	CallTower Metaswitch (Phones)	8x8	RingCentral
Analog lines	CallTower Meta Switch via ATA	8x8 via ATA	RingCentral via ATA
Analog Recommendations	Recommend POTS in a Box for Life Safety	Recommend POTS in a Box for Life Safety	Recommend POTS in a Box for Life Safety
SMS and Fax	Add-on	Add-on	Included
Post Install Admin Effort	Rank 2 - Middle	Rank 3 - Worst	Rank 1 - Best
Phone System Capabilities	Rank 3 - Worst	Rank 2 - Middle	Rank 1 - Best

One Time Non-Recurring Costs (NRC)

Miscellaneous Equipment and Phones					
Part No.	Description	Qty		Cust Price	Ext Price
Analog Terminal Adapters (ATA)					
MP504/2S/SIP	MP504 (2-Port) (2) FXS Ports	1		348.00	348.00
MP508/8S/SIP	MP508 (8-Port) (8) FXS Ports	1		736.00	736.00
Telephones and Conference Phones					
2200-86660	Poly Trio C60 Smart Conference Phone	6		870.00	5,220.00
Total					
6,304.00					
Project Management Installation and Training for VoIP Solution					
Part No.	Description	Qty		Cust Price	Ext Price
Project Management Installation and Training					
	Project Management	16		150.00	2,400.00
	Installation	150		150.00	22,500.00
	Cutover Coverage	8		150.00	1,200.00
	Reprovision IP485G Phones	20		150.00	3,000.00
	End User Training	16		150.00	2,400.00
	Administrator Training	10		150.00	1,500.00
Total					
33,000.00					

Cloud Based Solution

- \$40k allocated for phone system replacement in 2025 CFP
- Phones can be reprovisioned so it is not necessary to purchase new phones



Monthly Recurring Costs (MRC)

- Monthly Recurring Services, Fees, and Taxes based on 60 Month Contract.
- 4 Months free at the start of the contract
- Pricing Utilizes Omnia Purchasing Contract

RingEX™ Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	164	\$9.95	\$1,631.80
DigitalLine Basic	81	\$6.99	\$566.19
Additional Local Number	1	\$0.49	\$0.49
Monthly Recurring Services Total			\$2,198.48
Recurring Taxes & Fees			
Summary of Service	Qty	Rate	Subtotal
Sales Tax	1	\$331.91	\$331.91
Utility Users Tax	1	\$172.28	\$172.28
FUSF (VoIP)	1	\$298.51	\$298.51
E911 (VoIP)	1	\$232.75	\$232.75
E-988 (VoIP)	1	\$98.00	\$98.00
e911 Service Fee	245	\$1.00	\$245.00
Compliance and Administrative Cost Recovery Fee	245	\$3.50	\$857.50
Recurring Taxes & Fees Total			\$2,235.95
Total Monthly Recurring Services + Taxes and fees			\$4,434.43

Taxes & Fees Explanation

- **Sales Tax** VoIP phone services are charged as retail sales tax.
- **E911 Tax** The state 911 tax funds Washington's 911 telephone system. The state and county combined 911 tax rate is currently \$0.95 per line.
- **E988 Tax** Assessed by state for behavioral health crisis response & suicide prevention line rate is \$0.40 per line
- **Federal Universal Service Fund (USF)** Required by the FCC The FCC uses the USF contributions to directly fund things like rural bandwidth deployment, or access programs that bring phone and internet service to poor and underserved communities, schools and libraries, and other similar programs.
- **E911 Services Fee** Provider fee to cover direct costs incurred by administrating E911 service to its customers.
- **Compliance & Administrative Cost Recovery Fee** Fee is used by the provider to cover compliance costs related to federal/state/local legal reporting and filing requirements, and costs associated with acquiring and protecting intellectual property.

Recommendation

- Authorize the Mayor to sign contract 25-053-ITS-002 with RingCentral, Inc. for a monthly cost of \$2,198.48 + taxes and fees for the VoIP Software Telephone System.
- Authorize the Mayor to sign contract 25-053-ITS-001 with Maverick Networks, Inc. in the amount of \$39,858.75, plus shipping charges, to perform the RingCentral VoIP Software Telephone System -Implementation & Materials.



City Council Agenda Bill

Meeting Date: February 24, 2025 **Agenda Item:** 6.d.

Agenda Item Title: Contract Award: RingCentral VoIP Software Telephone System - Implementation & Materials #25-053-ITS-001

Staff Contact(s): Emily Schuh, Jose Cervantes

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$39,858.75, plus shipping charges, to Maverick Networks, Inc. to provide the RingCentral VoIP Software Telephone System - Implementation & Materials. This contract will include the acquisition, configuration, and implementation of the necessary software, as well as the reprovisioning of the majority of our current telephone equipment. Maverick Networks has the capability to reprovision the existing phones, which will eliminate the need to purchase entirely new units, resulting in an estimated savings of approximately \$15,000. Under this agreement, the City will purchase six new conference room phones and two analog terminal adapters.

Background:

1. **History:** City staff conducted a thorough evaluation of the phone devices available and ensured the reliability and quality of the options being considered. After careful assessment, staff concluded that Maverick Networks is a dependable and efficient vendor for telephony systems, known for its strong customer service. The transition to a new provider will incur a one-time cost of approximately \$39,000, which will be covered by the 2025 Capital Facilities Plan allocation of \$40,000.
2. **Key Terms:**
 - Contract is for a firm fixed price of \$39,858.75, plus shipping charges.
 - The period of performance is from contract inception through February 27, 2026.
3. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements

Budget Impact:

Consultant	Maverick Networks, Inc.
Contract Amount	\$39,858.75, plus shipping charges
Earmarked Funds	\$40,000 in CFP for this project
BARS #	001.220.518.80.41
Budget Amendment Required?	No
Start Date	Inception
End Date	2/27/2026

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-053-ITS-001 with Maverick Networks, Inc. in the amount of \$39,858.75, plus shipping charges, to perform the RingCentral VoIP Software Telephone System - Implementation & Materials.

Alternative Actions: 1. Maintain status quo and no upgrades to the telecommunications systems are made; or
2. Direct staff to release a request for proposal for telecommunications system

Attachments (listed in order presented):

1. 25-053-ITS-001



AGREEMENT #25-053-ITS-001

Between
THE CITY OF ANACORTES
 AND
MAVERICK NETWORKS INC.

RINGCENTRAL VOIP SOFTWARE TELEPHONE SYSTEM IMPLEMENTATION SERVICES & MATERIALS

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Maverick Networks, 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 implementation and training services for the City's switch to RingCentral's VOIP Software Telephone System as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Jose Cervantes, or designee, hereinafter referred to as Project Manager.

2. **Materials.** Consultant shall provide the following materials:

- a. Conference Phones: 2200-86660 – Qty 6 – Poly Trio C60 Smart Conference Phone
- b. Analog Terminal Adapters (ATA): MP504/2S/SIP – Qty 1 – MP504 (2-Port) (2) FXA Ports; MP504/2S/SIP – Qty 1 – MP504 (2-Port) (2) FXA Ports

3. **Price and Payment Terms.** The implementation and training services provided under this Agreement shall be for a firm fixed price of \$33,000.00, with the per task costs as follows:

Project Management Installation and Training for VoIP Solution					
Part No.	Description	Qty		Cust Price	Ext Price
Project Management Installation and Training					
	Project Management	16		150.00	2,400.00
	Installation	150		150.00	22,500.00
	Cutover Coverage	8		150.00	1,200.00
	Reprovision IP485G Phones	20		150.00	3,000.00
	End User Training	16		150.00	2,400.00
	Administrator Training	10		150.00	1,500.00
Total					33,000.00

The Materials shall be billed at the following prices, plus shipping:

Item	QTY	Description	Unit Price	Ext Price
1	6	2200-86660 Poly Trio C60 Smart Conference Phone	\$870.00	\$5,220.00
2	1	MP504/2S/SIP – Qty 1 – MP504 (2-Port) (2) FXA Ports	\$348.00	\$348.00
3	1	MP508/8S/SIP – Qty 1 – MP508 (8-Port) (8) FXA Ports	\$736.00	\$736.00
Sub-Total:				\$6,304.00
8.8% Sales Tax:				\$554.75
Total:				\$6,858.75

The total contract price is **Thirty-Nine Thousand Eight Hundred Fifty-Eight Dollars and Seventy-Five Cents (\$39,858.75)**, plus shipping charges.

4. Period of Performance. The period of performance under this Agreement is from inception through February 27, 2026.

5. Materials Delivery.

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

6. Materials Warranty. Consultant shall assure that the Materials purchased hereunder are covered by all available and applicable manufacturers' warranties for such Materials. Consultant also warrants that the Materials will conform to the specifications, and further warrants that the Materials shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of acceptance or installation by City, whichever is later. 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 no event shall Consultant be allowed to disclaim or otherwise limit the express warranties set forth herein. 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.

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

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

Consultant remains fully responsible for obligations, services, and functions performed by its subcontractor to the same extent as if such obligations, services, and functions were performed by Consultant's employees, and for purposes of the Agreement such work will be deemed work performed by Consultant. The Consultant shall give immediate written notice, reference Clause Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any subcontractor or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this Agreement, with respect to which the Consultant may be entitled to reimbursement from the City.

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

8. **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.

9. **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 task. 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

27. 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.

28. 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.

29. **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.

30. **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.

31. **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.

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.

34. **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:
Maverick Networks, Inc.
Todd Barnes
1849 Iron Point Rd #100
Folsom, CA 95630
tbarnes@mavericknetworks.net

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

MAVERICK NETWORKS, 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 #25-053-ITS-001 EXHIBIT A

Scope of Work

1. General

Assignment of a designated Project Manager (“PM”) – The Consultant’s PM will act as Single Point of Contact (SPOC) for delivery services. The Consultant’s Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

- a) Internal and external kickoff session hosted by Maverick Networks, Inc.;
- b) Creation and management of project governance, to include:
 - i. Project plan and Schedule;
 - ii. Communication plan, resource plan, escalation plan, change plan, test plan;
 - iii. Action and risk register;
- c) Completing resource assignment and scheduling in alignment with project schedule;
- d) Set up of project documentation and timelines in collaboration with designated City SPOC;
- e) Identifying, communicating and mitigating project risks and issues;
- f) Alignment of scope of services with City expectations during kickoff.
- g) Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs;
- h) Facilitating and leading regular status update meetings, organize planning sessions and City steering committees, as applicable;
- i) Completing scoped migration and go live support; and
- j) Performing closure procedures at the conclusion of project activities.

2. Planning and Design

Planning and Design (“P&D”) and Business Requirements Document (“BRD”) review – Consultant will initiate the Planning and Design process and introduce the Business Requirements Document to the City. The Consultant’s PM will partner with the City to schedule discovery to define, capture, record, and review the existing City environment. The location(s) and number of users involved in the Planning and Design process are set forth in Attachment A.

The Maverick Networks, Inc. Consultant will review the completed BRD form with the City to clarify any design questions and recommend best practices prior to execution of final deliverable. The fully reviewed BRD is signed off by City’s Project Manager and the Consultant’s Project Manager prior to moving to deployment.

- a) Data captured may include, but is not limited to, the following:
 - i. City Site Information;
 - ii. User Upload;
 - iii. Data collection for End-User and Administrator Training;
 - iv. Porting data; Call flow(s);
 - v. Roles and Permissions;
 - vi. Delivery Overview;
 - vii. Go-Live Readiness Report Card;

3. Build Out

- a) Consultant will remotely configure the user interfaces in the system (“UI Build Out”) based on the specifications agreed to between the parties in the BRD.
- b) The UI Build Out will include the features and applications listed in this Section, for up to the number of Users, and the locations set forth in Attachment B.

- c) The UI Build Out will include:
 - i. Core Office scripting and UI administration
 - ii. Users – This portion of the UI Build Out includes the following:
 - a. Extension Number;
 - b. First Name;
 - c. Last name;
 - d. Email address; and
 - e. E911 Address (City shall verify that this address is correct in the system within twenty-four (24) hours of notification by Consultant Personnel that the UI Build Out is complete)
 - iii. Auto Attendant - This portion of the UI Build Out includes the following (as agreed upon and documented in the BRD):
 - a. Configuration of the Call Flows for the routing of calls during business hours including:
 - 1. Setup of Auto Receptionist features;
 - 2. Routing and/or IVR menu creation; and
 - 3. Advanced Rules setup needed for routing menus
 - b. Configuration of the Call Flows for the routing of calls after business hours, including the setup of Auto Receptionist features, routing and/or IVR menu creation, and the Advanced Rules setup needed for routing menus.
 - iv. Call Routing - This portion of the UI Build Out includes the following (as agreed upon and documented in the BRD):
 - a. Configuration of the groups to be used for call routing including Virtual Extensions, Call Queue Groups, Message and Announcement Only Extensions.
- d) Customizations on individual User endpoints, or phone settings, are not included in the included standard UI Build Out.
 - i. Individual endpoint customization includes, but not limited to:
 - a. Custom button mapping;
 - b. Presence;
 - c. Intercom;
 - d. Forwarding; or
 - e. Speed dials.

4. Training Services

4.1. Admin Training – Consultant will provide resources to complete the following:

- a) Up to **ten (10) hours** of remote admin training
- b) Sessions cover the following:
 - i. Building, activating, disabling and deleting users;
 - ii. Managing user settings with role, templates, and User groups (if applicable);
 - iii. Managing system setup and maintenance via the Admin Portal including phone company info, caller ID, and directory assistance;
 - iv. Managing phones and numbers including assisted provisioning;
 - v. Call flow management;
 - vi. Reports and call logs; and
 - vii. Familiarization with Support/Training/Help resources
- c) Session recordings are included at no additional cost
- d) Online, self-service admin training included at no additional cost via web portal.
 - i. Webinars & Videos, Getting Started Tutorials, and User Guides

4.2. End User Training - Consultant will provide resources to complete the following:

- a) Up to **sixteen (16), one-hour** training sessions:
 - i. Standard End User
 - i. Train the Trainer (Standard End User)
 - ii. Exec Assistant/Front Desk
 - iii. Remote User
- b) Session recordings included at no additional cost
- c) Online, self-service end user training included at no additional cost
 - i. Webinars & Videos, Getting Started Tutorials, and User Guides

5. City Responsibilities – The City is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:

- a) The City's LAN/WAN infrastructure;
- b) Network minimum requirements for the Consultant as a Service model;
 - i. Quality of Service (QoS) configuration;
 - ii. Firewall or Access Control List (ACL) configuration;
 - iii. Power over Ethernet (POE) port activation / configuration;
- c) Configuration and software installation on City PCs;
- d) Decommission and disposal of any legacy equipment;
- e) Customizations on individual User endpoints, or phone settings (as defined in section 3.d.);
- f) Provide workspace for Consultant on-site personnel (as scoped);
- g) Overhead paging;
- h) Postage Machines;
- i) Credit Card or Point of Sale (POS) Machines;
- j) Door buzzer or Automatic Door Controller;
- k) Third party SIP phones;
- l) Headsets;
- m) Analog Devices.

6. City's Telephone Number Porting –The City is responsible for authorizing the telephone number porting by Consultant. Consultant shall provide guidance on porting data collection, and shall assist with submission of porting request(s). This effort pertains to those locations identified in Appendix B. City and Consultant agree that Consultant is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by City for delays in the porting of the numbers.

- a) Notwithstanding the above, the Consultant's Project Manager, upon City request, shall assist the City with this responsibility by performing the following tasks for each Site:
- b) The Consultant's Project Manager shall assist the City with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location or 90 days from submission, whichever occurs first;
 - i. Any additional port rejections will be the responsibility of the City;
 - ii. City shall provide Consultant all appropriate Letters of Authorization ("LOA"'s), billing information, and authorized signer for each location;
 - iii. Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers;

**MNI Professional Services
Statement of Work for Professional Services
Attachment A
Planning and Design Location**

Planning and Design Location Address(s):	Up to # of Users
Remote	

**Maverick Networks, Inc. Professional Services
Statement of Work for Professional Services
Attachment B**

Site	Address	Number of Users
1	City Hall – 58 Users 904 6th St Anacortes, WA 98221	58
2	Main Fire Station 1016 13th St Anacortes, WA 98221 Fire Station 2 5209 Sunset Ave Anacortes, WA 98221 Fire Station 3 9029 Molly Ln Suite A Anacortes, WA 98221	41
3	Anacortes Police Department 1218 2th St Anacortes, WA 98221	36
4	Anacortes Public Library 1220 10th St Anacortes, WA 98221	20
5	Anacortes Senior Center 1701 22nd St Anacortes, WA 98221	5
6	Anacortes Municipal Court 1218 24th St Anacortes, WA 98221	4

**MNI Professional Services
Statement of Work for Professional Services**

	Anacortes Maritime Court 703 R Avenue Anacortes, WA 98221	
7	Anacortes Museum 1305 8th St Anacortes, WA 98221	8
8	Operations 2201A 37th St Anacortes, WA 98221	54
9	Washington Park 6300 Sunset Ave Anacortes, WA 98221	1
10	Water Treatment Plant 14489 River Bend Rd Mount Vernon, WA 98273	14
11	Wastewater Treatment Plant 500 T Ave Anacortes, WA 98221	14
12	3M Blue Heron 301 Blue Heron Ct Anacortes, WA 98221	1



City Council Agenda Bill

Meeting Date: February 24, 2025 **Agenda Item:** 6.e.

