

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube Channel](#), or on TV [Channel 10](#).
- 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

April 7, 2025
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Food Waste Prevention Week (Announcement)
 - b. Fiber Committee (Report)
 - c. Information Technology Committee (Report)
 - d. Finance Committee (Report)
 - e. Housing Affordability and Community Services Committee (Report)
 - f. Public Works Committee (Report)
 - g. Library Committee (Report)
 - h. Port / City Liaison Committee (Report)
 - i. Public Safety Committee (Report)
 - j. Personnel Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of March 24, 2025 (Action)
 - b. Approval of claims in the amount of \$1,842,949.28 (Action)
 - c. Special Event: Shipwreck Fest (Action)
 - d. Special Event: Pride Parade (Action)
 - e. Free Movie Night on Kingsway (Action)

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

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

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

- f. Contract Award: Fire Department Motorola APX Next Radios #25-081-AFD-001 (Action)
- g. Contract Award: WTP Filter Rotork Actuators #25-103-WTR-001 (Action)
- h. Contract Award: Paper To Digital Permitting - Large Format Building Files Digitization #24-282-PLN-002 (Action)
- 6. **Public Hearings**
 - a. * Approval of Renewal of a Master Permit for Telecommunications Use of Right of Way for City of Anacortes / ACCESS Anacortes Fiber Internet Installation in accordance with AMC Chapter 5.38.160 (Discussion/Action)
- 7. **Other Business**
 - a. * Thompson Trail Trestle Feasibility Study (Discussion)
 - b. Interlocal Amendment: Grant Funding For 2025 Periodic Comprehensive Plan Update #24-036-PLN-002 (Discussion/Action)
 - c. Contract Award: WTP High Service Pump #4 VFD Retrofit #25-055-WTR-001 (Discussion/Action)
- 8. **Adjournment**

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

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

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PROCLAMATION

Food Waste Prevention Week - April 7th – 13th, 2025

WHEREAS, up to 35% of all food produced is thrown away and wasted, including food that is safe and nutritious and could help feed those in need; and

WHEREAS, everyone benefits from better utilizing food resources, creating stronger and more sustainable communities; and

WHEREAS, a family of four can save an average of \$1,600 per year by reducing wasted food; and

WHEREAS, food in landfills decomposes slowly, releasing methane gas, a potent contributor to climate change: and

WHEREAS, our community can help conserve shared resources - such as land, water and energy - that are used to produce and transport food that ultimately goes uneaten;

NOW, THEREFORE, the Anacortes City Council does hereby proclaim the week of April 7th through 13th, 2025, as **Food Waste Prevention Week** in Anacortes, to encourage all residents to reduce food waste to save money, conserve resources, and support a healthy planet.

Passed this ____ day of _____.

MAYOR MATT MILLER
ANACORTES, WASHINGTON

ATTEST: City Clerk



City Council Agenda Bill

Meeting Date: April 7,
2025

Agenda Item: 5.a.

Agenda Item Title: Minutes of March 24, 2025

Staff Contact(s): Greg Francioch

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

Greg Francioch

Minutes

Greg Francioch

Item Summary:

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Public Comment Sign-In Sheet 2025-04-07
2. 2025-03-24 Minutes draft

Municipal Building Council Chambers
904 Sixth Street

PUBLIC COMMENT SIGN IN SHEET

Please print your name legibly so we can recognize you correctly in the minutes. Thank you!

Topic

Parking on 6th ST

~~TTT Ail~~

PUBLIC SAFETY DEER SHOOTING

PARKING

7th ST

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Anacortes City Council Minutes - March 24, 2025

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of March 24, 2025 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, and Amanda Hubik were present.

Councilmember Hubik participated in the meeting remotely via Zoom.

Councilmember McDougall was absent. Mr. Fantini moved, seconded by Mr. Young to excuse Mr. McDougall, motion carried unanimously by voice vote.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

The Mayor reminded everyone that March 31 was a 5th Monday and no Council meeting would be held. He also told citizens the US Navy was welcoming comments on the draft amended analysis of the Environmental Impact Statement related to the E-18G Growler of NAS Whidbey; There will be 2 open houses on April 1 and 2 in Oak Harbor, and a virtual meeting on April 3rd. More information can be found at: www.nepa.navy.mil/growler.

Falconer - Caitlyn O'Neill

Public Works director Andy Rheume introduced the Falconer Caitlyn O'Neill with AirStrike, who then introduced the falcon Crash, who is a Harris hawk, and is being used to non lethally mitigate the congregation of seagulls around city hall, and should effect a radius of several blocks. She explained that she brings Crash around City Hall multiple times a week, and the birds (seagulls) are predator averse, and are reluctant to nest in areas that they consistently see these birds of prey. Kaitlyn answered a number of questions from the council, and Crash endured pictures from the staff.

Planning Committee

Mr. Walters reported from the Planning Committee meeting held directly before the Council meeting. The topics discussed included the local sub division process; the prior weeks Comprehensive Plan open house; and the Planning Commission briefing on the Climate oriented Planning Committee on the new Climate Element of the Comp Plan. He also talked about a Northstar housing symposium on Friday June 6 at the Swinomish Casino. Mr Walters also said he would be hosting an open house the following day Tuesday the 25th at 4:00 PM at the Library to discuss the upcoming hospital special levy, and the Guemes ferry haul out.

Public Comment

Theresa Baker of Anacortes shared that some people in the community believe that the council operated in an opaque manner. She suggested perhaps the Council could provide a written update monthly to let the community know the actions that the Council has taken. She suggested many topics are discussed in public forums but the final outcomes to those issues are sometimes not evident to the community.

Xuhua Mu of Anacortes made comments related to the Comp Plan open house the prior week, as well as the climate element that will be coming up later in the week. She suggested that more effective community interaction would be obtained if the consultant's materials are provided in advance for future open houses; this would enable more meaningful discussion and interaction.

Consent Agenda

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

The following vouchers/checks were approved for payment:

EFT numbers: 112024 through 112058, total \$380,833.01

Check numbers: 112060 through 112075, total \$231,293.29

Wire transfer numbers: 365695 through 3665798, total \$23,500.72

Minutes of March 17, 2025

Approval of claims in the amount of \$635,627.02

Contract Award: Eagle View Court Sewer Service Project - Survey & Analysis #25-097-SEW-001

Special Event: Anacortes Waterfront Festival and Car Show

Special Event: Whale of a Sale

Other Business

Parks and Recreation Update

Mr. Lunsford addressed the Council with a slide deck that provided a number of pictures, as well as statistical and other information about the Parks Department. Divisions within the Parks department that were covered by the update included the Anacortes Senior Activity Center (ASAC), and he explained the many events put on at the ASAC. He also presented Recreation events, including the upcoming Egg Dash on April 11, kids fishing derby on May 31, Bark in the Park on June 14, and Kids R Best July 12. He also showed pictures and explained the activities of the Arts Commission. He also explained the Forestland Issues, and development of the ACFL Plan are currently underway. The Grandview Cemetery policy update was also taking place. Mr. Lunsford also talked about the Skatepark, and the status of the as-of-yet unbuilt parking lot and restroom, for which the MJB corporation gave the city \$1M to help accomplish those projects. Mr. Lunsford also talked about the Maritime Plaza, presenting a design concept. That project has a grant lined up, and will go to bid later in the year after the festival season. He also talked about the Thompson Trail project, and on April 7 there will be a cooperative meeting held, presented in conjunction with the tribe. He also touched on work being done on the Ship Harbor trail that was destroyed by a King tide a few years back, and staff are currently searching for grant funding to repair that area. He also touched on Heart Lake shoreline restoration. He also talked about the Community Recreation Center, and informed the Council of an April 8 meeting at City Hall to further discuss the concept. The Altair Americus park was discussed and future plans for the "long overdue work" to be done there. Storvik small courts work will begin in the next 30 to 60 days. Mr. Lunsford answered questions about how the Parks department has communicated with local citizens about that upcoming work. He also gave an update on the Cap Sante lookout and the planned April 16th opening of the lookout. He also provided a pickle ball update. Mr. Lunsford wrapped up with discussion about the West End park, which is currently in the design / concept stage, results of which will be taken back to the public, likely within the next 8 weeks.

Contract Award: 2025 Waterline Replacements #25-036-WTR-001

Public Works Director Rheaume introduced the contract for the annual waterline replacement program, the contract award to low bidder SummitX. Mr. Rheaume explained the areas of the City that will be replaced, and how the selection was made. Mr. Walters clarified that these areas have a history of breaking pipes, and were planned for future overlays. Mr. Walters also asked why other areas in the same neighborhood of the same pipe vintage were not included in the area, and further discussion of pipe area selection was discussed. Mr. Young made a motion to approve the contract, seconded by Mr. Fantini, the motion passed unanimously.

Contract Award: Chevrolet Trucks Purchase #25-074-ERR-001

Operations Manager WiL Ludeman presented the contract for the purchase of 5 Chevrolet pickups. These are replacement vehicles and replacement funds out of the ERR fund are being used for the purchase. Ms. Moulton clarified these would not increase the City fleet. Mr. Walters also clarified that one of the vehicles is a hand me down that was surplus out of the ERR budget in the past, and is being replaced as a Fleet vehicle that will actually get added to the ERR budget.

Contract Award: Microsoft Enterprise Agreement - Office 365 Renewal #25-093-ITS-001

Administrative Services Director presented the Microsoft agreement for Office 365. This is the 3rd year of a 3 year agreement, and is a budgeted expense. She also explained it is a SaaS agreement (Software as a Service). Ms. Cleland-McGrath made a motion to approve the agreement, seconded by Mr. Fantini, the motion passed unanimously.

Contract Modification: March's Point Road Water Main and Bike Lane Project – Design #24-159-ENG-001

Public Works Director Andy Rheaume presented a contract modification related to the March's Point waterline project. He explained the project has been complicated by the eroding road conditions. Mr. Walters asked for clarification on the status of bike lanes on the project which Mr. Rheaume clarified. Ms. Hubik made a motion to approve the contract, seconded by Ms. Moulton, motion passed unanimously.

Ordinance 4097: Adopting AMC Chapter 10.14 Regarding Temporary Street Closures and Restrictions

City Attorney Darcy Swetnam presented some slides as well as a draft ordinance regarding the closure and restriction of street usage for heavy hauls through the City of Anacortes, and how to deal with street clearing and closures that need to take place from time to time. The presented ordinance will allow the City to close streets, and police to clear the area when necessary, without the Council having to adopt emergency resolutions as seen in the past. Council had discussion on the issue generally with City staff on the topic. Mr. Walters recognized there was a heavy haul scheduled for the coming week, and he made a motion to waive the 2-read rule, seconded by Mr. Young, the motion carried unanimously by voice vote. Mr. Walters then moved to adopt the ordinance with the following changes: replace section 2 with an emergency enactment clause to make it effective immediately; remove sections 10.14.040(A)(1) and 10.14.040(A)(2), and remove the word "regular" from Section 10.14.040(B). Ms. Hubik seconded the motion. The ordinance passed unanimously.

Adjournment

There being no further business, at approximately 7:56 p.m. the Anacortes City Council meeting of March 24, 2025 was adjourned.



City Council Agenda Bill

Meeting Date: April 7,
2025

Agenda Item: 5.b.

Agenda Item Title: Approval of claims in the amount of \$1,842,949.28

Staff Contact(s): Steve Hoglund

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

Greg Francioch

Vouchers

Greg Francioch

Item Summary:

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. 20250407 Item5b-ApprovalOfClaims

**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 April 07, 2025 City Council meeting:**
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
366916	4/15/2024	RE 41 JZ2216 L001	WASHINGTON STATE DEPARTMENT	REVIEW OF 12TH AND COMMERCIAL (SOUTH COMMERCIAL PHASE 1) PROJECT	\$ 285.67	pw1
366918	5/14/2024	RE 41 JZ2216 L002	WASHINGTON STATE DEPARTMENT	REVIEW OF 12TH AND COMMERCIAL (SOUTH COMMERCIAL PHASE 1) PROJECT	\$ 7,685.50	pw1
366919	6/17/2024	RE 41 JZ2216 L003	WASHINGTON STATE DEPARTMENT	REVIEW OF 12TH AND COMMERCIAL (SOUTH COMMERCIAL PHASE 1) PROJECT	\$ 263.96	pw1
366911	1/18/2025	Anacortes Police Dep	GERMAN SHEPHERD WATCH DOGS LLC	POLICE CANINE PURCHASE	\$ 15,000.00	apd
366358	1/20/2025	INV38905	SEAWESTERN, INC.	INTAKE VALVE W/ ELBOW	\$ 2,631.12	medic
366476	1/21/2025	759405	NELSON TRUCK EQUIPMENT CO	MAINTENANCE SUPPLIES - PUMP STATIONS - CRANE CONTROLLER	\$ 230.66	dwwtp
366363	1/21/2025	IN2189021	SEAWESTERN, INC.	SCBA REPAIR	\$ 543.72	medic
366337	1/25/2025	302902	LAKESIDE INDUSTRIES, INC.	PARKS MAINTENANCE SUPPLIES	\$ 190.06	parks1
366186	2/3/2025	9394810098	GRAINGER	MAINTENANCE SUPPLIES	\$ 110.81	dwwtp
366509	2/6/2025	TSSIN00052073	TECHNICAL SAFETY SERVICES LLC	WWTP ANNUAL BALANCE & FUME HOOD CALIBRATION & TESTING 2025	\$ 845.00	dwwtp
366920	2/18/2025	RE 41 JZ2216 L004	WASHINGTON STATE DEPARTMENT	REVIEW OF 12TH AND COMMERCIAL (SOUTH COMMERCIAL PHASE 1) PROJECT	\$ 436.51	pw1
366913	2/20/2025	9964	MIRA VISTA CARE CENTER	MEDICAL COPAY -LEOFF 1 RETIREE. LINDQUIST T	\$ 2,250.00	hr
366894	2/21/2025	20INV000693974	TOTER LLC	GARBAGE TOTES PURCHASE	\$ 11,565.45	pw1
366878	2/21/2025	INV918509	L.N. CURTIS & SONS	FLEX BADGES	\$ 154.59	apd
366554	2/26/2025	250198	T-SHIRTS BY DESIGN	UNIFORM T-SHIRT ORDER	\$ 400.38	medic
366105	2/26/2025	250199	T-SHIRTS BY DESIGN	ENGINEERING UNIFORMS	\$ 715.90	dwwtp
366904	2/27/2025	P2384-NT-2	QCC QUALITY CONTROLS CORP.	WWTP NUTRIENT REDUCTION IMPROVEMENT PROJECT - PROGRAMMING	\$ 6,384.00	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
366912	2/28/2025	222749	VANTAGE POINT SOLUTIONS, INC.	CALEA COMPLIANCE SUPPORT - FEB 2025	\$ 275.00	fiber
366652	2/28/2025	31189757	KIMLEY-HORN AND ASSOCIATES, IN	MARCH'S POINT ROAD WATER MAIN AND BIKE LANE PROJECT - DESIGN - THROUGH 2/28/25	\$ 104,478.32	pw1
366498	2/28/2025	Pay App 8	STRIDER CONSTRUCTION CO, INC	WWTP OUTFALL RELOCATION - MARINE AND UPLAND	\$ 789,316.80	pw1
365692	3/2/2025	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 3/9-4/8/25	\$ 185.11	publib
366925	3/4/2025	03/04/25	ISLAND HEALTH	JANUARY AMBULANCE SUPPLIES	\$ 2,304.64	medic
366255	3/5/2025	15927323/15927307	PAPE MACHINERY INC.	PARTS FOR EQUIP #422	\$ 103.95	dshop
366241	3/6/2025	020282	TRUE NORTH EQUIPMENT, INC	PARTS FOR EQUIP #5554	\$ 1,477.69	dshop
366234	3/6/2025	494300	DMH INDUSTRIAL ELECTRIC, INC	SERVICE FOR WATER MAINTENANCE	\$ 1,505.63	wdist
366879	3/6/2025	501770	THE LANGUAGE EXCHANGE INC	INTERPRETER SERVICES	\$ 197.01	apd
366905	3/7/2025	0205002	GEOENGINEERS, INC.	3RD PARTY REVIEW AND CRITICAL AREAS RELATED SERVICES - 11/30/24-2/21/25	\$ 1,561.00	plan
366497	3/9/2025	4712	ELOGGER INC.	ELOGGER SOFTWARE MAINTENANCE RENEWAL - 2/15/25-2/15/26	\$ 5,726.82	dwwtp
366563	3/10/2025	15930998	PAPE MACHINERY INC.	PARTS- #11961	\$ 82.01	dshop
366906	3/10/2025	31331	ANCHOR QEA, INC	FORMER WTP MATTER NO. 96	\$ 2,707.25	pw1
366251	3/10/2025	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. 3/19-4/18/25	\$ 143.93	dwtpt
366478	3/11/2025	0334268-IN	NELSON-REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES - INCINERATOR FUEL	\$ 5,596.91	dwwtp
366189	3/11/2025	1154635597	WILSON DDS, NICHOLAS J	DENTAL SERVICE, LEOFF 1 RETIREE, D MEAD.	\$ 190.00	hr
366564	3/11/2025	15930930	PAPE MACHINERY INC.	OPERATING SUPPLIES- #410	\$ 1,133.15	dshop
366353	3/11/2025	8498 30 017 0464628	COMCAST	WA PARK INTERNET SERVICE	\$ 113.16	parks1
366243	3/12/2025	1404	SKAGIT SHOOTING RANGE, LLC	USE OF CLASSROOM AND RANGE; OTR OUAL	\$ 597.85	apd
366188	3/13/2025	10942-02-25	BERK CONSULTING, INC.	SENIOR ACTIVITY CENTER NEEDS ASSESSMENT - FEBRUARY 2025	\$ 4,525.52	parks1
366191	3/13/2025	1154635597	WILSON DDS, NICHOLAS J	DENTAL SERVICE, LEOFF 1, T O'LEARY	\$ 209.00	hr

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
366190	3/13/2025	124421	MCCULLOUGH HILL PLLC	70312-003 - CITY OF ANACORTES - TOMMY THOMPSON TRAIL ENVIRONMENTAL	\$ 476.00	legal
366477	3/13/2025	760711	NELSON TRUCK EQUIPMENT CO	MAINTENANCE SUPPLIES - PUMP STATIONS - CRANE CONTROLLER	\$ 197.78	dwwtp
366059	3/14/2025	P0002-78	QCC QUALITY CONTROLS CORP.	ON-CALL PROFESSIONAL SERVICES AT THE WTP - FEBRUARY 2025	\$ 294.00	dwtpt
366346	3/15/2025	306640	LAKESIDE INDUSTRIES, INC.	2-4" ROCK SALES	\$ 120.65	dshop
366246	3/17/2025	10141-1	ANACORTES TOWING, LLC	TOWING; APD CASE 25-A01521	\$ 169.73	apd
366556	3/17/2025	31547	SKAGIT SOILS, INC.	SOIL- WATER DEPT	\$ 309.51	wdist
365791	3/17/2025	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; FEB 2025	\$ 327.00	apd
366921	3/17/2025	RE 41 JZ2374 L006	WASHINGTON STATE DEPARTMENT	REVIEW OF 12TH AND COMMERCIAL (SOUTH COMMERCIAL PHASE 1) PROJECT	\$ 3,581.59	pw1
366923	3/17/2025	RE 41 JZ2454 L002	WASHINGTON STATE DEPARTMENT	REVIEW OF WATERLINE PROJECT	\$ 827.28	pw1
366242	3/17/2025	XA116011995:01	RWC INTERNATIONAL	PARTS FOR VEHICLE #222	\$ 1,591.83	dshop
366330	3/18/2025	15940533	PAPE MACHINERY INC.	PARKS MAINTENANCE SUPPLIES	\$ 332.71	parks1
366063	3/18/2025	20250602	SYSTEMS DESIGN WEST, LLC	AMBULANCE BILLING SERVICES 2/2025	\$ 4,761.94	finance
366238	3/18/2025	375268B	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 494.57	pwfac
366239	3/18/2025	375625	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 85.20	pwfac
366104	3/18/2025	654376	USA BLUE BOOK	HYDROCHLORIC ACID	\$ 29.00	dwtpt
366236	3/18/2025	6C83015	PLATT ELECTRIC SUPPLY INC	SUPPLIES FOR FACILITIES	\$ 319.55	pwfac
366235	3/18/2025	899980	PACIFIC LAMP & SUPPLY COMPANY	SUPPLIES FOR FACILITIES	\$ 1,340.80	pwfac
366907	3/18/2025	INV-530319	JUSTICE AV SOLUTIONS	JAVS COURTROOM RECORDING EQUIPMENT AND SOFTWARE	\$ 8,976.00	court
366485	3/19/2025	0334851-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR #90009	\$ 699.36	dshop
366244	3/19/2025	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 2/20-3/4/25	\$ 1,996.31	apd
366245	3/19/2025	10146-1	ANACORTES TOWING, LLC	TOWING; APD CASE 25-A01579	\$ 228.48	apd
366896	3/19/2025	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 2/20-3/18/2025	\$ 2,197.07	publib
366187	3/19/2025	161950	SUMMIT LAW GROUP, PLLC	POLICE CBA NEGOTIATIONS	\$ 6,675.00	hr
366254	3/19/2025	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 2/20-3/18/25	\$ 290.07	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
366487	3/19/2025	199 800 0000 4	CASCADE NATURAL GAS CORP.	703 R AVE: 2/20-3/18/25	\$ 288.53	museum
366062	3/19/2025	2025 DMCMA CONFERENCE	WASHINGTON STATE COURTS, JUDICIAL CONFERENCE REGIS	ANNUAL TRAINING CONFERENCE	\$ 200.00	court
366500	3/19/2025	2407-11	MAKERS ARCHITECTURE	ANACORTES CLIMATE ELEMENT - THROUGH FEBRUARY 28, 2025	\$ 35,646.00	plan
366058	3/19/2025	25-07661	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED	\$ 22.00	dwtpt
366060	3/19/2025	25-07692	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR NORTH	\$ 154.00	dwtpt
366333	3/19/2025	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 2/20-3/18/25	\$ 638.63	parks1
366503	3/19/2025	287334328849X0327 202	AT&T MOBILITY, LLC	City Cell Phones 2/20-3/19/24	\$ 4,436.99	finance
366331	3/19/2025	304 713 4234 2	CASCADE NATURAL GAS CORP.	607 R AVE 2/20-3/18/25	\$ 17.55	parks1
366336	3/19/2025	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 2/20-3/18/25	\$ 729.81	parks1
366335	3/19/2025	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 2/20-3/18/25	\$ 18.80	parks1
366332	3/19/2025	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 2/20-3/18/25	\$ 126.52	parks1
366256	3/19/2025	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 2/20-3/18/25	\$ 390.91	medic
366184	3/19/2025	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPS: 2/20-3/18/25	\$ 913.22	dshop
366560	3/19/2025	90219620	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 6,137.07	dwtpt
366486	3/19/2025	912 800 0000 0	CASCADE NATURAL GAS CORP.	MUSEUM: 2/20-3/18/25	\$ 454.87	museum
366334	3/19/2025	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST.2/20-3/18/25	\$ 31.76	parks1
366057	3/19/2025	9341292281	GRAYBAR ELECTRIC COMPANY, INC	FIBER- PROLABS USA NOK SFP SMF SC	\$ 2,486.84	fiber
366341	3/19/2025	CA02	AIRSTRIKE BIRD CONTROL INC	CITY HALL BIRD ABATEMENT - 3/1/25 - 3/15/25	\$ 1,950.00	pw1
366055	3/19/2025	CDBG.2.2024.AHA	ANACORTES HOUSING AUTHORITY, CDBG	FINAL PAYMENT SITE II ANACORTES HOUSING AUTHORITY CDBG PROJECT	\$ 90.00	plan
366102	3/19/2025	INV2977016	COPIERS NORTHWEST, INC	S/N 2YJ30356 LIBRARY FL1 TECH SERVICES COPIER 2/18-3/17/25	\$ 54.36	finance
366915	3/19/2025	PSWO0164926	N C POWER SYSTEMS CO	WTP GENERATOR CONTROL UPGRADE	\$ 2,344.72	dwtpt
366490	3/20/2025	1479	FIDALGO CLEANING	MUSEUM CLEANING 3/6-3/20/25	\$ 200.00	museum
366489	3/20/2025	1480	FIDALGO CLEANING	HERITAGE CENTER CLEANING 3/6-3/20/25	\$ 140.00	museum
366340	3/20/2025	20080526	MCKINSTRY	CITY FACILITIES CONDITION ASSESSMENT	\$ 13,760.00	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
366917	3/20/2025	204644143	PATEL DDS, RAMAN	DENTAL COPAY, LEOFF 1 RETIREES. GERALD HEIN	\$ 426.00	hr
366103	3/20/2025	31322	SKAGIT SOILS, INC.	TOP SOIL FOR STORM PIPE RETROFIT ON 38TH	\$ 309.51	dwtpt
366344	3/20/2025	375553A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 188.10	pwfac
366343	3/20/2025	375625A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 33.47	pwfac
366789	3/20/2025	6109032088	VERIZON WIRELESS	SCADA COMMUNICATIONS - PUMP STATIONS - 2/21 TO 3/20/25	\$ 1,250.08	dwwtpt
366185	3/20/2025	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 2/20-3/18/25	\$ 1,320.06	finance
366240	3/20/2025	989 800 0000 8	CASCADE NATURAL GAS CORP.	WWTP 2/20-3/18/25	\$ 763.52	dwwtpt
366481	3/21/2025	0335023-IN	NELSON-REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 261.14	dwwtpt
366877	3/21/2025	1504	FIDALGO CLEANING	APD CLEANING & SUPPLIES 3/10-3/23/25	\$ 905.00	apd
366252	3/21/2025	1771315	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$ 113.00	dwtpt
366345	3/21/2025	2056318	MILES SAND & GRAVEL CO.	SUPPLIES FOR STREET DEPT	\$ 293.76	dshop
366365	3/21/2025	3/21/2025	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - MARCH 2025	\$ 5,000.00	apd
366499	3/21/2025	3/21/2025	CORLEY, VICKIE	YOUTH ART CLASSES - EIGHT ART CLASSES TAUGHT FROM JANUARY 29 - MARCH 19, 2025	\$ 780.00	pkrec
366237	3/21/2025	387698867	GRAYBAR ELECTRIC COMPANY, INC	FIBER - GRAYBAR FIBER ASSEMBLIES	\$ 18,797.13	fiber
366561	3/21/2025	509713	ACF WEST INC	OPERATING SUPPLIES- STREET DEPT	\$ 1,505.00	dshop
366484	3/21/2025	60002342	PACWEST MACHINERY, LLC	PARTS FOR EQUIP #8006	\$ 429.20	dshop
366483	3/21/2025	919279	CASCADE COLUMBIA DISTRIBUTION	CHEMICAL DELIVERY	\$ 16,387.04	dwwtpt
366492	3/21/2025	BI-0377540	GRANICH ENGINEERED PRODUCTS	MAINTENANCE SUPPLIES - INCINERATOR	\$ 2,251.17	dwwtpt
366247	3/21/2025	FEBRUARY 2025	THE HUMANE SOCIETY OF	ABANDONED DOG 25-A01128	\$ 66.00	apd
366248	3/21/2025	ReimbDebarge	DEBARGE, TIMOTHY	REBIMB; WRESTLING SHOES - DEBARGE	\$ 68.04	apd
366232	3/21/2025	ReimbHenson	HENSON, MICHAEL	CERTIFICATION	\$ 331.00	wdist
366233	3/21/2025	ReimbStapel	STAPEL, JORDAN	CERTIFICATION	\$ 106.00	wdist
366876	3/22/2025	00005W5A83125	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 3-22-25	\$ 13.38	apd
366557	3/22/2025	307318	LAKESIDE INDUSTRIES, INC.	ROCK SALES- WATER MAINTENANCE	\$ 793.16	wdist

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
366926	3/23/2025	ReimbOleary	O'LEARY, TIMOTHY	LONG TERM CARE PAYMENT REIMBURSEMENT LEOFF1 RETIREFF	\$ 396.00	hr
366799	3/24/2025	0002333544	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 87.96	medic
366354	3/24/2025	025101-0123	MCKINLEY, BROOKE	98221 GALLERY ART SALE COMMISSION	\$ 157.50	parks1
366493	3/24/2025	114-14034958	UNITED SITE SERVICES, INC	INTAKE PORTA POTTY 2/22-3/21/25	\$ 118.09	wtpcc
366349	3/24/2025	2024.LTAC.016	ANACORTES ARTS FESTIVAL	NAUTICAL ART TREASURE HUNT	\$ 3,706.72	plan
366368	3/24/2025	24-079-WTR-0021	A-1 MOBILE LOCK AND KEY, INC.	RETAINAGE RELEASE	\$ 3,073.00	pw1
366339	3/24/2025	24-125-SEW-0011	BLYTHE MECHANICAL, INC	RETAINAGE RELEASE	\$ 3,795.00	pw1
366362	3/24/2025	24-216-TRN-0011	PNW CIVIL, INC.	RETAINAGE RELEASE	\$ 5,625.50	pw1
366350	3/24/2025	289114	ENNIS-FLINT, INC, FLINT TRADING DIVISION	SUPPLIES FOR STREET DEPT	\$ 712.65	dshop
366355	3/24/2025	ReimbJones	JONES, ROBERT	TRAVEL EXPENSES TO RELOCATE ROBERT JONES	\$ 762.84	pubdef
366479	3/25/2025	0334389-IN	NELSON-REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 747.28	dwwtp
366480	3/25/2025	0334764-IN	NELSON-REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 777.44	dwwtp
366504	3/25/2025	287334328875X0327202	AT&T MOBILITY, LLC	City Cell Phones 2/20-3/19/25	\$ 7,629.22	finance
366507	3/25/2025	287351520886X0327202	AT&T MOBILITY, LLC	CITY CELL PHONE 2/20-3/19/25	\$ 52.45	finance
366891	3/25/2025	375970	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 780.50	pwfac
366491	3/25/2025	4675	SKAGIT 911	2ND QTR 2025: USER FEE/RADIO	\$ 10,102.76	medic
366881	3/25/2025	4676	SKAGIT 911	LAW RADIO AND 911 USER FEE; 2ND INSTALLMENT FOR 2025	\$ 99,080.25	apd
366366	3/25/2025	491-2720-00	SCHMUDE, DONALD	APPLIANCE REBATE- WESTERN POTTERY HY-BOY TOILET	\$ 50.00	dshop
366475	3/25/2025	A20802	TRUE NORTH EQUIPMENT, INC	PARTS FOR EQUIP #5555	\$ 563.80	dshop
366502	3/25/2025	Pay App 3	STRANDBERG CONSTRUCTION INC	CAP SANTE VIEWPOINT	\$ 138,161.29	parks1
366798	3/26/2025	14430885	HACH COMPANY	SYRINGE 10ML (GLASS, PTFE LUER L.)	\$ 497.39	dwwtp
366508	3/26/2025	1542	NORTHWEST COLORS INC.	VOLUNTEER PARK PAINT PROJECT	\$ 17,788.80	parks1
366506	3/26/2025	1771950	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 648.00	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
366568	3/26/2025	220/55044969	UNIT PROCESS COMPANY	FLOW METER VERIFICATOR	\$ 2,306.07	dwtpt
366565	3/26/2025	25-07389	EUROFINS ENVIRONMENT TESTING	LAB TESTING - EFFLUENT NUTRIENTS MONTHLY	\$ 108.57	dwwtpt
366566	3/26/2025	25-07399	EUROFINS ENVIRONMENT TESTING	LAB TESTING - INFLUENT NITROGEN MONTHLY	\$ 44.65	dwwtpt
366567	3/26/2025	25-07402	EUROFINS ENVIRONMENT TESTING	LAB TESTING - SIDE STREAM NITROGEN MONTHLY	\$ 44.65	dwwtpt
366558	3/26/2025	25-08401	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- BACT FINISHED	\$ 22.00	dwtpt
366559	3/26/2025	25-08416	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- TCR SOUTH	\$ 154.00	dwtpt
366892	3/26/2025	51651	ZUMAR INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 512.84	dshop
366893	3/26/2025	51666	ZUMAR INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 1,091.91	dshop
366932	3/26/2025	919565	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE	\$ 13,208.78	dwtpt
366505	3/26/2025	RefundL'Heureux	L'HEUREUX, JOSEPH	WA PARK BOAT PARKING REFUND	\$ 15.00	parks1
366555	3/27/2025	142-6070-02	BUSA, ERIKA	APPLIANCE REBATE- AMERICAN STANDARD CADET TOILET	\$ 50.00	dwtpt
366898	3/27/2025	2025001	ANACORTES HIGH SCHOOL, BROADCAST CLUB	ADVERTISING	\$ 600.00	museum
366910	3/27/2025	28793	ALLMAX SOFTWARE, LLC	WWTP OPERATOR10 ANNUAL SOFTWARE SUPPORT SERVICES - 4/1/25-3/31/26	\$ 4,620.00	dwwtpt
366730	3/27/2025	Pay App 4	IRON HORSE LLC	2024 SANITARY SEWER LINE REHABILITATION	\$ 111,063.04	pw1
366870	3/27/2025	WA07-00247511	MOTION INDUSTRIES, INC	MAINTENANCE SUPPLIES J-INCINERATOR	\$ 3,618.46	dwwtpt
366794	3/28/2025	1049339-3	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 35,690.70	wdist
366931	3/28/2025	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY 2/09-3/11/2025	\$ 465.54	dwtpt
366728	3/28/2025	260116525-01	TACOMA SCREW PRODUCTS, INC.	PARTS #90009	\$ 184.39	dshop
366733	3/28/2025	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/31-2/28/25	\$ 72,457.99	dshop
366787	3/28/2025	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 2/7-3/7/25	\$ 105.82	dshop
366731	3/28/2025	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 2/28-3/28/25	\$ 51.11	dshop
366885	3/28/2025	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 3/28-4/27/25	\$ 98.15	apd
366872	3/28/2025	360-299-0973-1017915	ZIPLY FIBER	WWTP LANDLINE 3/28-4/27/25	\$ 531.24	dwwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
366897	3/28/2025	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 3/28-4/27/2025	\$ 69.75	publib
366793	3/28/2025	360-299-3674-0214175	ZIPLY FIBER	OPS PHONE LINE: 3/28-4/27/25	\$ 83.07	dshop
366886	3/28/2025	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 3/28-4/27/25	\$ 90.92	apd
366800	3/28/2025	IN2228639	MES SERVICE COMPANY LLC	TOOL ADAPTER (TO USE SCBA AIR FOR RESCUE)	\$ 901.78	medic
366930	3/28/2025	MFB0047	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- BACT RAW	\$ 63.00	dwtpt
366875	3/28/2025	Pay App 2	REGENCY NW CONSTRUCTION, INC	LIBRARY YOUNG ADULTS INTERIOR RENOVATION PROJECT	\$ 84,809.60	publib
366796	3/28/2025	W588357	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 3,471.26	wdist
366797	3/28/2025	W621161	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 5,301.01	wdist
366900	3/28/2025	XA116012443:01	RWC INTERNATIONAL	PART FOR VEHICLE #203	\$ 187.34	dshop
366883	3/29/2025	00005W5A83135	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 3-29-25	\$ 13.39	apd
366802	3/31/2025	0325	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - MARCH 2025	\$ 555.00	pkrec
366927	3/31/2025	10958383	NAVIA BENEFIT SOLUTIONS, INC	MARCH FLEXIBLE SPENDING PARTICIPANT FEE	\$ 141.90	hr
366887	3/31/2025	1585127	LIFE ASSIST, INC	MEGAMOVERS, BATTERIES, ZOLL ELECTRODES.	\$ 2,082.63	medic
366909	3/31/2025	16-0325ANTCWQP2	CONFLUENCE ENGINEERING GROUP L	WATER QUALITY ASSESSMENT AND PLANNING - 2/1/25 -3/31/25	\$ 3,051.50	dwtpt
366871	3/31/2025	25-07398	EUROFINS ENVIRONMENT TESTING	LAB TESTING - SLUDGE METALS - BI-MONTHLY	\$ 225.89	dwtpt
366884	3/31/2025	25B-052	WSI POLYGRAPH SERVICE	PRE-EMP POLYGRAPH; BEAUPRE AND PARIS	\$ 375.00	apd
366786	3/31/2025	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 2/1-3/3/25	\$ 10,418.75	dshop
366874	3/31/2025	3155	NORTHWEST CORROSION	WATER TRANSMISSION PIPELINE CATHODIC PROTECTION SYSTEM TESTING/EVALUATION	\$ 4,660.34	dwtpt
366790	3/31/2025	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 3/28-4/27/25	\$ 92.11	finance
366788	3/31/2025	649285	REECE, STORMIE	DEPOT JANITORIAL SERVICE	\$ 1,650.00	parks1
366888	3/31/2025	9509807197	TELEFLEX LLC	POWER DRIVERS	\$ 1,951.87	medic
366889	3/31/2025	9509807199	TELEFLEX LLC	EZIO NEEDLES	\$ 1,330.00	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
366804	3/31/2025	MAR 25	THE LAW OFFICE OF	PROS ATTY SERVICES- MARCH 2025	\$ 8,700.00	attorney
366873	3/31/2025	MAR 25 CC	THE LAW OFFICE OF	PROS ATTY SERVICES- CC	\$ 1,320.00	attorney
366924	4/1/2025	0542005-001	UNUM LIFE INS CO OF AMERICA	APRIL UNUM LONG TERM CARE INSURANCE	\$ 1,517.07	hr
366890	4/1/2025	3469	OAB ENGINEERING, LLC	29-3 DATA SERVICES: APRIL	\$ 150.00	medic
366901	4/1/2025	380-0520-00	THATHER, ROBERT & ANN	APPLIANCE REBATE- WESTERN POTTERY TOILET	\$ 50.00	dwtp
366562	4/1/2025	7464	MOUNTAIN LAW, PLLC	PUBLIC DEFENSE JARS AGREEMENT - APRIL 2025	\$ 800.00	pubdef
366902	4/1/2025	April 2025	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - APRIL 2025	\$ 7,041.66	plan
366928	4/1/2025	CL88891	NELSON-REISNER DISTRIBUTOR INC	VEHICLE FUEL - MONTH	\$ 26,816.24	finance
366880	4/1/2025	DUES 2025-00427	WASHINGTON ASSOCIATION OF	ASSOCIATE DUES; CAPT FULLER	\$ 75.00	apd
366903	4/1/2025	FB-2884	CITY OF MOUNT VERNON	DARK FIBER - MAR 2025	\$ 525.00	fiber
	Total				\$ 1,842,949.28	



City Council Agenda Bill

Meeting Date: April 7,
2025

Agenda Item: 5.c.

Agenda Item Title: Special Event: Shipwreck Fest

Staff Contact(s): Stephanie Snyder

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

Stephanie Snyder

Motion

John Coleman

Item Summary: Description: Garage Sale with over 400 booths

Organization: Fidalgo Island Rotary

Event Type: Festival

Day and Date: Saturday, July 19, 2025

Hours

Road Closure: 3am-6pm

Open to public: 8am-4pm.

Location: Commercial, 10th to 3rd / 4th Ave, O to Q / 5th Ave, O Ave to Q/ 6th Ave, O Ave to Post
office driveway / 7th Ave, O to Q / 8th Ave, O to Q / 9th Ave, O to Q

Est. Participants and attendees: 10,000

Budget Impact:

2025 Lodging Tax Grant Allocation (already approved) for \$3500

Previous Action: Approved last year

Recommended Motion: Approve

Alternative Actions: Disapprove or Modify

Attachments (listed in order presented):

1. Council Packet Shipwreck Festival



Special Event Application Processing

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

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

Application

Application Date *

3/30/2025

Event Name *

SHIPWRECK

Event Type

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

Applicant/Organization Name *

FIDALGO ISLAND ROTARY

Mailing Address *

P O BOX 125 ANACORTES WA 98221

Event Contact Person *

VALERIE TIBBETTS

Event Contact Email *

VALTRAVELQ@HOTMAIL.COM

Event Contact Phone *

360-708-3702

Event Website

shipwreckfest.com

Estimated Number of Participants/Attendees *

10,000

Event Description *

Huge Garage sale with over 400 booths

Will food vendors participate in this event? *

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

☒ Yes ☐ No

Date Event Starts *

7/19/2025

Time Event Starts *

8:00:00 AM

Date Event Ends *

7/19/2025

Time Event Ends *

4:00:00 PM

Date Street Closure Starts *

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

7/19/2025

Time Street Closure Starts *

3:00:00 AM

Date Street Closure Ends *

7/19/2025

Time Street Closure Ends *

6:00:00 PM

Event Location *

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

Commercial 10th to 3rd ,4th, 5th, 6th, 7th, 8th, 9th between O and Commercial, 4th, 5th, 6th (half block), 7th, 8th,9th between Q and Commercial. Potties, dumpsters east 4th, west 6th, west 9th.

Parking Location

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

Handicapped parking city hall parking lot

Event Map (optional)

Upload one or more maps of the event

[SHIPWRECK 2025 MAP.pdf](#)

2.16MB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[indem.pdf](#)

782.09KB

Download the Indemnification Agreement [here](#).

Signage

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

Insurance

The applicant is required to provide public liability insurance subject to the provisions of AMC 7.04.100 unless the applicant can demonstrate that the event meets an exemption in that section. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

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

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

☒ Yes

Signature

Valerie Tibbets

Admin Review

Council Meeting Date *

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

4/7/2025

Staff Review Deadline *

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

3/31/2025

Administrator comments and conditions of approval

Hi, this one had come around before and been approved by all we only needed an updated map. Thanks!

Insurance Certificate

[Shipwreck Rotary insurance.pdf](#)

288.05KB

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

Police Department concerns, objections, or conditions of approval *

None

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

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

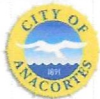
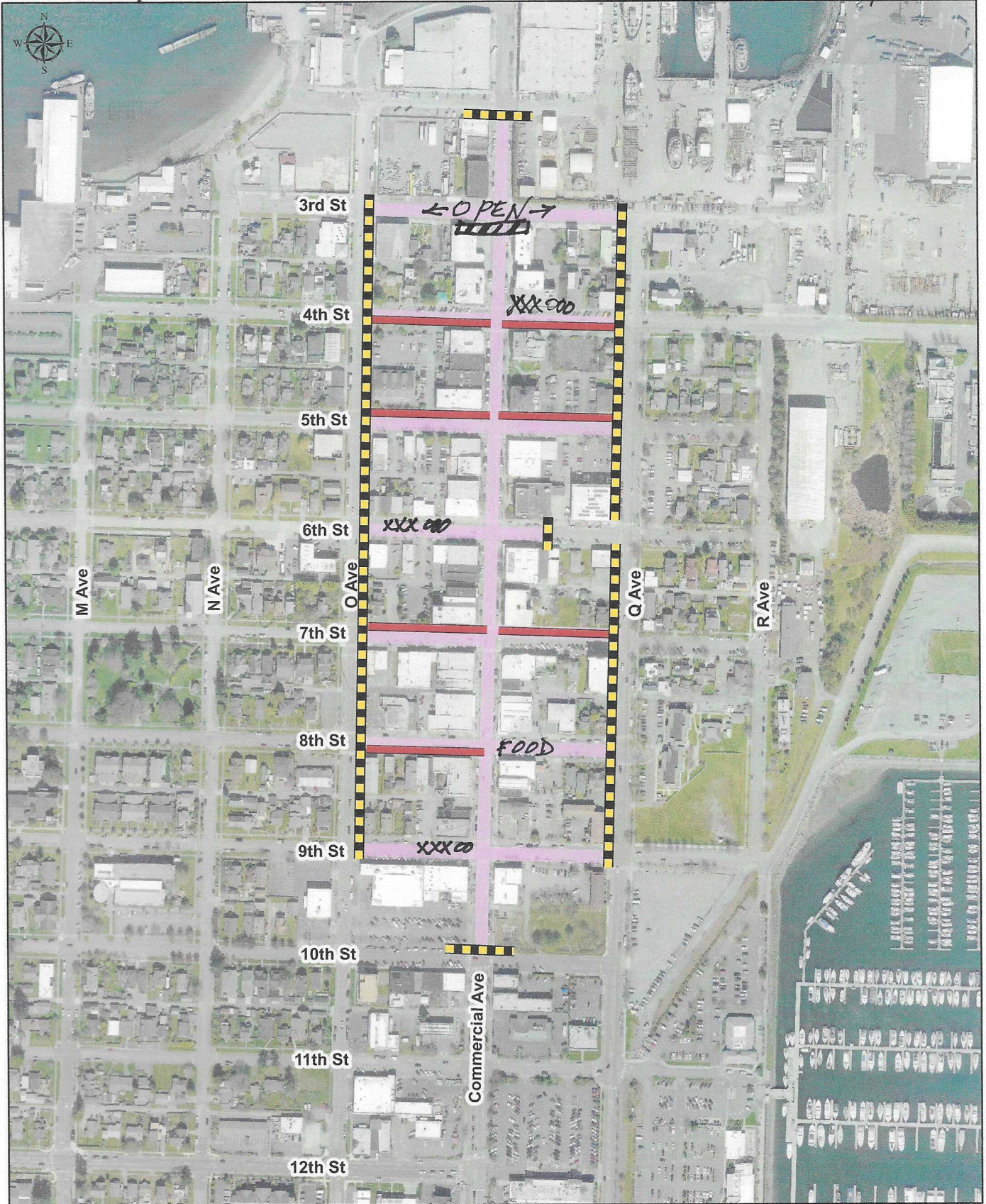
None

Departmental attachments

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

BOOTHS
 3rd-10th on Commercial
 BETWEEN O & COMM. S. 5th S. 7th Q-COMM
 N/S. 6th N. 8th E. 6th E. 8th

SHIPWRECK JULY 19 2025



Downtown Event Road Closures

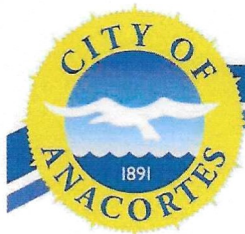
Emergency Lanes remain clear at all times

XXX DOO DUMPSTER POTTY PARKING - HANDICAP CITY HALL LOT



03/10/2025





SPECIAL EVENT INDEMNIFICATION AGREEMENT

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

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

Date: 2-15-25

VALERIE TIBBETTS - SECRETARY
Name and Title – Printed

Name and Title – Printed

Valerie Tibbets
Signature

Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc 811 Madison Ave Toledo OH 43604	CONTACT NAME: Macy Gorrell / Sara Humphries		
	PHONE (A/C, No, Ext): 419-259-2710	FAX (A/C, No): 419-255-7557	
	E-MAIL ADDRESS: Rotary@hylant.com		
Insured All Active US Rotary Clubs & Districts FIDALGO ISLAND ROTARY Attn: Risk Management Dept. 1560 Sherman Avenue Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westchester Surplus Lines Insurance Company		10172
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		G73578917003	7/1/2024	7/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		G73578917003	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is cause in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER CITY OF ANACORTES SHIPWRECK JULY 19, 2025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>
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City Council Agenda Bill

Meeting Date: April 7,
2025

Agenda Item: 5.d.

Agenda Item Title: Special Event: Pride Parade

Staff Contact(s): Stephanie Snyder

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

Item Summary:

Description: Parade Down Commercial Ave and Festival at Causland Park

Organization: Anacortes Pride

Event Type: Parade and Festival

Day and Date: Saturday, June 21st, 2025

Hours

Road Closure: 5am-4pm

Open to public: 8am-4pm.

Est. Participants/attendees: 1000

Budget Impact:

0

Previous Action: Approved in 2024

Recommended Motion: Approve

Alternative Actions: Disapprove or modify

Attachments (listed in order presented):

1. Pride 2025 CC Consent Agenda 7April2025



Special Event Application Processing

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

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

Application

Application Date ***Event Name *****Event Type**

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

Applicant/Organization Name ***Mailing Address *****Event Contact Person *****Event Contact Email *****Event Contact Phone *****Event Website**

Estimated Number of Participants/Attendees*

1000

Event Description*

Pride Parade down Commercial Ave
Celebration at Causland Park

Will food vendors participate in this event?*

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

☒ Yes ☐ No

Date Event Starts*

6/21/2025

Time Event Starts*

8:00:00

AM

Date Event Ends*

6/21/2025

Time Event Ends*

4:00:00

PM

Date Street Closure Starts*

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

6/21/2025

Time Street Closure Starts*

5:00:00

AM

Date Street Closure Ends*

6/21/2025

Time Street Closure Ends*

4:00:00

PM

Event Location*

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

Park Celebration at Causland Park 12-3pm
Street closure on Commercial would end after the parade, around noon. Street closures around Causland
would end at 4pm, for clean-up

Parking Location

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

None, We do designate 3 spaces as Handicap on M Ave, near the ramp into Causland Park.

Event Map (optional)

Upload one or more maps of the event

Upload

Pride Map 2025.jpg 2.96MB



Indemnification Agreement*

Upload scan of SIGNED indemnification agreement

Upload

Special-Event-Indem... 167.45KB



Download the Indemnification Agreement [here](#).

Signage

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

Insurance

The applicant is required to provide public liability insurance subject to the provisions of AMC 7.04.100 unless the applicant can demonstrate that the event meets an exemption in that section. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

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

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

☒ Yes

Signature

Cid Blase

Admin Review

Council Meeting Date*

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

4/7/2025

Staff Review Deadline*

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

3/31/2025

Administrator comments and conditions of approval

Please check road closure on map carefully. Please sign your name in the comment box for your dept upon reviewing, or after any comments. Thanks so much!

Insurance Certificate

Upload

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

Regular police patrols

Police Department concerns, objections, or conditions of approval*

None

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

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

None. Brandon Lowry

Departmental attachments

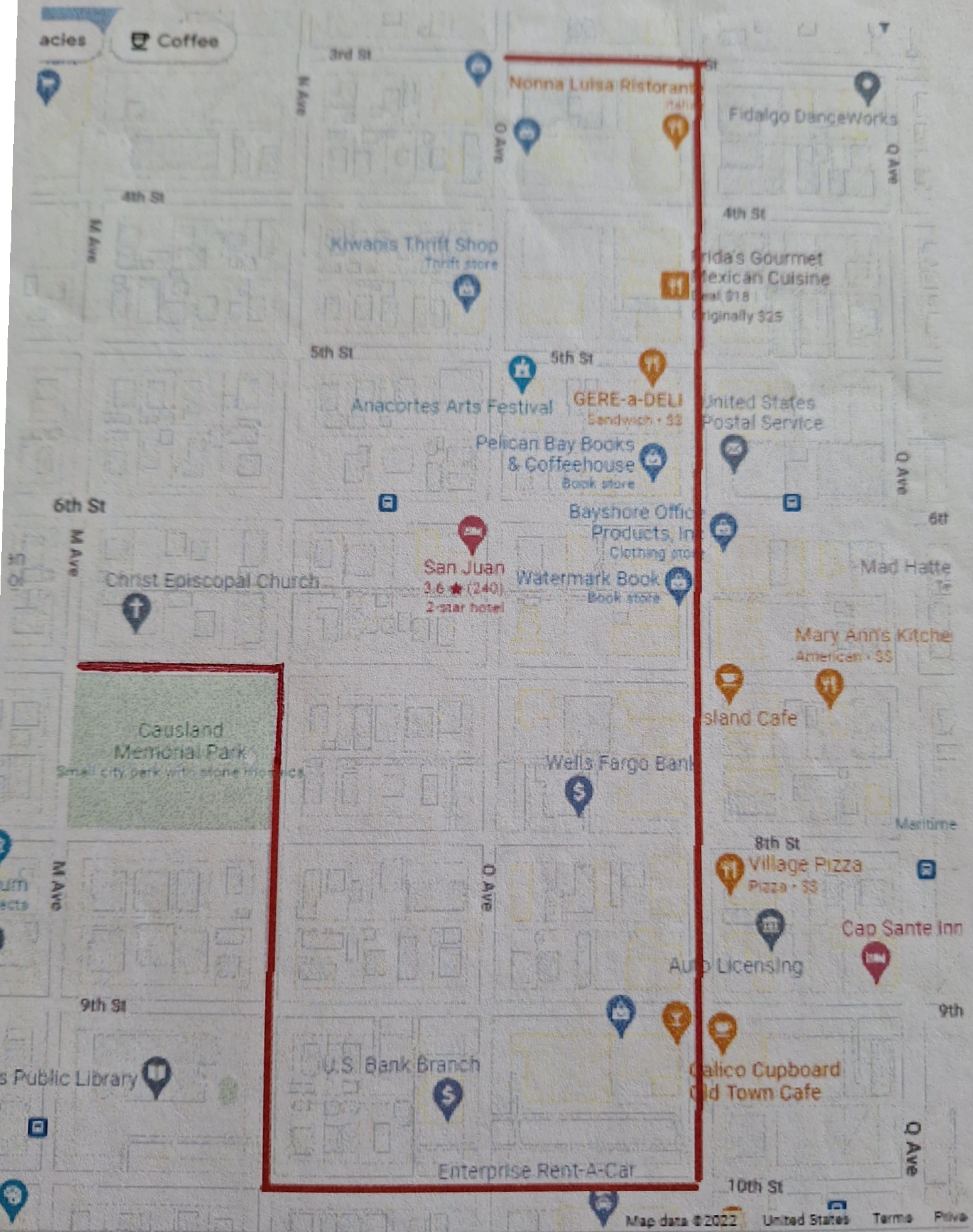
Upload any staff memos, guidelines, or requirements that will be in effect for this event.

Upload

Comments

2000 characters left

Staff Review Complete





City Council Agenda Bill

Meeting Date: April 7,
2025

Agenda Item: 5.e.

