

Oak Harbor City Council
SPECIAL MEETING
Tuesday, August 16, 2011, 6:00 p.m.

Welcome to the Oak Harbor City Council Meeting

*As a courtesy to Council and the audience, **PLEASE TURN YOUR CELL PHONES OFF** before the meeting begins. During the meeting's Public Comments section, Council will listen to your input regarding subjects of concern or interest that are not on the agenda. For scheduled public hearings, please sign your name to the sign up sheet, located in the Council Chambers if you wish to speak. The Council will take all information under advisement, but generally will not take any action during the meeting. To ensure your comments are recorded properly, state your name and address clearly into the microphone. Please limit your comments to three minutes in order that other citizens have sufficient time to speak. **Thank you for participating in your City Government!***

CALL TO ORDER

ROLL CALL

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

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1. Archaeological Contract – Professional Services Agreement with Northwest Archaeological Associates/SWCA.

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2. Pioneer Way Site Security Contract – Security Services Northwest.

Page 31

3. Noise Permit – Click Music.

ADJOURN

If you have a disability and are in need of assistance, please contact the City Clerk at (360) 279-4539 at least two days before the meeting.

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 1

Date: **August 16, 2011**

Subject: **Archaeology Contract**

FROM: **Paul Schmidt**
City Administrator



INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Jim Slowik, Mayor
 Doug Merriman, Finance Director
 Margery Hite, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to enter into a professional service agreement with Northwest Archaeological Associates/SWCA to perform archaeology services as requested by the Washington State Department of Archaeology and Historic Preservation per Permit No. 2011-33 issued to the City of Oak Harbor on July 28, 2011.

AUTHORITY

Oak Harbor Municipal Code states:

2.310.050 Professional Service Contract. Contracts for professional services, including contracts for legal and consulting services, are not subject to the bidding requirements of Chapters 2.310 through 2.390 OHMC. The mayor or his/her designee shall promulgate procedures and standards for the approval of such contracts. Contracts for architectural and engineering services shall be awarded in accordance with Chapter 2.350 OHMC and Chapter 39.80 RCW. For purposes of this section, "professional services" are those services involving skill, education and special knowledge and where the work is predominately mental and intellectual, rather than physical and mechanical. The mayor shall establish guidelines and procedures for obtaining professional services. Professional service contracts in excess of \$30,000 shall require approval by the city council. Contracts for professional services under \$30,000 shall be reviewed by the finance director or the city attorney prior to signing to assure compliance with the Oak Harbor biannual budget, provisions of Chapter 2.390 OHMC and purchasing policies promulgated by the mayor.

FUNDING

Budget Amount: \$ 7,745,000

Funds Required: \$ 140,000

Appropriation Requested: \$ 150,000

Appropriation Source: Fund #104/401/402/404

City of Oak Harbor City Council Agenda Bill

SUMMARY STATEMENT

On June 16, 2011, human remains were inadvertently discovered during excavation work associated with the SE Pioneer Way construction project. Consistent with State law, the discovery was reported to the Island County Coroner, who determined that the remains were non-forensic, and the Washington State Department of Archaeology and Historic Preservation (DAHP) was contacted. The State Physical Anthropologist made the determination that the remains were Native American in original.

Following the discovery, DAHP requested that the City obtain the services of a professional archaeologist to monitor further excavation within the project area. The City selected Northwest Archaeological Associates (NWAA)/SWCA to perform the archaeological monitoring. This firm is well-respected, well-qualified and has sufficient human resources available to adapt to the City's needs.

A NWAA/SWCA monitor was on the jobsite beginning the next day, June 17, 2011. On June 21, 2011, the archaeological monitor identified isolated pockets of shell midden and more human remains immediately east of the original discovery. All further excavation was halted, the City notified DAHP and the second discovery site and exposed midden deposits were secured. On June 20, 2011, DAHP recommended that the City prepare a plan for recovery and documentation of archaeological resources within the project area, in addition to the recovery of archaeological resources within the spoils piles located at a gravel pit just north of Oak Harbor.