Agenda Item Title: Draft Interlocal Agreement Between the Cities of Burlington, Mount Vernon, Anacortes, & Sedro Woolley for Coordination on Procurement for Public Defense Services

Staff Contact(s): Emily Schuh

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Emily Schuh	Discussion

Item Summary:

This draft agreement is being considered by the cities of Burlington, Mount Vernon, Anacortes, and Sedro Woolley to establish a collaborative approach to providing public defense services. The cities aim to jointly contract with a qualified law firm to deliver indigent defense services for municipal court defendants. The agreement outlines the cost allocation for these services based on each city's caseload, specifies responsibilities for in-court and out-of-court screening, and sets terms for conflict counsel and appeals. Additionally, the cities agree to engage a public defense auditor for quality assurance and compliance, and to use outside legal counsel when necessary. The agreement would be effective upon signature and runs through April 30, 2028, with provisions for early termination or modifications.

Budget Impact:

Not known at this time

Previous Action:

History of Anacortes Public Defense

Prior to 2015, the City of Anacortes contracted out for public defense services. However, in response to the *Wilbur v. City of Mount Vernon* case, the City of Anacortes established an in-house public defender's office in 2015. Additionally, the municipal code was created to address Public Defense. The relevant municipal code can be found here: [Anacortes Municipal Code 2.18](#).

In 2024, the Washington State Bar Association adopted phased reductions in caseload

standards, to be implemented over a three-year period beginning in 2025. Ms. Schuh presented this change to the City Council on June 3, 2024.

The Washington State Supreme Court solicited public comment on the new caseload standards, with a decision anticipated during the February 2025 session.

The 2025 budget includes provisions for the addition of another public defender in the middle of the year. Since that time, the City's current public defender resigned, presenting an opportunity for the City of Anacortes to reevaluate its approach to providing indigent defense services.

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Draft Public Defense ILA with Edits
2. June 2024 City Council Presentation
3. Public Defense System Interlocal Presentation

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF
BURLINGTON, MOUNT VERNON, ANACORTES, AND SEDRO WOOLLEY**

This Interlocal Agreement (“Agreement”) is entered between the City of Burlington, the City of Mount Vernon, the City of Anacortes, and the City of Sedro Woolley, all of which are Washington municipal corporations, hereinafter referred to by their City name, generically as “City” or “Party” and collectively as “The Parties”, pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, each City operates a municipal court and provides public defense services as required by law; and

WHEREAS, these services have historically been delivered following the adoption of Indigent Defense Standards (“Standards”) and through either contracting with an outside law firm or internally through an Office of Public Defense or equivalent; and

WHEREAS, the Parties desire to now provide these services in a coordinated fashion by collectively contracting for outside indigent defense services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Purpose.

The purpose of this Interlocal is for the Parties to collectively, under one Indigent Defense Contract with a qualified law firm, provide for the provision of certain public defense services for indigent defense representation in each of the City’s municipal courts, to detail the methodology for the proportional payment of services between the Parties, establish Indigent Defense Screening protocols, provide for the assignment of Conflict Counsel, the processing of Appeals, provisions for Outside Legal Counsel, and Public Defense Auditor services. Collectively, these elements are referred to as the Public Defense System.

Duration.

This Agreement shall become effective on the date it is signed by the Parties and shall expire on April 30, 2028, unless extended through mutual agreement.

Scope and Payment of Indigent Defense System Costs.

The Parties do hereby agree to allocate the cost of the combined Public Defense System as follows:

1. Indigent Cases Before the Municipal Courts – The Parties agree that they shall each pay a portion of the monthly compensation to the contracted Indigent Defense firm (“Total Compensation”) based on a prorated share of annual cases (“caseloads”) for each City.

The initial 2025 prorated monthly apportionment is as follows, based upon 2024 case totals

a.	City of Burlington	22%
b.	City of Mount Vernon	43%
c.	City of Anacortes	21%
d.	City of Sedro Woolley	14%

In the first week of October of each year, the Parties shall meet to review each City's current year caseloads which shall form the basis for any modification to a City's monthly prorated share of the Total Compensation. Any adjustment to these percentages shall take effect as of January 1st of the subsequent year.

- Indigent Defense Screening – Each City shall be responsible for in-court Indigent Defense Screening (“In-Court Screening”) to determine if defendants qualify for a public defender. The cost of such In-Court Screening shall be the responsibility of each City. Any Party to this Agreement can work with any other Party to arrange for the shared cost of In-Court Screening.
- Out-Of-Court Indigent Defense Screening and Assignment of Conflict Counsel – Burlington shall hire or independently contract for out-of-court indigent defense screening (“Out-Of-Court Screening”) and assignment of Conflict Counsel (“Conflict Counsel”) with a qualified individual or firm with experience in Out-Of-Court Screening and Conflict Counsel work (“collectively referred to as Adjunct Services”). The Parties agree to pay their prorated share of this Adjunct Service monthly using the same percentages as those used for Total Compensation.
- Appeals – The Adjunct Services provider shall also be responsible for assignment of Counsel in the case of Appeals. Any Appeal-based legal counsel representation costs shall be the responsibility of the City who had jurisdiction over the underlying charge(s) and shall be directly billed by Burlington monthly.
- Parties Outside Legal Representation – Due to the periodic need to engage outside legal representation to assist and advise the Parties regarding the Indigent Defense provider, and the inability of any City's prosecuting attorney to provide such service, the Parties agree to use the services of an Outside Counsel to fulfill this need. To affect this service, the Parties agree to work together to enter into an Engagement Letter with a qualified law firm. Each City shall be billed a one fourth (1/4) share of the billings. Any billable hours shall only be paid if Outside Counsel is providing legal services collectively to the Parties. Any individual City's separate use of the Outside Counsel shall be the responsibility of the initiating City.
- Public Defense Auditor – To assist the Parties with indigent defense quality assurance, on-going assessment of the Public Defense System, monitoring of case load limitations, compliance with Public Defense Standards, review and approval of Conflict referrals, recommendation of any necessary remedial actions, training, and other actions

Commented [DS1]: Is this the correct methodology?

Commented [GY2R1]: This is based on the city's 2024 case counts

Commented [SS3R1]: Greg is correct. I got 468 as the total case count for Anacortes for 2024. That brings the total (non conflict counsel) case counts for the four cities up to 2,185. I did change a small rounding error for MTV and Anacortes.

Commented [SS4R1]: If that count for Anacortes is inaccurate, please let me know.

Commented [DS5]: Interested in the thought process behind having Burlington take responsibility for this? Also, will we still have conflict counsel or will it all be through Burlington?

Commented [ES6R5]: The City of Anacortes currently contracts with Skagit County's Office of Assigned Counsel for indigent defense screening for both in custody and out of custody clients. We would like to continue to this approach. I suggest that we re-write this section.

Commented [GY7R5]: This is the arrangement Burlington and MV current have - this person also assigns Conflict counsel - for screening, Anacortes could keep the current attangement

Commented [SS8R5]: We may want to look at this as well for potential savings.

Commented [DS9]: Is Burlington taking the lead on making payments to the defense firm? If so, this should probably be spelled out more explicitly in the agreement.

Commented [GY10R9]: Currently Burlington makes the full payment and then bills MV for their share

Commented [DS11]: Are the parties engaging counsel at the outset or only if there is an issue?

Commented [GY12R11]: We would need a new Engagement Letter for outside counsel but we only use them when needed or if there are issues

appropriate to maintenance of the shared Public Defense System, the Parties do hereby agree to engage the services of a Public Defense Auditor whose cost shall be shared equally amongst the Cities.

Termination.

Any Party may terminate this Agreement by giving ninety (90) day's advance notice to the other Parties. Notice shall be given by certified mail, return receipt requested, and shall be deemed to be effective on the date deposited into the U.S. mail and addressed to the representative of the City.

Administration.

The following individuals are designated as representatives of the Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

The City of Burlington representative shall be the City Administrator.

The City of Mount Vernon representative shall be the Special Projects Manager.

The City of Anacortes representative shall be the Mayor, or their designee.

The City of Sedro Woolley representative shall be the City Administrator.

Applicable Law and Venue.

This Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Washington and the Parties hereby agree that venue of any action relating to this Agreement shall be in Skagit County, Washington.

Indemnification.

Each City, to the extent of its comparative liability, agrees to indemnify, defend, and hold harmless the other Cities and their elected and appointed officials, employees, contractors, agents, and volunteers, from and against any and all claims, damages, losses, and expenses (including, but not limited to court costs but not attorney's fees) which are alleged or proven to be caused by the City or its elected and appointed officials, employees, contractors, agents, or volunteers' acts or omissions. If such claims, damages, losses, and expenses are caused by two or more City's concurrent acts or omission, each such City shall pay its proportionate share.

Dispute Resolution.

If the Parties have any dispute or disagreement or any other claim arising from this Agreement, they shall first attempt to settle the dispute or disagreement between themselves. If they cannot do so, the complaining City shall put its complaint in writing, supported by exhibits as needed, and forward it to the other Parties to the dispute. The respondent Parties may submit written responses supported by exhibits as needed within 30 calendar days of receiving the written complaint to the Outside Legal Counsel for review. The Parties to the dispute shall be allowed to explain their position to the Outside Legal Counsel who will issue a ruling after receiving and considering all complaints, responses, explanations, and

Commented [CB13]: Should this also be according to the percentages listed earlier in the agreement?

Commented [SS14R13]: The scope of work for the Auditor is not based upon case counts, so Burl. And MTV split it equally. This should be optional for each city, and the cost shared by those that want to join. Currently, the two cities pay \$3,000 each per month.

Commented [DS15]: How do the parties plan to make decisions about administration of this agreement. By majority? Unanimously? E.g., if there are issues that require outside counsel, how will client decisions be made.

Commented [GY16R15]: We current have Teams meetings with the outside counsel and move forward based on consensus

statements within 30 calendar days of receipt of the materials. If a Party is not satisfied with the decision of the Outside Legal Counsel, they may bring their dispute to Superior Court.

Neutral Authorship.

This Agreement shall be construed as if all Cities jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any Party.

Agreement Modification.

The Agreement may be changed, modified, amended, or waived only by written agreement executed by the Parties. Refraining from enforcing a breach of any term or condition of this Agreement does not waive any prior or subsequent breach.

Severability.

The Parties agree that this Agreement's provisions are severable. If any portion of this Agreement is adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion shall be deemed modified or limited to the extent necessary to render it valid and enforceable, without further action by the Parties. If it cannot be made valid and enforceable, it shall be severed from the remaining portions of this Agreement and shall not affect the validity or enforceability of any remaining portions.

Waiver.

A City waiving any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. This Agreement's terms or conditions shall not be held to be waived, modified, or deleted except by an instrument that the Parties execute.

Integration.

This Agreement contains all the terms and conditions agreed upon by the Parties and is a single, integrated, written Agreement expressing the Parties entire agreement. Subject to this Agreement's other provisions, this Agreement supersedes all other agreements between the Parties. Any modification made before or after the Effective Date shall be invalid unless it is made in writing and signed by the Parties.

Headings.

The section headings in this Agreement are solely for the Parties convenience and are not an aid in this Agreement's interpretation.

Counterparts.

This Agreement may be executed in any number of counterparts and with facsimile or electronic signatures and all such counterparts shall be construed together and constitute a single form of this Agreement.

DATED this ____ day of _____, 2025.

APPROVED:

**CITY OF BURLINGTON,
WASHINGTON**

Mayor

Attest:

City Clerk/Finance Director

DATED this ____ day of _____, 2025.

APPROVED:

**CITY OF MOUNT VERNON,
WASHINGTON**

Mayor

Attest:

City Clerk/Finance Director

DATED this ____ day of _____, 2024.

APPROVED:

CITY OF ANACORTES, WASHINGTON

Mayor

Attest:

City Clerk/Finance Director

DATED this ____ day of _____, 2025.

APPROVED:

**CITY OF SEDRO-WOOLLEY,
WASHINGTON**

Mayor

Attest:

City Clerk/Finance Director



WSBA CHANGES TO STANDARDS FOR INDIGENT DEFENSE SERVICES

Update to City Council
June 5, 2024



In 1984, WSBA adopted public defense standards using caseload standards that were issued nationally in the early 1970s.



in 1989, the state legislature adopted [RCW 10.101.030](#), which required cities and counties to adopt standards for the delivery of public defense services.



In 2005, [RCW 10.101.030](#) was amended to provide that the [WSBA Standards](#) “should serve as guidelines to local legislative authorities in adopting standards.”



In 2014, the [WSBA Standards](#) last amended

WA PUBLIC DEFENSE HISTORY

Prior to 2015, City of Anacortes contracted for services

In January – September 2012 the City's contracted public defender handled 557 cases

In 2015, following Wilbur vs. City of Mount Vernon, the City created an in-house Public Defender's Office

In 2015, AMC updated to adopt standards of delivery of indigent defense services,

<https://anacortes.municipal.codes/AMC/2.18>

ANACORTES PUBLIC DEFENSE HISTORY

- Each full-time Public Defender shall take no more than 400 cases in a 12-month period.
- Cases are not weighted.
- No requirement for in house or in agency investigators, social workers, or number of support staff.

CURRENT CASELOAD LIMITS

“THE WASHINGTON
STATE LEGISLATURE,
IN RCW 10.101.030,
REQUIRES
COUNTIES AND
CITIES TO ADOPT
STANDARDS FOR
THE DELIVERY OF
PUBLIC DEFENSE
SERVICES...”

NEW STANDARDS (ADOPTED BY WSBA 3/2024)



CASELOAD LIMITS

WSBA STANDARD 3.0: Caseload Limits and Types of Cases

Phased in reduction over 2-year period

- 7/2025 (280 case credits)
- 7/2026 (225 case credits)
- 7/2027 New standards in full effect (120 case credits)

Credits

Misdemeanor High*: 1.5

Misdemeanor Low: 1

*Misdemeanor high cases include any DV case, possession of a controlled substance, DUI, Reckless Driving, Hit & Run, Vehicle Prowling, etc.

OTHER CHANGES

- Minimum of 1 FT mitigation specialist or social worker for every three full-time attorneys (2028)
- Funding for administrative costs associated with legal representation
- A minimum of 1 FT investigator for every three FT trial court level attorneys (2028).
- Adequate legal and administrative support which includes, but is not limited to, administrative assistants, legal assistants, paralegals, HR, finance, reception services, and IT and data management administrators.
- All public defense attorneys must use a case-reporting and management information system that includes the number and types of assigned cases, attorney hours, and case dispositions.



STAFFING IMPLICATIONS

- CONTRACT/OVERFLOW ATTORNEYS ALSO MUST REDUCE CASELOAD
- INCREASING NUMBER OF CASES FILED
- ADDITION OF A FULL-TIME INVESTIGATOR AND SOCIAL WORKER.

Supreme Court Rules Committee recommends comment period for new public defense standards: (May 2024)



The Rules Committee voted to recommend to the En Banc Administrative Conference (the full court) that the WSBA's suggested amendments be published for comment ASAP with a comment period ending on October 31.



The Rules Committee also recommended scheduling two public meetings – one to occur prior to October 31, and the second to occur after October 31.



City will continue
to monitor and
evaluate impact



Questions?

Draft Public Defense System Interlocal between City of Burlington, Mount Vernon, Sedro Woolley & Anacortes

February 24, 2025

History

- Prior to 2015, the City of Anacortes contracted out for public defense services.
- In response to the Wilbur v. City of Mount Vernon, the City established an in-house public defender's office in 2015.
 - Anacortes Municipal Code 2.18 established
- In 2024, the Washington State Bar Association adopted phased reductions in caseload standards, to be implemented over a three-year period beginning in July 2025.
- The Washington State Supreme Court solicited public comment on the new caseload standards, with a decision anticipated during the February 2025 session.
- The 2025 budget includes provisions for the addition of another public defender.
- The City's public defender resigned, presenting an opportunity for the City of Anacortes to reevaluate its approach to providing indigent defense services.

