



**November 18, 2014**

**CITY COUNCIL AGENDA**

**6:00 p.m.**

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1. **CALL TO ORDER**  
Invocation/Pledge of Allegiance
2. **HONORS AND RECOGNITIONS**  
Proclamation of DECA (Distributive Education Clubs of America) Week for the week of November 17<sup>th</sup>.
3. **PRESENTATIONS**  
North Sound Chapter of Demolay – Branden Dawson
4. **APPROVAL OF AGENDA**
5. **CITIZEN COMMENT PERIOD**
6. **CONSENT AGENDA**
  - a. Minutes of the Special and Regular City Council meeting held on November 5, 2014.
  - b. Approval of Accounts Payable and Check Numbers.
  - c. Appointment of Penny Perka to the Oak Harbor Youth Commission for a term of three (3) years beginning December 2014 and ending December 2017.
  - d. Reappointment of Marshall Goldberg to the Oak Harbor Library Board for a term of five (5) years expiring December 2019.
  - e. Resolution 14-45: Utility Tax for Arts Acquisition Fund #115.
  - f. Microsoft Enterprise Agreement Renewal for 3-year term
  - g. Authorize the Mayor to sign the Final Contract Voucher Certificate for the Public Works Truck Scale.
  - h. Authorize the Mayor to sign the Final Contract Voucher Certificate for the 42' Stormwater Out-fall at Windjammer Park.
  - i. Leave a Book/Take a Book Program at Windjammer Park.
7. **STAFF, MAYOR AND COUNCIL COMMENTS**
  - a. City Administrator
    - 2015 Whidbey Island Marathon update from the Race Director
  - b. Mayor
  - c. Councilmembers



November 18, 2014

**CITY COUNCIL AGENDA**

6:00 p.m.

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**8. ORDINANCE AND RESOLUTIONS**

- a. Resolution 14-40: 2015 Legislative Priorities
- b. Resolution 14-46: Remove restriction on Pioneer Plaza funds designation for lodging tax revenues.
- c. Resolution 14-47: HDPD Health Savings Account Funding for 2015

**9. PUBLIC HEARINGS/PUBLIC MEETINGS**

**10. UNFINISHED BUSINESS**

**11. NEW BUSINESS**

- a. Authorize the Mayor to sign Amendment No. 2 to the Gray & Osborne Professional Services Agreement for the Water System Plan.
- b. Authorize the Mayor to sign a Professional Services Agreement with BHC Consulting for the Stormwater Management Plan.

**12. ADJOURNMENT**

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, if you wish to speak, please sign your name to the sign-up sheet, located in the Council Chambers. The Council will take all information under advisement. 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!

To assure disabled persons the opportunity to participate in or benefit from City services, please provide 24-hour advance notice to the City Clerk at (360) 279-4539 for additional arrangements to reasonably accommodate special needs.

# Proclamation

**Whereas:** DECA (Distributive Education Clubs of America) is an international association of marketing students; and

**Whereas:** its focus is the education of all aspects of marketing, including professionalism, public relations, sales, leadership, civic consciousness and employment application skills; and

**Whereas:** by teaching these skills to students, the community is provided with future leaders aware of civic problems and the capacity to solve them; and

**Whereas:** by teaching selling, professionalism and employment application skills, the community is provided with a skilled workforce with a smaller percentage of unemployed youth; and

**Whereas:** DECA provides thousands of dollars in scholarships, allowing more people a chance to further their education,

**Now Therefore,** I, Scott Dudley, by virtue of the authority vested in me as Mayor of the City of Oak Harbor, in the State of Washington, do hereby proclaim the week of November 17<sup>th</sup> through 23<sup>rd</sup> as:

## DECA Week

*in the City of Oak Harbor increasing awareness of this noble organization, making more people aware of the life enriching opportunities available to them through DECA, and encouraging all citizens to join in this observance.*

**In Witness Whereof,** *I hereunto set my hand and caused the*

*Official Seal of the City of Oak Harbor, Washington, to be affixed hereunto on this*

\_\_\_\_\_ day of \_\_\_\_\_ 2014.

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Scott Dudley, Mayor

Oak Harbor City Council  
Regular Meeting Minutes  
November 5, 2014

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**CALL TO ORDER**

Mayor Dudley called the meeting to order at 6:00 p.m.

**ROLL CALL**

Present:

Mayor Scott Dudley  
Mayor Pro Tem Danny Paggao  
Councilmember Jim Campbell  
Councilmember Joel Servatius  
Councilmember Bob Severns  
Councilmember Tara Hizon  
Councilmember Beth Munns  
Councilmember Rick Almberg

Staff Present:

City Administrator Larry Cort  
Finance Director Doug Merriman  
City Attorney Nikki Esparza  
Chief of Police Ed Green  
Chief of Fire Ray Merrill  
Public Works Director Cathy Rosen  
Development Serv. Director Steve Powers  
City Engineer Joe Stowell  
Human Resources Director Sara Piccone  
Senior Planner Cac Kamak  
Exec. Assist. to the Mayor Kellye Mazzoli  
City Clerk Anna Thompson

**PLEDGE OF ALLEGIANCE/INVOCATION**

Councilmember Jim Campbell gave the invocation, and Mayor Scott Dudley lead the pledge of allegiance.

**HONORS AND RECOGNITIONS**

Councilmember Jim Campbell read the Proclamation in Recognition of Veteran's Day, and presented to Proclamation to Terry Lacey. Mr. Lacey announced the Veteran's Day Parade event in the City on November 11, 2014.

Skip Pohtilla announced upcoming City events in honor of Veteran's Day.

**PRESENTATION**

Lisa Clark, Director of the Island County Opportunity Council, addressed the City Council about the programs and services offered by the Opportunity Council.

**APPROVAL OF AGENDA**

**Motion:** Councilmember Hizon moved approve the Agenda as presented. Motion Seconded by Councilmember Servatius, unanimously approved.

## CITIZEN COMMENT PERIOD

Mayor Scott Dudley opened the citizen comment period at 6:23 p.m.

### Citizen Comments

Skip Pohtilla  
Christine Cribb

Mayor Dudley closed the comment period at 6:26 p.m.

## CONSENT AGENDA

- a. Minutes of the Special Meeting and Regular City Council meeting held on October 21, 2014; Workshop held on October 22, 2014, and Parliamentary Workshop held on October 30, 2014.
- b. Approval of Payroll and Accounts Payable.
- c. Authorize the Mayor to sign the 2016 Water Quality Financial Assistance loan application.
- d. Authorize the Mayor to sign Amendment No. 1 to Forest City Agreement for Animal Control Services.
- e. Authorize the Mayor to sign the Amendment to the Washington State Department of Corrections Contract.
- f. Ordinance 1706: Ordinance Repealing OHMC 2.04 entitled 'Salary of the Mayor and Councilmen'.

Councilmember Servatius pulled Consent Agenda Item 6.a.

**Motion:** Councilmember Severns moved to approve Consent Agenda items 6.b through 6.f as presented. Motion seconded by Councilmember Campbell, carried unanimously.

Mr. Servatius asked to amend Minutes of the Regular Meeting held on October 21, 2014, page 8, to correct the spelling of Mr. Merickel's name and to reflect that he spoke in support of the Whidbey Avenue Crosswalk project.

**Motion:** Councilmember Servatius moved to approve the Consent Agenda item 6.a as amended. Councilmember Almberg seconded the motion, carried unanimously.

## MAYOR, STAFF AND COUNCIL COMMENTS

### City Administrator

Melissa Riker will provide an update on the 2015 Whidbey Island Marathon at the November 18, 2014 Council Meeting.

### Mayor

Mayor Dudley announced the success of the Halloween event at Downtown Pioneer on October 31, 2014.

The new art displayed in City Council Chambers was created by Oak Harbor resident and professional photographer Erik Lawrenz.

### Councilmembers

Councilmember Campbell recognized the efforts and success of the Lodging Tax Advisory Committee meeting held on November 3, 2014.

Councilmember Almberg recognized the Oak Harbor High School staff administration and player's decision to forfeit the championship to Marysville Pilchuck High School due to the shooting crisis on October 24, 2014.

Councilmember Munns thanked the Downtown Safe Treats event for children on Halloween and monetary donations for candy from Island Thrift. Mike McCarty, CEO of AWC, is retiring and proposed that we present a small momentum to him to show the Council's appreciation for his service to Washington Cities.

The Council agreed to provide a card for Mr. McCarty.

Councilmember Severns announced new programs sponsored by the Economic Development Council.

Councilmember Hizon announced arts pieces dedicated to the Oak Harbor High School. M s. Hizon then announced upcoming community events including a community conversation regarding homelessness, hosted by the Spin Café on November 12, and the Youth Commission event "*What Everyone Needs to Know about Teems and Drug Use*" by Dr. Joseph Lee on November 13, 2014 at 6:30 p.m. at Oak Harbor High School. Councilmember Hizon spoke in favor of Congressman Rick Larson's election for District 2 of Washington in the House of Representatives.

Councilmember Servatius commented on the value of the Parliamentary Training held on October 30, 2014. He spoke in support of the electronic program to create the City Council Agenda Packets.

**Motion:** Councilmember Servatius moved to instruct staff to prepare an Agenda Bill for November, 18, 2014 City Council Meeting to consider removing the restriction on the Pioneer Plaza Project funds. Motion seconded by Councilmember Hizon.

The Councilmembers discussed the use of the Lodging Tax (LTAC) Hotel/Motel 2% funds and their recommendations.

Finance Director Doug Merriman explained the history of the funding strategy for the clock tower project.

## **ORDINANCES AND RESOLUTIONS**

Resolution 14-38: Affirming the Support of the City of Oak Harbor during the EIS Scoping Period for the new Growler Squadrons

Dr. Cort, City Administrator, provided the staff report.

Mayor Scott Dudley opened the meeting for public comments at 7:01 p.m., no comments, closed at 7:01 p.m.

Councilmembers AlMBERG, Munns, Severns, Hizon, and Mayor Pro Tem Paggao spoke in support of Resolution 14-38.

**Resolution 14-38: Affirming the Support of the City of Oak Harbor during the EIS Scoping Period for the new Growler Squadrons**

**Motion:** Councilmember Munns moved to adopt Resolution 14-38. Motion Seconded by Councilmember Campbell, carried unanimously.

**PUBLIC HEARINGS/PUBLIC MEETINGS**

Resolution 14-37: Adopt the Six-Year Transportation Improvement Program (TIP)  
City Engineer Joe Stowell presented the staff report.

Mayor Scott Dudley opened the public hearing at 7:11 p.m., no comments, closed at 7:11 p.m.

**Resolution 14-37: Adopt the Six-Year Transportation Improvement Program (TIP)**

**Motion:** Councilmember Servatius moved to adopt Resolution 14-37: Adoption of the Six-Year Transportation Improvement Program (TIP). Motion seconded by Councilmember Munns, carried unanimously.

Ordinance 1703: 2014 Comprehensive Plan Amendments

Development Director Steve Powers introduced Senior Planner Cac Kamac, who presented the staff report.

Mayor Scott Dudley opened the public hearing at 7:29 p.m., no comments, closed at 7:29 p.m.

**Ordinance 1703: 2014 Comprehensive Plan Amendments**

**Motion:** Councilmember Hizon moved to adopt Ordinance 1703 adopting 2014 Comprehensive Plan Amendments. Motion Seconded by Councilmember Severns, carried unanimously.

Mayor Dudley called a five-minute recess at 7:33 pm, and the Mayor reconvened the meeting at 7:40 p.m.

Ordinance 1702: Property Tax Levy

Finance Director Doug Merriman provided to staff report.

Mayor Scott Dudley opened the public hearing at 7:52 p.m., no comments, closed at 7:52 p.m.

Councilmember Severns made inquiries about the report and voiced concerned about rate increases to our citizens.

Councilmember Alberg asked questions about the presentation. Mr. Alberg stated that he will not support Ordinance 1702.

Mayor Pro Tem Paggao spoke in support of this property tax levy in order to help the deficit.

Councilmember Campbell added that he will support this tax, but may not support this Levy next year.

Councilmember Munns thanked Mr. Merriman for the presentation.

Councilmember Servatius asked Mr. Merriman to repeat some figures from the presentation. He spoke in support of this Tax in order to provide adequate services to the community.

Councilmember Alberg repeat Councilmember Servatius' position and made the decision to support the tax.

### **Ordinance 1702: Property Tax Levy**

**Motion:** Councilmember Alberg moved to adopt Ordinance 1702. Motion Seconded by Councilmember Servatius, carried by majority vote.

Councilmember Severns opposed.

### **UNFINISHED BUSINESS**

#### Discussion on Waste Water Treatment Plant Bonding Options.

Finance Director Doug Merriman provided a framework for the upcoming discussion and introduced the City's Financial Advisor on the Waste Water treatment Plant, Susan Musselman of Public Financial Management.

Susan Musselman presented the Council with financial options and information for the Waste Water Treatment Project.

Mayor Dudley opened the meeting for public comment at 8:50 p.m., no comments, closed at 8:50 p.m.

The Councilmembers asked about financial options to Susan Musselman.

**Motion:** Councilmember Servatius moved to extend the council meeting to 10:00 p.m. Councilmember Alberg seconded the motion. Motion unanimously approved

### **NEW BUSINESS**

#### Discussion and action on the 2015-16 allocation of utility tax to the Art Acquisition and Maintenance Fund

Finance Director Doug Merriman presented the staff report.

Mayor Scott Dudley opened the meeting for public comments at 9:15 p.m.

## Citizen Comments

Skip Pohtilla, Chair of the Arts Commission, spoke in support of the current allocation of utility tax to the Art Commission.

Mayor Dudley closed the public comments at 9:17 p.m.

### **Discussion and action on the 2015-16 allocation of utility tax to the Art Acquisition and Maintenance Fund**

Councilmembers asked questions to the Finance Director regarding the Art fund. The Council discussed changing the present allocation of the utility tax funds.

Councilmember Campbell explained that the he would like to know what projects the Arts Commission has proposed in the future to help with the decision-making process.

**Motion:** Councilmember Servatius moved to extend the Council meeting to 10:30 p.m. Motion seconded on Mayor Pro Tem Paggao, unanimously approved.

**Motion:** Councilmember Almberg moved to leave the utility tax dollars that are currently allocated to the Arts Commission of a quarter percent utility tax – continue that as is, but with a cap of \$50,000.00 a year making that the maximum amount per year. Motion seconded by Councilmember Campbell, passed by majority vote.

Councilmembers Munns, Hizon, and Servatius opposed the Motion.

## **ADJOURNMENT**

Councilmember Hizon moved to adjourn, seconded by Councilmember Campbell, unanimously carried.

The meeting adjourned at 10:08 p.m.

Anna M. Thompson, City Clerk

Oak Harbor City Council  
Special Workshop Meeting Minutes  
November 5, 2014

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**CALL TO ORDER**

Mayor Dudley called the meeting to order at 2:00 p.m. and asked the staff and councilmembers to introduce themselves.

**ROLL CALL**

Present:

Mayor Scott Dudley  
Mayor Pro Tem Danny Paggao  
Councilmember Jim Campbell  
Councilmember Bob Severns  
Councilmember Joel Servatius  
Councilmember Tara Hizon  
Councilmember Rick Almberg

Staff Present:

City Administrator Larry Cort  
Finance Director Doug Merriman  
City Attorney Nikki Esparza  
Chief of Police Ed Green  
Chief of Fire Ray Merrill  
Public Works Director Cathy Rosen  
Dev. Services Director Steve Powers  
City Engineer Joe Stowell  
Human Resources Director Sara Piccone  
Exec. Assist. to the Mayor Kellye Mazzoli  
City Accountant Tallie Boyer  
Police Exec. Assistant Meg Massey  
Senior Services Admin. Mike McIntyre  
City Clerk Anna Thompson

Councilmember Munns was absent.

**AGENDA**

2015-2016 Budget and 2015-2020 Capital Improvement Program Discussion

Doug Merriman, Finance Director reported on the 2015-2016 Biennial Budget.

Mr. Merriman explained that the increase in the 2015-16 budget compared the last biennial budget is largely due to the cost of the Waste Water Plant Project. Mr. Merriman discussed some of the necessary figures listed in the biennial budget, which are due to governmental accounting requirements.

Dr. Cort inserted discussion regarding union-represented employee salaries. The next issue is what to do with non-union employee salaries relating to the 2015-16 budget. The City policy is to pay salaries based on the market - what other nearby cities pay the same positions. The market adjustment for unrepresented employees is not yet reflected in the proposed budget.

Health Insurance benefits, including the health savings account funding, for the next two years must also be decided. Staff recommendation is to fund the health savings accounts to the maximum amount allowed by the IRS. The Council will need to make a decision on funding the health savings accounts during open enrollment period, before the end of November 2014.

Councilmember Servatius asked to which employees the fully funded health savings plan applies.

Councilmember Almborg spoke on specific department budget differences from the amended 2014 budget and the proposed 2015-16 budget. Mr. Merriman explained why the projected 2015-16 budget expenses are higher than last years'.

Councilmember Severns spoke on the differences in the upcoming biennial budget, which is largely contributable to the expenses for the waste water treatment plant project.

Mr. Merriman discussed the projected budgets for each department for the next two years. He provided a breakdown of the department budgets into salaries and benefits and then discretionary expenses. It has been proposed to eliminate Medical benefits for the Mayor and Councilmembers for the 2015-16 biennial budget.

#### Councilmember's Budget

Councilmember Severns asked for clarification of tier 1 expenses.

Councilmember Servatius asked what tier the funds will be pulled from to purchase iPads for the City Council.

Councilmember Severns asked who proposed to eliminate the Council's medical coverage and then asked about the internal review process of the budget. Dr. Cort added that there are four tiers of review for the budget.

#### Mayor's Budget

Mr. Merriman briefly explained proposed changes for the Mayor's budget.

#### Legal Budget

The Finance Director pointed out that another increase in expenses is for the Public Defense Contract, based on recent negative findings against the City of Mount Vernon by the U.S. District Court in Seattle.

The municipal court expenses will actually be reduced from 22% to 17% based on the average caseload projected for the next two years.

Councilmember Hizon inquired about the labor expenses allotted in the Mayor's budget, which does include the executive assistant's salary.

#### Administration

Dr. Cort discussed additional fulltime positions proposed to be funded in 2015, including the Executive Assistant to the City Administrator and Economic Development Director. The decision will ultimately be up to the Council to fund these positions.

Councilmember Hizon asked whether there is a replacement to the part-time Development Director position. The position was recently vacated by Ethan Spoo. Dr. Cort responded that the City staff has contracted Lodging Tax Advisory Committee duties to Mr. Spoo's new employer, a private planning firm.

### Human Resources Budget

The Finance Director is proposing a new system for employee accounts – where actual accounts will be set up by Human Resources (HR) and Finance will simply code the bills. This system will add checks and balances to help prevent fraud.

Human Resources Director Sara Piccone discussed the need to purchase software that more accurately tracks hourly employees' hours in order to comply with the Affordable Care Act, which requires that employees who work over 30 hours must receive health benefits from their employer. Ms. Piccone explained that overall, the tracking software will lower costs in staff time by moving from paper to electronic tracking means.

Councilmember Hizon spoke in support of software to track employee hours.

### Finance Department Budget

Dr. Merriman explained necessary upgrades in the finance office for safety. He plans to propose re-funding the finance associate's position, which has been vacant for some time.

### Development Services Budget

Discussion of proposed changes in the Development Services Department.

### General Government

This fund covers our overhead costs. Liability insurance with WCIA has increased based on recent number of claims filed.

Councilmember Almberg is interested in how WCIA calculates annual liability premiums.

Mayor Pro Tem Paggao asked about production expenses and budgeted security upgrades.

### Police Department Budget

Police Chief Green stated that there is a need for additional staffing in multiple divisions of the Police Department.

### Animal Control Budget

There is a need to update our facilities at the Animal Shelter. Dr. Cort and Mr. Merriman discussed possible financial resources as well as alternative facilities.

### Fire Department

The fire department has requested additional staffing for fulltime positions as well as Paid on Calls.

Councilmember Hizon asked about Oak Harbor's Fire Department staffing as compared to other cities on a per capita basis. Chief Merrill responded that Oak Harbor's staffing per capita is significantly lower than the average.

Councilmember Almberg and Mayor Pro Tem Paggao discussed ratios of Fire department staffing to citizens, which is below the market average.

### Emergency Services Budget

Brief discussion of emergency services budget, which comes from the Fire Department's budget.

### Parks Department Budget

There are some project repairs needed in two City parks.

### Library Budget

We have an arrangement in place where the City pays a pro-rated share of the Library's maintenance fees, and then we pass that expense on to Skagit Valley College.

Councilmember Severns and Almberg asked follow-up questions regarding the proposed budget. Mr. Merriman explained the in-house budget approval process.

### Reserve Policies

Finance Director Doug Merriman discussed minimum fund balance requirements for City reserves and conflicting reserve policies.

### **2015-2020 Comprehensive Improvement Plan (CIP) Discussion**

Development Director Steve Powers explained that this item was scheduled on the Agenda in order to answer any of the Councilmember's questions on the 2015-2020 CIP before the public hearing set for November 18, 2014.

No questions.

### **ADJOURNMENT**

Mayor Scott Dudley adjourned the meeting at 4:34 p.m.

Anna M. Thompson, City Clerk

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

Bill No. 6. b.  
Date: November 18, 2014  
Subject: Approval of Accounts Payable  
and Payroll Check Numbers.

**FROM: Doug Merriman, Finance Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**PURPOSE**

**SUMMARY STATEMENT**

Oak Harbor Municipal Code Chapter 3.72 establishes procedures for claims (vouchers) payment. The documentation that regularly supports the signature coversheets is attached. Claim coversheets will be provided prior to the City Council meeting for appropriate Council signatures.

**FISCAL IMPACT DESCRIPTION**

**PREVIOUS COUNCIL ACTIONS**

**CITY COUNCIL WORKSHOP**

**RECOMMENDED ACTION**

I move to approve:

Accounts Payable Vouchers and Payroll Checks, see Voucher Numbers listed in the attachments and Check Numbers listed in the November 18, 2014 Regular Agenda.

**DISCUSSION**

Approval of *Accounts Payable Voucher Numbers*:

- 160285 through 160446 in the amount of \$669,289.24.

Approval of *Payroll Check Numbers*:

- Direct Deposit Numbers 32786 through 92916.
- EFT Numbers 661 through 663.
- Payroll Check Numbers 97610 through 97622.