Agenda Item Title: Free Movie Night on Kingsway

Staff Contact(s): Stephanie Snyder

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

Item Summary:

Description: Outdoor Movie Night in Skyline: This years title: Galaxy Quest
Bring your own Seat Public Event, Seating area and Provided Facilities will be
wheelchair accessible

Trivia begins at 8pm, Movie starts at 9pm

Organization: Individual: David Schmelke

Event Type: Public Performance/Public Event

Day and Date: Saturday, August 23, 2025

HOURS:

Road Closure: 6pm-11:30PM

Open to public: 8pm-11:30pm.

Location: Entire Cul-De-Sac of 5408 Kingsway Anacortes

Est. Participants/attendees: 75

Budget Impact:

0

Previous Action: Approved 2024

Recommended Motion: Approve

Alternative Actions: Disapprove or Modify

Attachments (listed in order presented):

1. FreeMovieNightOnKingsway.CC



Special Event Application Processing

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

View Anacortes Municipal Code Chapter 7.04, Special Events

Application

Application Date *

3/5/2025

Event Name *

Free Movie Night On Kingsway 2025

Event Type

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

Applicant/Organization Name *

David Schmnelke

Mailing Address *

5408 Kingsway, Anacortes, WA 98221

Event Contact Person *

David R Schmelke

Event Contact Email *

FreeMovieNightOnKingsway@gmail.com

Event Contact Phone *

206.745.2046

Event Website

www.FreeMovieNightOnKingsway.com

Estimated Number of Participants/Attendees *

75

Event Description *

"Free Movie Night on Kingsway" is a free, outdoor, family-friendly (PG) movie night to be held on Saturday, August 23, 2025. This will be the 5th year of the event with 2021 being the inaugural year. We, again, propose to close the cul-de-sac in front of my house at 5408 Kingsway in the Skyline neighborhood to vehicle traffic so that people can use the area for seating. The seating area and provided bathroom facilities will be wheelchair accessible. It will be a "bring-your-own-seat-event". It will be completely free and open to the public. Residents of the Skyline neighborhood may gather in advance of the movie to visit.

Movie start time will be 9pm and will end by 11:00pm. Trivia on the big screen begins at 8pm. The entire event will be cleaned up by 11:30pm.

The movie selection this year is "Galaxy Quest". Only one movie will be shown. Movie will be projected on a 10' x 16' inflatable movie screen located on my front lawn. A multimedia projector and high-quality speakers make for a very enjoyable viewing experience. Each of the first four years of this event have been very successful. There have no issues, no problems; just very happy attendees.

Will food vendors participate in this event? *

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

☐ Yes ☒ No

Date Event Starts *

8/23/2025

Time Event Starts *

8:00:00 PM

Date Event Ends *

8/23/2025

Time Event Ends *

11:30:00 PM

Date Street Closure Starts *

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

Time Street Closure Starts *

8/23/2025

6:00:00 PM

Date Street Closure Ends *

8/23/2025

Time Street Closure Ends *

11:30:00 PM

Event Location *

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

The proposed location is the same as the last four years, the cul-de-sac directly in front of my house at 5408 Kingsway. Map attached entitled FMNOK Location Map. Proposed location marked on map with red star. Red line on map indicates proposed road closure.

Parking Location

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

Most of the participants are expected to again be local residents within walking distance. However, there is typically plenty of parking available up and down Kingsway without blocking anyone's driveway or causing any congestion.

Event Map (optional)

Upload one or more maps of the event

[FMNOK Location Map.jpg](#)

224.63KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[FMNOK Indem May 06, 2022.pdf](#) 300.1KB

Download the Indemnification Agreement [here](#).

Signage

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

Insurance

The applicant is required to provide public liability insurance subject to the provisions of AMC 7.04.100 unless the applicant can demonstrate that the event meets an exemption in that section. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

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

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

☒ Yes

Signature

David Schmelke

Admin Review

Council Meeting Date *

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

3/24/2025

Staff Review Deadline *

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

3/17/2025

Administrator comments and conditions of approval

This is the 3rd year of free movie night. It has been successful. He might ask for street sweeping.

Insurance Certificate

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Legal Department concerns, objections, or conditions of approval *

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

None

Police Department concerns, objections, or conditions of approval *

None

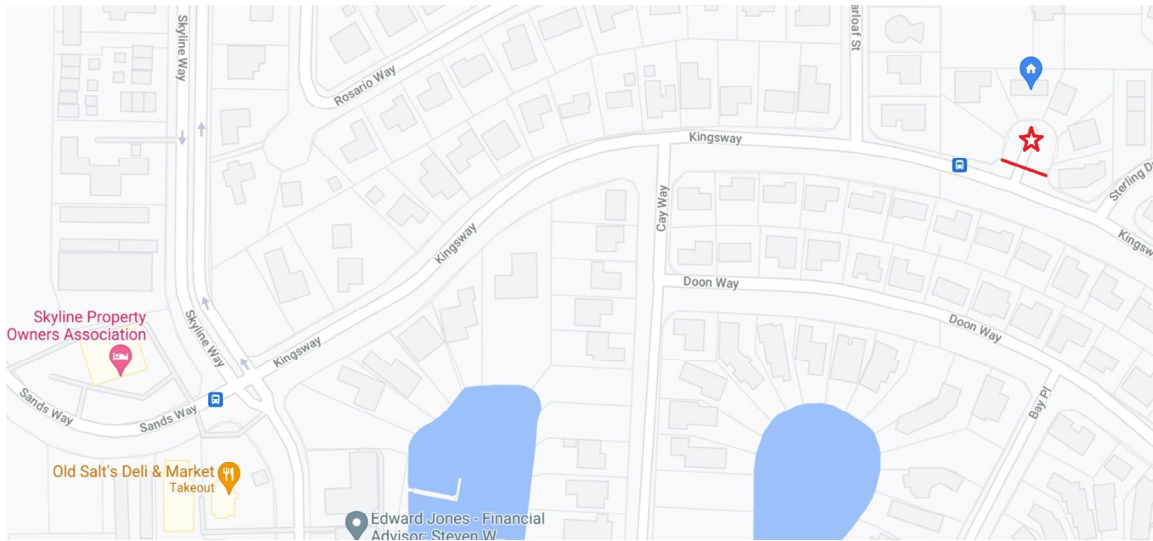
Public Works Department will provide the following services for this event:

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

None

Departmental attachments

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





City Council Agenda Bill

Meeting Date: April 7,
2025

Agenda Item: 5.f.

Agenda Item Title: Contract Award: Fire Department Motorola APX Next Radios #25-081-AFD-001

Staff Contact(s): Mannix McDonnell, Bill Harris

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$48,527.34 to Motorola Solutions, Inc. for the purchase of four Motorola APX Next P-25 compliant portable radios for the Fire Department. The contract piggybacks on Washington State/NASPO contract #00318.

Background:

1. History: Anacortes Fire Department portable radios were purchased through a grant in 2014. 85% of the Fire Department radios are single banded, meaning transmitting on VHF frequency only, with the remaining six portable radios able to transmit on dual band, VHF & UHF frequencies. UHF frequency is typically used by law enforcement. Project 25, P-25 compliance references a suite of national standards developed by the Federal Communication Commission (FCC) and enables public safety groups, dispatch, fire, police, ambulance, Coast Guard, and other similar Public Safety agencies to upgrade from analog FM frequency to "digital" frequency. Current FM frequencies have become "crowded" with increased public radio use, GPS location, text messaging, and encryption. The move to digital frequency will enable clearer communication and better interoperability and compatibility between fire and police agencies, both locally and in neighboring jurisdictions. P-25 compliant radios can be programmed to directly communicate with all other public safety agencies.

Outdated equipment with equipment failure, failing components, and firmware updates causing frequent out of service times. Investing in modern, P25-compliant radios ensures that our department will maintain reliable communication, improved interoperability, and response-ready equipment for emergencies.

The Fire Department has an inventory of forty portable radios. We have budgeted and

planned to replace four radios every year and maintain a regular ten-year replacement cycle. Industry recommendation of five-to-seven-year life span.

2. Key Terms:

- Total contract price of \$48,527.34 which includes \$3,925.01 in sales tax.

3. Competitive Bidding: The City has a cooperative purchasing agreement with Washington State Department of Enterprise Services and is procuring this purchase through [Contract 00318](#).

Budget Impact:

Vendor	Motorola Solutions, Inc.
Contract Amount	\$48,527.34
BARS #	001.320.522.10.35
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-081-AFD-001 with Motorola Solutions, Inc. in the amount of \$48,527.34 for the purchase of four Fire Department Motorola APX Next Radios.

Alternative Actions:

Attachments (listed in order presented):

1. 25-081-AFD-001



Bill to: City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221
accounts payable@anacorteswa.gov

PURCHASE ORDER #25-081-AFD-001
FIRE DEPARTMENT MOTOROLA APX NEXT RADIOS

VENDOR: Motorola Solutions, Inc.
Ryan Rogado
Email: rrogado@daywireless.com

Date: April 7, 2025
Contact: MannixMcDonnell
Department: Anacortes Fire Department
(360) 293-1932
mannixm@anacorteswa.gov

Ship to: Anacortes Fire Department
Mannix McDonnell
1016 13th St
Anacortes, WA 98221

Item	DESCRIPTION	Total Lump Sum Amount
1	New/Unused APX Next Radios with selected Options, as specified in Exhibit A. This Work is subject to: • Specifications per Quote-2914659, incorporated as Exhibit A, • Washington State/NASPO contract #00318, incorporated as Exhibit B The aforementioned Exhibits A and B are hereby incorporated by reference and made a part hereof. Payment terms Net30	\$44,602.33
Sum Total		\$44,602.33
Sales Tax @ 8.8%		\$3,925.01
Total Price		\$48,527.34

City of Anacortes

Matt Miller, Mayor

Date



QUOTE-2914659
RR Anacortes Fire 4x APX Next

Billing Address:
ANACORTES, CITY OF
PO BOX 547
ANACORTES, WA 98221
US

Shipping Address:
ANACORTES, CITY OF
ANACORTES FIRE DEPT
1016 13TH ST
ANACORTES, WA 98221
US

Quote Date:11/26/2024
Expiration Date:04/11/2025
Quote Created By:
Ryan Rogado
Government Accounts Manager
rrogado@daywireless.com
4253275491

End Customer:
ANACORTES, CITY OF
Bill Colwell
williamc@cityofanacortes.org
253-241-8828

Contract: 00318- NASPO

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT MULTI				
1	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE	4		\$6,015.93	\$24,063.72
1a	H499KC	ENH: SUBMERSIBLE (DELTA T)	4		\$120.45	\$481.80
1b	H38DA	ADD: SMARTZONE OPERATION	4		\$963.60	\$3,854.40
1c	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	4		\$413.91	\$1,655.64
1d	QA09028AA	ADD: VIQI VC RADIO OPERATION	4		\$80.30	\$321.20
1e	QA09001AM	ADD: WIFI CAPABILITY	4		\$240.90	\$963.60
1f	QA09113AA	ADD: BASELINE RELEASE SW	4		\$0.00	\$0.00
1g	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS	4		\$0.00	\$0.00
1h	Q629BD	ENH: AES ENCRYPTION AND ADP	4		\$381.79	\$1,527.16
1i	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	4		\$594.22	\$2,376.88
1j	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	4		\$0.00	\$0.00
1k	Q361CD	ADD: P25 9600 BAUD TRUNKING	4		\$240.90	\$963.60





Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
1l	Q173CA	ADD: SMARTZONE OMNILINK	4		\$0.00	\$0.00
2	NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T	16		\$181.08	\$2,897.28
3	LSV01S03446A	APX NEXT DMS ESSENTIAL	4	5 YEARS	\$384.60	\$1,538.40
4	LSV01S03082A	RADIOCENTRAL PROGRAMMING	4	5 YEARS	\$160.20	\$640.80
5	SSV01S01407A	SMARTPROGRAMMING	4	1 YEAR	\$75.00	\$300.00
6	SSV01S01406A	SMARTCONNECT	4	1 YEAR	\$75.00	\$300.00
7	SSV01S01476A	SMARTLOCATE	4	1 YEAR	\$75.00	\$300.00
8	SSV01S01907A	SMARTMAPPING	4	1 YEAR	\$75.00	\$300.00
9	SSV01S01906A	SMARTMESSAGING	4	1 YEAR	\$75.00	\$300.00
10	PMMN4136BTAA	XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, TAA	2		\$390.55	\$781.10
11	NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6-DISP, US/NA/CA/LA PLUG, ACC- CHARGER	1		\$1,036.75	\$1,036.75

Grand Total**\$44,602.33(USD)**



COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

For Use by Eligible Purchasing Entities

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

MOTOROLA SOLUTIONS, INC.

Dated January 1, 2022

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

FOR

SUB-CATEGORY 1.1 RADIO SINGLE-BAND PORTABLE RADIO (P25)
SUB-CATEGORY 1.2 RADIO SINGLE-BAND MOBILE RADIO (P25)
SUB-CATEGORY 1.3 RADIO: SINGLE-BAND DESKTOP RADIO (P25)
SUB-CATEGORY 1.4 RADIO MULTI-BAND PORTABLE RADIO (P25)
SUB-CATEGORY 1.5 RADIO MULTI-BAND MOBILE RADIO (P25)
SUB-CATEGORY 1.6 RADIO MULTI-BAND DESKTOP RADIO (P25)
SUB-CATEGORY 1.7 RADIO BASE STATION/REPEATER (P25)
SUB-CATEGORY 2.1 RADIO CONVENTIONAL ANALOG PORTABLE (NON-P25)
SUB-CATEGORY 2.2 RADIO CONVENTIONAL ANALOG MOBILE (NON-P25)
SUB-CATEGORY 2.3 RADIO CONVENTIONAL ANALOG DESKTOP (NON-P25)
SUB-CATEGORY 2.4 RADIO CONVENTIONAL ANALOG BASE STATION/REPEATER (NON-P25)
CATEGORY 4 DISPATCH CONSOLES
COMPLETE TURNKEY RADIO SOLUTION

This Cooperative Purchasing Master Agreement (“Cooperative Purchasing Master Agreement”) is made and entered into by and between Enterprise Services acting by and through the State of Washington (“Enterprise Services”) and Motorola Solutions, Inc., an Delaware corporation (“Contractor”) and is dated and effective as of January 1, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Cooperative Purchasing Master Agreements for goods and services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these Cooperative Purchasing Master Agreements available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. See RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.
- C. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint purchasing cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not award contracts; rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting master agreements.

- D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a cooperative purchasing master agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that cooperative purchasing master agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a 'participating entity'), no agency or other eligible organization (a 'purchasing entity') may purchase pursuant to the cooperative purchasing master agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.
- E. Enterprise Services, as part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No.00318 dated November 16, 2020 regarding Public Safety Communications Products, Services and Solutions ("Public Safety Radio"). Sixteen (16) states indicated an intent to utilize the resulting Cooperative Purchasing Master Agreement.
- F. Enterprise Services and a stakeholder team consisting of representatives from Washington, California, Alaska, Oregon, Montana, Tennessee, Colorado and Nevada evaluated all responsive bids to the Competitive Solicitation and identified Contractor as an Apparent Successful Bidder for the Category identified above.
- G. Enterprise Services determined that entering into this Cooperative Purchasing Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.
- H. The purpose of this Cooperative Purchasing Master Agreement is to enable Participating or Purchasing Entities to purchase Public Safety Radio products and services, in the awarded Category as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Master Agreement begins January 1, 2022 and ends on December 31, 2026; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, which shall occur no later than June 30, 2025, Contractor meets the following performance metrics:

- Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
- Administrative Fee Payments: Contractor provides timely and accurate Administrative Fee payments as detailed in this Master Agreement and Participating Addendums.

Notwithstanding any provision to the contrary, to effectuate a smooth transition for Participating States and Purchasing Entities for Public Safety Communications Products, Services and Solutions to begin on January 1, 2022, Contractor shall provide implementation and transition support to Participating States who wish to utilize the Master Agreement, beginning upon the date such Participating State and Contractor executes a Participating Addendum. For the avoidance of doubt, no orders for products or services shall be made under this Agreement prior to January 1, 2022.

2. PARTICIPANTS AND SCOPE. This Cooperative Purchasing Master Agreement may be utilized under the following conditions:

- 2.1. **PARTICIPATING ENTITIES.** Contractor may not sell Public Safety Radio products and services under this Cooperative Purchasing Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms and conditions set forth in the Cooperative Purchasing Master Agreement are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum; *Provided*, however, that no Participating Addendum shall operate to alter or modify any substantive terms of this Cooperative Purchasing Master Agreement which were solicited and procured pursuant to a competitive procurement. By way of illustration and not limitation, Participating Entities may include unique administrative, delivery, and invoicing requirements, as well as entity-specific confidentiality requirements and similar entity-specific administrative requirements in purchase Orders utilizing this Cooperative Purchasing Master Agreement.
- 2.2. **PURCHASING ENTITIES.** Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order or other commitment document against the Cooperative Purchasing Master Agreement and becomes financially committed to the purchase.
- 2.3. **PARTICIPATING ADDENDUM.** Obligations under this Cooperative Purchasing Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive or other process to determine which Cooperative Purchasing Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum as instructed by the Lead State to support documentation of participation and posting in appropriate databases.
- 2.4. **PURCHASING ENTITY RIGHTS.** Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Cooperative Purchasing Master Agreement and applicable Participating Addendum and will have the same rights

and responsibilities for their purchases as the Lead State has in the Cooperative Purchasing Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Cooperative Purchasing Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Participating Entity individually.

- 2.5. PARTICIPATING ADDENDUM APPROVAL. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Cooperative Purchasing Master Agreement, Contractor is authorized to sell only those Public Safety Radio Products and Services in the category above posted on the NASPO ValuePoint website. Contractor shall not represent to any Participating or Purchasing Entity under this Cooperative Purchasing Master Agreement that Contractor has contractual authority to sell any Public Safety Radio Products beyond those approved and posted on the NASPO ValuePoint website.
- 3.2. MINIMUM WARRANTY FOR INCLUDED GOODS/SERVICES. Notwithstanding any provision to the contrary, Contractor agrees to and is providing a minimum warranty of no less than one (1) year for any goods/services included in this Cooperative Purchasing Master Agreement. Such minimum warranty begins when the goods/services are accepted by Purchasing Entity or as agreed by Purchasing Entity in its ordering documentation. Such minimum warranty includes all firmware and software updates within warranty period. Parts and related software will be free from defects in material and workmanship for one (1) year. If a product fails because of a defect in workmanship or materials within one (1) year from the date of acceptance by Purchasing Entity, manufacture shall repair or replace the product or part with a new product or part without charge to Purchasing Entity.
- 3.3. ADDITIONAL WARRANTY OPTIONS – See Motorola Solutions Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available warranty options.
- 3.4. AVAILABLE SERVICES – See Motorola Solutions Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available services.
- 3.5. ABILITY TO MODIFY SCOPE OF COOPERATIVE PURCHASING MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services, acting as the lead state, reserves the right to modify the Public Safety Radio Products included in this Cooperative Purchasing Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this competitively procured Cooperative Purchasing Master Agreement. In no event shall such modification, if authorized by Enterprise Services, limit the requirement for cooperative purchasing agreements to be subject to competitive procurement.

- 3.6. **PRODUCT UPDATES.** Upon approval, Contractor may update their products/pricelist on a semi-annual basis. Contractor must submit to the Lead Contract Administrator a revised product/pricelist highlighting changes and include an effective date of the change. At no time during the contract term shall products be deleted from the products/pricelist. Discontinued products/services must be struck-through and highlighted for ease of review process. Product/pricelist updates must be submitted for review and approval to the Lead Contract Administrator thirty (30) days prior to the effective date of the change. All products/pricelist will be posted on the NASPO ValuePoint website.

Product updates for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st. Additional product updates may be considered for approval with proper 30 day notice at the discretion of the Lead State.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1 st	July 1 st
July 1-December 31	December 1 st	January 1 st

System Solution providers may update their list of available products quarterly. Quarterly means the last day of each calendar quarter, see below.

Quarter	Submitted By	Effective Date
January 1-March 30	March 1 st	April 1 st
April 1-June 30	June 1 st	July 1 st
July 1- September 30	September 1 st	October 1 st
October 1-December 31	December 1 st	January 1 st

All System Solution available product options will be posted on the NASPO ValuePoint website. A minimum of thirty-three percent (33%) of the components offered in a complete Radio or Microwave System Solution must be indexed on the Awarded Contractor's Price List. Enterprise Services reserves the right to audit System Solution orders for compliance. Updates to System Solution available products must be submitted to the Lead Contract Administrator 30 days prior to the effective date of the change. Additional product options may be considered for approval with proper 30 day notice at the discretion of the Lead State.

- 3.7. **ECONOMIC ADJUSTMENTS.** All pricing must be guaranteed for the first year of the Cooperative Purchasing Master Agreement. Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating the reasonableness of the adjustment when comparing the current price

list to the proposed price list. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published manufacturer's price list. No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published manufacturer's price list, including renewal options, the Lead State shall be notified immediately. All published manufacturer's price list price reductions shall be effective upon the notification provided to the Lead State.

Enterprise Services reserves the right to request clarification and justification for requested Economic Adjustments.

Economic Price Adjustment requests for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1 st	July 1 st
July 1-December 31	December 1 st	January 1 st

- 3.8. **PRICE CEILING.** Although Contractor may offer lower prices, including volume discounts, to Purchasing Entity, during the term of this Cooperative Purchasing Master Agreement, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth approved and posted on the NASPO ValuePoint website.
- 3.9. **COOPERATIVE PURCHASING MASTER AGREEMENT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Cooperative Purchasing Master Agreement, including scope and pricing, to eligible Purchasing Entity.
- 3.10. **CONTRACTOR RESPONSIBILITIES.** Contractor shall be responsible for successful performance of the Cooperative Purchasing Master Agreement and also for the successful performance of any and all of their partners. Contractor is to be the sole point of contact as applicable by Cooperative Purchasing Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the products and maintenance of the product for the term of the Cooperative Purchasing Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Cooperative Purchasing Master Agreement. Contractor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. Contractor will be responsible for compliance with requirements under the Cooperative Purchasing Master Agreement, even if requirements are delegated to partners. Contractor and partners must not in any way represent themselves in the name of the Lead State, NASPO ValuePoint or Participating States.

- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Purchasing Master Agreement and at the time any order is placed pursuant to this Cooperative Purchasing Master Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that, within fifteen (15) days of executing any Participating Addendum and prior to making any sales pursuant to such Participating Addendum, Contractor shall be in good standing and qualified to do business in such state and that Contractor properly shall have registered to do business in such state, shall possess and shall keep current all required licenses and/or approvals, and that it shall be current, in full compliance, and have paid all applicable taxes owed to such state.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Cooperative Purchasing Master Agreement shall be merchantable, shall conform to this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order, shall be fit and safe for the intended purposes as specified in this Agreement, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the services provided free of liens and encumbrances. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchasing Entity) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchasing Entity's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. These warranties do not apply to: (i) defects or damage resulting from: use of the equipment or software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; Purchasing Entity's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship equipment to the repair depot; (vi) scratches or other

cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vii) normal or customary wear and tear.

THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND CONTRACTOR SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

- 4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Cooperative Purchasing Master Agreement and the three (3) year period immediately preceding the award of the Cooperative Purchasing Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.5. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Master Agreement and/or any agreement entered into pursuant to this Cooperative Purchasing Master Agreement.
- 4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Cooperative Purchasing Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.7. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited

to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasing Entity's employees.

- 4.8. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Cooperative Purchasing Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.10. COOPERATIVE PURCHASING MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Cooperative Purchasing Master Agreement with eligible Purchasing Entity and to ensure that those entities that utilize this Cooperative Purchasing Master Agreement are eligible Purchasing Entity. Contractor understands and acknowledges that neither Enterprise Services nor Purchasing Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchasing Entity, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.11. COOPERATIVE PURCHASING MASTER AGREEMENT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Purchasing Master Agreement or a similar contract, is transitioned to another contractor (e.g., Cooperative Purchasing Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
- 4.12. SUB-CONTRACTORS, AUTHORIZED RESELLERS/DEALERS. MANUFACTURER'S REPRESENTATIVE (PARTNERS). If utilizing partners, Contractor is responsible for such partners providing products and services, as well as warranty and maintenance services for any product or solution such partners provide pursuant to this Cooperative Purchasing Master Agreement. Pursuant to their applicable Participating Addendum, each Participating Entity may allow or disallow Contractor to utilize Partners. Only partners approved by the Participating Entity may be utilized. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

5. USING THE COOPERATIVE PURCHASING MASTER AGREEMENT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasing Entity shall order goods and/or services from this Cooperative Purchasing Master Agreement, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchasing Entity but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchasing Entity also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchasing Entity Order"). All order documents must reference the Cooperative Purchasing Master Agreement number. The terms of this Cooperative Purchasing Master Agreement shall apply to any Purchase Order and, in the

event of any conflict, the terms of this Cooperative Purchasing Master Agreement shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Cooperative Purchasing Master Agreement.

A minimum of thirty-three percent (33%) of the solution components must be indexed on the Contractor's Price List. Prior to executing an order for a "Solution", Contractor shall provide Purchasing Entity a detailed Cost Proposal itemizing all proposed costs (including labor costs, employee benefits, travel, overhead and other direct costs) Contractor estimates it will incur in the performance of the work.

- (a) All order documents must, at a minimum, reference
 - the Cooperative Purchasing Master Agreement number;
 - The place and requested time of delivery;
 - A billing address;
 - The name, phone number, and address of the Participating Entity representative;
- (b) All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Participating Entity's purchasing office, or to such other individual identified in writing in the Order.
- (c) Orders must be placed pursuant to this Cooperative Purchasing Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.
- (d) Notwithstanding the expiration, cancellation or termination of this Cooperative Purchasing Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Cooperative Purchasing Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Cooperative Purchasing Master Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Cooperative Purchasing Master Agreement, the Purchase Order used by Purchasing Entity, or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchasing Entity's normal work hours and within the time period mutually agreed in writing between Purchasing Entity and Contractor at the time of order placement. Deliveries to be off-loaded at Purchasing Entity's receiving dock or designated job site by Contractor.

- (b) Contractor shall ship all goods purchased pursuant to this Master Agreement Purchasing Entity's specified destination. Shipping charges must be mutually agreed to between Purchasing Entity and Contractor. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchasing Entity's fault or negligence.
- (c) All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.
- (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Purchasing Master Agreement shall be identified by the Cooperative Purchasing Master Agreement number set forth on the cover of this Cooperative Purchasing Master Agreement and the applicable Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (e) Purchasing Entities may return unopened or unused (non-specialty) Public Safety Radio products within ten (10) business days of receipt for full credit, minus any freight or restocking fee. In such event, Contractor is responsible for shipping costs pertaining to any defective Public Safety Radio Products that are returned.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Cooperative Purchasing Master Agreement are subject to Purchasing Entity's reasonable inspection, testing, and approval at Purchasing Entity's destination. Such inspection and approval shall be determined within thirty (30) days of delivery. Purchasing Entity reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order. Purchasing Entity may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchasing Entity will notify Contractor within five (5) business days. At Purchasing Entity's option, and without limiting any other rights, Purchasing Entity may require Contractor to, consistent with the warranty terms, repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchasing Entity's option, Purchasing Entity may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

- (a) All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Cooperative Purchasing Master Agreement. Products that do not meet

specifications may be rejected. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the Public Safety Radio Products are put to use. Acceptance of such Public Safety Radio Products may be revoked in accordance with the provisions of the applicable commercial code, and Contractor shall be liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of any Public Safety Radio Products rejected and returned, or for which Acceptance is revoked.

- (b) If any Public Safety Radio Products do not conform to the specifications, the Purchasing Entity may require the Contractor to repair or replace the Public Safety Radio Product in conformity with the specifications.

- 5.4. ON SITE REQUIREMENTS. While on Purchasing Entity's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, and other security requirements.
- 5.5. INSTALLATION. Installation shall be performed by Contractor or Sub-Contractor, in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. Purchasing Entity reserves the right to require Contractor or Sub-Contractor to repair any damage caused during installation or provide full compensation as determined by Purchasing Entity.
- 5.6. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Enterprise Services/the State of Washington or Purchasing Entity's information which may be classified as confidential, for any purpose not directly connected with the administration of this Cooperative Purchasing Master Agreement, except with prior written consent of Enterprise Services (or the applicable Purchasing Entity), or as may be required by law.
- 5.7. TREATMENT OF ASSETS. Title to all property furnished by any Participating State and/or Purchasing Entity shall remain with such Participating State and/or Purchasing Entity, as applicable. Any property of any Participating State and/or Purchasing Entity furnished to Contractor shall, unless otherwise provided herein or approved by such Participating State and/or Purchasing Entity, be used only for the performance of this Cooperative Purchasing Master Agreement. Contractor shall be responsible for damages as a result of any loss or damage to property of any Participating State and/or Purchasing Entity to the extent it results from the negligence of Contractor or to the extent it results from the failure on the part of Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances. If any such Participating State and/or Purchasing Entity property is lost, destroyed, or damaged, Contractor immediately shall notify such Participating State and/or Purchasing Entity and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to such Participating State and/or Purchasing Entity all property of such Participating State and/or Purchasing Entity prior to settlement upon completion, termination, or cancellation of this Cooperative Purchasing Master Agreement. Title to all property furnished by Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Purchasing Entity upon delivery of such property by Contractor and acceptance by the Purchasing Entity. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in the

Purchasing Entity upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchasing Entity in whole or in part, whichever first occurs. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors. Title to software shall not pass to Purchasing Entity but shall be licensed. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

- 5.8. **SOFTWARE LICENSE AGREEMENT.** If the public safety communications equipment ordered and delivered under the terms and conditions of this Cooperative Purchasing Master Agreement requires software or firmware to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software License Agreement that will apply to such transactions. Contractor's current version of the Software License Agreement is located on the NASPO ValuePoint website. Contractor's software license agreement shall not conflict with the terms and conditions of this Cooperative Purchasing Master Agreement. If there are any conflicts between the Cooperative Purchasing Master Agreement and Contractor's Software License Agreement, the Cooperative Purchasing Master Agreement shall prevail.
- 5.9. **SUBSCRIPTION SERVICES AGREEMENT.** If the public safety communications equipment ordered and delivered under the terms and conditions of this Contract requires subscription services to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Subscription Services Agreement that will apply to such transactions. Contractor's current version of the Subscription Services Agreement is located on the NASPO ValuePoint website. Contractor's Subscription Services Agreement shall not conflict with the terms and conditions of this Master Agreement. If there are any conflicts between the Cooperative Purchasing Master Agreement and Contractor's Subscription Services Agreement, the Cooperative Purchasing Master Agreement shall prevail.

6. INVOICING & PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchasing Entity's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- Cooperative Purchasing Master Agreement No. 00318
 - Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - Contractor's Federal Tax Identification Number
 - Date(s) of delivery
 - Applicable goods/services
 - Invoice amount; and
 - Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Purchasing Master Agreement prices, less discounts or lower negotiated costs. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due within thirty (30) days of invoice. If Purchasing Entity fails to make timely payment(s), Contractor may invoice Purchasing Entity in the amount of one percent (1%) per

month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

- 6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. NO ADVANCE PAYMENT. No advance payment shall be made for the products and services furnished by Contractor pursuant to this Cooperative Purchasing Master Agreement; *Provided*, however, that the parties agree that maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.
- 6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Purchasing Master Agreement. Failure to do so shall constitute breach of this Cooperative Purchasing Master Agreement. Unless otherwise agreed, Purchasing Entity shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchasing Entity, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

7. CONTRACT MANAGEMENT.

- 7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Cooperative Purchasing Master Agreement. Enterprise Services' contract administrator shall provide Cooperative Purchasing Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Purchasing Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Contract Administrator 00318
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2218

Motorola Solutions, Inc.

Attn: Andrew Chyterbok
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781

Email: DESContractsTeamCypress@des.wa.gov

Tel: (360) 409-3223

Email: andrew.chyterbok@motorolasolutions.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchasing Entity issues pertaining to this Cooperative Purchasing Master Agreement.
- 7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise
Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Motorola Solutions, Inc.

Attn: Andrew Chyterbok
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781
Email:
andrew.chyterbok@motorolasolutions.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.

- 8.1. SUMMARY SALES DATA. Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Cooperative Purchasing Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- 8.2. DETAILED SALES DATA. Contractor also shall report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Participating Entity name; (4) Participating Entity bill-to and ship-to locations; (4) Participating Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; and (8) line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Enterprise Services and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall

include sales information for all sales under Participating Addenda executed under this Cooperative Purchasing Master Agreement.

- 8.3. **NASPO VALUEPOINT EXECUTIVE SUMMARY.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- 8.4. **REPORT OWNERSHIP.** Timely submission of these reports is a material requirement of the Cooperative Purchasing Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.
- 8.5. **CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA.** Participating Addenda, as well as Orders or transaction data relating to Orders under this Cooperative Purchasing Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Cooperative Purchasing Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Cooperative Purchasing Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

9. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

- 9.1. **NASPO VALUEPOINT COOPERATIVE PROGRAM.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Cooperative Purchasing Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Cooperative Purchasing Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Cooperative Purchasing Master Agreement.
- 9.2. **LOGOS.** NASPO VALUEPOINT logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 9.3. **ANNUAL SUPPLIER BUSINESS REVIEW.** Contractor agrees to participate in an annual supplier performance review at a location (virtual or in-person) selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees. The 2022 Annual Supplier Business Review requires in-person

attendance. Any subsequent Annual Supplier Business Review meetings may be attended virtually or in-person.

10. ADMINISTRATIVE FEES.

- 10.1. CONTRACTOR shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint ADMINISTRATIVE Fee of one-quarter of one percent (0.25%) of the quarterly sales by participating state. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.
- 10.2. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Cooperative Purchasing Master Agreement. The Contractor may adjust the Cooperative Purchasing Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

11. RECORDS RETENTION & AUDITS.

- 11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Purchasing Master Agreement and orders placed by Purchasing Entity under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 11.2. AUDIT. Upon reasonable advance written notice, Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasing Entity and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Cooperative Purchasing Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 11.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchasing Entity, Contractor shall reimburse Purchasing Entity for any overpayments inconsistent with the terms of this Cooperative Purchasing Master Agreement or orders, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records.

12. INSURANCE.

- 12.1. REQUIRED INSURANCE. During the Term of this Cooperative Purchasing Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.
- 12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Purchasing Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.
- 12.3. INSURANCE CERTIFICATE. Prior to commencement of performance, Contractor shall provide to Enterprise Services a Certificate of Insurance acceptable to Enterprise Services that (1) includes the State of Washington and Enterprise Services as additional insureds, (2) provides for written notice of cancellation delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

- 13. PUBLIC INFORMATION.** This Cooperative Purchasing Master Agreement, all related documents, and all records created as a result of the Cooperative Purchasing Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely

respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. DEFAULTS AND REMEDIES

14.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Cooperative Purchasing Master Agreement immediately by written cure notice of any default. Contractor may be required to submit a written cure plan within five (5) business days of Suspension notification. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Cooperative Purchasing Master Agreement. All of Contractor's obligations to Enterprise Services and Purchasing Entity survive termination of Contractor's rights under this Cooperative Purchasing Master Agreement, until such obligations have been fulfilled.

14.2. **DEFAULT.** Each of the following events shall constitute default of this Cooperative Purchasing Master Agreement by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Purchasing Master Agreement;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.3. **REMEDIES for DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Purchasing Master Agreement are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasing Entity replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Purchasing Master Agreement price and the replacement or cover price for identical equipment or services, as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement. Enterprise Services or Purchasing Entity will mitigate damages and provide Contractor with detailed invoices substantiating the charges.
- (c) Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Cooperative Purchasing Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, either Party shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order. Nothing in this Cooperative Purchasing Master Agreement shall be

construed to limit the rights and remedies available to either Party under the applicable commercial code.

- 14.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchasing Entity be liable to the other for exemplary or punitive damages. Contractor's total liability, whether for breach of contract, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the \$2,000,000 per claim or \$30,000,000 aggregate liability; *provided*, however, that nothing contained in this Section will in any way exclude or limit Contractor's liability for all damages arising out of gross negligence, personal injury or death.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT.

This limitation of liability provision survives the expiration or termination of this Cooperative Purchasing Master Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Cooperative Purchasing Master Agreement may be brought later than the limitations period specified by statute.

- 14.5. GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Cooperative Purchasing Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor. Contractor will be entitled to seek a change order to the extent Contractor provides documentary evidence that Contractor has incurred additional costs as a result of the suspension including costs to demobilize and remobilize the project.
- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Cooperative Purchasing Master Agreement; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services

already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

15. CLAIMS.

- 15.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents to the extent caused by its operations under this Cooperative Purchasing Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchasing Entity's property resulting directly or indirectly from its acts or omissions under this Cooperative Purchasing Master Agreement, to the extent attributable to negligence by Contractor or its agents.
- 15.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services, any Purchasing Entity, and NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint) (NASPO) and their respective employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") to the extent arising from any negligent act or omission of Contractor or its successors, agents, and subcontractors under this Cooperative Purchasing Master Agreement, except to the extent such claims are caused by Enterprise Services, any Purchasing Entity, or NASPO's negligence. Contractor shall take all steps needed to keep Purchasing Entity's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Cooperative Purchasing Master Agreement or in any other document executed in conjunction with this Cooperative Purchasing Master Agreement.
- 15.3. INDEMNIFICATION – Intellectual Property. The Contractor will defend at its expense any suit brought against NASPO, NASPO ValuePoint, Participating State or Purchasing Entity, ("Customer") to the extent it is based on a third party claim alleging Contractor manufactured equipment or Contractor software ("Contractor Product") directly infringes a United States patent or copyright ("Intellectual Property Claim") if Contractor receives reasonably prompt written notice of such claim or suit. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense.

If an Intellectual Property Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for Customer the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Contractor Product and grant Customer a credit for the Contractor Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

- (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) modified by a third party other than Contractor
 - (c) specified by the Contractor to work with the Product; or
 - (d) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (e) it would be reasonably expected to use the Product in combination with such product, system or method.

This Section 15 provides Customer's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. Customer has no right to recover and Contractor has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 15 are subject to and limited by the restrictions set forth in Section 14.4.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Cooperative Purchasing Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

17. GENERAL PROVISIONS.

- 17.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Cooperative Purchasing Master Agreement.
- 17.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 17.3. **INTEGRATED AGREEMENT.** This Cooperative Purchasing Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 17.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Cooperative Purchasing Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 17.5. **AUTHORITY.** Each party to this Cooperative Purchasing Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that

it has full power and authority to enter into this Cooperative Purchasing Master Agreement and that its execution, delivery, and performance of this Cooperative Purchasing Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 17.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Purchasing Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- 17.7. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Purchasing Master Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Cooperative Purchasing Master Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Purchasing Master Agreement notwithstanding any prior assignment of its rights.
- 17.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Purchasing Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17.9. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Cooperative Purchasing Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 17.10. FEDERAL FUNDS. To the extent that any Purchasing Entity uses federal funds to purchase goods and/or services pursuant to this Cooperative Purchasing Master Agreement, such Purchasing Entity shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery. Contractor shall have reasonable opportunity to review, and if required, clarify such requirement or certification prior to accepting any such order.
- 17.11. SEVERABILITY. If any provision of this Cooperative Purchasing Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Purchasing Master Agreement, and to this end the provisions of this Cooperative Purchasing Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Purchasing Master Agreement.
- 17.12. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its

obligations under this Cooperative Purchasing Master Agreement, nor shall any purported oral modification or rescission of this Cooperative Purchasing Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 17.13. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Purchasing Master Agreement shall survive and remain in effect following the expiration or termination of this Cooperative Purchasing Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.14. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Cooperative Purchasing Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Cooperative Purchasing Master Agreement or Order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- 17.15. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Cooperative Purchasing Master Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Order placed against the Cooperative Purchasing Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- 17.16. **SOVEREIGN IMMUNITY.** In no event shall this Cooperative Purchasing Master Agreement, any Participating Addendum or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.
- 17.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Cooperative Purchasing Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 17.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Cooperative Purchasing Master Agreement shall be construed as a whole according to their common meaning and not

strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Cooperative Purchasing Master Agreement. Each party hereto and its counsel has reviewed and revised this Cooperative Purchasing Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Purchasing Master Agreement. Each term and provision of this Cooperative Purchasing Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.

- 17.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Purchasing Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Purchasing Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Purchasing Master Agreement.
- 17.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Purchasing Master Agreement in their entirety.
- 17.21. CAPTIONS & HEADINGS. The captions and headings in this Cooperative Purchasing Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Purchasing Master Agreement nor the meaning of any provisions hereof.
- 17.22. ELECTRONIC SIGNATURES. An electronic signature of this Cooperative Purchasing Master Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Purchasing Master Agreement or such other ancillary agreement for all purposes.
- 17.23. COUNTERPARTS. This Cooperative Purchasing Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Purchasing Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Purchasing Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Elena McGrew
Elena McGrew
Its: Acting Statewide Enterprise Procurement
Manager

MOTOROLA SOLUTIONS, INC.
A DELAWARE CORPORATION

By: Neil Thomas
Neil Thomas
Its: Regional Vice President and Director of
Sales

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Cooperative Purchasing Master Agreement, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth herein are required. Contractor's insurance coverage shall be the amounts specified. Coverage in the amounts of these limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.
2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability and, Commercial Automobile Liability, Insurance shall include the State of Washington and all authorized Purchasing Entity (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Cooperative Purchasing Master Agreement, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Purchasing Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and amounts, have been secured. In addition, no less than five (5) days prior to coverage expiration, Contractor shall furnish to

Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All certificates of insurance shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Purchasing Master Agreement Insurance Certificate
**Cooperative Purchasing Master Agreement
No. 00318 – Public Safety Communications Products, Services and Solutions**
Attn: Team Cypress
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

Email: DESContractsTeamCypress@des.wa.gov

Note: For Email notice, the Email Subject line must state:

**Cooperative Purchasing Master Agreement Insurance Certificate –
No. 00318 – Public Safety Communications Products, Services and Solutions**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchasing Entity. All insurance or self-insurance of the State of Washington and/or Purchasing Entity shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Prior to utilizing any subcontractor, Contractor shall require any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation without at least thirty (30) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Purchasing Master Agreement.

00318 NVP-MA Motorola Clean-20211221_MSI_signed

Final Audit Report

2022-01-04

Created:	2022-01-04
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATm9nOYpuw4mH_AHN_ril9XZfWe7EIZrX

"00318 NVP-MA Motorola Clean-20211221_MSI_signed" History

-  Document created by Neva Peckham (neva.peckham@des.wa.gov)
2022-01-04 - 3:00:02 PM GMT- IP address: 198.238.242.30
-  Document emailed to Elena McGrew (elena.mcgrew@des.wa.gov) for signature
2022-01-04 - 3:01:00 PM GMT
-  Email viewed by Elena McGrew (elena.mcgrew@des.wa.gov)
2022-01-04 - 4:25:28 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Elena McGrew (elena.mcgrew@des.wa.gov)
Signature Date: 2022-01-04 - 10:19:39 PM GMT - Time Source: server- IP address: 198.238.242.30
-  Agreement completed.
2022-01-04 - 10:19:39 PM GMT



City Council Agenda Bill

Meeting Date: April 7,
2025

Agenda Item: 5.g.

Agenda Item Title: Contract Award: WTP Filter Rotork Actuators #25-103-WTR-001

Staff Contact(s): Andrew Rheume, Terry Nemeth

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

Tiffany Matson
Andrew Rheume

Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$87,765.09 to Beaver Equipment, LLC for the purchase of Filter Rotork Actuators for the Water Treatment Plant (WTP).

Background:

1. **History:** A valve actuator is the mechanism for opening and closing a valve and is a critical component of the operation of a water treatment plant. The current Rotork valve actuators at the WTP are no longer supported and parts are not being manufactured. Purchase of new actuators will reduce possible interruptions in water production.
2. **Key Terms:**
 - Contract is for a fixed price of \$87,765.09.
3. **Competitive Bidding:** In accordance with RCW 39.04.280, City Council waived the state competitive bidding requirements for the purchase and or replacement of Rotork brand valve actuators, parts, and service, used by the Anacortes Water Treatment Plant through [Resolution 3152](#).

Budget Impact:

Supplier	Beaver Equipment, LLC
Contract Amount	\$87,765.09
Earmarked Funds	\$210,000.00 in bars #
BARS #	401.730.534.10.48

Budget Amendment Required?	No
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Previous Action: [Resolution 3152](#) was approved by City Council at the [March 18, 2024 meeting](#).

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-103-WTR-001 with Beaver Equipment, LLC in the amount of \$87,765.09 for the purchase of WTP Filter Rotork Actuators.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-103-WTR-001



CONTRACT #25-103-WTR-001

Between

THE CITY OF ANACORTES

AND

BEAVER EQUIPMENT, LLC

WTP FILTER ROTORK ACTUATORS

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Beaver Equipment, LLC, a private company at 15112 NE 198th St, Woodinville, WA 98072 (herein after referred to as "Supplier").

1. **Scope of Work.** The Supplier shall furnish and deliver Rotork actuators for the Water Treatment Plant (WTP) filters at 14489 River Bend Rd, Mount Vernon, WA 98273, as detailed in Exhibit A, which is attached hereto and incorporated by reference.

2. **Price and Payment Terms.** The Total Contract Price is **Eighty-Seven Thousand Seven Hundred Sixty-Five Dollars and Nine Cents (\$87,765.09)**, which includes \$6,950.09 in 8.6% sales tax. The price per item is detailed in Exhibit A.

3. **Contract Term.** The contract term is from full execution through delivery and full acceptance by the City of all equipment and materials.

4. **Delivery.** Advance coordination of the work shall be made with the City's Project Manager, Mario Gonzalez (360) 428-1598. The Supplier shall:

- a. If shipping the items, the items must be shipped as Freight-On-Board (FOB) Destination, Freight Prepaid, and DDP Delivery Point if applicable. Timely delivery is of the essence to this Contract.
- b. When shipping item(s) to the City, Supplier shall obtain shipping insurance for the value of the item(s) through the shipping carrier with pre-approval of and at the cost of the City.
- c. Ensure all deliveries are made on a business day, during business hours (Monday through Friday, except City Council designated holidays, from 8:00 am, to 5:00 pm).
- d. Provide, at no additional charge, any goods, labor, packaging, crating or padding necessary to load, tie down and unload the item(s) to be delivered, so that they may be transported in a normal, safe manner without damage.
- e. Be liable for all risks for the item(s) until accepted by the City. The Supplier is responsible for any freight charges incurred in delivering the item(s) to the "FOB Point." A representative of the City will sign the Supplier's delivery ticket to acknowledge receipt of the item(s) by the City. Unless the Supplier 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.

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

6. **Warranty.** Supplier shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Supplier also warrants that the Goods and/or Services will conform to the specifications, and further warrants that the Goods and/or Services 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 Supplier 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 Supplier, in which case the cost of corrections shall be paid by the Supplier. In the event the Supplier does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Supplier. When corrections of defects are made, the Supplier 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 Supplier be allowed to disclaim or otherwise limit the express warranties set forth herein. In addition, the Supplier 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 Supplier's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Supplier. Supplier shall pay all expenses related to the return of such Goods to Supplier.

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

8. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Contract Title, Contract Number, and line item detail and price. The Supplier 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. Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

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

9. **Withholding Payment.** In the event the City determines that the Supplier 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 Supplier 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 Supplier to terminate or damages, provided that the City promptly gives notice in writing to the Supplier of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Supplier of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Supplier acts within the times and in strict accord with the provisions of the Disputes clause of this 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 Supplier, (3) to set off any amount so paid or incurred from amounts due to become due the Supplier. In the event the Supplier obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Supplier by reason of good faith withholding by the City under this clause.

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

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

12. **Insurance Requirements**

A. Insurance Term: The Supplier shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

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

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

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

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

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

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

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

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

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

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

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

13. Inspection.

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

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

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

15. Assignment/Subcontract. Supplier shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of City. No such written approval shall relieve the Supplier of any obligations of this Contract, and any transferee or subcontractor shall

be considered the agent of the Supplier. Supplier shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

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

17. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Supplier with funds paid by the City pursuant to the terms of this Contract 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 Supplier. Pursuant to RCW 42.56.70, all information and documents produced under this Contract may be subject to public disclosure.

18. **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, Supplier shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

19. **The City's Right to Terminate Contract.**

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

B. **Termination for Public Convenience:** The City may terminate the Contract 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 Contract is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit Contract prices for completed items of work through the date of termination. An equitable adjustment in the Contract 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 Contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by the City.

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

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

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

from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

23. Disputes

A. General: Differences between the Supplier and the City, arising under and by virtue of this Contract 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 Contract.

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

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

D. Dispute Resolution: In the event of a dispute between the City and the Supplier arising out of this Contract, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Supplier to have oversight over the administration of this Contract. 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.

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

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

26. Compliance with Laws. The Supplier in the performance of this Contract 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 Contract to assure quality of services.

27. **Severability**. If any term or condition of this Contract 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 Contract are declared severable.

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

29. **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

SUPPLIER:

Beaver Equipment, LLC
Mike McKamey
15112 NE 198th Street
Woodinville, WA 98072
MikeM@Beaver-Equipment.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

BEAVER EQUIPMENT, LLC

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Contract #25-103-WTR-001
Exhibit A

Beaver Equipment, LLC
15112 NE 198th Street
Woodinville, WA 98072
8558786386
MikeM@Beaver-Equipment.com
www.beaver-equipment.com



Quote

ADDRESS

City of Anacortes Water
c/o Accounts Payable
Anacortes Water Treatment
Plant
14489 River Bend Road
Mount Vernon, WA 98273

SHIP TO

City of Anacortes Water
c/o Kent Bolton
Anacortes Water Treatment
Plant
14489 River Bend Road
Mount Vernon, WA 98273

QUOTE # E250202A**DATE** 02/02/2025**SHIP VIA**

Best Method

TRACKING NO.

TBD

REP INITIALS

MGM

P.O. NUMBER

TBD

ORDER NUMBER

TBD

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Sale- Equipment	Rotork IQT250 mk3 Intelligent Actuator, with: - Watertight (NEMA 6) Enclosure, - FA10 Output Flange, - 480V 3Ø 60 Hz Power Supply, - 120 VAC Control Power, - Open/Close Operation, - Isolating Control, - 185 ft-lbs Available Torque, - 8 to 30 Seconds Stroke Time, - S1-S4 Programmable Relays, - No Additional Indication Options, - No other Accessories, - Wiring Diagram 310B0000, - Remote Control Circuitry Diagram RWS101, - Shipping & Handling, - Reuse Existing Valve Adaption & Machined Bushing, - Startup & Commissioning not included, but available upon request., - Adaption & Machining not included, - Valve not included, and - Replacement actuators for IQT Mk2 Pro series actuators with serial numbers B447350109 and B447350102.	2	7,204.00	14,408.00
Sale - Freight	Shipping & Handling - Included	1	0.00	0.00
Sale- Equipment	Rotork IQT2000 mk3 Intelligent Actuator, with: - Watertight Enclosure, - FA14 Output Flange,	4	9,057.00	36,228.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	- 480V 3Ø 60 Hz Power Supply, - 120VAC Customer-Supplied Control Power, - Open/Close Operation, - 60 starts/stops per hour, - Isolating Control, - Hard-wired Control, - 1476 ft-lbs Available Torque, - 60 to 240 Seconds Stroke Time, - S1-S4 Programmable Relays, - Hardwired Control, - No Additional Indication Options, - No other Accessories, Wiring Diagram 310B0000, - Remote Control Circuitry Diagram RWS101, - Shipping & Handling, - Reuse Existing Valve Adaption & Machined Bushing, - Startup & Commissioning not included, but available upon request., - Adaption & Machining not included, - Valve not included, and - Replacement actuators for IQT Mk2 Pro series actuators with serial numbers B447350603, B447350507, B447350601, and B447350510.			
Sale-Equipment	Rotork IQTM2000 mk3 Intelligent Actuator, with: - Watertight Enclosure, - FA14 Output Flange, - 480V 3Ø 60 Hz Power Supply, - 120VAC Customer-Supplied Control Power, - Modulating Operation & Control, - 1,800 starts/stops per hour, - Analog 4-20mA In & Out for Indication and Control, - CPT/Folomatic Card, - 1476 ft-lbs Available Torque, - 60 to 240 Seconds Stroke Time, - S1-S4 Programmable Relays, - No Additional Indication Options, - No other Accessories, Wiring Diagram 413B0000, - Remote Control Circuitry Diagram RWS103, - Shipping & Handling, - Reuse Existing Valve Adaption & Machined Bushing, - Startup & Commissioning not included, but available upon request., - Adaption & Machining not included, - Valve not included, and - Replacement actuator for IQTM Mk2 Pro series actuators with serial number B447350101.	1	10,725.00	10,725.00
Sale-Equipment	Rotork IQ10 Mk3 Actuator, with: - Watertight (WT) Enclosure, - FA10 Actuator Output Flange, - Type B4 coupling, - 480V 3Ø 60 Hz, - 120 VAC Control Power, - Output Speed: 43 rpm (B447350807) - Output Speed: 57 rpm (B447350904),	2	9,727.00	19,454.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	- 25 ft-lbs Maximum Rated Torque, - Side Handwheel 5:1 ratio, - Four (4) Programmable Relays, S1-S4; - Open/Close Operation, - Gearbox not Included, - Adaption not Included, - Machining not included, - Startup & Commissioning not included, but available upon request., - Wiring Diagram 110B0000 (Attached), - Remote Control Circuitry Diagram RWS101, and - Replacement actuators for IQ Mk2 series actuators with serial numbers B447350807 and B447350904.			
Notes	Notes: 1. For the above-quoted actuators, it is planned to reuse the existing adaption, gearboxes, and drive bushings. As such, no adaption and machining is included in the quote. 2. Startup & commissioning is not included in the quote, but is available upon request. 3. Delivery lead time is 8 to 10 weeks, after receipt of approved order. 4. Relevant Wiring Diagrams and Remote Control Schematics attached. 5. RFQ Summary Document attached. 6. Nameplate pics attached, for reference. 7. Rotork's letter authorizing Beaver Equipment as the sole provider of Rotork IQ & IQT actuators in the Pacific Northwest for the water (municipal) & power market. 8. Beaver Equipment's line card is attached.	1	0.00	0.00

Thank you for your business! Beaver Equipment, LLC accepts credit cards as well as ACH payments. Please contact Gary Langenbach at GaryL@Beaver-Equipment.com if you need ACH setup information. Thank you, again.