State law requires that a qualified archaeologist be either the applicant or a co-applicant on any permit application for archaeological excavation. Northwest Archaeological Associates/SWCA prepared the Excavation Permit for Pioneer Way and Permit No. 2011-33 was issued by DAHP on July 28, 2011. The scope of the permit covers testing, site delineation, recovery of four partially *in situ* burials and screening of piles for human remains, grave goods and artifacts. The proposed contract is inclusive of this general scope of work and the specific requirements of Permit No. 2011-33.

STANDING COMMITTEE REPORT

N/A

RECOMMENDED ACTION

Motion to authorize the Mayor to enter into a professional services agreement with Northwest Archaeological Associates/SWCA Environmental Consultants to perform archaeology services as requested by the Washington State Department of Archaeology and Historic Preservation per Permit No. 2011-33 issued to the City of Oak Harbor on July 28, 2011.

ATTACHMENTS

Exhibit A – Draft SWCA Contract

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2011, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and SWCA ENVIRONMENTAL CONSULTANTS, hereinafter referred to as the "ARCHAEOLOGIST".

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the ARCHAEOLOGIST represents the ARCHAEOLOGIST is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise in the field of archaeology, to perform the services and/or tasks set forth in this Agreement; and

WHEREAS, the ARCHAEOLOGIST is the co-holder of the emergency archaeological excavation permit with the CITY from the Washington State Department of Archaeology and Historical Preservation (the "DAHP")

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. Scope of Services.

The scope of services to be performed pursuant to this Agreement is intended to encompass all the archaeological services identified in Emergency Archaeological Excavation Permit #2011-33 issued by the Washington State Office of Archaeology and Historical Preservation dated July 28, 2011 (the "Permit").

The ARCHAEOLOGIST shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as ARCHAEOLOGIST responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. Term.

The Project began on August 1, 2011, and shall be completed no later than December 31, 2012, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

- 3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY. The ARCHAEOLOGIST shall submit invoices monthly, supported by records indicating the basis for the charges. The CITY shall pay properly supported invoices within thirty (30) days of receipt.
- 3.2 No payment shall be made for any service rendered by the ARCHAEOLOGIST except for services identified and set forth in this Agreement, including all referenced exhibits.
- 3.3 The CITY shall pay the ARCHAEOLOGIST for work performed under this Agreement on a Time and Materials basis with total compensation established at a not-to-exceed (NTE) amount of \$140,000. Payment for ARCHAEOLOGIST services shall accord with the schedule of hourly rates attached hereto as Exhibit "B". (Excluding amounts already paid pursuant to the earlier agreement.)

4. Reports and Inspections.

- 4.1 The ARCHAEOLOGIST at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.
- 4.2 The ARCHAEOLOGIST shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the ARCHAEOLOGIST'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the ARCHAEOLOGIST 'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

- 5.1 The parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the ARCHAEOLOGIST. No agent, employee, servant or representative of the ARCHAEOLOGIST shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the ARCHAEOLOGIST are not entitled to any of the benefits the CITY provides for its employees. The ARCHAEOLOGIST will be solely and entirely

responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

5.2 In the performance of the services herein contemplated, the ARCHAEOLOGIST is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. Service Provider Employees/agents.

The CITY may at its sole discretion require the ARCHAEOLOGIST to remove an employee(s), agent(s) or servant(s) from employment on the scope of services under this Agreement. The ARCHAEOLOGIST may, however, employ that (those) individual(s) on non-CITY related projects.

7. Hold Harmless/Indemnification.

7.1 ARCHAEOLOGIST 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 ARCHAEOLOGIST in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

7.2 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 ARCHAEOLOGIST and the CITY, its officers, officials, employees, and volunteers, the ARCHAEOLOGIST'S liability hereunder shall be only to the extent of the ARCHAEOLOGIST'S negligence. For purposes of this indemnification and hold harmless agreement, the ARCHAEOLOGIST waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated. The provisions of this section shall survive the expiration or termination of this Agreement.

7.3 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. Insurance.

The ARCHAEOLOGIST 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 ARCHAEOLOGIST, its agents, representatives, or employees.