Public Defense System Interlocal





Recommendation

- Review draft interlocal and provide feedback
- 

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF
BURLINGTON, MOUNT VERNON, ANACORTES, AND SEDRO WOOLLEY**

This Interlocal Agreement ("Agreement") is entered between the City of Burlington, the City of Mount Vernon, the City of Anacortes, and the City of Sedro Woolley, all of which are Washington municipal corporations, hereinafter referred to by their City name, generically as "City" or "Party" and collectively as "The Parties", pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, each City operates a municipal court and provides public defense services as required by law; and

WHEREAS, these services have historically been delivered following the adoption of Indigent Defense Standards ("Standards") and through either contracting with an outside law firm or internally through an Office of Public Defense or equivalent; and

WHEREAS, the Parties desire to now provide these services in a coordinated fashion by collectively contracting for outside indigent defense services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Purpose.

The purpose of this Interlocal is for the Parties to collectively, under one Indigent Defense Contract with a qualified law firm, provide for the provision of certain public defense services for indigent defense representation in each of the City's municipal courts, to detail the methodology for the proportional payment of services between the Parties, establish Indigent Defense Screening protocols, provide for the assignment of Conflict Counsel, the processing of Appeals, provisions for Outside Legal Counsel, and Public Defense Auditor services. Collectively, these elements are referred to as the Public Defense System.

Duration.

This Agreement shall become effective on the date it is signed by the Parties and shall expire on April 30, 2028, unless extended through mutual agreement.

Scope and Payment of Indigent Defense System Costs.

The Parties do hereby agree to allocate the cost of the combined Public Defense System as follows:

1. Indigent Cases Before the Municipal Courts – The Parties agree that they shall each pay a portion of the monthly compensation to the contracted Indigent Defense firm ("Total Compensation") based on a prorated share of annual cases ("caseloads") for each City.

The initial 2025 prorated monthly apportionment is as follows, based upon 2024 case totals

a. City of Burlington	22%
b. City of Mount Vernon	43%
c. City of Anacortes	21%
d. City of Sedro Woolley	14%

In the first week of October of each year, the Parties shall meet to review each City's current year caseloads which shall form the basis for any modification to a City's monthly prorated share of the Total Compensation. Any adjustment to these percentages shall take effect as of January 1st of the subsequent year.

2. Indigent Defense Screening – Each City shall be responsible for in-court Indigent Defense Screening (“In-Court Screening”) to determine if defendants qualify for a public defender. The cost of such In-Court Screening shall be the responsibility of each City. Any Party to this Agreement can work with any other Party to arrange for the shared cost of In-Court Screening.
3. Out-Of-Court Indigent Defense Screening and Assignment of Conflict Counsel – Burlington shall hire or independently contract for out-of-court indigent defense screening (“Out-Of-Court Screening”) and assignment of Conflict Counsel (“Conflict Counsel”) with a qualified individual or firm with experience in Out-Of-Court Screening and Conflict Counsel work (“collectively referred to as Adjunct Services”). The Parties agree to pay their prorated share of this Adjunct Service monthly using the same percentages as those used for Total Compensation.
4. Appeals – The Adjunct Services provider shall also be responsible for assignment of Counsel in the case of Appeals. Any Appeal-based legal counsel representation costs shall be the responsibility of the City who had jurisdiction over the underlying charge(s) and shall be directly billed by Burlington monthly.
5. Parties Outside Legal Representation – Due to the periodic need to engage outside legal representation to assist and advise the Parties regarding the Indigent Defense provider, and the inability of any City's prosecuting attorney to provide such service, the Parties agree to use the services of an Outside Counsel to fulfill this need. To affect this service, the Parties agree to work together to enter into an Engagement Letter with a qualified law firm. Each City shall be billed a one fourth (1/4) share of the billings. Any billable hours shall only be paid if Outside Counsel is providing legal services collectively to the Parties. Any individual City's separate use of the Outside Counsel shall be the responsibility of the initiating City.
6. Public Defense Auditor – To assist the Parties with indigent defense quality assurance, on-going assessment of the Public Defense System, monitoring of case load limitations, compliance with Public Defense Standards, review and approval of Conflict referrals, recommendation of any necessary remedial actions, training, and other actions

Darcy Swetnam
Is this the correct methodology?
2 more replies

Steve Sexton
If that count for Anacortes is inaccurate, please let me know.

Reply

Darcy Swetnam
Interested in the thought process behind having Burlington take responsibility for this? Also, will we still have conflict counsel or will it all be through Burlington?
February 14, 2025, 9:40 AM

Emily Schuh
The City of Anacortes currently contracts with Skagit County's Office of Assigned Counsel for indigent defense screening for both in custody and out of custody clients. We would like to continue to this approach. I suggest that we re-write this section.
February 14, 2025, 12:46 PM

Greg Young
This is the arrangement Burlington and MV current have - this person also assigns Conflict counsel - for screening, Anacortes could keep the current arrangement
February 18, 2025, 12:11 PM

Steve Sexton
We may want to look at this as well for potential savings.
February 18, 2025, 1:11 PM

Reply

Darcy Swetnam
Is Burlington taking the lead on making payments to the defense firm? If so, this should

Display Settings

appropriate to maintenance of the shared Public Defense System, the Parties do hereby agree to engage the services of a Public Defense Auditor whose cost shall be shared [equally] amongst the Cities.

Termination.

Any Party may terminate this Agreement by giving ninety (90) day's advance notice to the other Parties. Notice shall be given by certified mail, return receipt requested, and shall be deemed to be effective on the date deposited into the U.S. mail and addressed to the representative of the City.

Administration.

[The following individuals are designated as representatives of the Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.]

The City of Burlington representative shall be the City Administrator.
The City of Mount Vernon representative shall be the Special Projects Manager.
The City of Anacortes representative shall be the Mayor, or their designee.
The City of Sedro Woolley representative shall be the City Administrator.

Applicable Law and Venue.

This Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Washington and the Parties hereby agree that venue of any action relating to this Agreement shall be in Skagit County, Washington.

Indemnification.

Each City, to the extent of its comparative liability, agrees to indemnify, defend, and hold harmless the other Cities and their elected and appointed officials, employees, contractors, agents, and volunteers, from and against any and all claims, damages, losses, and expenses (including, but not limited to court costs but not attorney's fees) which are alleged or proven to be caused by the City or its elected and appointed officials, employees, contractors, agents, or volunteers' acts or omissions. If such claims, damages, losses, and expenses are caused by two or more City's concurrent acts or omission, each such City shall pay its proportionate share.

Dispute Resolution.

If the Parties have any dispute or disagreement or any other claim arising from this Agreement, they shall first attempt to settle the dispute or disagreement between themselves. If they cannot do so, the complaining City shall put its complaint in writing, supported by exhibits as needed, and forward it to the other Parties to the dispute. The respondent Parties may submit written responses supported by exhibits as needed within 30 calendar days of receiving the written complaint to the Outside Legal Counsel for review. The Parties to the dispute shall be allowed to explain their position to the Outside Legal Counsel who will issue a ruling after receiving and considering all complaints, responses, explanations, and



Charlie Bush

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Steve Sexton

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Reply

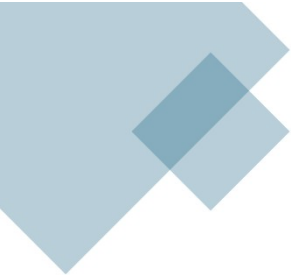
Darcy Swetnam

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Greg Young

We current have Teams meetings with the outside counsel and move forward based or consensus

Reply



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Waiver.

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Headings.

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Counterparts.

This Agreement may be executed in any number of counterparts and with facsimile or electronic signatures and all such counterparts shall be construed together and constitute a single form of this Agreement.



Next Steps

- Each City will incorporate changes and finalize document
- Bring back to City Council for Acceptance
- Send out Request for Qualifications





City Council Agenda Bill

Meeting Date: February 24, 2025 **Agenda Item:** 6.f.

Agenda Item Title: Interlocal Agreement #25-072-AFD-001 for Moorage with the Port of Anacortes

Staff Contact(s): Bill Harris

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

Item Summary: City and Port staff have negotiated the attached Interlocal for moorage of the fire boat the City is in the process of obtaining. The slip will be no financial charge to the City but AFD staff will provide training to Port staff on an annual basis.

Budget Impact:
N/A

Previous Action: N/A

Recommended Motion: I move we authorize the Mayor to execute the Interlocal Agreement #25-072-AFD-001 for Moorage with the Port of Anacortes.

Alternative Actions: N/A

Attachments (listed in order presented):

1. 2025.02.19 Port City Moorage Agreement FINAL
2. Exhibit A - Annual Moorage Agreement

INTERLOCAL AGREEMENT FOR MOORAGE

This **INTERLOCAL AGREEMENT FOR MOORAGE** (the "Agreement"), dated this ____ day of _____, 20__, is made pursuant to Ch. 39.34 RCW AND Ch. 39.33 RCW, by and between the **PORT OF ANACORTES**, a Washington municipal corporation (the "Port") and the **CITY OF ANACORTES**, a Washington municipal corporation, (the "City"). The Port and the City are collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the City and the Port are public agencies as defined in Ch. 39.34 RCW – the Interlocal Cooperation Act;

WHEREAS, the Port can license property to the City under the authority provided in Chapter 39.33 RCW – the Intergovernmental Disposition of Property Act;

WHEREAS, the City operates the Anacortes Fire Department ("AFD") that serves the Port;

WHEREAS, the Port views AFD as an important partner in providing emergency response services to patrons of the Port and protecting Port Property;

WHEREAS, AFD is acquiring a new marine emergency response vessel (the "Vessel"), which is anticipated to be delivered before the end of 2026, which will serve, among other areas, the Cap Sante Marina, the Port's Marine Terminal, and other water adjacent properties owned by the Port;

WHEREAS, AFD requires space to moor the Vessel and the Cap Sante Marina provides a strategic and centrally located moorage location for AFD's marine operations;

WHEREAS, Port personnel benefit from regular emergency response trainings, including tabletop exercises to practice response to mock emergencies and AFD is willing to provide such trainings at no cost to the Port in exchange for moorage;

WHEREAS, the Port has a standard Annual Moorage Agreement which applies uniform requirements to licensees mooring in the Marina, the terms of which are acceptable to the City; and

WHEREAS, the Port and the City desire to enter into this Interlocal Agreement to memorialize their agreement concerning AFD's use of Port facilities for moorage of the Vessel.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, the Parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide the City, specifically AFD, with a license for moorage in exchange for AFD providing training to Port personnel, as specified in this Agreement, to support the City's and the Port's shared goals regarding safety and protecting people and property. The Port hereby grants the City a temporary license to moor City Fire's Vessel at Cap Sante Marina, Anacortes, Washington, (hereinafter referred to as "Marina") in a slip or space designated by the Port (the "Slip") and subject to the terms and conditions of this Agreement, and subject to the terms of the Port's Cap Sante Marina Annual Moorage Agreement, which is incorporated herein by reference (the "License"). Given the

benefit to the Port as articulated in the above recitals, the Port will not charge a monthly moorage fee to the City or require a monetary security for the moorage and accepts the City's acceptance of the terms of this Agreement, including, without limitation, the applicable provisions of the Cap Sante Marina Annual Moorage Agreement and training requirements, as adequate consideration. The City shall remain responsible for any utility charges incurred under this License.

2. **TRAINING.** AFD shall provide at minimum two (2) training exercises on marine related emergency response practices for Port personnel annually. The Chief of AFD and the Executive Director of the Port, or their respective delegees, shall be responsible for scheduling these trainings. The Training requirements under this Agreement shall commence in 2025, regardless of when AFD receives the Vessel or begins moorage at the Port.

3. **TERM AND TERMINATION.** The term of the License is year-to-year. In the event the Vessel is received mid-year, AFD shall be permitted to moor the Vessel immediately for the remainder of that year, and the commencement of any subsequent term shall begin on January 1st of that respective calendar year. This License can be terminable by either party without cause upon ninety (90) days advance written notice prior to the end of any given calendar year. The License is terminable for cause should either Party fail to keep and perform any of the terms, covenants, or conditions contained herein, or made reference to, and shall fail to remedy any such default within sixty (60) calendar days after written notice thereof. Upon termination of the License, the Port may, at its option, declare this Agreement terminated, and, without further notice to the City, may re-enter the Slip without process of law, using force as may be necessary, to remove the Vessel and all property therefrom and the Port shall not be liable for any damage by reason of such re-entry for forfeiture. This remedy is cumulative and in addition to any remedies the Port may have to take custody of or impound the Vessel under Chapter 79.100 RCW or RCW 53.08.320. This Agreement, including, without limitation to, the indemnification obligations of the Parties, shall survive the termination of the License and continue in full force and effect until fully performed or satisfied.

Upon termination of the License, the City shall remove the Vessel from the Slip, Marina, and Port property, leaving the same in the same condition in which originally accepted, reasonable wear and tear expected. If any of the City's property is not removed from Port property upon termination of the License, the Port, though not required to, may, at its sole discretion, elect any of the following remedies, which are cumulative:

- Proceed with removal of the Vessel and any personal property as authorized by law, including, without limitation, by the processes provided for in Chapter 79.100 RCW or RCW 53.08.320; and/or
- To commence suit against the City for damages or for specific performance.

4. **CITY'S ACCEPTANCE OF ANNUAL MOORAGE AGREEMENT.** Except as modified by this Agreement, the terms of the Cap Sante Marina Annual Moorage Agreement ("Moorage Agreement") which is currently adopted and in use by the Port shall apply to the License and is incorporated herein by reference. A copy of the current Moorage Agreement is attached hereto as **Exhibit A**. The City shall cause the Moorage Agreement to be executed concurrent with the execution of this Agreement. The Administrator for the City identified herein, or as updated in writing by the City, shall have the authority to execute updated Moorage Agreements without further review of approval from City Council, provided such Moorage Agreement is the standard form currently adopted by the Port. A default in this Agreement shall constitute a default under

the Moorage Agreement, and a default under the Moorage Agreement shall constitute a default in this Agreement.

5. **ASSIGNMENT.** This Agreement may not be assigned.

6. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered by the below identified persons, or such other person as may be identified in writing to the Parties. Any notice under this Agreement shall be sent via electronic mail, postage pre-paid by regular mail, or delivered personally. Any mailed notice shall be deemed received two (2) business days after the date of mailing. Notices shall be mailed or delivered to the following persons at the following addresses:

Port of Anacortes: Brett Greenwood, Executive Director
317 Commercial Avenue
Anacortes, WA 98221
brett.greenwood@portofanacortes.com

City of Anacortes: Chief Bill Harris, 360-855-5081
Copy to: Tiffany Matson 360-299-1971
1016 13th Street
Anacortes, WA 98221
billh@cityofanacortes.org
matsont@anacorteswa.gov

7. **DISPUTE RESOLUTION.** The Parties shall attempt to resolve all claims, disputes, and other matters in question arising out of or related to this Agreement, first through informal discussions. Except as otherwise provided for in this Agreement or by law, any Party that alleges a violation or breach of this Agreement, which is not first resolved through informal discussions, shall provide the other Party thirty (30) calendar days' notice of the alleged violation and opportunity to cure, before resorting to litigation.

8. **SEVERABILITY.** In the event any term or condition contained in this Agreement or application thereof to any person or circumstances is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or condition hereof, and the Parties will reasonably cooperate to modify this Agreement to achieve the purposes set forth herein.

9. **MODIFICATIONS.** This Agreement may be amended and modified by a written agreement signed by the Parties, in the same manner as the signing of the original Agreement.

10. **WAIVER.** No failure by the Parties to insist upon the strict performance of any term or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver or breach of any other term or condition of this Agreement.

11. **GOVERNING LAWS.** This Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Washington.

12. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended to be enforceable only by the Port and the City. There are no third-party beneficiaries to this Agreement.

13. **COUNTERPARTS.** This Agreement may be signed in counterparts. Electronic transmission of any signed original documents, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

14. **RECORDING OR POSTING.** This Agreement shall be recorded with the Skagit County Auditor or, alternatively, posted by subject on the Parties' respective websites or other electronically retrievable public source.