*Unless otherwise noted above, this estimate is for equipment and parts only and does not include additional hardware, connections, inspection, startup services, or installation of equipment.

SUBTOTAL	80,815.00
TAX	0.00
TOTAL	\$80,815.00



City Council Agenda Bill

Meeting Date: April 7,
2025

Agenda Item: 5.h.

Agenda Item Title: Contract Award: Paper To Digital Permitting - Large Format Building Files Digitization #24-282-PLN-002

Staff Contact(s): John Coleman

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

Tiffany Matson
John Coleman

Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$51,483.00 to FreeDoc LLC to perform the Paper To Digital Permitting - Large Format Building Files Digitization project. FreeDoc LLC will digitize an estimated 180 Building Department plan sets (estimated 14,400 drawing sheets).

Background:

1. **History:** We have a large quantity of large format paper files that are in the basement storage and are difficult to access. They also block access to other departments files. The Paper to Digital Permitting Grant includes funding for digitization of paper building permit files. Council has already approved the grant acceptance that will fund the project, we would like to use those funds.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$51,483.00.
 - The period of performance is from contract inception through June 15, 2025.
3. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Contractor	FreeDoc LLC
Contract Amount	\$51,483.00
BARS #	001.240.558.50.41

Budget Amendment Required?	No
Start Date	Inception
End Date	6/15/2025

Previous Action: Interlocal agreement #[24-282-PLN-001](#) with Washington State Department of Commerce to receive grant funding for the project was approved by Council at the [11/18/24](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-282-PLN-002 with FreeDoc LLC in the amount of \$51,483.00 to perform the Paper To Digital Permitting - Large Format Building Files Digitization project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-282-PLN-002



AGREEMENT #24-282-PLN-002

Between THE CITY OF ANACORTES AND FREEDOC LLC

Paper To Digital Permitting - Large Format Building Files Digitization

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and FreeDoc LLC, hereinafter referred to as the "Contractor".

1. **Scope of Work**. Under this Agreement, the Contractor shall digitize an estimated 180 Building Department plan sets (estimated 14,400 drawing sheets). Drawings are presently rolled and stacked atop each other in a downstairs location. Physical condition may vary. Work is detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Rob Frisinger, or designee, hereinafter referred to as Project Manager.

2. **Document Security**. Contractor shall ensure City-owned documents remain organized and stored in a secure location at all times while in their possession. Documents shall not be left unattended during transportation.

3. **Library Control - File Requests**. Files will be made available to the City during the conversion process. Requests submitted to the Contractor by noon Pacific time are fulfilled before noon Pacific time the next day, and may occur through expedited processing via secure PDF encryption. Volume of file requests, urgency and time required to complete, as well as available file metadata may impact this delivery schedule, and determine which method is selected.

4. **State Funds**. The City of Anacortes has received funding from the Washington State Department of Commerce and the State of Washington for the performance of this Scope of Work. Therefore, the Contractor agrees to be bound to, and to follow, all applicable terms of the contract between the City of Anacortes and the Washington State Department of Commerce, COA #24-282-PLN-001/WADOC #25-63342-201, which is attached hereto as Exhibit C and incorporated by reference. The Washington State Department of Commerce and the State of Washington are not liable for claims or damages arising from the Contractor's performance of contract.

5. **Price and Payment Terms**. The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Fifty-One Thousand Four Hundred Eighty-Three Dollars (\$51,483.00)**. The billable rates for services provided shall be in accordance with Exhibit B, which is attached hereto and incorporated by reference.

6. **Period of Performance**. The period of performance under this Agreement is from inception through June 15, 2025.

7. **Subcontracts**. The Contractor 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 Contractor 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 Contractor. 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 Contractor of any responsibility to carry out the Contract,
- b. Relieve the Contractor 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.

Contractor 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 Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice, reference Clause Notices, of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this Agreement, with respect to which the Contractor 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 Contractor 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 Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor'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**, Agreement Price, and amount requested per invoice. The Contractor must invoice no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor 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 Contractor 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 Contractor 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 Contractor to terminate or damages, provided that the City promptly gives notice in writing to the Contractor 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 Contractor 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 Contractor 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 Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

11. **Final Payment: Waiver of Claim.** The Contractor's acceptance of final payment shall constitute a waiver of claims, except those previously and properly made and identified by the Contractor 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 Contractor 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 Contractor. 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, Contractor 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.** Contractor 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 Contractor 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the

extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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. Insurance.

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

B. No Limitation: Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor 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: Contractor 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 Contractor'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.

D. Minimum Amounts of Insurance: Contractor 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.

E. Other Insurance Provision: The Contractor'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 Contractor'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 Contractor 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 Contractor **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Contractor 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 Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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

H. Notice of Cancellation: The Contractor 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 Contractor 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 Contractor 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 Contractor from the City.

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

16. Registered or Licensed. The City is prohibited from executing an Agreement with a Contractor 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 Contractor may appeal to the City Attorney, whose decision shall be final. The Contractor 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 Contractor of their obligations or responsibilities under the Agreement. However, the Contractor shall be responsible for their own methods and conduct during the period of performance.

18. Standard of Care. The Contractor represents that they have the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Contractor, and any persons employed by Contractor, 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 Contractor, 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. Contractor 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 Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

21. Acceptance. Contractor 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 Contractor. These contract terms supersede all conflicting or additional terms pre-printed on any purchase order, quote, invoice, Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor. The Contractor 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 Contractor 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 Contractor 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 Contractor to perform services in addition to those listed in this Agreement, and Contractor 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 Contractor 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 Contractor shall not be assigned or subcontracted without the express written consent of the City.

27. Covenant Against Contingent Fees. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor 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 Contractor shall have no recourse against the City.

30. **Compliance with Laws.** The Contractor 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 Contractor 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

CONTRACTOR:
FreeDoc LLC
Peter Frix
PO Box 2007
Bothell, WA 98041
pfrix@freedoc.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

FREEDOC LLC.

By _____

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



AGREEMENT #24-282-PLN-002 EXHIBIT A

Scope of Work

1. Physical Record Pick Up

- a. Contractor will pack, and transport the physical records to Contractor's Lynnwood processing facility.
- b. A Chain of Custody will be created for box tracking and accountability.

2. Digital Image Processing

- a. Digitization of records is recommended at 200 DPI, in grayscale, as multipage TIFF images.

3. Image Indexing

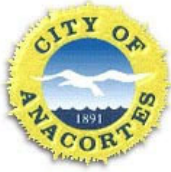
- a. Index digital records with data according to each plan set.
 - i. DATE – required data field
 - ii. ADDRESS – required data field
 - iii. PERMIT No. – optional data field (if readily visible upon the plan set)

4. Image Delivery

- a. Digital records will be delivered via secure image download from Cloud or on a hard drive.
- b. The method of assisting the City to receive the image files is to be determined with a technical contact at the City.

5. End state for physical records

- a. Secure storage of the drawings until instructed and authorized by the City's Project Manager to either perform secure shred or return original documents to the City. The authorization must be obtained for each individual document and no destruction may take place until such authorization is received from the City. Instruction and authorizations will be provided by the City within 6 months of the City's receipt of the electronic files.
- b. A certificate of destruction will be provided.



**AGREEMENT #24-282-PLN-002
EXHIBIT B**

PROJECT SETUP	RATE				MEASURE	Quantity	Extended
Image Conversion, Scope consulting	214				Per hour	1	\$214
Technical Configuration	214				Per hour	4	856
FILE MANAGEMENT							
Pre-scan preparation	38				Per hour	4	152
Indexing	58				Per hour	4	232
Quality Assurance (QA) – 100% image review	58				Per hour	40	2320
Post Processing – production services	58				Per hour	4	232
Library Services – spot color, records requests	98				Per hour	0	0
ENGINEERING SCANNING – Condition / Chroma	A	B	C	D			
Oversize (11x17 and larger) – B&W	2.25				Per image	14400	32400
Gray (add-on)	0.85				Per image	14400	12240
Materials / Production Services							
Separator Creation	10				Per ream	1	10
Wide Format glass – per project	575				Each	1	575
Wide Format white background – per project	375				Each	1	375
File export (Cloud, DM, or ECM system)	214				Per hour	4	856
Secure Records Center / Confidential Destruction							
Plan Set (drawings) box	1.8				Per month	6	216
Confidential Destruction (Box)	15				Per bx	20	300
Local PU – Inventory Mgt / Light Transportation							
Inventory Tracking – per 25 boxes	49				Per 25 bx	1	49
Trip fee over 30 miles + mileage + per diem	0.9				Per mile	140	126
File Pulls – Materials / Inventory / Transportation							
Materials for packing/storage (Box & tape)	Market + 10%				Per 25 bx	150	150
On-site staffing, travel, per diem	Market + 10%				Per person	1	180
Total Estimate							\$ 51,483



Interagency Agreement with

City of Anacortes

through

Growth Management Services

Contract Number:
25-63342-201

For

Paper to Digital Permitting Grant

Dated: Date of Execution



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Face Sheet

Contract Number: 25-63342-201

Local Government Division
Growth Management Services
Paper to Digital Grant

1. Contractor City of Anacortes 904 6th Street Anacortes, WA 98221-1716		2. Commerce Regional Planner Lexine Long Senior Planner (360) 480-4498 Lexine.Long@commerce.wa.gov		
3. Contractor Representative Rob Frisinger Deputy Building Official (360) 588-8297 robfr@anacorteswa.gov		4. COMMERCE Representative Jo Anne Wright Senior Planner (509) 601-0385 joanne.wright@commerce.wa.gov		
5. Contract Amount \$197,335	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Date of Execution	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A		
10. Tax ID # N/A		11. SWV # SWV0000302-00	12. UBI # 91-6001227	13. UEI # N/A
14. Contract Purpose The purpose of this Paper to Digital Grant Program is to provide funding to a jurisdiction to transition from paper permitting systems to software systems capable of processing digital permit applications, virtual inspections, electronic review and with the capacity for video storage.				
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.				
FOR CONTRACTOR DocuSigned by: 9C8EE8989EBA4F7... Matt Miller, Mayor City of Anacortes 12/6/2024 2:49 PM PST Date		FOR COMMERCE DocuSigned by: 80312B04865C458... Mark K. Barkley, Assistant Director Local Government Division 12/9/2024 12:05 PM PST Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE		



Special Terms and Conditions

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred ninety-seven thousand three hundred thirty-five dollars (\$197,335)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 25-63342-201. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2024, for services and deliverables described under this Agreement.



Duplication of Billed Costs

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

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget (Attachment B) that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15% threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

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

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.



8. ORDER OF PRECEDENCE

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

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



General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the



majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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



15. SUBCONTRACTING

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMERCE any property specifically produced



or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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

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

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

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

20. TREATMENT OF ASSETS

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



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

21. WAIVER

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



Attachment A: Scope of Work

Grant Objective: Transition paper filing system to a software system capable of processing digital permit applications, virtual inspections, electronic review and with the capacity for video storage.

Tasks / Deliverables	Description	End Date
Task 1		
Deliverable 1.1	Laserfiche (LF) connector on Smartgov (SG) side.	June 15, 2025
Deliverable 1.2	Laserfiche connection on City side.	June 15, 2025
Deliverable 1.3	Staffing to clear backlog of existing SG to LF.	June 15, 2025
	Deliverables 1.1 - 1.3: Progress reports and related documentation demonstrating status and completion of task(s).	June 15, 2025
Task 2		
Deliverable 2.1	Workflow analysis and recommendations for system tune-up	June 15, 2025
Deliverable 2.2	Implementation of workflow improvement recommendations	June 15, 2025
Deliverable 2.3	Training staff in permitting software use (includes project management for map connector and parcel connector)	June 15, 2025
Deliverable 2.4	Implementing GIS connector	June 15, 2025
Deliverable 2.5	Automating parcel updates	June 15, 2025



Deliverable 2.6	Configure Bluebeam to Smartgov connector	June 15, 2025
	Deliverables 2.1 - 2.6: Progress reports and related documentation demonstrating status and completion of task(s).	June 15, 2025
Task 3		
Deliverable 3.1	Video inspection search	June 15, 2025
Deliverable 3.2	Implementation of video inspection system	June 15, 2025
Deliverable 3.3	Video storage implementation	June 15, 2025
	Deliverables 3.1 - 3.3: Progress reports and related documentation demonstrating status and completion of task(s).	June 15, 2025
Task 4		
Deliverable 4.1	Scoping/vendor search of paper to digital storage to facilitate permit issuance and productivity	June 15, 2025
Deliverable 4.2	Temp Staff to sort paper documents for digitization	June 15, 2025
Deliverable 4.3	Digitization process outsourced	June 15, 2025
Deliverable 4.4	Temp staff to import files to LF.	June 15, 2025
	Deliverables 4.1 - 4.4: Progress reports and related documentation demonstrating status and completion of task(s).	June 15, 2025
Task 5	Final report on transition from paper to digital including lessons learned	
Deliverable 5	Final report	June 15, 2025



Attachment B: Budget

Task/Deliverable		Amount
Deliverable 1.1	Laserfiche connector on Smartgov side	\$3,562.50
Deliverable 1.2	Laserfiche connection on City side	\$3,562.50
Deliverable 1.3	Staffing to clear backlog of existing SG to LF	\$10,000.00
Deliverable 2.1	Workflow analysis and recommendations for system tune-up	\$22,000
Deliverable 2.2	Implementation of workflow improvement recommendations	\$34,000
Deliverable 2.3	Training staff in permitting software use (includes project management for map connector and parcel connector)	\$6,412.50
Deliverable 2.4	Implementing GIS connector	\$1,425.00
Deliverable 2.5	Automating parcel updates	\$3,562.50
Deliverable 2.6	Configure Bluebeam to Smartgov connector	\$1,710.00
Deliverable 3.2	Implementation of video inspection system	\$5,000
Deliverable 4.2	Temp Staff to sort paper documents for digitization	\$20,000
Deliverable 4.3	Digitization process outsourced	\$76,100
Deliverable 4.4	Temp staff to import files to LF.	\$10,000
Total Grant		\$197,335

Internal routing form. Will be deleted after contract fully signed.

Commerce GMS programs - Contract review and routing form		
Reviewer	Name	Initials and Date
Budget Analyst	Corina Campbell	DS CC 12/6/2024 1:32 PM PST
GMS Managing Director	Dave Andersen	DS DA 12/6/2024 1:33 PM PST
Deputy Assistant Director – LGD	Tony Hanson	DS TH 12/9/2024 12:04 PM PST



City Council Agenda Bill

Meeting Date: April 7,
2025

Agenda Item: 6.a.

Agenda Item Title: Approval of Renewal of a Master Permit for Telecommunications Use of Right of Way for City of Anacortes / ACCESS Anacortes Fiber Internet Installation in accordance with AMC Chapter 5.38.160

Staff Contact(s): Darcy Swetnam

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Steve Hoglund	Public Hearing
John Coleman	

Item Summary: Chapter 5.38 requires a master permit for operation of a telecommunication system within City rights-of-way. Access Anacortes Fiber Internet applied for and received a master permit in March 2020, which is good for 5 years per Section 5.38.110(8). Section 3.38.150 AMC requires applicants to apply for a renewal master permit and provides the process and criteria for approval. Attached are the applicant's application, supporting materials, the 2020 submittals, and a proposed decision. Access Anacortes is the only applicant to have received a master permit pursuant to Chapter 5.38 AMC. Staff have reviewed the application materials and recommend approval because the materials demonstrate the application meets the criteria in Chapter 5.38 AMC.

Budget Impact:
N/A

Previous Action: Access Anacortes Fiber Internet was issued a master permit in March 2020.

Recommended Motion: I move we approve the master permit renewal for Access Anacortes Fiber Internet and adopt the proposed master permit renewal decision and agreement as presented.

Alternative Actions: Deny, deny in part, or add conditions

Attachments (listed in order presented):
1. Proposed Renewal Master Permit for Fiber

2. 2025 Application and Materials
3. 2020 Application and Materials
4. Access Map 2024 0919
5. EDA Expansion Map 2025 0321



CITY COUNCIL'S MASTER PERMIT RENEWAL DECISION and AGREEMENT

PUBLIC

HEARING: April 7, 2025, @ 6:00 PM

PROJECT NAME: Access Anacortes Fiber Internet Master Permit Renewal

FILE NUMBER: PLN-2020-0001 – Renewal

APPLICANT: City of Anacortes
Access Anacortes Fiber Internet
P.O. Box 547
Anacortes, WA 98221

SUBJECT PROPOSAL: Access Anacortes Fiber Internet requests a renewal of its Master Permit to provide municipal broadband services in the rights-of-way within the City of Anacortes.

THIS MATTER, having come before the City Council of the City of Anacortes on an application from Access Anacortes Fiber Internet for a renewal of Master Permit number PLN-2020-0001 pursuant to Section 5.38.150 AMC, **NOW** the City Council of the City of Anacortes hereby adopts the following Findings of Fact, Conclusions of Law, and Decision and issues this Permit conditioned on the agreement of the applicant:

FINDINGS OF FACT:

1. Access Anacortes Fiber Internet was granted a master permit to enter, use, and occupy the rights-of-way in the City of Anacortes for locating municipal broadband facilities on March 16, 2020, which has not been revoked or modified.

2. The applicant submitted a complete application for renewal and all necessary materials to support its application as required by Section 5.38.150 AMC, including payment of the required fees.
3. The City is not aware of any violations by the applicant of its master permit.
4. The City Council held a public hearing on April 7, 2025 on the present application, where it considered the application, viewpoints of any member of the public who wished to comment either at the hearing or in writing, the capacity of public rights-of-way in Anacortes, and any other relevant information.
4. Any finding of fact better deemed a conclusion of law is hereby adopted as such.

CONCLUSIONS OF LAW:

1. All parties have received proper notice of the public hearing.
2. Pursuant to Section 5.38.110(C)(8), a master permit has a duration of five years unless revoked or modified.
3. The applicant's master permit renewal application conforms to the requirements of Chapter 5.38 AMC and the criteria therein.
4. The public right-of-way continues to have capacity to accommodate the applicant's existing facilities.
5. The applicant has complied with the requirements of Title 5 and the previous master permit agreement.
6. The applicant is in compliance with applicable federal, state, and local wireless telecommunication laws, rules, and policies.
7. The continued grant to use the public right-of-way will serve the community's interest.
8. Any conclusion of law better deemed a finding of fact is hereby adopted as such.

DECISION:

NOW, THEREFORE, the City Council of the City of Anacortes, having heard the application from the applicant, hereby grants the renewal application in whole to Access

Anacortes Fiber Internet, extending the applicant's master permit for another 5 years from the date of this renewal. This approval is subject to the following conditions:

1. Compliance: The applicant will comply with the terms of use and requirements of Chapter 5.38 AMC.
2. Indemnification: The applicant agrees to indemnify the City to the extent and as required in Section 5.38.230 AMC.
3. Inspections: All work performed pursuant to this permit is subject to periodic inspection by City representatives.

THE MOTION WAS INTRODUCED, PASSED, AND CARRIED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 7th day of April, 2025.

CITY OF ANACORTES, WASHINGTON

MATT MILLER, MAYOR

Approved as to form and legality:

ATTEST:

Darcy Swetnam, WSBA# 40530
City Attorney

Steven D. Hoglund, City Clerk Treasurer

Applicant:



Emily Schuh
Director, Administrative Services

March 11, 2025

Planning, Community, & Economic Development Department
City of Anacortes
904 Sixth Street
Anacortes, WA 98221



RE: PLN-2020-0001 Renewal

Dear Ms. Grage:

ACCESS Anacortes Fiber Internet, operating as a subunit of the City of Anacortes, is pleased to submit a renewal application for our Master Permit for Telecommunications Use of Right of Way.

ACCESS Anacortes Fiber Internet is deploying a fiber optic network passing nearly every business and residence within Anacortes. The backbone cables in our network are a combination of aerial and underground. Our network is deploying pad-mounted cabinets (roughly 24"d x, 36"w x 36"h) either in the public right of way (outside of the lane of travel) or on private property (under appropriate easements). Public safety is a primary criteria for cabinet site selection.

Exhibit A provides a map depicting the backbone infrastructure (aerial and underground)

Exhibit B provides a copy of our pole attachment agreement with Puget Sound Energy.

Exhibit C provides an Evidence of Insurance from the Washington Cities Insurance Authority.

Exhibit D provides a screenshot from the State of Washington Utilities and Transportation Commission website indicating that a city-owned network (such as ACCESS Anacortes Fiber Internet) that provides telecommunications is not required to register with the Commission.

I understand that Section 5.38.040 of the City's municipal code requires that we obtain a construction permit prior to deploying any portion of our network. Our division has consistently submitted for and obtained construction permits for each construction phase.

Feel free to reach out with any questions about our permit renewal.

Sincerely,

Emily C. Schuh
Director, Administrative Services

enclosures (4)



PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT DEPARTMENT

Mailing Address: P.O. Box 547, Anacortes, WA 98221

Office Location: 904 6th Street, Anacortes WA 98221

Phone: (360) 293-1901



Master Permit for Telecommunications Use of Right of Way Submittal Packet

A master permit must be obtained from the Anacortes City Council prior to construction, placement, maintenance, or operation of any pipes, ducts, utility tunnels, vaults, maintenance holes, poles, fixtures, wires, utility facilities, wireless facilities, or any appurtenances necessary for the purpose of providing wireless service, or to conduct any public utility business, on, over, or under the public right-of-way.

([AMC 5.38.040](#))

MASTER PERMIT APPLICATION FOR TELECOMMUNICATIONS USE OF RIGHT OF WAY

1. TYPE OF APPLICATION

☐ NEW ☒ RENEWAL (Existing Agreement #: [PLN-2020-0001](#))

2. APPLICANT INFORMATION

Name of Applicant: City of Anacortes Access Anacortes Fiber Internet	Phone: 360-588-8361
Address (Street, City, State, Zip): PO Box 547 Anacortes, WA 98221	Email Address: broadband@anacorteswa.gov
Name of Person Filing This Application: Emily Schuh	Title: Administrative Services Director
Address (Street, City, State, Zip): 904 6th St Anacortes, WA 98221	Company: City of Anacortes
Email Address: emilys@anacorteswa.gov	Phone (360)299-1941

3. AFFILIATES INFORMATION

List all affiliates of the applicant who will be authorized to work in the right-of-way under the agreement:
[None](#)



PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT DEPARTMENT

Mailing Address: P.O. Box 547, Anacortes, WA 98221

Office Location: 904 6th Street, Anacortes WA 98821

Phone: (360) 293-1901

4. DESCRIPTION OF SERVICES

- a. Brief description of nonconfidential, nonproprietary utility or wireless telecommunications services that are or will be offered or provided by the applicant over its facilities:
1. Residential Internet service
 2. Business-class Internet service
 3. Dark fiber
 4. Point-to-point Ethernet service
 5. Dedicated Internet Access service
- b. Brief description of nonconfidential, nonproprietary transmission medium that will be used to offer or provide such services:
- Optical fiber
- c. The area or areas of the city the applicant desires to serve and a schedule for building out (offering service to) the entire area encompassed by the master permit:
- We intend to offer service to the majority of residences and businesses within the city limits of the City of Anacortes. We anticipate completing customer installations by Q4 2027.

5. SIGNATURE

I declare under penalty of perjury under the laws of the State of Washington that all of the statements and answers contained herein, and the information submitted with this application form is in all respects, true, correct, and complete to the best of knowledge and belief.

Signature

March 11, 2025

Date

Emily C. Schuh

Printed Name



PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT DEPARTMENT

Mailing Address: P.O. Box 547, Anacortes, WA 98221

Office Location: 904 6th Street, Anacortes WA 98821

Phone: (360) 293-1901

SUBMITTAL CHECKLIST

Applicant Checklist	Submittal Requirement Checklist	For office use:
	Master Permit Application for Telecommunications Use of Right-of-Way Application Form (attached)	
	Preliminary engineering plans, specifications, and maps, including (but not limited to): - The location of any existing utilities and/or wireless telecommunications facilities in the city that the applicant intends to use or lease - Facilities to be located within the public right-of-way (in sufficient detail to identify the location and route of the proposed facilities within the public right-of-way) - The location of the applicant's existing facilities within the right-of-way, if any - Specific trees, structures, facilities, and /or obstructions, if any, that the applicant proposes to temporarily or permanently remove or relocate	
	Will the applicant be constructing wireless facilities on another service provider's facilities? ☐ YES ☒ NO If yes, provide a notarized statement that the applicant has permission to use such	
	Does the application involve a small wireless facility? ☐ YES ☒ NO If yes, provide preliminary engineering plans showing all dimensions of the wireless	
	Is installation of overhead facilities proposed? ☒ YES ☐ NO If yes, provide evidence that surplus space is available for locating the facilities on existing utility poles along the proposed route.	
	Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities, and to offer or provide the services, including, but not limited to, evidence that the applicant has registered with the Washington Utilities and Transportation Commission.	
	Proof of compliance with other the provisions of AMC Ch. 5.38, including but not limited to the indemnity, insurance, and bond requirements	
	Submit Application Please send applications in PDF format to pced@cityofanacortes.org . An email with a link to a file share site is also acceptable. Paper copies may be requested after initial review.	Application Fee See the Land Use Permit Fee Schedule Fees will be invoiced to you after receipt of your application.

EXHIBIT A
ACCESS Anacortes Fiber Internet Backbone Map



Anacortes Fiber Optics



Legend

- City Limits
- Aerial
- Underground

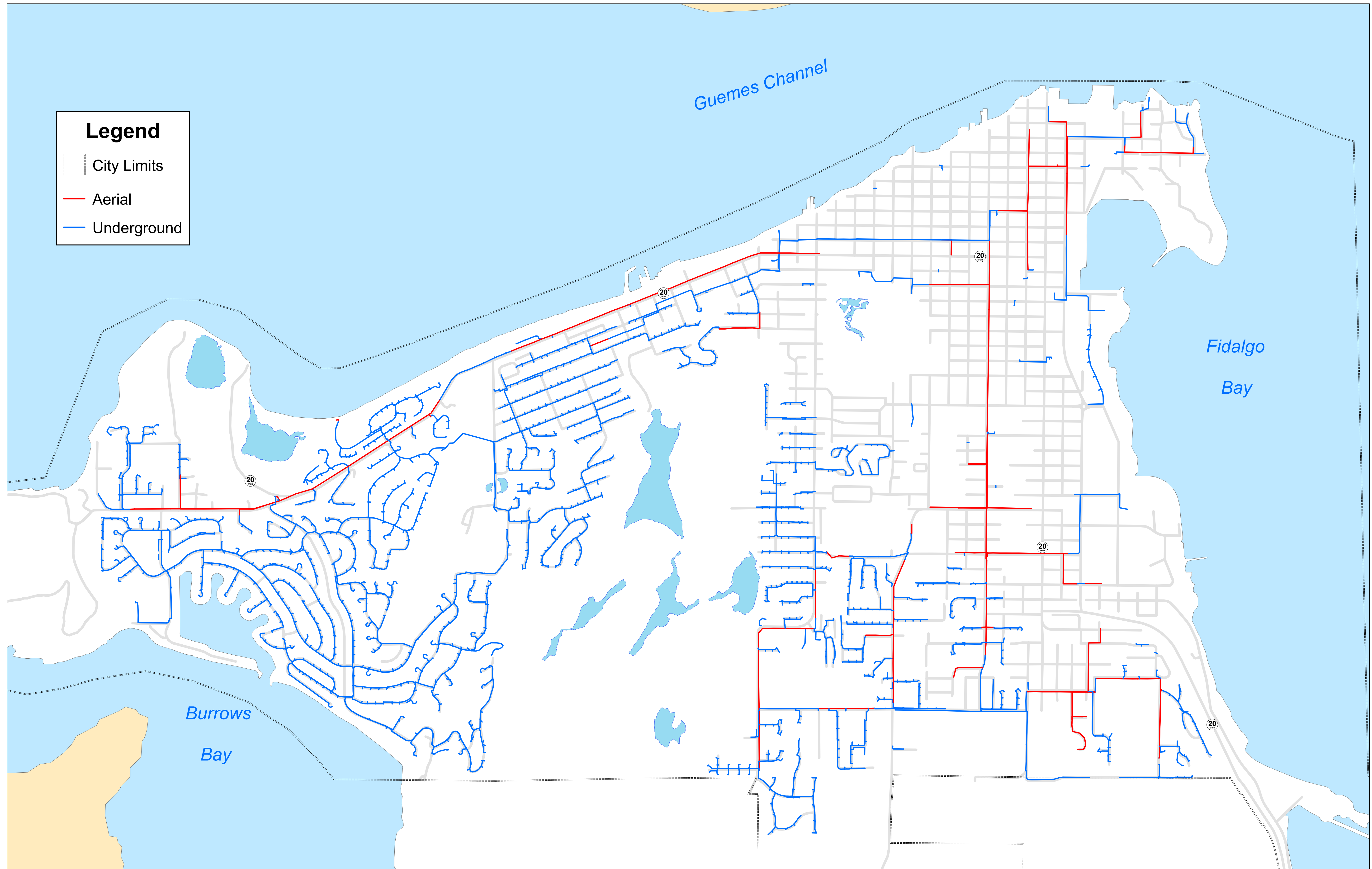


EXHIBIT B
Pole Attachment Agreement
With
Puget Sound Energy



POLE ATTACHMENT AGREEMENT

BETWEEN

PUGET SOUND ENERGY, INC.

AND

CITY OF ANACORTES

Date: 10/16/2019

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POLE ATTACHMENT AGREEMENT FOR CITY OF ANACORTES

This Agreement, dated as of 10/16/2019, is made by and between **Puget Sound Energy, Inc.**, a Washington corporation ("PSE"), and **City of Anacortes**, a Washington municipal corporation ("City"). In this Agreement PSE and City are sometimes referred to individually as a "Party" and collectively as the "Parties."

PSE and City agree as follows:

SECTION 1. SCOPE AND DEFINITIONS

1.1 This Agreement governs all attachments of City's fiber optic communications system (the "System") and related Equipment now or hereafter made in relation to any utility poles owned in whole by PSE (individually a "Pole", collectively the "Poles"), with or without PSE's consent.

1.2 The Parties hereby acknowledge a Pole Attachment Agreement dated 12/21/2016 between Puget and the City, providing for the attachment of City communication cable to approximately 265 PSE Poles. Said Pole Attachment Agreement is hereby incorporated by reference and any conflicts between this Agreement and the 2016 Agreement shall be controlled by this Agreement. The Parties also acknowledge existing Attachments in the City Central Business District. It is the Parties' intention that any existing Attachments that predate execution of this Agreement be governed by this Agreement.

1.3 When used in this Agreement with the initial letter capitalized, the following terms shall have the following specified meanings:

"Agreement" means this Pole Attachment Agreement between PSE and City together with all exhibits attached hereto.

"Annual Rental Fee" means the fees described in the attached Appendix III.

"Arm" means any wood, fiberglass or steel extension from a Pole used to support Equipment.

"Assignment" as described in Section 24 of this Agreement.

"Attach" (or any conjugation thereof) means to affix, fasten or otherwise attach Equipment to a Pole, either directly or indirectly, including, without limitation, by overlashing or attaching any Equipment to other equipment, cables, attachments or devices affixed, fastened or otherwise attached to a Pole.

"Attachment" will have the meaning given to it on Section 2.1 of the Agreement.

"Attachment Application" a written or electronic application form(s) requesting permission to attach any Equipment to any Pole.

"Attachment Permit" or "Permitted Attachment" will mean a completed permit in the form of Appendix II attached hereto that has been duly and properly executed by PSE or an Attachment authorized in such permit.

"Calendar Year" means any period from January 1 through December 31 of any given year.

"Certificate of Insurance" means a standard ACORD certificate or documentation from an agent authorized by the insurer(s) demonstrating insurance carriers, policy numbers, effective dates, limits of liability and deductible amounts.

"Electronic Notice" will have the meaning given to it in Section 25.2 of the Agreement.

"Equipment" means any coaxial and fiber optic cables, messenger strand, conduit or risers, span guys, down guys, anchors, service drops, mainline, overlash (i.e., any conductor that is overlash on an existing conductor after the initial permit), a configuration of equipment attached to the Pole that includes one or more of the following: power supplies, equipment enclosures, amplifiers and terminal boxes or other similar equipment, other attachments and related equipment made in relation to a utility pole.

"Event of Default" will have the meaning given to it in Section 7.1 of the Agreement.

"Facilities" means any poles, towers, arms, transformers, down guys and anchors, vaults, conduits, handholds, and/or electric system appendices.

"First Trip Costs" means any expenses and costs incurred by PSE for transfer of City's Attachment(s) to a replacement Pole (at the same time PSE is transferring its own facilities to the replacement Pole).

"Indemnitees" means PSE, its successors and assigns, and the respective directors, officers, employees, and agents of PSE and its lawful successors and assigns.

"Make-ready" means any and all work relating to the installation of additional Poles, Poles of greater height or strength, additional guying, or re-arrangements of PSE's Equipment or the Equipment of any other party licensed by PSE to use the Poles as required in order for PSE to provide City with access to the Poles.

"NESC" means, at any given point in time, the then-current version of the National Electric Safety Code.

"NJUNS" means the National Joint Utility Notification System or a substantially comparable electronic communication system agreed upon in writing by the Parties.

"Notice of Termination" means any one hundred-eighty (180) calendar day Written Notice by Party requesting Termination of the Agreement to non-terminating Party.

"Plan of Correction" means a mutually agreeable plan to correct any Unauthorized Attachment.

"Pole" will have the meaning given to it in Section 1.1 of the Agreement.

"PSE Pole Attachment Specifications" means, at any given point in time, the then current version of the specifications set forth in the attached Appendix V.

"Return Trip Costs" means any fee assessed by PSE to City when PSE must return to job site to perform transfer work.

"System" will have the meaning given to it in Section 1.1 of the Agreement.

"Termination" cancellation and/or voidance of this Agreement or any Attachments made pursuant thereto.

"Termination of Attachment Notice" means any Written Notice by Party requesting Termination of the Attachment to non-terminating Party.

"Topping Fee" means any fee assessed by PSE to City for removal of the upper portion of any replaced Pole in the event PSE does not transfer City's Attachment(s) to the replacement Pole.

"Unauthorized Attachment" means any Attachment(s) to any Pole(s) by City in violation of the terms and conditions of this Pole Attachment Agreement.

"Work" means any work relating to the attachment, maintenance, repair, relocation, replacement or removal of Equipment and other work performed by City in connection with this Agreement, or the attachment of Equipment to Poles performed by City in connection with this Agreement.

"Written Notice" will have the meaning given to it in Section 25.1 of the Agreement.

SECTION 2. ATTACHMENT

2.1 Any piece of Equipment that occupies space on a Pole will be considered an "Attachment." Any and all City Attachments are subject to this Agreement. Attachments are limited to:

- coaxial and fiber optic cables
- messenger strand
- conduit or risers
- span guys
- down guys
- anchors
- service drops
- mainline
- a configuration of equipment attached to the Pole that includes one or more of the following: power supplies, equipment enclosures, amplifiers and terminal boxes or other similar equipment

2.2 City shall not attach any Equipment to any Pole without PSE's prior written consent in accordance with paragraph 2.3 below, regardless of whether or not City has a valid permit

for Attachments previously attached on such Pole. This Agreement shall not in itself constitute any such consent. Should City fail to obtain a valid permit prior to attaching Equipment to any Pole, in accordance with Section 2.3, City shall be liable for an Unauthorized Attachment in accordance with Section 6.

- 2.3** If City desires to attach any Equipment to any Pole, City shall submit to PSE an "Attachment Application", via the written application form in Appendix II or an "Electronic Notification" as outlined in paragraph 25.2. At a minimum, the pole Attachment Application shall include the information specified in Appendix II, which is attached and incorporated by reference. PSE retains sole discretion to modify the information required in the Attachment Application, upon thirty (30) days Written Notice to City, and such modification shall be effective on the date referenced in the notification.

The Attachment shall be deemed installed on the date the Attachment Permit is approved. However, should City fail to install an Attachment on a Pole for which an Attachment Permit has been granted within six (6) months from the approval date of the Attachment Permit, that Permit shall expire and no Attachment shall be made on that Pole by City until a new Attachment Permit is granted.

If City wishes to remove an Attachment, it must submit a "Termination of Attachment Notice" to PSE via "Electronic Notification" as outlined in paragraph 25.2. If City wished to assign an Attachment to a third party, City must comply with the requirement of Section 24 (Assignment). If City does not submit a Termination of Attachment Notice (and thereafter timely remove the affected Attachment) or an assignment is not made in accordance with Section 24 (Assignment), prior to the beginning of a Calendar Year, the applicable Attachment Permit shall be considered active and City shall be assessed the appropriate Annual Rental Fee.

An Attachment Permit does not relieve City of obligations or liabilities due under this Agreement. Any Attachment made without an Attachment Permit or not in accordance with the specifications listed in the Attachment Permit shall be considered an Unauthorized Attachment.

- 2.4** Unless otherwise directed by PSE, City shall submit each Attachment Application to:

Puget Sound Energy, Inc. | 3380 146th PL SE #310 | Bellevue | WA | 98007 | Pole Services

- 2.5** PSE may deny any Attachment Application for the following reasons:

- (a) insufficient capacity (when all potential accommodations have been reviewed by PSE and communicated to City);
- (b) Facilities are necessary for PSE's sole utility business use;
- (c) City's proposed Attachment violates the National Electrical Safety Code (NESC) or any other applicable code, law, rule or regulation, or unduly compromises safety;
- (d) City's proposed Attachment threatens the reliability of PSE's system;
- (e) City's proposed Attachment does not comply with general applicable engineering standards; or
- (f) City's account is not in good standing.

In the event that PSE gives its written or electronic consent for any Equipment to be Attached to a Pole, City shall Attach such Equipment only in strict accordance with:

- a) such Application;
- b) any conditions or qualifications set forth in PSE's consent; and
- c) the provisions of this Agreement.

City shall have the right to make Attachments to PSE Facilities in accordance with the terms of the Attachment Permit and this Agreement. No application shall be deemed approved without Written Notice or Electronic Notice indicating approval from PSE.

2.6 City shall reimburse PSE for any and all costs and expenses incurred by PSE in connection with the processing and review of each Application (including but not limited to the cost of identifying and estimating the cost of required changes under paragraph 2.7) and in connection with services performed by PSE at the request of City (whether prior to or after the submittal of an Application), including, without limitation, any of the following:

- a) Field engineering review of proposed routes to identify potential problems with the proposed Attachment;
- b) Preparation and provision of drawings or other documents relating to the Poles or any facilities on the Poles;
- c) Engineering review of proposed Attachments to determine the consequences of additional strain on the Poles;
- d) Review of proposed routes to identify easement problems that may limit or preclude the proposed Attachment;
- e) Rights-of-Way services to obtain easements or other rights from private land owners to enable Equipment to be Attached to the Pole;
- f) Transmission poles with no communication attachment or distribution underbuild are not available to attach to;
- g) Transmission pole requests must have a structural pole analysis completed prior to review of approval of attachment at the cost of the applicant; and
- h) PSE may require distribution pole attachment requests have a structural analysis completed prior to review of approval of attachment at the cost of the applicant.

Amounts recoverable by PSE hereunder shall consist of fully allocated costs for labor (including but not limited to all payroll costs and overhead and all applicable engineering, supervision, and administrative overheads), transportation, employee expenses, attorney's fees, reprographic services, supplies, telephone service and other expenses. This paragraph 2.6 shall not obligate or be construed to obligate PSE to perform any service or to take any action whatsoever with respect to an Attachment, an Attachment Application, or any request made by City.

2.7 City understands and acknowledges that nothing in this Agreement grants or purports to grant to City any right or interest of any kind in or to the real property on which any Pole is located and, subject to applicable law, City is solely responsible for seeking and

obtaining all permits, licenses, easements, franchise rights and other rights required from the owner of the underlying property (including, without limitation, PSE) for City to Attach, maintain, repair, relocate or remove any Equipment in relation to any Pole. In no event, however, shall such actions in any way limit or relieve City of its obligations under Section 14 or any other provision of this Agreement.

- 2.8** If, in the judgment of PSE, the accommodation of any proposed Attachment requires the replacement of an existing Pole to provide adequate Pole facilities, PSE will inform City of the required changes and the estimated cost of such changes based on PSE's engineering work standards. If City desires to Attach such Equipment and so notifies PSE within thirty (30) days after PSE informs City of the required changes and estimated cost, PSE shall perform such work and City shall reimburse PSE for the entire expense thereby incurred. If City decides that it does not wish to Attach such Equipment after receiving notification of the required change(s) and estimated cost(s) of such changes, City may decline to do so; provided, however, that City shall still be required to pay the reasonable cost(s) incurred by PSE with respect to providing the change information and estimated cost(s) for the proposed Attachment(s).
- 2.9** Unless otherwise directed by PSE, City shall install guys and anchors necessary to support the additional strain imposed on any Pole by any Attachment in a manner satisfactory to PSE. If PSE installs or replaces guys or anchors to support the strain imposed by such Attachment, City shall reimburse PSE for the entire cost and expense of such installation or replacement (including, but not limited to, the cost of installing or transferring guys to such anchors).
- 2.10** City shall clearly identify all new Attachments at each Pole in distinctive color marking or number marking and as otherwise agreed to by the Parties. In the event that City performs general maintenance to existing Attachments, or takes such other action affecting such existing Attachments, City shall clearly identify such existing Attachments in distinctive color marking or number marking and as otherwise agreed to by the Parties.

In the event City acquires another entity's Equipment, or enters this Agreement with existing Equipment on PSE Facilities, City shall properly identify the newly acquired Equipment in distinctive orange marking and as otherwise agreed to by the Parties within twelve (12) months or within a mutually agreeable earlier timeframe.

If City removes some or all of its Equipment from a Pole, City shall remove all corresponding identification tags, pole tags, and any other method of identification from the Pole.

SECTION 3. MAINTENANCE

City shall maintain all Equipment Attached to any Pole in good and safe condition. City shall maintain current and accurate location maps and records of all such Attachments.

SECTION 4. EMERGENCIES

In the event of an emergency, PSE may relocate any Attachments and take such other action affecting such Attachments, as PSE deems appropriate in the circumstances. The

Parties' respective emergency phone numbers are as follows:

Puget Sound Energy, Inc. | 1-888-225-5773

City of Anacortes | 1-360-428-1598

Each Party shall promptly notify the other of any change in such Party's emergency phone number.

SECTION 5. RELOCATION, REPLACEMENT, AND REMOVAL OF POLES

- 5.1** City understands and agrees that PSE Facilities are essentially for PSE's exclusive use. PSE reserves the right at any time, without City's knowledge or consent, to add to its Facilities, raise the voltage on its circuits or change their character or to remove, replace, or relocate the Facilities. In the event PSE modifies, removes, replaces or relocates its Facilities and such change requires City to remove or relocate City's Equipment, PSE shall provide City with either Written Notice or Electronic Notice. City shall relocate or remove its Equipment, at City's sole expense, within thirty (30) days from the date of PSE's Written Notice or Electronic Notice requesting the relocation or removal of City's Equipment. Following the thirty (30) days, at PSE's discretion, PSE may remove or relocate the Equipment and bill City for the cost of such removal or relocation. If City performs the removal or relocation work, City shall be responsible for any liability or additional costs associated with removing the old Facilities and relocating them.
- 5.2** PSE may in an emergency, relocate, replace, or remove such Attachment and perform any other work in connection with such Attachment that may be required for the maintenance, relocation, replacement, or removal of said Poles, or the facilities thereon or which may be placed thereon, or for the service needs of PSE. All such work shall be performed at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.
- 5.3** If, in the judgment of PSE, an existing Attachment on any Pole interferes with or prevents the attachment of any additional facilities of PSE or any other person or entity having a joint ownership interest with PSE in such Pole, and if such additional facilities could be attached to such Pole by removing the Attachment or by rearranging existing facilities thereon, PSE will so notify City. Such notice shall state what rearrangement of facilities or Pole replacement and transfer of facilities is required to continue the accommodation of the Attachment. If City desires to continue to maintain the Attachment on such Pole and so notifies PSE within thirty (30) days after PSE gives notice to City, City shall make such rearrangement at the sole risk and expense of City. If City does not so notify PSE prior to the end of such thirty (30) day period, PSE shall make such rearrangement at the sole risk and expense of City, and City shall reimburse PSE for the entire expense thereby incurred. If City does not desire to continue to maintain the Attachment on such Pole, City shall remove the Attachment from such Pole within thirty (30) days from the date of PSE's original notice to City. If the Attachment is not removed from the Pole at the end of the thirty (30) day period, PSE may remove the Attachment at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.
- 5.4** If PSE replaces or relocates an existing Pole, PSE will be responsible for transferring its Facilities to the replacement Pole. PSE may, in its discretion, also transfer City's Attachment(s) to the replacement Pole, provided that City has given its prior approval. The

physical transfer will be made at the sole risk and expense of City. If PSE transfers City's Attachment(s) to the replacement Pole at the same time PSE is transferring its own facilities to the replacement Pole, City shall reimburse PSE for any and all costs and expense thereby incurred in connection with such transfer in accordance with Appendix IV, "First Trip Costs" which may be amended from time to time upon written notice to City from PSE.

If PSE replaces or relocates an existing Pole on which there is an Attachment, and PSE does not have City's approval or for any other reason does not transfer City's Attachment(s) to the replacement Pole, then PSE may remove the upper portion of the replaced Pole approximately one (1) foot above the highest communication attachment and City shall transfer its Attachment(s) to the replacement Pole within thirty (30) days and reimburse PSE the "Topping Fee" in accordance with Appendix IV, which may be amended from time to time. If City fails after thirty (30) days' notice to transfer its Attachment(s) from the replaced Pole to the replacement Pole, PSE may have such work performed by a licensed contractor competent to perform such work, and PSE will charge City for such work in accordance with Appendix IV, "Return Trip Costs".

- 5.5 PSE may, in its sole discretion, choose to install an Arm to support facilities on a Pole, whether such Pole is solely owned by PSE or is jointly owned by PSE and another owner. In such case, PSE may require City to relocate any of its Attachments to the Arm in accordance with paragraph 5.2 above.
- 5.6 If at any time PSE determines, in its reasonable judgment, that a Pole is required for the sole use of PSE or is no longer suitable for attachment of City's Equipment because of safety or the other factors set forth in Section 2.5, PSE may require City to remove its Attachments from such Pole upon sixty (60) days' advance notice. In the event City fails to remove its Attachments from the Pole within such sixty (60) day period, PSE may remove such Attachments at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.

SECTION 6. FEES

- 6.1 City shall pay PSE "Annual Rental Fees" when due, in accordance with and incorporated by reference as Appendix III. PSE may adjust the Annual Rental Fee payable by City under this Agreement at any time and from time to time by notice submitted in accordance with Section 25.1
- 6.2 Payment from City for Annual Rental Fees for each Calendar Year and all other PSE invoices are due within thirty (30) days of receipt of the invoice from PSE.
- 6.3 Annual Rental Fees for Attachments permitted on or after the beginning of the current Calendar Year shall be billed after the Attachment Permits for those attachments are approved by PSE; provided, however, that the foregoing will not relieve City from any liability for Attachments made without PSE approval, including, without limitation, payment of any and all Annual Rental Fees with respect thereto. There shall be no abatement or reduction in such fees for Attachments in place for less than the full Calendar Year, for Attachments permitted but not yet actually made or Attachments that are acquired, assigned, or purchased by City during the Calendar Year from another entity.

6.4 Fees for Transferring Communication Equipment (Appendix IV) may be adjusted by PSE from time to time. PSE shall provide to City at least sixty 60 days prior Written Notice before the effective date of the new fees.

6.5 City may overlash its Equipment onto existing Equipment owned by it and such overlash shall not be considered a separate Attachment for purposes of assessing the PSE Annual Rental Fee. City must submit a new Attachment Application prior to overlashing. Such overlash cable shall be subject to all other terms and conditions of the Pole Attachment Agreement including inspection by PSE prior to City overlashing.

In the event of an emergency or for general maintenance purposes, City may overlash its Equipment without submitting a new Attachment Application prior to overlashing. City must promptly notify PSE pursuant to City overlashing. Such overlash cable shall not exceed four (4) Pole span lengths and shall be subject to all other terms and conditions of the Pole Attachment Agreement including inspection by PSE pursuant to City overlashing.

In addition, PSE may recover its administrative, engineering and inspection costs associated with approving City's overlashing. Under no circumstances shall City overlash its Equipment onto existing Equipment that is not owned by City, nor shall City allow third parties to overlash its existing Equipment. PSE shall assume that the strand owner also owns the overlash cable, unless otherwise notified by City or a third party. Any overlash that does not comply with this Section shall be considered an Unauthorized Attachment.

6.6 City may attach guy wires to PSE anchors with PSE's prior approval according to paragraph 2.9 above using the method described in the PSE Attachment Specifications.

6.7 Unauthorized Attachments shall be addressed as follows:

- a) within sixty (60) days of receipt of notice specifying the Unauthorized Attachment, City shall correct the Unauthorized Attachment in accordance with this Agreement and send Written Notice to PSE of its compliance; or
- b) within thirty (30) days of receipt of notice specifying the Unauthorized Attachment, City shall submit to PSE a mutually agreeable plan to correct the Unauthorized Attachment ("Plan of Correction") and thereafter City complies with the plan, if accepted by PSE or with another plan approved by PSE. City's Plan of Correction shall, at a minimum, set out the completion date, as well as reasons to support that date.
- c) Notwithstanding Section 6.7 (a & b) above, should PSE determine that the Unauthorized Attachment poses an immediate hazard, PSE may require a shorter period of time to correct the Unauthorized Attachment.
- d) If City has failed to meet the timeline specified in Section 6.7 (a or b) by sixty (60) days or more, PSE may
 - (i) Correct the Unauthorized Attachment and City shall be liable for all costs associated with this correction, or
 - (ii) remove City's Attachments and City shall be liable for all costs associated with this removal.

- 6.8** If the rearrangement of PSE's Facilities or the Equipment of any other party licensed by PSE to use the Facilities are required in order for PSE to provide City with access to the Facilities ("Make-ready"), the costs for such additional Facilities and Make-ready, including, but not limited to, special inspections, pre-construction, engineering, make ready, change out, rearrangement work, shall be at the sole expense of the City, and City agrees to pay all invoices when due.
- 6.9** For the purposes of this Agreement, an account is in good standing if all invoices are paid in accordance with Article 6 (Fees).

SECTION 7. DEFAULT AND REMEDIES

- 7.1** PSE expects City to respond to PSE notices, including timely payment of invoices, and to remove abandoned Equipment, identify Equipment, and provide prior Written Notice of any proposed assignment of Equipment or entity. The occurrence of any one or more of the following events constitutes an "Event of Default" by City:
- a)** City fails to pay any amount due under this Agreement within ten (10) days after receipt of Written Notice of such failure from PSE.
 - b)** City fails to provide prior Written Notice to PSE of intent to assign this Agreement or the Equipment attached to PSE Facilities.
 - c)** City assigns this Agreement, in violation of the terms and conditions of this Agreement, without prior written consent from PSE.
 - d)** A petition is filed by or against City under the Federal Bankruptcy Code or any similar law or statute of the United States or any state (and with respect to any petition filed against City, such petition is not dismissed within sixty (60) days after the filing thereof) or City is adjudged a bankrupt or insolvent, or receiver, custodian or trustee is appointed for City or for any of the assets of City which appointment is not vacated within thirty (30) days of the date of appointment, or City becomes insolvent, is unable to pay its debts and they become due, or makes a transfer in fraud of creditors.
 - e)** City fails to perform or observe any other term or condition of this Agreement and such failure continues for thirty (30) days after Written Notice from PSE; provided, however that if such failure is capable of being cured, but not within such 30-day period, PSE may extend such period as approved in writing by PSE, so long as City commences appropriate curative action and diligently prosecutes such cure to completion.
- 7.2** So long as an Event of Default applicable to this Agreement continues beyond the specified period or, if no period is specified, beyond thirty (30) days, PSE may terminate this Agreement without notice or demand except as expressly required above, revoke all PSE Attachment Permits issued to City, and pursue any other remedy it may have under applicable law. In the event PSE terminates this Agreement pursuant to this Article, City shall disconnect City's Equipment from PSE Facilities within nine (9) months. Should City fail to remove its Equipment within the nine (9) month period, or should City fail to begin such removal promptly after termination and thereafter work diligently and continuously to effect such removal, PSE may remove City's Equipment at City's expense.