8.1 Minimum Scope of Insurance. ARCHAEOLOGIST shall obtain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the City.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability Insurance appropriate to the ARCHAEOLOGIST 'S profession.

8.2 Minimum Amounts of Insurance. ARCHAEOLOGIST shall maintain the following insurance limits:

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

- 8.3 Other Insurance Provisions. The ARCHAEOLOGIST'S Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
- a. The ARCHAEOLOGIST'S insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the ARCHAEOLOGIST'S insurance and shall not contribute with it.
- 8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 8.5 Verification of Coverage. ARCHAEOLOGIST 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 ARCHAEOLOGIST before commencement of the work.
- 8.6 Notice of Cancellation. The ARCHAEOLOGIST shall provide the CITY with written notice of any policy cancellation, within two business days of their receipt of such notice.
- 8.7 Failure on the part of the ARCHAEOLOGIST to maintain the insurance shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the ARCHAEOLOGIST 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 ARCHAEOLOGIST from the CITY.
- 8.8 No Limitation. ARCHAEOLOGIST'S maintenance of insurance as required by the agreement shall not be construed to limit the liability of the ARCHAEOLOGIST to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

9. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the ARCHAEOLOGIST pursuant to this Agreement, subject to any requirements under the Permit for reporting to the Department of Archaeology and Historical Preservation ("DAHP").

10. Compliance with Laws.

10.1 The ARCHAEOLOGIST, 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 this Agreement to assure quality of services.

10.2 The ARCHAEOLOGIST specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

11.2 Nondiscrimination in Employment. In the performance of this Agreement, the ARCHAEOLOGIST will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The ARCHAEOLOGIST shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The ARCHAEOLOGIST shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

11.3 Nondiscrimination in Services. The ARCHAEOLOGIST will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The ARCHAEOLOGIST shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

12.1 The ARCHAEOLOGIST shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the ARCHAEOLOGIST not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. Maintenance and Inspection of Records.

14.1 The ARCHAEOLOGIST shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14.2 The ARCHAEOLOGIST shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The ARCHAEOLOGIST agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Termination.

Because both parties are necessary participants in the archaeological work allowed under the Permit, neither party may terminate this Agreement without first attempting to negotiate an amendment to this Agreement which would allow the work under the Agreement to go forward. Such negotiations shall be initiated by the party seeking an amendment by written notice to the other party. Upon receipt of such notice, the receiving party shall schedule a meeting within five (5) working days which both parties shall attend. Should the parties fail to reach agreement, the party terminating the Agreement shall bear the burden of showing good cause why that party is not able to comply with the terms of this Agreement or shall be liable for damages for breach of its obligations under this Agreement.

16. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

17. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. Jurisdiction and Venue.

18.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

18.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.

19. Severability.

19.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

20. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF OAK HARBOR
865 SE Barrington Drive
Oak Harbor, WA 98277

ARCHAEOLOGIST:

SWCA ENVIRONMENTAL CONSULTANTS
5418 20th Avenue NW, Suite 200
Seattle, WA 98107

Jim Slowik, Mayor

Christian J. Miss, Seattle Office Director

Attest:

Connie Wheeler, City Clerk

Exhibit A
SCOPE OF SERVICES

**SWCA Environmental Consultants
Pioneer Way Archaeological Recovery Project**

PURPOSE OF SERVICES:

SWCA Environmental Consultants (the "ARCHAEOLOGIST") will provide professional archaeological services to meet the requirements of DAHP Emergency Archaeological Excavation Permit #2011-33 (the "Permit") and the needs of the City in completing construction of road, sidewalk and utility improvements known as the Pioneer Way Improvement Project. ARCHAEOLOGIST is a co-holder of the Permit issued for this work and is authorized by DAHP to perform the archaeological work as provided in the Permit.

All services performed under this Agreement shall be responsive to and consistent with the Permit and with professional standards for archaeological work. Oversight and final approval of all work is the responsibility of the City of Oak Harbor Project Specialist Larry Cort, or as otherwise assigned by the City Administrator, Paul Schmidt.

