



## NOTICE OF WORKSHOP MEETING

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NOTICE IS HEREBY GIVEN that the Oak Harbor City Council will hold a Workshop Meeting on Tuesday, December 17, 2013, at 3:00 p.m. to discuss the following agenda items. The meeting will be held in the Council Chambers, 865 SE Barrington Drive.

DATED this 13<sup>th</sup> day of December 2013.

Valerie J. Loffler, City Clerk

The City Council may meet informally in workshop sessions (open to the public) to do concentrated strategic planning, to review forthcoming programs of the City, receive progress reports on current programs or projects, or receive other similar information from the City Administrator, provided that all discussions and conclusions thereon shall be informal. Council shall make no disposition of any item at a workshop meeting. Public comment is not normally allowed at workshop meetings, although Council may allow, or request participation.

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### WORKSHOP MEETING CITY COUNCIL AGENDA

**December 17, 2013**

**3:00 p.m.**

#### **Departmental Briefings**

1. Panhandling Signage - Police
2. Fleet Control System Demos – Public Works
3. Marijuana Code Amendment – Development Services
4. Stormwater Rate Increase - Finance

#### **Pending Agenda Items**

1. Standing Committees (12/17/13)
2. Automated Refuse Trucks – Bid Rejection (12/17/13)
3. WWTP – Project Schedule/Navy Participation (1/21/14)
4. Questions on other agenda items

#### **Emerging Issues**

1. Pioneer Way Art Proposal
2. Annual Pentagon Trip Attendance/CLAC Attendance



## MEMORANDUM

**TO:** Mayor and City Council  
**CC:** Larry Cort and Steve Powers  
**FROM:** Cathy Rosen, Public Works Director  
**SUBJECT:** Demonstration of Fleet Control Systems  
**DATE:** December 17, 2013

The Public Works Department is investigating fleet control systems that will assist us in improving customer service and reducing costs of operations in several areas of the Department. A fleet control system will:

- Improve customer service by allowing us to quickly respond to customer inquiries and identify when employees have been at a location or provide an estimate of when they will arrive at a location.
- Improve response time to an urgent call in the field by allowing us to view employee locations and route the closest employee to the location of the emergency situation.
- Provide valuable documentation for regulatory reporting purposes as in the case of street sweeping required by our NPDES Phase II permit.
- Enable us to analyze routes for solid waste collection services, street sweeping, snow plowing, sanding and meter reading by allowing us to track the time spent on each route, establish the most efficient routes and provide turn by turn directions to the operators. The program could also be used in planning other tasks including, but not limited to, valve turning/maintenance, catch basin cleaning and mowing. This will aid in maximizing productivity, training new staff, reducing wear and tear on vehicles and reducing fuel usage.
- Provide comprehensive data on engine diagnostics which can alert mechanics that an engine is not operating efficiently. The system will also provide valuable information regarding idle times which is an important consideration when deciding when to replace vehicles such as solid waste trucks.
- Assist in identifying driver behaviors such as speeding and harsh braking that can increase vehicle operational costs and/or create an unsafe environment. This information will be used to provide training to staff to correct these types of driving behaviors resulting in reduced operational costs and safer environment for our employees and the public.
- Allow us to locate employees in the field in the event of an emergency.

We would like to “demo” three or four different systems over the next few months to determine which system best meets our needs. Division Heads will advise their crews of the demo program prior to implementation so everyone is aware that there will be devices placed on some of the vehicles.



December 17, 2013

**CITY COUNCIL AGENDA**

6:00 p.m.