SECTION 8. PERFORMANCE OF WORK

- 8.1** The Attachment, maintenance, repair, relocation, replacement, and removal of Equipment and other work performed by City in connection with this Agreement or the Attachment of Equipment to Poles is sometimes collectively referred to herein as the "Work."
- 8.2** City shall furnish all personnel, supervision, labor, transportation, tools, equipment and materials for performance of the Work. City shall expeditiously and efficiently perform the Work in accordance with the provisions of this Agreement. City shall ensure that all personnel who perform its Work shall be fully experienced and properly qualified to perform the same. City shall not hire any employee of PSE to perform any of the Work.
- 8.3** City shall perform the Work in a workmanlike and skillful manner. City shall ensure that the Work and the Equipment is in all respects (a) safe, (b) of first-class quality, (c) free from all faults and defects in workmanship, material and design, and (d) in conformance with such requirements of the current PSE Pole Attachment Specifications (Appendix V) and all laws and the regulations, orders and decrees of all lawfully constituted bodies and tribunals pertaining to Pole line construction, operation and maintenance, including without limitation, the requirements of the latest edition of the National Electrical Safety Code.
- 8.4** City shall promptly and satisfactorily correct or replace any Work or Equipment found to be defective or not in conformity with the requirements of this Agreement (including, but not limited to, the requirements of paragraph 8.3). If City fails or refuses to perform any Work required by this Agreement or to make any such corrections or replacements, PSE may perform such Work and make such corrections and replacements at City's expense.
- 8.5** City shall ensure that all personnel who perform the Work shall be fully experienced and properly qualified to perform the same. City shall, if so requested by PSE, remove from performance of the Work any personnel whom PSE finds to be incompetent, careless or otherwise objectionable.
- 8.6** Whenever City has knowledge of any actual or potential labor dispute involving its employees which may in any way affect, delay or arise in connection with or as a result of the performance of the Work or this Agreement, City shall immediately notify and submit all relevant information to PSE.
- 8.7** City shall, at all times, keep its work areas cleared of rubbish, refuse and other debris and in a neat, clean and safe condition. Upon completion of any portion of any of the Work, City shall promptly remove all rubbish, refuse and other debris and all of its equipment and surplus materials.
- 8.8** City shall give immediate attention to, and shall use its best efforts to promptly, courteously and equitably respond to, adjust and settle (without obligating PSE in any way), all complaints received by City from third parties arising out of or in connection with performance of the Work. City shall promptly notify PSE of all such complaints and any action taken (or to be taken) in connection therewith. In handling any complaints, City shall use its best efforts to maintain and promote good public relations for PSE.

SECTION 9. PROTECTION OF PROPERTY AND PERSONS

- 9.1 City shall take all precautions necessary to prevent bodily injury (including death) to persons and damage to any property or environment arising in connection with performance of the Work or the operation of the Equipment. Without limiting the generality of the foregoing, City shall erect and maintain such barricades, signs, flags, flashers, and other safeguards as are required from time to time by PSE. City shall inspect all goods, materials, tools, equipment, and other items to discover any conditions which involve a risk of bodily injury (including death) to persons, or a risk of damage to any property or environment, and shall be solely responsible for discovery and correction of, and protection against, all such conditions.
- 9.2 All property damaged, altered or removed in connection with City's performance of the Work or the operation of the Equipment shall be promptly repaired, replaced or otherwise restored by City to at least as good quality and condition as existed prior to such damaging, alteration or removal.
- 9.3 City shall ensure that no utility (including all supply, disposal, distribution and communication systems, and all similar or related facilities, equipment and other property) is damaged, altered, removed or interrupted in connection with the performance of the Work or the operation of the Equipment. If City requires the temporary shutoff of any of PSE's electric circuits or other elements of its or a third party's utility system, City shall request PSE's approval thereof at least forty-eight (48) hours in advance of the time it requires the shutoff. City shall perform the Work requiring the shutoff only after such approval has been obtained and on such days and at such hours as PSE may direct.
- 9.4 Prior to performing any of the Work, City shall obtain from PSE all relevant information as to the nature of the electric circuits attached to the Poles to which such Work relates. City shall ensure that such circuits continue in normal operation at all times during performance of the Work. Without limiting paragraph 9.1, City shall take all precautions which are necessary to prevent bodily injury (including death) and property damage resulting from such circuits in the course of performing the Work.

SECTION 10. COOPERATION AND COORDINATION

- 10.1 City acknowledges and anticipates that the Work may be interfered with and delayed from time to time on account of the concurrent performance of work by PSE or others. City shall fully cooperate with PSE and others and coordinate the Work with such other work so as to minimize any delay or hindrance of any work.
- 10.2 If any part of the Work depends upon the results of other work by PSE or others, City shall, prior to commencing such Work, notify PSE in writing of any actual or apparent deficiencies or defects in such other work that renders it unsuitable for performance of the Work. Failure of City to so notify PSE shall constitute an acceptance by City of such other work as suitable for performance of the Work, except as to latent defects which may subsequently be discovered in such other work.

SECTION 11. LIENS

City shall timely pay all (and shall promptly secure the discharge of any liens asserted by any) persons and entities furnishing labor, equipment, materials or other items in connection with the Work. City shall furnish to PSE such releases of claims and other documents as may be requested by PSE from time to time to evidence such payment (and discharge). If any such persons or entities are not timely paid (or if any of such liens are not promptly discharged), PSE may make such payments (and secure such discharge) at City's expense and City shall reimburse PSE for the entire expense thereby incurred.

SECTION 12. COMPLIANCE WITH LAWS

12.1 In the performance of the Work and this Agreement, City shall comply and shall ensure that all contractors of any tier comply with all applicable:

- a) Laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority;
- b) Industry standards and codes; and
- c) PSE Pole Attachment Specification, which is attached and incorporated by reference as Appendix V and may be modified by PSE from time to time.

City shall furnish such documents as may be required to effect or evidence compliance. All laws, regulations, and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference.

12.2 If applicable, City shall comply with Executive Order No. 11246, Executive Order No. 11701, the Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Rehabilitation Act of 1973, and all orders, rules and regulations promulgated thereunder (including, but not limited to 41 C.F.R. Part 60-1, 41 C.F.R. Part 60-250 and 41 C.F.R. Part 60-741), all as the same may have been or may be amended. The "equal opportunity clause" of 41 C.F.R. § 60-1.4(b), the "Affirmative Action Obligations for Disabled Veterans and Veterans of the Vietnam Era" clause of 41 C.F.R. § 60-250.4 and the "Affirmative Action for Handicapped Workers" clause of 41 C.F.R. § 60-741.4 are incorporated herein by this reference. By signing the Agreement, City certifies that segregated facilities (within the meaning of 41 C.F.R. § 60-1.8) are not and will not be maintained or provided for City's employees and that City will not permit its employees to perform Work at any location under City's control where segregated facilities are maintained. City shall obtain a similar certification from any of its subcontractors or suppliers as required by 41 C.F.R. § 60-1.8. This paragraph 12.2 shall apply only if and to the extent required by law or by any agreement now or hereafter entered into between PSE and the United States of America.

SECTION 13. TAXES

City shall pay (except as otherwise required by law) all taxes applicable to or incurred in connection with the Work, the Equipment, or the System of which the Equipment constitutes a part.

SECTION 14. PERMITS AND PROTECTION OF EXISTING RIGHTS

- 14.1 City shall obtain and comply (and shall ensure that all of City's suppliers and subcontractors of any tier comply) with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate the Equipment and the System in accordance with this Agreement. City shall furnish to PSE such evidence thereof as PSE may request. Compliance with this paragraph 14.1 shall be the sole responsibility of City and a continuing condition of the use of the Poles by City.
- 14.2 City shall release and defend, indemnify and hold harmless PSE, its successors and assigns, and the respective directors, officers, employees, and agents of PSE and its successors and assigns (collectively referred to hereafter as the "Indemnitees") from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with any violation (or alleged violation) of any contract, permit, license, franchise, right-of-way, easement or other rights of PSE that is based on or relates to any Attachment. Upon the request of PSE, City shall immediately remove any Attachment that violates, is alleged to violate or, in the judgment of PSE, jeopardizes any contract, permit, license, franchise, right-of-way, easement or other rights of PSE. If City fails to remove the Attachment within fifteen (15) days after PSE makes its request, PSE may remove the Attachment at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.

SECTION 15. EXAMINATION OF RECORDS

City shall promptly furnish PSE with such information related to the Work or the Equipment as may from time to time be requested by PSE. Until the expiration of three (3) years after the termination of the Term, PSE shall have access to examine all of City's books, documents, papers and records which are related to the Work, the Equipment, or this Agreement, provided the City is required to retain such records pursuant to the Public Records Act at RCW 42.56.

SECTION 16. STATUS OF CITY

- 16.1 City represents and warrants that it is, and that at all times during the Term it shall be properly authorized, licensed, organized, equipped and financed to perform the Work and to operate the Equipment and the System.
- 16.2 City shall be and operate as an independent entity (not a contractor, agent or representative of PSE) in the performance of the Work and the operation of the Equipment and City's System. In no event shall City be authorized to enter into any agreements or undertakings for or on behalf of PSE or to act as or be an agent or representative of PSE.

SECTION 17. RELEASE, INDEMNITY, HOLD HARMLESS AND LIMITATION OF LIABILITY

- 17.1 City releases and shall defend, indemnify and hold harmless the Indemnitees from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising (whether before or after termination of the Term) out of or in connection with any Attachment, the performance of the Work, the operation of the Equipment or the System by City, the enforcement of this Agreement by PSE, any

default under or breach of this Agreement by City or the acts or omissions of City or any of its suppliers or subcontractors of any tier, the respective successors and assigns of City or any such suppliers or subcontractors, the directors, officers, employees and agents of each of the foregoing, or anyone acting on City's behalf in connection with this Agreement. To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless shall apply regardless of any act, omission, fault, negligence or strict liability of the Indemnitees; provided, however, that City shall not be required to so indemnify any Indemnatee(s) against any claim, loss, cost, liability, damage or expense to the extent the same is caused by or results from the negligence of any Indemnatee(s). In connection with any action to enforce this Section 17, City waives any immunity, defense, or protection under any workers' compensation, industrial insurance, or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51, of the Revised Code of Washington). PSE is willing to permit Attachments for the fees described in Section 6 only in consideration of and in reliance upon such release, indemnity and hold harmless. Consequently, such release, indemnity, and hold harmless shall be construed broadly in favor of the Indemnitees.

- 17.2** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PSE SHALL NOT HAVE ANY LIABILITY TO CITY FOR ANY: LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR THE SYSTEM, CLAIMS OF CUSTOMERS OF CITY FOR SERVICE INTERRUPTIONS, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, ECONOMIC OR CONSEQUENTIAL DAMAGES, AS A RESULT OF OR RELATED TO THE EQUIPMENT, ANY ATTACHMENT, OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, EVEN IF PSE HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

SECTION 18. WORKER'S COMPENSATION AND INSURANCE

- 18.1 Insurance Required.** At all times during the term of this Agreement, City and all persons performing the Work, City or its suppliers or subcontractors, shall keep in force and effect insurance policies as described below:
- a) **Workers Compensation and Employers' Liability Insurance.** Statutory workers' compensation benefits as required for all employees by Title 51 of the Revised Code of Washington and Employer's Liability Insurance, including Occupational Disease coverage, in the amount of \$1,000,000 for each accident, each employee, and policy limit. City shall require subcontractors to obtain and maintain such insurance.
 - b) **Commercial General Liability Insurance.** Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with Limits of liability not less than \$ 2,000,000 general aggregate, \$ 2,000,000 products/completed operations aggregate, \$ 2,000,000 personal injury, \$ 2,000,000 each occurrence.
 - c) **Automobile Liability Insurance.** Commercial automobile policy covering all owned, hired and non-owned autos and commercial vehicles to be used in the performance of the Work. Limits of liability not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage.

- d) Umbrella/Excess Liability Insurance. Coverage is to be responsible in excess of the sum employers' liability, commercial general liability, and auto liability. Limits of liability not less than \$ 4,000,000 each occurrence/ \$ 4,000,000 aggregate.
- e) Property Insurance. Each party will be responsible for costs associated with maintaining their own property.

- 18.2** City shall ensure compliance with insurance requirements as outlined above such as will protect the Indemnitees from any and all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the Work or this Agreement or the operation of the Equipment or the System, whether such performance or operation is by City or any of its suppliers or subcontractors of any tier.
- 18.3** No policies of insurance required to be obtained by City or its subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with PSE except as to infringement of patents of copyrights of for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage from injuries to PSE's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by City's subcontractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.
- 18.4** Within thirty (30) days after any notice of termination, cancellation, expiration or alteration in any policy of insurance required under this Agreement, City shall deliver to PSE a Certificate of Insurance acceptable to PSE with respect to any replacement policy.
- 18.5** The requirements of this Agreement as to insurance and acceptability to PSE of insurers and insurance to be maintained by City are not intended to and shall not in any manner limit or qualify the liabilities and obligations of or assumed by City under this Agreement.
- 18.6** The Parties acknowledge that the City's participates in a municipal risk pool. City shall provide evidence or confirmation that the coverage provided by such participation provides coverage at least as broad as the requirements outlined in this Section 18.

SECTION 19. RISK OF LOSS

City shall be responsible for and shall bear any and all risk of loss, deterioration, theft, vandalism or destruction of or damage to the System and anything used (or to be used or consumed) in connection with the Work.

SECTION 20. REIMBURSEMENT AND PAYMENT

PSE shall invoice City for all amounts payable by City to PSE under this Agreement (including, without limitation, the payments described in Section 6 and all reimbursable costs and expenses described elsewhere in this Agreement) as they become due. City shall pay each such invoice in full within thirty (30) days after City's receipt thereof.

SECTION 21. ATTORNEY'S FEES

The prevailing Party in any suit, action, or arbitration filed or held concerning this Agreement shall be entitled to recover, in addition to all other relief, its reasonable attorney's fees incurred in connection therewith, both at trial and on any appeal.

SECTION 22. LATE CHARGES AND INTEREST

- 22.1** City acknowledges that late payment of any fee or other amounts due to PSE under this Agreement will cause PSE to incur certain administrative, processing accounting costs not otherwise contemplated by this Agreement, the exact amount of which will be extremely difficult, if not impossible, to ascertain. Accordingly, if any fee or other amounts shall not be received by PSE within thirty (30) days after such amounts shall first become due, City shall pay to PSE a late charge, as liquidated damages and not as a penalty, equal to two percent (2%) of such overdue amounts as a reasonable estimate of the administrative, processing and accounting costs PSE will incur by reason of late payment by City. Such late charge is intended to be in lieu of City's liability for such costs, but shall not relieve or release City from liability for any other costs or damages suffered by PSE by reason of late payment. Payment of such late charge shall in no event excuse or cure any default under or breach of this Agreement by City.
- 22.2** In addition to any late charge under paragraph 22.1, City shall pay to PSE interest, compounded daily, at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, on any fees or other amounts not paid to PSE when due under this Agreement, from the date due until the date paid. Payment of such interest shall not excuse or cure any breach of or default under this Agreement by City.

SECTION 23. NONWAIVER

The failure of PSE to insist upon or enforce strict performance by City of any of the provisions of this Agreement, or to exercise any rights under this Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

SECTION 24. ASSIGNMENT; SUCCESSORS AND ASSIGNS

City shall not assign, apportion, delegate or sublease any of its rights or obligations under this Agreement or assign this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of PSE, which consent shall not be unreasonably withheld. Any apportionment, delegation, sublease or assignment or purported apportionment, delegation, sublease or assignment without the prior written consent of PSE shall be voidable by PSE. In any event, no sublease or assignment of this Agreement shall relieve City from any of its liabilities or obligations under this Agreement. Subject to the foregoing restrictions on assignments without the prior written consent of PSE, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the successors and assigns of the respective Parties hereto.

SECTION 25. NOTICES AND OTHER COMMUNICATIONS

25.1 Written Notice. As referenced elsewhere in this Agreement, PSE and City shall provide notice, approval, consent, instruction, direction or other communication to each other in writing ("Written Notice"). The following notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed given if personally delivered, sent via overnight delivery, or within five days of being deposited in the US Mail with appropriate postage:

- a) Notice of adjustment of the Annual Rental Fee (Appendix III).
- b) Notice of code violation: City's Equipment fails to comply with the requirements of NESC.
- c) Notice of permit violation: City's Equipment fails to comply with the requirements of Appendix V.
- d) Notice of termination of Agreement by either Party.
- e) Notice of failure to respond to an invoice.
- f) Notice in lieu of payment of an invoice.
- g) Notice of consent of assignment of Agreement to a third party.
- h) Notice of rearrangement of City's Equipment by PSE.
- i) Notice of City failure to perform or observe any other term or condition of this Agreement.

Written Notice shall be made to the following addresses and either Party may from time to time change such address by giving the other Party notice of such change in accordance with the provisions of this section:

If to:

Puget Sound Energy, Inc.: 3380 146th PL SE #310, Bellevue, WA 98007 / Pole Services

City of Anacortes: 904 6th Street, PO Box 547, Anacortes, WA 98221 / Municipal Fiber Manager

25.2 Electronic Notice. As referenced in this Agreement, PSE and City may provide notice to each other electronically ("Electronic Notice"). The following notices, requests, demands and other communications hereunder shall be in electronic format, via the Internet or NJUNS (National Joint Use Notification System); or other mutually agreed to Joint-Use Notification System:

- a) Attachment Applications
- b) Notice of denial or approval of Attachment Applications
- c) Notice of pole transfers or other work on PSE Facilities
- d) Other notifications and communications as approved by PSE
- e) Termination of Attachment Notice

SECTION 26. VOLUNTARY EARLY TERMINATION

Either Party shall have the right to terminate this Agreement or any Attachment/s made pursuant hereto, for any reason and at any time, upon providing the non-terminating Party with one hundred and eighty (180) calendar days prior Written Notice. Where City or PSE exercises such right, City will remove the impacted Attachments and Equipment from PSE's Facilities at City's expense, within six (6) months from the date of Termination as specified in the Notice of Termination. City will return the poles utilized by City to their original condition, with the exception of normal wear and tear.

SECTION 27. SURVIVAL

The obligations imposed on City under Sections 6, 11, 15, 17, 20, 21, 22, 23, 24, 25, 28, 29, and 30, and paragraph 7.2, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, shall survive the completion, termination or cancellation of this Agreement.

SECTION 28. REGULATORY APPROVALS

This Agreement and any transfers of property pursuant to this Agreement are subject to the authority of regulatory agencies having jurisdiction over the Parties, or either of them, with respect thereto. Each Party shall promptly submit this Agreement to the regulatory agencies having such jurisdiction over such Party and shall take such additional action as may reasonably be required to promptly obtain any required approvals or other action by such agencies.

SECTION 29. MISCELLANEOUS

- 29.1 The rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement. This Agreement sets forth the entire agreement of the Parties, and supersedes any and all prior agreements, with respect to Attachments.
- 29.2 This Agreement may not be modified except by a writing executed contemporaneously herewith or subsequent hereto signed by both Parties.
- 29.3 Each Party shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement.
- 29.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 29.5 The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

SECTION 30. APPLICABLE LAW

This Agreement shall in all respects be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

**City /Accepted and Agreed:
City of Anacortes**

**PSE /Accepted and Agreed:
Puget Sound Energy, Inc.**

By DocuSigned by:
Laurie Gire
9C8EE8989EBA4F7...

By DocuSigned by:
Rachel King
09D1500FDC76473...

Title: Mayor

Title: Supervisor, Account Management

Date: 10/14/2019

Date: 10/16/2019

Address:

904 6th Street (PO Box 547)
Anacortes, WA 98221
Attn: Municipal Fiber Manager

Address:

3380 146th PL SE #310
Bellevue, WA 98007
Attn: Pole Services

APPENDICES

- I** Certificate of Insurance, referenced in § 18 of the Agreement
- II** Pole Attachment Application, referenced at § 2.3 of the Agreement
- III** Annual Rental Fee, referenced at § 6.1 of the Agreement
- IV** Fees for Transferring Communication Equipment, referenced at § 5.4 of the Agreement
- V** PSE Pole Attachment Specifications

Appendix I

INSURANCE REQUIREMENTS

**Attach Certificate of Insurance of
Puget Sound Energy, Inc. Mandatory Requirements**

Appendix II**APPLICATION FOR ATTACHMENT**Application or
Job Number

Date

TO: Puget Sound Energy**Licensee:****Name:****Address:****Email/Phone #:**

Please grant permission to occupy your poles in accordance with the conditions set forth in Pole Attachment Agreement, dated _____

- ☐ Application for rental on _____ distribution poles
- ☐ Application for rental on _____ transmission poles

DESCRIPTION OF WORK:

Overlashing

New Cable

- | | |
|--------------------------|---|
| ☐ | PSE Universal maps attached with requested poles highlighted. |
| ☐ | Licensee's work sketch showing PSE grid numbers is attached. |
| ☐ | Appendix A Attached |
| ☐ | Fiber Specs Attached |
| ☐ | Photos Attached (Optional up to 10 poles) |

POWER _____ Will be installed. Pole list is attached and power
SUPPLIES _____ supply specifications are included.

Failure to supply requested information may delay acceptance of the application.

- ☐ Application or notification accepted.
- ☐ Billing of new contacts to be effective _____

LICENSOR PUGET SOUND ENERGY**BY**

PSE Joint Use Coordinator

Date

Appendix III

ANNUAL RENTAL FEE
Computation of Annual Rate for Poles Owned by PSE

A.	Net Cost of Bare Pole Calculation	PV
	1. Gross Distribution Plant	
	2. Gross Pole Investment (Acct. 364)	
	3. Distribution Plant Accumulated Depreciation	
	4. Depreciation Reserve (Poles)	
	5. Gross Plant Investment (Electric)	
	6. Accumulated Deferred Taxes (Electric) (190, 281-3)	
	7. Accumulated Deferred Taxes (Accts. 190, 281-3) (Poles)	
	8. Net Pole Investment	
	9. Appurtenances Factor	0.85
	10. Net Pole Investment Allocable to Attachments	
	11. Total Number of Poles	
	Net Cost of a Bare Pole	
B.	Carrying Charge Calculation	CC
	1. Total General and Administrative	
	2. Gross Plant Investment (Electric)	
	3. Depreciation Reserve (Electric)	
	4. Accumulated Deferred Taxes (Electric) (190, 281-3)	
	Administrative Carrying Charge	
	5. Account 593 (Maintenance of Overhead Lines)	
	6. Investment in Accts. 364, 365 & 369	
	7. Depreciation (Poles) related to Accts. 364, 365 & 369	
	8. Accumulate Deferred Income Taxes for 364, 365 & 369	
	Maintenance Carrying Charge	
	9. Gross Pole Investment (Acct. 364)	
	10. Net Pole Investment	
	11. Depreciation Rate for Gross Pole Investment	
	Depreciation Carrying Charge	
	12. Taxes (Accts. 408.1 + 409.1 + 410.1 + 411.4 - 411.1)	
	13. Gross Plant Investment (Total Plant)	
	14. Depreciation Reserve (Total Plant)	
	15. Accumulated Deferred Taxes (Total Plant) (190, 281-3)	
	Taxes Carrying Charge	
	16. Rate of Return	
	Return Carrying Charge	
	Total Carrying Charge	
C.	Space Factor Calculation	PR
	1. Occupied Space	1
	2. Usable Space	13.5
	3. Space Factor	
D.	Annual Pole Attachment Rental Rate Calculation	
	1. Net Cost of a Bare Pole	(PV)
	2. Total Carrying Charges	(CC)
	3. Space Factor	(PR)
	Pole Attachment Rental Rate	(PR*CC*PR)

Appendix IV

FEES FOR TRANSFERRING COMMUNICATIONS EQUIPMENT

FIRST TRIP COSTS – Fees for performing transfer work while PSE is in the process of doing its own work.

Crossarms, all types	\$ 145.00
Anchor strand or overhead guy	145.00
Sidewalk anchor guy and pipe	155.00
Drop wire (no splicing)	145.00
Service Conduit	195.00
Messenger and cable bolted to pole or cable arm (no splicing)	150.00
Messenger dead-end	165.00
Cable riser (including pipe and molding – no splicing)	195.00
Cable terminal (no splicing)	155.00

RETURN TRIP COSTS - Cost of performing transfer work when PSE must return to the job site.
The following amounts include travel time.

Crossarms, all types	\$ 235.00
Anchor strand or overhead guy	235.00
Sidewalk anchor guy and pipe	265.00
Drop wire (no splicing)	250.00
Service Conduit	385.00
Messenger and cable bolted to pole or cable arm (no splicing)	235.00
Messenger dead-end	295.00
Cable riser (including pipe and molding – no splicing)	385.00
Cable terminal (no splicing)	265.00

TOPPING FEE \$125.00

Appendix V

POLE ATTACHMENT SPECIFICATIONS

Attached

Conductor-to-Ground Clearances

0700.3001

Scope

This standard describes the requirements for vertical clearance of overhead conductors above ground, roadways, rail, and water.

Design Practice

Clearances for conductors that PSE owns and/or operates shall meet the requirements of WAC 468-34-290 and NESC 232.

Clearances shall be calculated with the conductor temperature and loading conditions that produce the maximum final sag.

See Standard 6450.3000 for information on conductor design temperature and design tensions.

See Standard 6550.6200 for information on how to measure conductor sag.

Joint Use Construction

In joint use construction, the lowest communication conductor shall be considered. Its required clearance, plus the required spacing between the communication and power conductors may force the power conductors to have more than the minimum amount of clearance.

New Construction

If the terrain will be altered under the power line that effect the grade (such as filling, repaving a street, installing sidewalks, or adding landscaping) the clearances required by this standard shall be increased so when the terrain is at final grade, the minimum clearances are met.

Clearance Requirements

Table 1 lists the requirements for most situations that will be encountered. In rare cases, the NESC may allow reduced clearances. If the conductor is at an elevation above 3000 feet and it operates at 115 kV or more, additional clearance is required.

Conductor-to-Ground Clearances**0700.3001****Table 1**

Clearance requirements (all measurements are in feet)

	CONDUCTORS							
	Communications and common neutral	Insulated service or secondary	Uninsulated service or secondary	Primary 4.0 kV thru 34.5 kV	55	66	115	230
	GUYS							
	Guys for structures carrying 0 thru 300 V		Guys for structures carrying 301 thru 750 V	Guys for systems carrying 751 V thru 34.5 kV				
Interstate highways, state highways, and bridges on those highways (crossing).	24.0 *	24.0	24.0	4 and 15 kV = 30 34.5 kV = 32	34.0	34.0	34.0	34.0
Interstate highways, state highways, and bridges on those highways (longitudinal).	20.0	24.0	24.0	4 and 15 kV = 27 34.5 kV = 32	32.0	32.0	32.0	32.0
Municipal roads, streets, parking lots, alleys, private driveways, horse trails and areas subject to truck traffic (including farmland, orchards, pastures, and forests).	15.5	16.0	16.5	18.5	18.9	19.1	20.1	22.4
Railroad tracks (except electrified railroads using overhead trolley conductors). †	23.5	24.0	24.5	26.5	26.9	27.1	28.1	30.4
Pedestrian ways where vehicles are prohibited by regulation or permanent obstructions and not reasonably expected to be used by vehicles.	9.5	12.0	12.5	14.5	14.9	15.1	16.1	18.4
Water areas not suitable for sailboating or where sailboating is prohibited.	14.0	14.5	15.0	17.0	17.4	17.6	18.6	20.9

* This value is 20' for communications cables on joint use structures.

† The railroad company may require greater clearance than shown here.

Continued on next page

Conductor-to-Ground Clearances**0700.3001**

	CONDUCTORS							
	Communications and common neutral	Insulated service or secondary	Uninsulated service or secondary	Primary 4.0 kV thru 34.5 kV	55	66	115	230
	GUYS							
	Guys for structures carrying 0 thru 300 V		Guys for structures carrying 301 thru 750 V	Guys for systems carrying 751 V thru 34.5 kV				
Water suitable for sailboating (including lakes, ponds, reservoirs, tidal waters, rivers, streams, and canals), that are less than 20 acres.	17.5	18.0	18.5	20.5	20.9	21.1	22.1	24.4
Water suitable for sailboating, but greater than 20 acres, but less than 200 acres.	25.5	26.0	26.5	28.5	28.9	29.1	30.1	32.4
Water suitable for sailboating, but greater than 200 acres, but less than 2000 acres.	31.5	32.0	32.5	34.5	34.9	35.1	36.1	38.4
Water suitable for sailboating, and greater than 2000 acres.	37.5	38.0	38.5	40.5	40.9	41.1	42.1	44.4
Boat ramps and rigging areas.	The clearance shall be 5 ft greater than that required for the water area being served by the boat ramp or rigging area.							

These values are from NESC Table 232-1, except for the state highway clearance that is from
WAC 468-34-290.

References

The following Puget Sound Energy documents apply to this standard:

6450.3000 Overhead Distribution Line Design
6550.6200 Conductor Sag Measurement

Sources

IEEE C2-2012
NESC

Rule 232 Vertical clearances of wires, conductors, cables, and equipment above
ground, roadway, rail, or water surfaces

WAC

468-34-290 Vertical clearance

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Scope

This standard establishes the attachment, grounding, structural, and clearance requirements for communications cables and equipment attached to Puget Sound Energy-owned poles.

This standard does not address RF antenna equipment (see Standard 0700.8500).

In This Standard

This standard contains the following topics.

Topic	See Page
Definitions	1
Transmission Pole Loading	3
Cables	4
Guys and Anchors	4
Pole Drilling	6
Unused Facilities	6
Equipment Mounting	6
Risers	7
Underground Service Drops	9
Grounding Requirements	9
Clearance Requirements	10
Streetlight Clearances	15

Definitions

These are definitions of terms used in this standard. *Figure 1* illustrates these terms.

Term	Definition
Communication Worker Safety Zone	See Safety Space.
Communications Space	The space on a pole below the Communication Worker Safety Zone where communications lines are installed. The lower bound of the Communications Space is the lowest point on the pole where communications lines may be installed and maintain adequate pole-to-pole ground clearance.
Covered Streetlight Wire	Insulated streetlight conductor covered with protective molding.
Field Face Quadrant	The quarter section of a pole on the field side of the pole gain.

Continued on next page

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Definitions, *continued*

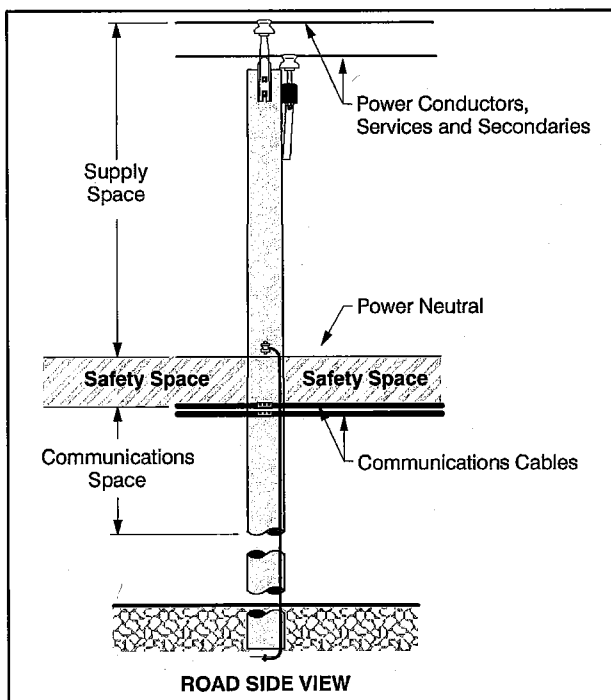
Term	Definition
Joint Utility	For the purposes of this standard, any entity (utility, public agency, communications company, or other) other than Puget Sound Energy that attaches to any Puget Sound Energy-owned facility.
Pole Face	The side or half of the pole that contains the pole gain.
Pole Gain	The notch in the pole that contains the pole manufacturing information. The pole gain is located 12 feet from the butt of the pole.
Road Face Quadrant	The quarter section of a pole on the road side of the pole gain.
Safety Space (or Communication Worker Safety Zone)	The vertical space on a pole below the supply space and above the communications space. This space is intended to provide a safe working clearance for workers in the communications space. It is defined in the NESC, Section 235C4. NOTE: The term “safety space” is used in this standard for purposes of clarity.
Supply Space	The space above the Communication Worker Safety Zone. Except for some streetlights, this is where electric supply equipment and electric supply lines (power lines) are installed. The Supply Space extends to the lower of: ▪ 120 inches down from a 115 or 230 kV transmission line conductor. ▪ 96 inches down from a 19.9/34.5 kV primary line conductor. ▪ 84 inches down from a 2.4/4.0 kV and 7.2/12.47 kV primary line conductor. ▪ The lowest attachment point of a secondary or neutral conductor.

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Figure 1

Space Allocation on a Pole



Approval Required

Joint utilities must receive written approval from Puget Sound Energy before attaching to Puget Sound Energy-owned poles. This includes overlashing cable to existing bundles on a strand. Joint utilities must also have a signed Joint Use Agreement with PSE. Joint Users must also refer to their Joint Use Agreement for any additional specific requirements.

Codes

All equipment and hardware shall be mounted on the pole in a way that provides adequate climbing and working space. In all cases, clearances and separations as required in the NESC shall be met, both at the pole and midspan.

All poles where attachments are made shall have sufficient structural capacity to support the loadings for all facilities attached. Poles should be reviewed for NESC strength compliance where new or modified facilities are proposed that would increase loading on the pole.

Transmission Pole Loading

PSE will structurally review all proposed attachments to PSE transmission poles. Attachment to transmission poles without distribution underbuild may not be approved.

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Cables

Joint utilities' cables shall:

- Attach to the same side of the pole as the power neutral conductor.
- Be installed on the road side of the pole if the power neutral conductor is on a primary crossarm.
- Be tensioned or guyed so the angle of existing structures is not altered and the sag characteristics of the power conductors do not change. All unbalanced tensions must be guyed.
- Meet all applicable NESC clearances at the time of installation or alteration.

When present, PSE-owned fiber shall take the uppermost position on the pole.

Guys and Anchors

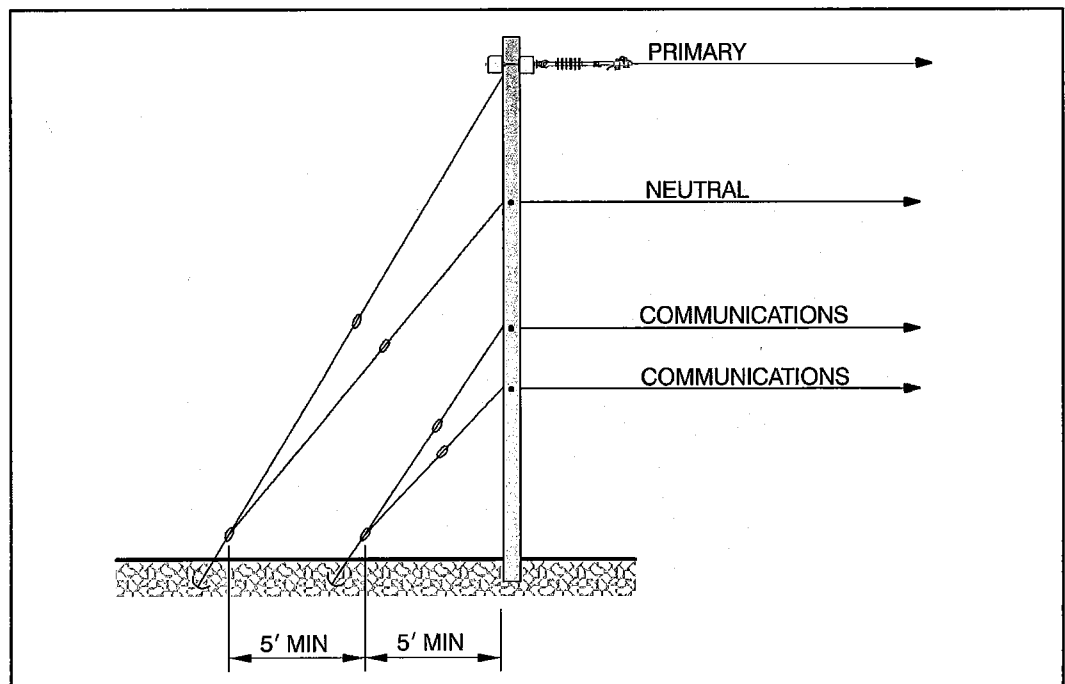
The following requirements apply to joint utilities' guys and anchors:

- Each company is responsible for installing the appropriate guying to balance the maximum horizontal tension of its cables/messengers. This includes at deadends, angles, taps, and other such locations. Service drops do not require guying unless deemed prudent by the attaching company.
 - Guys shall be installed with anchors provided and installed by the communications company. Existing PSE anchors may be used only with permission from PSE on a per location basis. Such requests may only be granted if:
 - The communication guy attachment is insulated or grounded.
 - The anchor has sufficient strength. PSE anchors have either 2 or 3 integral "eye" positions depending on the anchor type and this number of attachments shall not be exceeded. *Installing auxiliary eyes is also not permitted (see Figure 2).*
 - New anchors must be a minimum of 5 feet from existing PSE anchors and the pole (see Figure 3).
 - Crossing down guys or fastening two span guys together for ground clearance is not permitted.
 - Pole-to-pole span guying may not utilize a pole as an anchoring device unless a down guy meeting the requirements of this section is installed.
 - Guy markers shall be installed on all communication down guys.
 - Guys must be grounded or insulated.
-

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000
Figure 2

This type of installation is not permitted! PSE anchors have either 2 or 3 integral “eye” positions depending on the anchor type and this number of attachments may not be exceeded.


Figure 3
Anchor Placement


Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Pole Drilling

Existing holes shall be used for equipment mounting whenever possible.

When new holes must be drilled in wood poles, they shall be treated with PSE's current approved wood preservative. Treatment shall be applied using a pressure-type oil can or a bottle brush. All communication attachments on PSE steel poles must be banded to the pole unless factory predrilled holes are available. Field drilling is not allowed on steel poles unless approved by PSE on a per case basis.

Refer to PSE Standard 6450.7500 for field treatment requirements for wood poles.

Unused Facilities

Unused communication facilities that are not required for normal service, redundancy, or emergency use shall be removed.

Equipment Mounting

Joint utility-owned communications enclosures mounted more than 8 feet abovegrade on PSE-owned poles shall be no larger than 24 inches wide x 24 inches high x 18 inches deep (24" W x 24" H x 18" D). The joint utility shall provide and install all materials necessary to support a communications enclosure a minimum of **5 inches** from the face of the pole. If the enclosure is to be energized, then the joint utility shall also provide enough supply wire coiled at the weatherhead to reach the transformer secondary connections.

Communications enclosures shall be mounted directly above the pole gain. If this is not possible, they shall be mounted on the road face quadrant of the pole.

NOTE: A city or state electrical inspection is required before PSE connects communications power supply wires to power conductors.

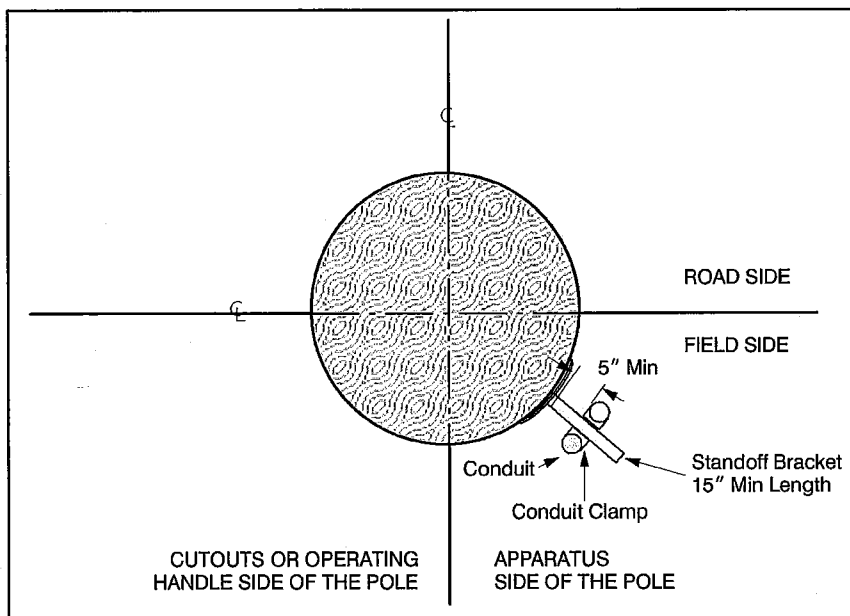
Figure 4 illustrates the attachment requirements for risers and enclosures.

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Figure 4

Attachment Requirements for Risers and Enclosures



Risers

Communications risers shall be mounted:

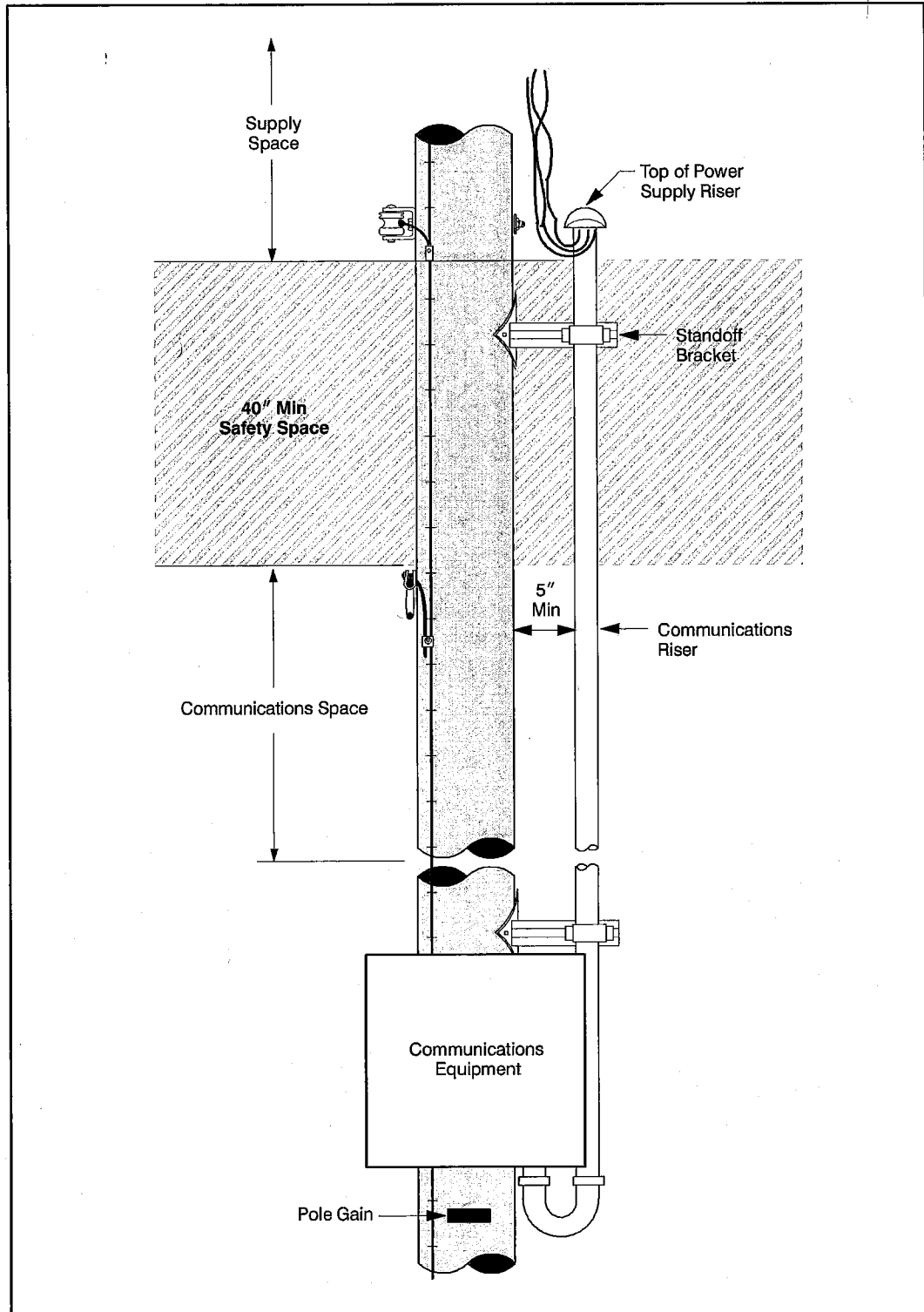
- Where they will not interfere with climbing space or the operation of pole-mounted equipment. The best position is on the field face side of the pole (see *Figure 4*); the exact location will depend on the position of obstructions and the direction of the cable or conduit run.
- On standoff brackets and provide a minimum **5-inch** clearance from the pole. Existing standoff brackets shall be used when available. If new brackets are needed, the communications company shall provide and install them.
- High enough on the pole to ensure the 40-inch safety space requirement is maintained between the bottom of the drip loop and the top of the communications space (see *Figure 5*). The bottom of the drip loop shall be no lower than the lowest piece of pole hardware in the supply space.

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Risers, *Continued*

Figure 5 Attachment Requirements for Communications Risers



Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Underground Service Drops

Communications drops less than 1/2-inch in diameter may be attached directly to a pole under the following circumstances:

- They shall be securely attached, in accordance with NESC 239D, from the ground to the communications level, using staples or other means to ensure that the cables cannot be pulled away from the pole and become a tripping or snagging hazard to the public or anyone climbing the pole.
- To minimize climbing hazards, they shall only run vertically; they shall not wrap around the pole.
- All vertical runs shall be installed on the same quadrant of the pole. If there are existing conduit risers on the pole, the vertical runs shall be placed within the same quadrant as the existing riser(s).
- Any coils of spare cable will be attached to the pole no less than 8 feet abovegrade.
- Connection blocks will be mounted on the pole in the same quadrant as the drop and shall be no larger than 20 square inches.

Grounding Requirements

Metallic Messenger Bonding

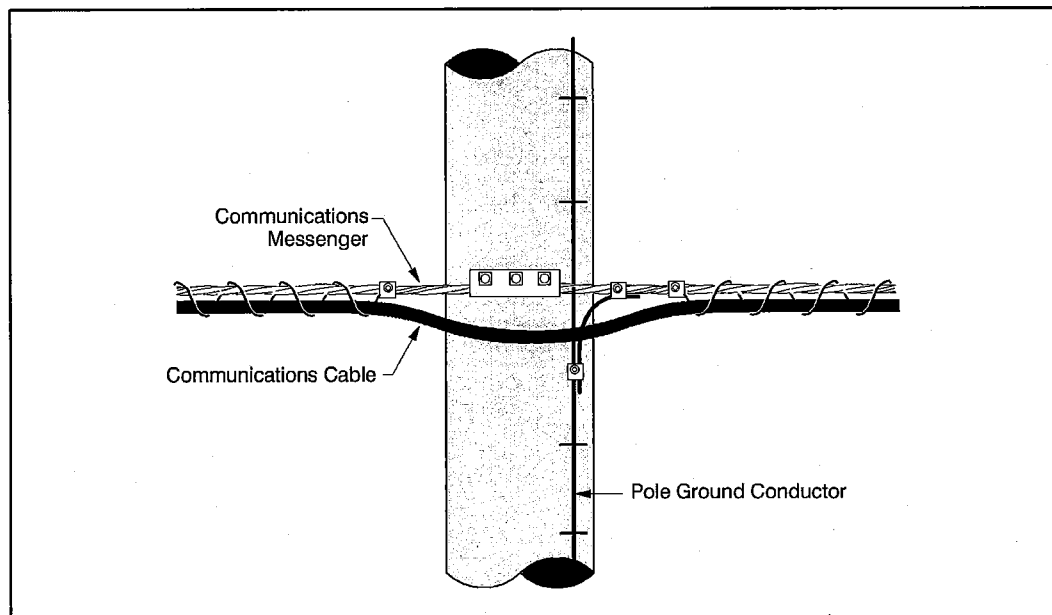
Communications metallic or conductive messengers may be bonded to the pole ground conductor, in accordance with NESC 97G, by the attaching company.

NOTE: Nonmetallic/nonconductive self-supporting messengers (i.e., Kevlar-type) do not require bonding.

Figure 6 illustrates how to construct the grounding.

Figure 6

Grounding Communications Messengers at Supports



Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Clearance Requirements

Transmission Clearances

PSE does not allow attachments to transmission poles above 100 kV unless the pole has distribution underbuild. For applications to transmission poles with existing distribution underbuild, PSE personnel will determine whether the attachment will be allowed and, if so, provide clearance requirements.

Distribution Clearances (up to and including 34.5 kV)

It is the responsibility of the joint utility to determine which clearance listed below applies, based upon the type of supply equipment or construction on the pole.

NOTE: All clearances are measured vertically.

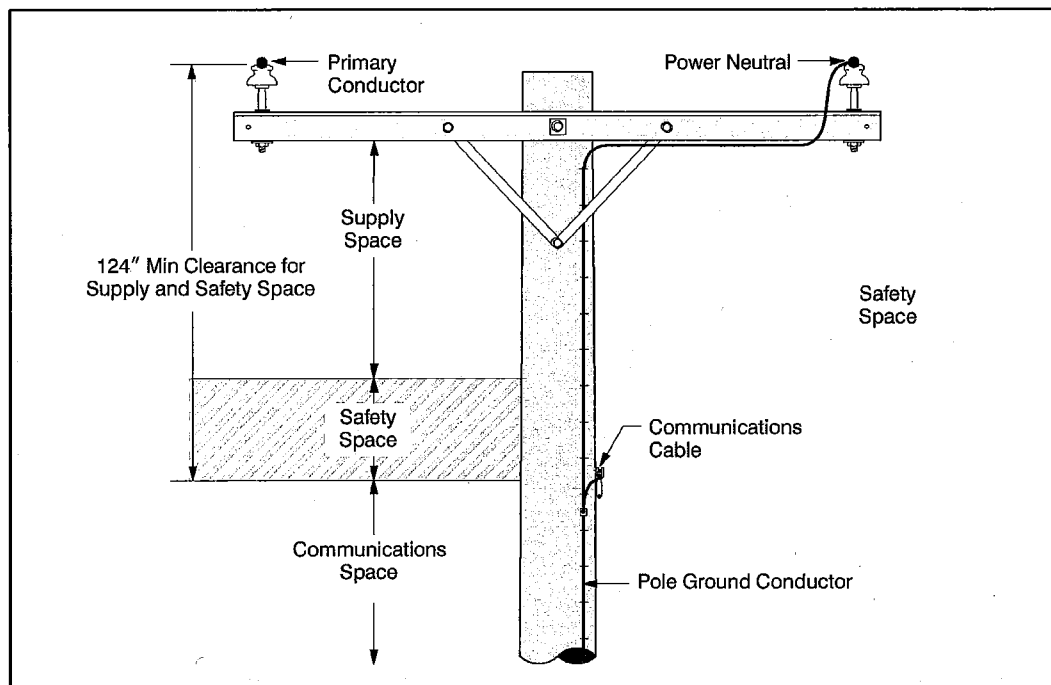
Clearance at Supports

The minimum clearance at supports between power company equipment and the top of the communications space depends upon the type of construction and equipment on the pole.

If ...	And ...	Then ...
All primary conductors are mounted on a crossarm at the same level (either single or double arm construction),	There is no additional power equipment mounted below the primary arm,	124-inch (10'-4") minimum clearance is required (<i>Figure 7</i> illustrates this clearance). NOTE: This clearance is measured from the tie wire or conductor clamp on the insulator to the top of the communications space. This distance encompasses the supply and safety space and provides room for future installation of supply equipment and/or service conductor.

Figure 7

Clearance Between Power Conductors and Communications Space



Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Supply Equipment

If any of the following supply equipment is mounted on the pole, a minimum clearance of 40 or 30 inches is required, depending upon whether the supply equipment is ungrounded or grounded.

This clearance is measured from the **bottom of the lowest piece** of supply equipment to the top of the communications space.

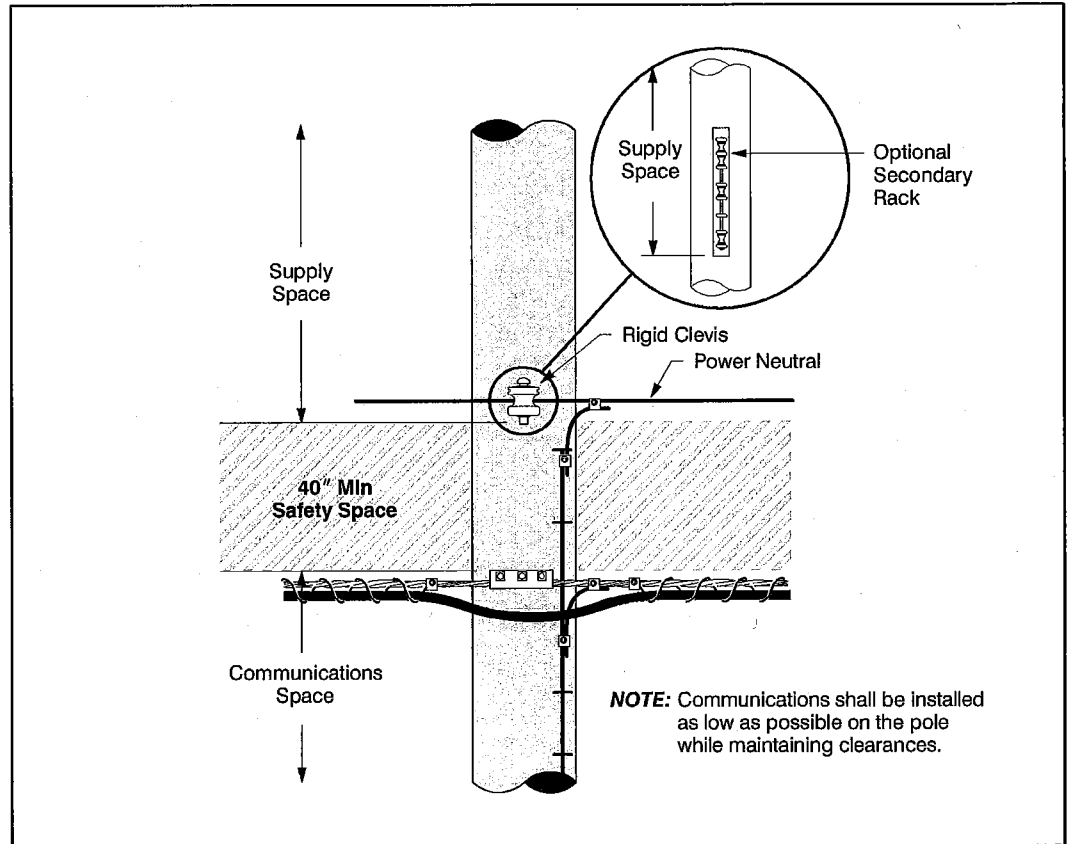
Ungrounded Equipment

Ungrounded equipment has a 40-inch clearance.