SCOPE OF SERVICES:

The scope of work under the Permit Services shall fall generally into the categories of Project Management, Historic Research, Field Services, Training and Monitoring Construction Personnel, Plan Development, Consultation and Coordination with Tribes, and Reports and Record-keeping. Extra Services may also be authorized pending outcomes of the work.

The following services will be performed by the ARCHAEOLOGIST:

1. **Project Management.** The ARCHAEOLOGIST will provide project management services associated with the Permit. Said services shall include monitoring of Permit conditions, quality assurance and quality control of all activities related to the Permit, administration of all paperwork required to document the work under the Permit and maintenance of all provisions of this Agreement.
2. **Historic Research.** To the extent not already completed pursuant to earlier agreement with the City (Professional Services Agreement dated July 29, 2011), the ARCHAEOLOGIST will undertake historic research in local and regional archives to collect information about Native American presence in the Oak Harbor vicinity and produce a narrative history of the site as set forth in the Permit.

3. **Field Services.** In accordance with protocols established in the Permit, the ARCHAEOLOGIST shall perform all archaeological tasks set forth in the Permit related to human remains, grave goods, non-human bones and artifacts. This shall include, but not be limited to, all archaeological work described in the application for the Permit now incorporated into the Permit and also:
 - the archaeological testing described in Special Condition #3 and #9;
 - response to the discovery of any additional human remains as set forth in Special Condition #5;
 - screening of soil piles, transportation of recovered resources or human remains, and storage of those items, in compliance with Special Condition #6 and #8; and
 - in coordination with the City, establish a chain of custody for all human remains in accordance with the protocols of the State Physical Anthropologist as required by Special Condition #7.

4. **Plan Development.** To assist the City in meeting its obligations under the Permit to develop plans, ARCHAEOLOGIST shall provide professional advice to City employees assigned to develop such plans. This shall include advice concerning the burial plan required by Special Condition # 13 and the Draft Cultural Resources Management Plan and Inadvertent Discovery Plan for 45IS45 required by Special Condition #12.

5. **Training and Monitoring of Construction Personnel.** Pursuant to Special Condition #2 of the Permit, the ARCHAEOLOGIST shall conduct and/or supervise training of construction personnel on the proposed archaeological work and appropriate procedures before resuming construction. The ARCHAEOLOGIST shall also prepare the draft Agenda of the Training Session required by Special Condition #2 and document that it has been distributed as required under the Permit.

The ARCHAEOLOGIST shall also monitor all construction activities as required by Special Condition #2.

6. **Consultation and Coordination with Tribes.** There are various requirements in the Permit for consultation and coordination with the affected Tribes. Six Tribes have been identified as being affected by the Permit work. These are the Swinomish, the Tulalips, the Stillaguamish, the Samish, the Squamish and Upper Skagits (the "Tribes"). The City has consulted with the Tribes to ensure proper respect for the Tribal interest in the human remains and other ancestral resources affected by the Permit, and such consultation is ongoing. The ARCHAEOLOGIST shall participate in consultation with the Tribes by the City and shall conduct all archaeological work consistent with agreements reached between the City and the Tribes.

In addition, the City and the Tribes will contract for Tribal services monitoring and handling human ancestral remains and archaeological resources affecting Tribal interests. The ARCHAEOLOGIST shall coordinate archaeology work with the Tribes consistent with the Permit, including but not limited to such requirements in Special Condition #5, #7, #8, #13, #16, #17 and #18, and any agreements reached between the Tribes and the City in this regard.

6. **Reports and Record-keeping.** The Permit and Special Conditions impose additional reporting and record-keeping requirements related to the archaeological work done pursuant to that Permit. The ARCHAEOLOGIST shall be responsible for preparing and distributing all reports including those required by Special Condition #4, #9, #10, #11, #14, #15. The ARCHAEOLOGIST shall also participate with the City in meeting the requirements for presentations in Special Condition #17 and #18.
7. **Extra Services.** If additional archaeological services are necessary, the ARCHAEOLOGIST shall work with the City to identify the scope of services and the projected cost. At the City's request, the ARCHAEOLOGIST and the City may enter into an amendment to this Agreement to include additional services.