15. **ENTIRE AGREEMENT.** This Agreement contains all terms and conditions agreed upon by the Parties on the issues covered by it, except as supplemented by subsequent written agreements the Parties make. All prior negotiations and draft written agreements are merged into and superseded by this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties hereto.

16. **EXECUTION.** The persons signing below represent and warrant that they have the requisite authority to bind the Party on whose behalf they are signing.

**THIS AGREEMENT CONTAINS INDEMNIFICATIONS, LIMITED
WAIVERS OF PROTECTION UNDER TITLE 51, EQUIVALENT
WORKERS' COMPENSATION SCHEMES, AND A RELEASE OF
CLAIMS.**

IN WITNESS HEREOF, the Port and the City have caused this Agreement to be executed in their names and to be attested by their duly authorized officers this ___ day of _____, 20__.

PORT OF ANACORTES

CITY OF ANACORTES

By: Brett Greenwood
Its: Executive Director

By: Matthew Miller
Its: Mayor

EXHIBIT A
“MOORAGE AGREEMENT”

Cap Sante Marina Annual Moorage Agreement

This agreement is entered into between the Port of Anacortes, hereinafter referred to as "Port", and the undersigned, hereinafter referred to as "Licensee". The following terms, covenants and conditions are the basis of this agreement:

1. GRANT OF PERMIT

The Port grants to Licensee a permit to moor the vessel designated herein at Cap Sante Marina, Anacortes, Washington, hereinafter referred to as "Marina", for a period of twelve (12) months for the discounted monthly rate designated herein, plus any applicable taxes, charges, and/or commission adopted rate increase. Moorage, taxes and all applicable charges shall be paid monthly to the Port until this agreement is terminated and/or expired. Any unpaid fees will be subject to an interest charge equal to eighteen percent (18%) per annum.

While it is the intent of the annual agreement for the Licensee to occupy the slip for twelve (12) consecutive months, the Port understands there may be situations in which the Licensee needs to terminate the agreement prior to the fulfillment of the twelve-month commitment. Under these circumstances, the Licensee will be billed retroactively at the regular monthly rate beginning with the first day of this agreement through the cancellation date.

The assigned moorage slip and total monthly obligation are specified below.

2. TERM

The term of this agreement shall be twelve (12) months beginning on the effective date of this agreement, which is the date of mutual acceptance as confirmed by executed agreement. The agreement expires the last calendar day of the 11th month following the effective date. The moorage rate converts to the regular month-to-month rate, unless a new annual agreement is signed prior to expiration of this agreement. The term is subject to the termination provisions in paragraph 19 below.

The agreement requires a minimum 30-day commitment. An initial nonrefundable sum of the first month's moorage fees designated herein and anticipated taxes shall be collected and applied to the first month's moorage on a prorated basis beginning the effective date of this agreement. The remainder of the sum collected shall be credited to the following month's moorage fee.

3. CONTRACTUAL RELATIONSHIP

The Port does not accept Licensee's vessel designated herein for storage, shall not be held liable in any manner for the safekeeping or condition of the same, and is not responsible therefore as a warehouseman or Bailee. The Port shall not be held responsible or liable for any damage or loss to, or of, said Licensee's property, including but not limited to boat, tackle, gear, equipment, upon said vessel or upon the premises of the Port, from any cause whatsoever, or for injury to Licensee, its agents, guests, invitees, or employees occasioned by any cause, including but not limited to, theft or misappropriation, fire, explosion, water, gas, electricity, floods or high water, leaks from the roof or elsewhere, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of any kind, or by any act or neglect of other persons. Licensee shall give immediate verbal or written notice to the Port in case of fire or accident at the moorage slip referenced herein and/or the physical area adjacent thereto, or of any defects, damage, or injury therein. Licensee shall, at Licensee's sole expense, have the responsibility to insure its personal property upon the Port's premises or adjacent thereto, including but not limited to in the moorage slip referenced herein against physical loss or damage by any or all perils, and against claims for liability.

4. PORT REGULATION

This agreement is subject to the Port's Rules and Regulations at Cap Sante Marina and Cap Sante Marina Schedule of Rates and Fees, hereinafter referred to as "Regulations", as the same may be amended from time to time and the Regulations are hereby adopted by this reference as part hereof. It is a condition of this agreement that Licensee shall abide by all Port rules and regulations, and secure the compliance of its agents, guests, invitees, and employees therewith. The provisions of the Regulations are in addition to the provisions of this agreement and, in the event of conflict between the provisions of the Regulations and this agreement, this agreement shall control.

5. ACCOUNT IN GOOD STANDING

This agreement is based upon mutual understanding that Licensee's account will remain in good standing, which includes but is not limited to notifying the Port of any change in contact information, including mailing address, e-mail address or phone number. If at any time the account becomes delinquent, this agreement is cancelable by the Port and the moorage permit may be revoked. The Port may take permissible actions to collect delinquent Port charges or to deem vessels abandoned or derelict.

6. HOLD HARMLESS

Licensee hereby agrees to protect, indemnify, defend (with legal counsel acceptable to the Port) and to hold and save harmless the Port, its elected officials, agents and employees, their successors and assigns, heirs, executors, and administrators from and against all demands, liabilities, obligations, fines, claims, claims for mechanics liens, damages, penalties, causes of action, judgments, costs, and expenses (including without limitation attorney's fees and expenses) (collectively "Claims") due to, resulting from, or arising from:

Cap Sante Marina Annual Moorage Agreement

- Acts, failure to act, or omissions of Licensee, its servants, agents, invitees, guests and employees on or about Port property;
- The Licensee's use of Port property or any part thereof, including but not limited to, floats, docks or piers, ramps and approaches, buildings, sidewalks, curbs, parking lots, streets or ways;
- Any failure on the part of Licensee to perform or comply with any rule, ordinance, contract or agreement term, or law;
- Hazardous substances on Port property, to adjacent property, or into the waters of Fidalgo Bay caused in whole or in part by or arising from the activities of Licensee, its agents, or any other person or entity on the Port's property as a result of Licensee's activities during any period of time that Licensee has occupied all or a portion of the Port's property during the term of this agreement or any previous agreement.

ONLY TO THE EXTENT OF CLAIMS AGAINST LICENSEE BY THE PORT, THE UNDERSIGNED LICENSEE HEREBY WAIVES ITS IMMUNITY UNDER THE INDUSTRIAL INSURANCE ACT RCW TITLE 51, THE LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT, THE JONES ACT, AND OTHER SIMILAR WORKERS COMPENSATION STATUTES.

THE UNDERSIGNED LICENSEE HEREBY AGREES TO INDEMNIFY THE PORT FOR THE CONCURRENT NEGLIGENCE OF THE PORT AND THE UNDERSIGNED LICENSEE TO THE EXTENT OF LICENSEE'S NEGLIGENCE.

This indemnity agreement does not apply when such damage or injury is caused solely by negligent or intentional acts of the Port, its elected officials, agents, or employees.

7. SLIP CONDITION AND MAINTENANCE

Marina premises adjacent to the slip designated herein have been inspected by Licensee and are accepted by Licensee in their present condition as is, where is, and with all faults. Licensee shall keep the slip designated herein and adjacent finger float in a safe, neat, clean, orderly, and sanitary condition at all times, and shall not dump or discharge waste, petroleum products, garbage, or other hazardous substances (as that term is defined in RCW 70.105D and other environmental laws) into the waters of the Marina. Licensee agrees that it will not disturb the Port, or any of its licensees or tenants, by making or permitting any disturbances or any unusual noise, vibrations, or other disturbing conditions. Licensee shall at all times comply with Federal, State, County, City, and Port laws, ordinances and regulations, rules and special instructions issued by the Port's Executive Director or his or her agents.

8. USE OF SLIP

This agreement includes the right to moor Licensee's vessel to the adjacent float. Use of this float is in common with others and Licensee shall not place equipment, structures, or other items on the float, nor shall Licensee alter, add to, damage, or otherwise disturb the float structure. No bumper materials shall be fastened to a float structure without the Port's prior written approval. Licensee shall not maintain anything that may be dangerous to life, or limb, or permit any objectionable noise or odor on its boat, Marina premises, or premises adjacent thereto, or permit anything to be done on said premises which, in any way, will tend to create a nuisance or to disturb any other vessel owner, guest, or Licensee of the Port. Licensee further agrees not to use said moorage slip in a manner that is in violation of any applicable laws, ordinances, rules or regulations.

Upon termination of this agreement, Licensee shall vacate the slip referenced herein and the physical area adjacent thereto, leaving the same in the same condition in which originally accepted, reasonable wear and tear excepted, broom clean, free of debris and Licensee's personal property. If any of Licensee's property is not removed from Port property by the conclusion of this agreement, the Port, though not required to, may, at its sole option, elect any of the following remedies, which are cumulative:

- To remove any or all of the items and dispose of them without liability to Licensee. The Port shall not be required to mitigate its damages, to dispose of the property in a commercially reasonable manner, or to make effort whatsoever to obtain payment for such items. Licensee agrees to pay the Port's costs and damages associated with Licensee's failure to remove such items ("Disposal Costs"), provided that any net proceeds recovered by the Port in excess of its Disposal Costs will be deducted from Licensee's financial obligations. Licensee's financial obligations shall survive the termination of this agreement;
- To have title to any or all of such items revert to the Port;
- To commence suit against Licensee for damages or for specific performance.

9. OVERHANG

In order to protect people walking the docks and vessels navigating the fairways, Cap Sante Marina has a "no overhang" policy for vessels moored at the Marina. This means that if any portion of a vessel or its gear (i.e. swim step, bow pulpit, bow sprit, rails, outboard motors, etc.) extends over the end of the finger float or the walkway, the vessel is considered too long for the slip. Licensee recognizes the "no overhang" policy and attests that the vessel designated herein fits the assigned slip. Licensee acknowledges Port staff will measure the vessel for official length overall (LOA) and failure to fit the assigned slip, including future modifications to the vessel affecting LOA, will be grounds for immediate termination of this agreement.

Under certain circumstances, and limited to specific areas in the Marina for which safety allows, exceptions to the "no overhang" policy may be granted upon the prior written approval of the Marina Harbormaster, based upon the Harbormaster's

Initials

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discretion. The Port reserves the right to withhold its consent to exceptions under any future agreements and other exceptions requested by Licensee and the Port's granting of an exception to the "no overhang" policy shall not be interpreted as a waiver of this right.

10. TRESPASSERS

The Port is not responsible for unauthorized persons using the slip referenced herein or for the removal of such persons and their property therefrom.

11. UTILITIES ELECTRICITY

Fee for base electric service is the monthly rate designated herein, due and payable as is the moorage fee provided for in paragraph 1 above. If Licensee is provided electrical service in excess of the base service, he or she shall pay for the excess service as billed for the same. Should electrical service charges become delinquent, the Port shall have the right to disconnect all power until Licensees' account is brought current. Licensee agrees to pay all connecting and disconnecting charges relative to electrical service. The Port does not guarantee the continuity or characteristics of electrical service and its compatibility with the vessel's electric circuit protector, if any, or any effects of electrolytic action. All extension cords must be three wire grounded type of an adequate size, and with the proper sized plug ends, to handle the amperage being used. Improper cords will be impounded by the Port and will be returned only when a proper cord has been fitted.

WATER

Water service is provided at no additional cost. However, Port staff will turn off the dock water supply during periods of potential freezing weather or for maintenance and repair. Licensee shall be prepared to be without dockside water supply for extended periods during times where freezing may occur, or during maintenance and repair of the water system.

12. SUBSTITUTION OF VESSEL

Initials

If Licensee intends to substitute a different vessel for the one designated herein, the Port gives no assurance that the slip assignment designated herein will accommodate such other vessel or that another slip assignment will be available. Therefore, no vessel shall be substituted for that one designated herein without the prior approval of the Port. If the vessel designated herein is moored in another slip (other than that assigned herein), it will be subject to transient moorage rates, unless specifically authorized by the Port.

13. ASSIGNMENT AND TRANSFER

Licensee shall not assign, transfer, or sublet this agreement and/or the slip designated herein, or any partnership or other interest in either, without first obtaining an amendment to this agreement from the Port authorizing such action and no rights hereunder in or to said moorage slip shall pass by operation of law or other judicial process or through insolvency proceedings. For the purpose of this agreement, any change of ownership including sale, liquidation, or other disposition of some or all of the corporate stock or limited liability company units will be considered an assignment. Use of the designated slip is personal to Licensee and a person purchasing the vessel or any partnership or other interest therein from Licensee will not thereby acquire rights under this agreement, or rights to use the slip in the absence of such an amendment. In the absence of express authorization by means of an amendment to this agreement, failure of Licensee to keep title to the vessel documented or registered under applicable Federal, State, or foreign law and regulations exclusively in the name of Licensee shall constitute a violation of this agreement subject to the termination provisions of paragraph 19 below. The Port reserves the right to withhold its consent to any future amendment to this agreement requested by Licensee even though on occasion it may consent to one or more such amendments.

14. EMERGENCY AUTHORITY

In the event Licensee's vessel, or a vessel in an adjacent slip is, in the sole judgment of the Port, subject to loss, destruction, or damage from any cause, the Port may, but is not required to, carry out any procedure which the Port deems reasonable to endeavor to prevent any such loss, destruction, or damage, including removing the vessel to dry land storage. Dry land storage fee and the cost of haul out will be charged to Licensee's account. Any costs so incurred by the Port shall be for the benefit of Licensee and Licensee shall hold the Port harmless from all such costs or expenses so incurred. For the purpose of carrying out any procedures as contemplated by this paragraph and/or for the purposes of incurring any expenses as hereinafter contemplated, Licensee does hereby hold the Port harmless from any loss, destruction, or damage to the vessel described herein and personal property located thereon. The authority granted in this paragraph shall be exercised only at times when, in the sole judgment of the Port, an emergency is deemed to exist, and such authority may be carried without notice to Licensee.

15. REASSIGNMENT

Moorage may be reassigned, at the option of the Port, to other slips or spaces within the Marina to accommodate repairs, improvements, maintenance, construction, emergencies, or when otherwise desirable in the Port's opinion. In the event of reassignment, Licensee shall receive a new slip as nearly comparable in location to the slip designated herein as is available and the Port will take reasonable measure to notify Licensee of reassignment. In the event Licensee is not available, Licensee hereby grants the Port and its agents and employees access to the vessel for relocation. As provided in paragraph 3, the Port does not assume any responsibility for the vessel on the basis of the foregoing rights.

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16. PROOF OF OWNERSHIP AND REGISTRATION

Initials

Licensee shall provide the Port with proof of ownership establishing Licensee as the legal owner or operator of the vessel moored at the Marina, and that the vessel is registered in compliance with the laws of the State of Washington. Appropriate documentation includes Coast Guard Documentation and/or Washington State Registration. Licensee shall provide the Port with updated documentation upon annual registration renewal. Failure to provide and maintain current documentation as required may be grounds for termination of this agreement. If not registered, by initialing, Licensee intends to register the vessel according to Washington State Department of Licensing. Licensee also acknowledges receipt of Washington State vessel registration and tax requirements.

17. INSURANCE

Initials

The Port does not provide any type of insurance, which would protect Licensee's personal property from loss by fire, theft, or any other type of casualty loss. It is Licensee's responsibility, at Licensee's expense, to maintain at all times current insurance during the entirety of the moorage agreement. Pursuant to RCW 53.08.480, the Port requires proof of marine general, legal and pollution liability insurance. The liability portion of Licensee's policy shall cover all claims for personal injury (including death) and property damage (including all real and personal property located at the moorage slip referenced herein) arising on the Port's property or arising out of Licensee's obligations. Coverage limits vary, and are dependent on vessel length overall. At all times, the limits of liability shall be not less than three hundred thousand dollars (\$300,000) for each occurrence and in the aggregate for vessels under 66' in length and not less than one million dollars (\$1,000,000) for each occurrence and in the aggregate for vessels 66' in length and over. It is Licensee's responsibility to secure such insurance to protect itself and its property against all perils of whatever nature in an amount at least equal to the total value of all moored property. If Licensee fails to obtain insurance, then Licensee hereby indemnifies the Port and waives all claims against the Port and releases the Port from any and all liability. Licensee automatically assumes all risk of loss to property that would be covered by such insurance. Licensee shall make no claim whatsoever against the Port's insurance in the event of any loss.