Equipment	See Illustration
Rigid clevis	Figure 8
Secondary rack	Figure 8
Exposed supply wire This does not apply to streetlight supply wire drip loops.	Figure 9 and Figure 10
Secondary crossarm brace	None

Figure 8

Clearance Between Ungrounded Supply Equipment and Communications Space



Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Clearance Requirements, *continued*

Figure 9

Clearance Between Supply Conductor Drip Loop and Communications Space

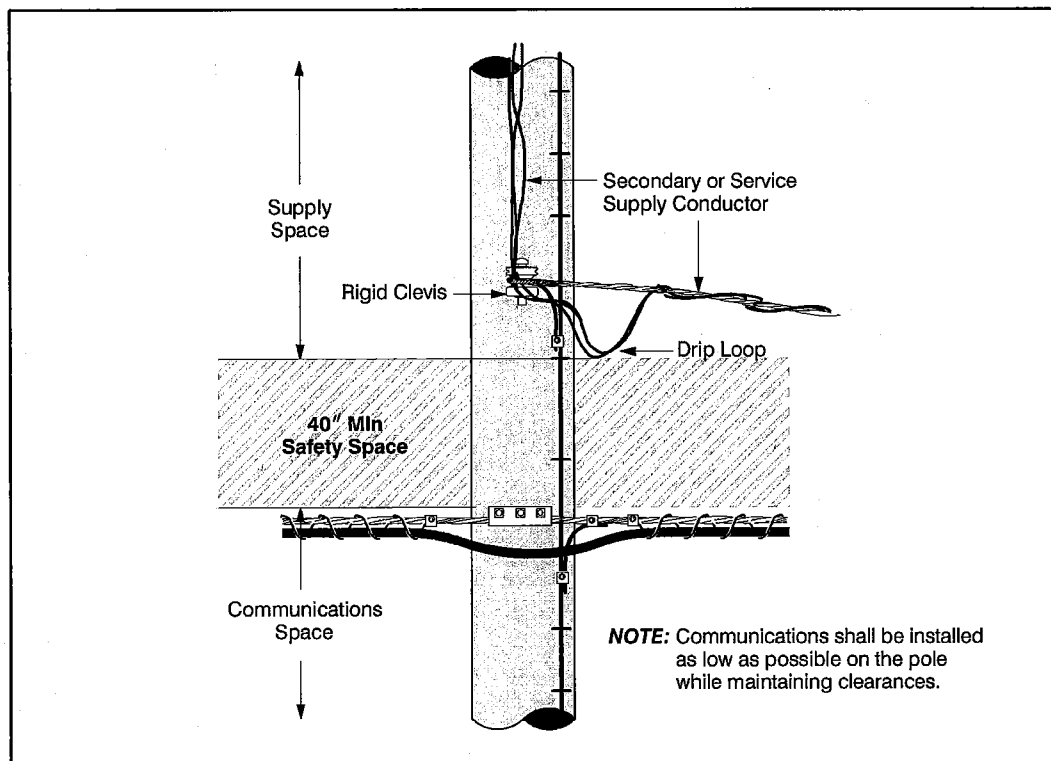
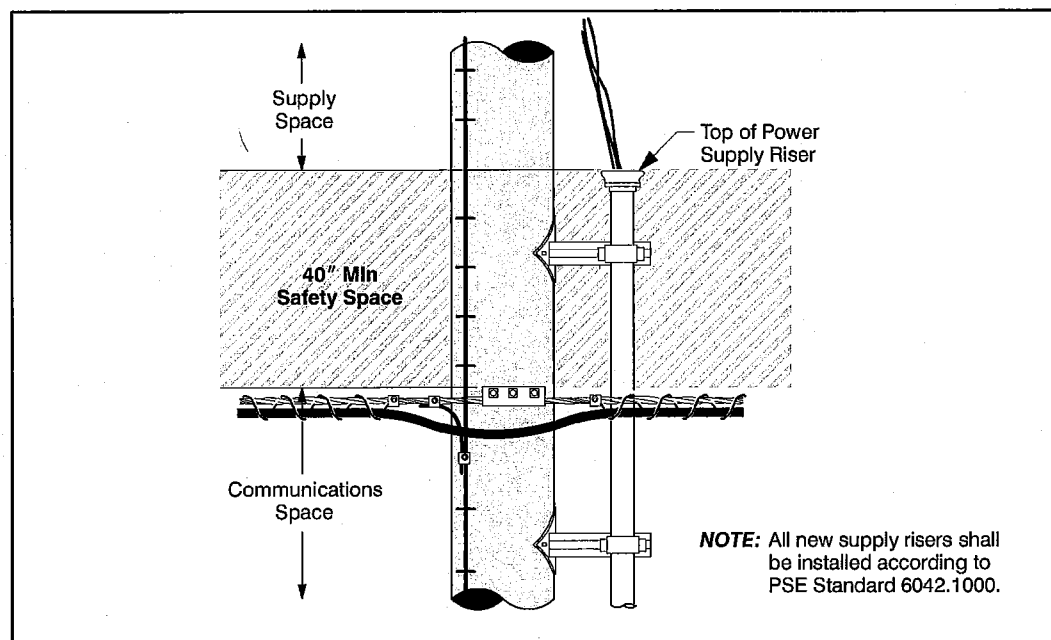


Figure 10

Clearance Between Top of Power Riser and Communications Space



Attachment and Clearance Requirements for Overhead Joint Utility Construction

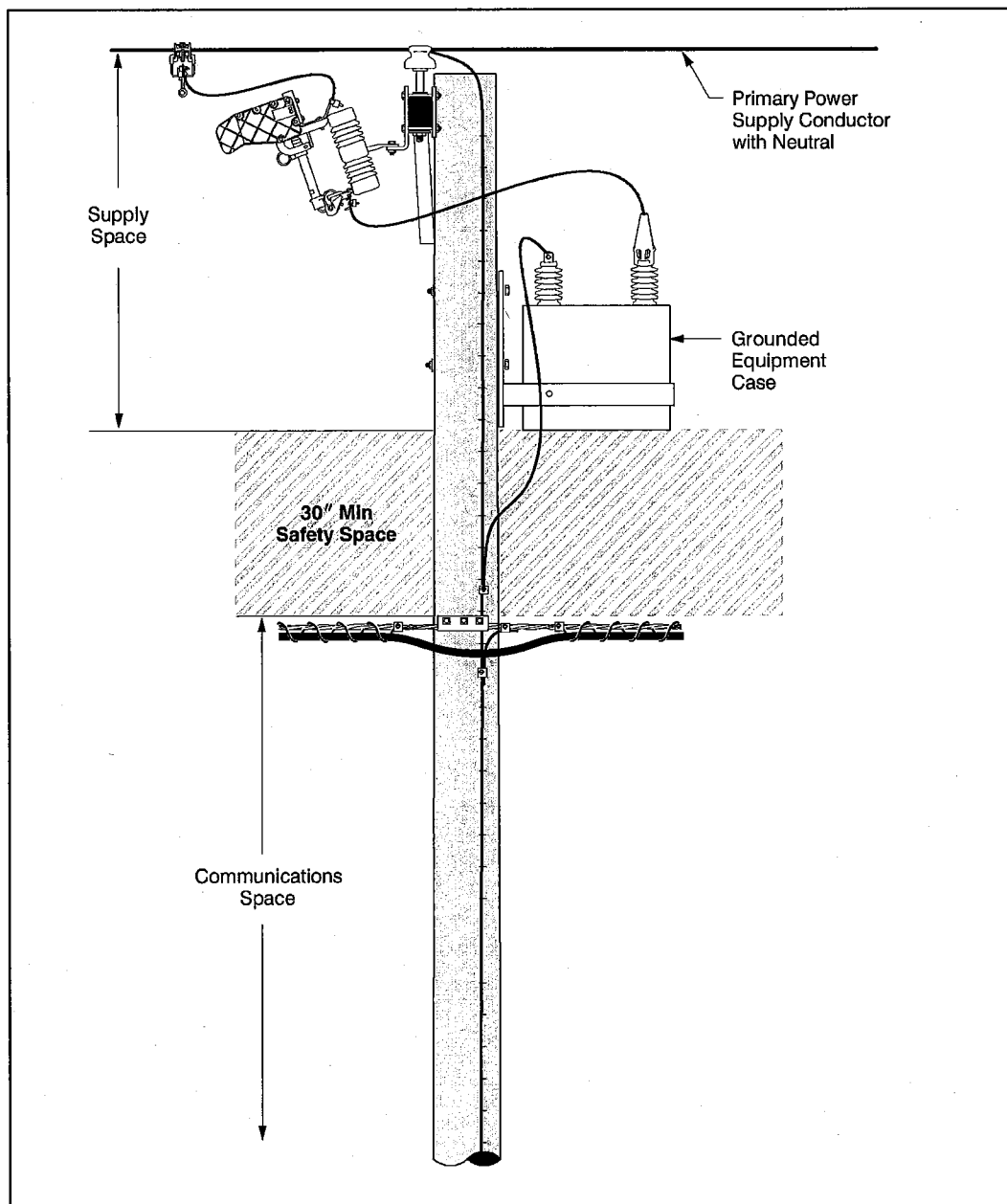
0700.8000

Grounded Equipment

Grounded equipment has a 30-inch clearance. *Figure 11* illustrates a typical (in this case a capacitor bank) equipment installations.

Figure 11

Clearance Between Grounded Supply Equipment and Communications Space



Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Clearance Requirements, *continued*

Midspan Clearance The minimum vertical clearance at any point in the span between power conductors and communications cables is **63, 40, or 30 inches**, depending upon the power line voltage. There are no horizontal clearance dimensions that can alleviate vertical clearance requirements between power conductors and communications cables jointly attached to PSE poles.

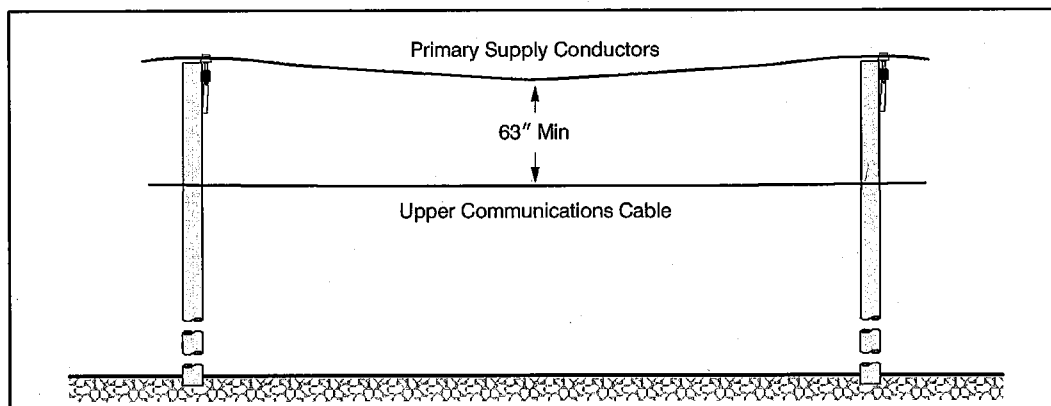
These midspan clearances must be met with the upper conductor (PSE) and the lower conductor (communications) at their final unloaded sag in the same ambient conditions and with the power conductor at its maximum design operating temperature (75°C for phase, 50°C for neutral, and 75°C for secondary).

NOTE: Meeting the midspan clearance requirements may require increasing the clearance distance at the supports (poles) beyond the minimum values.

Equipment	Voltage	Clearance
Primary supply conductors <i>Figure 12</i>	750 V to 34.5 kV	A 63-inch clearance is required.
Power neutral or triplex <i>Figure 13</i>	0-750 V	A 30-inch clearance is required
Open wire secondary	0-750 V	A 40-inch clearance is required

Figure 12

Midspan Clearance Between Primary Supply Conductors and Communications Cables

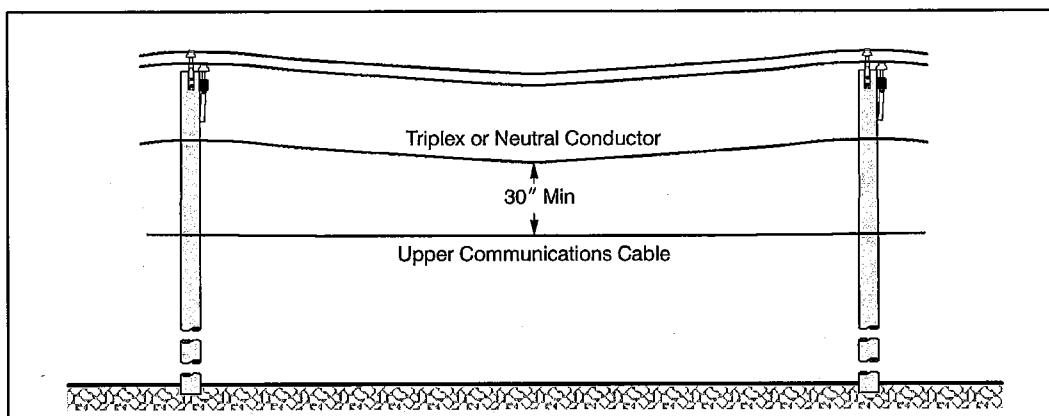


Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Figure 13

Midspan Clearance Between Secondary or Neutral Conductors and Communications Cables



Streetlight Clearances

Special clearances exist between streetlights and communications cables because:

- They may be installed anywhere on the pole, assuming all clearance requirements are met.
- Vertical runs of streetlight supply wire may or may not be covered with protective molding.

All clearances apply 360° around the entire pole.

Cables Installed Below Streetlights

When communication cables are installed below a streetlight on a pole, **all** of the following minimum clearance requirements shall be met:

Between the bottom of ...	This clearance is required
Drip loop of the streetlight supply wire and the top of the communications space.	12 inches *
Supply space and the top of the communications space.	40 inches

* This may be reduced to 3 inches if the loop is covered by a suitable nonmetallic covering that extends at least 2 inches beyond the loop.

Figure 14 illustrates these clearance requirements.

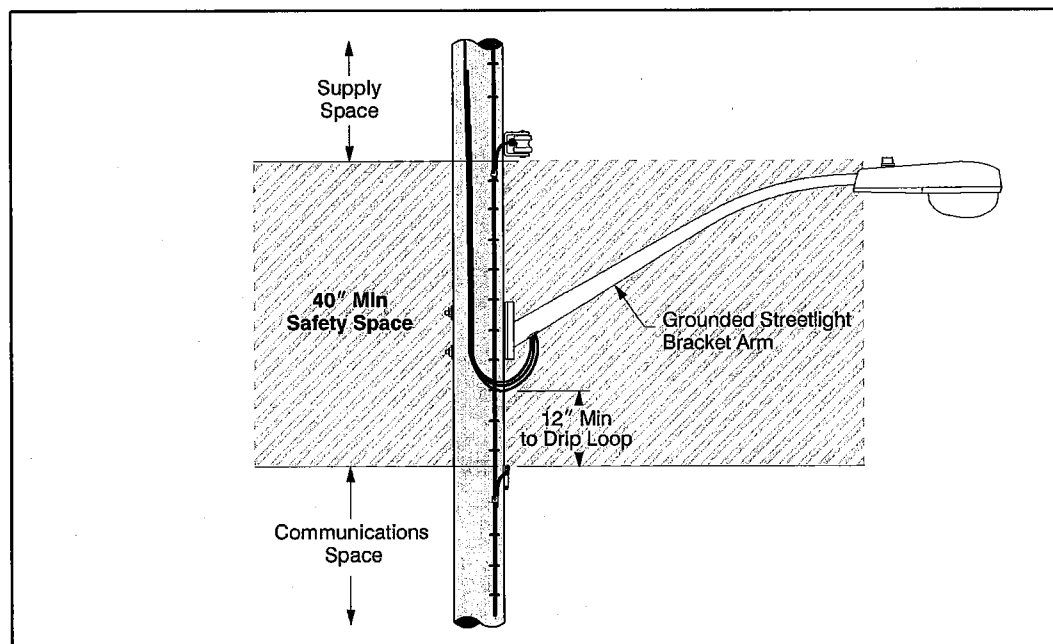
Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Streetlight Clearances, *Continued*

Figure 14

Clearances for Communications Cables Installed Below Streetlights



Streetlights Installed Beneath Communication Conductors

Proper streetlight mounting heights may require that the bracket be installed beneath the communication conductors.

When this is the case, *all* of the following minimum clearance requirements shall be met:

Between . . .	This clearance is required
Top of the streetlight bracket and the bottom of the communications space.	20 inches
Bottom of the streetlight supply wire molding (where wire is exposed at drip loop) and the bottom of the communications space.	40 inches
Top of the streetlight supply wire molding (where wire is exposed) and the top of the communications space.	40 inches

Figure 15 illustrates these clearance requirements.

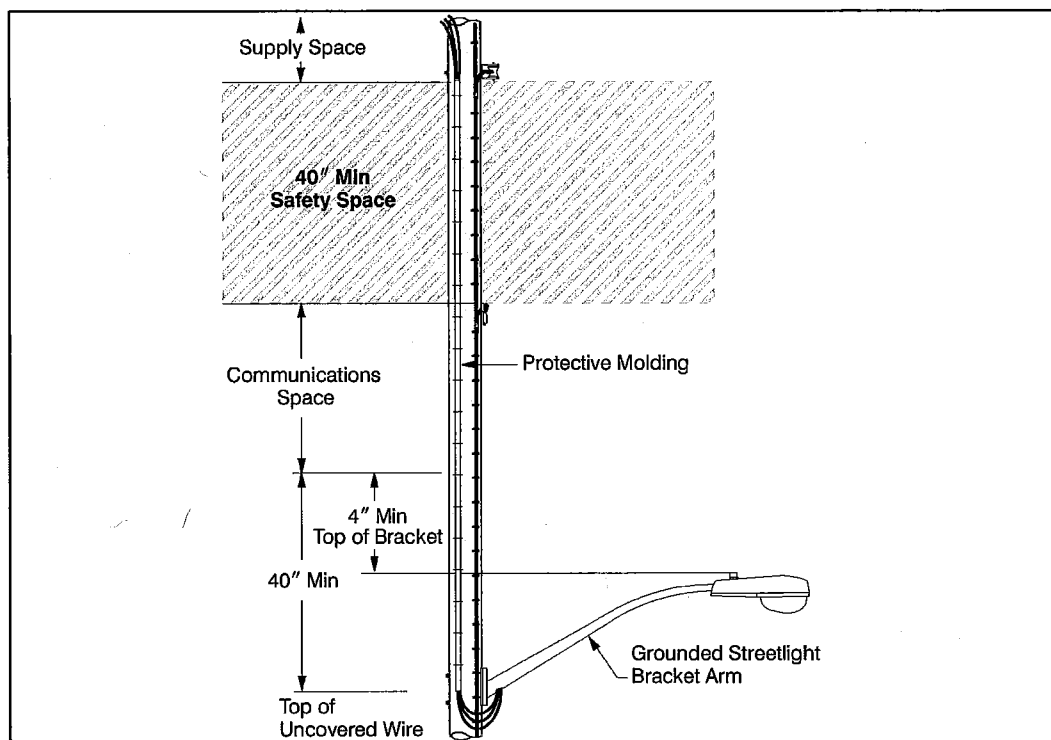
⚠ CAUTION!

Communications cables shall not be installed above streetlights if the vertical run of streetlight supply wire is not covered with protective molding.

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000
Figure 15

Clearances for Communications Cables Installed Above Streetlights



References

The following Puget Sound Energy documents relate to this standard:

0700.8500	RF Antenna Equipment on Power Poles
6042.1000	Conduit Riser
6450.3900	Wood Pole Information
6450.7500	Field Drilling, Roofing, and Treating Wood Poles and Crossarms

Sources

ANSI

O5.1 Wood Poles: Specifications and Dimensions

IEEE C2-2012 NESC

Rule 97G	Bonding of communication systems to electric supply systems
Rule 235	Clearance for wires, conductors, or cables carried on the same supporting structure
Rule 235C4	Communication worker safety zone
Rule 238	Vertical clearance between certain communications and supply facilities located on the same structure
Rule 239D	Guarding and protection near ground

List of Changes for 0700.8000

Date	Description of Revisions
04/26/19	▪ Added "Communication Worker Safety Zone" to the definitions.

EXHIBIT C
Evidence of Insurance
With
Washington Cities Insurance Authority

3/10/2025

Ref#: 16067

Anacortes Planning, Community, & Economic Development Dept
Attn: Libby Grage
904 6th St
Anacortes, WA 98221

Re: City of Anacortes
Master Permit for Telecommunications Right of Way Use Permit for ACCESS Anacortes
Fiber Internet

Evidence of Coverage

The City of Anacortes is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Anacortes. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Anacortes all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,



Rob Roscoe
Deputy Director

cc: Emily Schuh
John Coleman
Jim Lemberg

EXHIBIT D

Screenshot from Washington Utilities and Transportation Commission Website

(accessed 1/13/2020, pertinent language highlighted)

Page 1 of 2

The screenshot shows the Washington Utilities and Transportation Commission website. The header is dark blue with the commission's name in white. Below the header is a navigation bar with a search box and a menu icon. The main content area has a breadcrumb trail: Home > Regulated Industries > Utilities > Telecommunications > Register as a Telecom Company. The title 'Register as a Telecom Company' is in bold. Below it is the section 'Who Must Register' with a paragraph stating that the UTC regulates and registers companies that provide telecommunications services for hire, sale or resale within the state of Washington. A highlighted yellow box contains the text: 'The following service providers do not need to register:'. Below this is a bulleted list of service providers that do not need to register. The next section is 'When to Register' with a paragraph stating that registration should occur after registering the business and before beginning operations in Washington state. The final section is 'How to Register' with a numbered list of steps. The first step is to register the company as a business in Washington, with sub-points about seeing the 'Doing Business' web page and obtaining additional licenses. The second step is to fill out the UTC's Registration Application, with sub-points about checking the right box under 'Competitive Classification' and providing the UBI number. The third step is to obtain or prepare a balance sheet and an annual report, with sub-points about audited financials and the parent company's obligations.

Washington Utilities and Transportation Commission

Search ...

Home > Regulated Industries > Utilities > Telecommunications > Register as a Telecom Company

Register as a Telecom Company

Who Must Register

The UTC regulates and registers companies that provide telecommunications services for hire, sale or resale within the state of Washington.

The following service providers do not need to register:

- City-owned networks and Public Utility Districts that provide telecommunications;
- Shared Telephone Providers in apartment buildings, resorts, etc.;
- Systems integrators, who re-sell some services as part of an equipment package; or
- Companies with some presence in Washington but no customers in the state.

When to Register

After registering the business, and before beginning operations in Washington state.

How to Register

1. Register the company as a business in Washington.
 - a. See the "Doing Business" web page at access.wa.gov.
 - b. If the company will be digging, hanging cable, etc. additional licenses such as a contractor's license may be necessary. The company may register with the UTC while obtaining other licenses.
2. Fill out the UTC's [Registration Application](#)
 - a. Remember to check the right box under "Competitive Classification" if the company faces competition. Competitive companies are subject to minimal regulation, non-competitive companies are not.
 - b. Provide the UBI number from the [Business Licensing Services](#) at [1-800-451-7985](tel:1-800-451-7985)
3. Obtain or prepare a balance sheet and an annual report (if available) for the company.
 - a. Audited financials are not needed in order to be registered, but a balance sheet is required at a minimum.
 - b. The financial information filed should show that the company is financially capable of providing the services it plans to offer.
 - c. If the company is a new subsidiary, it can use the financial information of the parent company, if the parent also provides a letter guaranteeing the new company's obligations.

EXHIBIT D

Screenshot from Washington Utilities and Transportation Commission Website

(accessed 1/13/2020, pertinent language highlighted)

Page 2 of 2

4. Submit the information to the UTC [electronically](#) through the Records Center Web Portal. For more information on filing, visit our [Online Records Center](#). For assistance contact the Records Center at [\(360\) 664-1234](#) or records@utc.wa.gov.
5. If UTC staff have questions they will contact the company representative at the number listed on the application. If not, staff will send a letter and certificate within 30 days from application submission.
 - a. Upon receipt of the application, a confirmation certificate with a docket number will be sent to the company. Check the status of the registration or print a backup copy of the certificate by entering this docket number on our main web page.
6. Remember to file an [annual report](#) and pay the required annual regulatory fees.

Form

-  [Registration Application](#)

Electronically File Form(s) and Cover Letter(s)

Rules and Statutes

Washington State laws and rules governing telecommunications companies include:

- [Telecommunications Laws - RCW 80.36](#)
- [Tariff and Contract Rules - WAC 480-80](#)
- [Telephone Company Rules - WAC 480-120](#)
- [Registration and Classifications Rules - WAC 480-121](#)
- [Universal Service - WAC 480-123](#)

Price Lists

Note: Price Lists are No Longer Required

Companies providing competitively classified services in the state of Washington are no longer required to file price lists with the commission. [Senate Bill 6473](#) eliminated the use of price lists for competitively classified telecommunications services. Companies should communicate with customers using written contracts or customer service agreements.

Companies registering for the first time or adding new services should be sure to indicate what services they offer on their registration or annual report form - no other notification is required.





City of Anacortes
Finance Department
PO Box 547

03/13/2025 Anacortes WA 98221
025095-0097 3602931900

MISC RECEIPTS

Payment Tran Code: 1000

No Assigned Tran Code
(1000)

Description: FIBER

MASTER PERMIT

1000 No Assigned Tran
Code (1000)

2025 Item: 1000

Balance due: \$1,500.00

1000 No Assigned Tran
Code (1000)

\$0.00

001-260-532-10-41 -\$1,500.00C

Payment Id: 435832

Payment Tran Code: 1000

No Assigned Tran Code
(1000)

Description: FIBER

MASTER PERMIT

1000 No Assigned Tran
Code (1000)

2025 Item: 1000

Balance due: \$0.00

1000 No Assigned Tran
Code (1000)

\$0.00

001-240-322-90-00 \$1,500.00C

Payment Id: 435833

\$0.00

Subtotal \$0.00

Total \$0.00

Change due \$0.00



Thank you for your payment

City of Anacortes COPY
DUPLICATE RECEIPT



Emily Schuh
Director, Administrative Services

January 15, 2020

Planning, Community, & Economic Development Department
City of Anacortes
904 Sixth Street
Anacortes, Washington

To whom it may concern:

ACCESS Anacortes Fiber Internet, operating as a subunit of the City of Anacortes, is pleased to submit the enclosed Submittal Packet requesting a Master Permit for Telecommunications Use of Right of Way.

In summary, we wish to deploy a fiber optic network passing every business and residence within Anacortes. We plan to deploy backbone cables and customer drops in two broad stages: (1) the areas highlighted in blue on Exhibit A and (2) the areas not highlighted in blue on Exhibit A. The first stage deployment will occur during 2020-21 and the second stage deployment will occur during the period of approximately 2021-23. Our annual Master Permit renewal applications will further address the second stage deployments.

The backbone cables in our network will be primarily deployed aerially. We anticipate possibly needing to trim tree branches in some areas to deploy those aerial backbone cables, but we do not anticipate removing any trees or structures. Our network will require deployment of several pad-mounted cabinets (roughly 24"d x 36"w x 36"h) either in the public right of way (outside of the lane of travel) or on private property (under appropriate easements). Public safety will be the primary criteria for cabinet site selection.

Exhibit A provides a map depicting in blue highlight areas in which the majority of lateral customer drops will be aerial. We anticipate deploying backbone cables and customer drops in those areas during 2020. The majority of customer lateral drops in areas not indicated in blue highlight on Exhibit A will be underground.

Exhibit B provides a copy of our pole attachment agreement with Puget Sound Energy.

Exhibit C provides an Evidence of Insurance from the Washington Cities Insurance Authority.

Exhibit D provides a screenshot from the State of Washington Utilities and Transportation Commission website indicating that a city-owned network (such as ACCESS Anacortes Fiber Internet) that provides telecommunications is not required to register with the Commission.

Exhibit E provides a copy of an email thread between myself and Scot Buchanan in which he opines that one City department's obtaining a performance bond protecting the City as a whole against that department's failure to perform a particular undertaking would be in effect a circular arrangement and therefore inadvisable and implicitly unnecessary.

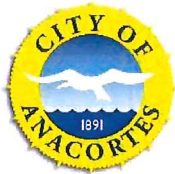
I will be pleased to answer any questions that the Department might have about our Submittal Packet.

We also understand that Section 5.38.040 of the City's municipal code requires that we obtain a construction permit prior to deploying any portion of our network. We plan to deploy our network in several phases and will submit a construction permit application for each such construction phase.

Very truly yours,

Emily Schuh
Director, Administrative Services

enclosures (6)



PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT DEPARTMENT

Mailing Address: P.O. Box 547, Anacortes, WA 98221

Office Location: 904 6th Street, Anacortes WA 98221

Phone: (360) 293-1901

Master Permit for Telecommunications Use of Right of Way Submittal Packet

A master permit must be obtained from the Anacortes City Council prior to construction, placement, maintenance, or operation of any pipes, ducts, utility tunnels, vaults, maintenance holes, poles, fixtures, wires, utility facilities, wireless facilities, or any appurtenances necessary for the purpose of providing wireless service, or to conduct any public utility business, on, over, or under the public right-of-way.
([AMC 5.38.040](#))

MASTER PERMIT APPLICATION FOR TELECOMMUNICATIONS USE OF RIGHT OF WAY

1. TYPE OF APPLICATION

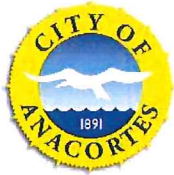
☒ NEW ☐ RENEWAL (Existing Agreement #: _____)

2. APPLICANT INFORMATION

Name of Applicant: City of Anacortes / ACCESS Anacortes Fiber Internet	Phone: 360-588-8361
Address (Street, City, State, Zip): PO Box 547 Anacortes, WA 98221	Email Address: IanH@cityofanacortes.org
Name of Person Filing This Application: Emily Schuh	Title: Director of Administrative Services
Address (Street, City, State, Zip): PO Box 547 Anacortes, WA 98221	Company: City of Anacortes
Email Address: EmilyS@cityofanacortes.org	Phone 360-299-1941

3. AFFILIATES INFORMATION

List all affiliates of the applicant who will be authorized to work in the right-of-way under the agreement:
[none](#)



PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT DEPARTMENT

Mailing Address: P.O. Box 547, Anacortes, WA 98221

Office Location: 904 6th Street, Anacortes WA 98821

Phone: (360) 293-1901

4. DESCRIPTION OF SERVICES

a. Brief description of nonconfidential, nonproprietary utility or wireless telecommunications services that are or will be offered or provided by the applicant over its facilities:

1. Residential Internet service
2. Business-class Internet service
3. Dark fiber
4. Point-to-point Ethernet service
5. Dedicated Internet Access service

b. Brief description of nonconfidential, nonproprietary transmission medium that will be used to offer or provide such services:

Optical fiber

c. The area or areas of the city the applicant desires to serve and a schedule for building out (offering service to) the entire area encompassed by the master permit:

We intend to offer service to every residence and business within the city limits of the City of Anacortes.

We anticipate beginning customer installations in Q1 2020.

We anticipate completing customer installations by Q4 2023.

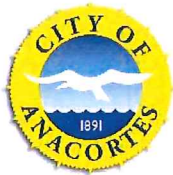
5. SIGNATURE

I declare under penalty of perjury under the laws of the State of Washington that all of the statements and answers contained herein, and the information submitted with this application form is in all respects, true, correct, and complete to the best of knowledge and belief.


Signature

1/15/2020
Date

Emily Schuh
Printed Name



PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT DEPARTMENT

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Office Location: 904 6th Street, Anacortes WA 98221

Phone: (360) 293-1901

SUBMITTAL CHECKLIST

Applicant Checklist	Submittal Requirement Checklist	For office use:
	Master Permit Application for Telecommunications Use of Right-of-Way Application Form (attached)	
	Preliminary engineering plans, specifications, and maps, including (but not limited to): • The location of any existing utilities and/or wireless telecommunications facilities in the city that the applicant intends to use or lease • Facilities to be located within the public right-of-way (in sufficient detail to identify the location and route of the proposed facilities within the public right-of-way) • The location of the applicant's existing facilities within the right-of-way, if any • Specific trees, structures, facilities, and /or obstructions, if any, that the applicant proposes to temporarily or permanently remove or relocate	
	Will the applicant be constructing wireless facilities on another service provider's facilities? ☐ YES ☒ NO If yes, provide a notarized statement that the applicant has permission to use such facilities, or a signed agreement with the service provider to that effect.	
	Does the application involve a small wireless facility? ☐ YES ☒ NO If yes, provide preliminary engineering plans showing all dimensions of the wireless facility.	
	Is installation of overhead facilities proposed? ☒ YES ☐ NO If yes, provide evidence that surplus space is available for locating the facilities on existing utility poles along the proposed route.	
	Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities, and to offer or provide the services, including, but not limited to, evidence that the applicant has registered with the Washington Utilities and Transportation Commission.	
	Proof of compliance with other the provisions of AMC Ch. 5.38, including but not limited to the indemnity, insurance, and bond requirements	
	Required Number of Copies and Plan Size 1 paper copy of each item above Plans must be <u>minimum</u> 8 ½" x 11", to scale, and legible.	Application Fee See the Unified Fee Schedule

EXHIBIT A

Areas Served by Aerial Lateral Customer Drops

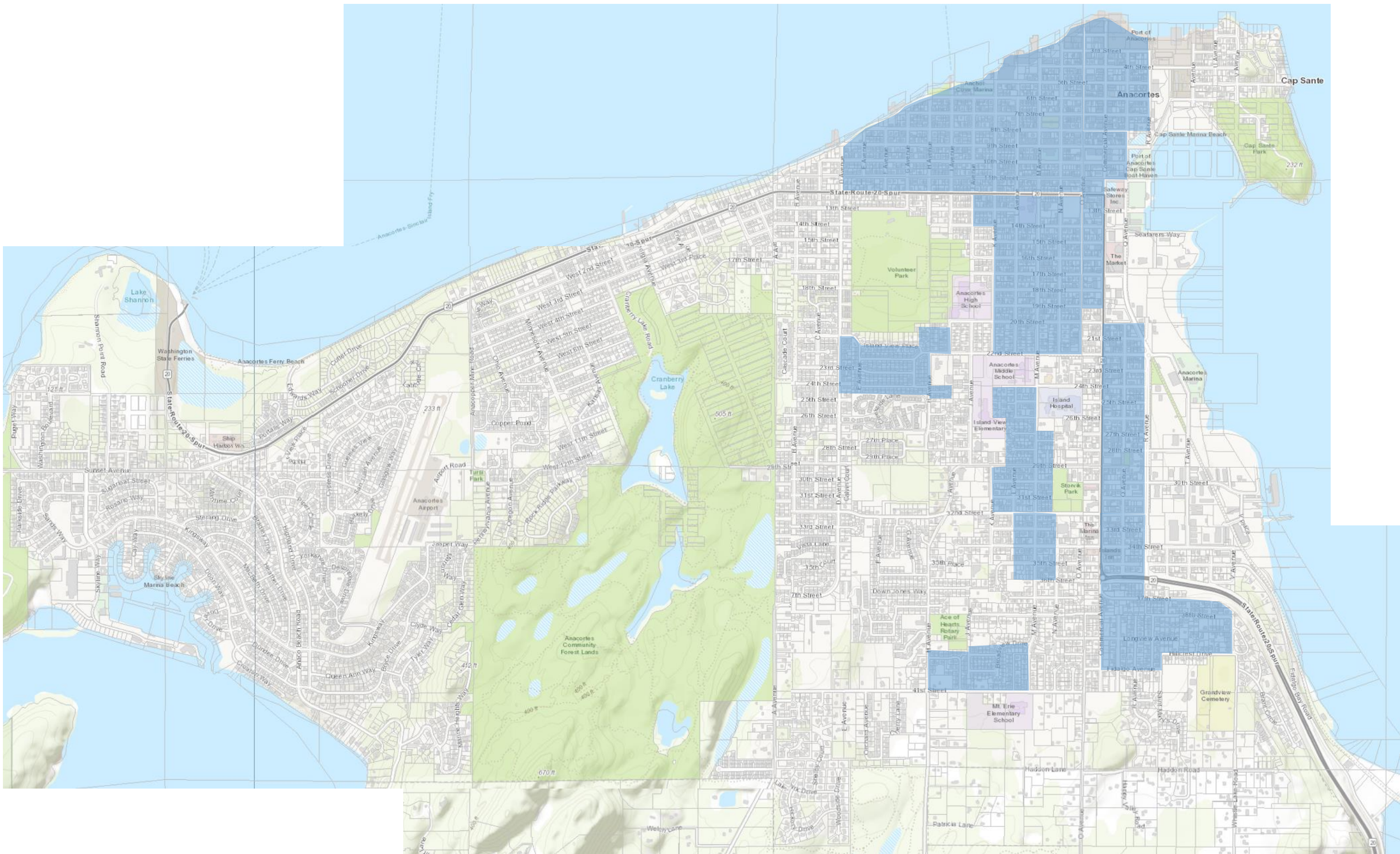


EXHIBIT B
Pole Attachment Agreement
With
Puget Sound Energy



POLE ATTACHMENT AGREEMENT

BETWEEN

PUGET SOUND ENERGY, INC.

AND

CITY OF ANACORTES

Date: 10/16/2019

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POLE ATTACHMENT AGREEMENT FOR CITY OF ANACORTES

This Agreement, dated as of 10/16/2019, is made by and between **Puget Sound Energy, Inc.**, a Washington corporation ("PSE"), and **City of Anacortes**, a Washington municipal corporation ("City"). In this Agreement PSE and City are sometimes referred to individually as a "Party" and collectively as the "Parties."

PSE and City agree as follows:

SECTION 1. SCOPE AND DEFINITIONS

1.1 This Agreement governs all attachments of City's fiber optic communications system (the "System") and related Equipment now or hereafter made in relation to any utility poles owned in whole by PSE (individually a "Pole", collectively the "Poles"), with or without PSE's consent.

1.2 The Parties hereby acknowledge a Pole Attachment Agreement dated 12/21/2016 between Puget and the City, providing for the attachment of City communication cable to approximately 265 PSE Poles. Said Pole Attachment Agreement is hereby incorporated by reference and any conflicts between this Agreement and the 2016 Agreement shall be controlled by this Agreement. The Parties also acknowledge existing Attachments in the City Central Business District. It is the Parties' intention that any existing Attachments that predate execution of this Agreement be governed by this Agreement.

1.3 When used in this Agreement with the initial letter capitalized, the following terms shall have the following specified meanings:

"Agreement" means this Pole Attachment Agreement between PSE and City together with all exhibits attached hereto.

"Annual Rental Fee" means the fees described in the attached Appendix III.

"Arm" means any wood, fiberglass or steel extension from a Pole used to support Equipment.

"Assignment" as described in Section 24 of this Agreement.

"Attach" (or any conjugation thereof) means to affix, fasten or otherwise attach Equipment to a Pole, either directly or indirectly, including, without limitation, by overlashing or attaching any Equipment to other equipment, cables, attachments or devices affixed, fastened or otherwise attached to a Pole.

"Attachment" will have the meaning given to it on Section 2.1 of the Agreement.

"Attachment Application" a written or electronic application form(s) requesting permission to attach any Equipment to any Pole.

"Attachment Permit" or "Permitted Attachment" will mean a completed permit in the form of Appendix II attached hereto that has been duly and properly executed by PSE or an Attachment authorized in such permit.

"Calendar Year" means any period from January 1 through December 31 of any given year.

"Certificate of Insurance" means a standard ACORD certificate or documentation from an agent authorized by the insurer(s) demonstrating insurance carriers, policy numbers, effective dates, limits of liability and deductible amounts.

"Electronic Notice" will have the meaning given to it in Section 25.2 of the Agreement.

"Equipment" means any coaxial and fiber optic cables, messenger strand, conduit or risers, span guys, down guys, anchors, service drops, mainline, overlash (i.e., any conductor that is overlash on an existing conductor after the initial permit), a configuration of equipment attached to the Pole that includes one or more of the following: power supplies, equipment enclosures, amplifiers and terminal boxes or other similar equipment, other attachments and related equipment made in relation to a utility pole.

"Event of Default" will have the meaning given to it in Section 7.1 of the Agreement.

"Facilities" means any poles, towers, arms, transformers, down guys and anchors, vaults, conduits, handholds, and/or electric system appendices.

"First Trip Costs" means any expenses and costs incurred by PSE for transfer of City's Attachment(s) to a replacement Pole (at the same time PSE is transferring its own facilities to the replacement Pole).

"Indemnitees" means PSE, its successors and assigns, and the respective directors, officers, employees, and agents of PSE and its lawful successors and assigns.

"Make-ready" means any and all work relating to the installation of additional Poles, Poles of greater height or strength, additional guying, or re-arrangements of PSE's Equipment or the Equipment of any other party licensed by PSE to use the Poles as required in order for PSE to provide City with access to the Poles.

"NESC" means, at any given point in time, the then-current version of the National Electric Safety Code.

"NJUNS" means the National Joint Utility Notification System or a substantially comparable electronic communication system agreed upon in writing by the Parties.

"Notice of Termination" means any one hundred-eighty (180) calendar day Written Notice by Party requesting Termination of the Agreement to non-terminating Party.

"Plan of Correction" means a mutually agreeable plan to correct any Unauthorized Attachment.

"Pole" will have the meaning given to it in Section 1.1 of the Agreement.

"PSE Pole Attachment Specifications" means, at any given point in time, the then current version of the specifications set forth in the attached Appendix V.

"Return Trip Costs" means any fee assessed by PSE to City when PSE must return to job site to perform transfer work.

"System" will have the meaning given to it in Section 1.1 of the Agreement.

"Termination" cancellation and/or voidance of this Agreement or any Attachments made pursuant thereto.

"Termination of Attachment Notice" means any Written Notice by Party requesting Termination of the Attachment to non-terminating Party.

"Topping Fee" means any fee assessed by PSE to City for removal of the upper portion of any replaced Pole in the event PSE does not transfer City's Attachment(s) to the replacement Pole.

"Unauthorized Attachment" means any Attachment(s) to any Pole(s) by City in violation of the terms and conditions of this Pole Attachment Agreement.

"Work" means any work relating to the attachment, maintenance, repair, relocation, replacement or removal of Equipment and other work performed by City in connection with this Agreement, or the attachment of Equipment to Poles performed by City in connection with this Agreement.

"Written Notice" will have the meaning given to it in Section 25.1 of the Agreement.

SECTION 2. ATTACHMENT

2.1 Any piece of Equipment that occupies space on a Pole will be considered an "Attachment." Any and all City Attachments are subject to this Agreement. Attachments are limited to:

- coaxial and fiber optic cables
- messenger strand
- conduit or risers
- span guys
- down guys
- anchors
- service drops
- mainline
- a configuration of equipment attached to the Pole that includes one or more of the following: power supplies, equipment enclosures, amplifiers and terminal boxes or other similar equipment

2.2 City shall not attach any Equipment to any Pole without PSE's prior written consent in accordance with paragraph 2.3 below, regardless of whether or not City has a valid permit

for Attachments previously attached on such Pole. This Agreement shall not in itself constitute any such consent. Should City fail to obtain a valid permit prior to attaching Equipment to any Pole, in accordance with Section 2.3, City shall be liable for an Unauthorized Attachment in accordance with Section 6.

- 2.3** If City desires to attach any Equipment to any Pole, City shall submit to PSE an "Attachment Application", via the written application form in Appendix II or an "Electronic Notification" as outlined in paragraph 25.2. At a minimum, the pole Attachment Application shall include the information specified in Appendix II, which is attached and incorporated by reference. PSE retains sole discretion to modify the information required in the Attachment Application, upon thirty (30) days Written Notice to City, and such modification shall be effective on the date referenced in the notification.

The Attachment shall be deemed installed on the date the Attachment Permit is approved. However, should City fail to install an Attachment on a Pole for which an Attachment Permit has been granted within six (6) months from the approval date of the Attachment Permit, that Permit shall expire and no Attachment shall be made on that Pole by City until a new Attachment Permit is granted.

If City wishes to remove an Attachment, it must submit a "Termination of Attachment Notice" to PSE via "Electronic Notification" as outlined in paragraph 25.2. If City wished to assign an Attachment to a third party, City must comply with the requirement of Section 24 (Assignment). If City does not submit a Termination of Attachment Notice (and thereafter timely remove the affected Attachment) or an assignment is not made in accordance with Section 24 (Assignment), prior to the beginning of a Calendar Year, the applicable Attachment Permit shall be considered active and City shall be assessed the appropriate Annual Rental Fee.

An Attachment Permit does not relieve City of obligations or liabilities due under this Agreement. Any Attachment made without an Attachment Permit or not in accordance with the specifications listed in the Attachment Permit shall be considered an Unauthorized Attachment.

- 2.4** Unless otherwise directed by PSE, City shall submit each Attachment Application to:

Puget Sound Energy, Inc. | 3380 146th PL SE #310 | Bellevue | WA | 98007 | Pole Services

- 2.5** PSE may deny any Attachment Application for the following reasons:

- (a) insufficient capacity (when all potential accommodations have been reviewed by PSE and communicated to City);
- (b) Facilities are necessary for PSE's sole utility business use;
- (c) City's proposed Attachment violates the National Electrical Safety Code (NESC) or any other applicable code, law, rule or regulation, or unduly compromises safety;
- (d) City's proposed Attachment threatens the reliability of PSE's system;
- (e) City's proposed Attachment does not comply with general applicable engineering standards; or
- (f) City's account is not in good standing.

In the event that PSE gives its written or electronic consent for any Equipment to be Attached to a Pole, City shall Attach such Equipment only in strict accordance with:

- a) such Application;
- b) any conditions or qualifications set forth in PSE's consent; and
- c) the provisions of this Agreement.

City shall have the right to make Attachments to PSE Facilities in accordance with the terms of the Attachment Permit and this Agreement. No application shall be deemed approved without Written Notice or Electronic Notice indicating approval from PSE.

2.6 City shall reimburse PSE for any and all costs and expenses incurred by PSE in connection with the processing and review of each Application (including but not limited to the cost of identifying and estimating the cost of required changes under paragraph 2.7) and in connection with services performed by PSE at the request of City (whether prior to or after the submittal of an Application), including, without limitation, any of the following:

- a) Field engineering review of proposed routes to identify potential problems with the proposed Attachment;
- b) Preparation and provision of drawings or other documents relating to the Poles or any facilities on the Poles;
- c) Engineering review of proposed Attachments to determine the consequences of additional strain on the Poles;
- d) Review of proposed routes to identify easement problems that may limit or preclude the proposed Attachment;
- e) Rights-of-Way services to obtain easements or other rights from private land owners to enable Equipment to be Attached to the Pole;
- f) Transmission poles with no communication attachment or distribution underbuild are not available to attach to;
- g) Transmission pole requests must have a structural pole analysis completed prior to review of approval of attachment at the cost of the applicant; and
- h) PSE may require distribution pole attachment requests have a structural analysis completed prior to review of approval of attachment at the cost of the applicant.

Amounts recoverable by PSE hereunder shall consist of fully allocated costs for labor (including but not limited to all payroll costs and overhead and all applicable engineering, supervision, and administrative overheads), transportation, employee expenses, attorney's fees, reprographic services, supplies, telephone service and other expenses. This paragraph 2.6 shall not obligate or be construed to obligate PSE to perform any service or to take any action whatsoever with respect to an Attachment, an Attachment Application, or any request made by City.

2.7 City understands and acknowledges that nothing in this Agreement grants or purports to grant to City any right or interest of any kind in or to the real property on which any Pole is located and, subject to applicable law, City is solely responsible for seeking and

obtaining all permits, licenses, easements, franchise rights and other rights required from the owner of the underlying property (including, without limitation, PSE) for City to Attach, maintain, repair, relocate or remove any Equipment in relation to any Pole. In no event, however, shall such actions in any way limit or relieve City of its obligations under Section 14 or any other provision of this Agreement.

- 2.8** If, in the judgment of PSE, the accommodation of any proposed Attachment requires the replacement of an existing Pole to provide adequate Pole facilities, PSE will inform City of the required changes and the estimated cost of such changes based on PSE's engineering work standards. If City desires to Attach such Equipment and so notifies PSE within thirty (30) days after PSE informs City of the required changes and estimated cost, PSE shall perform such work and City shall reimburse PSE for the entire expense thereby incurred. If City decides that it does not wish to Attach such Equipment after receiving notification of the required change(s) and estimated cost(s) of such changes, City may decline to do so; provided, however, that City shall still be required to pay the reasonable cost(s) incurred by PSE with respect to providing the change information and estimated cost(s) for the proposed Attachment(s).
- 2.9** Unless otherwise directed by PSE, City shall install guys and anchors necessary to support the additional strain imposed on any Pole by any Attachment in a manner satisfactory to PSE. If PSE installs or replaces guys or anchors to support the strain imposed by such Attachment, City shall reimburse PSE for the entire cost and expense of such installation or replacement (including, but not limited to, the cost of installing or transferring guys to such anchors).
- 2.10** City shall clearly identify all new Attachments at each Pole in distinctive color marking or number marking and as otherwise agreed to by the Parties. In the event that City performs general maintenance to existing Attachments, or takes such other action affecting such existing Attachments, City shall clearly identify such existing Attachments in distinctive color marking or number marking and as otherwise agreed to by the Parties.

In the event City acquires another entity's Equipment, or enters this Agreement with existing Equipment on PSE Facilities, City shall properly identify the newly acquired Equipment in distinctive orange marking and as otherwise agreed to by the Parties within twelve (12) months or within a mutually agreeable earlier timeframe.

If City removes some or all of its Equipment from a Pole, City shall remove all corresponding identification tags, pole tags, and any other method of identification from the Pole.

SECTION 3. MAINTENANCE

City shall maintain all Equipment Attached to any Pole in good and safe condition. City shall maintain current and accurate location maps and records of all such Attachments.

SECTION 4. EMERGENCIES

In the event of an emergency, PSE may relocate any Attachments and take such other action affecting such Attachments, as PSE deems appropriate in the circumstances. The

Parties' respective emergency phone numbers are as follows:

Puget Sound Energy, Inc. | 1-888-225-5773

City of Anacortes | 1-360-428-1598

Each Party shall promptly notify the other of any change in such Party's emergency phone number.

SECTION 5. RELOCATION, REPLACEMENT, AND REMOVAL OF POLES

- 5.1** City understands and agrees that PSE Facilities are essentially for PSE's exclusive use. PSE reserves the right at any time, without City's knowledge or consent, to add to its Facilities, raise the voltage on its circuits or change their character or to remove, replace, or relocate the Facilities. In the event PSE modifies, removes, replaces or relocates its Facilities and such change requires City to remove or relocate City's Equipment, PSE shall provide City with either Written Notice or Electronic Notice. City shall relocate or remove its Equipment, at City's sole expense, within thirty (30) days from the date of PSE's Written Notice or Electronic Notice requesting the relocation or removal of City's Equipment. Following the thirty (30) days, at PSE's discretion, PSE may remove or relocate the Equipment and bill City for the cost of such removal or relocation. If City performs the removal or relocation work, City shall be responsible for any liability or additional costs associated with removing the old Facilities and relocating them.
- 5.2** PSE may in an emergency, relocate, replace, or remove such Attachment and perform any other work in connection with such Attachment that may be required for the maintenance, relocation, replacement, or removal of said Poles, or the facilities thereon or which may be placed thereon, or for the service needs of PSE. All such work shall be performed at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.
- 5.3** If, in the judgment of PSE, an existing Attachment on any Pole interferes with or prevents the attachment of any additional facilities of PSE or any other person or entity having a joint ownership interest with PSE in such Pole, and if such additional facilities could be attached to such Pole by removing the Attachment or by rearranging existing facilities thereon, PSE will so notify City. Such notice shall state what rearrangement of facilities or Pole replacement and transfer of facilities is required to continue the accommodation of the Attachment. If City desires to continue to maintain the Attachment on such Pole and so notifies PSE within thirty (30) days after PSE gives notice to City, City shall make such rearrangement at the sole risk and expense of City. If City does not so notify PSE prior to the end of such thirty (30) day period, PSE shall make such rearrangement at the sole risk and expense of City, and City shall reimburse PSE for the entire expense thereby incurred. If City does not desire to continue to maintain the Attachment on such Pole, City shall remove the Attachment from such Pole within thirty (30) days from the date of PSE's original notice to City. If the Attachment is not removed from the Pole at the end of the thirty (30) day period, PSE may remove the Attachment at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.
- 5.4** If PSE replaces or relocates an existing Pole, PSE will be responsible for transferring its Facilities to the replacement Pole. PSE may, in its discretion, also transfer City's Attachment(s) to the replacement Pole, provided that City has given its prior approval. The

physical transfer will be made at the sole risk and expense of City. If PSE transfers City's Attachment(s) to the replacement Pole at the same time PSE is transferring its own facilities to the replacement Pole, City shall reimburse PSE for any and all costs and expense thereby incurred in connection with such transfer in accordance with Appendix IV, "First Trip Costs" which may be amended from time to time upon written notice to City from PSE.

If PSE replaces or relocates an existing Pole on which there is an Attachment, and PSE does not have City's approval or for any other reason does not transfer City's Attachment(s) to the replacement Pole, then PSE may remove the upper portion of the replaced Pole approximately one (1) foot above the highest communication attachment and City shall transfer its Attachment(s) to the replacement Pole within thirty (30) days and reimburse PSE the "Topping Fee" in accordance with Appendix IV, which may be amended from time to time. If City fails after thirty (30) days' notice to transfer its Attachment(s) from the replaced Pole to the replacement Pole, PSE may have such work performed by a licensed contractor competent to perform such work, and PSE will charge City for such work in accordance with Appendix IV, "Return Trip Costs".