**AUTHORITY**

**ATTACHMENTS**

1. Voucher Listing No. 1
2. Voucher Listing No. 2

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160285	10/31/2014	0000490 LABOR & INDUSTRIES, WASHINGTON STATE	093014		LABOR & INDUSTRIES	243.83
					<b>Total :</b>	<b>243.83</b>
160286	10/31/2014	0000780 SABALOUSKY, JANET	TRAVEL ADVANCE		TRAVEL ADVANCE	141.50
					<b>Total :</b>	<b>141.50</b>
<b>2 Vouchers for bank code :</b>		bank			<b>Bank total :</b>	<b>385.33</b>
<b>2 Vouchers in this report</b>					<b>Total vouchers :</b>	<b>385.33</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160287	11/7/2014	0000066 AWC EMPLOYEES BENEFITS TRUST	110714		PREMIUMS	43.01
					<b>Total :</b>	<b>43.01</b>
160288	11/7/2014	0000860 STANDARD INSURANCE COMPANY	103114		LONG TERM DISABILITY	4,321.79
					<b>Total :</b>	<b>4,321.79</b>
160289	11/10/2014	0000950 LICENSING, WASHINGTON STATE DEPT OF	102914		CONCEALED WEAPONS PERMITS	651.00
					<b>Total :</b>	<b>651.00</b>
160290	11/10/2014	0000490 LABOR & INDUSTRIES, WASHINGTON STATE	103114		LABOR & INDUSTRIES	42.60
					<b>Total :</b>	<b>42.60</b>
160291	11/12/2014	0007273 CAMPGROUND AUTOMATION SYS, INC	2539		PARK MANAGEMENT SYSTEM	185.00
					<b>Total :</b>	<b>185.00</b>
160292	11/12/2014	0007449 A-1 PERFORMANCE, INC	21653 21738 21763		JANITORIAL SERVICES JANITORIAL SERVICES CARPET CLEANER	315.25 2,813.06 36.08
					<b>Total :</b>	<b>3,164.39</b>
160293	11/12/2014	0007332 ADAMSON POLICE PRODUCTS	INV154222 INV156443 INV156444		DELTA II SPORT BELT BELT	117.34 42.94 64.08
					<b>Total :</b>	<b>224.36</b>
160294	11/12/2014	0005405 AGRICULTURE, UNITED STATES DEPT OF	3001448067		ANIMAL AND PLANT HEALTH INSPECTI	381.45
					<b>Total :</b>	<b>381.45</b>
160295	11/12/2014	0000028 ALL ISLAND LOCK & KEY	24532		PADLOCKS	65.48
					<b>Total :</b>	<b>65.48</b>
160296	11/12/2014	0000029 ALL PHASE ELECTRIC SUPPLY	0952-722381		LAMP/KIT/BALLAST	242.73
					<b>Total :</b>	<b>242.73</b>
160297	11/12/2014	0007650 AM CONSERVATION GROUP, INC	0151844-IN		SHOWERHEADS	871.80
					<b>Total :</b>	<b>871.80</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160298	11/12/2014	0000042 ANACORTES, CITY OF	900-9080-00 901-9080-01 901-9080-02		OCT 2014/WATER PURCHASED OCT 2014/WATER PURCHASED OCT 2014/WATER PURCHASED	116,316.04 1,055.27 9,148.12
					<b>Total :</b>	<b>126,519.43</b>
160299	11/12/2014	0007664 ANDERSON, MARK	962		MOORAGE REFUND	131.87
					<b>Total :</b>	<b>131.87</b>
160300	11/12/2014	0002629 ANDREWS, KEITH	3972		MOORAGE REFUND	26.98
					<b>Total :</b>	<b>26.98</b>
160301	11/12/2014	0007606 ANDREWS, KIM	EXP REIMB		EXP REIMB	100.00
					<b>Total :</b>	<b>100.00</b>
160302	11/12/2014	0004019 ASSOCIATED PETROLEUM PRODUCTS	0648742-IN 0651897-IN 0654926-IN		FUEL FUEL FUEL	3,571.77 7,621.73 5,048.16
					<b>Total :</b>	<b>16,241.66</b>
160303	11/12/2014	0000159 AT&T MOBILITY	287249477751X1024201		AIRCARDS	474.06
					<b>Total :</b>	<b>474.06</b>
160304	11/12/2014	0007657 AYBAR, GUADALUPE	110514		KEY DEPOSIT REFUND	5.00
					<b>Total :</b>	<b>5.00</b>
160305	11/12/2014	0007667 BAIN, SAM	439		MOORAGE REFUND	97.98
					<b>Total :</b>	<b>97.98</b>
160306	11/12/2014	0004733 BARRON HEATING & AIR COND, INC	154313 154387 154388 154665		PREVENTATIVE MAINTENANCE PREVENTATIVE MAINTENANCE PREVENTATIVE MAINTENANCE PREVENTATIVE MAINTENANCE	29.57 543.64 275.42 1,063.14
					<b>Total :</b>	<b>1,911.77</b>
160307	11/12/2014	0000083 BAZA, ALVIN	110614		WELLNESS INCENTIVE	20.00
					<b>Total :</b>	<b>20.00</b>
160308	11/12/2014	0000091 BENS CLEANER SALES, INC	254093		OIL	283.71

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160308	11/12/2014	0000091 0000091 BENS CLEANER SALES, INC	(Continued)			<b>Total : 283.71</b>
160309	11/12/2014	0000094 BERG VAULT COMPANY	61125		RING/LOCKING	79.21
						<b>Total : 79.21</b>
160310	11/12/2014	0003097 BOYER, TALLIE	110614		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
160311	11/12/2014	0007665 BURNETT, ELKA	959		MOORAGE REFUND	56.52
						<b>Total : 56.52</b>
160312	11/12/2014	0002644 C JOHNSON CONSTRUCTION, INC	3		PROF SVC/TRUCK SCALE	28,137.00
						<b>Total : 28,137.00</b>
160313	11/12/2014	0000627 CAPITAL ONE COMMERCIAL	174340295211		SUPPLIES	412.71
						<b>Total : 412.71</b>
160314	11/12/2014	0006215 CAROLLO	0137149		PROF SVC/WASTEWATER TREATMENT	67,201.54
						<b>Total : 67,201.54</b>
160315	11/12/2014	0005889 CASCADE RECREATION, INC	6541		BAGGIE DISPENSERS	109.24
						<b>Total : 109.24</b>
160316	11/12/2014	0007666 CHILDERS, JOE	7468		MOORAGE REFUND	43.13
						<b>Total : 43.13</b>
160317	11/12/2014	0004520 COASTAL WEAR PRODUCTS	5204		GUTTERBROOMS	574.54
						<b>Total : 574.54</b>
160318	11/12/2014	0007655 COBAN TECHNOLOGIES, INC	8821		HD CAMPPLATE/CAMERA/ANTENNA/D)	20,452.99
						<b>Total : 20,452.99</b>
160319	11/12/2014	0005773 COMCAST	8498300270032002 8498300271046803		CABLE INTERNET	112.74 409.84
						<b>Total : 522.58</b>
160320	11/12/2014	0000197 CONCRETE NORWEST	990555		11CDA20	628.84
						<b>Total : 628.84</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160321	11/12/2014	0007074 COX, GENEVIEVE	081814		WELLNESS INCENTIVE	20.00
			110614		WELLNESS INCENTIVE	20.00
<b>Total :</b>						<b>40.00</b>
160322	11/12/2014	0000225 DAILY JOURNAL OF COMMERCE	3293819		BID CALL/ELEVATOR MAINT	193.80
<b>Total :</b>						<b>193.80</b>
160323	11/12/2014	0000247 DIAMOND RENTALS	1-500608-34		PORTABLES	49.95
			1-500619-34		PORTABLES	49.95
			1-509920-18		PORTABLES	49.95
			1-515826-9		PORTABLES	49.95
			1-521007-2		PORTABLES	49.95
			1-521401		PORTABLES	49.95
			1-521402		PORTABLES	99.90
			1-521403		PORTABLES	49.95
			1-521404		PORTABLES	49.95
			1-521405		PORTABLES	49.95
			1-521406		PORTABLES	49.95
<b>Total :</b>						<b>599.40</b>
160324	11/12/2014	0007659 DICKINSON, ROBERT	6976		MOORAGE REFUND	105.85
<b>Total :</b>						<b>105.85</b>
160325	11/12/2014	0000257 DUTCH MAID CLEANERS	103114		OCT 2014/LAUNDRY SERVICES	262.74
			1079		LAUNDRY SERVICES	19.56
<b>Total :</b>						<b>282.30</b>
160326	11/12/2014	0005622 EC POWER SYSTEMS	417839		GENERATOR TESTING	1,435.41
			417996		GENERATOR TESTING	455.46
			417997		GENERATOR TESTING	439.15
			417998		GENERATOR TESTING	439.15
			418001		GENERATOR TESTING	436.43
			418002		GENERATOR TESTING	439.15
			418003		GENERATOR TESTING	439.15
			418004		GENERATOR TESTING	436.43
			418005		GENERATOR TESTING	433.72
			418006		GENERATOR TESTING	436.43

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160326	11/12/2014	0005622 EC POWER SYSTEMS	(Continued)			
			418007		GENERATOR TESTING	436.43
			418008		GENERATOR TESTING	433.72
			418009		GENERATOR TESTING	433.72
			418010		GENERATOR TESTING	436.43
			418011		GENERATOR TESTING	493.50
			418013		GENERATOR TESTING	531.55
					<b>Total :</b>	<b>8,155.83</b>
160327	11/12/2014	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	110414		CERTIFICATION RENEWALS	270.00
					<b>Total :</b>	<b>270.00</b>
160328	11/12/2014	0000273 EDGE ANALYTICAL, INC	14-21025		TESTING	18.00
					<b>Total :</b>	<b>18.00</b>
160329	11/12/2014	0007669 EJ USA, INC	3782325		RISERS	181.82
					<b>Total :</b>	<b>181.82</b>
160330	11/12/2014	0006209 ELLIOTT TIRE & SERVICE, INC	092673		TIRES	1,047.43
					<b>Total :</b>	<b>1,047.43</b>
160331	11/12/2014	0000278 EMERALD SERVICES, INC	I314795		RECYCLING	313.68
					<b>Total :</b>	<b>313.68</b>
160332	11/12/2014	0007334 ENVIRONIX	404112		ASBESTOS SAMPLING	625.00
					<b>Total :</b>	<b>625.00</b>
160333	11/12/2014	0006389 EQ HARBOR SERVICE, INC	1135		ENGINE MAINTENANCE	1,026.19
					<b>Total :</b>	<b>1,026.19</b>
160334	11/12/2014	0006747 EQUINOX RESEARCH & CONSULTING	11-410-6 13-475-5		PROF SVC/42" OUTFALL PROF SVC/WWTP	68,015.26 43,818.94
					<b>Total :</b>	<b>111,834.20</b>
160335	11/12/2014	0002900 FASTENAL	WAOAK18534 WAOAK18576 WAOAK18577 WAOAK18589		COVERALLS HOSE CLMP SAFETY GLASS LOCK NUT	407.58 46.88 170.78 152.86

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160335	11/12/2014	0002900 FASTENAL	(Continued) WAOAK18594		FASTENERS	16.49
<b>Total :</b>						<b>794.59</b>
160336	11/12/2014	0006991 FIKSE, JOSH	110614		WELLNESS INCENTIVE	20.00
<b>Total :</b>						<b>20.00</b>
160337	11/12/2014	0003413 FIRE SERVICE BOOKSTORE	300005543		FIRE AND EMERGENCY SERVICES INS	449.24
<b>Total :</b>						<b>449.24</b>
160338	11/12/2014	0007141 FREEDOM PROPERTIES, LLC	113014		DEC 2014/ANIMAL SHELTER	2,500.00
<b>Total :</b>						<b>2,500.00</b>
160339	11/12/2014	0000355 FRONTIER	240-2350 279-8539 675-1568 675-1669 675-6858 679-0500 679-1640 679-1651 679-1789 679-2628 679-3902 679-8477		CURRENT PHONE CHARGES CURRENT PHONE CHARGES	1,295.84 130.94 229.38 67.94 62.61 66.85 62.76 62.61 62.76 357.84 67.52 89.24
<b>Total :</b>						<b>2,556.29</b>
160340	11/12/2014	0000326 FRONTIER BUILDING SUPPLY	100080 100156 100166		TREATED FENCING/DRIED FENCING	11.23 35.93 9.13
<b>Total :</b>						<b>56.29</b>
160341	11/12/2014	0000329 GALLS	002584398 002592436 002605700 002615047 002620419		PANTS BOOTS/ANDERSON SAFETY JACKET JACKET PANTS/HOLCOMB	279.96 112.50 126.00 126.00 69.99

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160341	11/12/2014	0000329 0000329 GALLS	(Continued)			<b>Total : 714.45</b>
160342	11/12/2014	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	709.60
						<b>Total : 709.60</b>
160343	11/12/2014	0000349 GRAINGER	9568430590		STRAINER	194.78
						<b>Total : 194.78</b>
160344	11/12/2014	0006590 HAFFNER, OTTO	110614		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
160345	11/12/2014	0007236 HAMMOND, JACOB	110614		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
160346	11/12/2014	0007668 HAMPTON INN - SEATTLE AIRPORT	517693 517737 517738		HOTEL ACCOMMODATIONS/WELSHAN HOTEL ACCOMMODATIONS/ROBINSON HOTEL ACCOMMODATIONS/JAMESON	312.46 312.46 312.46
						<b>Total : 937.38</b>
160347	11/12/2014	0001251 HEWLETT-PACKARD COMPANY	54981453		COMPUTERS	3,908.85
						<b>Total : 3,908.85</b>
160348	11/12/2014	0003562 HIGH PERFORMANCE SIGNS	18979		LETTERS	1,287.00
						<b>Total : 1,287.00</b>
160349	11/12/2014	0003095 HOME DEPOT CREDIT SERVICES	3022145		PHOTO EYES	32.56
						<b>Total : 32.56</b>
160350	11/12/2014	0006520 HOPKINS, CAMERON	110614		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
160351	11/12/2014	0000392 HUBBARD, SCOTT	110614		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
160352	11/12/2014	0000394 HUMAN RESOURCE SERVICES	102414		NOV 2014/UNEMPLOYMENT SERVICES	110.00
						<b>Total : 110.00</b>
160353	11/12/2014	0000417 INDUSTRIAL BOLT & SUPPLY	572734-2		CLAMP	39.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160353	11/12/2014	0000417 INDUSTRIAL BOLT & SUPPLY	(Continued) 574188-1		CYLINDERS/TIES/SWIVELS/SOCKETS	598.21
					<b>Total :</b>	<b>637.96</b>
160354	11/12/2014	0000410 ISLAND COUNTY SOLID WASTE	103114		OCT 2014/TIPPING FEES	78,892.02
					<b>Total :</b>	<b>78,892.02</b>
160355	11/12/2014	0000411 ISLAND COUNTY TREASURER	09 101614 110314		3RD QTR 2014/MUNICIPAL COURT REN 3RD QTR 2014/MUNICIPAL COURT EXP CRIME VICTIMS COMPENSATION	4,300.00 56,199.22 200.32
					<b>Total :</b>	<b>60,699.54</b>
160356	11/12/2014	0000412 ISLAND COUNTY TREASURER	110614		4TH QTR 2014/JOINT TOURISM	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
160357	11/12/2014	0000415 ISLAND DISPOSAL	110114		RECYCLING	5,096.70
					<b>Total :</b>	<b>5,096.70</b>
160358	11/12/2014	0001354 ISLAND FAMILY HEARING CLINIC	16033 16096		HEARING TESTS HEARING TESTS	25.00 25.00
					<b>Total :</b>	<b>50.00</b>
160359	11/12/2014	0007604 JANSEN, JOSH	110614		WELLNESS INCENTIVE	20.00
					<b>Total :</b>	<b>20.00</b>
160360	11/12/2014	0000454 JET CITY EQUIPMENT RENTAL	19957		DUMPING	57.23
					<b>Total :</b>	<b>57.23</b>
160361	11/12/2014	0002227 LABORATORY CORPORATION OF	46238746		EMPLOYMENT TESTING	194.00
					<b>Total :</b>	<b>194.00</b>
160362	11/12/2014	0000494 LAKESIDE INDUSTRIES	5035240MB		ASPHALT	206.24
					<b>Total :</b>	<b>206.24</b>
160363	11/12/2014	0003570 LAMB, RANDY	3890		MOORAGE REFUND	172.11
					<b>Total :</b>	<b>172.11</b>
160364	11/12/2014	0000889 LANGUAGE EXCHANGE	10		INTERPRETER SERVICES	227.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160364	11/12/2014	0000889 0000889 LANGUAGE EXCHANGE			(Continued)	<b>Total : 227.50</b>
160365	11/12/2014	0006604 LEADSONLINE, LLC	229954		SERVICE RENEWAL	1,988.00
						<b>Total : 1,988.00</b>
160366	11/12/2014	0005277 LEE, STEPHANIE	110614		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
160367	11/12/2014	0000221 LN CURTIS & SONS	2118571-00		GEN 2 FIELD SERVICE	81.53
						<b>Total : 81.53</b>
160368	11/12/2014	0000522 LUEHR, TOM	1		DRIVING SERVICES	132.00
						<b>Total : 132.00</b>
160369	11/12/2014	0000530 MAILLIARD'S LANDING NURSERY	91798		YARD WASTE	122.50
			91827		YARD WASTE	122.50
			91965		YARD WASTE	70.00
			92004		YARD WASTE	70.00
			92050		YARD WASTE	105.00
			92092		YARD WASTE	105.00
			92131		YARD WASTE	175.00
			92216		YARD WASTE	70.00
			92253		YARD WASTE	35.00
			92287		YARD WASTE	70.00
			92326		YARD WASTE	87.50
			92362		YARD WASTE	105.00
			92447		YARD WASTE	35.00
			92488		YARD WASTE	52.50
			92502		YARD WASTE	20.00
			92525		YARD WASTE	135.00
			92553		YARD WASTE	135.00
			92584		YARD WASTE	173.50
			92653		YARD WASTE	86.35
			92686		YARD WASTE	135.00
			92711		YARD WASTE	85.65
			92734		YARD WASTE	96.15
			92759		YARD WASTE	129.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160369	11/12/2014	0000530 0000530 MAILLIARD'S LANDING NURSERY	(Continued)			<b>Total : 2,221.40</b>
160370	11/12/2014	0000660 MARKET PLACE FOOD & DRUG	311315 311321		GROCERIES GROCERIES	575.10 407.50 <b>Total : 982.60</b>
160371	11/12/2014	0006072 MASTER'S TOUCH, LLC	P36804		OCT 2014/POSTAGE FOR LATE NOTICE	453.92 <b>Total : 453.92</b>
160372	11/12/2014	0006072 MASTER'S TOUCH, LLC	36804		OCT 2014/MAILING SERVICES FOR LAT	266.32 <b>Total : 266.32</b>
160373	11/12/2014	0007660 MCARTHUR, EMILY	4376		MOORAGE REFUND	154.11 <b>Total : 154.11</b>
160374	11/12/2014	0002291 MCYOUNG, MARY	1		TRAVEL REFUND	56.00 <b>Total : 56.00</b>
160375	11/12/2014	0000561 MERRIMAN, DOUGLAS	TRAVEL REIMB		TRAVEL REIMB	846.79 <b>Total : 846.79</b>
160376	11/12/2014	0007163 MICRO DATA	41657		CRIMINAL CITATIONS	728.33 <b>Total : 728.33</b>
160377	11/12/2014	0000568 MIDWAY MUFFLER & TIRE	93780		IRONMAN	249.66 <b>Total : 249.66</b>
160378	11/12/2014	0005445 MONTOYA, MATTHEW J	110		OCT 2014/PUBLIC DEFENSE	8,000.00 <b>Total : 8,000.00</b>
160379	11/12/2014	0006992 MOON, ANDREW	110614		WELLNESS INCENTIVE	20.00 <b>Total : 20.00</b>
160380	11/12/2014	0007661 MORRIS, BRUCE	5044		MOORAGE REFUND	86.20 <b>Total : 86.20</b>
160381	11/12/2014	0004423 MUNICIPAL EMERGENCY SERVICES	00571120_SNV		REPAIR KIT	148.92 <b>Total : 148.92</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160382	11/12/2014	0007586 NAGEL, GARRETT	110614		WELLNESS INCENTIVE	20.00
					<b>Total :</b>	<b>20.00</b>
160383	11/12/2014	0000608 NC MACHINERY COMPANY	MVCR0037192 MVCS0240180		BELT/HANDLE/CLAMP BLOCKS	-72.54 94.88
					<b>Total :</b>	<b>22.34</b>
160384	11/12/2014	0007670 NETWORKFLEET, INC	INVE0060352		DIAGNOSTICS	1,383.90
					<b>Total :</b>	<b>1,383.90</b>
160385	11/12/2014	0000615 NEWMAN TRAFFIC SIGNS	TI-0279817		SIGNS	694.73
					<b>Total :</b>	<b>694.73</b>
160386	11/12/2014	0007663 NEWMAN, DAN	5751		MOORAGE REFUND	20.67
					<b>Total :</b>	<b>20.67</b>
160387	11/12/2014	0000621 NIIRO, CEDRIC	110614		WELLNESS INCENTIVE	20.00
					<b>Total :</b>	<b>20.00</b>
160388	11/12/2014	0000610 NORTH CENTRAL LABORATORIES	345661		AMMONIA/SOLUTION/FILTERS	838.98
					<b>Total :</b>	<b>838.98</b>
160389	11/12/2014	0000672 OAK HARBOR ACE	245818 245910 246552 246649 246788 247006 247009 247051 247121 247152 247223 247306 247390 247394 247405 247434		TAPE TOILET SEAT PIPE TOILET SEAT WETPATCH FILTERS/BATTERIES MARKERS BAR/PLIERS CEMENT/PUTTY KNIFE ANCR SHACKL TUBE/CLIPS/TEES/DRAIN BATTERIES SEALANT SPLICE KITS/ELECTRICAL SUPPLIES EYE BOLT/NUTS FUSE	9.77 8.14 3.85 -8.14 6.51 41.27 17.35 57.58 18.98 26.03 45.24 21.79 19.54 59.66 11.96 2.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160389	11/12/2014	0000672 OAK HARBOR ACE	(Continued)			
			247438		BULBS	10.73
			247457		SQUEEGEE/PAN	21.72
			247485		STAND/THERMOMETER	6.83
			247516		FASTENERS	0.93
			247523		FILE/BRUSH	25.62
			247541		OIL/TOOLS	33.02
					<b>Total :</b>	<b>441.09</b>
160390	11/12/2014	0000668 OAK HARBOR AUTO CENTER	001-219993		FILTERS	25.45
			001-220172		LAMP	21.94
			001-220184		RUBBER PLUG	3.79
			001-220217		FILTERS	4.40
			001-220254		FILTERS	21.89
			001-220368		SEALER	4.57
			001-220369		CLAMP	12.26
			001-220591		FILTERS	78.44
			001-220592		FILTERS	39.22
			001-220667		FILTERS	20.72
			001-220781		CYLINDERS	95.44
			001-220786		FILTERS	4.40
					<b>Total :</b>	<b>332.52</b>
160391	11/12/2014	0006743 OAK HARBOR ELKS LODGE	113014		NOV 2014/MARATHON SERVICES	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
160392	11/12/2014	0000673 OAK HARBOR MOTORS	45259		SWITCH	128.70
					<b>Total :</b>	<b>128.70</b>
160393	11/12/2014	0000681 OAK HARBOR SCHOOL DISTRICT	0000140006		SEP 2014/COMPUTER NETWORK SUPP	6,708.33
			0000140011		OCT 2014/COMPUTER NETWORK SUPP	6,708.33
					<b>Total :</b>	<b>13,416.66</b>
160394	11/12/2014	0003092 OAK HARBOR SIGNS	209		SIGNS	217.40
					<b>Total :</b>	<b>217.40</b>
160395	11/12/2014	0007548 OFFICE AUTOMATION SYSTEMS	88180		PRINTER	9,777.57