In addition, the Port requires that it be named as an additional insured with respect to these policies and receive proof of insurance upon every change or renewal of said policies. The policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended, or canceled with respect to the Port except upon forty-five (45) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and the Port's elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the Port as an additional insured will not be effected by any act or omission by Licensee that might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is the subject of a claim or suit; and (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another. The Port reserves the right to amend insurance requirements at any time. Failure to provide and maintain current insurance as required may be grounds for termination of this agreement.

Licensee believes and states that the insurance obligation herein does not exceed that which the Licensee would otherwise normally place upon itself and obtain in order to operate its business in a prudent manner.

18. CONDUCT AND BEHAVIOR

Behavior that disturbs or creates a nuisance for others as reasonably determined by the Marina Harbormaster is not permitted. Complaints regarding Licensee, Licensee's guests, or other customer or Licensee behavior shall be referred to the Marina Harbormaster. In a case of emergency, call 911. Repeated nuisance behavior by Licensee and/or Licensee's guests, may be grounds for termination of this agreement.

Conduct or language, in any form of communication, directed at Port staff or Commissioners that seriously alarms, annoys, harasses, or is detrimental to such person will not be allowed on Port property. When the conduct is of such a nature as would cause a reasonable person to suffer emotional distress and actually causes the Port staff or Commissioner to suffer from emotional distress, the conduct may result in the actor being trespassed from Port property and/or the Port terminating this agreement, without prior notice. Such agreement termination may be appealed within five (5) business days of the Port providing the notice of termination. Such appeal must be made to the Port's Executive Director in writing, specifying the exact nature of the appeal. All decisions of the Executive Director are final.

19. TERMINATION

Initials

Termination without Cause: The Port may terminate this agreement without cause by giving written notice to Licensee more than thirty (30) days prior to the scheduled termination date. Notice to Licensee of termination without cause shall be considered delivered to Licensee upon three (3) days after such notice is deposited in the United States mail, postage prepaid, addressed to the Licensee at the address provided in the Customer Information section of this agreement. The effective termination date will be the termination date set forth in the written notice.

The Licensee may terminate this agreement without cause by giving notice to the Harbor Office, at any time, after the initial 30-day term, on the date that Licensee intends to terminate the agreement. However, in the event moorage is

Cap Sante Marina Annual Moorage Agreement

cancelled by Licensee prior to the expiration of the twelve-month commitment, as detailed in paragraphs 1 and 2 above, the Licensee will be billed retroactively at the monthly rate beginning with the first day of this agreement through the termination date. The effective termination date in this circumstance will be the date Licensee's notice of termination is received by the Harbor Office. In no event shall a later intended date of termination be specified in the notice. Vessel(s) remaining in the Marina after the notice date are subject to transient boat rules, regulations, and daily rates.

Termination for Default: If Licensee shall fail to keep and perform any of the terms, covenants or conditions herein contained or made reference to, and shall fail to remedy any such default within ten (10) days after written notice thereof by the Port to Licensee, or make any false disclosure herein, the Port may at its option declare this agreement terminated and Licensee's right to possession ended. The Port, without further notice to Licensee, may re-enter said slip and adjacent float without process of law, using force as may be necessary, to remove all property therefrom and the Port shall not be liable for any damage by reason of such re-entry for forfeiture. Notice to Licensee for termination for default shall be considered delivered to Licensee three (3) days after such notice is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Licensee at its address provided in the Customer Information section of this agreement. If by reason of any default on the part of Licensee in the performance of any of the provisions of this agreement and/or the Regulations, it becomes necessary for the Port to employ an attorney, Licensee agrees to pay all costs, expenses and attorney fees expended or incurred by the Port in connection therewith. Termination by the Port shall not prejudice the right of the Port to collect all money owing for whatever has been provided in exchange for the debt incurred. The Port shall not, by any re-entry or other act, be deemed to have accepted any surrender by Licensee of the moorage slip or be deemed to have relieved Licensee of any obligation under this agreement.

20. **NONWAIVER**

Neither the acceptance of payment, nor any other act or omission of the Port after default by Licensee, nor anything contained in this agreement shall operate as a waiver of any past or future default by Licensee, or to be construed as a waiver by the Port of any rights and privileges created by this agreement nor a waiver by the Port of any other right or remedy.

21. **INVALIDITY OF PARTICULAR PROVISIONS**

If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

22. **ENTIRE AGREEMENT**

This agreement expresses the complete understanding of the parties hereto. No promises, representations, or commitments have been made by the other party as a basis for this agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, unless such promises or representations are reduced to writing in the form of a modification to this agreement. No modification or amendment of this agreement shall be valid unless evidenced in writing and signed by both parties.

23. **GOVERNING LAW**

This agreement and the rights of the parties thereto, shall be governed and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action jurisdiction and venue shall lie exclusively in Skagit County, Washington and not in the Federal courts of any jurisdiction.

24. **DISCLOSURE**

Licensee warrants that the information relative to the vessel to be moored at the slip herein and those associated with its ownership and operation is correct.

THIS LICENSE CONTAINS INDEMNIFICATIONS, LIMITED WAIVERS OF PROTECTION UNDER TITLE 51 AND EQUIVALENT WORKER COMPENSATION SCHEMES AND A RELEASE OF CLAIMS.

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CUSTOMER INFORMATION

Last Name:	First Name:	Email:
Last Name:	First Name:	Email:
Billing Address:		
City:	State:	Zip Code: Country:
Phone: ☐ H ☐ C ☐ W	Phone: ☐ H ☐ C ☐ W	Phone: ☐ H ☐ C ☐ W
Emergency Contact:		Phone Number:

BOAT AND SLIP INFORMATION

Space/Slip Assigned:		Slip Size:		Boat Name:	
Boat Type:	☐ Sail Boat ☐ Power Boat	Boat Use:	☐ Commercial ☐ Pleasure	☐ Government ☐ Other	Builder/Model: Year:
Length:	Beam:	Length Overall (LOA):			
Registration Number:	Reg. Expiration:	Please Upload (or Attach) Copy of Vessel Documentation or Registration			
Please Upload (or Attach) Copy of Insurance Card, or complete information below:					
Insurance Provider:	Policy Number:	Policy Expiration:	Insurance Phone Number:		

BILLING INFORMATION

Monthly Moorage Rate:	Start Billing:
Moorage Leasehold Tax:	Contract Expiration:
Subtotal Monthly Obligation:	Special Instructions:
Base Electrical Charge:	
Environmental Fee:	
Monthly Dock Box Fee:	
Dock Box Leasehold Tax:	
Total Monthly Obligation:	

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the later of the dates indicated below. By signing below, each signatory represents that he or she has authority on behalf of his or her respective party to enter into this agreement, which shall be binding upon the parties according to its terms.

MOORAGE LICENSEE(S):

Signature:	Signature:
Print Name:	Print Name:
Date:	Date:

Cap Sante Marina Annual Moorage Agreement

PORT OF ANACORTES:	
Signature:	Title:
Print Name:	
Date:	

OFFICE USE ONLY		
	☐ Received Copy of Current Registration	☐ Received Proof of Insurance
Account Number:	☐ Contract Updated/Entered	☐ Recurring Updated/Entered



City Council Agenda Bill

Meeting Date: February 24, 2025 **Agenda Item:** 6.g.

Agenda Item Title: Contract Award: Commercial Avenue Enhancement Project – Design #19-097-TRN-001

Staff Contact(s): Logan Lee, Andrew Rheume

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$120,440.00 to Osborn Consulting, Inc. to provide design services and bid assistance to the Commercial Avenue Multimodal Enhancement Project that will include grinding out and inlaying the existing asphalt pavement, add delineated bicycle lanes, and remove and replace or add new ADA ramps along Commercial Avenue from the intersection of 14th Street to through the intersection at 34th Street.

Background:

1. History: The City of Anacortes is involved in a long-term effort to advance a complete street along the length of Commercial Avenue, and the Commercial Avenue Multimodal Enhancement project is an overlay and channelization project. This project will coordinate with the proposed improvements for the Commercial Avenue Complete Streets Project Phase 1 at the north end and the improvements proposed as part of the Q Avenue phase of the R Avenue Long-term Improvements at 29th Street. This contract will take the 60% design of the project to full design, bid package, and engineering support through construction. This work was previously contract with HW Lochner, the design engineer switched employment to Osborn Consulting. By switching the contract to Osborn Consulting the city will procure this work cost effectively.
2. Key Terms:
 - Contract is on a time and materials basis not-to-exceed \$120,440.00.
 - The period of performance is from contract inception through December 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.

Budget Impact:

Consultant	Osborn Consulting, Inc.
Contract Amount	\$120,440.00
Earmarked Funds	Approved 2025 CFP budget for the project is \$3,500,000
BARS #	105.720.595.30.63
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/2025

Previous Action: On [January 21, 2025](#), City Council directed to proceed with this project without grant funding.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 19-097-TRN-001 with Osborn Consulting, Inc. in the amount of \$120,440.00 to perform the Commercial Avenue Enhancement Project – Design phase.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 19-097-TRN-001
2. Q Ave 32nd to 29th Vic Maps



AGREEMENT #19-097-TRN-001

Between
THE CITY OF ANACORTES
AND
OSBORN CONSULTING, INC.

COMMERCIAL AVENUE ENHANCEMENT 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 Osborn Consulting, Inc., hereinafter referred to as the "Consultant".

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall provide design services and bid assistance for the Commercial Avenue (SR 20 Spur) Multimodal Enhancement project that will include grinding out and inlaying the existing asphalt pavement, add delineated bicycle lanes, and remove and replace or add new ADA ramps along Commercial Avenue from the intersection of 14th Street to through the intersection at 34th Street. Tasks are detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Logan Lee, 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 **One Hundred Twenty Thousand Four Hundred Forty-Four Dollars (\$120,440.00)**. The estimated price per task is identified in Exhibits A and B.

3. **Period of Performance.** The period of performance under this Agreement is from inception through December 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.org. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

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

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

12. **General and Professional Liability Insurance.**

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

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

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

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

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

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

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

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

G. Verification of Coverage: The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Consultant shall furnish evidence of all subcontractor coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

20. **Right to Terminate Agreement.**

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

reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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

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

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

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

25. **Disputes**

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

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

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

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

mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

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

27. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, executive proclamations, all applicable Washington Dept. of Labor & Industries (L&I) and Occupational Safety & Health Administration (OSHA) safety standards, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

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

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

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

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

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

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

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

CITY OF ANACORTES

OSBORN CONSULTING, INC.

By _____

By _____

Date _____

Title _____

Date _____

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).

EXHIBIT A

SCOPE OF WORK

Project Name:	Commercial Avenue (SR 20 Spur) Multimodal Enhancement
Client:	City of Anacortes
Prime Consultant:	Osborn Consulting
Contract Number:	

BACKGROUND

The Commercial Avenue (SR 20 Spur) Multimodal Enhancement project is an overlay and channelization project that will include grinding out and inlaying the existing asphalt pavement, add delineated bicycle lanes, and remove and replace or add new ADA ramps along Commercial Avenue from the intersection of 14th Street to through the intersection at 34th Street. The project will coordinate with the proposed improvements for the Commercial Avenue Complete Streets Project Phase 1 at the north end and the improvements proposed as part of the Q Avenue phase of the R Avenue Long-term Improvements at 29th Street. The City of Anacortes (City) is engaged in a long-term effort to advance a complete street along the length of Commercial Avenue. The improvements included as part of this project are not expected to be long-term (20 or more years) as the City expects to build out the Complete Streets project in phases as funding is available.

It is our understanding design for this project has completed the WSDOT Channelization Plan phase and full design documentation was paused by the City at 60% design. The design and construction of this project is fully funded through City funds.

This scope includes design services to make the project Ad Ready. The scope includes bid assistance but does not currently include construction services. An amendment to the scope will be needed to add construction services to the contract should the City require Osborn Consulting's (Consultant) services at that time.

SCOPE OF WORK

Task 1 Project Management

This task covers the management, administration, and coordination of the work by the Consultant defined in this Contract including project management, preparation of monthly invoices, project schedule maintenance, and overall coordination with the City. Consultant services for this task are outlined in the following sections.

Assumptions

- The project duration for the design phase will be five (5) months from the date this contract is executed.
- This scope of work includes support during advertisement. It does not include services during construction. This may be added through a future amendment.
- All submittals will be made electronically. No hard copies to be provided.

Subtask 1.1 *Project Management Plan (PMP)*

The Consultant will develop a Project Management Plan to outline the key project milestones, communication protocols, and other guidelines for the execution of the project. The PMP will be distributed to the Consultant team at the onset of the project.

Deliverables

- Project Management Plan (one submittal).

Subtask 1.2 *Project Coordination*

The Consultant's Project Manager will be responsible for managing the design team and coordinating with the City's Project Manager. Monthly monitoring of the design budget will occur over the course of the project. Responding to emails and phone calls from the City as information becomes available or issues come up over the course of the project shall be provided by the Consultant.

Subtask 1.3 *Project Schedule*

The Consultant and the City will jointly develop an overall project schedule using Microsoft Project showing all major and supportive activities. The schedule shall be arranged to meet key target dates. The Consultant shall update the schedule monthly to reflect the status of the project.

Client Responsibility

- Coordination with Consultant on project schedule.

Deliverables

- Initial Project Schedule and up to four (4) Schedule Updates in .PDF format.

Subtask 1.4 *Coordination Meetings with City, WSDOT, & Kick-Off Meeting*

The Consultant will prepare for and attend a kick-off meeting with the City to discuss the task order scope, schedule, and goals. The meeting will confirm project goals, discuss the design development previously completed, and review and agree upon any design changes to be made to the original design documents.

The Consultant will also attend biweekly (every two weeks) conference call meetings with the City's project management staff for the duration of the project (design phase) to discuss project progress, issues, and upcoming milestones.

It is also anticipated that up to one meeting will be required with local WSDOT staff.

Client Responsibility

- Attendance in biweekly meetings.
- Attendance in WSDOT review meeting.
- Attendance in kick-off meeting.

Assumptions

- All meetings will be held virtually using Microsoft Teams, or a similar platform.
- One Consultant staff member will attend up to ten (10) meetings with the City project management staff, lasting thirty (30) minutes each.

- One Consultant staff member will attend up to one (1) meeting with the City and WSDOT lasting thirty (30) minutes.
- The Kick-Off meeting with the City will last up to 1.5 hours (90 minutes) and will be attended by up to three (3) Consultant staff members. The Consultant will develop the agenda and meeting notes.

Deliverables

- Attendance of biweekly conference call check-in meetings with the City.
- Preparation and attendance in the kick-off meeting.
- Summary of Action Items after each meeting.

Subtask 1.5 Status Reporting

Monthly invoices will be prepared by the Consultant according to the City's requirements for work activities for the prior month. These invoices will be accompanied by monthly progress reports and schedule updates. Invoices will include back-up material for all expenses.

Consultant Services

The invoices will be submitted electronically with attached monthly status reports that describe the following:

- Services completed during the month.
- Schedule updates and financial status summaries.

Client Responsibility

- Review and approval of monthly invoices.

Assumptions

- Total of six (6) invoices will be prepared for the duration of the project.
- The invoices will include a summary of the work completed.

Deliverables

- Monthly Invoices and Status Report

Task 2 Data Gathering and Assessment

This task covers the collection and analysis of existing conditions information for the project conducted to develop the design. It is our understanding a topographic survey was not prepared for this project and will not be included as part of the completion of this task. Collection and review of existing conditions will be as described below.

Subtask 2.1 General Data Gathering

The Consultant will coordinate the collection of existing conditions data and review all available information.

Consultant Services

- Desktop Review: The Consultant will perform a desktop review of the existing information for the site. This will include review of the City's GIS information and other readily available information including the 60% plans, specifications, reports, comments from the City and WSDOT, and ADA ramp data provided by the City.
- Site Visit: A site visit will be performed to collect data, backcheck roadway slopes at key intersections, and photograph the site.

Client Responsibility

- The City will provide any available information for the site including GIS data, as-built files, ADA ramp measurement files, previous WSDOT and City comments, and previous plans, aerial background, specifications, contract documents, and engineer's estimate prepared prior to the project being paused.

Assumptions

- It is assumed that the City's GIS information and in-house AutoCAD files supplemented with field observations include sufficient information to confirm the existing conditions for preparation of the design and construction documents.
- All submittals will be made electronically. No hard copies will be provided.
- No professional land surveying, geotechnical investigations, or cultural resources investigations will be required.
- Approval of the Channelization Plan, Summary of Design, and Maximum Feasibility Documents by WSDOT is complete and will serve as the basis of final design. No updates to these documents will be required.