- 5.5 PSE may, in its sole discretion, choose to install an Arm to support facilities on a Pole, whether such Pole is solely owned by PSE or is jointly owned by PSE and another owner. In such case, PSE may require City to relocate any of its Attachments to the Arm in accordance with paragraph 5.2 above.
- 5.6 If at any time PSE determines, in its reasonable judgment, that a Pole is required for the sole use of PSE or is no longer suitable for attachment of City's Equipment because of safety or the other factors set forth in Section 2.5, PSE may require City to remove its Attachments from such Pole upon sixty (60) days' advance notice. In the event City fails to remove its Attachments from the Pole within such sixty (60) day period, PSE may remove such Attachments at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.

SECTION 6. FEES

- 6.1 City shall pay PSE "Annual Rental Fees" when due, in accordance with and incorporated by reference as Appendix III. PSE may adjust the Annual Rental Fee payable by City under this Agreement at any time and from time to time by notice submitted in accordance with Section 25.1
- 6.2 Payment from City for Annual Rental Fees for each Calendar Year and all other PSE invoices are due within thirty (30) days of receipt of the invoice from PSE.
- 6.3 Annual Rental Fees for Attachments permitted on or after the beginning of the current Calendar Year shall be billed after the Attachment Permits for those attachments are approved by PSE; provided, however, that the foregoing will not relieve City from any liability for Attachments made without PSE approval, including, without limitation, payment of any and all Annual Rental Fees with respect thereto. There shall be no abatement or reduction in such fees for Attachments in place for less than the full Calendar Year, for Attachments permitted but not yet actually made or Attachments that are acquired, assigned, or purchased by City during the Calendar Year from another entity.

6.4 Fees for Transferring Communication Equipment (Appendix IV) may be adjusted by PSE from time to time. PSE shall provide to City at least sixty 60 days prior Written Notice before the effective date of the new fees.

6.5 City may overlash its Equipment onto existing Equipment owned by it and such overlash shall not be considered a separate Attachment for purposes of assessing the PSE Annual Rental Fee. City must submit a new Attachment Application prior to overlashing. Such overlash cable shall be subject to all other terms and conditions of the Pole Attachment Agreement including inspection by PSE prior to City overlashing.

In the event of an emergency or for general maintenance purposes, City may overlash its Equipment without submitting a new Attachment Application prior to overlashing. City must promptly notify PSE pursuant to City overlashing. Such overlash cable shall not exceed four (4) Pole span lengths and shall be subject to all other terms and conditions of the Pole Attachment Agreement including inspection by PSE pursuant to City overlashing.

In addition, PSE may recover its administrative, engineering and inspection costs associated with approving City's overlashing. Under no circumstances shall City overlash its Equipment onto existing Equipment that is not owned by City, nor shall City allow third parties to overlash its existing Equipment. PSE shall assume that the strand owner also owns the overlash cable, unless otherwise notified by City or a third party. Any overlash that does not comply with this Section shall be considered an Unauthorized Attachment.

6.6 City may attach guy wires to PSE anchors with PSE's prior approval according to paragraph 2.9 above using the method described in the PSE Attachment Specifications.

6.7 Unauthorized Attachments shall be addressed as follows:

- a) within sixty (60) days of receipt of notice specifying the Unauthorized Attachment, City shall correct the Unauthorized Attachment in accordance with this Agreement and send Written Notice to PSE of its compliance; or
- b) within thirty (30) days of receipt of notice specifying the Unauthorized Attachment, City shall submit to PSE a mutually agreeable plan to correct the Unauthorized Attachment ("Plan of Correction") and thereafter City complies with the plan, if accepted by PSE or with another plan approved by PSE. City's Plan of Correction shall, at a minimum, set out the completion date, as well as reasons to support that date.
- c) Notwithstanding Section 6.7 (a & b) above, should PSE determine that the Unauthorized Attachment poses an immediate hazard, PSE may require a shorter period of time to correct the Unauthorized Attachment.
- d) If City has failed to meet the timeline specified in Section 6.7 (a or b) by sixty (60) days or more, PSE may
 - (i) Correct the Unauthorized Attachment and City shall be liable for all costs associated with this correction, or
 - (ii) remove City's Attachments and City shall be liable for all costs associated with this removal.

- 6.8** If the rearrangement of PSE's Facilities or the Equipment of any other party licensed by PSE to use the Facilities are required in order for PSE to provide City with access to the Facilities ("Make-ready"), the costs for such additional Facilities and Make-ready, including, but not limited to, special inspections, pre-construction, engineering, make ready, change out, rearrangement work, shall be at the sole expense of the City, and City agrees to pay all invoices when due.
- 6.9** For the purposes of this Agreement, an account is in good standing if all invoices are paid in accordance with Article 6 (Fees).

SECTION 7. DEFAULT AND REMEDIES

- 7.1** PSE expects City to respond to PSE notices, including timely payment of invoices, and to remove abandoned Equipment, identify Equipment, and provide prior Written Notice of any proposed assignment of Equipment or entity. The occurrence of any one or more of the following events constitutes an "Event of Default" by City:
- a) City fails to pay any amount due under this Agreement within ten (10) days after receipt of Written Notice of such failure from PSE.
 - b) City fails to provide prior Written Notice to PSE of intent to assign this Agreement or the Equipment attached to PSE Facilities.
 - c) City assigns this Agreement, in violation of the terms and conditions of this Agreement, without prior written consent from PSE.
 - d) A petition is filed by or against City under the Federal Bankruptcy Code or any similar law or statute of the United States or any state (and with respect to any petition filed against City, such petition is not dismissed within sixty (60) days after the filing thereof) or City is adjudged a bankrupt or insolvent, or receiver, custodian or trustee is appointed for City or for any of the assets of City which appointment is not vacated within thirty (30) days of the date of appointment, or City becomes insolvent, is unable to pay its debts and they become due, or makes a transfer in fraud of creditors.
 - e) City fails to perform or observe any other term or condition of this Agreement and such failure continues for thirty (30) days after Written Notice from PSE; provided, however that if such failure is capable of being cured, but not within such 30-day period, PSE may extend such period as approved in writing by PSE, so long as City commences appropriate curative action and diligently prosecutes such cure to completion.
- 7.2** So long as an Event of Default applicable to this Agreement continues beyond the specified period or, if no period is specified, beyond thirty (30) days, PSE may terminate this Agreement without notice or demand except as expressly required above, revoke all PSE Attachment Permits issued to City, and pursue any other remedy it may have under applicable law. In the event PSE terminates this Agreement pursuant to this Article, City shall disconnect City's Equipment from PSE Facilities within nine (9) months. Should City fail to remove its Equipment within the nine (9) month period, or should City fail to begin such removal promptly after termination and thereafter work diligently and continuously to effect such removal, PSE may remove City's Equipment at City's expense.

SECTION 8. PERFORMANCE OF WORK

- 8.1** The Attachment, maintenance, repair, relocation, replacement, and removal of Equipment and other work performed by City in connection with this Agreement or the Attachment of Equipment to Poles is sometimes collectively referred to herein as the "Work."
- 8.2** City shall furnish all personnel, supervision, labor, transportation, tools, equipment and materials for performance of the Work. City shall expeditiously and efficiently perform the Work in accordance with the provisions of this Agreement. City shall ensure that all personnel who perform its Work shall be fully experienced and properly qualified to perform the same. City shall not hire any employee of PSE to perform any of the Work.
- 8.3** City shall perform the Work in a workmanlike and skillful manner. City shall ensure that the Work and the Equipment is in all respects (a) safe, (b) of first-class quality, (c) free from all faults and defects in workmanship, material and design, and (d) in conformance with such requirements of the current PSE Pole Attachment Specifications (Appendix V) and all laws and the regulations, orders and decrees of all lawfully constituted bodies and tribunals pertaining to Pole line construction, operation and maintenance, including without limitation, the requirements of the latest edition of the National Electrical Safety Code.
- 8.4** City shall promptly and satisfactorily correct or replace any Work or Equipment found to be defective or not in conformity with the requirements of this Agreement (including, but not limited to, the requirements of paragraph 8.3). If City fails or refuses to perform any Work required by this Agreement or to make any such corrections or replacements, PSE may perform such Work and make such corrections and replacements at City's expense.
- 8.5** City shall ensure that all personnel who perform the Work shall be fully experienced and properly qualified to perform the same. City shall, if so requested by PSE, remove from performance of the Work any personnel whom PSE finds to be incompetent, careless or otherwise objectionable.
- 8.6** Whenever City has knowledge of any actual or potential labor dispute involving its employees which may in any way affect, delay or arise in connection with or as a result of the performance of the Work or this Agreement, City shall immediately notify and submit all relevant information to PSE.
- 8.7** City shall, at all times, keep its work areas cleared of rubbish, refuse and other debris and in a neat, clean and safe condition. Upon completion of any portion of any of the Work, City shall promptly remove all rubbish, refuse and other debris and all of its equipment and surplus materials.
- 8.8** City shall give immediate attention to, and shall use its best efforts to promptly, courteously and equitably respond to, adjust and settle (without obligating PSE in any way), all complaints received by City from third parties arising out of or in connection with performance of the Work. City shall promptly notify PSE of all such complaints and any action taken (or to be taken) in connection therewith. In handling any complaints, City shall use its best efforts to maintain and promote good public relations for PSE.

SECTION 9. PROTECTION OF PROPERTY AND PERSONS

- 9.1 City shall take all precautions necessary to prevent bodily injury (including death) to persons and damage to any property or environment arising in connection with performance of the Work or the operation of the Equipment. Without limiting the generality of the foregoing, City shall erect and maintain such barricades, signs, flags, flashers, and other safeguards as are required from time to time by PSE. City shall inspect all goods, materials, tools, equipment, and other items to discover any conditions which involve a risk of bodily injury (including death) to persons, or a risk of damage to any property or environment, and shall be solely responsible for discovery and correction of, and protection against, all such conditions.
- 9.2 All property damaged, altered or removed in connection with City's performance of the Work or the operation of the Equipment shall be promptly repaired, replaced or otherwise restored by City to at least as good quality and condition as existed prior to such damaging, alteration or removal.
- 9.3 City shall ensure that no utility (including all supply, disposal, distribution and communication systems, and all similar or related facilities, equipment and other property) is damaged, altered, removed or interrupted in connection with the performance of the Work or the operation of the Equipment. If City requires the temporary shutoff of any of PSE's electric circuits or other elements of its or a third party's utility system, City shall request PSE's approval thereof at least forty-eight (48) hours in advance of the time it requires the shutoff. City shall perform the Work requiring the shutoff only after such approval has been obtained and on such days and at such hours as PSE may direct.
- 9.4 Prior to performing any of the Work, City shall obtain from PSE all relevant information as to the nature of the electric circuits attached to the Poles to which such Work relates. City shall ensure that such circuits continue in normal operation at all times during performance of the Work. Without limiting paragraph 9.1, City shall take all precautions which are necessary to prevent bodily injury (including death) and property damage resulting from such circuits in the course of performing the Work.

SECTION 10. COOPERATION AND COORDINATION

- 10.1 City acknowledges and anticipates that the Work may be interfered with and delayed from time to time on account of the concurrent performance of work by PSE or others. City shall fully cooperate with PSE and others and coordinate the Work with such other work so as to minimize any delay or hindrance of any work.
- 10.2 If any part of the Work depends upon the results of other work by PSE or others, City shall, prior to commencing such Work, notify PSE in writing of any actual or apparent deficiencies or defects in such other work that renders it unsuitable for performance of the Work. Failure of City to so notify PSE shall constitute an acceptance by City of such other work as suitable for performance of the Work, except as to latent defects which may subsequently be discovered in such other work.

SECTION 11. LIENS

City shall timely pay all (and shall promptly secure the discharge of any liens asserted by any) persons and entities furnishing labor, equipment, materials or other items in connection with the Work. City shall furnish to PSE such releases of claims and other documents as may be requested by PSE from time to time to evidence such payment (and discharge). If any such persons or entities are not timely paid (or if any of such liens are not promptly discharged), PSE may make such payments (and secure such discharge) at City's expense and City shall reimburse PSE for the entire expense thereby incurred.

SECTION 12. COMPLIANCE WITH LAWS

12.1 In the performance of the Work and this Agreement, City shall comply and shall ensure that all contractors of any tier comply with all applicable:

- a) Laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority;
- b) Industry standards and codes; and
- c) PSE Pole Attachment Specification, which is attached and incorporated by reference as Appendix V and may be modified by PSE from time to time.

City shall furnish such documents as may be required to effect or evidence compliance. All laws, regulations, and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference.

12.2 If applicable, City shall comply with Executive Order No. 11246, Executive Order No. 11701, the Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Rehabilitation Act of 1973, and all orders, rules and regulations promulgated thereunder (including, but not limited to 41 C.F.R. Part 60-1, 41 C.F.R. Part 60-250 and 41 C.F.R. Part 60-741), all as the same may have been or may be amended. The "equal opportunity clause" of 41 C.F.R. § 60-1.4(b), the "Affirmative Action Obligations for Disabled Veterans and Veterans of the Vietnam Era" clause of 41 C.F.R. § 60-250.4 and the "Affirmative Action for Handicapped Workers" clause of 41 C.F.R. § 60-741.4 are incorporated herein by this reference. By signing the Agreement, City certifies that segregated facilities (within the meaning of 41 C.F.R. § 60-1.8) are not and will not be maintained or provided for City's employees and that City will not permit its employees to perform Work at any location under City's control where segregated facilities are maintained. City shall obtain a similar certification from any of its subcontractors or suppliers as required by 41 C.F.R. § 60-1.8. This paragraph 12.2 shall apply only if and to the extent required by law or by any agreement now or hereafter entered into between PSE and the United States of America.

SECTION 13. TAXES

City shall pay (except as otherwise required by law) all taxes applicable to or incurred in connection with the Work, the Equipment, or the System of which the Equipment constitutes a part.

SECTION 14. PERMITS AND PROTECTION OF EXISTING RIGHTS

- 14.1 City shall obtain and comply (and shall ensure that all of City's suppliers and subcontractors of any tier comply) with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate the Equipment and the System in accordance with this Agreement. City shall furnish to PSE such evidence thereof as PSE may request. Compliance with this paragraph 14.1 shall be the sole responsibility of City and a continuing condition of the use of the Poles by City.
- 14.2 City shall release and defend, indemnify and hold harmless PSE, its successors and assigns, and the respective directors, officers, employees, and agents of PSE and its successors and assigns (collectively referred to hereafter as the "Indemnitees") from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with any violation (or alleged violation) of any contract, permit, license, franchise, right-of-way, easement or other rights of PSE that is based on or relates to any Attachment. Upon the request of PSE, City shall immediately remove any Attachment that violates, is alleged to violate or, in the judgment of PSE, jeopardizes any contract, permit, license, franchise, right-of-way, easement or other rights of PSE. If City fails to remove the Attachment within fifteen (15) days after PSE makes its request, PSE may remove the Attachment at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.

SECTION 15. EXAMINATION OF RECORDS

City shall promptly furnish PSE with such information related to the Work or the Equipment as may from time to time be requested by PSE. Until the expiration of three (3) years after the termination of the Term, PSE shall have access to examine all of City's books, documents, papers and records which are related to the Work, the Equipment, or this Agreement, provided the City is required to retain such records pursuant to the Public Records Act at RCW 42.56.

SECTION 16. STATUS OF CITY

- 16.1 City represents and warrants that it is, and that at all times during the Term it shall be properly authorized, licensed, organized, equipped and financed to perform the Work and to operate the Equipment and the System.
- 16.2 City shall be and operate as an independent entity (not a contractor, agent or representative of PSE) in the performance of the Work and the operation of the Equipment and City's System. In no event shall City be authorized to enter into any agreements or undertakings for or on behalf of PSE or to act as or be an agent or representative of PSE.

SECTION 17. RELEASE, INDEMNITY, HOLD HARMLESS AND LIMITATION OF LIABILITY

- 17.1 City releases and shall defend, indemnify and hold harmless the Indemnitees from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising (whether before or after termination of the Term) out of or in connection with any Attachment, the performance of the Work, the operation of the Equipment or the System by City, the enforcement of this Agreement by PSE, any

default under or breach of this Agreement by City or the acts or omissions of City or any of its suppliers or subcontractors of any tier, the respective successors and assigns of City or any such suppliers or subcontractors, the directors, officers, employees and agents of each of the foregoing, or anyone acting on City's behalf in connection with this Agreement. To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless shall apply regardless of any act, omission, fault, negligence or strict liability of the Indemnitees; provided, however, that City shall not be required to so indemnify any Indemnitee(s) against any claim, loss, cost, liability, damage or expense to the extent the same is caused by or results from the negligence of any Indemnitee(s). In connection with any action to enforce this Section 17, City waives any immunity, defense, or protection under any workers' compensation, industrial insurance, or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51, of the Revised Code of Washington). PSE is willing to permit Attachments for the fees described in Section 6 only in consideration of and in reliance upon such release, indemnity and hold harmless. Consequently, such release, indemnity, and hold harmless shall be construed broadly in favor of the Indemnitees.

- 17.2** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PSE SHALL NOT HAVE ANY LIABILITY TO CITY FOR ANY: LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR THE SYSTEM, CLAIMS OF CUSTOMERS OF CITY FOR SERVICE INTERRUPTIONS, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, ECONOMIC OR CONSEQUENTIAL DAMAGES, AS A RESULT OF OR RELATED TO THE EQUIPMENT, ANY ATTACHMENT, OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, EVEN IF PSE HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

SECTION 18. WORKER'S COMPENSATION AND INSURANCE

- 18.1 Insurance Required.** At all times during the term of this Agreement, City and all persons performing the Work, City or its suppliers or subcontractors, shall keep in force and effect insurance policies as described below:
- a) **Workers Compensation and Employers' Liability Insurance.** Statutory workers' compensation benefits as required for all employees by Title 51 of the Revised Code of Washington and Employer's Liability Insurance, including Occupational Disease coverage, in the amount of \$1,000,000 for each accident, each employee, and policy limit. City shall require subcontractors to obtain and maintain such insurance.
 - b) **Commercial General Liability Insurance.** Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with Limits of liability not less than \$ 2,000,000 general aggregate, \$ 2,000,000 products/completed operations aggregate, \$ 2,000,000 personal injury, \$ 2,000,000 each occurrence.
 - c) **Automobile Liability Insurance.** Commercial automobile policy covering all owned, hired and non-owned autos and commercial vehicles to be used in the performance of the Work. Limits of liability not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage.

- d) Umbrella/Excess Liability Insurance. Coverage is to be responsible in excess of the sum employers' liability, commercial general liability, and auto liability. Limits of liability not less than \$ 4,000,000 each occurrence/ \$ 4,000,000 aggregate.
- e) Property Insurance. Each party will be responsible for costs associated with maintaining their own property.

- 18.2** City shall ensure compliance with insurance requirements as outlined above such as will protect the Indemnitees from any and all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the Work or this Agreement or the operation of the Equipment or the System, whether such performance or operation is by City or any of its suppliers or subcontractors of any tier.
- 18.3** No policies of insurance required to be obtained by City or its subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with PSE except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage from injuries to PSE's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by City's subcontractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.
- 18.4** Within thirty (30) days after any notice of termination, cancellation, expiration or alteration in any policy of insurance required under this Agreement, City shall deliver to PSE a Certificate of Insurance acceptable to PSE with respect to any replacement policy.
- 18.5** The requirements of this Agreement as to insurance and acceptability to PSE of insurers and insurance to be maintained by City are not intended to and shall not in any manner limit or qualify the liabilities and obligations of or assumed by City under this Agreement.
- 18.6** The Parties acknowledge that the City's participates in a municipal risk pool. City shall provide evidence or confirmation that the coverage provided by such participation provides coverage at least as broad as the requirements outlined in this Section 18.

SECTION 19. RISK OF LOSS

City shall be responsible for and shall bear any and all risk of loss, deterioration, theft, vandalism or destruction of or damage to the System and anything used (or to be used or consumed) in connection with the Work.

SECTION 20. REIMBURSEMENT AND PAYMENT

PSE shall invoice City for all amounts payable by City to PSE under this Agreement (including, without limitation, the payments described in Section 6 and all reimbursable costs and expenses described elsewhere in this Agreement) as they become due. City shall pay each such invoice in full within thirty (30) days after City's receipt thereof.

SECTION 21. ATTORNEY'S FEES

The prevailing Party in any suit, action, or arbitration filed or held concerning this Agreement shall be entitled to recover, in addition to all other relief, its reasonable attorney's fees incurred in connection therewith, both at trial and on any appeal.

SECTION 22. LATE CHARGES AND INTEREST

- 22.1** City acknowledges that late payment of any fee or other amounts due to PSE under this Agreement will cause PSE to incur certain administrative, processing accounting costs not otherwise contemplated by this Agreement, the exact amount of which will be extremely difficult, if not impossible, to ascertain. Accordingly, if any fee or other amounts shall not be received by PSE within thirty (30) days after such amounts shall first become due, City shall pay to PSE a late charge, as liquidated damages and not as a penalty, equal to two percent (2%) of such overdue amounts as a reasonable estimate of the administrative, processing and accounting costs PSE will incur by reason of late payment by City. Such late charge is intended to be in lieu of City's liability for such costs, but shall not relieve or release City from liability for any other costs or damages suffered by PSE by reason of late payment. Payment of such late charge shall in no event excuse or cure any default under or breach of this Agreement by City.
- 22.2** In addition to any late charge under paragraph 22.1, City shall pay to PSE interest, compounded daily, at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, on any fees or other amounts not paid to PSE when due under this Agreement, from the date due until the date paid. Payment of such interest shall not excuse or cure any breach of or default under this Agreement by City.

SECTION 23. NONWAIVER

The failure of PSE to insist upon or enforce strict performance by City of any of the provisions of this Agreement, or to exercise any rights under this Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

SECTION 24. ASSIGNMENT; SUCCESSORS AND ASSIGNS

City shall not assign, apportion, delegate or sublease any of its rights or obligations under this Agreement or assign this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of PSE, which consent shall not be unreasonably withheld. Any apportionment, delegation, sublease or assignment or purported apportionment, delegation, sublease or assignment without the prior written consent of PSE shall be voidable by PSE. In any event, no sublease or assignment of this Agreement shall relieve City from any of its liabilities or obligations under this Agreement. Subject to the foregoing restrictions on assignments without the prior written consent of PSE, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the successors and assigns of the respective Parties hereto.

SECTION 25. NOTICES AND OTHER COMMUNICATIONS

25.1 Written Notice. As referenced elsewhere in this Agreement, PSE and City shall provide notice, approval, consent, instruction, direction or other communication to each other in writing ("Written Notice"). The following notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed given if personally delivered, sent via overnight delivery, or within five days of being deposited in the US Mail with appropriate postage:

- a) Notice of adjustment of the Annual Rental Fee (Appendix III).
- b) Notice of code violation: City's Equipment fails to comply with the requirements of NESC.
- c) Notice of permit violation: City's Equipment fails to comply with the requirements of Appendix V.
- d) Notice of termination of Agreement by either Party.
- e) Notice of failure to respond to an invoice.
- f) Notice in lieu of payment of an invoice.
- g) Notice of consent of assignment of Agreement to a third party.
- h) Notice of rearrangement of City's Equipment by PSE.
- i) Notice of City failure to perform or observe any other term or condition of this Agreement.

Written Notice shall be made to the following addresses and either Party may from time to time change such address by giving the other Party notice of such change in accordance with the provisions of this section:

If to:

Puget Sound Energy, Inc.: 3380 146th PL SE #310, Bellevue, WA 98007 / Pole Services

City of Anacortes: 904 6th Street, PO Box 547, Anacortes, WA 98221 / Municipal Fiber Manager

25.2 Electronic Notice. As referenced in this Agreement, PSE and City may provide notice to each other electronically ("Electronic Notice"). The following notices, requests, demands and other communications hereunder shall be in electronic format, via the Internet or NJUNS (National Joint Use Notification System); or other mutually agreed to Joint-Use Notification System:

- a) Attachment Applications
- b) Notice of denial or approval of Attachment Applications
- c) Notice of pole transfers or other work on PSE Facilities
- d) Other notifications and communications as approved by PSE
- e) Termination of Attachment Notice

SECTION 26. VOLUNTARY EARLY TERMINATION

Either Party shall have the right to terminate this Agreement or any Attachment/s made pursuant hereto, for any reason and at any time, upon providing the non-terminating Party with one hundred and eighty (180) calendar days prior Written Notice. Where City or PSE exercises such right, City will remove the impacted Attachments and Equipment from PSE's Facilities at City's expense, within six (6) months from the date of Termination as specified in the Notice of Termination. City will return the poles utilized by City to their original condition, with the exception of normal wear and tear.

SECTION 27. SURVIVAL

The obligations imposed on City under Sections 6, 11, 15, 17, 20, 21, 22, 23, 24, 25, 28, 29, and 30, and paragraph 7.2, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, shall survive the completion, termination or cancellation of this Agreement.

SECTION 28. REGULATORY APPROVALS

This Agreement and any transfers of property pursuant to this Agreement are subject to the authority of regulatory agencies having jurisdiction over the Parties, or either of them, with respect thereto. Each Party shall promptly submit this Agreement to the regulatory agencies having such jurisdiction over such Party and shall take such additional action as may reasonably be required to promptly obtain any required approvals or other action by such agencies.

SECTION 29. MISCELLANEOUS

- 29.1 The rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement. This Agreement sets forth the entire agreement of the Parties, and supersedes any and all prior agreements, with respect to Attachments.
- 29.2 This Agreement may not be modified except by a writing executed contemporaneously herewith or subsequent hereto signed by both Parties.
- 29.3 Each Party shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement.
- 29.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 29.5 The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

SECTION 30. APPLICABLE LAW

This Agreement shall in all respects be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

**City /Accepted and Agreed:
City of Anacortes**

**PSE /Accepted and Agreed:
Puget Sound Energy, Inc.**

By DocuSigned by:
Laurie Gire
9C8EE8989EBA4F7...

By DocuSigned by:
Rachel King
09D1500FDC76473...

Title: Mayor

Title: Supervisor, Account Management

Date: 10/14/2019

Date: 10/16/2019

Address:

904 6th Street (PO Box 547)
Anacortes, WA 98221
Attn: Municipal Fiber Manager

Address:

3380 146th PL SE #310
Bellevue, WA 98007
Attn: Pole Services

APPENDICES

- I** Certificate of Insurance, referenced in § 18 of the Agreement
- II** Pole Attachment Application, referenced at § 2.3 of the Agreement
- III** Annual Rental Fee, referenced at § 6.1 of the Agreement
- IV** Fees for Transferring Communication Equipment, referenced at § 5.4 of the Agreement
- V** PSE Pole Attachment Specifications

Appendix I

INSURANCE REQUIREMENTS

**Attach Certificate of Insurance of
Puget Sound Energy, Inc. Mandatory Requirements**

Appendix II**APPLICATION FOR ATTACHMENT**Application or
Job Number

Date

TO: Puget Sound Energy**Licensee:****Name:****Address:****Email/Phone #:**

Please grant permission to occupy your poles in accordance with the conditions set forth in Pole Attachment Agreement, dated _____

- ☐ Application for rental on _____ distribution poles
- ☐ Application for rental on _____ transmission poles

DESCRIPTION OF WORK:

Overlashing

New Cable

- | | |
|--------------------------|---|
| ☐ | PSE Universal maps attached with requested poles highlighted. |
| ☐ | Licensee's work sketch showing PSE grid numbers is attached. |
| ☐ | Appendix A Attached |
| ☐ | Fiber Specs Attached |
| ☐ | Photos Attached (Optional up to 10 poles) |

POWER _____ Will be installed. Pole list is attached and power
SUPPLIES _____ supply specifications are included.

Failure to supply requested information may delay acceptance of the application.

- ☐ Application or notification accepted.
- ☐ Billing of new contacts to be effective _____

LICENSOR PUGET SOUND ENERGY**BY**

PSE Joint Use Coordinator

Date

Appendix III

ANNUAL RENTAL FEE Computation of Annual Rate for Poles Owned by PSE

A.	Net Cost of Bare Pole Calculation	PV
	1. Gross Distribution Plant	
	2. Gross Pole Investment (Acct. 364)	
	3. Distribution Plant Accumulated Depreciation	
	4. Depreciation Reserve (Poles)	
	5. Gross Plant Investment (Electric)	
	6. Accumulated Deferred Taxes (Electric) (190, 281-3)	
	7. Accumulated Deferred Taxes (Accts. 190, 281-3) (Poles)	
	8. Net Pole Investment	
	9. Appurtenances Factor	0.85
	10. Net Pole Investment Allocable to Attachments	
	11. Total Number of Poles	
	Net Cost of a Bare Pole	
B.	Carrying Charge Calculation	CC
	1. Total General and Administrative	
	2. Gross Plant Investment (Electric)	
	3. Depreciation Reserve (Electric)	
	4. Accumulated Deferred Taxes (Electric) (190, 281-3)	
	Administrative Carrying Charge	
	5. Account 593 (Maintenance of Overhead Lines)	
	6. Investment in Accts. 364, 365 & 369	
	7. Depreciation (Poles) related to Accts. 364, 365 & 369	
	8. Accumulate Deferred Income Taxes for 364, 365 & 369	
	Maintenance Carrying Charge	
	9. Gross Pole Investment (Acct. 364)	
	10. Net Pole Investment	
	11. Depreciation Rate for Gross Pole Investment	
	Depreciation Carrying Charge	
	12. Taxes (Accts. 408.1 + 409.1 + 410.1 + 411.4 - 411.1)	
	13. Gross Plant Investment (Total Plant)	
	14. Depreciation Reserve (Total Plant)	
	15. Accumulated Deferred Taxes (Total Plant) (190, 281-3)	
	Taxes Carrying Charge	
	16. Rate of Return	
	Return Carrying Charge	
	Total Carrying Charge	
C.	Space Factor Calculation	PR
	1. Occupied Space	1
	2. Usable Space	13.5
	3. Space Factor	
D.	Annual Pole Attachment Rental Rate Calculation	
	1. Net Cost of a Bare Pole	(PV)
	2. Total Carrying Charges	(CC)
	3. Space Factor	(PR)
	Pole Attachment Rental Rate	(PR*CC*PR)

Appendix IV

FEES FOR TRANSFERRING COMMUNICATIONS EQUIPMENT

FIRST TRIP COSTS – Fees for performing transfer work while PSE is in the process of doing its own work.

Crossarms, all types	\$ 145.00
Anchor strand or overhead guy	145.00
Sidewalk anchor guy and pipe	155.00
Drop wire (no splicing)	145.00
Service Conduit	195.00
Messenger and cable bolted to pole or cable arm (no splicing)	150.00
Messenger dead-end	165.00
Cable riser (including pipe and molding – no splicing)	195.00
Cable terminal (no splicing)	155.00

RETURN TRIP COSTS - Cost of performing transfer work when PSE must return to the job site.
The following amounts include travel time.

Crossarms, all types	\$ 235.00
Anchor strand or overhead guy	235.00
Sidewalk anchor guy and pipe	265.00
Drop wire (no splicing)	250.00
Service Conduit	385.00
Messenger and cable bolted to pole or cable arm (no splicing)	235.00
Messenger dead-end	295.00
Cable riser (including pipe and molding – no splicing)	385.00
Cable terminal (no splicing)	265.00

TOPPING FEE \$125.00

Appendix V

POLE ATTACHMENT SPECIFICATIONS

Attached

Conductor-to-Ground Clearances

0700.3001

Scope

This standard describes the requirements for vertical clearance of overhead conductors above ground, roadways, rail, and water.

Design Practice

Clearances for conductors that PSE owns and/or operates shall meet the requirements of WAC 468-34-290 and NESC 232.

Clearances shall be calculated with the conductor temperature and loading conditions that produce the maximum final sag.

See Standard 6450.3000 for information on conductor design temperature and design tensions.

See Standard 6550.6200 for information on how to measure conductor sag.

Joint Use Construction

In joint use construction, the lowest communication conductor shall be considered. Its required clearance, plus the required spacing between the communication and power conductors may force the power conductors to have more than the minimum amount of clearance.

New Construction

If the terrain will be altered under the power line that effect the grade (such as filling, repaving a street, installing sidewalks, or adding landscaping) the clearances required by this standard shall be increased so when the terrain is at final grade, the minimum clearances are met.

Clearance Requirements

Table 1 lists the requirements for most situations that will be encountered. In rare cases, the NESC may allow reduced clearances. If the conductor is at an elevation above 3000 feet and it operates at 115 kV or more, additional clearance is required.

Conductor-to-Ground Clearances**0700.3001****Table 1**

Clearance requirements (all measurements are in feet)

	CONDUCTORS							
	Communications and common neutral	Insulated service or secondary	Uninsulated service or secondary	Primary 4.0 kV thru 34.5 kV	55	66	115	230
	GUYS							
	Guys for structures carrying 0 thru 300 V		Guys for structures carrying 301 thru 750 V	Guys for systems carrying 751 V thru 34.5 kV				
Interstate highways, state highways, and bridges on those highways (crossing).	24.0 *	24.0	24.0	4 and 15 kV = 30 34.5 kV = 32	34.0	34.0	34.0	34.0
Interstate highways, state highways, and bridges on those highways (longitudinal).	20.0	24.0	24.0	4 and 15 kV = 27 34.5 kV = 32	32.0	32.0	32.0	32.0
Municipal roads, streets, parking lots, alleys, private driveways, horse trails and areas subject to truck traffic (including farmland, orchards, pastures, and forests).	15.5	16.0	16.5	18.5	18.9	19.1	20.1	22.4
Railroad tracks (except electrified railroads using overhead trolley conductors). †	23.5	24.0	24.5	26.5	26.9	27.1	28.1	30.4
Pedestrian ways where vehicles are prohibited by regulation or permanent obstructions and not reasonably expected to be used by vehicles.	9.5	12.0	12.5	14.5	14.9	15.1	16.1	18.4
Water areas not suitable for sailboating or where sailboating is prohibited.	14.0	14.5	15.0	17.0	17.4	17.6	18.6	20.9

* This value is 20' for communications cables on joint use structures.

† The railroad company may require greater clearance than shown here.

Continued on next page

Conductor-to-Ground Clearances**0700.3001**

	CONDUCTORS							
	Communications and common neutral	Insulated service or secondary	Uninsulated service or secondary	Primary 4.0 kV thru 34.5 kV	55	66	115	230
	GUYS							
	Guys for structures carrying 0 thru 300 V		Guys for structures carrying 301 thru 750 V	Guys for systems carrying 751 V thru 34.5 kV				
Water suitable for sailboating (including lakes, ponds, reservoirs, tidal waters, rivers, streams, and canals), that are less than 20 acres.	17.5	18.0	18.5	20.5	20.9	21.1	22.1	24.4
Water suitable for sailboating, but greater than 20 acres, but less than 200 acres.	25.5	26.0	26.5	28.5	28.9	29.1	30.1	32.4
Water suitable for sailboating, but greater than 200 acres, but less than 2000 acres.	31.5	32.0	32.5	34.5	34.9	35.1	36.1	38.4
Water suitable for sailboating, and greater than 2000 acres.	37.5	38.0	38.5	40.5	40.9	41.1	42.1	44.4
Boat ramps and rigging areas.	The clearance shall be 5 ft greater than that required for the water area being served by the boat ramp or rigging area.							

These values are from NESC Table 232-1, except for the state highway clearance that is from
WAC 468-34-290.

References

The following Puget Sound Energy documents apply to this standard:

6450.3000 Overhead Distribution Line Design
6550.6200 Conductor Sag Measurement

Sources

IEEE C2-2012
NESC

Rule 232 Vertical clearances of wires, conductors, cables, and equipment above
ground, roadway, rail, or water surfaces

WAC

468-34-290 Vertical clearance

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Scope

This standard establishes the attachment, grounding, structural, and clearance requirements for communications cables and equipment attached to Puget Sound Energy-owned poles.

This standard does not address RF antenna equipment (see Standard 0700.8500).

In This Standard

This standard contains the following topics.

Topic	See Page
Definitions	1
Transmission Pole Loading	3
Cables	4
Guys and Anchors	4
Pole Drilling	6
Unused Facilities	6
Equipment Mounting	6
Risers	7
Underground Service Drops	9
Grounding Requirements	9
Clearance Requirements	10
Streetlight Clearances	15

Definitions

These are definitions of terms used in this standard. *Figure 1* illustrates these terms.

Term	Definition
Communication Worker Safety Zone	See Safety Space.
Communications Space	The space on a pole below the Communication Worker Safety Zone where communications lines are installed. The lower bound of the Communications Space is the lowest point on the pole where communications lines may be installed and maintain adequate pole-to-pole ground clearance.
Covered Streetlight Wire	Insulated streetlight conductor covered with protective molding.
Field Face Quadrant	The quarter section of a pole on the field side of the pole gain.

Continued on next page

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Definitions, *continued*

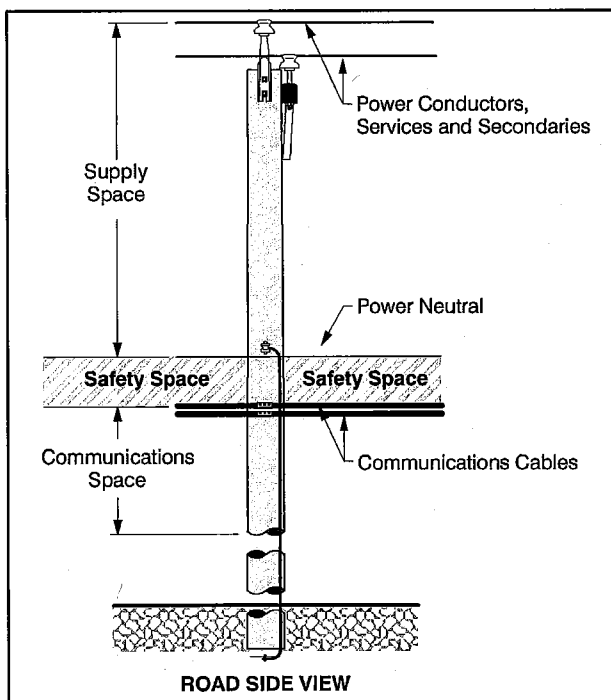
Term	Definition
Joint Utility	For the purposes of this standard, any entity (utility, public agency, communications company, or other) other than Puget Sound Energy that attaches to any Puget Sound Energy-owned facility.
Pole Face	The side or half of the pole that contains the pole gain.
Pole Gain	The notch in the pole that contains the pole manufacturing information. The pole gain is located 12 feet from the butt of the pole.
Road Face Quadrant	The quarter section of a pole on the road side of the pole gain.
Safety Space (or Communication Worker Safety Zone)	The vertical space on a pole below the supply space and above the communications space. This space is intended to provide a safe working clearance for workers in the communications space. It is defined in the NESC, Section 235C4. NOTE: The term “safety space” is used in this standard for purposes of clarity.
Supply Space	The space above the Communication Worker Safety Zone. Except for some streetlights, this is where electric supply equipment and electric supply lines (power lines) are installed. The Supply Space extends to the lower of: ▪ 120 inches down from a 115 or 230 kV transmission line conductor. ▪ 96 inches down from a 19.9/34.5 kV primary line conductor. ▪ 84 inches down from a 2.4/4.0 kV and 7.2/12.47 kV primary line conductor. ▪ The lowest attachment point of a secondary or neutral conductor.

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Figure 1

Space Allocation on a Pole



Approval Required

Joint utilities must receive written approval from Puget Sound Energy before attaching to Puget Sound Energy-owned poles. This includes overlashing cable to existing bundles on a strand. Joint utilities must also have a signed Joint Use Agreement with PSE. Joint Users must also refer to their Joint Use Agreement for any additional specific requirements.

Codes

All equipment and hardware shall be mounted on the pole in a way that provides adequate climbing and working space. In all cases, clearances and separations as required in the NESC shall be met, both at the pole and midspan.

All poles where attachments are made shall have sufficient structural capacity to support the loadings for all facilities attached. Poles should be reviewed for NESC strength compliance where new or modified facilities are proposed that would increase loading on the pole.

Transmission Pole Loading

PSE will structurally review all proposed attachments to PSE transmission poles. Attachment to transmission poles without distribution underbuild may not be approved.

Attachment and Clearance Requirements for Overhead Joint Utility Construction

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Cables

Joint utilities' cables shall:

- Attach to the same side of the pole as the power neutral conductor.
- Be installed on the road side of the pole if the power neutral conductor is on a primary crossarm.
- Be tensioned or guyed so the angle of existing structures is not altered and the sag characteristics of the power conductors do not change. All unbalanced tensions must be guyed.
- Meet all applicable NESC clearances at the time of installation or alteration.

When present, PSE-owned fiber shall take the uppermost position on the pole.

Guys and Anchors

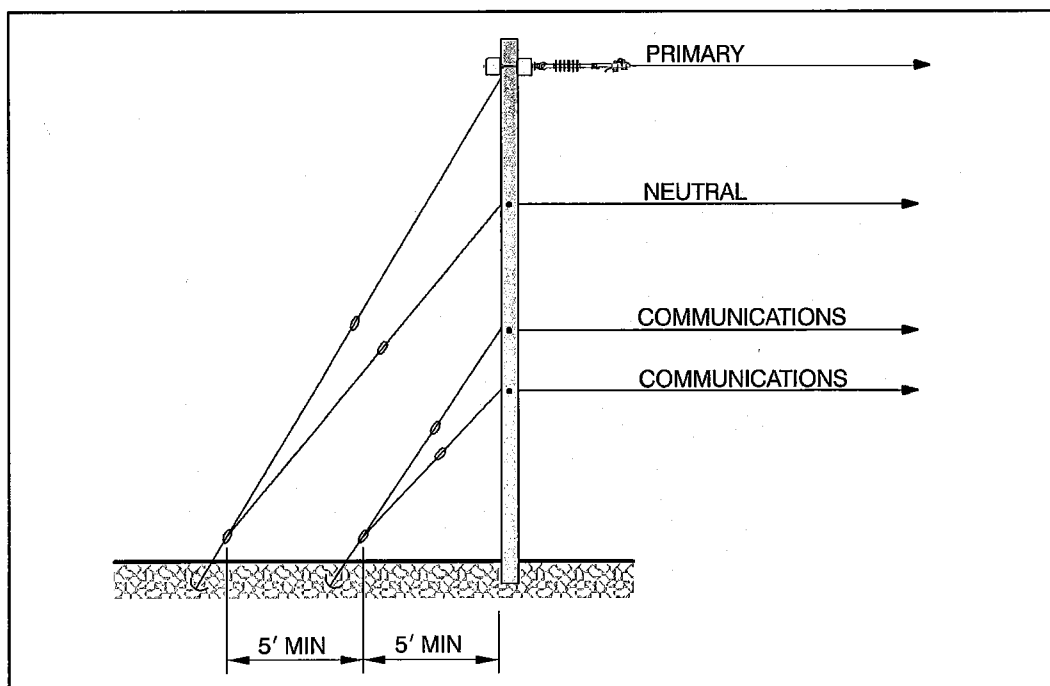
The following requirements apply to joint utilities' guys and anchors:

- Each company is responsible for installing the appropriate guying to balance the maximum horizontal tension of its cables/messengers. This includes at deadends, angles, taps, and other such locations. Service drops do not require guying unless deemed prudent by the attaching company.
 - Guys shall be installed with anchors provided and installed by the communications company. Existing PSE anchors may be used only with permission from PSE on a per location basis. Such requests may only be granted if:
 - The communication guy attachment is insulated or grounded.
 - The anchor has sufficient strength. PSE anchors have either 2 or 3 integral "eye" positions depending on the anchor type and this number of attachments shall not be exceeded. *Installing auxiliary eyes is also not permitted (see Figure 2).*
 - New anchors must be a minimum of 5 feet from existing PSE anchors and the pole (see Figure 3).
 - Crossing down guys or fastening two span guys together for ground clearance is not permitted.
 - Pole-to-pole span guying may not utilize a pole as an anchoring device unless a down guy meeting the requirements of this section is installed.
 - Guy markers shall be installed on all communication down guys.
 - Guys must be grounded or insulated.
-

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000
Figure 2

This type of installation is not permitted! PSE anchors have either 2 or 3 integral “eye” positions depending on the anchor type and this number of attachments may not be exceeded.


Figure 3
Anchor Placement


Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Pole Drilling

Existing holes shall be used for equipment mounting whenever possible.

When new holes must be drilled in wood poles, they shall be treated with PSE's current approved wood preservative. Treatment shall be applied using a pressure-type oil can or a bottle brush. All communication attachments on PSE steel poles must be banded to the pole unless factory predrilled holes are available. Field drilling is not allowed on steel poles unless approved by PSE on a per case basis.

Refer to PSE Standard 6450.7500 for field treatment requirements for wood poles.

Unused Facilities

Unused communication facilities that are not required for normal service, redundancy, or emergency use shall be removed.

Equipment Mounting

Joint utility-owned communications enclosures mounted more than 8 feet abovegrade on PSE-owned poles shall be no larger than 24 inches wide x 24 inches high x 18 inches deep (24" W x 24" H x 18" D). The joint utility shall provide and install all materials necessary to support a communications enclosure a minimum of **5 inches** from the face of the pole. If the enclosure is to be energized, then the joint utility shall also provide enough supply wire coiled at the weatherhead to reach the transformer secondary connections.

Communications enclosures shall be mounted directly above the pole gain. If this is not possible, they shall be mounted on the road face quadrant of the pole.

NOTE: A city or state electrical inspection is required before PSE connects communications power supply wires to power conductors.

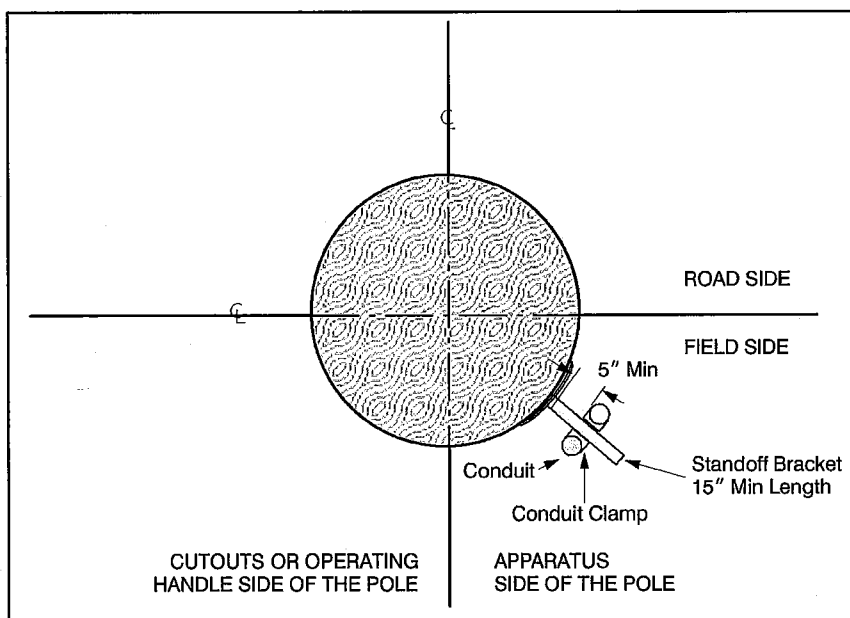
Figure 4 illustrates the attachment requirements for risers and enclosures.

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Figure 4

Attachment Requirements for Risers and Enclosures



Risers

Communications risers shall be mounted:

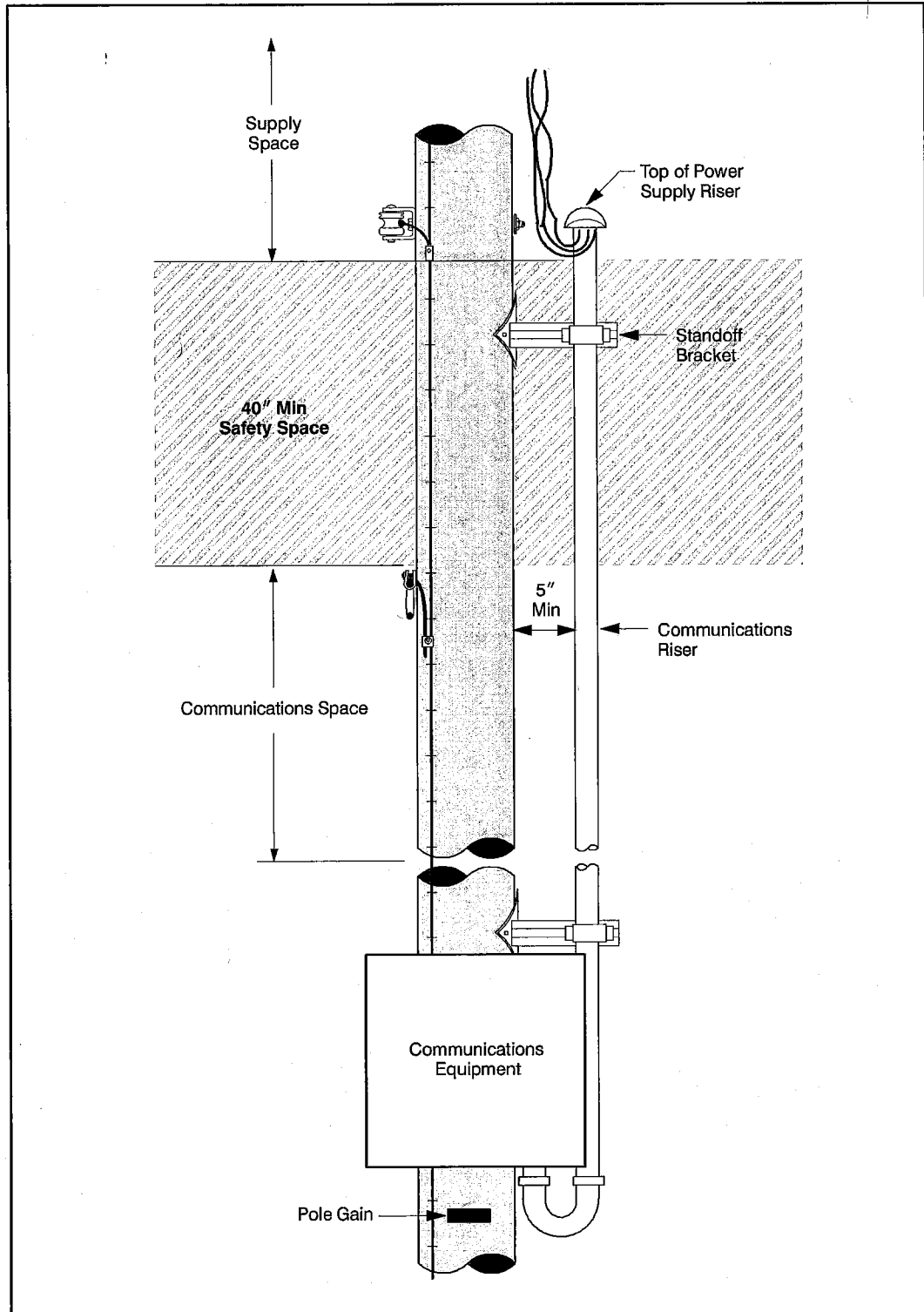
- Where they will not interfere with climbing space or the operation of pole-mounted equipment. The best position is on the field face side of the pole (see *Figure 4*); the exact location will depend on the position of obstructions and the direction of the cable or conduit run.
- On standoff brackets and provide a minimum **5-inch** clearance from the pole. Existing standoff brackets shall be used when available. If new brackets are needed, the communications company shall provide and install them.
- High enough on the pole to ensure the 40-inch safety space requirement is maintained between the bottom of the drip loop and the top of the communications space (see *Figure 5*). The bottom of the drip loop shall be no lower than the lowest piece of pole hardware in the supply space.

Attachment and Clearance Requirements for Overhead Joint Utility Construction

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Risers, *Continued*

Figure 5 Attachment Requirements for Communications Risers



Attachment and Clearance Requirements for Overhead Joint Utility Construction

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Underground Service Drops

Communications drops less than 1/2-inch in diameter may be attached directly to a pole under the following circumstances:

- They shall be securely attached, in accordance with NESC 239D, from the ground to the communications level, using staples or other means to ensure that the cables cannot be pulled away from the pole and become a tripping or snagging hazard to the public or anyone climbing the pole.
- To minimize climbing hazards, they shall only run vertically; they shall not wrap around the pole.
- All vertical runs shall be installed on the same quadrant of the pole. If there are existing conduit risers on the pole, the vertical runs shall be placed within the same quadrant as the existing riser(s).
- Any coils of spare cable will be attached to the pole no less than 8 feet abovegrade.
- Connection blocks will be mounted on the pole in the same quadrant as the drop and shall be no larger than 20 square inches.

Grounding Requirements

Metallic Messenger Bonding

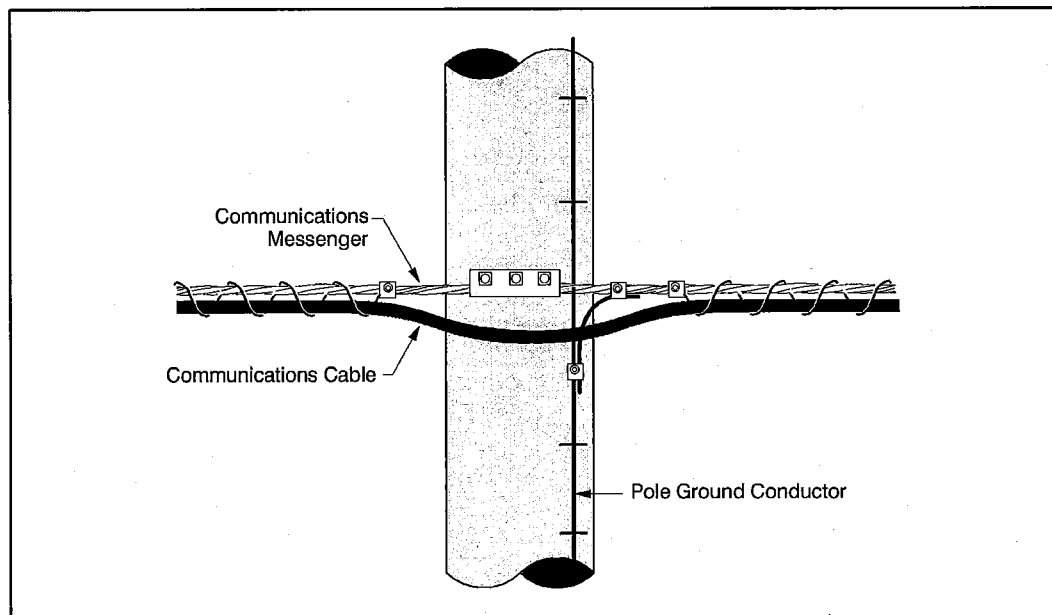
Communications metallic or conductive messengers may be bonded to the pole ground conductor, in accordance with NESC 97G, by the attaching company.