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
160395	11/12/2014	0007548 OFFICE AUTOMATION SYSTEMS	(Continued) 88624		CREDIT	-145.86	
						<b>Total :</b>	<b>9,631.71</b>
160396	11/12/2014	0000666 OGDEN MURPHY WALLACE	715496 715497		PROF SVC/SWINOMISH TRIBAL COMM PROF SVC/TRAVELERS VS PERTEET	1,603.52 598.50	
						<b>Total :</b>	<b>2,202.02</b>
160397	11/12/2014	0007656 OSIER, LINDA	1		TRAVEL REFUND	80.00	
						<b>Total :</b>	<b>80.00</b>
160398	11/12/2014	0002985 PACIFIC TIRE CO. INC	0082079 0082080 0082081 0082082 0082083 0082109		TIRES TIRES TIRES TIRES TIRES TIRES	71.61 51.00 71.61 143.22 51.00 1,311.42	
						<b>Total :</b>	<b>1,699.86</b>
160399	11/12/2014	0001615 PART WORKS, INC	385691 387489 388801 392690		FAUCET FAUCET ACTUATOR REPAIR KIT	307.93 -293.12 100.18 336.14	
						<b>Total :</b>	<b>451.13</b>
160400	11/12/2014	0007171 PEABODY, CHRISTOPHER	110614		WELLNESS INCENTIVE	20.00	
						<b>Total :</b>	<b>20.00</b>
160401	11/12/2014	0000299 PLACE, SANDRA	110614		WELLNESS INCENTIVE	20.00	
						<b>Total :</b>	<b>20.00</b>
160402	11/12/2014	0000726 PORT SUPPLY	6357		LINE-STASET	341.79	
						<b>Total :</b>	<b>341.79</b>
160403	11/12/2014	0000729 POSTMASTER	102914		POSTAGE	310.00	
						<b>Total :</b>	<b>310.00</b>
160404	11/12/2014	0000746 PUGET SAFETY EQUIPMENT	0022629-IN		PRESERVATIVE	45.36	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160404	11/12/2014	0000746	PUGET SAFETY EQUIPMENT			
			(Continued)			
			002436-IN		FIRST AID KIT/BLOODBORNE PATH KIT	274.43
			002546-IN		BLOODBORNE PATH KIT	78.10
					<b>Total :</b>	<b>397.89</b>
160405	11/12/2014	0000743	PUGET SOUND ENERGY			
			200003131170		ELECTRICITY/WELL #7	13.13
			200010549943		ELECTRICITY/WELL #6	13.13
			300000007421		ELECTRICITY/FT NUGENT RD	13,092.10
					<b>Total :</b>	<b>13,118.36</b>
160406	11/12/2014	0004654	RILEY, KENNETH			
			EXP REIMB		EXP REIMB	175.00
					<b>Total :</b>	<b>175.00</b>
160407	11/12/2014	0001649	RIX, KATHY			
			103114		REIMBURSEMENT	93.45
					<b>Total :</b>	<b>93.45</b>
160408	11/12/2014	0003024	ROBBINS, EPHRAIM			
			110614		WELLNESS INCENTIVE	20.00
					<b>Total :</b>	<b>20.00</b>
160409	11/12/2014	0000791	SCHEER, KEVIN			
			110614		WELLNESS INCENTIVE	20.00
					<b>Total :</b>	<b>20.00</b>
160410	11/12/2014	0000796	SCHROER, PAUL			
			110614		WELLNESS INCENTIVE	20.00
					<b>Total :</b>	<b>20.00</b>
160411	11/12/2014	0000852	SENIOR CENTER PETTY CASH			
			092614		PETTY CASH	294.67
					<b>Total :</b>	<b>294.67</b>
160412	11/12/2014	0000817	SHELLEY, TIM			
			110614		WELLNESS INCENTIVE	20.00
					<b>Total :</b>	<b>20.00</b>
160413	11/12/2014	0000831	SIX ROBBLEES', INC			
			14-295608		TOOLBOXES	224.63
			14-295684		TIRES	446.76
					<b>Total :</b>	<b>671.39</b>
160414	11/12/2014	0000814	SKAGIT FARMERS SUPPLY			
			525148		PERENNIAL	795.14
					<b>Total :</b>	<b>795.14</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160415	11/12/2014	0000843	SOLID WASTE SYSTEMS, INC	0072744-IN	LINK ASSY	246.25
<b>Total :</b>						<b>246.25</b>
160416	11/12/2014	0000846	SOUND PUBLISHING	WCW593582	CITY APPLICATIONS	249.20
				WCW594283	CITY APPLICATIONS	139.55
				WCW594284	CITY APPLICATIONS	125.85
				WCW594914	CITY APPLICATIONS	139.55
				WCW595472	COUNTY NOTICES	157.00
				WCW596181	CITY NOTICES	80.99
<b>Total :</b>						<b>892.14</b>
160417	11/12/2014	0000851	SPRINT	140239187	LONG DISTANCE	8.83
<b>Total :</b>						<b>8.83</b>
160418	11/12/2014	0003883	STAPLES BUSINESS ADVANTAGE	3244889747	HP 951XL	204.33
				3244889749	PAPER/CORRECTION TAPE/PENS/BATT	65.31
				3245473457	FOLDERS/PAPER CLIPS/PENCILS	31.08
				3245473458	TONER	101.12
				3245473459	FOLDERS	29.12
				3245473461	ENVELOPES	11.96
				3246021969	OFFICEJET PRO	434.79
				3246021970	PRESSBOARD/FASTENERS	51.04
				3246539859	LABELS/FOLDERS	57.71
<b>Total :</b>						<b>986.46</b>
160419	11/12/2014	0003749	STUMP, PATRICK L	1	DRIVING SERVICES	96.00
				1	DRIVING SERVICES	114.00
				1	DRIVING SERVICES	138.00
<b>Total :</b>						<b>348.00</b>
160420	11/12/2014	0000874	SURETY PEST CONTROL	1007976	PEST EXTERMINATION	59.79
				1032633	PEST EXTERMINATION	30.44
				1032639	PEST EXTERMINATION	43.48
				1032652	PEST EXTERMINATION	30.44
				1035551	PEST EXTERMINATION	38.05
				1035553	PEST EXTERMINATION	32.61
<b>Total :</b>						<b>234.81</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160421	11/12/2014	0007265 THOMPSON, ANNA			TRAVEL REIMB	216.93
<b>Total :</b>						<b>216.93</b>
160422	11/12/2014	0001053 TREASURER, WASHINGTON STATE	110314		COURT/BC FEES	10,302.34
<b>Total :</b>						<b>10,302.34</b>
160423	11/12/2014	0007293 TRISLER, SHAWN	110414		RACE WEEK SECURITY	285.00
<b>Total :</b>						<b>285.00</b>
160424	11/12/2014	0000922 UNUM LIFE INSURANCE COMPANY	102014		LONG TERM CARE	215.70
<b>Total :</b>						<b>215.70</b>
160425	11/12/2014	0004903 US BANK	4485591000119689		CREDIT CARD PURCHASES	4,812.80
<b>Total :</b>						<b>4,812.80</b>
160426	11/12/2014	0004903 US BANK	4485590002431076		CREDIT CARD PURCHASES	1,747.17
<b>Total :</b>						<b>1,747.17</b>
160427	11/12/2014	0004903 US BANK	4485591000611990		CREDIT CARD PURCHASES	892.08
<b>Total :</b>						<b>892.08</b>
160428	11/12/2014	0004903 US BANK	4485591000646855		CREDIT CARD PURCHASES	422.59
<b>Total :</b>						<b>422.59</b>
160429	11/12/2014	0004903 US BANK	4485590002304661		CREDIT CARD PURCHASES	202.00
<b>Total :</b>						<b>202.00</b>
160430	11/12/2014	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	137.76
<b>Total :</b>						<b>137.76</b>
160431	11/12/2014	0004903 US BANK	4485591000222970		CREDIT CARD PURCHASES	21.74
<b>Total :</b>						<b>21.74</b>
160432	11/12/2014	0000926 USBLUEBOOK	483952		PRESSURE RELIEF VALVE	354.58
			486182		PLUG	80.91
			487284		CHART RECORDER	1,712.74
<b>Total :</b>						<b>2,148.23</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160433	11/12/2014	0000934 UTILITIES UNDERGROUND LOCATION	4100171		OCT 2014/LOCATES	115.50
<b>Total :</b>						<b>115.50</b>
160434	11/12/2014	0006147 VALDEZ, RAFAEL	5210		MOORAGE REFUND	137.52
<b>Total :</b>						<b>137.52</b>
160435	11/12/2014	0007388 WALSTAD, TIM	110614		WELLNESS INCENTIVE	20.00
<b>Total :</b>						<b>20.00</b>
160436	11/12/2014	0001044 WASHINGTON CRIMINAL JUSTICE	20114127		REGISTRATION/PEABODY	500.00
<b>Total :</b>						<b>500.00</b>
160437	11/12/2014	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1274		OCT 2014/ANIMAL SHELTER	8,333.37
<b>Total :</b>						<b>8,333.37</b>
160438	11/12/2014	0001000 WHIDBEY AUTO PARTS, INC.	227602 228295		CLAMP GAUGE	31.02 14.24
<b>Total :</b>						<b>45.26</b>
160439	11/12/2014	0001005 WHIDBEY GENERAL HOSPITAL	WAC18409 WAC18569		INMATE SERVICES INMATE SERVICES	374.85 2,046.80
<b>Total :</b>						<b>2,421.65</b>
160440	11/12/2014	0002272 WHIDBEY GOLF & COUNTRY CLUB	1		SENIOR CENTER FASHION SHOW	853.13
<b>Total :</b>						<b>853.13</b>
160441	11/12/2014	0001017 WHIDBEY PRINTERS	47296 47335		BUSINESS CARDS/LINDENBURG BUSINESS CARDS/DUDLEY	78.10 78.10
<b>Total :</b>						<b>156.20</b>
160442	11/12/2014	0007510 WHIDBEY TECH SOLUTIONS	60577		WI-FI SUPPORT	92.40
<b>Total :</b>						<b>92.40</b>
160443	11/12/2014	0001010 WHIDBEY TELECOM	3781554 3782586		CURRENT NET SERVICES ALARM MONITORING	24.00 63.05
<b>Total :</b>						<b>87.05</b>
160444	11/12/2014	0007658 WILLIAMS, STEVE	7296		MOORAGE REFUND	62.13

Voucher List  
 City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160444	11/12/2014	0007658 0007658 WILLIAMS, STEVE			(Continued)	<b>Total : 62.13</b>
160445	11/12/2014	0007662 WITTS, CHAD	6560		MOORAGE REFUND	41.49
						<b>Total : 41.49</b>
160446	11/12/2014	0004961 WOODWARD, GREGORY	110614		WELLNESS INCENTIVE	20.00
						<b>Total : 20.00</b>
160 Vouchers for bank code : bank						<b>Bank total : 668,903.91</b>
160 Vouchers in this report						<b>Total vouchers : 668,903.91</b>

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

Bill No. 6. c.  
Date: November 18, 2014  
Subject: Appointment of Penny Perka to the Oak Harbor Youth Commission for a term of three (3) years beginning December 2014 and ending December 2017.

**FROM: Scott Dudley, Mayor**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**PURPOSE**

The purpose of this agenda bill is for the Council to confirm Mayor Dudley's appointment of Penny Perka to the Youth Commission.

**SUMMARY STATEMENT**

Penny Perka has been recommended for appointment by Council member Tara Hizon. Council member Hizon currently serves on the Youth Commission representing the City of Oak Harbor. Also, Ms. Perka's appointment is supported by the members of the Youth Commission. Additional information for your consideration has been provided by Ms. Perka in the attached Bio Form.

Mayor Dudley recommends Penny Perka's appointment to the Library Board for a term to begin December 2014 and ending December 2017.

**FISCAL IMPACT DESCRIPTION**

None.

**PREVIOUS COUNCIL ACTIONS**

None.

**CITY COUNCIL WORKSHOP**

None.

**RECOMMENDED ACTION**

Confirm the appointment of Penny Perka to a three (3) year term on the Youth Commission ending December 2017.

### **DISCUSSION**

The Oak Harbor Youth Commission serves as an advocacy group assessing and identifying the needs of the youth in our community. The Commission keeps the Mayor and City Council informed of the state of the youth in the Greater Oak Harbor area and works with youth service providers to address identified needs. Appointed commission members serve three (3) year terms.

### **AUTHORITY**

The Oak Harbor Youth Commission was established by Ordinance 1463 in 2006. Chapter 2.250 of the Oak Harbor Municipal Code (OHMC) states that up to seventeen (17) members shall be appointed by the Mayor subject to approval by the City Council each for a three (3) year term.

### **ATTACHMENTS**

1. Bio Form - Penny Perka 11.2014

# Biography Form

## Recommended Board Appointment for: Oak Harbor Youth Commission

**Name:** Penny Perka

**Date:** October 29, 2014

**Address:** 913 East Whidbey Avenue

**City, State, Zip:** Oak Harbor, WA 98277

**Telephone Number:** 350-279-0644

**Email:** [pennyp@bbbsislandcounty.org](mailto:pennyp@bbbsislandcounty.org)

**Resident of Oak Harbor/Whidbey Island for:** 15 years, I also have a home on Fidalgo Island

**Occupation and Place of Employment:** Executive Director, Big Brothers Big Sisters of Island County since 3/2013; previous employment as Youth Educator/Advocate for CADA, Citizens Against Domestic and Sexual Abuse; and Advisor/Student Programs for Skagit Valley College, Whidbey Island Campus 1999 to 2011

**Local Group or Civic Affiliations:** WA State Big Brothers Big Sisters Council

**Special Interests:** Mentoring, education/college success, sailing, geo-caching, travel, arts and culture

### Other General Comments:

Helping children and youth succeed in life makes life better for the child, their family and our community at large. The Oak Harbor Youth Commission purpose is through coordinated efforts, advocacy and communication to improve the lives of children and youth in our community and advise the mayor and city council concerning the welfare, education, recreation, job needs and delinquency matters related to youth in the greater Oak Harbor community.

Bringing together people from various viewpoints and organizations is a smart strategy because the challenges facing our children, youth and families are complex and require our collective brains & brawn. Together we can do so much more.

I've lived and worked on Whidbey Island for more than 15 years. I have worked in higher education for 25 years, and I currently work as the Executive Director of Big Brothers Big Sisters of Island County. I welcome the chance to serve as an OHYC member and work with other community leaders in making a positive difference for our children!

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

Bill No. 6. d.  
Date: November 18, 2014  
Subject: Reappointment of Marshall Goldberg to the Oak Harbor Library Board for a term of five (5) years expiring December 2019.

**FROM: Scott Dudley, Mayor**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**PURPOSE**

The purpose of this agenda bill is for the Council to confirm Mayor Dudley's reappointment of Dr. Marshall Goldberg to the Library Board.

**SUMMARY STATEMENT**

Dr. Marshall Goldberg was appointed to the Library Board in November 2009. Dr. Goldberg has confirmed that he is willing to serve another term. If confirmed, the term would expire December 2019.

Mayor Dudley recommends Dr. Marshall Goldberg's reappointment to the Library Board to a term expiring December 2019.

**FISCAL IMPACT DESCRIPTION**

No fiscal impact expected.

**PREVIOUS COUNCIL ACTIONS**

Council has previously appointed Dr. Goldberg to his initial five (5) year term to the Library board starting November 2009.

**CITY COUNCIL WORKSHOP**

None.

**RECOMMENDED ACTION**

Confirm Dr. Goldberg's reappointment to the Library Board.

**DISCUSSION**

The duty of the Library Board is to provide advice and recommendations to the Mayor and City Council regarding general supervision and provision of library facilities and programs in accordance with the contract for library service with the Sno-Isle Regional Library. Support to the Library Board is provided by Mary Campbell, Managing Librarian, Oak Harbor Library.

**AUTHORITY**

The Library Board was established by Ordinance 1035 in 1996. It is composed of five (5) members appointed by the Mayor and confirmed by the City Council each for a five (5) year term.

**ATTACHMENTS**

1. Correspondence from Susan Norman, President, Oak Harbor Library Board - 10.09.2014

October 9, 2014

Mayor Scott Dudley  
City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98277

Dear Mayor Dudley,

The members of the Oak Harbor Library Board have notified me that they recommend reappointment of Marshall Goldberg to the Library Board. Dr. Goldberg has expressed his willingness to be reappointed. The board recommends that Dr. Goldberg be reappointed to the Library Board for another five-year term, to expire December 2019.

Thank you for your ongoing support of the library and our community.

Sincerely,



Susan Norman, President  
Oak Harbor Library Board

cc: Marshall Goldberg, Oak Harbor Library Board  
Becky Bolte, West District Manager, Sno-Isle Libraries  
Mary Campbell, Managing Librarian, Oak Harbor Library

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

Bill No. 6.e.  
Date: November 18, 2014  
Subject: Resolution 14-45: Utility Tax for  
Arts Acquisition Fund #115.

**FROM: Doug Merriman, Finance Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- Scott Dudley, Mayor
- Larry Cort, City Administrator
- Doug Merriman, Finance Director
- Nikki Esparza, City Attorney, as to form

**PURPOSE**

The purpose of this agenda item is for the City Council to decide, per Oak Harbor Municipal Code section 3.71.060, what proportion of the utility tax collected shall be allocated to the art acquisition fund for the biennial budget period of 2015-2016.

**SUMMARY STATEMENT**

In 2009, City Council passed Ordinance #1547 which in part established OHMC Section 3.71.060 with the following language:

“3.71.060 Allocation of utility tax to the art acquisition and maintenance fund.

The city council shall decide, no less frequently than through the adoption of every biennial budget, what proportion of the utility tax collected pursuant to this chapter shall be allocated to the art acquisition and maintenance fund for the purposes set forth in Chapter [3.26](#) OHMC. (Ord. 1547 § 1, 2009).”

In order to comply with this code section, City Council needs to formally decide what proportion of the utility tax collected shall be allocated to the art acquisition and maintenance fund. Currently, a .25% proportion of the utility tax collected for water, sewer, and storm drain businesses is directed to art acquisition and maintenance purposes under this section. This discussion does not address the remaining 6% utility tax charged to each utility.

**FISCAL IMPACT DESCRIPTION**

No impact.

**PREVIOUS COUNCIL ACTIONS**

During the November 5, 2014 regular City Council meeting, a motion was made, seconded, and approved for staff to propose a Resolution with a provision effectively limiting the annual transfer of utility tax revenues into Fund #115 Arts Acquisition & Maintenance Fund, to \$50,000.00 per year.

Accordingly, the proposed Resolution No. 14-45 attached hereto incorporates such a limit.

**CITY COUNCIL WORKSHOP**

**RECOMMENDED ACTION**

Adopt Resolution No. 14-45

**DISCUSSION**

None

**AUTHORITY**

Under RCW 35A.11.020, The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees.

**ATTACHMENTS**

1. Resolution 14-45: Utility tax allocated to the ARTs Acquisition & Maintenance Fund #115

**RESOLUTION NO. 14-45**

**A RESOLUTION OF THE CITY OF OAK HARBOR COUNCIL REGARDING THE PROPORTION OF UTILITY TAX COLLECTED UNDER OAK HARBOR MUNICIPAL CODE CHAPTER 3.71 THAT SHALL BE ALLOCATED TO THE ART ACQUISITION AND MAINTNENACE FUND #115 DURING THE 2015-2016 BIENNIAL BUDGET PERIOD.**

WHEREAS, The City of Oak Harbor has an established utility tax on suppliers of water, sewer collection and treatment, solid waste, and storm water collection services within the City; and

WHEREAS, Oak Harbor Municipal Code section 3.71.060 requires City Council of the City of Oak Harbor to decide, no less frequently than through the adoption of every biennial budget, what proportion of utility tax collected shall be allocated to art acquisition and maintenance purposes; and

WHEREAS, the City Council of the City of Oak Harbor wishes to set the proportionate utility tax allocation for the 2015-2016 biennial budget period; and

WHEREAS, at the November 5, 2014 regular City Council meeting, a motion was made, seconded, and approved to limit the transfer of utility tax funds into Fund #115 Arts Acquisition & Maintenance Fund to \$50,000.00 per annum.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, RESOLVES TO SET THE AMOUNT OF REVENUE TO BE TRANSFERRED INTO FUND #115 ARTS ACQUISITION & MAINTNENANCE FUND FOR THE 2015-2016 BIENNIAL PERIOD TO EQUAL THE .25% UTILITY TAX RATE ASSESSED AGAINST THE APPLICABLE REVENUES OF THE WATER FUND #401, THE WASTE WATER FUND #402, AND THE SOLID WASTE FUND #403, WITH THE TOTAL TRANSFER OF REVENUE NOT TO EXCEED \$50,000.00 PER ANNUM.

PASSED and approved by the City Council this 18<sup>TH</sup> day of November, 2014.

CITY OF OAK HARBOR

\_\_\_\_\_  
SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

\_\_\_\_\_  
Anna Thompson, Esq., City Clerk

\_\_\_\_\_  
Nikki Esparza, City Attorney

Introduction:

Adopted:

Published:



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

Bill No. 6.f.  
Date: November 18, 2014  
Subject: Microsoft Enterprise Agreement  
Renewal for 3-year term.

**FROM: Cathy Rosen, Public Works Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**PURPOSE**

This agenda bill requests authorization to enter into a contract with Microsoft via the Washington State Department of Enterprise Services for a three year subscription to provide the City of Oak Harbor with 170 user software licenses in the amount of \$42,265.00.

**SUMMARY STATEMENT**

Microsoft Select is a purchasing agreement for software license products designed to reduce costs associated with acquiring, maintaining and managing Microsoft software. Through this agreement state and local government organizations benefits from special discounts available to very large corporate customers.

The Washington State Department of Enterprise Services (DES) procures the licenses and services on our behalf and through our Master Contracts Usage Agreement with DES; we are able to take advantage of the discounted rates. The discount is typically 20%.

The City of Oak Harbor has an obligation to make sure that every device that uses our servers are accounted for and reported to Microsoft. Each year a true up is conducted and turned over to Microsoft. This year the City was notified that the devices we need to account for include smartphones and tablet devices that access e-mail via our servers. Under our current license agreement, this increase in the number of devices would have doubled our annual cost due to the current usage of smartphones and tablets.

The City was given the option of transferring to a user platform license instead of the device platform we currently have. By making this change, we are able to maintain costs at the current level while covering all devices under the license agreement. Essentially, this allows staff to utilize as many devices as they need, while being accounted for as one user. In addition to the user cost, the amount requested includes software upgrades for our servers, which will allow our IT Department to replace our outdated server software on the Exchange Server (e-mail) and on the SQL Server (databases). This upgrade will allow

the City to increase e-mail capacity, database storage and provide for some future expansion.

**FISCAL IMPACT DESCRIPTION**

Funds Required:     \$42,265.00      
Appropriation Source:           502.30.518.080.4100          

**PREVIOUS COUNCIL ACTIONS**

**CITY COUNCIL WORKSHOP**

**RECOMMENDED ACTION**

A motion to enter into a contract with Microsoft via the Washington State Department of Enterprise Services for a three year subscription to provide the City of Oak Harbor with 170 user software licenses in the amount of \$42,265.00.

**DISCUSSION**

**AUTHORITY**

**ATTACHMENTS**

1. Enterprise Enrollment
2. Enterprise Subscription Enrollment Product Selection Form
3. Enterprise Enrollment Sub 250 Program Amendment ID W29
4. Program Signature Form

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Proposal ID/Framework ID	
Previous Enrollment number <i>(Reseller to complete)</i>	5108359	Earliest expiring previous Enrollment end date	12/31/2014

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

**Product order.** The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

## Terms and Conditions

### 1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise

Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“L&SA” means a License with Software Assurance for any Product ordered.

“Qualified Device” means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) as part of Enrolled Affiliate’s Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate’s Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“Transition” means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

“Transition Period” means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

## **2. Order requirements.**

- a. Minimum Order requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise Commitment.** If ordering any Enterprise Products, Enrolled Affiliate’s order must include coverage for all Qualified Users or Qualified Devices, depending on the License Type, of one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services.
  - (ii) Enterprise Online Services.** If ordering Enterprise Online Services *only*, then Enrolled Affiliate must maintain at least 250 Subscription Licenses.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Product Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the

applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
  - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must purchase Services and Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- f. **True-up requirements.**
  - (i) **True-up order.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion, may validate the customer true-up data submitted through a formal product deployment assessment using an approved Microsoft partner.
  - (ii) **Enterprise Products.** Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
  - (iii) **Additional Products.** For Products that have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).
  - (iv) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate may first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.
  - (v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change. For Licenses paid upfront, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.
  - (vi) **True-up due date.** The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.
  - (vii) **Late true-up order.** If the true-up order is not received when due:
    - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
    - 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

**(viii) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:

- 1) For Subscription Licenses part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

**(ix) Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due within 30 days prior to the Expiration Date.

**g. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

**h. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

### **3. Pricing.**

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. However, if Enrolled Affiliate qualifies for a different price level, Microsoft will establish a new price level for future new orders either

upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

#### **4. Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

#### **5. Transitions.**

##### **a. Transition requirements.**

- (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. Enrolled Affiliate may not, however, reduce the quantity of Licenses or associated Software Assurance prior to the end of the Transition Period.
- (ii) Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period.
- (iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance must be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
- (iv) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
- (v) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

##### **b. Effect of Transition on Licenses.**

- (i) Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
- (ii) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
- (iii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the amounts paid for the Transitioned Product as of the end of the Transition Period.
- (iv) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

#### **6. End of Enrollment term and termination.**

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may

make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

**c. If Enrolled Affiliate elects not to renew.**

**(i) Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.

**(ii) Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.

**1) Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

**2) Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

**(iii) Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

**(iv) Customer Data.** Upon expiration or termination of a License for Online Services, Microsoft will keep Customer's Data in a limited function account for 90 days so that Customer may extract it. Enrolled Affiliate will reimburse Microsoft if there are any associated costs. After 90 days Microsoft will disable Enrolled Affiliate's account and will delete its Customer Data. Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data and that Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

**d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.

**e. Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

## Enrollment Details

### 1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate's organization includes . Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Check only one box in this section:

Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment

Enrolled Affiliate's Enterprise will **not** include all new Affiliates acquired after the start of this Enrollment

If no selection is made, or if both boxes are checked, Microsoft will deem the Enterprise to include all future Affiliates

### 2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\***

**Contact name\* First Last**

**Contact email address\***

**Street address\***

**City\***  
**State/Province\***  
**Postal code\*** -  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\***  
**Phone\***  
**Tax ID**  
*\* indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\* First Last**  
**Contact email address\***  
**Street address\***  
**City\***  
**State/Province\***  
**Postal code\*** -  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\***  
**Phone\***  
**Language preference.** Choose the language for notices. English  
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.  
*\* indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*: First Last**  
**Contact email address\***  
**Phone\***  
 This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.  
*\* indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\***  
**Street address (PO boxes will not be accepted)\***  
**City\***  
**State/Province\***  
**Postal code\***  
**Country\***  
**Contact name\***  
**Phone\***  
**Contact email address\***  
*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<b>Signature*</b> _____ <b>Printed name*</b> <b>Printed title*</b> <b>Date*</b>
--

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
  - (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### **3. Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? No

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft Corporation.