Exhibit B Schedule and Deliverables

Oak Harbor Recovery		Phase 01: Downtown Recovery		Project Start (est.): 7/5/2011		Project End (est.): 9/1/2011		Project Management / QA-QC Permit Preparation		Safety / Admin		Task 01 Historic Research		Tasks 2 & 3 Field Effort (includes Monitor)	
Project Role	Name	Rate	Hours	Charge	Hours	Charge	Hours	Charge	Hours	Charge	Hours	Charge	Hours	Charge	
Anthropologist	Elizabeth Perry	\$ 225.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
Project Director	Christian Miss	\$ 173.00	40.00	\$ 6,920		\$ -		\$ -		\$ -		\$ -	8.00	\$ 1,800	
Project Manager	Amber Earley	\$ 89.00	40.00	\$ 3,560	4.00	\$ 356		\$ -		\$ -		\$ -	24.00	\$ 4,152	
Historian	Sharon Boswell	\$ 131.00		\$ -		\$ -		\$ -		\$ -		\$ -	80.00	\$ 7,120	
Project Archaeologist	Ross Smith	\$ 89.00	40.00	\$ 3,560	4.00	\$ 356		\$ -		\$ -		\$ -	120.00	\$ 10,680	
Project Osteologist	Jamie Emmick	\$ 79.00		\$ -		\$ -		\$ -		\$ -		\$ -	144.00	\$ 11,376	
Asst Field Director	Yonara Carrilho	\$ 79.00		\$ -		\$ -		\$ -		\$ -		\$ -	168.00	\$ 13,272	
Field Tech	George Bishop	\$ 47.00		\$ -		\$ -		\$ -		\$ -		\$ -	120.00	\$ 5,640	
Field Tech	Sara Timm	\$ 47.00		\$ -		\$ -		\$ -		\$ -		\$ -	120.00	\$ 5,640	
Field Tech	Renee Small	\$ 47.00		\$ -		\$ -		\$ -		\$ -		\$ -	40.00	\$ 1,880	
Field Tech	Colin Lothrop	\$ 47.00		\$ -		\$ -		\$ -		\$ -		\$ -	40.00	\$ 1,880	
Field Tech	Celia Mkolet	\$ 47.00		\$ -		\$ -		\$ -		\$ -		\$ -	40.00	\$ 1,880	
Field Tech	Dave Hedberg	\$ 47.00		\$ -		\$ -		\$ -		\$ -		\$ -	40.00	\$ 1,880	
Field Tech	Sam Crockett	\$ 47.00		\$ -		\$ -		\$ -		\$ -		\$ -	40.00	\$ 1,880	
Field Tech	TBD	\$ 47.00		\$ -		\$ -		\$ -		\$ -		\$ -	80.00	\$ 3,760	
Field Tech	TBD	\$ 47.00		\$ -		\$ -		\$ -		\$ -		\$ -	80.00	\$ 3,760	
Field Tech	TBD	\$ 47.00		\$ -		\$ -		\$ -		\$ -		\$ -	80.00	\$ 3,760	
Clerical	Betty Avens	\$ 68.00		\$ -		\$ -		\$ -		\$ -		\$ -	8.00	\$ 544	
GIS/Production	Johanna Shea	\$ 100.00	16.00	\$ 1,600		\$ -		\$ -		\$ -		\$ -	8.00	\$ 800	
Labor Subtotal			136.00	\$ 14,040	8.00	\$ 712		\$ 11,280	88.00	\$ 11,280	1,320.00	\$ 85,464		\$ 2,564	
Communication Fee - % of Labor		3%		\$ 421		\$ 21		\$ 338		\$ 338		\$ 338		\$ 338	
Labor Total			136.00	\$ 14,461.20	8.00	\$ 733.36		\$ 11,618.40	88.00	\$ 11,618.40	1,320.00	\$ 88,027.92		\$ 2,902	
EXPENSES															
Description	Unit	Rate	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge	
Car Rental	per day	\$ 75.00		\$ -		\$ -		\$ -		\$ -		\$ -	5.00	\$ 375	
Copies (B&W)	per page	\$ 0.10		\$ -		\$ -		\$ -		\$ -		\$ -	800.00	\$ 80	
Lodging	per night	\$ 70.00		\$ -		\$ -		\$ -		\$ -		\$ -	144.00	\$ 10,080	
Mileage	per mile	\$ 0.56		\$ -		\$ -		\$ -		\$ -		\$ -	1,500.00	\$ 840	
Per Diem	per day	\$ 46.00		\$ -		\$ -		\$ -		\$ -		\$ -	144.00	\$ 6,624	
Supplies	enter rate/units or lum	\$ 200.00		\$ -		\$ -		\$ -		\$ -		\$ -	1.00	\$ 200	
Radiocarbon Date	enter rate/units or lum	\$ 565.00		\$ -		\$ -		\$ -		\$ -		\$ -	2.00	\$ 1,130	
Botanical Analysis	enter rate/units or lum	\$ 150.00		\$ -		\$ -		\$ -		\$ -		\$ -	2.00	\$ 300	
Ferry RT	enter rate/units or lum	\$ 31.00		\$ -		\$ -		\$ -		\$ -		\$ -	12.00	\$ 372	
Misc.	enter rate/units or lum	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
Expenses Subtotal				\$ -		\$ -		\$ 400		\$ 400		\$ 60		\$ 3,000	
Markup		15%		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 23,001	
Expenses Total				\$ -		\$ -		\$ 460		\$ 460		\$ -		\$ -	
Project Phase Totals				\$ 14,461		\$ 733		\$ 12,078		\$ 12,078		\$ 23,001		\$ 111,029	