NOTE: Nonmetallic/nonconductive self-supporting messengers (i.e., Kevlar-type) do not require bonding.

Figure 6 illustrates how to construct the grounding.

Figure 6

Grounding Communications Messengers at Supports



Attachment and Clearance Requirements for Overhead Joint Utility Construction

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Clearance Requirements

Transmission Clearances

PSE does not allow attachments to transmission poles above 100 kV unless the pole has distribution underbuild. For applications to transmission poles with existing distribution underbuild, PSE personnel will determine whether the attachment will be allowed and, if so, provide clearance requirements.

Distribution Clearances (up to and including 34.5 kV)

It is the responsibility of the joint utility to determine which clearance listed below applies, based upon the type of supply equipment or construction on the pole.

NOTE: All clearances are measured vertically.

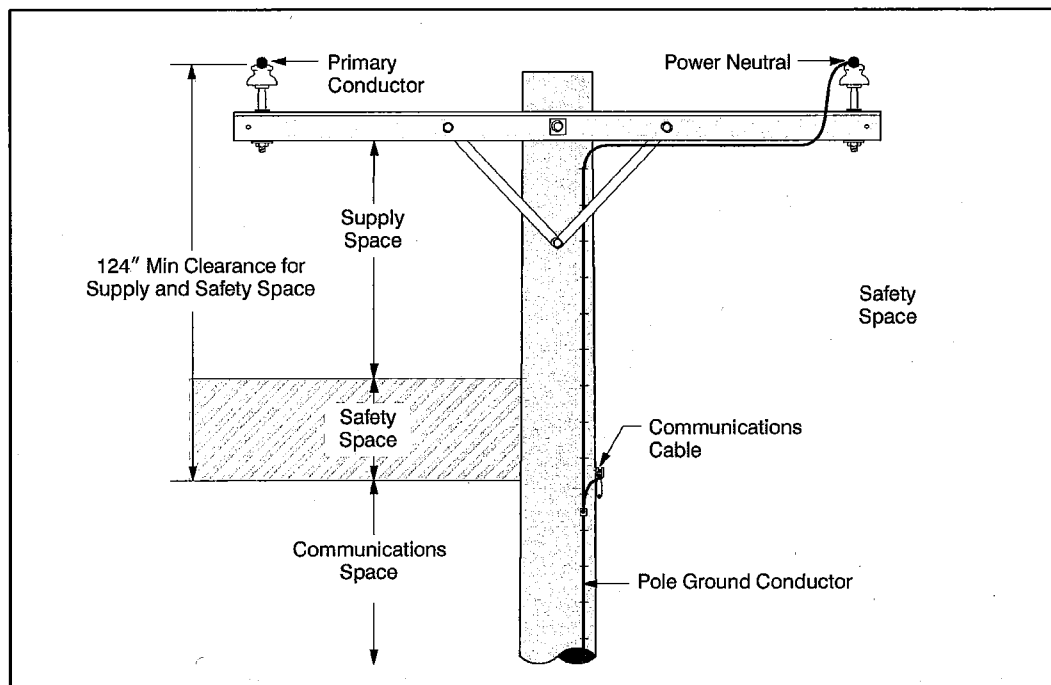
Clearance at Supports

The minimum clearance at supports between power company equipment and the top of the communications space depends upon the type of construction and equipment on the pole.

If ...	And ...	Then ...
All primary conductors are mounted on a crossarm at the same level (either single or double arm construction),	There is no additional power equipment mounted below the primary arm,	124-inch (10'-4") minimum clearance is required (<i>Figure 7</i> illustrates this clearance). NOTE: This clearance is measured from the tie wire or conductor clamp on the insulator to the top of the communications space. This distance encompasses the supply and safety space and provides room for future installation of supply equipment and/or service conductor.

Figure 7

Clearance Between Power Conductors and Communications Space



Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Supply Equipment

If any of the following supply equipment is mounted on the pole, a minimum clearance of 40 or 30 inches is required, depending upon whether the supply equipment is ungrounded or grounded.

This clearance is measured from the **bottom of the lowest piece** of supply equipment to the top of the communications space.

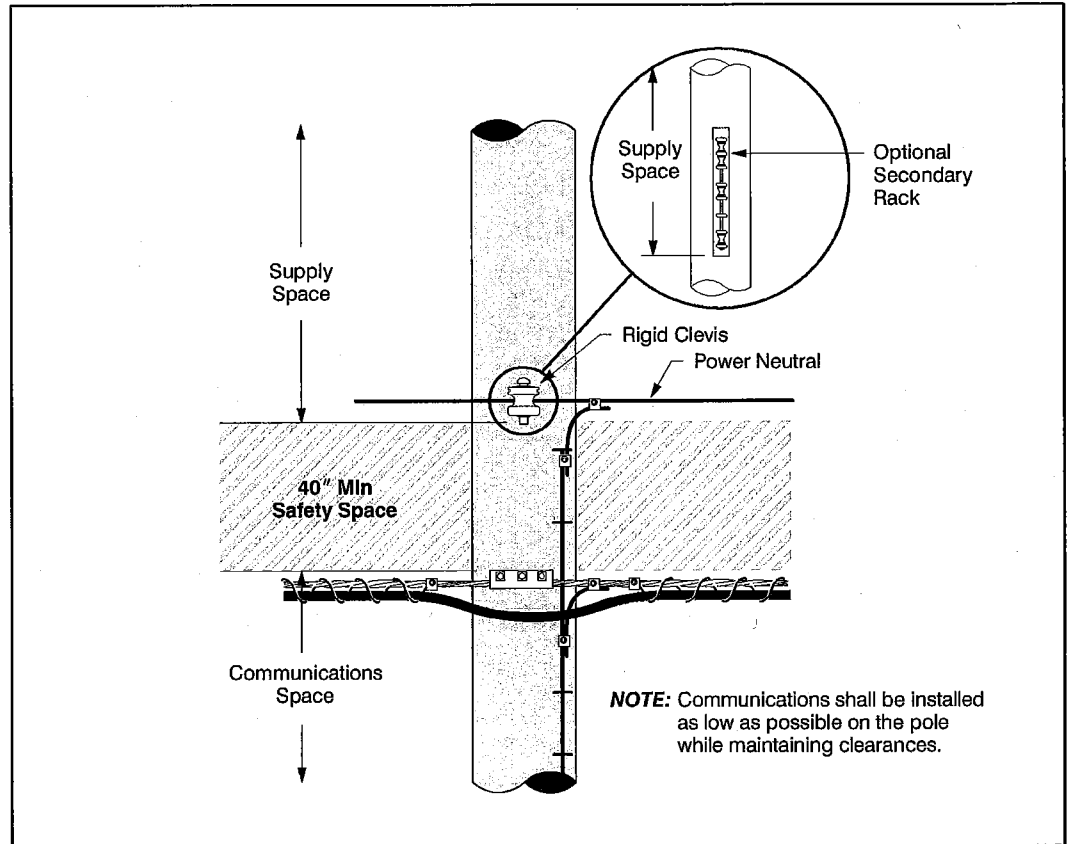
Ungrounded Equipment

Ungrounded equipment has a 40-inch clearance.

Equipment	See Illustration
Rigid clevis	Figure 8
Secondary rack	Figure 8
Exposed supply wire This does not apply to streetlight supply wire drip loops.	Figure 9 and Figure 10
Secondary crossarm brace	None

Figure 8

Clearance Between Ungrounded Supply Equipment and Communications Space



Attachment and Clearance Requirements for Overhead Joint Utility Construction

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Clearance Requirements, *continued*

Figure 9

Clearance Between Supply Conductor Drip Loop and Communications Space

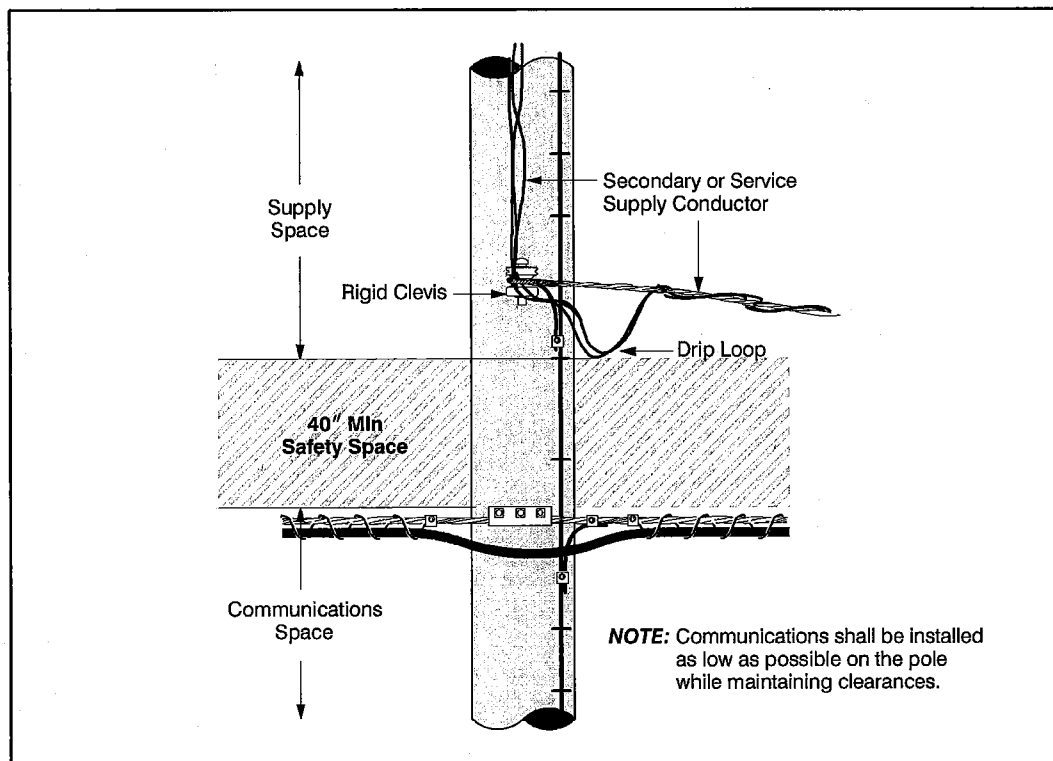
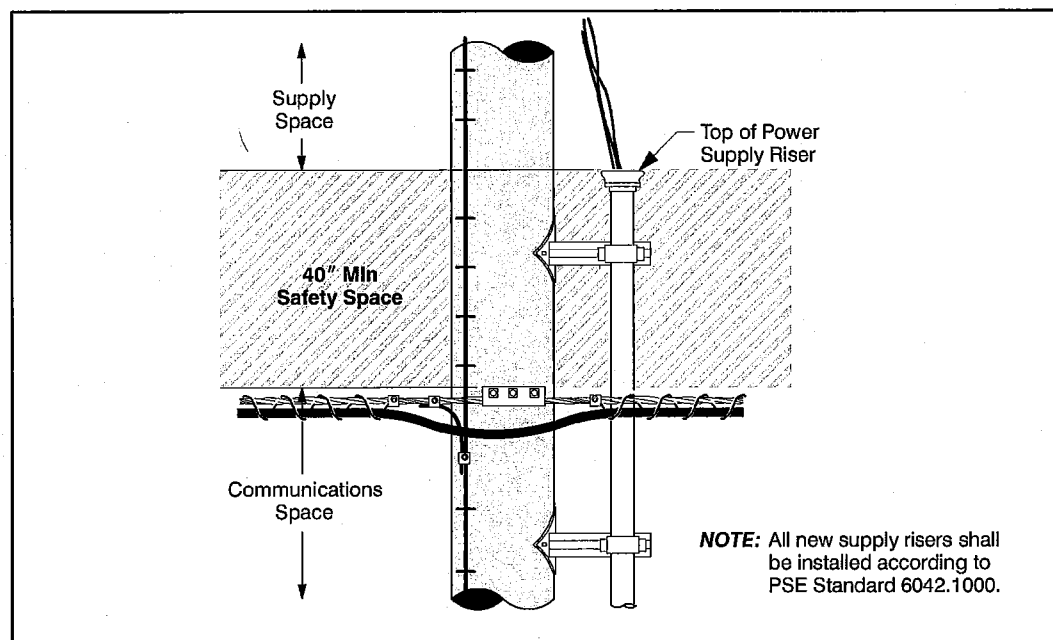


Figure 10

Clearance Between Top of Power Riser and Communications Space



Attachment and Clearance Requirements for Overhead Joint Utility Construction

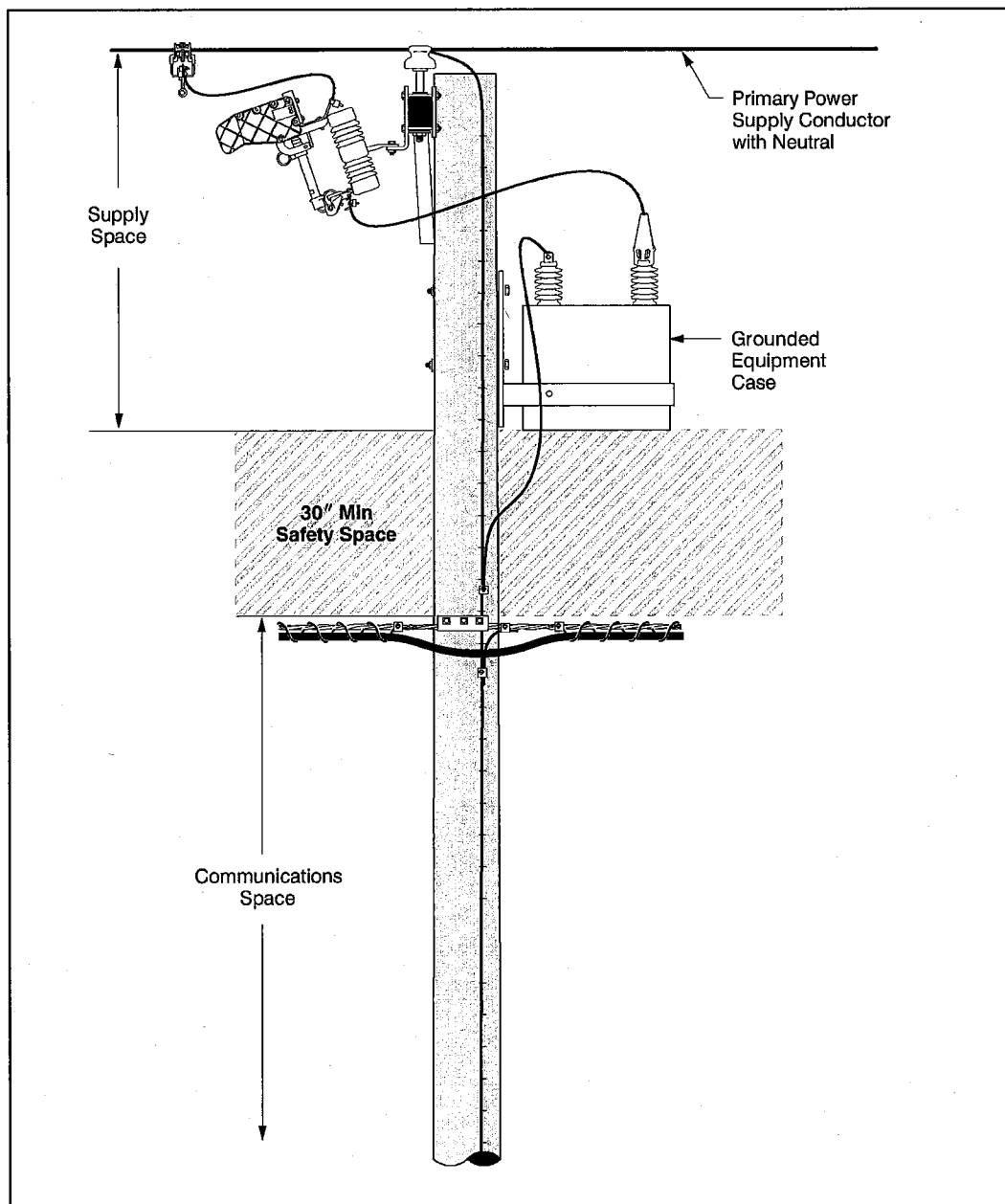
0700.8000

Grounded Equipment

Grounded equipment has a 30-inch clearance. *Figure 11* illustrates a typical (in this case a capacitor bank) equipment installations.

Figure 11

Clearance Between Grounded Supply Equipment and Communications Space



Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Clearance Requirements, *continued*

Midspan Clearance The minimum vertical clearance at any point in the span between power conductors and communications cables is **63, 40, or 30 inches**, depending upon the power line voltage. There are no horizontal clearance dimensions that can alleviate vertical clearance requirements between power conductors and communications cables jointly attached to PSE poles.

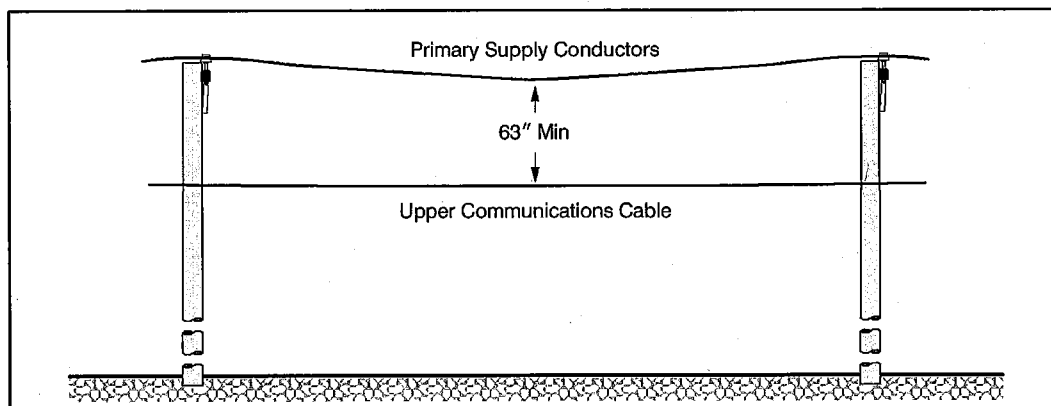
These midspan clearances must be met with the upper conductor (PSE) and the lower conductor (communications) at their final unloaded sag in the same ambient conditions and with the power conductor at its maximum design operating temperature (75°C for phase, 50°C for neutral, and 75°C for secondary).

NOTE: Meeting the midspan clearance requirements may require increasing the clearance distance at the supports (poles) beyond the minimum values.

Equipment	Voltage	Clearance
Primary supply conductors <i>Figure 12</i>	750 V to 34.5 kV	A 63-inch clearance is required.
Power neutral or triplex <i>Figure 13</i>	0-750 V	A 30-inch clearance is required
Open wire secondary	0-750 V	A 40-inch clearance is required

Figure 12

Midspan Clearance Between Primary Supply Conductors and Communications Cables

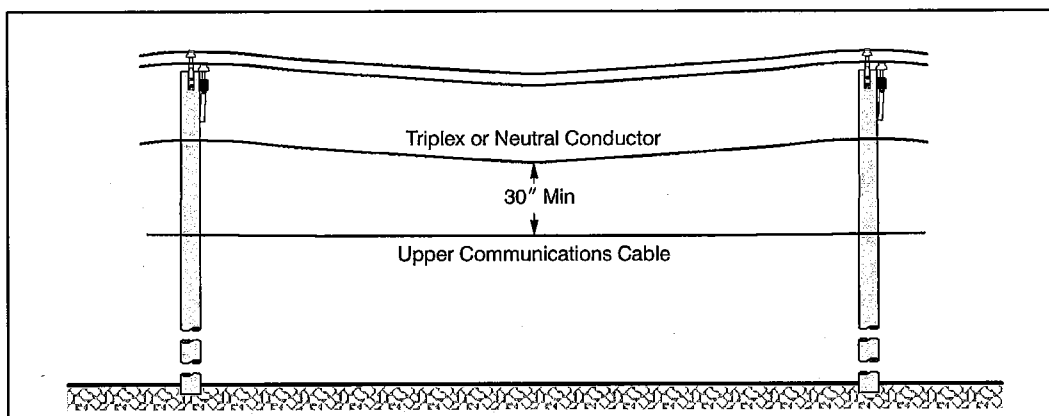


Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Figure 13

Midspan Clearance Between Secondary or Neutral Conductors and Communications Cables



Streetlight Clearances

Special clearances exist between streetlights and communications cables because:

- They may be installed anywhere on the pole, assuming all clearance requirements are met.
- Vertical runs of streetlight supply wire may or may not be covered with protective molding.

All clearances apply 360° around the entire pole.

Cables Installed Below Streetlights

When communication cables are installed below a streetlight on a pole, **all** of the following minimum clearance requirements shall be met:

Between the bottom of ...	This clearance is required
Drip loop of the streetlight supply wire and the top of the communications space.	12 inches *
Supply space and the top of the communications space.	40 inches

* This may be reduced to 3 inches if the loop is covered by a suitable nonmetallic covering that extends at least 2 inches beyond the loop.

Figure 14 illustrates these clearance requirements.

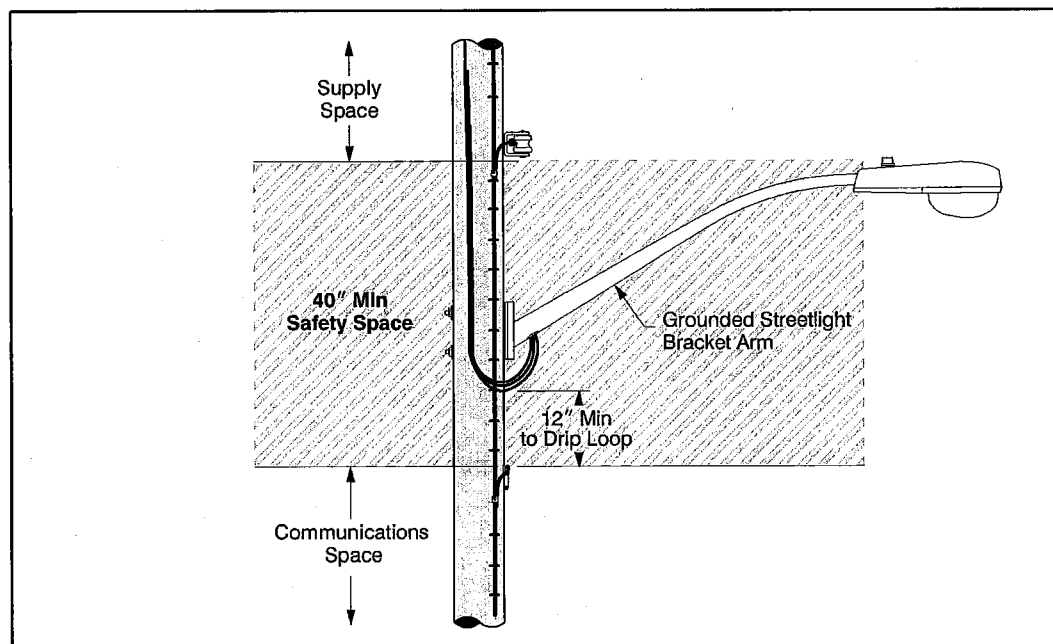
Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Streetlight Clearances, *Continued*

Figure 14

Clearances for Communications Cables Installed Below Streetlights



Streetlights Installed Beneath Communication Conductors

Proper streetlight mounting heights may require that the bracket be installed beneath the communication conductors.

When this is the case, *all* of the following minimum clearance requirements shall be met:

Between . . .	This clearance is required
Top of the streetlight bracket and the bottom of the communications space.	20 inches
Bottom of the streetlight supply wire molding (where wire is exposed at drip loop) and the bottom of the communications space.	40 inches
Top of the streetlight supply wire molding (where wire is exposed) and the top of the communications space.	40 inches

Figure 15 illustrates these clearance requirements.

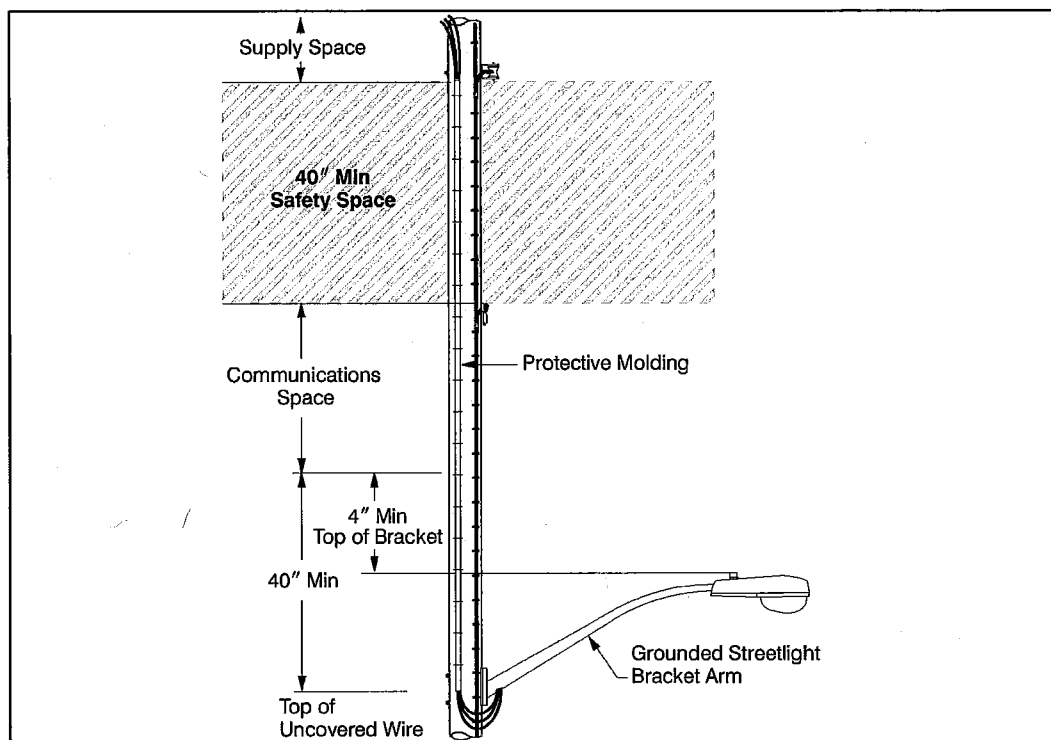
⚠ CAUTION!

Communications cables shall not be installed above streetlights if the vertical run of streetlight supply wire is not covered with protective molding.

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000**Figure 15**

Clearances for Communications Cables Installed Above Streetlights



References

The following Puget Sound Energy documents relate to this standard:

0700.8500	RF Antenna Equipment on Power Poles
6042.1000	Conduit Riser
6450.3900	Wood Pole Information
6450.7500	Field Drilling, Roofing, and Treating Wood Poles and Crossarms

Sources

ANSI

O5.1	Wood Poles: Specifications and Dimensions
------	---

IEEE C2-2012 NESC

Rule 97G	Bonding of communication systems to electric supply systems
Rule 235	Clearance for wires, conductors, or cables carried on the same supporting structure
Rule 235C4	Communication worker safety zone
Rule 238	Vertical clearance between certain communications and supply facilities located on the same structure
Rule 239D	Guarding and protection near ground

List of Changes for 0700.8000

Date	Description of Revisions
04/26/19	▪ Added "Communication Worker Safety Zone" to the definitions.

EXHIBIT C
Evidence of Insurance
With
Washington Cities Insurance Authority

City of Anacortes - Liability

[Dashboards](#)[Claims](#)[Policies/Proposals](#)[Members](#)[Schedules](#)

Emily Schuh is currently working at WCIA. Help Sign Out

Men

Cit

Ev

Me

EC

Is:

In:



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

www.wciapool.org

1/13/2020

Ref#: 12617

City of Anacortes
Attn: PCED Dept
904 6th St
Anacortes, WA 98221

Re: City of Anacortes
Public Utility & Telecommunications Right of Way Use Permit for Anacortes Access
Municipal Fiber Network.

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 155 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

Rob Roscoe
Deputy Director

cc: Emily Schuh
Jim Lemberg

Ty

Name 1 (1)

Jim
Lemberg

[Full Details](#)

Associated Policies

Effective Date	Coverage	Policy Number	Attach#	Description	Insured Entity	Member
01/01/2020	Crime and Fidelity, Cyber, Liability, Pollution Premises Liability	2020-AN-001	17239			Anacortes

EXHIBIT D

Screenshot from Washington Utilities and Transportation Commission Website

(accessed 1/13/2020, pertinent language highlighted)

Page 1 of 2

Washington Utilities and Transportation Commission

Search ...

[Home](#) > [Regulated Industries](#) > [Utilities](#) > [Telecommunications](#) > [Register as a Telecom Company](#)

Register as a Telecom Company

Who Must Register

The UTC regulates and registers companies that provide telecommunications services for hire, sale or resale within the state of Washington.

The following service providers do not need to register:

- City-owned networks and Public Utility Districts that provide telecommunications;
- Shared Telephone Providers in apartment buildings, resorts, etc.;
- Systems integrators, who re-sell some services as part of an equipment package; or
- Companies with some presence in Washington but no customers in the state.

When to Register

After registering the business, and before beginning operations in Washington state.

How to Register

1. Register the company as a business in Washington.
 - a. See the "Doing Business" web page at access.wa.gov.
 - b. If the company will be digging, hanging cable, etc. additional licenses such as a contractor's license may be necessary. The company may register with the UTC while obtaining other licenses.
2. Fill out the UTC's [Registration Application](#)
 - a. Remember to check the right box under "Competitive Classification" if the company faces competition. Competitive companies are subject to minimal regulation, non-competitive companies are not.
 - b. Provide the UBI number from the [Business Licensing Services](#) at [1-800-451-7985](tel:1-800-451-7985)
3. Obtain or prepare a balance sheet and an annual report (if available) for the company.
 - a. Audited financials are not needed in order to be registered, but a balance sheet is required at a minimum.
 - b. The financial information filed should show that the company is financially capable of providing the services it plans to offer.
 - c. If the company is a new subsidiary, it can use the financial information of the parent company, if the parent also provides a letter guaranteeing the new company's obligations.

EXHIBIT D

Screenshot from Washington Utilities and Transportation Commission Website

(accessed 1/13/2020, pertinent language highlighted)

Page 2 of 2

4. Submit the information to the UTC electronically through the Records Center Web Portal. For more information on filing, visit our [Online Records Center](#). For assistance contact the Records Center at [\(360\) 664-1234](tel:3606641234) or records@utc.wa.gov.
5. If UTC staff have questions they will contact the company representative at the number listed on the application. If not, staff will send a letter and certificate within 30 days from application submission.
 - a. Upon receipt of the application, a confirmation certificate with a docket number will be sent to the company. Check the status of the registration or print a backup copy of the certificate by entering this docket number on our main web page.
6. Remember to file an [annual report](#) and pay the required annual regulatory fees.

Form

-  [Registration Application](#)

[Electronically File Form\(s\) and Cover Letter\(s\)](#)

Rules and Statutes

Washington State laws and rules governing telecommunications companies include:

- [Telecommunications Laws - RCW 80.36](#)
- [Tariff and Contract Rules - WAC 480-80](#)
- [Telephone Company Rules - WAC 480-120](#)
- [Registration and Classifications Rules - WAC 480-121](#)
- [Universal Service - WAC 480-123](#)

Price Lists

Note: Price Lists are No Longer Required

Companies providing competitively classified services in the state of Washington are no longer required to file price lists with the commission. [Senate Bill 6473](#) eliminated the use of price lists for competitively classified telecommunications services. Companies should communicate with customers using written contracts or customer service agreements.

Companies registering for the first time or adding new services should be sure to indicate what services they offer on their registration or annual report form - no other notification is required.



EXHIBIT E

Email Regarding Performance Bond

From: Scot Buchanan <scot@scottrichards.com>
Sent: Friday, January 10, 2020 2:39 PM
To: Schuh, Emily <emilys@cityofanacortes.org>
Subject: Performance Bond question/feedback from Scott Richards Insurance

Hi Emily,

Following up further on your e-mail below, I believe we have an impassable wall in regards to your inquiry for a Performance Bond. As I see it, the telecommunications entity being created/owned/operated BY THE CITY would be looking to become bonded to protect the city should the telecommunications entity fail to complete the project for the city. The "protection" would be for the city, so in effect the city would be trying to protect itself FROM itself. Or put another way, when we go to secure the financial background to support the bonding, that background would be from the owner of telecommunications entity; The City. Bonds are not insurance payouts, they are simply guarantees that the bonded entity has the financial background to clean up of a failed project, or to fund extra costs associated with having someone else finish the project for them.

I hope that helps. If you feel I'm missing some information that may amend my interpretation of the situation, please let me know.

Scot

Scot Buchanan

SCOTT RICHARDS, ANACORTES MARINE, & SMILEY INSURANCE

Partners of The Advantage Group, LLC.

1116 12th Street

Anacortes, WA 98221

360-293-5158

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From: Schuh, Emily <emilys@cityofanacortes.org>
Sent: Friday, January 10, 2020 8:16 AM
To: Sherri Bitterman <sherri@scottrichards.com>
Cc: Lemberg, Jim <jiml@cityofanacortes.org>
Subject: Performance Bond question

Good morning Sherri,

The city is entering a new business. We are providing internet services to residents and businesses in Anacortes. This puts us in a unique situation in which we are operating a startup business within the City of Anacortes municipality. We have determined that we much obtain a Master Permit for Telecommunications Right of Way from the City. One of the requirements is to post a performance bond. <https://anacortes.municipal.codes/AMC/5.38.210> Is Scott Richards able to provide a quote for this bond? The amount necessary is not yet determined, but likely in the \$1.5-3M range.

Thank you for looking into this for us.

Emily Schuh, Director | Anacortes Administrative Services | P.O. Box 547 | 904 6th Street | Anacortes, WA 98221
360.299.1941 | emilys@cityofanacortes.org | www.anacorteswa.gov

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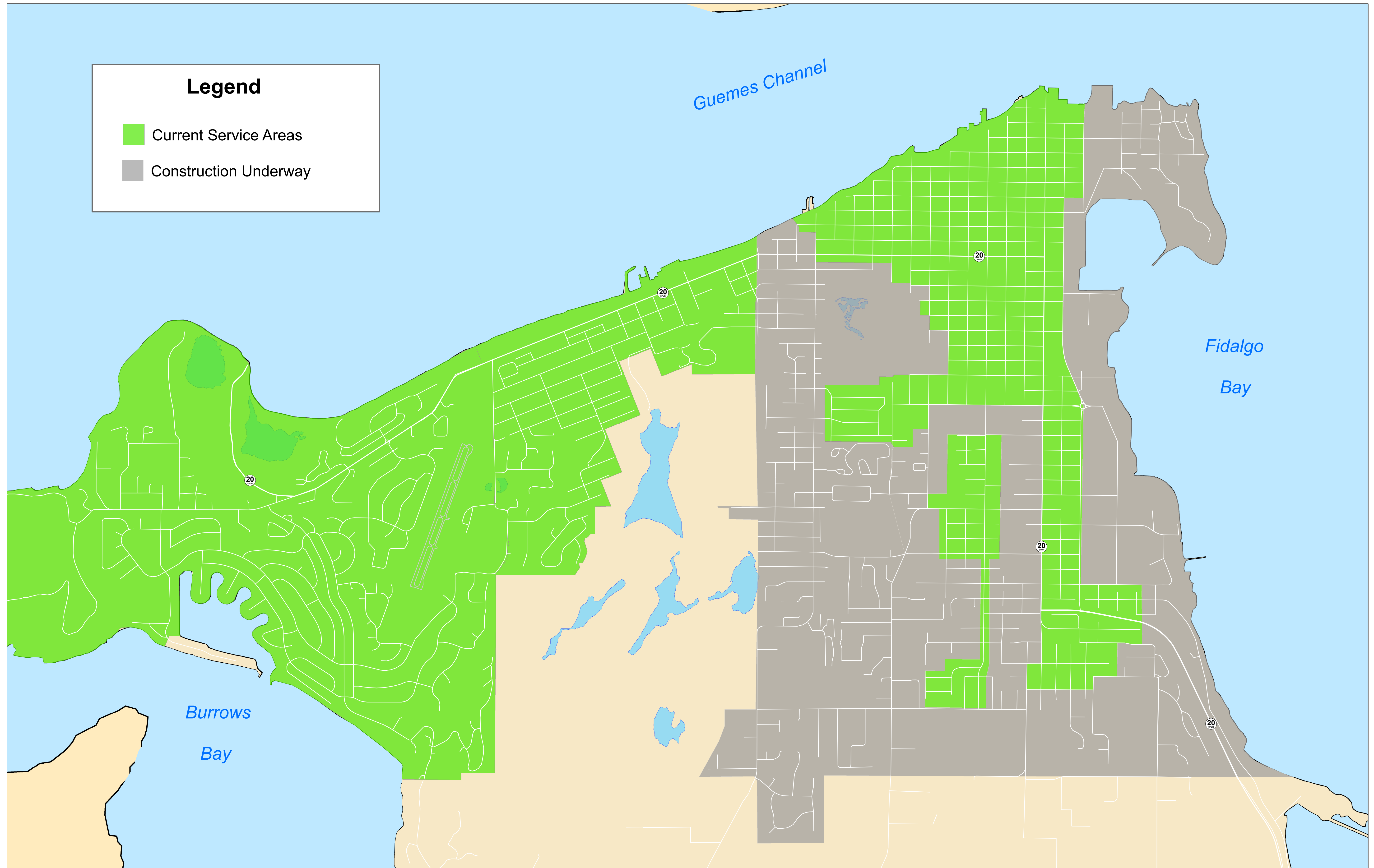
Fiber Availability

Updated: 9/19/2024



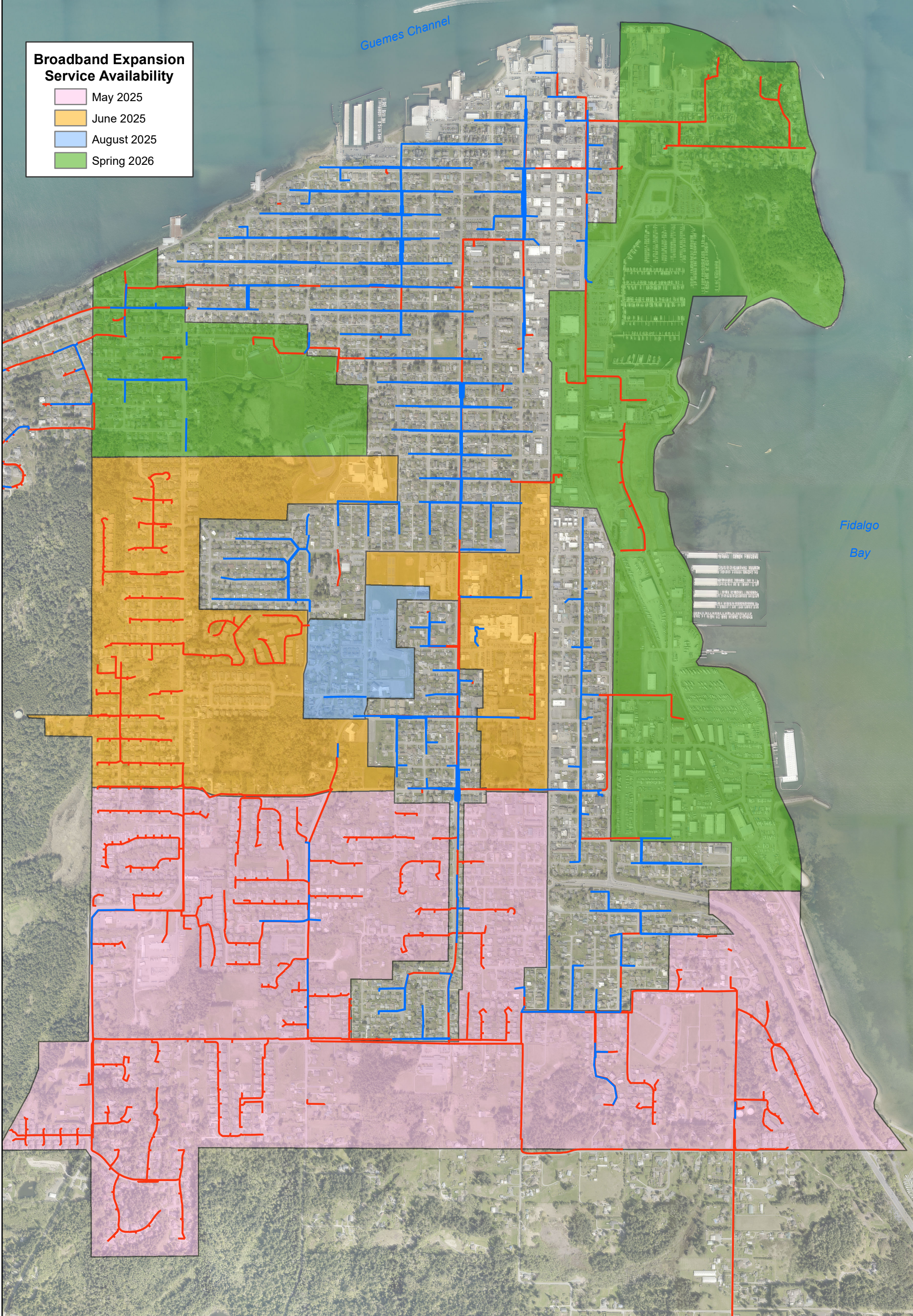
Legend

-  Current Service Areas
-  Construction Underway

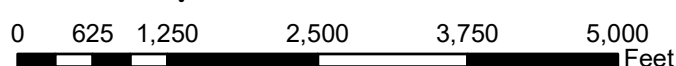


**Broadband Expansion
Service Availability**

- May 2025
- June 2025
- August 2025
- Spring 2026



**Broadband Expansion
EDA Construction Zones
Updated 03/2025**





City Council Agenda Bill

Meeting Date: April 7,
2025

Agenda Item: 7.a.

Agenda Item Title: Thompson Trail Trestle Feasibility Study

Staff Contact(s): Jonn Lunsford

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

Jonn Lunsford

Presentation

Jonn Lunsford

Item Summary: Staff and Consultants will present findings from the Thompson Trestle Replacement Feasibility Study.

Budget Impact:

Previous Action:

Recommended Motion: No motion recommended

Alternative Actions: Request further information

Attachments (listed in order presented):

1. 20250407-Thompson Trail Trestle and Causeway Replacement



Thompson Trail Trestle and Causeway Replacement

City of Anacortes

Brief Project Overview



The Why

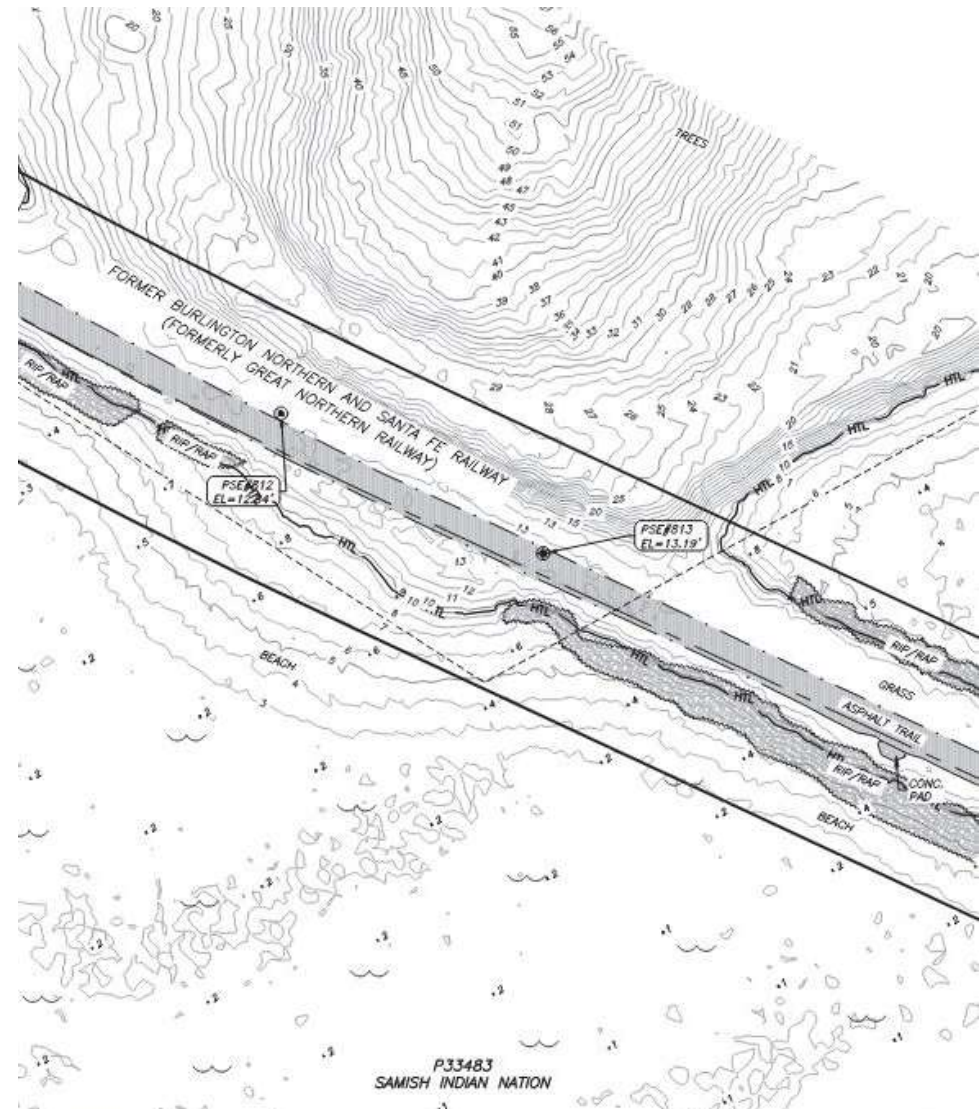


G. N. RAILWAY BRIDGE ON FIDALGO BAY,
ANACORTES, WASH.



Scope of This Project

- Survey
- Geotechnical Investigation
- Environmental Soils Sampling
- Hydrodynamic Modeling
- Conceptual Structural Design
- Identify Environmental Permits



Geotechnical Investigation



Environmental Soils Sampling

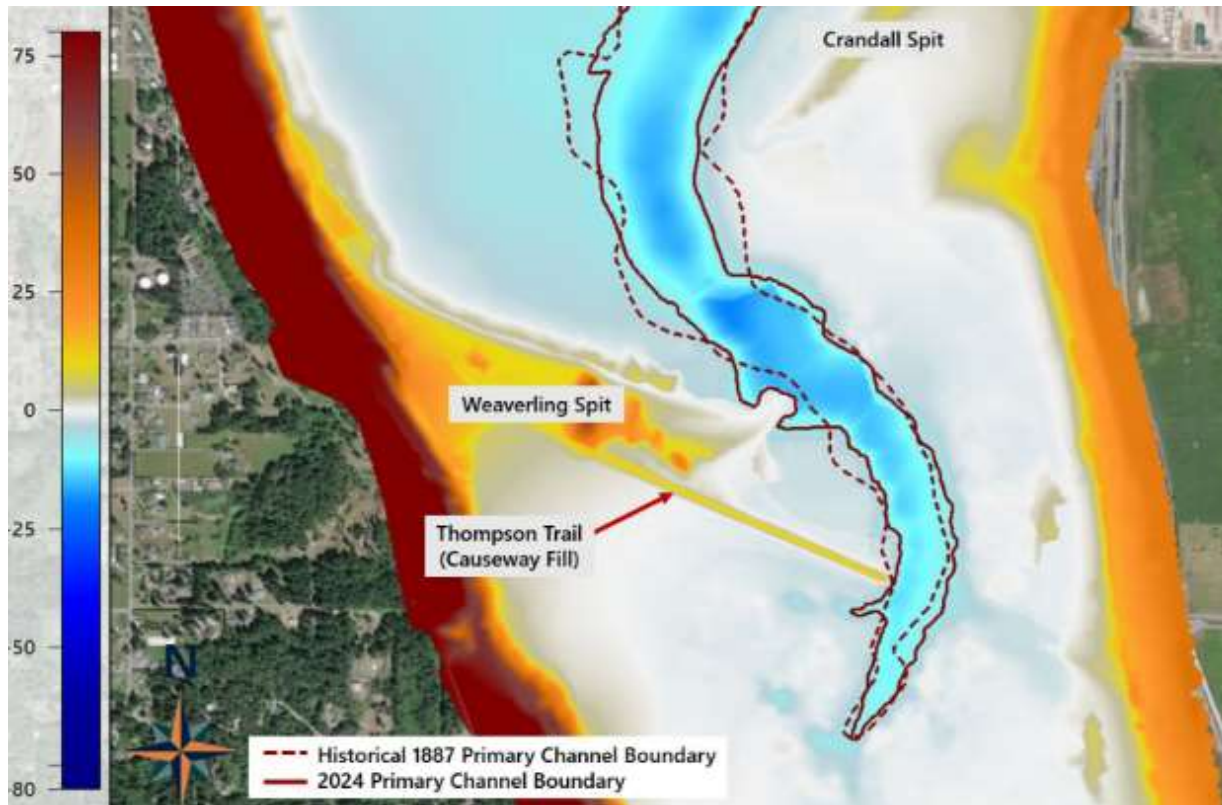




Hydrodynamic Modeling Evaluation

- Water Levels
- Tidal Velocities
- Cumulative discharge

Primary Channel Location







Conceptual Structure Design

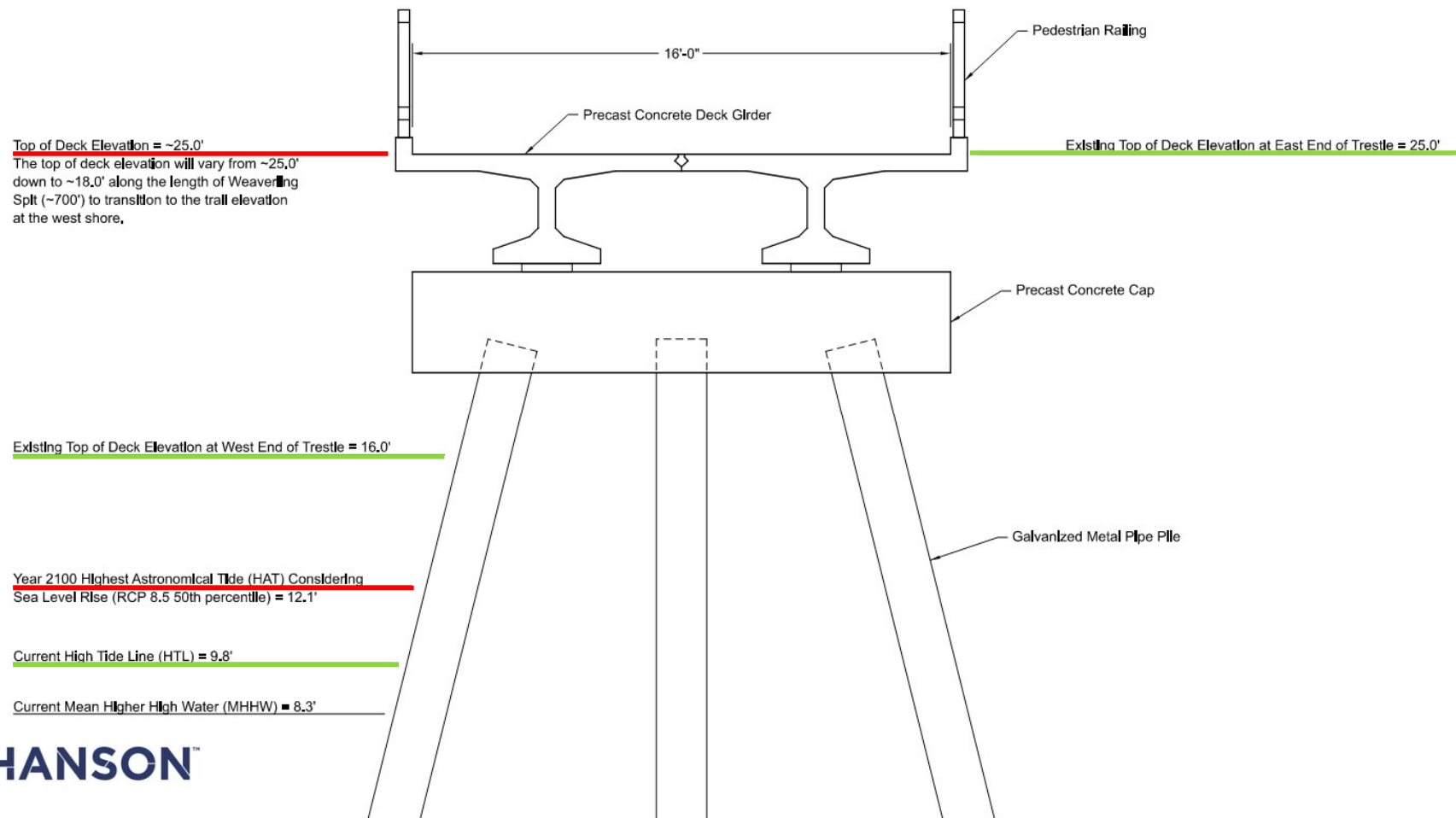
- 75 year structure service life
- 16' total structure width (12' trail with 2' shoulders)
- Bridge designed to accommodate a utility terrain vehicle (UTV)
- New structure higher than the existing causeway to account for sea level rise