# Enterprise and Enterprise Subscription Enrollment Product Selection Form – State and Local

Enrollment Number  
 Microsoft to complete for initial term  
 Reseller to complete for renewal

**Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.**

**Enterprise Products.** Choose platform option: Enterprise Desktop

**Qualified Devices:** 170

**Qualified Users:** 170

**Enterprise Online Services<sup>1</sup>**

**Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order.** Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products <sup>2</sup>	Quantity
<b>Office Professional Plus</b>	
Office Pro Plus	170
Office Pro Plus for Office 365	
<b>Office 365 Plans<sup>1</sup></b>	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	
<b>Client Access License (CAL). Choose 1 Option.</b>	
<input type="checkbox"/> Core CAL, including Bridge CAL's (if applicable)	
Core CAL	
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
<input checked="" type="checkbox"/> Enterprise CAL (ECAL)	
ECAL	170
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
<b>Windows Desktop</b>	
Windows OS Upgrade	170
Windows VDA	
<b>Windows Intune</b>	
Windows Intune	
Windows Intune Add-on <sup>3</sup>	
<b>Other Enterprise Products</b>	
Microsoft Desktop Optimization Pack (MDOP) <sup>4</sup>	

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

- a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products <sup>2</sup>	
<input type="checkbox"/>	Office Pro Plus for Office 365
<input type="checkbox"/>	Office 365 (Plan E1)
<input type="checkbox"/>	Office 365 (Plan E2)
<input type="checkbox"/>	Office 365 (Plan E3)
<input type="checkbox"/>	Office 365 (Plan E4)
<input type="checkbox"/>	Enterprise CAL (ECAL) Step-up, including Bridge CALs
<input type="checkbox"/>	Windows Intune
<input type="checkbox"/>	Windows Intune Add-on <sup>3</sup>

**This form must be attached to a signature form to be valid.**



# Enterprise Enrollment Sub 250 Program Amendment ID W29

Proposal ID

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

**1. On the first page of the Enrollment, the following is added after the second paragraph:**

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

**2. Section 2a of the Enrollment titled “Order Requirements”, is hereby amended and restated in its entirety with the following:**

- a. Minimum Order Requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
  - (i) Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
  - (ii) If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate’s initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
  - (iii) Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
  - (iv) Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

**3. Software Assurance renewal.**

<b>Renewing Software Assurance:</b> If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
--	--------------------------

By checking the above box, a new section is added to the Enrollment entitled “Software Assurance addition.”

Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**





# Program Signature Form

MBA/MBSA number	<input type="text"/>	<input type="text"/>
Agreement number	01E73529	

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
Enterprise Enrollment	X20-10631
<Choose Enrollment/Registration>	
EA Product Selection Form	X20-03622
Amendment	W29

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> City of Oak Harbor <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>
<b>Tax ID</b>

*\* indicates required field*

<b>Microsoft Affiliate</b>
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> _____ <b>Printed Title</b> _____ <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> _____ <b>Printed Title</b> _____ <b>Signature Date*</b> _____

*\* indicates required field*

<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> _____ <b>Printed Title</b> _____ <b>Signature Date*</b> _____

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

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

Bill No. 6.g.  
Date: November 18, 2014  
Subject: Authorize the Mayor to sign the  
Final Contract Voucher  
Certificate for the Public Works  
Truck Scale.

**FROM: Cathy Rosen, Public Works Director and Joe Stowell, City Engineer**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**PURPOSE**

This agenda bill recommends final acceptance of C. Johnson Construction's work on the Public Works Truck Scale Project.

**SUMMARY STATEMENT**

On June 3, 2014, City Council approved a construction contract with C. Johnson Construction, Inc. to install a new truck scale at the City of Oak Harbor, Public Works Shops in the amount of \$111,822.95. Work was successfully completed in October, 2014 at a total construction cost of \$111,822.95.

The attached Final Contract Voucher Certification formally closes the contract with C. Johnson Construction, Inc. for work on the project.

No Change Orders were issued on the project.

Other services normally associated with a construction project (such as construction management, survey, design, etc.) were either performed in house or by the contractor. Only an incidental cost of \$2,214.20 for materials testing was charged to the project.

**FISCAL IMPACT DESCRIPTION**

Funds Required: \$0  
Appropriation Source: 401/402/403/404

**PREVIOUS COUNCIL ACTIONS**

*June 3, 2014* – City Council authorized the Mayor to sign a contract with C Johnson Construction, Inc. in the amount of \$111,822.95 and authorized the City Engineer to administratively approve changes to the construction contract totaling not more than \$10,064.00.

*March 4, 2014* - City Council passed a motion to reject all bids received on February 4<sup>th</sup>, 2014 for the Shallow Pit Truck Scale and to re-advertise after modification of the bidding documents.

*August 7, 2013* - City Council authorized staff to solicit bids for a new shallow pit truck scale to be installed at the public works yard and used by the solid waste department.

**CITY COUNCIL WORKSHOP**

No discussed at a Council Workshop.

**RECOMMENDED ACTION**

Authorize the Mayor to sign the Final Contract Voucher Certificate for the Public Works Truck Scale Project with C Johnson Construction, Inc.

**DISCUSSION**

**AUTHORITY**

**ATTACHMENTS**

1. Final Contract Voucher Certification



# Final Contract Voucher Certificate

Contractor: C. Johnson Construction, Inc.			
Street Address: 749 SE Pioneer Way, Ste 203			
City: Oak Harbor	State: WA	Zip: 98277	Date: 10/23/2014
City Project Number: ENG - 13-11		Federal-Aid Project Number: NA	
Contract Title: Shallow Pit Truck Scale			
Date Work Physically Completed: 10/21/2014		Final Amount: \$111,822.95	

### Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Oak Harbor nor I have I rented or purchased any equipment or materials for any employee of the City of Oak Harbor; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Oak Harbor for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Oak Harbor from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

**Notary Public**  
State of Washington  
Sarah K Nienhuis  
Commission Expires 11-21-17

X Cory Johnson  
Contractor Authorized Signature Required

Corey Johnson  
Printed Signature Name

Subscribed and sworn to before me this 23rd day of October 20 14

X Sarah Nienhuis Notary Public in and for the State of WA  
Notary Signature

residing at Oak Harbor, WA

### Public Works Department Certification

I certify the attached final estimate to be based upon actual measurements, and to be true and correct

Approved Date 10/24/14

X [Signature]  
Project Engineer / Project Administrator Signature

X [Signature]  
City Engineer

The Mayor of Oak Harbor hereby accepts the completed contract pursuant to Section 2.330.010 of the Contract provisions and the Oak Harbor Municipal Code.

X \_\_\_\_\_  
Mayor, City of Oak Harbor

\_\_\_\_\_  
Date of Acceptance

Original To:  City Clerk      Copies to:  Project Engineer or Project Administrator     Contractor     File

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

Bill No. 6. h.  
 Date: November 18, 2014  
 Subject: Authorize the Mayor to sign the  
 Final Contract Voucher  
 Certificate for the 42-inch  
 Stormwater Outfall at  
 Windjammer Park.

**FROM: Cathy Rosen, Public Works Director and Joe Stowell, City Engineer**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**PURPOSE**

This agenda bill recommends final acceptance of Strider Construction’s work on the 42-inch Outfall Construction Project.

**SUMMARY STATEMENT**

On June 3, 2014, City Council approved a construction contract with Strider Construction to replace the aging westerly 42-inch outfall in Windjammer Park in the amount of \$727,637.80. Staff has inspected the work and considered it complete on October 8<sup>th</sup>, 2014. The final contract amount with Strider Construction at the completion of work was \$690,964.59 including tax.

Two change orders were issued during the course of construction resulting from various efficiencies identified during construction which reduced the total contract amount by \$36,673.21.

The attached Final Contract Voucher Certification formally closes the contract with Strider Construction for work on the project.

Remaining open contracts associated with the project include the following:

Professional Service	Vendor	Current Authorized Contract Maximum	Estimated Final Amount
Archaeology	ERCI	\$248,732.51	\$248,732.51
Construction Management	KBA	\$121,500.00	\$65,000.00
Engineering Design & Permitting	Moffat & Nichol	\$225,466.20	\$167,000.00

Final invoicing and closeout is expected on these professional service agreements by the end of the year (2014).

**FISCAL IMPACT DESCRIPTION**

Funds Required: \$0

Appropriation Source: Stormwater Fund

**PREVIOUS COUNCIL ACTIONS**

June 3, 2014 – City Council authorized the Mayor to sign a contract with Strider Construction in the amount of \$727,637.80 and authorized the City Engineer to administratively approve change orders to the construction contract totaling not more than \$72,764.00

April 15, 2014 – City Council authorized staff to proceed with advertisement of the 42” Stormwater Outfall Repair at Windjammer Park Project for competitive bidding.

**CITY COUNCIL WORKSHOP**

This item has not been discussed at a City Council workshop.

**RECOMMENDED ACTION**

Authorize the Mayor to sign the Final Contract Voucher Certificate for the 42-inch Outfall project with Strider Construction.

**DISCUSSION**

**AUTHORITY**

**ATTACHMENTS**

1. Final Contract Voucher Cert - Windjammer Outfall

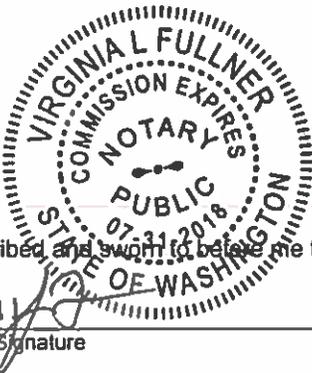


# Final Contract Voucher Certificate

Contractor: Strider Construction Co., Inc.			
Street Address: 4721 Northwest Drive			
City: Bellingham	State: WA	Zip: 98226	Date: 11/6/14
City Project Number: ENG-06-42		Federal-Aid Project Number: N/A	
Contract Title: Windjammer Park Stormwater Outfall			
Date Work Physically Completed: 10/8/14		Final Amount: \$690,964.59	

### Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Oak Harbor nor I have rented or purchased any equipment or materials for any employee of the City of Oak Harbor; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Oak Harbor for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Oak Harbor from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



*[Signature]*  
 Contractor Authorized Signature Required  
 JOE J. GERHARDT, PE, Vice-President  
 Printed Signature Name

Subscribed and sworn to before me this 6<sup>th</sup> day of NOVEMBER 20 14  
 x *[Signature]* Notary Public in and for the State of WASHINGTON  
 Notary Signature  
 residing at Whatcom County

### Public Works Department Certification

I certify the attached final estimate to be based upon actual measurements, and to be true and correct  
 Approved Date 11/10/14  
 x *[Signature]*  
 Project Engineer / Project Administrator Signature City Engineer

The Mayor of Oak Harbor hereby accepts the completed contract pursuant to Section 2.330.010 of the Contract provisions and the Oak Harbor Municipal Code.  
 x \_\_\_\_\_ Date of Acceptance \_\_\_\_\_  
 Mayor, City of Oak Harbor

Original To:  City Clerk    Copies to:  Project Engineer or Project Administrator     Contractor     File

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

Bill No. 6.i  
Date: November 18, 2014  
Subject: Leave a Book/Take a  
Book Program at Windjammer  
Park.

**FROM: Cathy Rosen, Public Works Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**PURPOSE**

The purpose of this agenda bill is to establish a 'Leave a Book/Take a Book' program at Windjammer Park near the Teacher's Tribute Garden.

**SUMMARY STATEMENT**

At their October 13, 2014 meeting, the City of Oak Harbor Park Board was presented a proposal from Bob and Rhonda Severns to construct a 'Leave a Book/Take a Book' box near the Teacher's Tribute Garden at Windjammer Park. This would be part of a book sharing program, and would tie in with the tribute to the former Oak Harbor High School English teachers. The Park Board approved this proposal and voted to forward their recommendation to City Council.

**FISCAL IMPACT DESCRIPTION**

**PREVIOUS COUNCIL ACTIONS**

**CITY COUNCIL WORKSHOP**

**RECOMMENDED ACTION**

It is recommended that the City Council approve the 'Leave a Book/Take a Book' box, as part of a book sharing program, to be constructed near the Teacher's Tribute Garden at Windjammer Park.

**DISCUSSION**

**AUTHORITY**

**ATTACHMENTS**

1. Park Board Notes 10/13/14



**OAK HARBOR PARK BOARD**

**Monday, October 13, 2014, 11:30 a.m.**

**Public Works Facility Conference Room**

1400 NE 16<sup>th</sup> Avenue

Oak Harbor, WA 98277

(360) 279-4750

**NOTES**

1. **Call to Order/Approval of Meeting Notes (September 8, 2014)**

Park Board members in attendance were Mike Wright, K.C. Pohtilla and Daisy Sapida. Erica Wasinger was unavailable. Melissa Riker and Dee Harbour were absent. Also in attendance were Joel Servatius, City Council Ex-Officio Member, and staff members Hank Nydam, Cac Kamak, Brad Gluth and Debbie Mueller. Also in attendance was Skip Pohtilla.

Mike Wright called the meeting to order. There were no changes to the September 8 meeting notes.

2. **Boyer Property Oak Tree Planting Project Update**

Hank introduced Brad Gluth, the City's Civil Engineer. Brad explained a proposal to establish a Garry oak grove on 18 acres of City owned property, commonly known as the Boyer Property, located at the corner of SR 20 and Fakkema Road. The land lies within Aviation Environs (AE) Accident Potential Subdistricts 1 and/or 2, is subject to a restrictive easement and is zoned as open space. These encumbrances severely restrict the land use to those such as agriculture or wildlife habitat. Brad said the idea is to plant Garry oak groves on at least part of the land. He said Garry oak trees typically have a life span of 200-300 years and that many of the City's oak trees are in the latter half of that range. This program would continue the tradition of nurturing the City's name sake. There is water located nearby and irrigation will be necessary to establish the seedlings. The soil will need to be amended and the plan is to include oak mulch. The trees will also need to be protected from rabbits, squirrels and deer. Brad said hundreds of trees can be planted on this acreage and they may group the oak groves. The proposal will need to go before City Council, possibly in November.

Brad has worked with the Oak Harbor High School Ecology Club on a similar project. They have 77 Garry oak seedlings growing in their greenhouse. The students hope to grow them to be at least six feet tall before planting them within the community. (Their trees are not intended for the Boyer Property.) Hundreds of seedlings will be needed for the oak grove project and it will take many years to establish them on site. The Oak Harbor Garden Club is interested in helping with this project and they have requested basic instructions on how to plant Garry oak acorns, copies of which were handed out to the Park Board.

3. **Electronic Reader Board Grant Proposal**

Hank distributed copies of a Hotel-Motel Tax Grant Program Proposal. He explained that he will be submitting the grant funding request for the purchase and installation of an electronic reader board to be placed at Beeksma-Gateway Park. The reader board would be used to promote special community events at no cost to event organizers.

**OAK HARBOR PARK BOARD**

**Monday, October 13, 2014, 11:30 a.m.**

**Page 2**

The current banner program allows for organizations to request banners to be hung at the park to promote their events, but only one banner can be efficiently hung at the park location, and we often have multiple banner requests for the same week. An electronic reader board would have the ability to promote numerous special community events at the same time. Hank also distributed a photo of an example of an electronic reader board. He indicated that the current banner policy would need to be updated. Cac added that the policy may need to include rules, regulated by code and based on safety standards, about message parameters and the number of items that can be listed on the reader board.

K.C. voiced her concerns about vandalism. Skip asked if the messages would pop up on the screen, as opposed to a scrolling screen, so that all of the event information is shown together in one shot. He also expressed concern about wind and weather. Hank said the board would likely be engineered to withstand the weather. Mike asked if the reader board would require state approval. Cac responded that only local permitting would be necessary.

Hank said the deadline to submit the grant proposal is October 17 and recipients should be chosen by the end of the year. The timeline indicates that bids would be solicited in January 2015, the proposed project would go before City Council for approval in February, and the electronic reader board should be operational to promote special community events by the end of April 2015. Hank asked for Park Board approval of the grant proposal.

**MOTION: Moved by Daisy Sapida, seconded by K.C. Pohtilla, the Park Board unanimously approved the Hotel-Motel Tax Grant Program Proposal for the purchase and installation of an electronic reader board to be placed at Beeksma-Gateway Park to promote special community events and forward their recommendation to City Council for approval.**

**4. Leave a Book / Take a Book Proposal**

Hank said he met with Bob and Rhonda Severns about their proposal to construct a box, to be placed near the Teacher's Tribute Garden and dedicated art piece at Windjammer Park, for people to leave a book and/or take a book as part of a book sharing program. He passed out a photo of an example of such a box. The Severns' said they had contacted Rick Nash, the artist who constructed the teacher's tribute art piece, and he indicated that he is ok with the location of the box as long as it does not sit too high. K.C. expressed her concern regarding vandalism of the box. Hank said he would recommend that it be made with sturdy, vandal proof materials. He stated that this would be a pilot program.

**MOTION: Moved by K.C. Pohtilla, seconded by Daisy Sapida, the Park Board unanimously approved Bob and Rhonda Severns' proposal to construct and install a "Leave a Book / Take a Book" box near the Teacher's Tribute Garden at Windjammer Park and forward their recommendation to City Council for approval.**

## OAK HARBOR PARK BOARD

Monday, October 13, 2014, 11:30 a.m.

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### 5. Smoking in Parks

Hank passed out information collected from the internet about smoking in parks. One document was Revised Code of Washington (RCW) Chapter 70.160 Smoking in Public Places and the other was King County's Tobacco-Free Parks Policy Implementation Guide. He asked the Park Board members to take the documents home and review them, then bring them back to the next Park Board meeting to discuss proposing such a policy to City Council.

K.C. asked about signage. Hank indicated that we would need municipal code or policy to back it up. She asked if the Police Department could drive by the parks to monitor the smoking. Mike asked if this might be something Citizens on Patrol could monitor. He indicated that he's received complaints from wives club members about people smoking near playgrounds. Cac said we may be able to establish a policy which allows us to create smoke free zones in parks and install signage.

### 6. Permaculture Food Forest Dedication

Hank said the dedication of the Permaculture Food Forest is scheduled for Friday, October 24, at 4:00 p.m. on site near Hal Ramaley Park. He stated that the contract with Spin Café was not signed by them due to some issues including the cost of insurance. The City's Law Department is looking into a Community Garden Contract with the Food Forest Organizers. Hank added that Spin Café is no longer associated with the Food Forest and Netsah Zylinsky, Certified Permaculture Teacher, is now in charge of the project.

Hank said he recently met with Garden Club representatives and Vivian Rogers Decker, who is the Homeless Liaison for OHHS and is associated with Spin Café, regarding the kids that have been hanging out at the Hal Ramaley Park Gazebo. The Garden Club has been concerned about increasing damage and vandalism at the park. Beginning in June, the Café began sponsoring a pop up café "Food Lifeline" for kids at Flintstone Park, which has likely attracted the kids to hang out at Hal Ramaley Park. It was determined that a young woman who is associated with the Café would be willing to mentor the kids, discourage vandalism, and encourage them to take ownership and clean up after themselves. Hank said they may also install a camera. Mike suggested fencing or blocking the property near the old Element and Island Transit so that they can't drive through the area.

### 7. Parks Update

- The fence has been taken down around the 42" Storm Water Outfall Project and grass has been planted.
- The Parks Division will install skate stops at Scenic Heights Trailhead.
- They are currently over seeding and top dressing the sports fields.



**OAK HARBOR PARK BOARD**

**Monday, October 13, 2014, 11:30 a.m.**

**Page 4**

- On Saturday, October 18, there will be a group of volunteers installing a temporary path and fencing with a handrail at VFW Park. Grant funding has been secured for a permanent solution to improve the park after the landslide that took place in February 2013. Cac added that the design work is scheduled for 2015 and construction in 2016.
  - Hank said an Ad-Hoc Committee has been formed to recommend uses for the Post Office Garry oak tree wood. The wood is to be used in a manner that will honor and commemorate the tree for current and future citizens of Oak Harbor. The Committee wanted to reach out to the community to get their ideas for the use of the wood. There will be a flyer in utility bills and notifications on the City's web site and Channel 10. The deadline date to submit ideas is November 1. Daisy asked if an art piece commemorating the tree on site could be included. Hank indicated that would likely be part of the plan.
- 
- ◆ Joel stated that he has noticed that the sprinklers at Walgreens and Coldwell Banker/Tara Properties watering a bench and the sidewalk and that they often seem to be running on rainy days. Hank indicated that he would contact the Water Division and ask them to let the businesses know about this.
  - ◆ Mike asked about a status update of the Wastewater Treatment Plant Project. Cac said staff has been meeting with consultants regarding footprint, conceptual design and essential features. Permitting issues are still in process. He indicated that there may be charrette group discussions regarding concepts within the next couple of months, and next year the design components should be finalized. Skip asked if the Bayshore Drive connection could be a pedestrian only plaza. Cac said the Bayshore Drive connection is yet to be determined and that the City Council will need to discuss the master plan for the Bayshore area corridor.

Respectfully submitted,

Deborah Mueller  
Public Works Administrative Assistant

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

Bill No. 8. a.  
Date: November 18, 2014  
Subject: Resolution 14-40: 2015  
Legislative Priorities

**FROM: Larry Cort, City Administrator**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**PURPOSE**

The purpose of this agenda bill is to discuss and consider approval of the City of Oak Harbor Legislative Priorities for the 2015 session.

**SUMMARY STATEMENT**

As one method for conveying information to the State Legislature for the upcoming Legislative session, the attached resolution outlines those issues which the City of Oak Harbor believes should have the highest priorities in 2015. A resolution by City Council conveying its wishes to our Legislators can convey a formal and more comprehensive message than sending or voicing individual requests. Moreover, a resolution provides a concise listing as a priority of those needs the City Council deems crucial.

The attached 2015 Legislative Priorities is based on the Council discussion at the October 22, 2014 special Council workshop. Once adopted, this resolution will be forward to the Association of Washington Cities and to our legislative partners. We expect to extend invitations to Representatives Dave Hayes and Norma Smith and Senator Barbara Bailey to meet with the Council later this year.

**FISCAL IMPACT DESCRIPTION**

None.

**PREVIOUS COUNCIL ACTIONS**

**CITY COUNCIL WORKSHOP**

This item was discussed at the October 22, 2014 Council Workshop.

**RECOMMENDED ACTION**

Discuss and consider approval of Resolution No. 14-40

**DISCUSSION**

**AUTHORITY**

**ATTACHMENTS**

1. Draft Resolution 14-40

**RESOLUTION NO. 14-40**

**A RESOLUTION BY THE CITY OF OAK HARBOR IDENTIFYING 2015 WASHINGTON STATE LEGISLATIVE PRIORITY ISSUES**

WHEREAS, the City of Oak Harbor has a keen interest in how the Washington State Legislature actions can and do impact the City; and

WHEREAS, it is the City’s intention to work with the Governor’s Office, the leadership throughout the Senate and House, and the Association of Washington Cities with specific help from the City’s 10<sup>th</sup> District Legislators, and

WHEREAS, the City of Oak Harbor has a good positive working relationship with the current 10<sup>th</sup> District Legislators; and

WHEREAS, this positive working relationship is fostered by the frequent and ongoing exchange of information where the specific needs and priorities of the City of Oak Harbor are clearly expressed to our 10<sup>th</sup> District Legislators; and

WHEREAS, by the attached Exhibit “A” the City of Oak Harbor wishes to extend to Washington State Senator Barbara Bailey, Representative Norma Smith, and Representative Dave Hayes the City of Oak Harbor’s 2015 Legislative Priority Issues.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oak Harbor, Washington, that the attached Exhibit “A” is hereby adopted as the 2015 Legislative Priority Issues of the City of Oak Harbor.