Subtask 2.2 Utility Coordination

The Consultant will provide evaluation of potential utility conflicts prior to the 90% submittal at each of the proposed ADA ramps or intersection improvements. This will include documenting potential vault and handhole relocation opportunities to meet ADA and WSDOT ramp guidelines.

Client Responsibility

- Provide contact information for franchise utility owners within the project limits.

Assumptions

- No potholing will be required.
- Up to two (2) total coordination meetings will be held with all affected utility providers.

Deliverables

- Utility conflict exhibits for coordination with utility providers.

Task 3 Permitting Support

This task includes assisting the City in preparing a State Environmental Policy Act (SEPA) Checklist that covers the proposed project improvements. The SEPA Checklist, if required, will evaluate the potential environmental impacts and the avoidance and minimization measures for project elements for the natural and built environment. The SEPA Checklist will be prepared early in the 90% Design phase to capture a

conservative estimate of potential project impacts and precede any permits that may be required by the City.

Assumptions

- The City will lead preparation of the SEPA application. The Consultant will provide a project description and construction take-offs or quantities for incorporation into the SEPA Checklist.
- The design document plan set, or a subsection of the plan set, will be sufficient for submittal with the SEPA Checklist. A separate plan set is not anticipated to be required by the City.
- This scope of work only includes applying for a SEPA Determination through the City. The anticipated SEPA Determination is a Determination of Nonsignificance (DNS). The project is not anticipated to trigger a Determination of Significance requiring an Environmental Impact Statement level of review.
- A public notice mailing list and its coordinate distribution will be provided by the City.
- The Consultant is not responsible for permit or public notice fees.
- No field investigations are included in this task. All work will be conducted using publicly available information.
- This scope of services does not include work related to permit appeals. Should support for permit appeals be required, a separate scope of services will need to be developed.
- No permit specific or pre-application meetings will be required.
- The scope assumes one (1) round of review and comments prior to submittal.

Deliverables

Support for City permitting.

Task 4 Stakeholder Coordination and Public Outreach Support

This task is to assist the City with Stakeholder Outreach and Coordination. The feedback collected will support the development of the design.

Consultant Services

- Attendance in up to two (2) 1-hour meetings with the City to prepare for outreach events.
- Attendance in up to one (1) 2-hour virtual outreach events.
- Up to 20 staff hours are included for this task.
- Development of up to two (2) outreach exhibits that showcase the proposed design.

Client Responsibility

- The City will lead the outreach efforts including the development and implementation of the Outreach Plan, the preparation of all outreach events, the project site website updates, and the development of project surveys.

Assumptions

- The outreach exhibit will consist of a roll plot of the proposed channelization plan.

Deliverables

- Attendance in meetings (up to one Consultant staff member)
- Development of outreach exhibits (up to two total)

Task 5 90% PS&E

For the 90% design, the Consultant will review the design prepared by others to confirm it meets current design requirements and advance the design based on the City and WSDOT comments provided on the 60% plans and Channelization for Approval plans. A full PS&E package for the design will be developed by the Consultant.

- The following plans are anticipated for the 90% submittal (up to 45 total sheets):
 - Cover sheet including a vicinity map and sheet index (1 sheet)
 - General Notes including applicable Standard City Notes (1 sheet)
 - Roadway Sections including dimensions of roadway and transition areas (1 sheet)
 - Paving Plan to identify objects to be removed or demolished by the contractor, delineate limits of grinding and overlaying asphalt pavement, call out objects to be preserved or adjusted, and include erosion and sedimentation control BMPs (8 sheets)
 - Curb Ramp Plan (one intersection per plan, up to 22 total)
 - Channelization Plans (7 sheets)
 - Traffic Control Plans (5 sheets)
- A brief stormwater design memorandum will be included to document whether the project is required to address any Minimum Requirements from Ecology's 2019 Stormwater Management Manual for Western Washington.

Client Responsibility

- Provide latest City General Special Provisions and front-end documentation (Divisions 0-1).
- Review of deliverables
- Design input
- Provide deliverables to WSDOT for cursory review and comments.

Assumptions

- Applicable federal, state, and local codes and current design standards will be followed including City of Anacortes Public Works Standards, WSDOT Standard Plans and Specifications, and Ecology Standards (Ecology's 2019 *Stormwater Management Manual for Western Washington*).
- The project will not be required to address Ecology Minimum Requirements as it is considered a pavement maintenance project overlaying existing asphalt with asphalt without expanding the area of coverage and replacing ADA ramps in place with expanding the area of coverage per Ecology's 2019 *Stormwater Management Manual for Western Washington*. A memorandum will document this.
- Stormwater management improvements will only consist of resetting existing catch basin structure rims to match the replaced curb and gutter. No conveyance evaluations or improvements are proposed.

- Curb ramp placement and design will follow WSDOT Standard Plan M 21-01, WSDOT Design Manual M 22-01, and the Public Right-of-Way Accessibility Guidelines (PROWAG) 2023.
- No topographical survey will be conducted.
- The Consultant team will develop project special provisions (Divisions 2-9) and the Bid Schedule based on the Cost Estimate. The City will prepare the remainder of the bidding documents.
- It is expected WSDOT will want one final review of the project plans to confirm the documents follow the WSDOT-approved Channelization Plan and because Commercial Avenue is also a State highway.

Deliverables:

- 90% Plans
- 90% design-level project Engineer's Estimate of Probable Construction Costs
- Draft Project Specifications (Divisions 2-9)
- Stormwater Design Memorandum.

Task 6 100% PS&E

The Consultant will refine the design and associated deliverables for the project to the Final Design and PS&E Phase. The Consultant will produce bid-ready plans, specifications, and a cost estimate.

Client Responsibility

- Review of deliverables

Assumptions

- The same number and type of sheets will be included from the 90% Design.
- The Consultant team will update the project special provisions (Divisions 2-9) and the Bid Schedule based on the Cost Estimate. The City will prepare the remainder of the bidding documents.
- Resolution of City and WSDOT comments after review of the 90% deliverables will only require up to one resubmittal response to comment review letter prior to approval.

Deliverables

- Responses to City's and WSDOT's 90% Comments
- 100% Contract Plans
- 100% Engineer's Estimate of Probable Construction Costs
- 100% Project Specifications (Divisions 2-9)
- Bid-Ready PS&E Package

Task 7 AD & AWARD SUPPORT

The Consultant will assist the City in advertising the project for construction contractor bids. For the effort, the Consultant will:

- Coordinate with City staff to effectively respond to written Requests for Information.
- Respond to field bidder questions (RFIs) and provide clarifications, as necessary.

- If necessary, revise PS&E documentation and prepare corresponding addenda.
- If requested by the City, attend pre-bid conference and site visit to answer questions or provide design clarifications to potential bidders and subcontractors.

Client Responsibility

- Prepare and maintain a listing of bidders
- Review bidder questions and design team RFIs
- Setup and manage pre-bid conference.
- Prepare bid tabs, evaluation apparent low bid, and make recommendation for contract award

Assumptions

- Up to four (4) RFI responses and
- Up to two (2) addenda will be developed to aid construction bidding.

Deliverables:

- Written responses to contractor requests for information.
- Addenda.
- Updated engineer's estimate incorporating addenda, as required.
- Updated "Issued for Construction" drawings and bid proposal form, as required.

Task 8 Project Close Out

The Consultant will gather the work files from team members and organize and combine to one file. The Consultant will prepare a summary contract close out document and will provide a package in electronic formats, PDF.

Deliverables:

- Summaries of items discussed will be included in the monthly status reports.
- Project files in electronic format (PDF, AutoCAD, Microsoft Word, and Excel).
- Design Reports and Documentation
- Contract PS&E

Task 9 CONSTRUCTION SUPPORT (Future Phase)

- Services for construction support will be defined through a contract amendment, if required.

GENERAL ASSUMPTIONS

- All submittals will be made electronically. No hard copies will be provided.
- Applicable federal, state, and local codes and current design standards will be followed including City of Anacortes Public Works Standards, WSDOT Standard Plans and Specifications, and Ecology Standards (Ecology's *2019 Stormwater Management Manual for Western Washington*).
- All key design decisions will be made during the 90% design (Task 5.3), and no significant changes to the design will be made after the 90% design submittal.
- No property acquisition will be required.

- Water Quality and Flow control facilities will not be required for the project.
- No wetland or critical areas will be impacted by the proposed improvements.
- The project will not impact contaminated soils.
- Existing trees will not be impacted by the proposed improvements, and an arborist review will not be required.
- QC review will be performed for all deliverables by the Consultant.
- Utility relocations will not be included. Coordination with utility companies will be performed by the City.
- The design of irrigation systems will not be required for the project.
- No structural design will be required for the project.
- No electrical engineering or lighting will be required for the project.
- The project will not impact any intersection signals.
- For all deliverables, the City will provide consolidated review comments. Conflicting comments will be resolved by the City.
- Design Review meetings for each milestone will last up to one (1) hour each and will be virtual.
- The City will be responsible for submitting all relevant deliverables to WSDOT for review.

PROJECT BUDGET

Task ID	TASK DESCRIPTION	BUDGET
Task 1	PROJECT MANAGEMENT	\$ 17,680.00
Task 2	DATA GATHERING AND ASSESSMENT	\$ 4,520.00
Task 3	Permitting Support	\$ 2,580.00
Task 4	STAKEHOLDER COORDINATION AND PUBLIC	\$ 2,700.00
Task 5	90% PS&E Package	\$ 53,830.00
Task 6	100% PS&E Package	\$ 31,650.00
Task 7	AD & AWARD SUPPORT	\$ 4,710.00
Task 8	PROJECT CLOSEOUT	\$ 2,540.00
Expenses		\$ 224.00

Total \$ 120,434.00

Rounded Up= \$ 120,440.00

PROJECT MILESTONE SCHEDULE

The anticipated project schedule for the above tasks milestones is as follows:

- Project Notice to Proceed – March 2025
- 90% Design Submittal – April 2025
- 100% Design Submittal – June 2025

EXHIBIT B

Project Title: City of Anacortes Commercial Ave (SR 20 Spur) Multimodal Enhancements
Contract #:
Amendment #:

Task ID	TASK DESCRIPTION	BUDGET
Task 1	PROJECT MANAGEMENT	\$ 17,680.00
Task 2	DATA GATHERING AND ASSESSMENT	\$ 4,520.00
Task 3	Permitting Support	\$ 2,580.00
Task 4	STAKEHOLDER COORDINATION AND PUBLIC	\$ 2,700.00
Task 5	90% PS&E Package	\$ 53,830.00
Task 6	100% PS&E Package	\$ 31,650.00
Task 7	AD & AWARD SUPPORT	\$ 4,710.00
Task 8	PROJECT CLOSEOUT	\$ 2,540.00
Expenses		\$ 224.00
Total		\$ 120,434.00

Rounded Up= \$ 120,440.00

Project Title: City of Anacortes Commercial Ave (SR 20 Spur) Multimodal Enhancements
Contract #:
Amendment #:

TASK ID	SUB TASK ID	TASK DESCRIPTION	OSBORN CONSULTING									CONSULTANT #2			Task Estimated Cost	Total Est. Hours	% of Total Contract Value	Rounded Estimated Cost
			Principal (QC)	Project Manager	Project Engineer	Design Engineer	Senior Engineering Technician	Design Technician III	Senior Project Accountant	Administration III	Expense	Title / Role	Title / Role	Expenses				
			\$ 302.00	\$ 269.30	\$ 181.00	\$ 130.00	\$ 186.00	\$ 152.00	\$ 176.54	\$ 137.64	\$ 1.00							
1		PROJECT MANAGEMENT																
	1.1	Project Management Plan (PMP)	1	4												5		
	1.2	Project Coordination		20												20		
	1.3	Project schedule		8												8		
	1.4	Coordination Meetings with City, WSDOT, & Kick-off Meeting		10	5	2					\$ 56.00					17		
	1.5	Status Reporting		5	8				8	5						26		
		SUBTOTAL	1	47	13	2	0	0	8	5	\$ 56.00	0	0	\$ -	\$ 17,672.62	76	14.7%	\$ 17,680
2		DATA GATHERING AND ASSESSMENT																
	2.1	General Data Gathering		1	8	8					\$ 112.00					17		
	2.2	Utility Coordination		1	2	4		4			\$ 56.00					11		
		SUBTOTAL	0	2	10	12	0	4	0	0	\$ 168.00	0	0	\$ -	\$ 4,516.60	28	3.8%	\$ 4,520
3		Permitting Support																
	3.1	SEPA Support																
	3.1A	Provide Project Description & Construction Quantities		1	4			8								13		
	3.1B	SEPA Review			2											2		
		SUBTOTAL	0	1	6	0	0	8	0	0	\$ -	0	0	\$ -	\$ 2,571.30	15	2.1%	\$ 2,580
4		STAKEHOLDER COORDINATION AND PUBLIC OUTREACH SUPPORT																
	4.1	Develop Outreach Exhibits			1	4		6								11		
	4.2	Attend Public Outreach Events		4												4		
		SUBTOTAL	0	4	1	4	0	6	0	0	\$ -	0	0	\$ -	\$ 2,690.20	15	2.2%	\$ 2,700
5		90% PS&E Package																
	5.1	90% Design Plans & Estimates																
	5.1A	Design Plans			24	60	8	80								172		
	5.1B	Cost Estimate		1	6	6		8								21		
	5.1C	Draft Project Specifications (Divisions 2-9)		2	8											10		
	5.1D	Stormwater Design Memorandum		2	4	10		4								20		
	5.1E	QA/QC	30	20	2	2		4								58		
	5.1F	Bi-weekly design meetings (for the duration of task; 60 minutes each)		5	5	5	1	5								21		
		SUBTOTAL	30	30	49	83	9	101	0	0	\$ -	0	0	\$ -	\$ 53,824.00	302	44.7%	\$ 53,830
6		100% PS&E Package																
	6.1	100% Design Plans & Estimates																
	6.1A	Response to City's and WSDOT's 90% Comments			2	4										6		
	6.1B	Contract Plans			8	24	4	40								76		
	6.1C	Engineer's Estimate of Probable Construction Costs		1	2	4		6								13		
	6.1D	Project Specifications (Division 2-9)			2											2		
	6.1E	Bid Ready PS&E Package		2	4	8										14		
	6.1F	QA/QC	30	8	2	2		4								46		
	6.1G	Bi-weekly design meetings (for the duration of task; 60 minutes each)		3	3	3		3								12		
		SUBTOTAL	30	14	23	45	4	53	0	0	\$ -	0	0	\$ -	\$ 31,643.20	169	26.3%	\$ 31,650
7		AD & AWARD SUPPORT																
	7.1	Written Responses to Contractor RFI's		1	2	4										7		
	7.2	Addenda		1	2	4		2								9		
	7.3	Updated Engineer's Estimate Incorporating Addenda, as Required			1	2										3		
	7.4	Updated "Issued for Construction" Drawings and Bid Proposal form, as Required			1	2		8								11		

		SUBTOTAL	0	2	6	12	0	10	0	0	\$ -	0	0	\$ -	\$ 4,704.60	30	3.9%	\$ 4,710
8		PROJECT CLOSEOUT																
	8.1	Summary of Items Discussed		1	1											2		
	8.2	Project Files in Electronic Format				2										2		
	8.3	Design Reports and Documentation				1										1		
	8.4	Contract PS&E		1	2			4	1	2						10		
		SUBTOTAL	0	2	3	3	0	4	1	2	\$ -	0	0	\$ -	\$ 2,531.42	15	2.1%	\$ 2,540
9		CONSTRUCTION SUPPORT (FUTURE PHASE)																
	9.1	RFI & RFQ Response																
	9.2	QA/QC																
	9.3	Design Review Meetings																
	9.4	Record Drawings																
		SUBTOTAL	0	0	0	0	0	0	0	0	\$ -	0	0	\$ -	\$ -	0	0.0%	\$ -
X		EXPENSES																
		SUBTOTAL									\$ 224.00			\$ -	\$ 224.00		0.2%	\$ 230
		TOTAL ESTIMATE FOR ALL TASKS (hours)	61	102	111	161	13	186	9	7		0	0		650	650	hours	
		TOTAL ESTIMATE FOR ALL TASKS (\$)	\$ 18,422	\$ 27,469	\$ 20,091	\$ 20,930	\$ 2,418	\$ 28,272	\$ 1,589	\$ 963	\$ 224.00	\$ -	\$ -	\$ -	\$ 120,377.94		fee est.	\$ 120,440