Note: Communication expense is not subject to 15% administrative fee

TOTAL THIS PHASE		Charges	
SWCA Labor Total	114,841	Enter Tax Rate	0.00%
Expenses Total	23,461	Tax	-
Subcontractors Total	-	Total with Tax	-
Total Phase	138,302	Enter Tax Rate	0.00%
Tax Total	-	Tax	-
Total Including Taxes	138,302	Total with Tax	733

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 2
Date: August 16, 2011
Subject: Pioneer Way Site Security Contract

FROM: Cathy Rosen
Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Jim Slowik, Mayor
 Paul Schmidt, City Administrator
 Doug Merriman, Finance Director
 Margery Hite, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to enter into a service agreement with Security Services Northwest, Inc. to provide site security services on SE Pioneer Way between Ireland Street and Ilwaco Street, specifically inside and in the immediate vicinity of the enclosed archaeological investigation site between the hours of 5:00 p.m. and 8:00 a.m. Monday-Sunday and between 8:00 a.m. and 5:00 p.m. on Saturday and Sunday.

AUTHORITY

Oak Harbor Municipal Code states:

2.310.070 Emergency procurements.

Notwithstanding any other provisions of this chapter, the mayor or his/her designated agent(s) may make or authorize others to make emergency procurements of materials, supplies, equipment, services or public works, without complying with the requirements of this chapter, when there exists a threat to public health, welfare, or safety or where the city may suffer a substantial monetary loss by reason of the time required to follow regular purchasing procedures; provided, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract, which shall be reported to the city council at the next subsequent meeting.

FUNDING

Budget Amount: \$ 7,745,000

Funds Required: \$ 50,000

Appropriation Requested: \$ 50,000

Appropriation Source: Fund #104/#401/402/404

City of Oak Harbor City Council Agenda Bill

SUMMARY STATEMENT

Northwest Security Services will provide a uniformed security guard at the enclosed archeological site on SE Pioneer Way between Ireland Street and Ilwaco Street from 5:00 p.m. to 8:00 a.m Monday through Sunday and from 8:00 a.m. to 5:00 p.m. on Saturday, Sunday and Holidays. The security services provided by this agreement began June 29, 2011 and plan to be complete no later than September 15, 2011. The proposed hourly rate for these services is \$45.00/hour with a not to exceed limit of \$50,000.00.

In accordance to our Purchasing Policy, quotes were secured by Public Works Purchasing Agent Sandra Place for these security services.