PASSED by the City Council of the City of Oak Harbor this 18th Day of November, 2014.

CITY OF OAK HARBOR

\_\_\_\_\_  
Scott Dudley, Mayor

Approved as to Form:

ATTEST:

\_\_\_\_\_  
Anna Thompson, City Clerk

\_\_\_\_\_  
Nikki Esparza, City Attorney

**EXHIBIT “A”**  
**CITY OF OAK HARBOR 2014 LEGISLATIVE PRIORITY ISSUES**

1. **Support and promote** the City’s applications to State funding sources to help pay for replacing Oak Harbor’s wastewater treatment plant to relieve a portion of the burden on local ratepayers.
2. **Sponsor and advocate** for an amendment to the Revised Code of Washington that will grant municipal-owned marinas the same leasing options available to port district-owned marinas.
3. **Retain** CAPRON Transportation funding as a critical resource for Whidbey Island surface transportation needs.
4. **Support** reinstatement and long-term viability of funding for the Public Works Trust Fund Program.
5. **Support** grant funding from the Department of Commerce to local agencies who must comply with the State mandate to review and update local comprehensive plans by 2016.
6. **Support** a Legislative effort to limit local government liability and financial burdens caused by unreasonable public records requests.
7. **Refrain** from supporting any Legislative proposals that would establish a mandate upon local government without providing the necessary funds to fully support the mandate.
8. **Support** a Legislative effort to continue planning for an alternative to and preservation of the Deception Pass Bridge.
9. **Support** a Legislative effort to repeal those portions of RCW 36.70A.070(6) requiring Island County and its cities such as Oak Harbor to include State highways and ferry route capacity in determining transportation concurrency in local comprehensive plans.
10. **Continue** to support Legislative efforts to provide ongoing funding assistance for Phase II cities subject to NPDES storm water regulation and permitting.
11. **Refrain** from supporting any Legislative proposal that requires the election of all municipal court judges.

12. **Continue** to be diligent in addressing the State budget crisis without transferring State obligations onto local government.
13. **Continue** to support Legislation that provides flexibility at the point of collecting development impact fees.
14. **Support** amending the frequency of required financial audits for cities and towns with records of clean audits.
15. **Remove** the permanent \$10 million diversion of liquor taxes to local governments and maintain the historic revenue sharing system for liquor profits.
16. **Share** marijuana tax revenue with cities.

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

Bill No. 8. b.  
Date: November 18, 2014  
Subject: Resolution 14-46: Remove  
Pioneer Plaza funds designation  
from lodging tax revenues.

**FROM: Doug Merriman, Finance Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**PURPOSE**

The purpose of Resolution No. 14-46 is to uncommit approximately \$130,000 in lodging tax revenues previously identified in 1998 as a grant matching commitment for the Pioneer Plaza Project. At the November 5, 2014 City Council meeting, a motion was made and seconded for staff to bring forward to City Council a Resolution removing the Pioneer Plaza Project designation from approximately \$130,000 of lodging tax funds.

**SUMMARY STATEMENT**

In early 1998, the City of Oak Harbor began a project entitled the Pioneer Plaza project. The City applied for grant funding for the construction of the proposed plaza, to be located on the corner of Dock Street and Pioneed Way, with City Council designating approximately \$130,000 in lodging tax funds as City's matching contribution. Unfortunately, the City was not successful in obtaining the grant. Even though the grant effort was not successful, no further action was taken to either pursue other financing for the project or to de-commit the lodging tax funds.

Resolution No. 14-46 is a 'house keeping' item designed to clarify the status of the approximately \$130,000 in lodging tax revenues previously earmarked by a previous City Council as matching funds for the Pioneer Plaza project. The Resolution de-commits the funds, returning these monies to an unrestricted status. Earlier in 2014 via the mid-biennial budget amendment, these funds were transferred back to the Lodging Tax Fund #116 from the Windjammer Fund #325.

**FISCAL IMPACT DESCRIPTION**

None

**PREVIOUS COUNCIL ACTIONS**

This resolution eliminates the restriction placed on these funds as a matching component of the Pioneer Plaza grant application.

**CITY COUNCIL WORKSHOP**

Not applicable.

**RECOMMENDED ACTION**

Adopt Resolution No. 14-46

**DISCUSSION**

None

**AUTHORITY**

Under RCW 35A.11.020, The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees.

**ATTACHMENTS**

1. Resolution 14-46 Unrestrict Lodging Tax Funds Dedicated to Pioneer Plaza Project

**RESOLUTION NO. 14-46**

**A RESOLUTION OF THE CITY OF OAK HARBOR COUNCIL REMOVING A PREVIOUS 1998 DESIGNATION COMMITMENT ON APPROXIMATELY \$130,000 IN LODGING TAX FUNDS PREVIOUSLY SET ASIDE AS MATCHING FUNDS FOR A GRANT TO CONSTRUCT THE PIONEER PLAZA PROJECT.**

WHEREAS, the City Council in 1998 authorized the designation of approximately \$130,000 in lodging tax revenues to be utilized as the City's matching contribution towards obtaining a grant to construct the Pioneer Plaza Project; and

WHEREAS, the City's was unsuccessful in obtaining approval for its grant application; and

WHEREAS, City Council desires to remove any and all designations of lodging tax to be utilized as a grant matching component for funding the construction of the Pioneer Way Plaza project; and

WHEREAS, the undesignated funds are to be returned to an unrestricted status.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, RESOLVES TO REMOVE THE RESTRICTION DESIGNATION ON ANY AND ALL LODGING TAX FUNDS PREVIOUSLY SET ASIDE FOR THE PIONEER PLAZA CONSTRUCTION PROJECT, WITH ALL APPLICABLE FUNDS BEING RETURNED TO AN UNRESTRICTED STATUS.

PASSED and approved by the City Council this 18<sup>TH</sup> day of November, 2014.

CITY OF OAK HARBOR

\_\_\_\_\_  
SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

\_\_\_\_\_  
Anna Thompson, Esq., City Clerk

\_\_\_\_\_  
Nikki Esparza, City Attorney

Introduction:

Adopted:

Published:

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

Bill No. 8. c.  
Date: November 18, 2014  
Subject: Resolution 14-47: HDHP Health Savings Account funding for 2015

**FROM: Sara Piccone, Human Resources Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**PURPOSE**

This agenda bill presents a proposed Resolution 14-47 that would, if approved, continue the City's current funding level for the Health Savings Account (HSA) for employees enrolled in the High Deductible Health Plan in 2015.

**SUMMARY STATEMENT**

Employees who enrolled in the HDHP benefit plan effective December 1, 2013 had, at the City's expense, their Health Savings Accounts funded to the IRS maximum for 2013 (\$3,250 for employees or \$6,450 for employees with families). Beginning with the first pay period after January 1, 2014, monthly payments amounting to one-twelfth of the IRS maximum for 2014 (\$3,300 for employees or \$6,550 for employees with families) were paid by the City into the HSAs of participating employees.

As part of the 2015-16 Budget process, the City Council will consider and approve the funding amount for Health Savings Accounts for those employees choosing the HDHP option in 2015. The 2015-16 Budget will not be adopted until December 2, 2014 at the earliest. Unfortunately, this date is after the open enrolment period during which the City's employees will select their 2015 benefit plan which, in effect, will make it difficult for our employees to select the HDHP/HSA plan without knowing the exact funding level of the City's contribution in 2015. The HDHP/HSA option has been a popular choice for some employees (26 are currently enrolled) and are comparable in cost to the other two plans.

To rectify this difficulty and to give our employees the security they need to make a wise health care choice, the Administration is recommending that the City continue funding the HSA for 2015 based on the IRS maximum (\$3,350 for employees or \$6,650 for employees with families) as it did in 2014. Because the final budget will not be adopted until after the health benefit enrolment period, the Administration proposes that the Council adopt Resolution 14-47 to provide the necessary security for employees to make the wisest possible choice for their health benefit plan.

**FISCAL IMPACT DESCRIPTION**

For 2015, fund Health Savings Accounts at \$3,350 for employees and \$6,650 for employees with families. The attachment compares the funding levels for the plans currently offered by the City. The HDHP/HSA cost is roughly comparable to the HealthFirst option.

**PREVIOUS COUNCIL ACTIONS**

**CITY COUNCIL WORKSHOP**

**RECOMMENDED ACTION**

Adopt Resolution No. 14-47

**DISCUSSION**

**AUTHORITY**

**ATTACHMENTS**

1. 2015 Health Benefits Employer Cost Comparison
2. Draft Resolution 14-47

2015 Health Benefits Employer Cost Comparison						
Employer Cost Annually	Employee	Spouse	1 Child	2+Children	HSA Funding	Totals
<b>Healthfirst (Original)</b>						
Employee Only	\$8,219.16					\$8,219.16
Employee and Spouse	\$8,219.16	\$6,211.08				\$14,430.24
Employee, Spouse and 1 Child	\$8,219.16	\$6,211.08	\$3,056.04			\$17,486.28
Full Family	\$8,219.16	\$6,211.08		\$5,588.04		\$20,018.28
Employee and 1 Child	\$8,219.16		\$3,056.04			\$11,275.20
Employee and 2+ Children	\$8,219.16			\$5,588.04		\$13,807.20
<b>Healthfirst 250</b>						
Employee Only	\$7,518.00					\$7,518.00
Employee and Spouse	\$7,518.00	\$5,685.84				\$13,203.84
Employee, Spouse and 1 Child	\$7,518.00	\$5,685.84	\$2,801.04			\$16,004.88
Full Family	\$7,518.00	\$5,685.84		\$5,116.68		\$18,320.52
Employee and 1 Child	\$7,518.00		\$2,801.04			\$10,319.04
Employee and 2+ Children	\$7,518.00			\$5,116.68		\$12,634.68
<b>Group Health \$10 Copay</b>						
Employee Only	\$6,478.20					\$6,478.20
Employee and Spouse	\$6,478.20	\$4,787.16				\$11,265.36
Employee, Spouse and 1 Child	\$6,478.20	\$4,787.16	\$2,440.44			\$13,705.80
Full Family	\$6,478.20	\$4,787.16		\$4,880.88		\$16,146.24
Employee and 1 Child	\$6,478.20		\$2,440.44			\$8,918.64
Employee and 2+ Children	\$6,478.20			\$4,880.88		\$11,359.08
<b>High Deductible Health Plan</b>						
Employee Only	\$4,400.40				*whole \$3,350.00	\$7,750.40
Employee and Spouse	\$4,400.40	\$3,340.92			\$6,650.00	\$14,391.32
Employee, Spouse and 1 Child	\$4,400.40	\$3,340.92	\$1,675.20		\$6,650.00	\$16,066.52
Full Family	\$4,400.40	\$3,340.92		\$3,046.92	\$6,650.00	\$17,438.24
Employee and 1 Child	\$4,400.40		\$1,675.20		\$6,650.00	\$12,725.60
Employee and 2+ Children	\$4,400.40			\$3,046.92	\$6,650.00	\$14,097.32

**RESOLUTION NO. 14-47**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAK HARBOR UPDATING THE FUNDING OF THE HEALTH SAVINGS ACCOUNT FOR EMPLOYEES ENROLLING IN THE HIGH DEDUCTIBLE HEALTH PLAN IN BENEFIT YEAR 2015**

WHEREAS, health insurance benefits for City of Oak Harbor employees promote the health and well-being of City employees and their families, reduce the use of sick leave and promote employee retention; and

WHEREAS, employees who enrolled in the HDHP effective December 1, 2013 had at the City's expense, their HSA funded to the IRS maximum for 2013 (\$3,250 for employees or \$6,450 for employees with families); and

WHEREAS, Beginning with the first pay period after January 1, 2014, monthly payments amounting to one-twelfth of the IRS maximum for 2014 of \$3,300 for employees or \$6,550 for employees with families were paid by the City into the HSAs of participating employees.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OAK HARBOR THAT:**

Section 1. Administration is recommending that the City continue funding the HSA at the IRS maximum for 2015.

Section 2. Beginning with the first pay period after January 1, 2015, monthly payments amounting to one-twelfth of the IRS maximum for 2015 (\$3,350 for employees or \$6,650 for employees with families) will be paid by the City into the HSAs of participating employees.

Section 3. This resolution shall become effective upon its passage and approval.

PASSED by the City Council and approved by its Mayor this 18th day of November, 2014.

THE CITY OF OAK HARBOR

\_\_\_\_\_  
SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

\_\_\_\_\_  
Anna Thompson, City Clerk

\_\_\_\_\_  
Nikki Esparza, City Attorney

Introduction:

Adopted:

Published:

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

Bill No. 11. a.  
Date: November 18, 2014  
Subject: Authorize the Mayor to sign  
Amendment No. 2 to the Gray  
& Osborne Professional  
Services Agreement for the  
Water System Plan.

**FROM: Cathy Rosen, Public Works Director and Joe Stowell, City Engineer**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**PURPOSE**

This agenda bill recommends City Council approval of Amendment 2 to the Professional Services Agreement (PSA) for developing the Water System Plan with the engineering consulting firm of Gray & Osborne, Inc..

**SUMMARY STATEMENT**

The City of Oak Harbor water utility owns and operates three water supply wells as a back-up to the supply from Anacortes. Each well has chlorinating water treatment equipment that automatically adds a small amount of chlorine to the water as it is pumped from the wells. The chlorine is added to eliminate bacteria should any ever get into the water supply. There is also a chlorine treatment system at the Ault Field Pump Station that is a back-up to the treatment provided by the Anacortes Water Treatment Plant.

The City of Oak Harbor Water Utility has recently completed the process of developing a Water System Plan with assistance from the engineering consulting firm of Gray & Osborne. While reviewing the draft Water System Plan, the Washington State Department of Health determined that they did not have sufficient documentation describing the equipment used to chlorinate water produced by the Oak Harbor water supply wells and as back up to the treatment from Anacortes. The Oak Harbor Water Utility is required to submit documentation as described in WAC 246-290-120 to confirm adequacy, and effectiveness of the chlorine water treatment systems.

Staff recommends amending Gray & Osborne's Professional Services Agreement for the Water System Plan to include documentation of the City's Chlorine Treatment Equipment. Since this was an unexpected comment from the Department of Health, it was not included in their original scope of services. The attached amendment adds this scope of services to their existing contract.

**FISCAL IMPACT DESCRIPTION**

Funds Required: \$6,500

Appropriation Source: Water Utility Funds

### **PREVIOUS COUNCIL ACTIONS**

#### **CITY COUNCIL WORKSHOP**

This item has not been presented at a Council workshop.

#### **RECOMMENDED ACTION**

A motion to authorize the Mayor to sign Amendment 2 to the PSA with Gray & Osborne which increases the scope of services to include documentation of the chlorine treatment systems described above.

#### **DISCUSSION**

#### **AUTHORITY**

#### **ATTACHMENTS**

1. PSA Amendment No. 1
2. Gray & Osborne Water System Plan PSA
3. PSA Amendment No. 2

<b>Professional Services Agreement Amendment Number <u>1</u></b>	Organization and Address	
Original Agreement Title: Water System Plan Update	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 Phone: 360-279-4500	
Project Number: ENG-08-03	Execution Date 1/02/2013	Completion Date (Prior) 12/31/2013
Project Title Water System Plan Update	New Maximum Amount Payable <u>\$46,550.00 (no change)</u>	
Description of Work Update to the City of Oak Harbor Water System Plan.		

The City of Oak Harbor  
desires to supplement the agreement entered into with Gray & Osborne, Inc.  
and executed on 1/02/2013 and identified as Professional Services Agreement with Gray  
& Osborne, Inc.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**SCOPE OF WORK** is hereby amended to add the following:  
NO CHANGE

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**SCOPE OF WORK** is hereby changed and supplemented with the following:  
NO CHANGE.

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**PROJECT COMPLETION DATE AMENDED TO:** December 31, 2014  
**TIME OF COMPLETION – SCOPE OF SERVICES:** December 31, 2014

**PAYMENT** shall be amended as follows:

NO CHANGE

Payment shall be made in accordance with the terms and conditions described in the original contract.

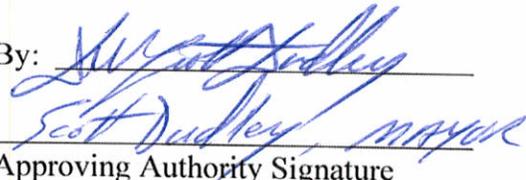
If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By:



Thomas M. Zerkow, Pres.  
Consultant Signature

By:

  
Scott Dudley, Mayor

Approving Authority Signature

12/30/13

Date



**CITY OF OAK HARBOR  
CONSULTANT AGREEMENT  
WITH GRAY & OSBORNE, INC.**

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**PROJECT TITLE:** WATER SYSTEM PLAN UPDATE

**PROJECT COMPLETION DATE:** December 31,2013

**MAXIMUM AMOUNT PAYABLE:** \$46,550

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## **CONSULTANT CONTRACT HEADING**

### **I. INSTRUCTIONS**

This contract must be completed in full, including all applicable exhibits. If an exhibit is not applicable, it should be marked "VOID".

Any changes or additions to this contract must be made in writing and set forth below. (The parties may attach appendices and exhibits to this contract but they **must** be listed in Section IV below.) Any exceptions or changes to the General Requirements must be listed in Section XI of the contract.

### **II. CONSULTANT INFORMATION**

Name: Gray & Osborne, Inc.

Address: 701 Dexter Avenue North, Suite 200, Seattle, WA, 98109

Telephone/Fax No.: (206) 284-0860/(206) 283-3206

Federal ID No.: 91-089-718

Do you require a 1099 for the IRS? No

### **III. PROJECT INFORMATION**

Project Title: Water System Plan Update

Project Description: Update the 2003 Water System Plan to provide a thorough analysis of water system issues for the City's existing service area. The goal is to complete comprehensive long-term planning for operations, source capacity, infrastructure improvements, and water use policies for the system.

Project Completion Date: December 31, 2013

Maximum Amount Payable: \$46,550

Progress Payments: Monthly

### **IV. ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT**

None



**IX. CERTIFICATION OF THE CONSULTANT AND THE CITY**

Attached hereto as Exhibit "A-1" is the Certification of the Consultant and Certification of City Official. Exhibit "A-2" is the Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

**X. COMPLETE AGREEMENT**

This document and referenced attachments contain all covenants, stipulations and provisions agreed upon by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XI. GENERAL REQUIREMENTS**

The General Requirements for Consulting Contract, on file in the City Clerk's Office at Oak Harbor City Hall, a copy of which is attached hereto, shall apply to this AGREEMENT except as modified in this Section XI (General Requirements). The CONSULTANT has assured that the attached copy of the General Requirements conforms to the set filed in the City Clerk's Office.

General provisions are modified to provide that "CONSULTANT shall provide period reports as required and not necessarily on a monthly basis."

**XII. EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

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

By Thomas M. Zeehl  
Consultant: Gray & Osborne, Inc

By \_\_\_\_\_  
Agency: \_\_\_\_\_  
Principal

I, Thomas M. Zerkel, Consultant, certify under penalty of perjury under the laws of the State of Washington that this copy of the General Requirements for Consultant Contract conform to the set filed in the Clerk's Office.

Dated: December 20, 2012

Thomas M. Zerkel  
By Thomas M. Zerkel

## **GENERAL REQUIREMENTS**

### **1. MISCELLANEOUS PROVISIONS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT's participation. The minimum number of hours or days notice required shall be agreed to between the CITY and the CONSULTANT and shown in Exhibit "B" attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report as needed by the CITY (but in no case shall it be more than once a month), in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports and other data, furnished to the CONSULTANT by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

### **2. TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in Section III of this AGREEMENT under "Project Completion Date".

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by an act of God, governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the CITY is required to extend the established completion date.

### **3. SUBCONTRACTING**

The CITY permits subcontracts for only those items of work designated for subcontracts in Exhibit "G-1" or "G-2" to this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless prior written approval has been issued by the CITY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section VIII. All subcontracts exceeding Ten Thousand Dollars (\$10,000.00) in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

#### **4. EMPLOYMENT**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, 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.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

#### **5. NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sexual orientation, sex, 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; unless based upon a bona fide occupational qualification; with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rate of pay or other forms of compensation, selection for training, or rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the CITY and further that

the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the applicable federal law relative to nondiscrimination, Title 49, Code of Federal Regulations, which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the Americans with Disabilities Act of 1992, as amended.
- B. INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the CITY and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such state or federal law. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- C. SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

  - (1) Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  - (2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- D. INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.
- E. UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

## **6. TERMINATION OF AGREEMENT**

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten (10) days' written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "F".

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice to Terminate exceeds the total amount that would be due, computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reasons that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of this AGREEMENT.

In the event of death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the CITY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT, or for failure of the

CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **7. CHANGES OF WORK**

The CONSULTANT shall make changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under General Requirements, Section 13.

## **8. DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the City Administrator or his/her designee, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided, however, that if an action is brought challenging the Public Works Superintendent or City Engineer's decision, that decision shall be subject to de novo judicial review.

## **9. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Island County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Island County.

## **10. LEGAL RELATIONS AND INSURANCE**

- A. The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of Washington.
- B. The CONSULTANT's relation to the CITY shall be at all times as an independent contractor and not as an employee.
- C. Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call

assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

- D. The CITY will pay no payments under Section VIII "Payments" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

## 11. INDEMNIFICATION REQUIREMENTS

Indemnification/Hold Harmless. The CONSULTANT shall indemnify and hold the AGENCY and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY against and hold harmless the AGENCY from claims, demands or suits based solely upon the conduct of the AGENCY, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

## 12. INSURANCE.

The CONSULTANT shall procure and maintain for the duration of this AGREEMENT, insurance claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives or employees.

- A. **No Limitation.** CONSULTANT's maintenance of insurance as required by the AGREEMENT shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.
- B. **Minimum Scope of Insurance.** CONSULTANT shall obtain insurance of the types described below:
  - 1. 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.

2. 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 CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  4. Professional Liability insurance appropriate to the CONSULTANT's profession.
- C. **Minimum Amounts of Insurance.** CONSULTANT shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000.00) per accident.
  2. Commercial General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
  3. Professional Liability insurance shall be written with limits not less than One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) policy aggregate limit.
- D. **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:
1. The CONSULTANT'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 in excess of the CONSULTANT's insurance and shall not contribute with it.
  2. The CONSULTANT'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.
- E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- F. **Verification of Coverage.** CONSULTANT 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 CONSULTANT before commencement of the work.

### **13. EXTRA WORK**

- A. The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly. If the change causes an increase in the maximum amount payable, it shall not become a part of this AGREEMENT unless and until a written amendment to the AGREEMENT is executed by both the CITY and the CONSULTANT.
- C. The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as "claim") under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **14. ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

### **15. EQUAL OPPORTUNITY**

- A. Compliance with 41 CFR 60-1.4 -- Equal Opportunity Clause. The CITY incorporates 41 CFR 60-1.4 -- Equal Opportunity Clause by reference.
- B: Compliance with 41 CFR 60-250.5 -- Equal Opportunity Clause (Special Disabled Veterans).