	Fee	Hours	% Total	
LABOR ESTIMATE				
OSBORN CONSULTING	\$ 120,153.94		100%	
CONSULTANT #1	\$ -		0%	
CONSULTANT #2	\$ -		0%	
TOTAL EXPENSES	\$ 224.00		0%	
TOTAL ESTIMATE	\$ 120,377.94		100.0%	\$ 120,440

Total Contract \$ 120,440.00
Management Reserve (1%) \$ 12,044.00

R AVENUE LONG-TERM IMPROVEMENT PROJECT

Q AVENUE AND 29TH STREET PHASE

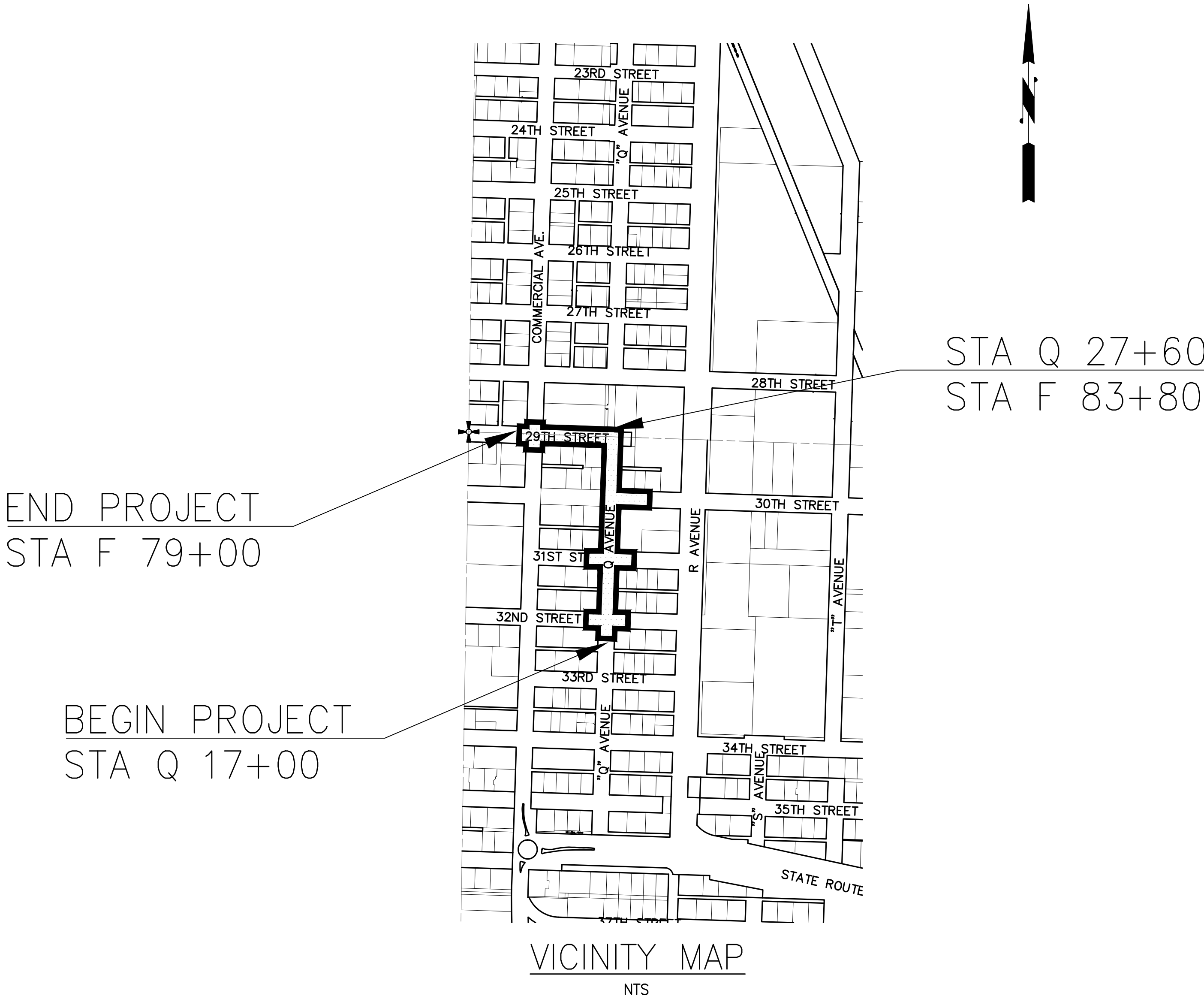
CITY OF ANACORTES

MAY 2024

CIVIL IMPROVEMENT DRAWINGS

INDEX

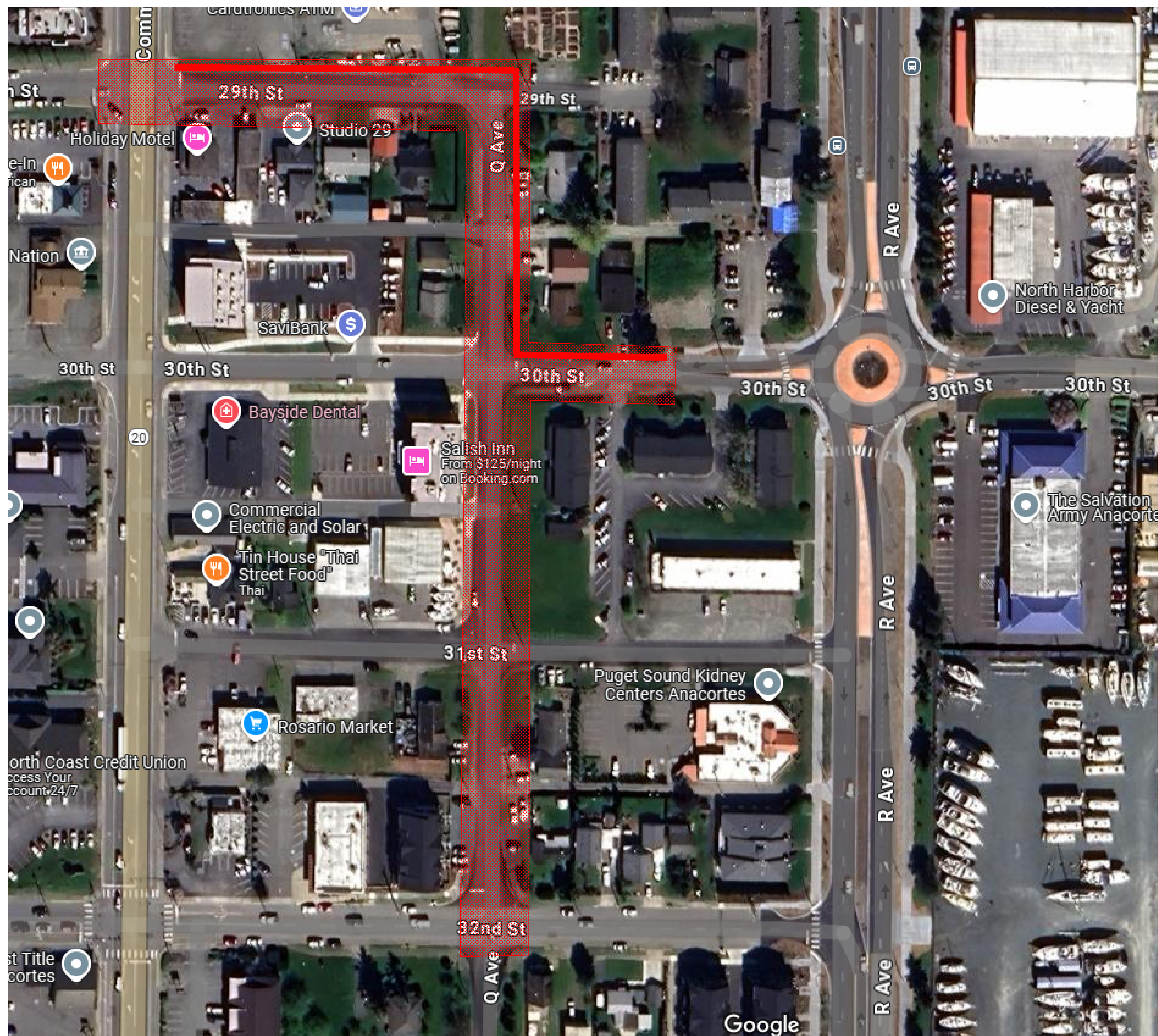
SHEET NO.	PLAN REFERENCE NO.	TITLE
1	CV1	COVER SHEET
2-4	GN1-GN3	GENERAL NOTES AND LEGEND
5-7	RS1-RS3	ROADWAY SECTIONS
8	AL1	ALIGNMENT CONTROL PLAN
9-16	SP1-SP8	EROSION CONTROL & SITE PREPARATION PLAN
17-24	RD1-RD8	ROADWAY PLAN & PROFILE
25-30	RT1-RT6	ROADWAY CURVE DETAILS
31-38	CD1-CD8	CURB RAMP AND DRIVEWAY PLAN
39-40	DT1-DT2	ROADWAY DETAILS
41-43	SD1-SD3	DRAINAGE PLAN
44-45	SD4-SD5	BIORETENTION CELL & PERVIOUS PAVEMENT DETAILS
46	DP1	DRAINAGE PROFILES
47	DR1	DRAINAGE DETAILS
48-50	WA1-WA3	WATER MAIN PLAN AND PROFILE
51-52	IL1 - IL2	ILLUMINATION PLAN
53-55	PMS1-PMS3	PAVEMENT MARKING AND SIGNING PLAN
56	LS01	LANDSCAPE SCHEDULE, LEGEND, NOTES, AND ABBREVIATIONS
57-58	LP01-LP02	LANDSCAPE PLANS
59	LD01	LANDSCAPE DETAILS



90% SUBMITTAL

NOTICE TO BIDDERS: IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

NO.	DATE	BY	APPR.	REVISIONS	APPROVED FOR CONSTRUCTION		NOT FOR CONSTRUCTION	CONSTRUCTION			CITY OF ANACORTES R AVENUE LONG-TERM IMPROVEMENT PROJECT		DRAWING NUMBER
													CV1
					ENGINEERING MANAGER	DATE					COVER SHEET Q AVENUE AND 29TH STREET		SHT <u>1</u> OF <u>59</u>
					PROJECT MANAGER	DATE							
					PROJECT ENGINEER	DATE							
							A. KIM DESIGNED BY						
							A. KIM DRAWN BY						
							M. RANDALL CHECKED BY						
							M. RANDALL APPROVED BY						
							DATE: 05/29/24						



5/29/2024 10:03 AM I:\BLV\PRJ\000017092\7_Engineering\5_Q Avenue\Plans\17092-sheet-Plan&Profile - Q.dwg

CONSTRUCTION NOTES:

- 1 CONSTRUCT CONCRETE TRAFFIC CURB AND GUTTER PER WSDOT STD PLAN F-10.12-04
- 2 CONSTRUCT ROUNDABOUT CURB AND GUTTER (CURB2) PER WSDOT STD PLAN F10.18-03
- 3 CONSTRUCT CEMENT CONCRETE PEDESTRIAN CURB PER WSDOT STD PLAN F-10.12-04
- 4 RELOCATE EXISTING UTILITY STRUCTURE
- 5 CONSTRUCT CEMENT CONCRETE SIDEWALK PER WSDOT STD PLAN F.30-30.10-04
- 6 CONSTRUCT CEMENT CONCRETE CURB RAMP TYPE PERPENDICULAR A PER WSDOT STD PLAN F-40.15-04
- 7 CONSTRUCT CEMENT CONCRETE CURB RAMP TYPE PERPENDICULAR B PER WSDOT STD PLAN F-40.15-04
- 8 CONSTRUCT CEMENT CONCRETE CURB RAMP TYPE PARALLEL A PER WSDOT STD PLAN F-40.15-04
- 9 CONSTRUCT CEMENT CONCRETE DRIVEWAY ENTRANCE TYPE PER SHEET DWG. CD8.
- 10 INSTALL TEXTURED DETECTABLE EDGE TREATMENT PER DETAIL 9, DT1
- 11 CONSTRUCT ROUNDABOUT TRUCK APRON CEMENT CONCRETE CURB AND GUTTER PER DETAIL 2, SHEET DT1
- 12 INSTALL HOT MIX ASPHALT PAVEMENT PER ROADWAY SECTION PLAN
- 13 ADJUST UTILITY STRUCTURE OR LID TO FINISHED GRADE.

- 14 SEE DRAINAGE PLAN FOR NEW AND EXISTING DRAINAGE INFORMATION.
- 15 CONSTRUCT CEMENT CONCRETE CURB RAMP TYPE COMBINATION PER WSDOT STD PLAN F-40.14-03.
- 16 TO THE LARGEST EXTENT, PROVIDE PROTECTION OF EXISTING TREES, BUSHES, SHRUBS, AND ROOT SYSTEMS THAT WILL REMAIN AFTER CONSTRUCTION.
- 17 REMOVE FEATURE AND REPLACE WITH FEATURE SLIP-RESISTANT LID.
- 18 CONSTRUCT CONCRETE BIKE RAMP
- 19 REMOVE AND REPLACE EXISTING MONUMENT CASE AND COVER TO FINISHED GRADE.
- 20 CONSTRUCT TEXTURED AND PIGMENTED CEMENT CONC. PAVEMENT TRUCK APRON PER RS3.
- 21 CONSTRUCT TRUCK APRON CONCRETE CURB & GUTTER TRANSITION PER DETAIL 1, SHEET DT1.
- 22 CONSTRUCT 18" CONCRETE GUTTER PER DETAIL 10, SHEET DT1
- 23 REINSTALL MAILBOX ON NEW SUPPORT TYPE 1 PER WSDOT STD PLAN H-70.10-02
- 24 INSTALL PERVIOUS CONC. PAVEMENT PARKING AREA PER ROADWAY SECTIONS AND DETAIL DR1
- 25 CONSTRUCT ASPHALT TRANSITION RAMP
- 26 INSTALL CHAIN LINK FENCE PER WSDOT STD PLAN L.30.10-02
- 27 RELOCATE WATER VALVE OUT OF ADA RAMP. SEE STORM PLANS FOR NEW LOCATION

GENERAL NOTES

1. SEE DRAINAGE, WATER, AND ILLUMINATION PLANS FOR UNDERGROUND UTILITY LOCATIONS.
2. SEE SHEETS CD1-CD8 FOR ADA RAMP AND DRIVEWAY VERTICAL AND HORIZONTAL INFORMATION.
3. SEE RT PLANS FOR CURB RETURN LAYOUTS AND PROFILES.