The emergency procurement method to secure these services is being used to engage the services immediately as further delays would create greater cost impacts to the City with the Pioneer Way General Contractor, with the State Department of Archaeological and Historic Preservation and with the Tribes. The initial contract for security services was projected to be for less than \$30,000. However, the discovery of remains has required the City to extend the duration of the contract, which will soon result in the cost exceeding that amount, requiring approval of Council.

STANDING COMMITTEE REPORT

N/A

RECOMMENDED ACTION

Approve the contract with Security Services Northwest, Inc for site security for the Pioneer Way archaeological site in an amount not to exceed \$50,000.00 and authorize the Mayor to sign the agreement.

ATTACHMENTS

Exhibit A – Draft Security Services Northwest, Inc. Contract
Exhibit B – Quotes secured by Sandra Place.

CONTRACT FOR SERVICES

THIS AGREEMENT, is made and entered into in duplicate this _____ day of _____, 2011, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and Security Services Northwest, Inc, hereinafter referred to as the "SERVICE PROVIDER".

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents the SERVICE PROVIDER is licensed and bonded to provide security services in Washington State and is qualified and possesses sufficient skills and the necessary capabilities to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. Scope of Services.

The SERVICE PROVIDER shall provide security services including the furnishing of all materials and equipment necessary for full performance thereof, as identified and set forth the Scope of Services (Exhibit "A") attached hereto and incorporated herein.

2. Term.

The security services provided pursuant to this Agreement shall begin on June 29, 2011, and shall be completed no later than September 15, 2011, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement. All such services shall be on-call with no service authorized unless approved by the CITY.

3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows: the hourly rate for service provided under this Agreement shall be \$45.00 per hour, with total payments not to exceed \$50,000.

4. Reports and Inspections.

4.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

5.1 The parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

5.2 In the performance of the services herein contemplated, the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. Service Provider Employees/agents.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee(s), agent(s) or servant(s) from employment on the work for the City provided herein. The SERVICE PROVIDER may, however, employ that (those) individual(s) on non-CITY related projects.

7. Hold Harmless/Indemnification.

- 7.1 SERVICE PROVIDER 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, of any nature whatsoever arising out of or resulting from the acts, errors or omissions of the SERVICE PROVIDER in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- 7.2 For purposes of this indemnification and hold harmless agreement, the SERVICE PROVIDER waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.
- 7.3 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. Insurance.

The SERVICE PROVIDER 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 SERVICE PROVIDER, its agents, representatives, or employees.

- 8.1 Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:
- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the City.
 - c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession.

8.2 Minimum Amounts of Insurance. SERVICE PROVIDER shall maintain the following insurance limits:

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

8.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- a. The SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.
- b. The SERVICE PROVIDER'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

8.5 Verification of Coverage. SERVICE PROVIDER 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 SERVICE PROVIDER before commencement of the work.

9. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. Compliance with Laws.

10.1 The SERVICE PROVIDER, 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 this Agreement to assure quality of services.

10.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

11.2 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

11.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

12.1 The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

13. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. Maintenance and Inspection of Records.

14.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Termination.

16.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving at least forty eight (48) hours written notice to the SERVICE PROVIDER. Upon such termination for convenience, the City shall pay the SERVICE PROVIDER for all services provided under this Agreement through the date of termination.

16.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within twenty four (24) hours written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement through the date of termination.

17. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

19.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

SERVICE PROVIDER:

CITY OF OAK HARBOR
865 SE Barrington Drive
Oak Harbor, WA 98277

SECURITY SERVICES NORTHWEST
PO Box 660
Port Townsend, WA 98368

Jim Slowik, Mayor

Joe D'Amico, President

Attest:

Connie Wheeler, City Clerk

3 L P H K

Exhibit A
SCOPE OF WORK

Security Services Northwest, Inc.
Site Security for Pioneer Way Archaeological Site

DESCRIPTION:

Security Services Northwest, (the "Service Provider") will provide site security services on SE Pioneer Way between Ireland Street and Ilwaco Street in the City of Oak Harbor, specifically inside and in the immediate vicinity of the enclosed archaeological investigation site (the "Project"), such that no person shall enter the enclosed archaeological site, move or disturb in any way or for any reason any midden, artifacts, archaeologically significant materials, remains, possible remains, dirt or any other item located or found within the archaeological site, or make any photographic or other reproduction within the archaeological site. Said services shall be responsive to the need to protect the archaeological site and resources from disturbance during those hours when the Service Provider is present. Oversight of all work is the responsibility of the City of Oak Harbor Project Specialist Larry Cort, or as otherwise assigned by the City Administrator. Total fees for this service shall not exceed the amount listed in Section 3 of this Agreement.