1. The CONSULTANT will not discriminate against any employee or applicant for employment because he or she is a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in all employment practices, including the following:
  - i. Recruitment, advertising, and job application procedures;
  - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - iii. Rates of pay or any other form of compensation and changes in compensation;
  - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - v. Leaves of absence, sick leave, or any other leave;
  - vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;
  - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - viii. Activities sponsored by the CONSULTANT including social or recreational programs; and
  - ix. Any other term, condition, or privilege of employment.
2. The CONSULTANT agrees to immediately list all employment openings which exist at the time of the execution of this AGREEMENT and those which occur during the performance of this AGREEMENT, including those not generated by this AGREEMENT and including those occurring at an establishment of the CONSULTANT other than the one wherein the AGREEMENT is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

3. Listing of employment openings with the local employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the CONSULTANT from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
4. Whenever the CONSULTANT becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the state employment security agency in each state where it has establishments of the name and location of each hiring location in the state: Provided, That this requirement shall not apply to state and local governmental CONSULTANTS. As long as the CONSULTANT is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent AGREEMENTS. The CONSULTANT may advise the state agency when it is no longer bound by this AGREEMENT clause.
5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
6. As used in this clause:
  - i. All employment openings include all positions except executive and top management, those positions that will be filled from within the CONSULTANT's organization, and positions lasting three (3) days or less. This term includes full-time employment, temporary employment of more than (3) three days' duration, and part-time employment.
  - ii. Executive and top management means any employee:
    - (a) whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and
    - (b) who customarily and regularly directs the work of two (2) or more other employees therein; and

- (c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and
  - (d) who customarily and regularly exercises discretionary powers; and
  - (e) who does not devote more than twenty percent (20%), or, in the case of an employee of a retail or service establishment who does not devote as much as forty percent (40%), of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6.ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment, or who owns at least a twenty percent (20%) interest in the enterprise in which he or she is employed.
- iii. Positions that will be filled from within the CONSULTANT's organization means employment openings for which no consideration will be given to persons outside the CONSULTANT's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- 7. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 8. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 9. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, recently separated veterans, or other protected veterans. The CONSULTANT must ensure that applicants or employees who are special disabled veterans are informed of the

contents of the notice (e.g., the CONSULTANT may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

10. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONSULTANT is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, and other protected veterans.
11. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of Twenty-five Thousand Dollars (\$25,000.00) or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance may direct to enforce such provisions, including action for noncompliance.

C. Compliance with 41 CFR 60-741.5 -- Equal Opportunity Clause (Workers with Disabilities).

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - i. Recruitment, advertising, and job application procedures;
  - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - iii. Rates of pay or any other form of compensation and changes in compensation;
  - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - v. Leaves of absence, sick leave, or any other leave;

- vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;
  - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - viii. Activities sponsored by the CONSULTANT including social or recreational programs; and
  - ix. Any other term, condition, or privilege of employment.
2. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
  3. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
  4. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONSULTANT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
  5. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
  6. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order in excess of Ten Thousand Dollars (\$10,000.00), unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**EXHIBIT A-1  
CERTIFICATION OF CONSULTANT**

Project No.

I hereby certify that I am Thomas M. Zerkel a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 701 Dexter Avenue North, Suite 200, Seattle WA 98109 and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract.
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any).

I further certify that the firm I here represent is authorized to do business in the State of Washington and that the firm is in full compliance with the requirements of the Board of Professional Registration.

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

December 20, 2012

Date

Thomas M. Zerkel  
Signature

**CERTIFICATION OF CITY OFFICIAL**

I hereby certify that I am the responsible City official for the City of Oak Harbor, Washington, for this AGREEMENT and that the above consulting firm or its representative has not been required directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person; or
- (b) pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**EXHIBIT A-2**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
**AND OTHER RESPONSIBILITY MATTERS-**  
**PRIMARY COVERED TRANSACTIONS**

1. The CONSULTANT, through the prospective primary participant, certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or city;
  - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
  - d. have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
  
2. Where the CONSULTANT, through the prospective primary participant, is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Gray & Osborne, Inc.

December 20, 2012  
Date

Thomas M. Zerkel  
President or Authorized Official or  
Consultant Signature

**EXHIBIT B  
SCOPE OF WORK (ADD ON)**

Project No. \_\_\_\_\_

**See attached documents furnished by the Consultant**

## **EXHIBIT B**

### **SCOPE OF WORK**

#### **CITY OF OAK HARBOR WATER SYSTEM PLAN UPDATE**

The City of Oak Harbor would like to update the 2003 Water System Plan (Plan) to provide a thorough analysis of water system issues for the City's existing service area. The City's goal is to complete comprehensive long-term planning for operations, source capacity, infrastructure improvements, and water use policies for the system.

City staff have started work on developing an updated Water System Plan, and to date have completed preliminary versions of Chapter 1 – Water System Description and Chapter 2 – Basic Planning Data and Demand Forecast. The City would like Gray & Osborne to review these existing chapters and provide any additional information as required. The City would also like Gray & Osborne to develop the remaining chapters to provide a complete updated Water System Plan.

In 2009, Gray & Osborne provided engineering services to assist the City in determining the best location for a new reservoir. The scope of work for these services included updating the water system modeling program. This investigation identified several deficiencies in the City's current pressure zone system and the final result of this study was a recommendation that the City should develop a completely new pressure zone system. Gray & Osborne provided the City with a report titled *New Reservoir Project Predesign Report* describing the need for creating new pressure zones in the City's water distribution system and the Capital Improvement Projects (CIPs) necessary to accomplish the recommended new pressure zone system. This report and its findings will be used as a basis for the development of the CIPs necessary to support the Water System Plan.

The following further describes the specific scope of work to complete a water system plan that will meet the requirements of WAC 246-290 and provide information essential for long-term system planning for the City. The scope of work contains the specific information required by the Washington State Department of Health (DOH) for water system plans and additional areas of interest to the City.

#### **CHAPTER 1 – WATER SYSTEM DESCRIPTION**

Gray & Osborne will conduct a preliminary meeting with City staff and DOH representatives to review goals and objectives for the Plan and prepare a list of data requirements that must be collected from the City including water use and production records, water quality records, financial records, applicable City code and policies, any previous plans or studies affecting the water system, current issues, and information regarding City personnel.

As noted above, the City has developed a draft of Chapter 1 for the Water System Plan. Gray & Osborne's scope includes review of the City-developed Chapter 1 and providing any additional information that may be required to obtain DOH approval. Specifically, Gray & Osborne will provide a final version of Chapter 1 that includes the following:

- Update the history and development of the water system since the publication of the 2003 Water System Plan.
- Prepare map of water service area boundaries, including retail service area and future retail service area, based on location of existing area served, existing facilities, topography, other existing systems, and the County Growth Management Plan.
- Prepare service area and land use maps for identified water service area.
- Update population projections of the City's service area based on City's Comprehensive Plan.
- Provide water right overview (self-analysis required by Municipal Water Law (MWL) is done in Chapter 3).
- Prepare an inventory of critical water system components.
- Create existing water system base map, confirming waterline sizes and hydrant locations.
- Determine condition of existing system through review of existing maintenance records, DOH Sanitary Survey Reports, and field inspection.

## **CHAPTER 2 – BASIC PLANNING DATA AND DEMAND FORECAST**

The City has developed a preliminary version of this chapter. Gray & Osborne's scope includes review of this City-developed Chapter 2 and developing additional information as required. Gray & Osborne will augment the existing draft and provide a final Chapter 2 that includes the following:

- Existing average day, maximum day, and maximum instantaneous demand for the service area based on the data available.
- Existing water needs and uses by customer type, including average day, maximum day, and maximum instantaneous demand flows within each pressure zone.

- Identify distribution system leakage and incorporate into projected demands.
- Document current conservation program and estimate its impact on future water demand.
- Calculate existing and future service area water demands. Projections will be based on planning information provided by the City, including 6-year and 20-year growth rates as well as the number of connections anticipated at buildout.

### CHAPTER 3 – SYSTEM ANALYSIS

Summarize the minimum performance, reliability, and design criteria established by DOH, Ecology, and the City and the 2009 *New Reservoir Project Predesign Report*. Gray & Osborne will inspect existing water facilities with City staff to provide suitable evaluation. Water system facilities will be assessed relative to these criteria and the current and projected demands identified in Chapter 2 for the following system components:

- Distribution System
- Source Evaluation, including the City’s wells and the current water supply agreement with the City of Anacortes
- Storage Analysis
  1. Define overall storage capacity for the planning period relative to DOH standards for:
    - Dead Storage
    - Operational Storage
    - Standby Storage
    - Equalization Storage
    - Fire Suppression Storage
- Booster Station Capacity
- Water Quality
  1. Summarize source water quality data from City documents.

2. Compare the water quality to federal and state standards, and the water quality criteria developed in Performance and Design Criteria.
3. Review, assess, and describe anticipated requirements of the Safe Drinking Water Act. Summarize anticipated impacts to the City.
4. Describe City's efforts to satisfy customer concerns and complaints about water quality.

#### **CHAPTER 4 – HYDRAULIC MODELING**

- Prepare Hydraulic Model
  1. Perform site reconnaissance and develop background information on system control.
  2. Build upon hydraulic model developed for 2009 Reservoir Analysis. This scope assumes that existing fire flow test information is adequate for model calibration and that additional flow tests are not necessary.
- Distribution System/Hydraulic Analysis
  1. Review and summarize current fire flow requirements.
  2. Initiate model runs to compare model against fire flow data.
  3. Perform peak hour analysis of 2013, 2019, and 2033 scenarios.
  4. Perform fire flow analyses of 2013, 2019, and 2033 scenarios and provide an available fire flow map.

#### **CHAPTER 5 – WATER USE EFFICIENCY**

- In cooperation with City staff, update Water Use Efficiency Program in compliance with the latest DOH/Ecology requirements and general format.
- Update Water Use Efficiency goals for the 6-year planning period.
- Develop target water use reductions based on proposed conservation efforts.

- Assess water supply and demand characteristics including seasonal concerns.

## **CHAPTER 6 – OPERATION AND MAINTENANCE PROGRAM**

- Document organization and certification:
  1. Organizational chart listing personnel and responsibilities.
  2. Current certification requirements and DOH compliance status.
- Document major system components and outline maintenance and responsible personnel.
- Document Routine and Preventive Maintenance Program:
  1. Maintenance practices and inspection routines.
  2. Routine and preventive maintenance program.
  3. Routine maintenance recording forms.
- Document Water Quality Monitoring Program:
  1. Existing monitoring program and water quality data.
  2. Safe Drinking Water Act requirements.
  3. City's water quality monitoring schedule.
  4. DOH reporting requirements.
  5. Press release and boil water notice language in the event of bacterial contamination.
- Document Emergency Response Plan:
  1. Summarize natural and manmade hazards.
  2. Summarize preparedness planning including communications charts and emergency notification forms as appropriate for each hazard.

- Cross-Connection Control Program
  1. Review inventory provided by City staff of number and types of existing backflow prevention devices currently in service in the water system.
  2. Review City code and conditions of service for adequacy of City authority over cross-connection control.
  3. Document City's recordkeeping procedures for cross-connection control.
  4. Review City's existing Cross-Connection Control Program elements relative to AWWA PNWS Cross-Connection Control Manual guidance and recommend any improvements needed in City's program.

#### **CHAPTER 7 – SOURCE PROTECTION**

- Update the existing Wellhead Protection Plan.
- Briefly summarize the Anacortes supply agreement.

#### **CHAPTER 8 – CAPITAL IMPROVEMENT PLAN**

This chapter will update the capital improvements listed in the ...

- Develop a prioritized list of system deficiencies and needs, including operation, maintenance, and emergency planning.
- Describe, assess, and justify detailed alternatives to correct system deficiencies and accommodate projected growth, including cost analyses.
- Develop a service area map that locates proposed improvement alternatives.
- Provide a Capital Improvement Plan (CIP) schedule.
- Prepare detailed engineering cost estimates for each system improvement.

#### **CHAPTER 9 – FINANCIAL PROGRAM**

- Summarize existing water rates and historical water utility revenues and expenses for the past 6 years.

- Project water utility revenues and expenses for the 6-year planning period including CIP expenses.
- List and discuss the available and potential revenue sources for system improvements.
- Assess the City's capability to obtain potential sources of revenue.
- Assess the impact of the financial program relative to existing water rates.

## **OTHER**

- Incorporate record documentation of the City's three chlorination systems into water system plan to include DOH hypochloride checklist.
- Review and update water system construction standards for inclusion in the Plan appendices.
- Coordinate draft Plan reviews with adjacent water purveyors.
- Address DOH, County, and adjacent purveyor comments.
- Printing costs include the costs for printing five review copies of each milestone and the final plan for the City, and the necessary number of copies for agencies and adjacent purveyors. Printing costs for additional copies will be passed on to the City. An electronic version of the Plan in PDF format will also be provided to the City on a compact disk.

## **MEETINGS**

Attend two meetings with City staff, one public meeting, and one City Council workshop as necessary to complete Water System Plan.

## **QUALITY ASSURANCE/QUALITY CONTROL**

- Conduct quality assurance/quality control reviews at four phases of the Plan development:
  1. Concept (5%)
  2. Chapters 1 through 3 (30%) – Deliverable to the City for review

3. Chapters 4 through 6 (60%) – Deliverable to the City for review
4. Final (90%) – Final to the City

### **PRELIMINARY LIST OF REQUESTED INFORMATION AND MATERIALS**

The City would like to complete the Water System Plan update as soon as possible. An accelerated project schedule will require as complete a package of the following information as is practical within 30 days of the Notice to Proceed.

#### **Related Documents**

Any of the following plans, agreements, or documents are requested that the City has completed in the past, if available:

- Current City Comprehensive Plan
- Existing Interlocal Agreements
- Cross-Connection Control Plans
- Water Quality/Coliform Monitoring Plans
- Land Use and Zoning Plans
- Operation and Maintenance Plans
- Service Area Policies
- Growth Management Act (GMA) Plans

#### **General Planning Information**

The following general planning information is requested, if available:

- Historic population data
- Planned annexations, expansions of the UGA, or changes in land use or zoning

## **Water Production and Consumption Data**

For the last 6 years, the following information is requested, if available or applicable:

- Water production records from each source, including daily production readings
- Pump station meter and run time data
- Monthly and annual metered water consumption records by customer type (single-family residential, multifamily residential, commercial, and industrial), meter size, and address

## **Fire Flow Data**

The following fire flow information is requested, if available:

- Required fire flow as determined by City ordinance or the Fire Marshal
- The most recent Washington Survey and Rating Bureau Report for the City

## **Operation and Maintenance**

The following information regarding the operation and maintenance of the water system is requested, if available:

- List of public works staff and certification status of each employee
- System maintenance schedule and maintenance procedures
- The system Water Facility Inventory form
- Copy of cross-connection control ordinance and summary of cross-connection control devices within the service area
- List of linear feet of pipe in the distribution system by types and sizes
- Existing water conservation measures (e.g., water bill inserts, meter testing and repair program, individual service meters for all users, implementing rate design techniques, distribution of brochures and pamphlets, low-flow showerheads and toilet devices, etc.)

- Operation procedures for the system including a description of telemetry and control of sources and reservoirs

### **Water Quality/Wellhead Protection**

The following water quality information is requested, if available or applicable:

- Water Quality Monitoring Report for 2012 sent to the City by the Department of Health
- Setback covenants for the City's wells
- Current Wellhead Protection Plan
- Most recent Consumer Confidence Report

### **Emergency Response**

The following emergency response information is requested, if available:

- Routine and emergency operation and control procedures
- List of personnel with emergency training (e.g., CPR, first-aid, hazmat)
- Chain-of-command of City decision-making personnel in the event of an emergency
- Emergency phone list, including phone numbers for local utilities, chemical and equipment suppliers, local fire authority, etc.

### **Financial Information**

The following financial information is requested for the past 5 years, if available:

- Year-end revenue and expense reports for the water fund, applicable capital improvement funds, and bond payment/reserve funds
- Revenue by customer class for the most recent year
- The 2013 budget for the water utility and capital improvement funds
- Water system debt schedules, terms of debt service, and ordinances

- Debt coverage if established for future revenue bonds
- Copies of water rates and connection charges

**EXHIBIT C**  
**PAYMENT (NEGOTIATED HOURLY RATE PLUS COSTS)**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. If a federal highway project, the CONSULTANT shall conform with all applicable portions of 48 CFR 31.

**1. Hourly Rates**

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibits "D-1" and "D-2" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the CITY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead and fees.

In the event renegotiation of the hourly rates is conducted, the CITY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in CONSULTANT's fixed hourly rates may include salary or overhead adjustments.

**2. Direct Non-salary Costs**

Direct non-salary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. Automobile mileage for travel will be reimbursed as the current rate approved for CITY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for CITY employees. The billing for non-salary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund**

The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may be replenished in a subsequent supplement agreement. Any changes requiring additional costs in excess of the "Management Reserve Fund" shall be made in accordance with Section 11, "Extra Work".

4. **Maximum Amount Payable**

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable includes the Management Reserve Fund, but does not include payment for extra work as stipulated in Section 11, "Extra Work" of the General Requirements. No minimum amount payable is guaranteed under this AGREEMENT.

5. **Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in (1) and (2) above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits "D-1" and "D-2", including names and classifications of all employees, and invoices for all direct non-salary expenses. To provide a means of verifying the invoiced salary costs for the CONSULTANT's employees, the CITY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. **Inspection of Cost Records**

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the CITY, State, and the United States, for a period of three (3) years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three (3) year period, the records shall be retained until all litigation, claims, or audit filings involving the records have been resolved. The three (3) year retention period begins when the CONSULTANT receives final payment.

7. **Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT of any claims relating to the validity of a finding by the CITY of overpayment.





**EXHIBIT F**  
**PAYMENT UPON TERMINATION OF AGREEMENT BY CITY**  
**OTHER THAN FOR FAULT OF THE CONSULTANT**  
**(Refer to General Requirements, Section 3)**

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct non-salary costs incurred at the time of termination of this AGREEMENT.

**EXHIBIT G-1  
SUBCONSULTANT FEE DETERMINATION -- SUMMARY SHEET**

Project: Water System Plan Update

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____
_____	_____		_____		\$ _____

10/19  
↓  
**Total DSC =**

\$ \_\_\_\_\_

**Overhead** (OH Cost -- including Salary Additives):

OH Rate x DSC of \_\_\_\_\_ % x \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**Fixed Fee** (FF):

FF Rate x DSC of \_\_\_\_\_ % x \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**Reimbursables:**

Itemized \$ \_\_\_\_\_

**Grand Total**

\$ \_\_\_\_\_

Prepared by \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT G-2  
BREAKDOWN OF SUBCONSULTANT'S OVERHEAD COST**

(Sample only -- Actual line item and cost categories and percentages for your firm should be submitted.)

**Fringe Benefits**

FICA .....	_____
Unemployment .....	_____
Medical Aid and Industrial Insurance .....	_____
Company Insurance and Medical .....	_____
Vacation, Holiday, and Sick Leave .....	_____
Commission, Bonuses/Pension Plan.....	_____
<b>Total Fringe Benefits .....</b>	<b>_____</b>

**General Overhead**

State B&O Taxes .....	_____
Insurance.....	_____
Administration and Time Not Assignable.....	_____
Printing, Stationary, and Supplies .....	_____
Professional Services.....	_____
Travel Not Assignable.....	_____
Telephone and Telegraph Not Assignable.....	_____
Fees, Dues, Professional Meetings.....	_____
Utilities and Maintenance.....	_____
Professional Development.....	_____
Rent.....	_____
Equipment Support.....	_____
Office Miscellaneous, Postage .....	_____
<b>Total Generated Overhead .....</b>	<b>_____</b>

**TOTAL .....** \_\_\_\_\_

*VOID  
SEE ATTACHED  
WSDOT AUDITED  
OVERHEAD*

**Gray Osborne  
Overhead Schedule  
For the Year End December 31, 2011**

Description	Financial Statement Amount	G&O Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
<b>Direct Labor</b>	<u>\$5,290,554</u>				<u>\$5,290,554</u>	100.00%
<b>Fringe Benefits:</b>						
Vacation, Sick, & Holiday	\$800,845		2,641	Q	\$803,486	15.19%
Payroll Taxes	879,355				879,355	16.62%
Health Insurance	1,262,980				1,262,980	23.87%
Workers' Comp. Insurance	48,703				48,703	0.92%
Profit Sharing (401-k)	100,000				100,000	1.89%
Fringe Benefit Adjustment			(20,595)	I	(20,595)	-0.39%
<b>Total Fringe Benefits</b>	<u>\$3,091,883</u>	<u>\$0</u>	<u>(\$17,954)</u>		<u>\$3,073,929</u>	<u>58.10%</u>
<b>General Overhead:</b>						
Indirect Labor	\$2,868,025		(\$57,360)	I	\$2,810,665	53.13%
Labor Variance (Uncomp OT)	(115,065)		\$115,065	S	0	0.00%
Incentive Bonus	2,354,267		(186,550)	R, S	2,167,717	40.97%
Rent	624,936				624,936	11.81%
Maintenance & Repairs	101,247				101,247	1.91%
Automobile	26,236		(907)	P	25,329	0.48%
Travel	122,559		(36,768)	N	85,791	1.62%
Recovery, Business Owned Veh.	(27,947)				(27,947)	-0.53%
Meals	63,374	(23,555)	(27,144)	A, M	12,675	0.24%
Lodging	20,660		(6,404)	K	14,256	0.27%
Insurance	143,598				143,598	2.71%
Telephone	58,173				58,173	1.10%
Utilities	9,453				9,453	0.18%
Taxes & Licenses	419,289				419,289	7.93%
Depreciation & Amortization	176,751				176,751	3.34%
Membership & Dues	34,670		(1,000)	J	33,670	0.64%
Recruiting	6,206				6,206	0.12%
Advertising	6,207	(6,207)		B	0	0.00%
Professional Services	64,579				64,579	1.22%
Interest	23,848	(23,848)		C	(0)	0.00%
Computer	60,667				60,667	1.15%
Office Expense	310,991	(13,155)		D	297,836	5.63%
Charitable Contributions	4,850	(4,850)		E	0	0.00%
Deferred Contributions	13,062	(13,062)		F	0	0.00%
Provision for Taxes	(11,656)	11,656		G	0	0.00%
Key-man Life Insurance	(120,856)	120,856		H	0	0.00%
<b>Total General Overhead</b>	<u>\$7,238,125</u>	<u>\$47,835</u>	<u>(\$201,068)</u>		<u>\$7,084,891</u>	<u>133.92%</u>
<b>Total Overhead Costs</b>	<u>\$10,330,008</u>	<u>\$47,835</u>	<u>(\$219,022)</u>		<u>\$10,158,821</u>	<u>192.02%</u>
<b>Overhead Rate (Less FCC)</b>	195.25%	196.16%			192.02%	
Facilities Cost of Capital					<u>\$ 12,935</u>	
					\$ 10,171,756	

**Gray Osborne  
Overhead Schedule  
For the Year End December 31, 2011**

Description	Financial Statement Amount	G&O Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Overhead Rate (Includes FCC)					192.26%	

*Gray & Osborne, Inc., Reviewed and Accepted 10/29/12 MJP  
"Overhead Rate still subject to WSDOT Audit"*

**References**

**Gray & Osborne Adjustments:**

- A Lodging, meal, and mileage rates in excess of federal travel regulation unallowable per 48 CFR 31.205-46(a)(2). Entertainment unallowable per 48 CFR 31.205-14.
- B Public relations and advertising unallowable per 48 CFR 31.205-1.
- C Interest unallowable per 48 CFR 31.205-20.
- D Employee/Client Appreciation, unallowable per 48 CFR 31.205-13(b)
- E Contributions unallowable per 48 CFR 31.205-81.
- F Bonus payments unsupported and not performance based unallowable per 48 CFR 31.205-6 and 2010 AASHTO
- G Unallowable taxes and licenses per 48 CFR 31.205-41.
- H Key person life insurance unallowable per 48 CFR 31.205-19(e)(2)(v).