NO.	DATE	BY	APPR.	REVISIONS

APPROVED FOR CONSTRUCTION	
ENGINEERING MANAGER	DATE
PROJECT MANAGER	DATE
PROJECT ENGINEER	DATE

A. KIM DESIGNED BY
A. KIM DRAWN BY
M. RANDALL CHECKED BY
M. RANDALL APPROVED BY
DATE: 05/16/24

NOT FOR CONSTRUCTION



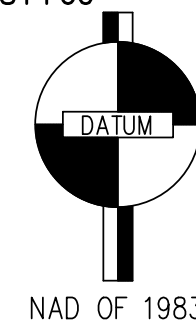
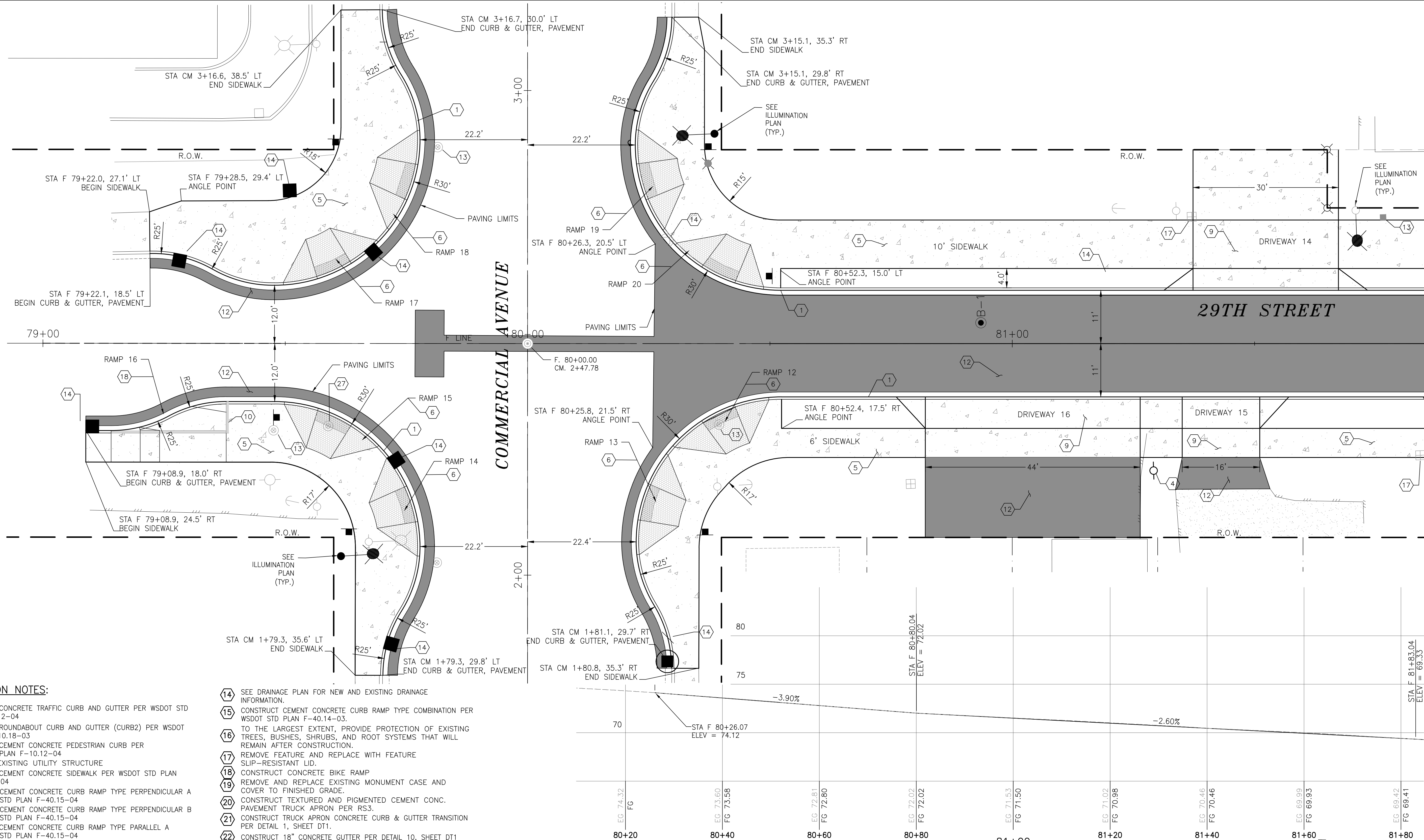
CITY OF ANACORTES
R AVENUE LONG-TERM IMPROVEMENT PROJECT

ROADWAY PLAN & PROFILE
29TH STREET

DRAWING NUMBER

RD7

SHT 23 OF 59



MATCH LINE STA 81+85, DWG. RD5



City Council Agenda Bill

Meeting Date: February 24, 2025 **Agenda Item:** 6.h.

Agenda Item Title: Contract Modification – Dedicated Internet Access at NoaNet's Burlington Point of Network Presence #24-102-FBR-001

Staff Contact(s): Emily Schuh

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Modification
Emily Schuh	

Item Summary: City staff seeks Council consent to issue a contract modification to NoaNet to increase the Dedicated Internet Access at NoaNet's Burlington point of network presence from 12 Gbps to 15 Gbps and extend the term for an additional 24 months.

Background:

1. **Reason for Contract Change:** The increase is needed due to an increased demand and customer base for fiber service.
2. **History:** The City has established a municipally-owned Internet Service Provider (ISP) providing affordable high-speed Internet, dark fiber, and Metro Ethernet services throughout the City of Anacortes over our community-owned fiber optic infrastructure. The City requires Dedicated Internet Access (DIA) as we are establishing a City-managed ISP service.
3. **Key Terms:** monthly rate increase from \$3,450 to \$4,310 for 54 months, term is extended from 36 months to a total of 60 months.
4. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements and as such the City made an informal request for proposals.

Budget Impact:

Vendor	NoaNet
Original Agreement Amount	\$3,450 x 36 months = \$124,200

	Paid for 6 months = \$20,700
Total After Modification	$\$3,450 \times 6 \text{ months} = \$20,700$ $\$4,310 \times 54 \text{ months} = \$232,740$ Total = \$253,400
BARS #	001.260.532.10.41
Budget Amendment Required?	No
Start Date	9/7/2024
End Date	9/7/2029

Previous Action: Contract #[24-102-FBR-001](#) with NoaNet was approved at the [3/11/2024](#) City Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with NoaNet under Contract 24-102-FBR-001, increasing the monthly DIA rate to \$4,310 for a total contract price of \$253,400.

Alternative Actions: Not approve the modification.

Attachments (listed in order presented):

1. 24-102-FBR-001 Modification 01
2. 25 0224 NoaNet DIA Contract



Date February 24, 2025
Page 1 of 1 Page

Contract Title	Dedicated Internet Access at NOANET's Burlington Point of Network Presence
Contractor	NORTHWEST OPEN ACCESS NETWORK ("NOANET")

The Parties agree that the NOANET Service Order quote #ES14507, identified as COA Contract #24-102-FBR-001, is hereby modified to reflect an upgrade from 12Gbps to 15Gbps of Internet Access as of the modification execution date, and an additional 24 months added to the term, as detailed in NOANET Service Order quote #ES151418 which is attached hereto and incorporated by reference as Exhibit A. Per the Service Order Acceptance signed 9/11/2024, the service term began on 9/7/2024 and will now continue through 9/7/2029.

The terms and conditions of Master Services Agreement identified as COA #23-111-FBR-001 apply.

All other terms of the contract remain unchanged.

CITY OF ANACORTES

NORTHWEST OPEN ACCESS NETWORK

By _____

By _____

Date _____

Date _____



Service Order Acceptance

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

Order # SO12104
Sales Rep Scott, Keisha D
Total NRC 0.00
Total MRC 3,450.00

Service Description:
This is a request for a 12Gbps Dedicated Internet
Access to 311 Cedar St, Burlington, WA 98233.

NoaNet CID	Order Type	A Location	Z Location	Effective Date	# of months
BUR/WTN/INT00008028.0	New	311 CEDAR ST BURLINGTON WA 98233		8/27/2024	36

CFA

Billing Inquiries:
Please direct all billing inquiries to billing@noanet.net for a prompt response.

Escalation:
Please call the NoaNet Network Operations Center (NOC) at 866-662-6380 for any technical assistance regarding your new service. In the event that the NOC is unable to resolve your query immediately or provide you a time in which it will be resolved, please ask to speak with a NOC Supervisor or Manager for further assistance or contact our Operations Director, Tina Meier at 509-843-7040, or via email at tina.meier@noanet.net. You may also contact your Account Manager at any time for assistance. Your Account Manager will work with Operations to resolve your problem expeditiously.

Attached you will find a Service Order Acceptance form to complete and return to us within 5 calendar days from the Form Date. The form is to be emailed to oft@noanet.net. If NoaNet does not receive this form within the 5 day window it is assumed that the service is acceptable as is and billing will begin on the NoaNet Start of Service/Turn Up Date noted above.

Please fill in the appropriate information below. Please feel free to attach additional pages as necessary to provide as much information as possible.

Accept Service:

NoaNet Turn Up Date:

- ☐ The service order above has been installed and is working to our satisfaction as of the NoaNet Turn Up Date
- ☒ The service order above has been installed and is working to our satisfaction as of: 09/07/2024
- ☐ Please schedule an engineer to assist with testing or troubleshooting of our end user equipment on the service. The best times and dates for us are:
- ☐ We will be testing our end user equipment until:

Deny Service:

Customer Denial Date:

- ☐ The service order above has not been installed or is not working to our satisfaction for the following reason:
- ☐ The service order above has been installed but is not working with our end user equipment. Please schedule an engineer to assist with testing of the service. The best dates for us are:
- ☐ Other:

Signature ecshull
Date 9/11/2024

NoaNet Network Operations Center Contact
Access NOC Line: 1-877-230-5711
Transport NOC Line: 1-866 662-6380
Email: noc@noanet.net

The logo is contained within a dark blue rounded rectangle. On the left, the word "access" is written in a light blue, lowercase, sans-serif font. To the right of the text is a graphic consisting of eight horizontal yellow lines of varying lengths, stacked vertically and slightly offset to the right, creating a sense of motion or signal. Below the word "access" is the text "ANACORTES FIBER INTERNET" in a white, uppercase, sans-serif font.

access

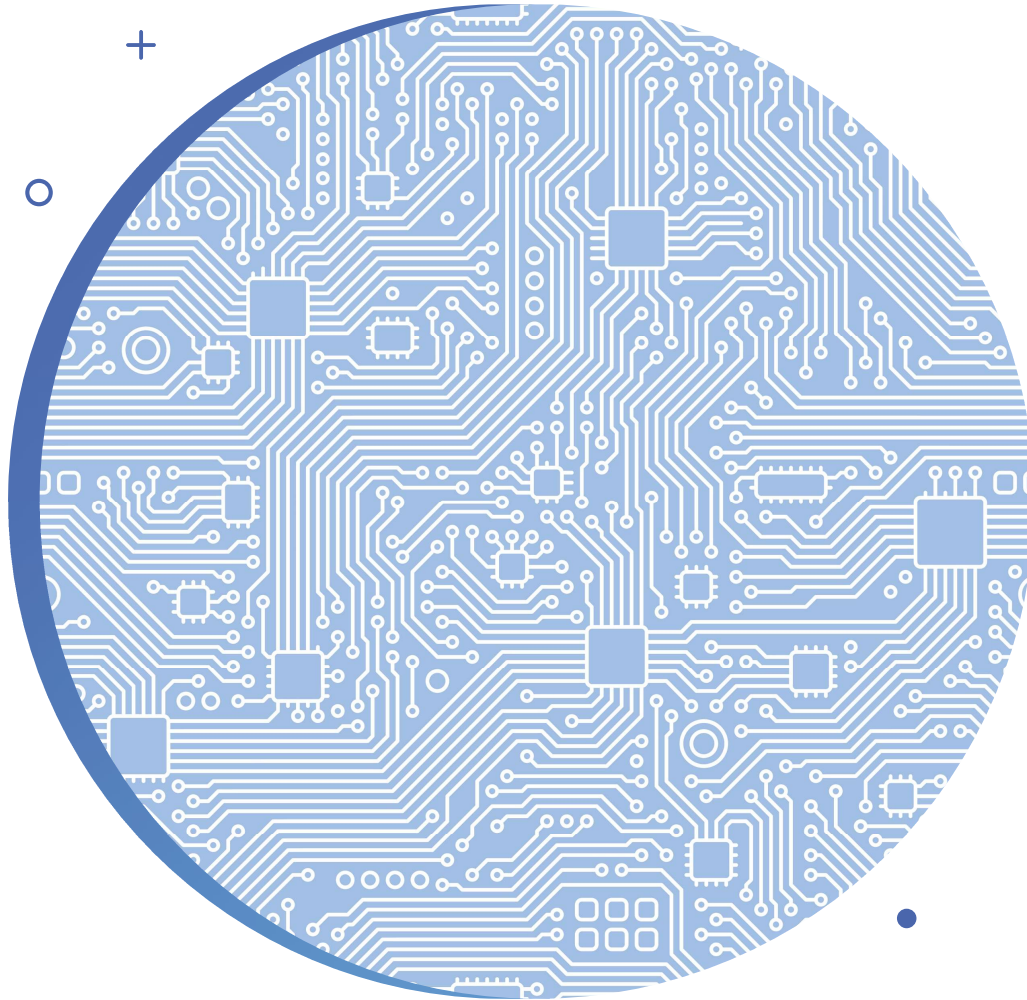
ANACORTES FIBER INTERNET

Contract Award:
Dedicated Internet Access- NoaNet
#24-102-FBR-001 MODIFICATION 01

Business Continuity & Resilience

❖ **Network diversity & redundancy**

City contracts with multiple service providers along diverse paths for upstream internet connectivity



Dedicated Internet Access

❖ **Peak download traffic currently 10-11 Gbps in evening**

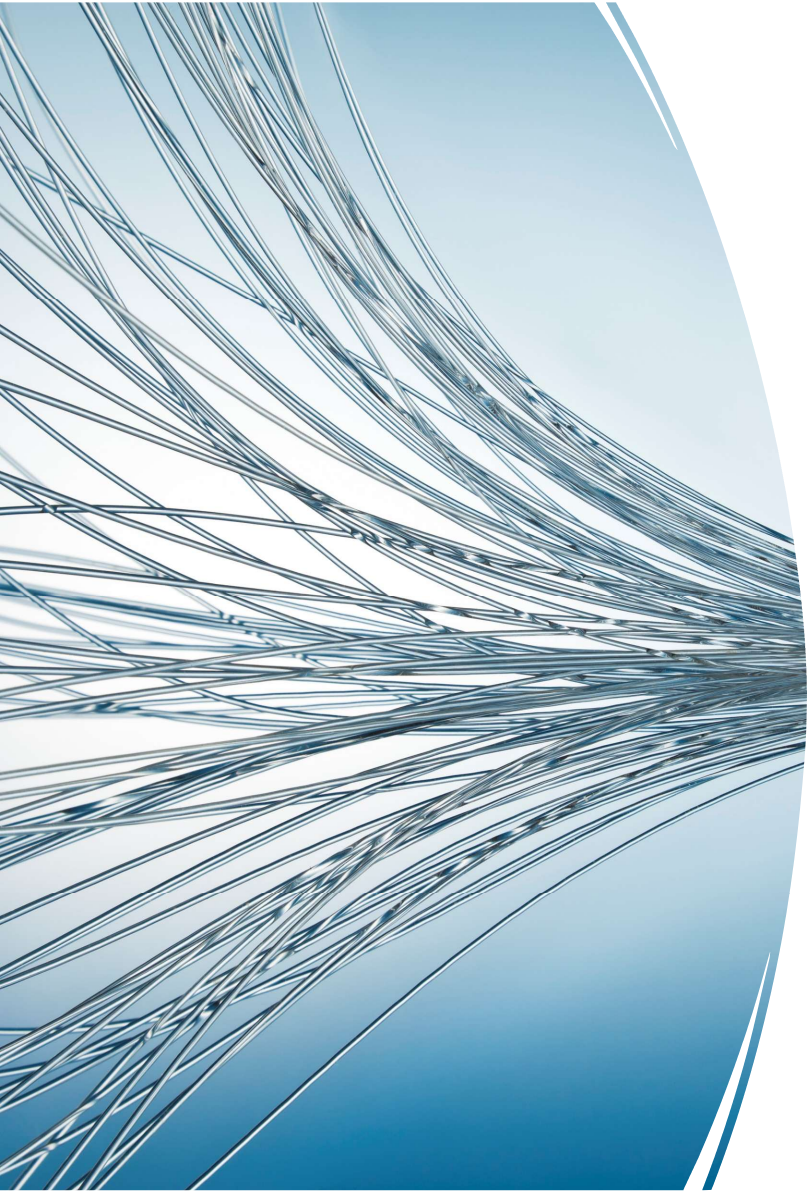
This contract provides 15 Gbps symmetrical service over a 100Gbps interface

Allows City to increase primary Internet source as customer base grows



Business Overview

Residential	Count	Monthly Revenue	Commercial	Count	Monthly Revenue	Other Customers
100Mbps	773	\$ 30,147.00	100Mbps	50	\$ 4,450.00	\$ 1,127.00
100Mbps managed	673	\$ 32,977.00	100Mbps managed	49	\$ 4,851.00	\$ 1,156.25
1Gbps	590	\$ 40,710.00	1Gbps	58	\$ 8,642.00	\$ 693.75
1Gbps managed	421	\$ 33,259.00	1Gbps managed	21	\$ 3,339.00	\$ 462.50
One Static IP	5	\$ 45.00	One Static IP	24	\$ 216.00	\$ 1,235.50
Five Static IPs	3	\$ 60.00	Five Static IPs	19	\$ 380.00	\$ 310.50
Total:	2457	\$ 137,198.00	Total:	178	\$ 21,878.00	
Grand Total		\$ 164,061.50				
	EDA	West End	Guemes View	AD HOC	Pilot Area	Total
Potential Customers	1815	2302	872	369	2273	7631
Sign-ups	910	1230	481	22	1323	3966
Take-Rate	50.1%	53.4%	55.2%	6.0%	58.2%	52.0%
In-Service	56	1004	339	10	1226	2635
Percentage of Orders in Service	6.2%	81.6%	70.5%	45.5%	92.7%	



Terms

Terms and conditions of City's Master Service Agreement #23-111-FBR-001 apply to this service order

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