SCHEDULE:

Professional security services meeting the direction and desired outcome requested by the City shall be performed between the hours of 5:00 pm and 8:00 am Monday through Sunday and between 8:00 am and 5:00 pm on Saturday, Sunday and holidays.

SCOPE OF SERVICES:

1. **Presence.** Service Provider will provide a security presence which will include at a minimum, one uniformed security guard equipped with mobile communication equipment at the Project during the hours specified in the Schedule.
2. **Response.** In the event of a security breach or threat of a breach by unauthorized personnel into the enclosed archaeological investigation site, Service Provider shall intervene and/or contact I-COM for assistance as appropriate.

From: Sandra Place
Sent: Monday, August 15, 2011 3:00 PM
To: Paul Schmidt
Subject: FW: security vendors
Attachments: DOC065.PDF

From: Sandra Place
Sent: Monday, August 15, 2011 2:45 PM
To: Paul Schmidt
Subject: security vendors

Whatcom Security-Booked up
Vigilant Security Patrol and Trans World-\$16.00 plus tax-would not disclose if licensed and bonded
Security Services NW-we are using them \$45.00 an hour-has done similar type jobs
Whatcom Security Agency Inc-Booked up
Puget Sound Security-\$50 an hour-Booked up

Others called, left message, never returned my call

Let me know if you need anything else.

Sandra Place
Budget & Purchasing Specialist
City of Oak Harbor
Billing: 865 SE Barrington Drive
Shipping: 1400 NE 16th Avenue
Oak Harbor, Washington 98277
Phone: 360-279-4757 Fax: 360-679-3902
splace@oakharbor.org
www.oakharbor.org

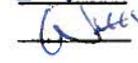
**City of Oak Harbor
City Council Agenda Bill**

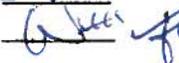
Agenda Bill No. 3
Date: August 16, 2011
Subject: Noise Permit – Click Music

FROM: Paul Schmidt, City Administrator 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Jim Slowik, Mayor

 Doug Merriman, Finance Director

 Margery Hite, City Attorney, as to form

PURPOSE:

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from Click Music for amplified sound associated with a music in the park event scheduled for August 21st, 2011 at Windjammer Park.

AUTHORIZATION:

Oak Harbor Municipal Code (OHMC) 5.50.040(3)(g) provisions relating to Special Events, requires compliance with noise ordinance regulations and laws. OHMC 6.56.030(2)(a) requires Council approval for a noise permit for sound amplification. As this event will include amplified sound, Council approval is required.

The City Council may grant a Noise Permit to deviate from the provisions of OHMC 6.56.030 if it is determined the activity and associated noise: 1) is not undertaken in disregard of the rights of others, or 2) is temporary, or 3) the activity creating the noise constitutes a program of a temporary nature for the benefit of the entire municipality or for the benefit of a charitable purpose.

SUMMARY STATEMENT:

Click Music submitted a Noise Permit request for amplified sound associated with a music in the park event scheduled for August 21st, 2011. The amplified sound will consist of a sound system for live bands.

The Application was reviewed by Fire, Police, and Public Works Departments. A condition of approval for the Noise Permit will be to face the speakers away from the campground area.

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Approve the request for amplified sound by granting the noise permit.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name: Click Music

Location of Event: Windjammer Park Gazebo
and surrounding area

Date of Event: August 21, 2011

Hours of Operation: 2:00 p.m. – 7:00 p.m.

Permitted Noise: Sound system for live bands

Approval Conditions: Face speakers away from campground
area

Date of City Council
Approval:

Issued this day of August, 2011.

Karen Crouch, Special Events Coordinator

This Noise Permit is limited to the date and time specified.

Please post this notice on site