**WSDOT Adjustments:**

- I Labor Directly associated to unallowable activities in Client Development account 20% deemed unallowable 48 CFR 31.205-6
- J Lobbying cost associated with Dues unallowable (\$1,000), 48 CFR 31.205-22
- K Amount of lodging exceeds Per Diem, 31% removed 48 CFR 31.205-46 (a) (2)
- M Amount in excess of Per Diem, 48 CFR 31.205-46 (a) (2), No meal per diem authorized for employee's in a non travel status, 48 CFR 31.205-6, Unallowable cost for Alcohol 48 CFR 31.205-51, 80% of account unallowable per WSDOT testing
- N Airfare for spouse unallowable 48 CFR 31.201-3, Airfare cost in excess of lowest fair available unallowable (\$1,477), 48 CFR 31.205-46 (b), Mileage in excess of GSA authorized \$.51, GSA did not change mileage in conjunction with the IRS change.
- P Personal use of Autos is strictly prohibited, personal use of the vehicles to and from work is not allowable, removed 10% of the following GL Accounts, (761- \$26,236, 774- \$10,783, 793-(\$27,947) 48 CFR 31.205-6 (m) (2)
- Q Vacation was accounted using accrued method instead of actual vacation paid \$2,641
- R Bonus payments of \$62,820 removed, the difference of rating for principal to non-principal of the same engineers job classification, multipliers for ratings of the same job class should be consistent. 48 CFR 31.201-2 (c), 31.205-6 (f) (i)
- S Reclassified Comp hours to offset payroll variance to align payment with correct cost pool, 48 CFR 31.203 (c)

*NOTE: 192.26% IS GRAY & OSBORNE'S  
2011 WSDOT AUDITED OVERHEAD RATE.  
WE HAVE BEEN USING AN OVERHEAD  
RATE OF 180% FOR NON-WSDOT  
PROJECTS and PROPOSE THAT RATE FOR  
THIS PROJECT. TMZ.*

<b>Consultant Agreement Amendment Number</b> <u>  2  </u>	Organization and Address	
Original Agreement Title: Water System Plan Update	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239  Phone: 360-279-4525	
Project Number: ENG 08-03	Execution Date Jan 2, 2013	Completion Date (Prior) Dec 31, 2014
Project Title Water System Plan Update	New Maximum Amount Payable  \$53,050	
Description of Work Updating the Oak Harbor Water Utility Water System Plan in accordance with the requirements of WAC Chapter 246-290		

The   City of Oak Harbor    
desires to supplement the agreement entered into with   Gray & Osborne, Inc.    
and executed on   January 2, 2013   and identified as   Water System Plan Update  

All provisions in the basic agreement remain in effect except as expressly modified by this supplement

The changes to the agreement are described as follows:

**SCOPE OF WORK** is hereby amended to add the following:  
Chlorine treatment equipment documentation as described in attached Exhibit A.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT COMPLETION DATE AMENDED TO:** June 30, 2015

**PAYMENT** shall be amended as follows:

Payment shall be made in accordance with the terms and conditions described in the original contract.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF WORK**

**CITY OF OAK HARBOR**

**CHLORINE TREATMENT EQUIPMENT DOCUMENTATION**

**November, 2014  
(G&O #20146.28)**

The City of Oak Harbor (City) is required to submit documentation of its existing chlorine treatment systems for all ground/or surface water systems that serve its retail and wholesale customers. The City recently completed its *DRAFT 2013 Water System Plan Update* (Gray & Osborne, 2013) which details information about the water system and its components.

The required documentation must include information on the equipment and processes currently in place and the basis for the sizing and dosing of the existing chlorine treatment system. This information was not included in the original submission of the Water System Plan (WSP), and as such, must be submitted as a separate engineering document.

The City must submit the documentation to DOH as a separate submittal on or before March 1, 2015.

The proposed engineering services to be provided to the City by Gray & Osborne will include the necessary work to prepare the chlorine treatment equipment as-built documentation for submittal to DOH.

The scope of work of services provided for this project is outlined below.

**SCOPE OF WORK**

**Prepare Chlorine Treatment Equipment Documentation**

1. Attend a kickoff meeting with City staff and other key treatment facility personnel.
2. Tour the chlorine treatment facilities and photograph, catalog, and record significant information regarding the treatment equipment and processes.
3. Document the existing treatment system based on information gathered at the kickoff meeting. Documentation will include a technical memorandum that describes the treatment system and provides the basis for critical design information. This memorandum will be provided by Gray & Osborne (G&O). Documentation will also include record drawings of the treatment equipment, manufacturer's technical information, and operations and maintenance information, all of which will be provided by the City.
4. Prepare a DOH Hypochlorination Checklist, and submit this checklist with supporting documentation to the City and DOH.
5. Submit DRAFT documentation to the City for review within 4 weeks after project kickoff meeting. Submittal shall include 1 electronic copy and 2 comb-bound hard copies.

6. Discuss via phone or email revisions to the documentation based on review comments provided by the City. The City should complete their review and provide comments to G&O within 4 weeks of receiving the submitted draft.
7. Integrate any/all recommended changes from the City's review into the final documentation package and prepare the final documentation.
8. Submit a final draft of the chlorine treatment equipment documentation to the City as well as to DOH. In both cases, the submittal shall include 1 electronic copy and 2 comb-bound hard copies. Final submittal should occur within 4 weeks from receiving revision comments from the City.

This memorandum will act as a stand-alone document and subsequent or resultant revisions to the WSP are not covered in this scope of work.

### **SCHEDULE**

<u>Deliverable</u>	<u>Date</u>
Attend Project kick-off meeting	Within 2 weeks from Notice to Proceed
Submit Draft Documentation	Within 4 weeks from Kick-off meeting
Submit Final Documentation	Within 4 weeks from Draft revision

\*Plan must be submitted to DOH by March 1, 2015.

### **DOCUMENTS PROVIDED BY OWNER**

1. Manufacturer's O&M Manuals for all treatment equipment.
2. Record drawings, as-built plans, specifications, operations and maintenance information, and other technical information for treatment equipment facilities.

## EXHIBIT "B"

### ENGINEERING SERVICES SCOPE AND ESTIMATED COST

*City of Oak Harbor Chlorine Treatment Equipment Documentation*

Tasks	Principal Hours	Project Engineer Hours	AutoCAD Tech. Hours
1 equipment	6	6	
2 Prepare draft documentation	2	18	4
3 Review documentation review comments and prepare final documentation		10	
4 QA/QC	2	2	
Hour Estimate:	10	36	4
Fully Burdened Billing Rate Range:*	\$112 to \$188	\$106 to \$130	\$45 to \$85
Estimated Fully Burdened Billing Rate:*	\$140	\$110	\$50
Fully Burdened Labor Cost:	\$1,400	\$3,960	\$200

Total Fully Burdened Labor Cost:	\$6,310
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.56/mile)	\$ 100
Printing	\$ 90
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 6,500</b>

\*

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

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

Bill No. 11. b.  
Date: November 18, 2014  
Subject: Authorize the Mayor to sign a Professional Services Agreement with BHC Consulting for the Stormwater Management Plan.

**FROM: Cathy Rosen, Public Works Director and Joe Stowell, City Engineer**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**PURPOSE**

The purpose of this agenda bill is to seek City Council approval for the Mayor to sign a Professional Services Agreement with BHC Consulting for preparation of a Stormwater Management Plan.

**SUMMARY STATEMENT**

In July 2013, the City of Oak Harbor was awarded a \$50,000 grant by the Department of Ecology from the Phase II Stormwater Pass-through Program. The purpose of this grant is to provide assistance to local cities to meet new requirements resulting from the NPDES permit. The grant does not require match and the funds received must be expended by January 31, 2015.

The City of Oak Harbor currently operates our stormwater system through a National Pollution Discharge Elimination System (NPDES) permit issued by the Washington State Department of Ecology. Permit Special Condition S5 (attached) requires that the City maintain a Stormwater Management Program. The program is required to include:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Controlling Runoff from New Development, Redevelopment and Construction Site

Due to workload and to remain in compliance with our NPDES Permit, staff recommends contracting with a professional engineer to prepare the SWMP. As with any engineering contract, staff is required to first select an engineer based on qualifications and then negotiate a scope of services. BHC Consulting was selected from the list of qualified engineers maintained by the Municipal Research and Services Center (MRSC). Staff has negotiated a scope of services and a copy has been attached to the Professional Services Agreement.

**FISCAL IMPACT DESCRIPTION**

Funds Required: \$22,518

Appropriation Source: Stormwater Fund / 2013-15 Municipal Stormwater Capacity Grant

**PREVIOUS COUNCIL ACTIONS**

None

**CITY COUNCIL WORKSHOP**

This agenda bill has not been discussed at a City Council Workshop.

**RECOMMENDED ACTION**

Authorize the Mayor to sign a Professional Services Agreement with BHC Consultants for engineering services related to developing a stormwater management plan in the amount of \$22,518.

**DISCUSSION**

**AUTHORITY**

**ATTACHMENTS**

1. NPDES Permit Special Condition S5
2. Professional Services Agreement with BHC Consultants

necessary to meet AKART on a site-specific basis, the Permittee shall make such modifications as Ecology directs. In the event there are ongoing violations of water quality standards despite the implementation of the BMP approach of this section, the Permittee may be subject to compliance schedules to eliminate the violation under WAC 173-201A-510(4) and WAC 173-226-180 or other enforcement orders as Ecology deems appropriate during the term of this permit.

- e. A TMDL or other enforceable water quality cleanup plan that has been approved and is being implemented to address the MS4's contribution to the Water Quality Standards violation supersedes and terminates the S4.F.3 implementation plan.
  - f. Provided the Permittee is implementing the approved adaptive management response under this section, the Permittee remains in compliance with Condition S4, despite any on-going violations of Water Quality Standards identified under S4.A or B above.
  - g. The adaptive management process provided under Section S.4.F is not intended to create a shield for the Permittee from any liability it may face under 42 U.S.C. 9601 *et seq.* or chapter 70.105D RCW.
- G. Ecology may modify or revoke and reissue this General Permit in accordance with G14 General Permit Modification and Revocation, if Ecology becomes aware of additional control measures, management practices or other actions beyond what is required in this Permit that are necessary to:
- 1. Reduce the discharge of pollutants to the MEP,
  - 2. Comply with the state AKART requirements, or
  - 3. Control the discharge of toxicants to waters of the State of Washington.

**S5. STORMWATER MANAGEMENT PROGRAM FOR CITIES, TOWNS AND COUNTIES**

- A. Each Permittee shall develop and implement a Stormwater Management Program SWMP. A SWMP is a set of actions and activities comprising the components listed in S5 and any additional actions necessary, to meet the requirements of applicable TMDLs pursuant to S7 *Compliance with TMDL Requirements*, and S8 *Monitoring and Assessment*. This section applies to all cities, towns and counties covered under this Permit, including cities, towns and counties that are Co-permittees. Where the term "Permittee" is used in this section the requirements apply to all cities, towns and counties covered under this Permit.

New Permittees subject to this permit as described in S1.D.1.b shall fully meet the requirements in S5 as modified in footnotes below, or as specified in an alternate schedule as a condition of coverage by Ecology. Permittees obtaining coverage after

the issuance date of this permit shall fully meet the requirements in S5 as specified in an alternate schedule as a condition of coverage by Ecology.

1. At a minimum the Permittee's SWMP shall be implemented throughout the geographic area subject to this Permit as described in S1.A.<sup>1</sup>
2. Each Permittee shall prepare written documentation of the SWMP, called the SWMP Plan. The SWMP Plan shall be organized according to the program components in S5.C or a format approved by Ecology, and shall be updated at least annually for submittal with the Permittee's annual reports to Ecology (see S9 Reporting and Record Keeping). The SWMP Plan shall be written to inform the public of the planned SWMP activities for the upcoming calendar year, and shall include a description of:
  - a. Planned activities for each of the program components included in S5.C.
  - b. Any additional planned actions to meet the requirements of applicable TMDLs pursuant to S7 Compliance with Total Maximum Daily Load Requirements.
  - c. Any additional planned actions to meet the requirements of S8 Monitoring.
3. The SWMP shall include an ongoing program for gathering, tracking, maintaining, and using information to evaluate SWMP development, implementation and permit compliance and to set priorities.
  - a. Each Permittee shall track the cost or estimated cost of development and implementation of each component of the SWMP.<sup>2</sup> This information shall be provided to Ecology upon request.
  - b. Each Permittee shall track the number of inspections, official enforcement actions and types of public education activities as required by the respective program component. This information shall be included in the annual report.
4. Permittees shall continue implementation of existing stormwater management programs until they begin implementation of the updated stormwater management program in accordance with the terms of this permit, including implementation schedules.
5. Coordination among Permittees

---

<sup>1</sup> New Permittees shall fully develop and implement the SWMP in accordance with the schedules contained in this section no later than February 2, 2018.

<sup>2</sup> New Permittees shall begin implementing the requirements of S5.A.3.a no later than August 1, 2015.

- a. Coordination among entities covered under municipal stormwater NPDES permits may be necessary to comply with certain conditions of the SWMP. The SWMP should include, when needed, coordination mechanisms among entities covered under a municipal stormwater NPDES permit to encourage coordinated stormwater-related policies, programs and projects within adjoining or shared areas, including:
    - i. Coordination mechanisms clarifying roles and responsibilities for the control of pollutants between physically interconnected MS4s covered by a municipal stormwater permit.
    - ii. Coordinating stormwater management activities for shared water bodies among Permittees to avoid conflicting plans, policies and regulations.
  - b. The SWMP shall include coordination mechanisms among departments within each jurisdiction to eliminate barriers to compliance with the terms of this permit. Permittees shall include a written description of internal coordination mechanisms in the Annual Report due no later than March 31, 2015.
- B. The SWMP shall be designed to reduce the discharge of pollutants from regulated small MS4s to the MEP, meet state AKART requirements, and protect water quality.
- C. The SWMP shall include the components listed below. To the extent allowable under state or federal law, all components are mandatory for city, town or county Permittees covered under this permit.

1. Public Education and Outreach

The SWMP shall include an education and outreach program designed to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts and encourage the public to participate in stewardship activities. The education program may be developed and implemented locally or regionally.

The minimum performance measures are:

- a. Each Permittee shall provide an education and outreach program for the area served by the MS4. The program shall be designed to educate target audiences about the stormwater problem and provide specific actions they can follow to minimize the problem.<sup>3</sup>
  - i. To build general awareness, Permittees shall select from the following target audiences and subject areas:

---

<sup>3</sup> New Permittees shall begin implementing the requirements of S5.C.1 no later than August 1, 2015.

(a) General public (including school age children), and businesses (including home-based and mobile businesses)

- General impacts of stormwater on surface waters.
- Impacts from impervious surfaces.
- Impacts of illicit discharges and how to report them.
- Low impact development (LID) principles and LID BMPs.
- Opportunities to become involved in stewardship activities.

(b) Engineers, contractors, developers and land use planners

- Technical standards for stormwater site and erosion control plans.
- LID principles and LID BMPs.
- Stormwater treatment and flow control BMPs/facilities.

ii. To effect behavior change, Permittees shall select from the following target audiences and BMPs:

(a) General public (which may include school age children), businesses (including home-based and mobile businesses)

- Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps and other hazardous materials.
- Equipment maintenance.
- Prevention of illicit discharges.

(b) Residents, landscapers and property managers/owners

- Yard care techniques protective of water quality.
- Use and storage of pesticides and fertilizers and other household chemicals.
- Carpet cleaning and auto repair and maintenance.
- Vehicle, equipment and home/building maintenance.

- Pet waste management and disposal.
  - LID principles and LID BMPs.
  - Stormwater facility maintenance.
  - Dumpster and trash compactor maintenance.
- b. Each Permittee shall create stewardship opportunities and/or partner with existing organizations to encourage residents to participate in activities such as stream teams, storm drain marking, volunteer monitoring, riparian plantings and education activities.
  - c. Each Permittee shall measure the understanding and adoption of the targeted behaviors for at least one target audience in at least one subject area. No later than February 2, 2016, Permittees shall use the resulting measurements to direct education and outreach resources most effectively, as well as to evaluate changes in adoption of the targeted behaviors.<sup>4</sup> Permittees may meet this requirement individually or as a member of a regional group.

## 2. Public Involvement and Participation

Permittees shall provide ongoing opportunities for public involvement and participation through advisory councils, public hearings, watershed committees, participation in developing rate-structures or other similar activities. Each Permittee shall comply with applicable state and local public notice requirements when developing elements of the SWMP.

The minimum performance measures are:

- a. Permittees shall create opportunities for the public to participate in the decision-making processes involving the development, implementation and update of the Permittee's SWMP.<sup>5</sup>
- b. Each Permittee shall post on their website their SWMP Plan and the annual report required under S9.A no later than May 31 each year. All other submittals shall be available to the public upon request. To comply with the posting requirement, a Permittee that does not maintain a website may submit the updated SWMP in electronic format to Ecology for posting on Ecology's website.

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<sup>4</sup> By no later than August 1, 2017, New Permittees shall begin using the results of measurements to direct education and outreach resources more effectively, as well as to evaluate changes in adopted behaviors.

<sup>5</sup> New Permittees shall develop and begin to implement requirements of S5.C.2.a no later than August 1, 2014.

### 3. Illicit Discharge Detection and Elimination

The SWMP shall include an ongoing program designed to prevent, detect, characterize, trace and eliminate illicit connections and illicit discharges into the MS4.

The minimum performance measures are:

- a. Mapping of the MS4 shall continue on an ongoing basis.<sup>6</sup> MS4 maps shall be periodically updated. At a minimum, maps shall include the following information:
  - i. Known MS4 outfalls.
  - ii. Receiving waters, other than ground water.
  - iii. Stormwater treatment and flow control BMPs/facilities owned or operated by the Permittee.
  - iv. Tributary conveyances to all known outfalls with a 24 inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems. The following attributes shall be mapped:
    - Tributary conveyance type, material, and size where known.
    - Associated drainage areas.
    - Land use.
  - v. All connections to the MS4 authorized or allowed by the Permittee after February 16, 2007.<sup>7</sup>
  - vi. Geographic areas served by the Permittee's MS4 that do not discharge stormwater to surface waters.
  - vii. To the extent consistent with national security laws and directives, each Permittee shall make available to Ecology upon request, MS4 map(s) depicting the information required in S5.C.3.a.i through vi above. The preferred format for mapping will be an electronic format with fully described mapping standards. An example description is available on Ecology website.
  - viii. Upon request, and to the extent appropriate, Permittees shall provide mapping information to federally-recognized Indian Tribes, municipalities, and other Permittees. This permit does not preclude

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<sup>6</sup> New Permittees shall meet the requirements to map the MS4 according to S5.C.3.a no later than August 1, 2017, except where otherwise noted in this section.

<sup>7</sup> New Permittees shall meet the requirements of S5.C.3.a.v. after August 1, 2013 for all connections to the MS4 authorized after August 1, 2013.

Permittees from recovering reasonable costs associated with fulfilling mapping information requests by federally-recognized Indian Tribes, municipalities, and other Permittees.

- b. Each Permittee shall implement an ordinance or other regulatory mechanism to effectively prohibit non-stormwater, illicit discharges into the Permittee's MS4 to the maximum extent allowable under state and federal law.<sup>8</sup>
- i. Allowable Discharges: The regulatory mechanism does not need to prohibit the following categories of non-stormwater discharges:
- Diverted stream flows
  - Rising ground waters
  - Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20))
  - Uncontaminated pumped ground water
  - Foundation drains
  - Air conditioning condensation
  - Irrigation water from agricultural sources that is commingled with urban stormwater
  - Springs
  - Uncontaminated water from crawl space pumps
  - Footing drains
  - Flows from riparian habitats and wetlands
  - Non-stormwater discharges authorized by another NPDES or state waste discharge permit
  - Discharges from emergency fire fighting activities in accordance with S2 Authorized Discharges
- ii. Conditionally Allowable Discharges: The regulatory mechanism may allow the following categories of non-stormwater discharges only if the stated conditions are met:
- Discharges from potable water sources, including but not limited to water line flushing, hyperchlorinated water line

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<sup>8</sup> New Permittees shall meet the requirements of S5.C.3.b no later than February 2, 2016.

flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted, if necessary, and volumetrically and velocity controlled to prevent re-suspension of sediments in the MS4.

- Discharges from lawn watering and other irrigation runoff. These discharges shall be minimized through, at a minimum, public education activities (see section S5.C.1) and water conservation efforts.
  - Dechlorinated swimming pool, spa and hot tub discharges. The discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, volumetrically and velocity controlled to prevent re-suspension of sediments in the MS4. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the MS4.
  - Street and sidewalk wash water, water used to control dust, and routine external building washdown that does not use detergents. The Permittee shall reduce these discharges through, at a minimum, public education activities (see section S5.C.1) and/or water conservation efforts. To avoid washing pollutants into the MS4, Permittees shall minimize the amount of street wash and dust control water used.
  - Other non-stormwater discharges. The discharges shall be in compliance with the requirements of a pollution prevention plan reviewed by the Permittee, which addresses control of such discharges.
- iii. The Permittee shall further address any category of discharges in (i) or (ii) above if the discharges are identified as significant sources of pollutants to waters of the State.
- iv. The ordinance or other regulatory mechanism shall include escalating enforcement procedures and actions.
- v. The Permittee shall implement a compliance strategy that includes informal compliance actions such as public education and technical assistance as well as the enforcement provisions of the ordinance or other regulatory mechanism. To implement an effective compliance strategy, the Permittee's ordinance or other regulatory mechanism may need to include the following tools:

- The application of operational and/or structural source control BMPs for pollutant generating sources associated with existing land uses and activities where necessary to prevent illicit discharges. The source control BMPs referenced in this subsection are in Volume IV of the 2012 *Stormwater Management Manual for Western Washington*, or an equivalent manual approved by Ecology under the 2013 Phase I Permit.
  - The maintenance of stormwater facilities which discharge into the Permittee's MS4 in accordance with maintenance standards established under S5.C.4 and/or S5.C.5 where necessary to prevent illicit discharges.
- vi. The Permittee's ordinance or other regulatory mechanism in effect as of the effective date of this permit shall be revised if necessary to meet the requirements of this section no later than February 2, 2018.
- c. Each Permittee shall implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the Permittee's MS4.<sup>9</sup> The program shall include the following components:
- i. Procedures for conducting investigations of the Permittee's MS4, including field screening and methods for identifying potential sources.

The Permittee shall implement a field screening methodology appropriate to the characteristics of the MS4 and water quality concerns. Screening for illicit connections may be conducted using: *Illicit Discharge Detection and Elimination: A Guidance Manual for Program Development and Technical Assessments*, Center for Watershed Protection, October 2004, or another methodology of comparable or improved effectiveness. The Permittee shall document the field screening methodology in the relevant Annual Report.

All Permittees, except for the City of Aberdeen, shall complete field screening for at least 40% of the MS4 no later than December 31, 2017,<sup>10</sup> and on average 12% each year thereafter. The City of Aberdeen shall complete field screening for at least 40% of the system no later than June 30, 2018 and on average 12% each year thereafter.

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<sup>9</sup> New Permittees shall fully implement the requirements of S5.C.3.c no later than February 2, 2018, except where otherwise noted in this section.

<sup>10</sup> New Permittees shall complete S5.C.3.c.i requirements for field screening covering at least 12% of the MS4 within the Permittee's coverage area no later than December 31, 2017, and on average 12% each year thereafter.

- ii. A publicly listed and publicized hotline or other telephone number for public reporting of spills and other illicit discharges.<sup>11</sup>
  - iii. An ongoing training program for all municipal field staff, who, as part of their normal job responsibilities, might come into contact with or otherwise observe an illicit discharge and/or illicit connection to the MS4, on the identification of an illicit discharge and/or connection, and on the proper procedures for reporting and responding to the illicit discharge and/or connection. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staffing. Permittees shall document and maintain records of the trainings provided and the staff trained.<sup>12</sup>
  - iv. Permittees shall inform public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.<sup>13</sup>
- d. Each Permittee shall implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the Permittee's MS4.<sup>14</sup> The program shall include:
- i. Procedures for characterizing the nature of, and potential public or environmental threat posed by, any illicit discharges found by or reported to the Permittee. Procedures shall address the evaluation of whether the discharge must be immediately contained and steps to be taken for containment of the discharge.
  - ii. Procedures for tracing the source of an illicit discharge; including visual inspections, and when necessary, opening manholes, using mobile cameras, collecting and analyzing water samples, and/or other detailed inspection procedures.
  - iii. Procedures for eliminating the discharge; including notification of appropriate authorities; notification of the property owner; technical assistance; follow-up inspections; and use of the compliance strategy developed pursuant to S5.C.3.b.v, including escalating enforcement and legal actions if the discharge is not eliminated.

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<sup>11</sup> New Permittees shall implement the requirements of S5.C.3.c.ii no later than August 1, 2015.

<sup>12</sup> New Permittees shall develop and begin implementing the ongoing training program described in S5.C.3.c.iii no later than February 2, 2016.

<sup>13</sup> New Permittees shall inform public employees, businesses, and the general public of hazards associated with illicit discharges no later than February 2, 2017.