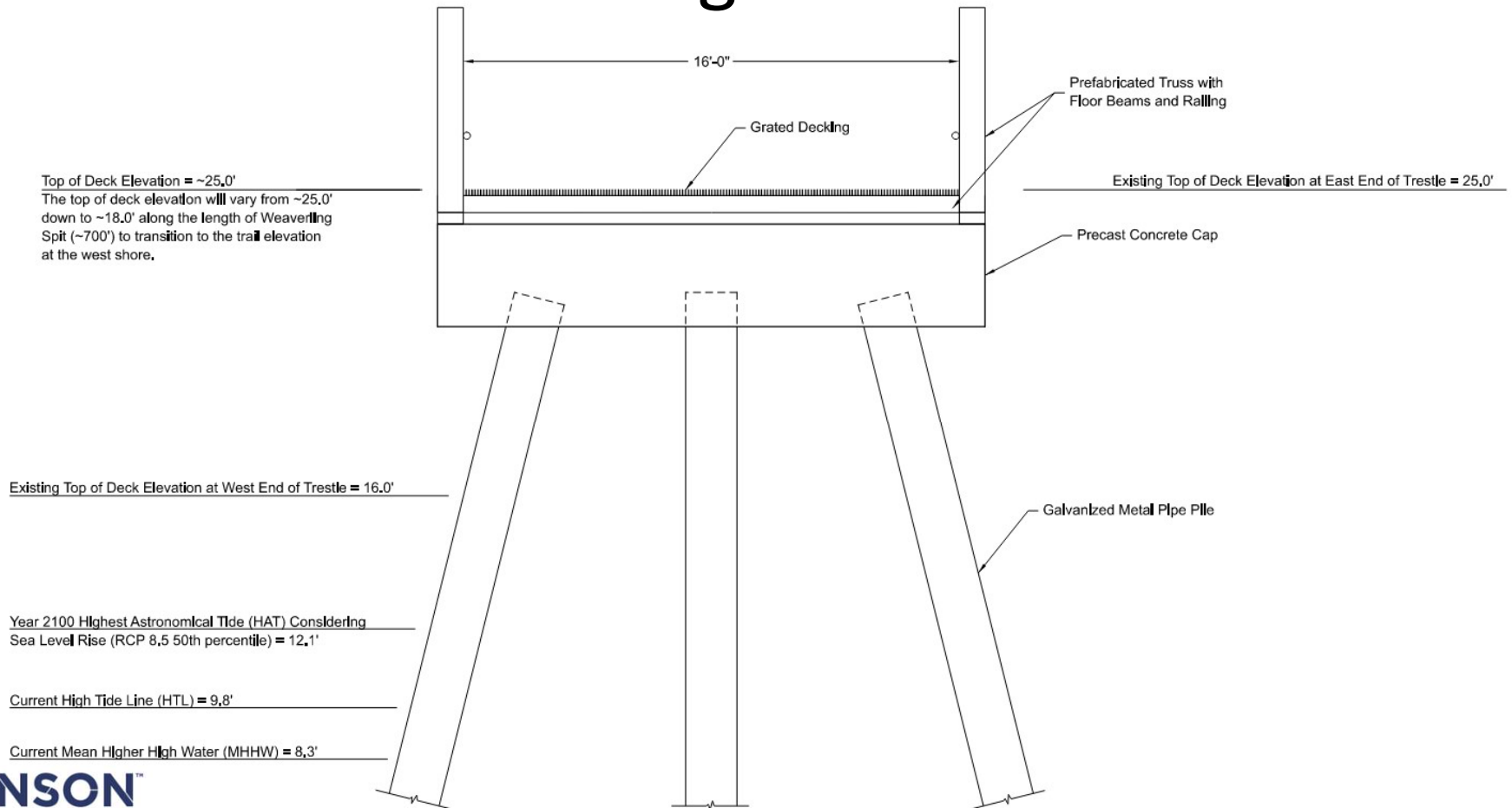
Materials Considered

- Precast Concrete
- Aluminum
- Weathering Steel
- Painted Steel
- Galvanized / Zinc-Coated Steel
- ~~Timber~~
- Fiberglass

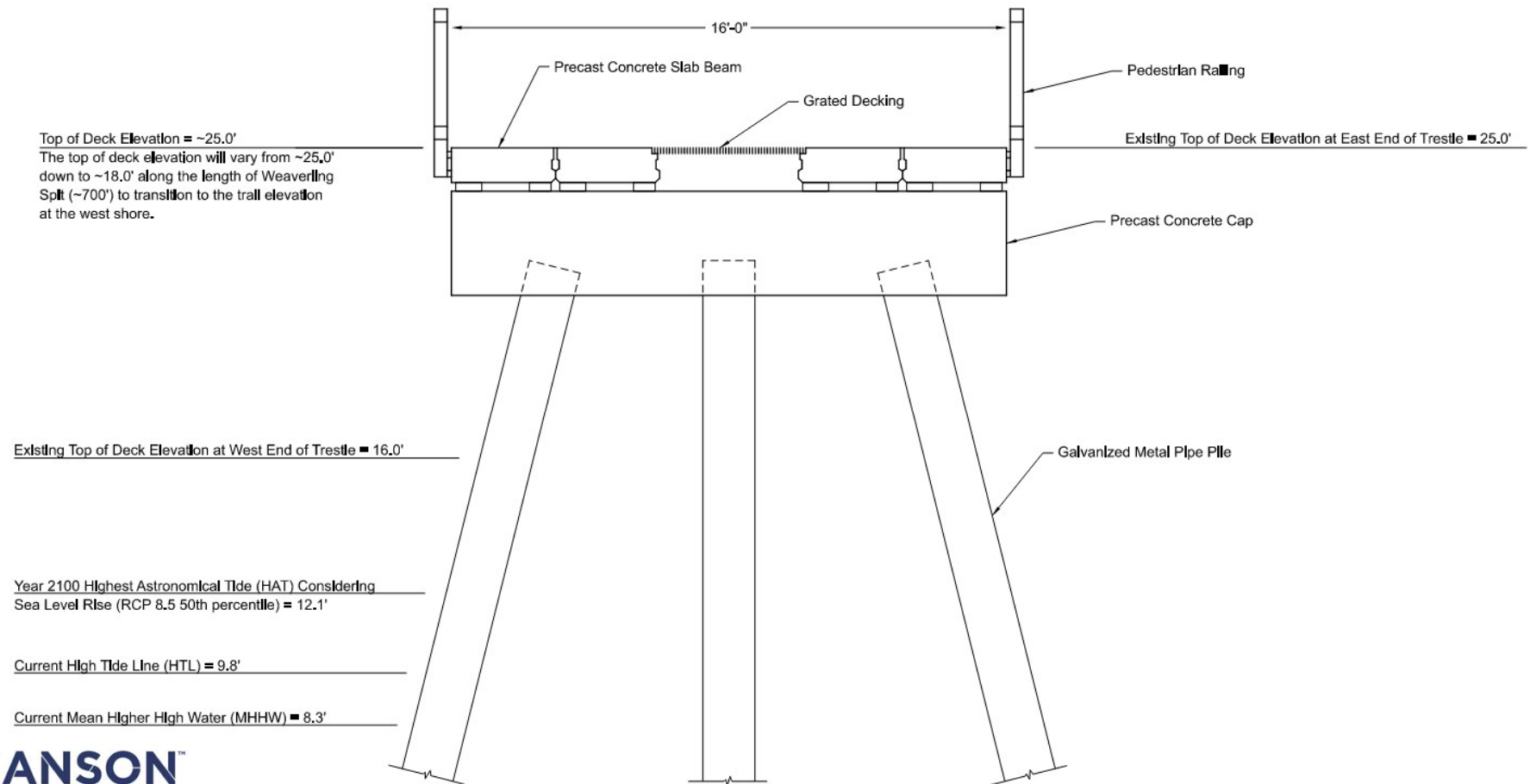
Precast Concrete Deck Girder Bridge



Prefabricated Truss Bridge



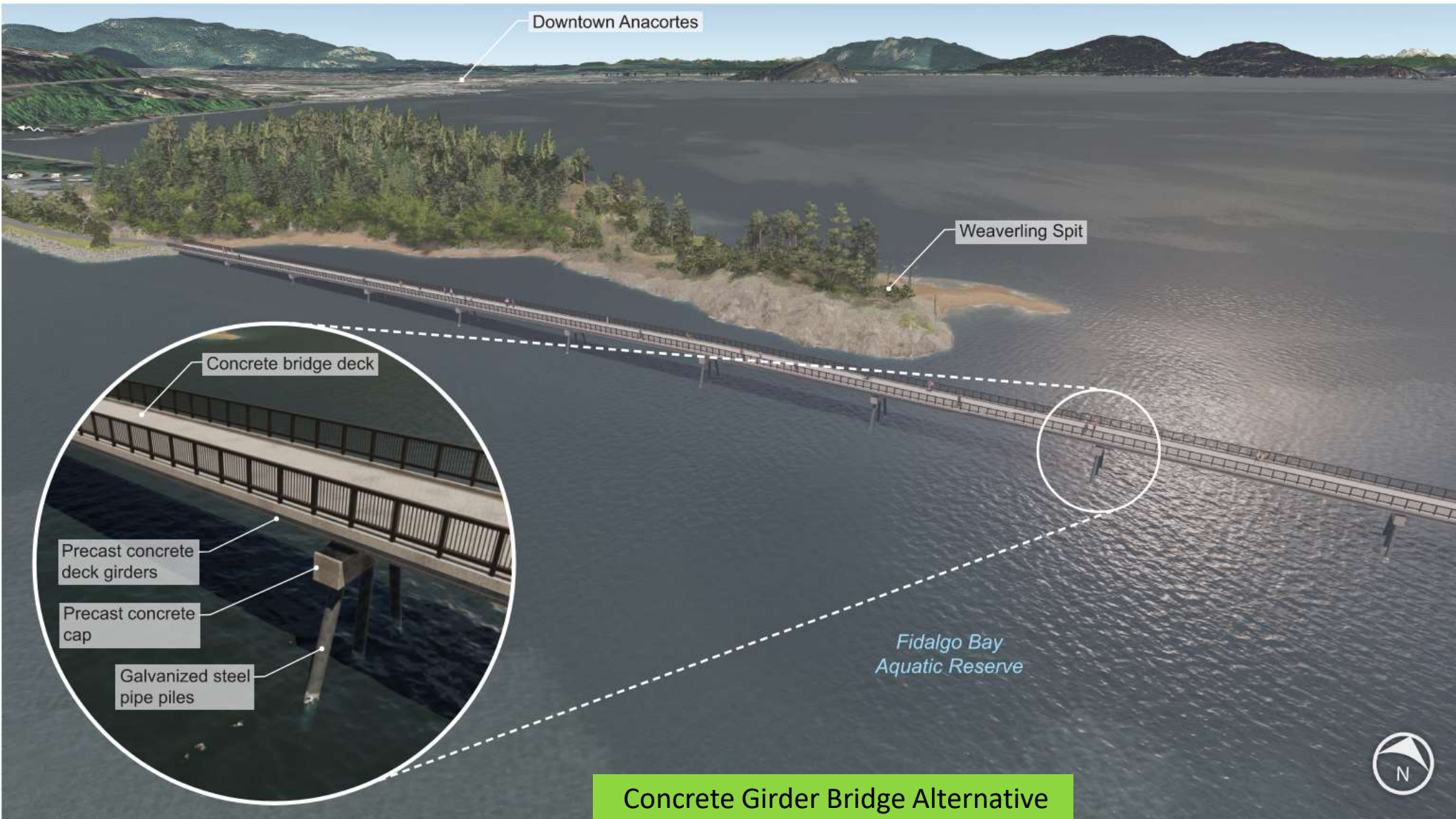
Precast Concrete Slab Girder Bridge

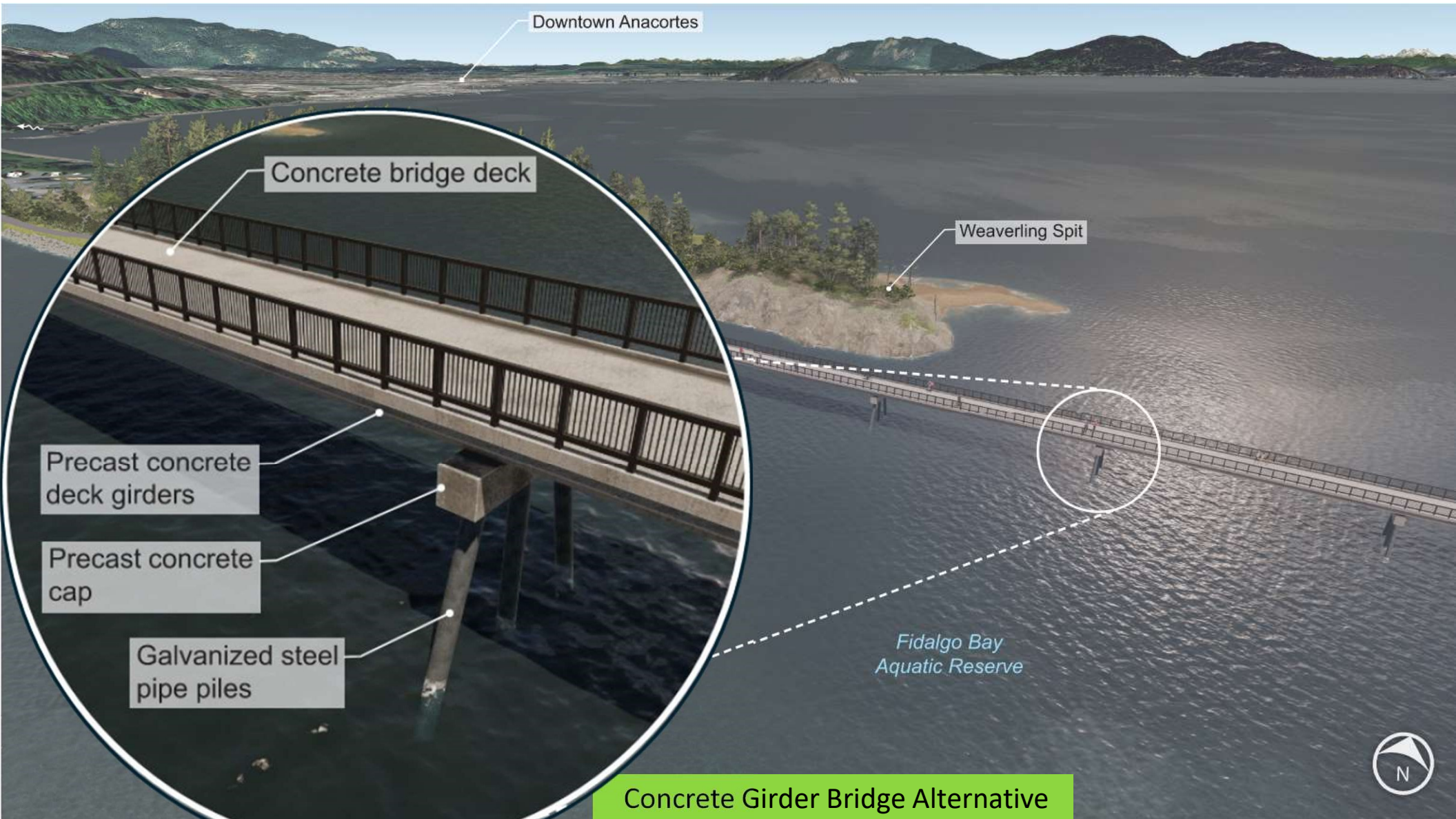






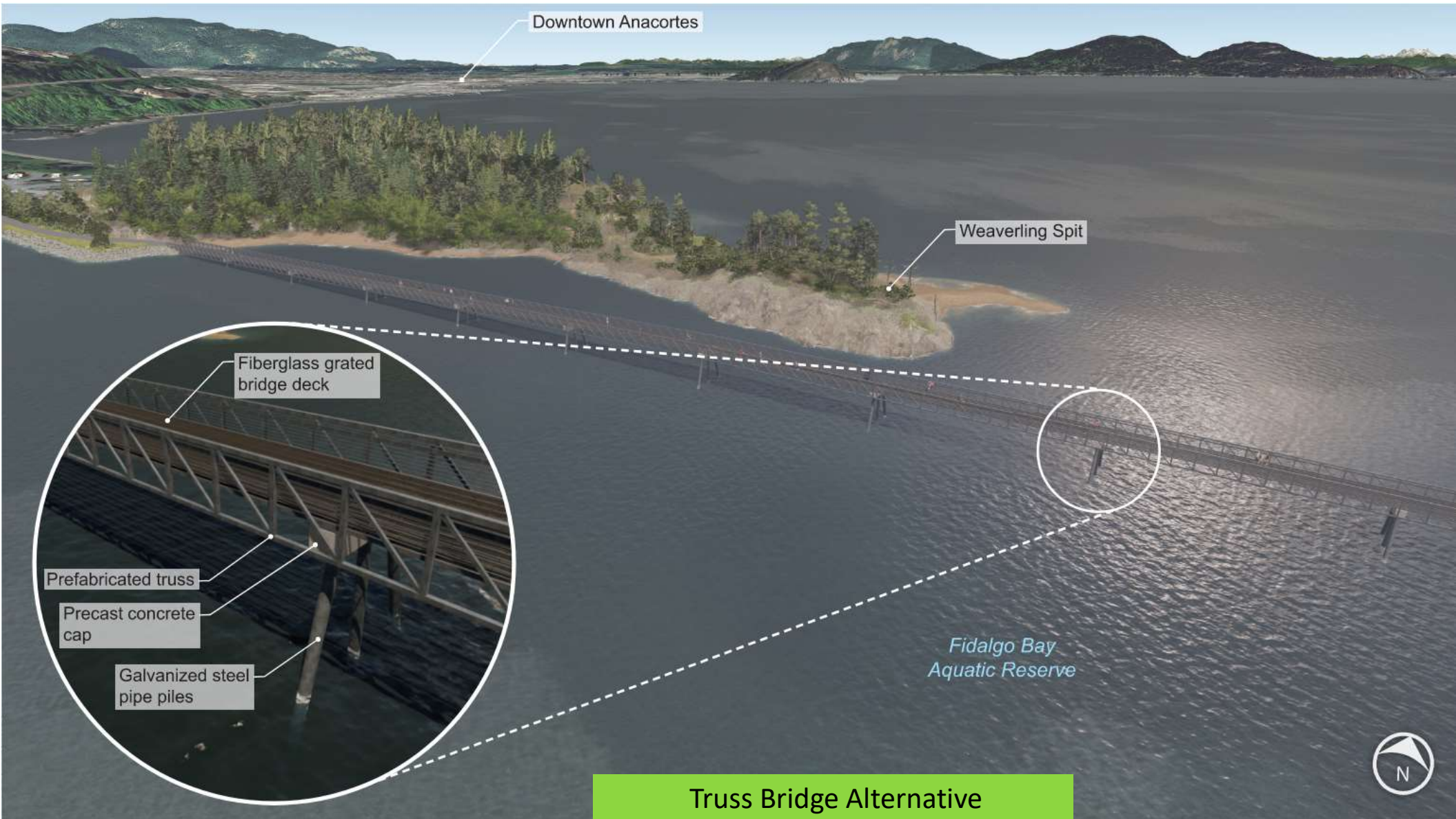
Concrete Girder Bridge Alternative

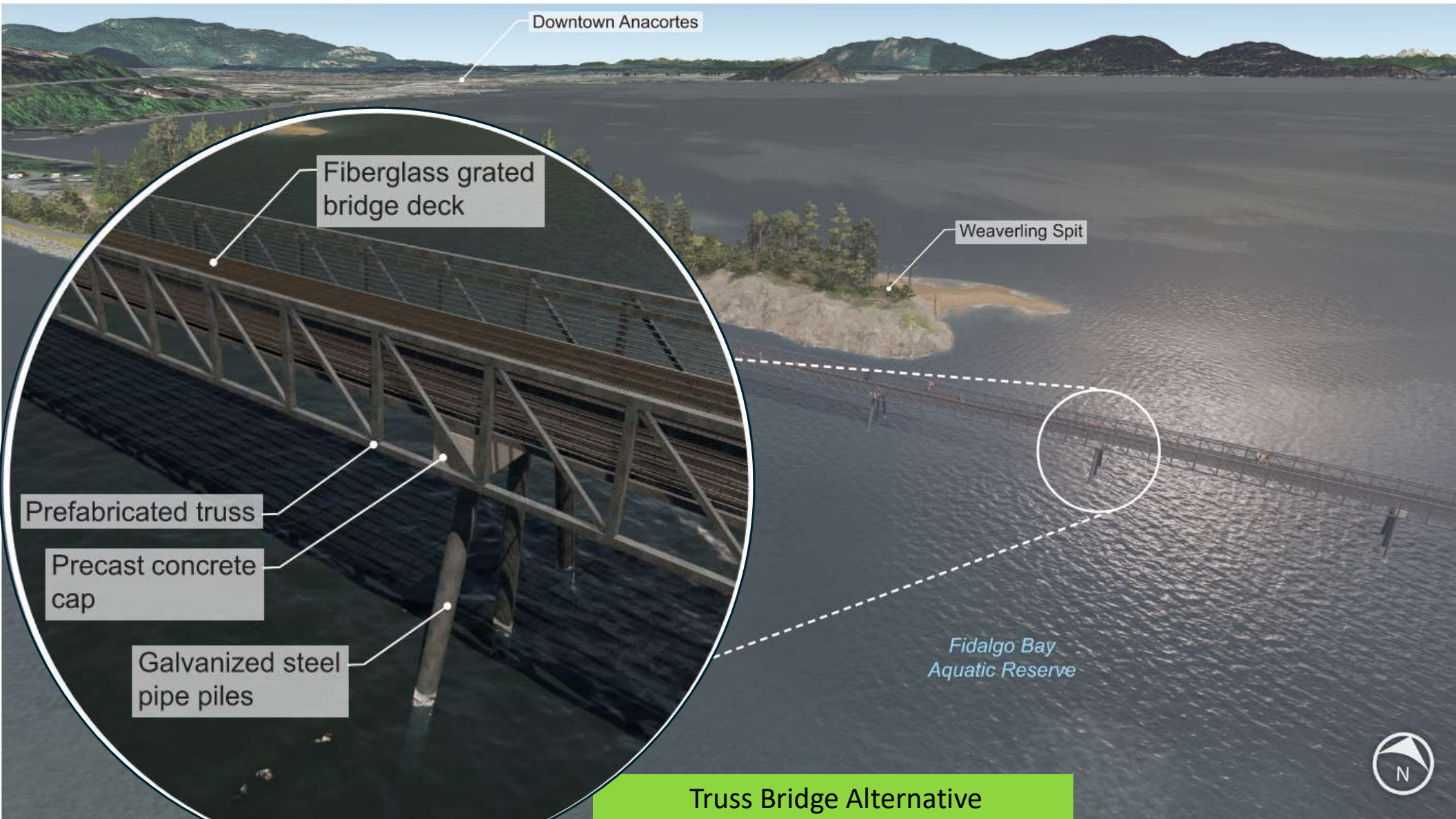




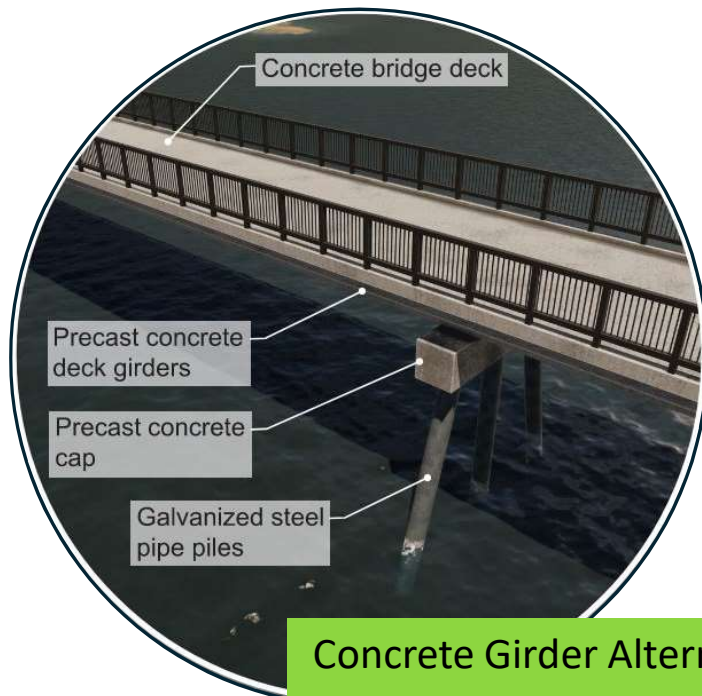


Truss Bridge Alternative

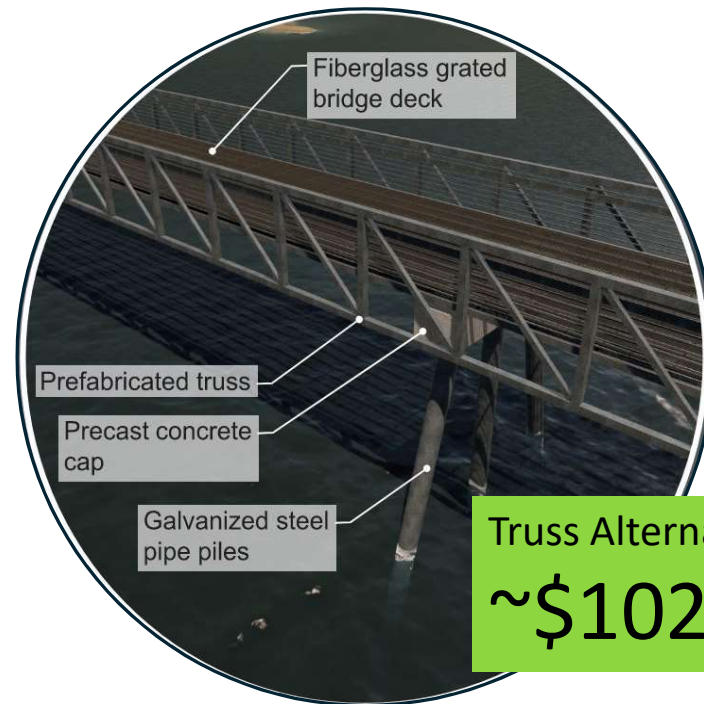




Opinion of Probable Construction Cost



Concrete Girder Alternative
~\$62 Million



Truss Alternative
~\$102 Million



What does that cost include?

- Oyster and eelgrass protection/relocation efforts
- Causeway removal, soil testing & disposal (RCRA Subtitle D landfill)
- Removal of all creosote piling (trestle and buried within causeway)
- Dredging and backfill within the trestle and causeway footprint
- Installation of new piling and bridge spans
- Lighting, benches and signage

Future Work - Options

- Determine desired end state given the information presented
- Phased Construction
 - Fish Windows
 - Priority: Pile Removal
 - Phase 1: Causeway remains; replace trestle with a new bridge
 - Phase 2: Replace causeway with additional bridge spans
 - Priority: Full Tidal Circulation in Fidalgo Bay
 - Additional Phases
- Potential Next Steps
 - Additional Stakeholder Engagement
 - Engage Permitting Agencies
 - Progress Design
 - Conduct Additional Geotech and Environmental Studies
 - Obtain Bathymetric Survey Data
 - Progress/Refine Hydrodynamic Modeling, including Wave Modeling
 - Advance Structural and Civil Design
 - Refine Costs & Phasing Breakdown



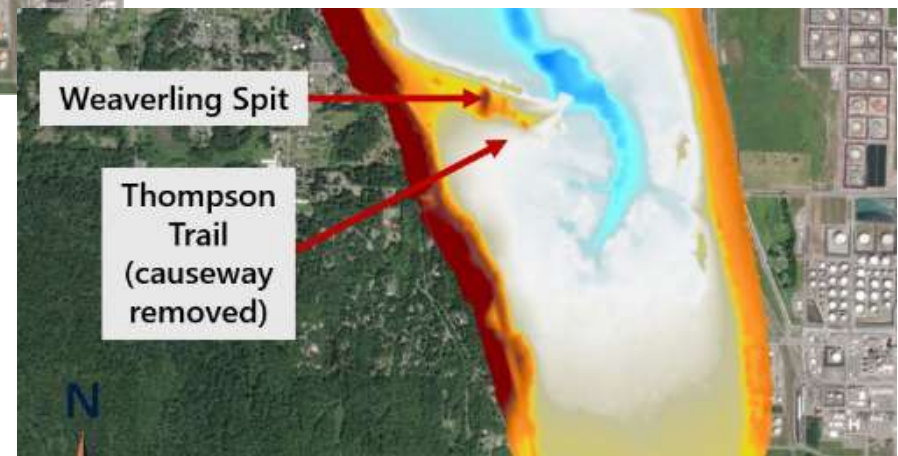
Questions?

Geotechnical Investigation

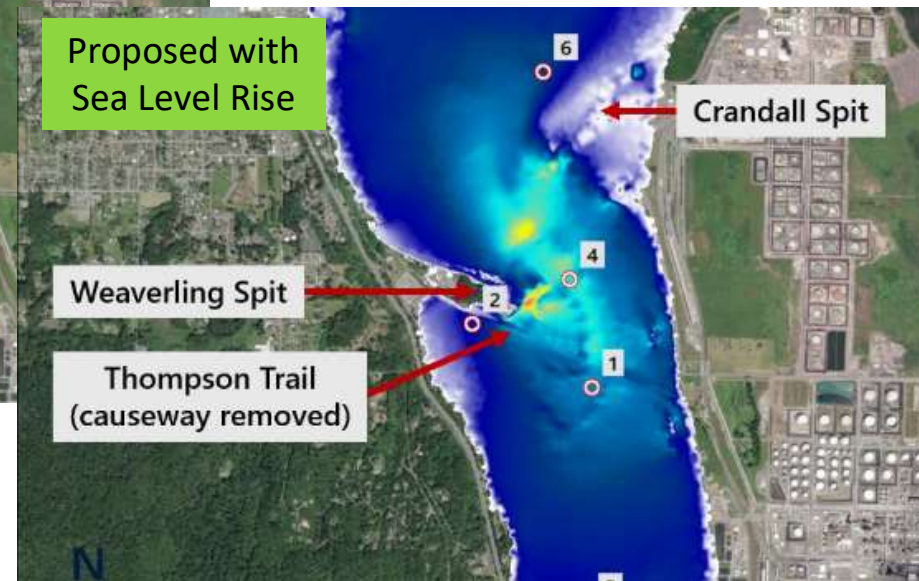
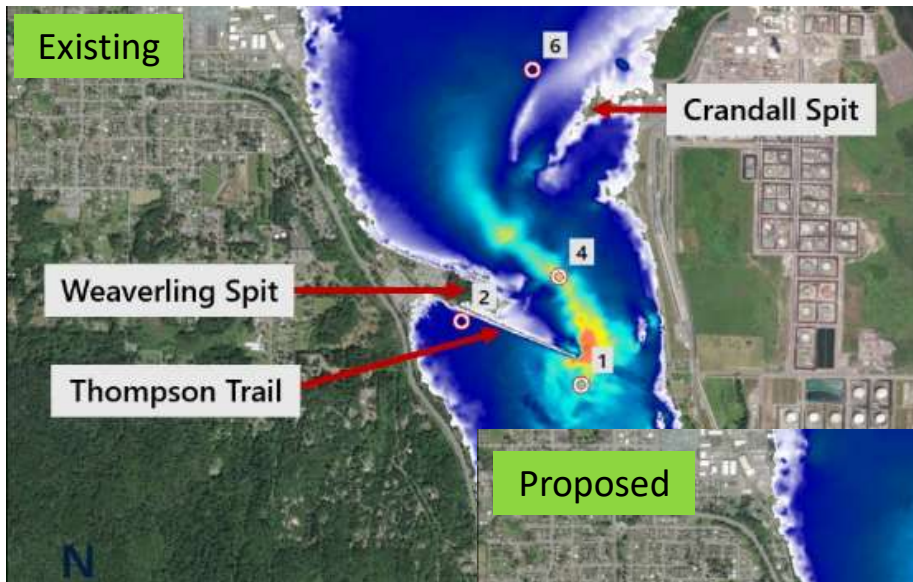


Conceptual Opinion of Probable Construction Cost		
Task Description	Conc. Girder Alternative TOTAL	Truss Alternative TOTAL
MOBILIZATION	\$1,660,000	\$1,660,000
TEMPORARY EROSION AND SEDIMENT CONTROL	\$234,000	\$234,000
TRAIL DETOUR	\$100,000	\$100,000
TRESTLE REMOVAL & DISPOSAL	\$4,679,840	\$4,679,840
CAUSEWAY REMOVAL & DISPOSAL	\$11,325,000	\$11,325,000
TEMPORARY CAUSEWAY INSTALLATION & REMOVAL	\$1,200,000	\$1,200,000
NEW PILING AND CAPS	\$3,762,000	\$3,762,000
PRESTRESSED CONC. GIRDER SUPERSTRUCTURE	\$9,600,800	
CONCRETE WEARING SURFACE	\$1,699,200	
PREFAB TRUSS SUPERSTRUCTURE		\$23,220,000
GRATED DECKING		\$17,200,000
APPROACH EMBANKMENT	\$394,200	\$394,200
ASPHALT TRAIL	\$12,000	\$12,000
ILLUMINATION	\$250,000	\$250,000
BENCHES / SIGNAGE	\$30,000	\$30,000
DREDGING (POTENTIAL COST)	\$3,320,601	\$3,320,601
OTHER ENV PROTECTION MEASURES (POTENTIAL COST)	\$1,200,000	\$1,200,000
CONSTRUCTION MANAGEMENT	\$5,450,000	\$5,450,000
Subtotal	\$44,917,641	\$74,037,641
CONTINGENCY (30%)	\$13,475,292	\$22,211,292
SALES TAX (8.8%)	\$3,473,152	\$6,035,712
TOTAL (2025)	\$61,866,000	\$102,285,000
TOTAL (Escalated to 2030)	\$71,720,000	\$118,576,000
TOTAL (Escalated to 2035)	\$83,143,000	\$137,462,000

Elevations/ Main Channel



Maximum Tidal Velocities



Environmental Soils Sampling

- 36 samples taken from 3 boring locations
- Tested for:
 - Diesel- and heavy oil-range petroleum hydrocarbons
 - Gasoline-range petroleum hydrocarbons
 - Benzene, toluene, ethylbenzene, and xylenes (BTEX)
 - Metals, including arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver
 - Copper, nickel, and zinc
 - Lead
 - PAHs
 - organophosphorus pesticides (select samples)



City Council Agenda Bill

Meeting Date: April 7,
2025

Agenda Item: 7.b.

Agenda Item Title:

Interlocal Amendment: Grant Funding For 2025 Periodic Comprehensive Plan Update
#24-036-PLN-002

Staff Contact(s): John Coleman, Libby Grage

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

Tiffany Matson
John Coleman

Contract Modification

Item Summary: City staff request Council acceptance of and authorization for the Mayor to sign Amendment 1 to the GMA Periodic Update Grant agreement with the WA State Department of Commerce. The grant provides for \$125,000 in funding to assist the City of Anacortes with planning work for the completion of the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). The amendment revises the scope and budget between tasks to:

- Eliminate funds for tasks that will not be completed by June 30, 2025
- Add funds to tasks that can be completed by June 30, 2025.
- Update some task deliverable descriptions to more closely match what can be completed by the contract end date.

Budget Impact:

Previous Action: Council approved interlocal agreement [24-036-PLN-002](#) at the [1/22/2024](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to execute Amendment 1 to Interlocal Cooperation Agreement 24-036-PLN-002 between the City of Anacortes and Washington State Department of Commerce.

Alternative Actions: Not approve the interlocal amendment.

Attachments (listed in order presented):

1. 24-036-PLN-002 Amendment 1

Amendment

Contract Number: 24-63335-035

Amendment: 1



**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

COA #24-036-PLN-002

1. Contractor City of Anacortes Planning, Community and Economic Development Dept. P.O. Box 547 Anacortes, WA 98221		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) Libby Grage Planning Manager (360) 299-1986 libbyb@anacorteswa.gov		4. COMMERCE Representative (only if updated) Lexine Long Senior Planner (360) 480-4498 lexine.long@commerce.wa.gov	
5. Original Contract Amount (and any previous amendments) \$125,000		6. Amendment Amount No Change	
		7. New Contract Amount \$125,000	
8. Amendment Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		9. Amendment Start Date Date of Execution	
		10. Amendment End Date June 30, 2025	
11. Federal Funds (as applicable): N/A		Federal Agency: N/A	
		ALN: N/A	
12. Amendment Purpose: The purpose of this amendment is to modify the scope of work and move funds between deliverables with no change to the overall budget.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".			
FOR CONTRACTOR _____ Matt Miller, Mayor City of Anacortes _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY _____ Sandra Adix Assistant Attorney General _____ 3/20/2014 Date	

Amendment

This Contract is **amended** as follows:

Attachment A Scope of Work and Budget is hereby replaced in its entirety by Attachment A-1 Scope of Work and Budget:

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Amendment

Attachment A-1: Scope of Work and Budget

Task/Work Item	SFY 2024 Funds July 1, 2023 – June 30, 2024	SFY 2025 Funds July 1, 2024 – June 30, 2025	Deliverable
1. Periodic Update work plan Anticipated completion date: <i>February 29, 2024</i>	\$4,000	\$0	Periodic update work plan Comprehensive Plan Checklist
2. Public participation plan Anticipated completion date: <i>February 29, 2024</i>	\$2,000	\$0	Public participation plan
3. Public involvement support including public meetings and comment responses Anticipated completion date: <i>June 30, 2025</i>	\$3,000	\$17,000	Meeting dates and topics, public involvement summaries
4. SEPA Environmental Review Anticipated completion date: <i>June 30, 2025</i>	\$0	\$15,000	Draft SEPA checklist
5. Land capacity analysis, including land needed for employment and housing Anticipated completion: <i>June 30, 2024</i>	\$26,000*	\$0	Draft land capacity analysis for employment and permanent housing needs, emergency housing and shelter.
6. Draft Comprehensive Plan amendment including but not limited to research, studies and analysis to support updated elements. Anticipated completion date: <i>December 31, 2024</i>	\$10,000	\$15,000	Working Draft Comprehensive Plan

Amendment

7. Draft Housing Element Update, including studies and analysis to accommodate housing for all income levels. Anticipated completion date: <i>June 30, 2025</i>	\$10,000*	\$14,000*	Draft housing element notification email from Commerce that draft element is complete.
8. Critical areas analysis including but not limited to reviewing existing code and new state requirements for compliance. Anticipated completion date: <i>June 30, 2024</i>	\$5,000	\$0	
9. Draft Critical Areas Ordinance amendment including but not limited to environmental studies and analysis. Anticipated completion date: <i>December 31, 2024</i>	\$1,000	\$0	
10. Adopted Critical Areas Ordinance amendment. Anticipated completion date: <i>June 30, 2025</i>	\$0	\$0	
11. Development Regulations analysis including but not limited to reviewing existing code and new state requirements for compliance. Anticipated completion date: <i>December 31, 2024</i>	\$1,000	\$1,500	Development Regulations Checklist
12. Draft Development Regulations Ordinance amendment including but not	\$500	\$0	

Amendment

limited to research, studies and analysis to support updated regulations. Anticipated completion date: <i>June 30, 2025</i>			
13. Adopted Development Regulations Ordinance amendment Anticipated completion date: <i>June 30, 2025</i>	\$0	\$0	
14. Finding that the periodic update required by RCW 36.70A.130(b) is complete Anticipated completion date: <i>June 30, 2025</i>	\$0	\$0	
Total Budget	\$62,500	\$62,500	
Control Number (Total Grant Available)	\$62,500	\$62,500	\$125,000
* Estimated Housing Element and/or housing-related update work expenses	\$36,000	\$14,000	



City Council Agenda Bill

Meeting Date: April 7,
2025

Agenda Item: 7.c.

Agenda Item Title: Contract Award: WTP High Service Pump #4 VFD Retrofit #25-055-WTR-001

Staff Contact(s): Andrew Rheume, Terry Nemeth

<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 \$308,515.49 to VECA Electric & Technologies, LLC to perform the WTP High Service Pump #4 VFD Retrofit. The project provides for the labor, miscellaneous materials, and equipment to replace a failed SC9000 Medium Voltage Drive Inverter at the Water Treatment Plant (WTP).

Background:

1. **History:** One of the two finished water VFD pumps have been faulting over the last few months. Eaton came out to diagnose the issue, it was determined the potting solution that protects the driver board is working its way into the fiber optic cables. This is causing intermittent faults resulting in the pump shutting down.
2. **Key Terms:**
 - Contract is for a fixed price of \$308,515.49.
 - Substantial completion shall be achieved within 190 calendar days of the Notice to Proceed date.
3. **Competitive Bidding:** On March 19, 2025 the City [solicited bids](#) for the subject project and on April 1, 2025 a bid opening was conducted and 2 bids were received. VECA Electric & Technologies, LLC was determined to be the lowest responsible bidder.

Budget Impact:

Contractor	VECA Electric & Technologies, LLC
------------	-----------------------------------

Contract Amount	\$308,515.49
Earmarked Funds	\$400,000.00 for WTP Emergent Equipment Replacements
BARS #	401.730.594.34.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	190 calendar days

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-055-WTR-001 with VECA Electric & Technologies, LLC in the amount of \$308,515.49 to perform the WTP High Service Pump #4 VFD Retrofit.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-055-WTR-001 Bid Tabulation
2. 25-055-WTR-001



CITY OF ANACORTES

WASHINGTON

BID TABULATION - BID DATE 4/1/25

WTP High Service Pump #4 VFD Retrofit #25-055-WTR-001		VECA Electric & Technologies		Service Electric Co., Inc.	
ITEM	DESCRIPTION	COST		COST	
1	WTP High Service Pump #4 VFD Retrofit as detailed in the Invitation to Bid #25-055-WTR-001	\$284,084.24		\$339,343.00	
		Subtotal:	\$ 284,084.24	Subtotal:	\$ 339,343.00
		8.8% Sales Tax:	\$ 24,999.41	8.8% Sales Tax:	\$ 29,862.18
		TOTAL BID:	\$ 309,083.65	TOTAL BID:	\$ 369,205.18



CONTRACT #25-055-WTR-001
Between
THE CITY OF ANACORTES
AND
VECA ELECTRIC & TECHNOLOGIES, LLC

WTP HIGH SERVICE PUMP #4 VFD RETROFIT

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and VECA Electric & Technologies, LLC a private company at 5614 7th Ave S, Seattle, WA 98108 (herein after referred to as "Contractor").

1. **Scope of Work.** Contractor shall furnish all materials, equipment and labor perform the subject project in accordance with and as described in the City of Anacortes Invitation to Bid entitled "WTP High Service Pump #4 VFD Retrofit" #25-055-WTR-001", which is hereby incorporated by reference and made a part hereof.

2. **Contract Price.** The Contractor will perform the scope of work above for a firm fixed price of **Three Hundred Eight Thousand Five Hundred Fifteen Dollars and Forty-Nine Cents (\$308,515.49)**, which includes \$24,431.25 sales tax at an 8.6% rate. This includes all mobilization, demobilization, labor, materials, standard freight, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of Intent to Pay Prevailing Wage approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.

3. **Time of Completion.** All physical construction activities shall reach substantial completion within 190 calendar days of the Notice to Proceed date. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.

4. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Mario Gonzalez, 360-428-1598.

5. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.

6. **Contract Documents:** The attached General Provisions, referenced Invitation to Bid, and Exhibit A are included in this Contract Agreement.

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

Owner:
City of Anacortes

Mayor

Date

Contractor:
VECA Electric & Technologies, LLC

Date

Contractor License #

1. WASHINGTON STATE PREVAILING WAGES: Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I) (*ONE (1) filed per contractor and each subcontractor per contract*). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I (*ONE (1) filed per contractor and each subcontractor per contract*). L&I provides the wage forms. **All costs associated with such fees shall be included in the Contract price as part of the fixed costs of overhead for this Contract, including any anticipated subcontractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount. The City will only pay for the actual cost charged by L&I for the filing of the intent and affidavit.**

For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by L&I and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to L&I for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/>. The prevailing wage schedule in effect for the work under the contract is April 1, 2025. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

2. Performance and Payment Bonds. The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds - Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or twelve months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

Exceptions – On projects \$150,000 and under, the Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive the bond requirements.

3. Retainage. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage will be released 45 days after Final Acceptance, provided that the following has occurred:

1. All liens placed against the project have been released.
2. For projects over \$35,000, releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries have been received.

Note: If the City has approved the Contractor's request to waive the bond requirements, the City will withhold a total of 10% of the monies earned for a period of 30 days after Final Acceptance of the completed work, or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Securities Department, and the Washington Department of Labor and Industries, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Final Acceptance. Final Acceptance is defined as the date on which the City accepts the Work as complete, as indicated by notice issued by the City. For the purposes of the retainage statute (RCW 60.28.011), "completion of all contract work" is the same as the date of Final Acceptance. The following events must occur before the City will issue Final Acceptance:

- a. The physical Work on the project must be complete and accepted by the Project Manager; and
- b. The Contractor must submit to the City, and secure City approval of, all documentation required by the Contract and required by law, including but not limited to:
 - i. Invoices for all Work;
 - ii. Copies of the "Affidavit of Prevailing Wages Paid" as approved by L&I for the Contractor and all Subcontractors; and
 - iii. Any additional documentation required by the Contract.

5. Penalties for Noncompliance. If Contractor does not provide "Affidavit of Prevailing Wages Paid" to the City, the City may withhold any or all payments until required documentation is received. In addition, failure to provide "Intent to Pay Prevailing Wage" or "Affidavit of Wages Paid" may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

6. Subcontracts. The Contractor shall not subcontract the Scope of Work ("Work") unless the Project Manager approves in writing. If the Project Manager requests, the Contractor 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 Contractor. 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 Contractor of any responsibility to carry out the Contract,
- b. Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bond,
- c. Create any contract between the City and the Subcontractor, or
- d. Convey to the Subcontractor any rights against the City.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. Contractor remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor 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 Contractor shall comply with this request at once and shall not employ the Subcontractor for any further Work under the Contract.

7. Job Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any work under the Contract and for the handling and disposal of all hazardous wastes. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to: the Washington Industrial Safety and Health Act of 1973 (WISHA); the federal Occupational Safety and Health Acts of 1970 (OSHA); the Resource Conservation and Recovery Act; the Washington Hazardous Waste Management Act; the Department of Labor & Industries; Washington Administrative Code (WAC); the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes. The Contractor and its subcontractors of any tier shall also comply with all current and future executive proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder.

All Contractor field personnel are required to have received training that complies with OSHA CFR1910 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Contractor safety standards must meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) must be issued and used by Contractor's personnel while on the job site.

8. Chemical Hazard Safety

- a. **Employer Chemical Hazard Communication Rule:** WAC 296-800-170 requires all employers in Washington State to inform and train their employees on the hazards of chemicals in the workplace or in foreseeable emergencies. For purposes of performance under this Contract, any toxic substance that may be harmful to the end user while being used or stored on City property must:
- Be properly labeled with the: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party.
 - Be accompanied by a Safety Data Sheet (SDS) which shall be provided to the City Project Manager, or designee. Copies of the Contractor's SDS inventory shall also be located where chemicals are stored.
- b. Contractor shall not introduce or use any new product without the express written permission of the City Project Manager. Contractor shall request permission to use new substances by providing an SDS sheet or label data for all proposed chemicals, and an explanation as to the purpose of the chemical application, method of application, and intended schedule of application. If new products are approved for use, then they shall be:
- Restricted in their applications so as to meet current and local law;
 - Mixed and otherwise handled where an accidental spill will not enter surface or ground water and will not contaminate the soil.
- c. In any emergency affecting the safety of persons or property, Contractor shall act, at their discretion, to prevent threatened injury, damage, or loss. The City's Project Manager has full authority to stop work they deem a safety risk.

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

10. Invoicing. All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number**, and Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. ***If requested by the City the Contractor shall provide a cost breakdown of charges.*** 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. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor 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.

11. Withholding Payment. In the event the City determines that the Contractor 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 Contractor 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 Contractor to terminate or damages, provided that the City promptly gives notice in writing to the Contractor 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 Contractor 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 Contractor 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 Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

12. Final Payment: Waiver of Claim. The contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

13. Required Use of Finished Compost Product. If the project includes the use of a product created with "composted material" as defined in RCW 70A.205.015(3) the Contractor must purchase finished compost products from entities that: 1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 3) are permitted by the local health jurisdiction; and 4) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology. The Contractor will obtain pre-approval from the PM of the proposed compost material vendor and will submit receipts with their invoice(s).

14. Inspection.

A. Of the Work: All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. 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 Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in their opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of their obligations or responsibilities under the Contract.

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

16. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, including any necessary labor and materials. The Contractor 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 contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. For one year after acceptance of any corrections by the City the Contractor shall be responsible for correcting all defects in workmanship and materials in the corrected work. In addition, the Contractor 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 Contractor's work comply with the requirements of the Contract or impact any other legal rights or remedies of the City.

17. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

18. Insurance.

A. Insurance Term: The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation: The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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 Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

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

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

F. Other Insurance Provision: The Contractor'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 Contractor's insurance and shall not contribute with it.

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

H. Verification of Coverage: The Contractor 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 Contractor **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' 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 Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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

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

J. Notice of Cancellation: The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

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

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

20. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

21. Standard Title VI / Non-Discrimination Assurances. During the performance of this contract, the Contractor, 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.

22. Contractor 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 Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and Subcontractors during the performance of this Agreement.

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

24. The City's Right to Terminate Agreement.

A. Termination for Default: If the Contractor 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 Contractor 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 Contractor shall not be entitled to receive any further payments under the Agreement until the Scope of Services under this Agreement 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 Contractor. The Contractor 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 Contractor 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 Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

25. Changes/Additional Work. The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor 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 Contractor to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

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

27. Covenant Against Contingent Fees. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor arising out of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor 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 Contractor shall have no recourse against the City.

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

31. Compliance with Laws. The Contractor in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

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

33. Survival of Contract Termination. The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Indemnification / Hold Harmless; Disputes.

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

CONTRACTOR:

VECA Electric & Technologies, LLC
Sharon M. Wilson
5614 7th Ave S
Seattle, WA 98108
contracts@veca.com

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).

TO: City of Anacortes
(City or Owner):

FROM: Bidder: VECA Electric + Technologies :

PROJECT: 25-055-WTR-001

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract. **Moreover, the Bidder declares by signing the signature page of this Proposal that the following statement is true and correct:**

My firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The bidder declares that they have carefully examined the contract documents for the construction of the project; that they have personally inspected the site; that they have satisfied themselves as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner and other sources in arriving at their conclusions.

The bidder agrees that if this proposal is accepted, they will, within **Ten (10) Calendar** days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bond, all Certificates of Insurance and related endorsement forms, and proof of a City of Anacortes Business License required therein and will, to the extent of their proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other designated project representative there under.

The bidder further agrees, if awarded the contract, to achieve Substantial Completion of the work within 190 calendar days of the Notice to Proceed issuance date.

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the unit prices shown represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents.

Having carefully examined all specifications prepared by the City of Anacortes, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all labor, equipment, and materials and perform all work, in accordance with the terms & conditions and prevailing wage requirements, which price is hereby designated as to the total proposal price for all necessary work.

Line	Description	Cost
1	WTP High Service Pump #4 VFD Retrofit as detailed in the Invitation to Bid #25-055-WTR-001	\$ 284,084.24
Subtotal:		\$ 284,084.24
8.8% Sales Tax:		\$ 24,999.41
Total:		\$ 309,083.65

ADDENDUMS: Bidder acknowledges review of all Addenda through No. N/A

NOTE: Failure to acknowledge any issued Addenda may render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Anacortes website: <https://www.anacorteswa.gov/Bids.aspx>.

BID DEPOSIT: A proposal deposit in an amount of five percent (5%) of the total bid is attached here in the form indicated below:

☒ Bid Bond ☐ Cashier's Check ☐ Postal Money Order

NOTICE TO ALL BIDDERS

To report bid rigging activities call: **1-800-424-9071**. The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BIDDER CERTIFIES

- They have examined the work site and all existing conditions;
- They fully understand the manner in which payment is proposed;
- They propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed, and for the price proposed;
- They will observe the national, Washington State, and local codes; and
- They have the insurance coverage required for this Contract, which includes: Commercial General Liability Insurance, Business Auto Liability, Worker's Comp

Name of Bidder: VECA Electric & Technologies

Contact Name: John Kargacin

Mailing Address: 5614 7th Ave S

City, State, Zip: Seattle, WA 98108

Business Telephone: 360-594-4302 Cell Phone: 360-305-7027

Email Address: jkargacin@veca.com

Contractor's State License No: VECAEET8210Q

UBI Number: 601-190-731

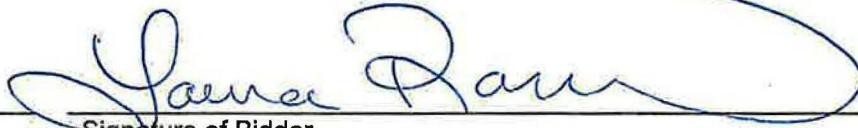
By signing this proposal, the bidder agrees to all requirements contained in the contract documents.



03/28/2025
Date

Laura Rannow
Name of Bidder

Chief Administration Officer
Title


Signature of Bidder

Laura Rannow
Print Name