<sup>14</sup> New Permittees shall fully develop and implement the requirements of S5.C.3.d no later than February 2, 2018.

iv. Compliance with the provisions in (i), (ii), and (iii), above, shall be achieved by meeting the following timelines:

- Immediately respond to all illicit discharges, including spills, which are determined to constitute a threat to human health, welfare, or the environment, consistent with General Condition G3.
  - Investigate (or refer to the appropriate agency with the authority to act) within 7 days, on average, any complaints, reports or monitoring information that indicates a potential illicit discharge.
  - Initiate an investigation within 21 days of any report or discovery of a suspected illicit connection to determine the source of the connection, the nature and volume of discharge through the connection, and the party responsible for the connection.
  - Upon confirmation of an illicit connection, use the compliance strategy in a documented effort to eliminate the illicit connection within 6 months. All known illicit connections to the MS4 shall be eliminated.
- e. Permittees shall train staff who are responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges, including spills, and illicit connections, to conduct these activities. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements or staffing. Permittees shall document and maintain records of the training provided and the staff trained.<sup>15</sup>
- f. Recordkeeping: Permittees shall track and maintain records of the activities conducted to meet the requirements of this section.

4. Controlling Runoff from New Development, Redevelopment and Construction Sites

Each Permittee shall implement and enforce a program to reduce pollutants in stormwater runoff to a regulated small MS4 from new development, redevelopment and construction site activities. The program shall apply to private and public development, including roads.<sup>16</sup>

The minimum performance measures are:

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<sup>15</sup> New Permittees shall meet the requirements of S5.C.3.e no later than February 2, 2016.

<sup>16</sup> New permittees shall meet the requirements of S5.C.4 no later than December 31, 2017, except where otherwise specified in this section.

- a. Implement an ordinance or other enforceable mechanism that addresses runoff from new development, redevelopment, and construction site projects. Except for Permittees in Lewis and Cowlitz counties and the City of Aberdeen, the ordinance or other enforceable mechanism to implement (i) through (iii), below, shall be adopted and effective no later than December 31, 2016. The local program adopted to meet the requirements of S5.C.5.a(i) through (iii), below shall apply to all applications<sup>17</sup> submitted on or after January 1, 2017 and shall apply to projects approved prior to January 1, 2017, which have not started construction<sup>18</sup> by January 1, 2022<sup>19</sup>.

For permittees in Lewis and Cowlitz counties the ordinance or other enforceable mechanism to implement (i) through (iii), below, shall be adopted and effective no later than June 30, 2017. The local program adopted to meet the requirements of S5.C.5.a(i) through (iii), below shall apply to all applications submitted on or after July 1, 2017 and shall apply to projects approved prior to July 1, 2017, which have not started construction by June 30, 2022.

For the City of Aberdeen the ordinance or other enforceable mechanism to implement (i) through (iii), below, shall be adopted and effective no later than June 30, 2018. The local program adopted to meet the requirements of S5.C.5.a(i) through (iii), below shall apply to all applications submitted on or after July 1, 2018 and shall apply to projects approved prior to July 1, 2018, which have not started construction by June 30, 2023.

The ordinance or other enforceable mechanism shall include, at a minimum:

- i. The Minimum Requirements, thresholds, and definitions in Appendix 1 or a program approved by Ecology under the 2013 NPDES Phase I Municipal Stormwater Permit, for new development, redevelopment, and construction sites. Adjustment and variance criteria equivalent to those in Appendix 1 shall be included. More stringent requirements may be used, and/or certain requirements may be tailored to local circumstances through the use

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<sup>17</sup> In this context, “application” means, at a minimum a complete project description, site plan, and, if applicable, SEPA checklist. Permittees may establish additional elements of a completed application.

<sup>18</sup> In this context “started construction” means the site work associated with, and directly related to the approved project has begun. For example: grading the project site to final grade or utility installation. Simply clearing the project site does not constitute the start of construction. Permittees may establish additional requirements related to the start of construction.

<sup>19</sup> New Permittees shall meet the requirements of S5.C.4.a no later than December 31, 2017. The local program shall apply to all applications submitted on or after January 1, 2018 and shall apply to projects approved prior to January 1, 2018, which have not started construction by January 1, 2023.

of Ecology-approved basin plans or other similar water quality and quantity planning efforts. Such local requirements and thresholds shall provide equal protection of receiving waters and equal levels of pollutant control to those provided in Appendix 1.

- ii. The local requirements shall include the following requirements, limitations, and criteria that, when used to implement the minimum requirements in Appendix 1 (or program approved by Ecology under the 2013 Phase I Permit) will protect water quality, reduce the discharge of pollutants to the MEP, and satisfy the State requirement under chapter 90.48 RCW to apply AKART prior to discharge:
  - (a) Site planning requirements
  - (b) BMP selection criteria
  - (c) BMP design criteria
  - (d) BMP infeasibility criteria
  - (e) LID competing needs criteria
  - (f) BMP limitations

Permittees shall document how the criteria and requirements will protect water quality, reduce the discharge of pollutants to the MEP, and satisfy State AKART requirements.

Permittees who choose to use the requirements, limitations, and criteria above in the 2012 *Stormwater Management Manual for Western Washington*, or a program approved by Ecology under the 2013 Phase I Permit, may cite this choice as their sole documentation to meet this requirement.

- iii. The legal authority, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities approved under the provisions of this section that discharge to the Permittee's MS4.
- b. The program shall include a permitting process with site plan review, inspection and enforcement capability to meet the standards listed in (i) through (iv) below, for both private and public projects, using qualified personnel (as defined in *Definitions and Acronyms*). At a minimum, this program shall be applied to all sites that meet the minimum thresholds adopted pursuant to S5.C.4.a.i, above.
  - i. Review of all stormwater site plans for proposed development activities.
  - ii. Inspect, prior to clearing and construction, all permitted development sites that have a high potential for sediment transport as determined

through plan review based on definitions and requirements in Appendix 7 Determining Construction Site Sediment Damage Potential. As an alternative to evaluating each site according to Appendix 7, Permittees may choose to inspect all construction sites that meet the minimum thresholds adopted pursuant to S5.C.4.a.i, above.

- iii. Inspect all permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. Enforce as necessary based on the inspection.
  - iv. Inspect all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater facilities. Verify that a maintenance plan is completed and responsibility for maintenance is assigned for stormwater treatment and flow control BMPs/facilities. Enforce as necessary based on the inspection.
  - v. Compliance with the inspection requirements in (ii), (iii) and (iv) above, shall be determined by the presence and records of an established inspection program designed to inspect all sites. Compliance during this permit term shall be determined by achieving at least 80% of scheduled inspections.
  - vi. An enforcement strategy shall be implemented to respond to issues of non-compliance.
- c. The program shall include provisions to verify adequate long-term operation and maintenance (O&M) of stormwater treatment and flow control BMPs/facilities that are permitted and constructed pursuant to (b) above. Except for Permittees located in Lewis or Cowlitz Counties and the City of Aberdeen, these provisions shall be in place no later than December 31, 2016.<sup>20</sup> For Permittees in Lewis and Cowlitz counties, the provisions shall be in place no later than June 30, 2017. For the City of Aberdeen, the provisions shall be in place no later than June 30, 2018. The provisions shall include:
- i. Implementation of an ordinance or other enforceable mechanism that clearly identifies the party responsible for maintenance, requires inspection of facilities in accordance with the requirements in (ii) through (iv) below, and establishes enforcement procedures.
  - ii. Each Permittee shall establish maintenance standards that are as protective or more protective of facility function than those specified in Chapter 4 of Volume V of the 2012 *Stormwater Management*

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<sup>20</sup> New Permittees shall meet the requirements of S5.C.4.c no later than December 31, 2017.

*Manual for Western Washington.* For facilities which do not have maintenance standards, the Permittee shall develop a maintenance standard.

The purpose of the maintenance standard is to determine if maintenance is required. The maintenance standard is not a measure of the facility's required condition at all times between inspections. Exceeding the maintenance standard between the period of inspections is not a permit violation.

- iii. Annual inspections of all stormwater treatment and flow control BMPs/facilities that discharge to the MS4 and were permitted by the Permittee according to S5.C.4.b, including those permitted in accordance with requirements adopted pursuant to the 2007-2012 Ecology municipal stormwater permits, unless there are maintenance records to justify a different frequency.

Permittees may reduce the inspection frequency based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records, the Permittee may substitute written statements to document a specific less frequent inspection schedule. Written statements shall be based on actual inspection and maintenance experience and shall be certified in accordance with G19 Certification and Signature.

- iv. Inspections of all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments every six months until 90% of the lots are constructed (or when construction is stopped and the site is fully stabilized) to identify maintenance needs and enforce compliance with maintenance standards as needed.
- v. Compliance with the inspection requirements in (iii) and (iv) above shall be determined by the presence and records of an established inspection program designed to inspect all sites. Compliance during this permit term shall be determined by achieving at least 80% of scheduled inspections.
- vi. Unless there are circumstances beyond the Permittee's control, when an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed:
  - Within 1 year for typical maintenance of facilities, except catch basins.
  - Within 6 months for catch basins.
  - Within 2 years for maintenance that requires capital construction of less than \$25,000.

Circumstances beyond the Permittee's control include denial or delay of access by property owners, denial or delay of necessary permit approvals, and unexpected reallocations of maintenance staff to perform emergency work. For each exceedance of the required timeframe, the Permittee shall document the circumstances and how they were beyond their control.

- vii. The program shall include a procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, warning letters, notices of violations, and other enforcement records. Records of maintenance inspections and maintenance activities shall be maintained.
- d. The program shall make available as applicable copies of the "Notice of Intent for Construction Activity" and copies of the "Notice of Intent for Industrial Activity" to representatives of proposed new development and redevelopment. Permittees shall continue to enforce local ordinances controlling runoff from sites that are also covered by stormwater permits issued by Ecology.<sup>21</sup>
- e. Each Permittee shall ensure that all staff whose primary job duties are implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities. Follow-up training shall be provided as needed to address changes in procedures, techniques or staffing. Permittees shall document and maintain records of the training provided and the staff trained.<sup>22</sup>
- f. Low impact development code-related requirements.
  - i. No later than December 31, 2016,<sup>23</sup> Permittees shall review, revise and make effective their local development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs. For Permittees in Lewis and Cowlitz counties, the deadline for this requirement is no later than June 30, 2017; for the City of Aberdeen the deadline for this requirement is no later than June 30, 2018.

The intent of the revisions shall be to make LID the preferred and commonly-used approach to site development. The revisions shall be designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations. Permittees shall

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<sup>21</sup> New Permittees shall meet the requirements of S5.C.4.d beginning no later than August 1, 2013.

<sup>22</sup> New Permittees shall meet the requirements of S5.C.4.e no later than December 31, 2017.

<sup>23</sup> New Permittees shall meet the requirements of S5.C.4.f.i no later than December 31, 2017.

conduct a similar review and revision process, and consider the range of issues, outlined in the following document: *Integrating LID into Local Codes: A Guidebook for Local Governments* (Puget Sound Partnership, 2012).

- ii. Except for Permittees in Lewis and Cowlitz Counties and the City of Aberdeen, each Permittee shall submit a summary of the results of the review and revision process in (i) above with the annual report due no later than March 31, 2017<sup>24</sup>. Permittees in Lewis and Cowlitz counties shall submit the summary with the annual report due no later than March 31, 2018. The City of Aberdeen shall submit the summary with the Fifth Year annual report. This summary shall include, at a minimum, a list of the participants (job title, brief job description, and department represented), the codes, rules, standards, and other enforceable documents reviewed, and the revisions made to those documents which incorporate and require LID principles and LID BMPs. The summary shall include existing requirements for LID principles and LID BMPs in development-related codes. The summary shall be organized as follows:

- (a) Measures to minimize impervious surfaces;
- (b) Measures to minimize loss of native vegetation; and
- (c) Other measures to minimize stormwater runoff.

g. Watershed-scale stormwater planning

Each Permittee that has all or part of its coverage area under this Permit in a watershed selected by a Phase I county for watershed-scale stormwater planning under condition S5.C.4.c of the *Phase I Municipal Stormwater General Permit* shall participate with the watershed-scale stormwater planning process led by the Phase I county.<sup>25</sup> As needed and as appropriate, the permittee shall:

- i. Provide existing water quality and flow records.
- ii. Provide existing and future land use and zoning maps to facilitate land cover projections.
- iii. Participate in the development of strategies to prevent future and address existing impacts, including:
  - (a) Possible changes in development codes, rules, and standards.

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<sup>24</sup> New Permittees shall meet the S5.C.4.f.ii reporting requirement in the annual report covering calendar year 2017 and due no later than March 31, 2018.

<sup>25</sup> For a description of the watershed-scale stormwater planning details, see Special Condition S5.C.5.c of the 2013 *Phase I Municipal Stormwater Permit*.

- (b) Possible changes in land use management plans.
- (c) Providing land ownership information and drainage conveyance maps to facilitate watershed modeling and regional facility siting.
- iv. Provide monitoring locations.

5. Municipal Operations and Maintenance

Each Permittee shall implement an operations and maintenance (O&M) program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations.<sup>26</sup>

The minimum performance measures are:

- a. Each Permittee shall implement maintenance standards that are as protective, or more protective, of facility function than those specified in Chapter 4 of Volume V of the 2012 *Stormwater Management Manual for Western Washington*. For facilities which do not have maintenance standards, the Permittee shall develop a maintenance standard. Except for Permittees located in Lewis and Cowlitz Counties and the City of Aberdeen, no later than December 31, 2016, Permittees shall update their maintenance standards as necessary to meet the requirements of this section.<sup>27</sup> For Permittees in Lewis and Cowlitz counties, this requirement shall apply no later than June 30, 2017; for the City of Aberdeen this requirement shall apply no later than June 30, 2018.
  - i. The purpose of the maintenance standard is to determine if maintenance is required. The maintenance standard is not a measure of the facility's required condition at all times between inspections. Exceeding the maintenance standard between inspections and/or maintenance is not a permit violation.
  - ii. Unless there are circumstances beyond the Permittee's control, when an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed:
    - Within 1 year for typical maintenance of facilities, except catch basins.
    - Within 6 months for catch basins.

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<sup>26</sup> New Permittees shall develop and implement the requirements of S5.C.5 no later than December 31, 2017 except where otherwise noted in this section.

<sup>27</sup> New Permittees shall adopt the updated maintenance standards in Chapter 4 of Volume V of the 2012 *Stormwater Management Manual for Western Washington* or an Ecology-approved program under the 2013 Phase I Permit no later than December 31, 2017.

- Within 2 years for maintenance that requires capital construction of less than \$25,000.

Circumstances beyond the Permittee's control include denial or delay of access by property owners, denial or delay of necessary permit approvals, and unexpected reallocations of maintenance staff to perform emergency work. For each exceedance of the required timeframe, the Permittee shall document the circumstances and how they were beyond their control.

- b. Annual inspection of all municipally owned or operated permanent stormwater treatment and flow control BMPs/facilities, and taking appropriate maintenance actions in accordance with the adopted maintenance standards.<sup>28</sup>

Permittees may reduce the inspection frequency based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records, the Permittee may substitute written statements to document a specific less frequent inspection schedule. Written statements shall be based on actual inspection and maintenance experience and shall be certified in accordance with G19 Certification and Signature.

- c. Spot checks of potentially damaged permanent stormwater treatment and flow control BMPs/facilities after major storm events (24 hour storm event with a 10 year or greater recurrence interval). If spot checks indicate widespread damage/maintenance needs, inspect all stormwater treatment and flow control BMPs/facilities that may be affected. Conduct repairs or take appropriate maintenance action in accordance with maintenance standards established above, based on the results of the inspections.
- d. Except for the City of Aberdeen, inspection of all catch basins and inlets owned or operated by the Permittee at least once no later than August 1, 2017 and every two years thereafter.<sup>29</sup> For the City of Aberdeen, the deadline for this requirement shall be no later than June 30, 2018. Clean catch basins if the inspection indicates cleaning is needed to comply with maintenance standards established in the 2012 *Stormwater Management Manual for Western Washington*. Decant water shall be disposed of in accordance with Appendix 6 *Street Waste Disposal*.

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<sup>28</sup> New Permittees shall begin annual inspections of municipally owned and operated stormwater treatment and flow control facilities/BMPs no later than December 31, 2017.

<sup>29</sup> New Permittees shall inspect and, if needed, clean all catch basins and inlets owned or operated by the Permittee in accordance with the requirements of S5.C.5.c once during the permit term, to be completed no later than February 2, 2018.

The following alternatives to the standard approach of inspecting all catch basins once no later than August 1, 2017 and every two years thereafter (except no later than June 30, 2018 and every two years thereafter for the City of Aberdeen) may be applied to all or portions of the system:

- i. The catch basin inspection schedule of every two years may be changed as appropriate to meet the maintenance standards based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records for catch basins, the Permittee may substitute written statements to document a specific, less frequent inspection schedule. Written statements shall be based on actual inspection and maintenance experiences and shall be certified in accordance with G19 Certification and Signature.
  - ii. Inspections at least once by August 1, 2017 and every two years thereafter may be conducted on a “circuit basis” whereby 25% of catch basins and inlets within each circuit are inspected to identify maintenance needs. Include an inspection of the catch basin immediately upstream of any system outfall, if applicable. Clean all catch basins within a given circuit for which the inspection indicates cleaning is needed to comply with maintenance standards established under S5.C.5.a, above.
  - iii. The Permittee may clean all pipes, ditches, catch basins, and inlets within a circuit once during the permit term. Circuits selected for this alternative must drain to a single point.
- e. Compliance with the inspection requirements in b, c, and d above shall be determined by the presence of an established inspection program designed to inspect all sites and achieving at least 95% of inspections.
  - f. Implement practices, policies and procedures to reduce stormwater impacts associated with runoff from all lands owned or maintained by the Permittee, and road maintenance activities under the functional control of the Permittee. Lands owned or maintained by the Permittee include, but are not limited to, streets, parking lots, roads, highways, buildings, parks, open space, road right-of-ways, maintenance yards, and stormwater treatment and flow control BMPs/facilities. The following activities shall be addressed:
    - Pipe cleaning
    - Cleaning of culverts that convey stormwater in ditch systems
    - Ditch maintenance
    - Street cleaning
    - Road repair and resurfacing, including pavement grinding

- Snow and ice control
  - Utility installation
  - Pavement striping maintenance
  - Maintaining roadside areas, including vegetation management
  - Dust control
  - Application of fertilizers, pesticides, and herbicides according to the instructions for their use, including reducing nutrients and pesticides using alternatives that minimize environmental impacts
  - Sediment and erosion control
  - Landscape maintenance and vegetation disposal
  - Trash and pet waste management
  - Building exterior cleaning and maintenance
- g. Implement an ongoing training program for employees of the Permittee whose primary construction, operations or maintenance job functions may impact stormwater quality. The training program shall address the importance of protecting water quality, operation and maintenance standards, inspection procedures, selecting appropriate BMPs, ways to perform their job activities to prevent or minimize impacts to water quality, and procedures for reporting water quality concerns. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staffing. Permittees shall document and maintain records of training provided and the staff trained.
- h. Implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the Permittee in areas subject to this Permit that are not required to have coverage under the *General NPDES Permit for Stormwater Discharges Associated with Industrial Activities* or another NPDES permit that authorizes stormwater discharges associated with the activity. A schedule for implementation of structural BMPs shall be included in the SWPPP. Generic SWPPPs that can be applied at multiple sites may be used to comply with this requirement. The SWPPP shall include periodic visual observation of discharges from the facility to evaluate the effectiveness of the BMP.
- i. Maintain records of inspections and maintenance or repair activities conducted by the Permittee.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF OAK HARBOR  
AND BHC CONSULTANTS, INC  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and BHC Consultants, LLC, a Washington LLC, (“Consultant”).

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

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services regarding the annual update of the City’s Stormwater Management Plan as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all

documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TERM.** The term of this Agreement shall commence on November 19, 2014 and shall terminate at midnight, June 30, 2015. The parties may extend the term of this Agreement by written mutual agreement.

**III.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**III.5 EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

**III.6 INDEMNITY.** Indemnification/Hold Harmless Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

### III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

g. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an “Occurrence” policy as opposed to a “Claims-made” policy. The City may require an extended reporting endorsement on any approved “Claims-made” policy.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified—and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set

forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants:

Liedos Water and Waste (a Division of Louis Berger)

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

## **ARTICLE IV. OBLIGATIONS OF THE CITY**

### **IV.1 PAYMENTS.**

a. The Consultant shall be paid by the City on a time and materials basis for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$ 22,518 (see Exhibit B) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include (1) a summary of previous invoices; (2) current invoice amount; (3) total current monthly billing; (4) amount authorized under this agreement; and (5) total authorized amount still remaining under the agreement. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**IV.2 CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

**IV.3 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## **ARTICLE V. GENERAL**

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**City of Oak Harbor  
Joe Stowell, PE, City Engineer  
865 SE Barrington Drive  
Oak Harbor, WA 98277**

Notices to the Consultant shall be sent to the following address:

**BHC Consultants  
Craig Chambers  
President  
1601 Fifth Avenue, Suite 500  
Seattle, WA 98101**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**V.6 NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

**V.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**V.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**V.9 VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**V.10 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF OAK HARBOR

BHC Consultants, LLC

By \_\_\_\_\_  
Scott Dudley, Mayor

By \_\_\_\_\_  
Craig P. Chambers, President

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A  
SCOPE OF WORK**

**City of Oak Harbor Stormwater Management Program Plan Update**

**Scope of Work**

**INTRODUCTION:**

As a requirement of the NPDES Phase II permit, the City must submit a Stormwater Management Program Plan (SWMP) annually. For the new 2013-2018 permit, the format of the SWMP was modified such that the format is to describe the proposed actions of the City in the upcoming calendar year versus describing accomplishments during the prior year. In addition, the proposed actions are to be described in the format following Section S5.C.

BHC Consultants will assist the City of Oak Harbor to prepare and update the City's prior SWMP to meet NPDES requirements. The SWMP plan must be complete by January 31, 2015. The following paragraphs describe the scope of work.

**Task 1: Draft SWMP**

BHC will review the City's latest SWMP as well as the requirements for the 2013-2018 NPDES permit. BHC will then meet with the City's NPDES lead to review the City's planned actions for the 2015 calendar year with regard to the requirements of Section S5.C of the permit. In advance of this meeting BHC will provide an abbreviated list/table of the permit requirements and highlight anticipated new or expanded activities that the City will likely need to begin in 2015. This table can help guide the discussion for the meeting with the City. Following the meeting with the City, BHC will prepare a Draft SWMP for the City.

**Assumptions:**

- City will provide a Word version of the SWMP
- Descriptions of current activities that will continue, will not require significant editing
- Descriptions of new/expanded activities will tend to be qualitative and based upon input from City staff.
- One person from City staff will be designated to provide input to BHC on various activities
- If the City elects to perform its own monitoring in lieu of contributing to regional monitoring, the City's monitoring efforts will only generally be described (i.e., the scope does not include a monitoring plan).
- Work does not include the Annual Report (due in March of 2015)
- This scope does not include providing any alternative analysis regarding compliance strategies or white papers on compliance strategies.

**Task 2: Final SWMP**

Based on feedback and input from the City, BHC will update and finalize the SWMP.

**Assumptions:**

- City NPDES Lead will resolve any City comments from individual City staff that are contradictory and provide direction to BHC.

**Products:**

- Draft SWMP plan in Word
- Final SWMP plan in Word

Exhibit B - Budget  
 City of Oak Harbor - Stormwater Management Plan  
 Date: November 10, 2014

Task Description	Project Manager		Senior Project Engineer		Project Engineer		Editor		CAD/GIS Support		Clerical Support		TOTAL	
	Billing Rate		200.00		230.00		125.00		100.00		80.00		100.00	
	<i>Chambers</i>		<i>Giseburt</i>		<i>Tice</i>		<i>Olson</i>		<i>Sifferman</i>		<i>Pierson</i>			
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
<b>1 Draft Stormwater Management Plan</b>	5	1,000	24	5,520	60	7,500	16	1,600	15	1,200	5.0	500	125.0	17,320
<b>2 Final Stormwater Management Plan</b>	2	400	8	1,840	8	1,000	8	800	5	400	2.0	200	33.0	4,640
<b>TOTAL LABOR</b>	7	1,400	32	7,360	68	8,500	24	2,400	20	1,600	7	700	66	21,960
<b>Other Direct Costs</b>														
Mileage 1 trip x 195 miles/ RT x \$0.555/mile x 1.10														119
Printing, copying, mailing and communications @ 2.0% of Labor														439
TOTAL ODC														558
<b>TOTAL</b>														<b>\$ 22,518</b>