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**1. CALL TO ORDER**

Invocation/Pledge of Allegiance

**OATH OF OFFICE** – Jim Campbell, Danny Paggao, Bob Severns, and Joel Servatius

**HONORS AND RECOGNITIONS**

Ed McNeill's Retirement and 30 Years of Service

**2. APPROVAL OF AGENDA**

**3. CITIZEN COMMENT PERIOD**

**4. CONSENT AGENDA**

- a. Minutes of the Regular City Council meeting held December 3, 2013
- b. Approval of Accounts Payable Voucher Nos. 156414 through 156423 in the amount of \$1,281.06; Voucher Nos. 156424 through 156586 in the amount of \$379,344.09; and Voucher Nos. 156587 through 156593 in the amount of \$359.68
- c. Motion to authorize the Mayor to sign a Professional Services Agreement with OAC for project delivery advisory services associated with design and construction of the wastewater treatment plant in the not-to-exceed contract amount of \$55,480.00
- d. Ordinance 1680: Establishing Committed Revenue Classifications Required by Governmental Accounting Standards Board (GASB) Statement No. 54 for Financial Reporting Purposes
- e. Resolution 13-38: Designating the Depository Institutions for the City's Business per Oak Harbor Municipal Code 3.02.010
- f. Motion to reject all bids received on November 14, 2013, for two automated refuse trucks
- g. Motion to authorize the use of the "piggyback" statute per RCW 39.34 to purchase two Peterbilt/Wayne automated refuse trucks from the City of Tacoma's bid in the amount of \$513,288.02
- h. Motion to authorize the Mayor to sign the Interagency Agreement with the State Department of Enterprise Services for Energy Conservation Project Management and Monitoring Services

**5. STAFF, MAYOR AND COUNCIL COMMENTS**

- a. City Administrator
- b. Mayor
- c. Councilmembers



December 17, 2013

**CITY COUNCIL AGENDA**

6:00 p.m.

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**6. ORDINANCE AND RESOLUTIONS**

- a.(1) Ordinance 1679: Relating to Standing Committees and Repealing Section 1.04.015
- (2) Motion to approve revisions to the Council Rules of Procedure to Eliminate Standing Committees
- b. Ordinance 1677: Amending the 2013-2014 Biennial Budget for Final Required Increases in FY2013 Appropriation Authority
- c. Ordinance 1682: Relating to Contracting and Amending Section 2.310.010 Entitled "Purchase and Bidding – General Provisions"; and Section 2.330.010, Entitled "Public Works" of the Oak Harbor Municipal Code
- d. Resolution 13-37: Adopting the Comprehensive Emergency Management Plan

**7. PUBLIC HEARINGS/PUBLIC MEETINGS**

**8. UNFINISHED BUSINESS**

**9. NEW BUSINESS**

- a. Motion to authorize the Mayor to sign the Retainer Agreement with Weed, Graafstra and Benson, Inc., beginning on January 1, 2014, and ending June 30, 2014
- b. Executive Session – Pending Litigation and Property Acquisition

**10. 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.

Oak Harbor City Council  
Regular Meeting Minutes  
December 3, 2013

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**CALL TO ORDER**

Mayor Scott Dudley called the meeting to order at 6:01 p.m.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Councilmember Jim Campbell gave the Invocation and Mayor Dudley led the Pledge of Allegiance.

**OATH OF OFFICE**

City Clerk Valerie J. Loffler administered the Oath of Office to Councilmember Joel Servatius.

**ROLL CALL**

Present:

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

Staff Present:

City Administrator Larry Cort  
Finance Director Doug Merriman  
Development Service Director Steve Powers  
Public Works Director Cathy Rosen  
Assistant City Attorney Nikki Esparza  
City Engineer Joe Stowell  
City Clerk Valerie J. Loffler  
Fire Chief Ray Merrill  
Police Chief Ed Green

**HONORS AND RECOGNITIONS**

Boy Scout Troop 59 presented a very large and beautiful holiday wreath that will be hung in the entry way of City Hall during the holiday season.

Proclamation

Councilmember Jim Campbell was joined at the podium by IDIPIC (Impaired Driving Impact Panel of Island County) Board President Francis Bagarella as he read the Proclamation recognizing Driving Impaired Awareness and Prevention Month. Also present were Fire Chief Ray Merrill, Police Chief Ed Green, Robert May from Whidbey General Hospital Emergency Medical Services, and Cynthia Allen and Bailey Kinker with SADD.

**APPROVAL OF AGENDA**

**Motion:** Councilmember Severns moved to place agenda item 8.a., Resolution 13-36, after agenda item 5.c. The motion was seconded by Councilmember Servatius and carried unanimously.

Councilmember Hizon moved to approve the agenda as amended. The motion was seconded by Councilmember Severns and carried unanimously.

### **CITIZEN COMMENT PERIOD**

Terry Lacey reported on the success of the Veterans Day Parade and announced the date for next year's parade, which will be November 8, 2014. Mr. Lacey also presented Certificates of Participation to Councilmembers and to the Fire and Police Departments.

### **CONSENT AGENDA**

- a. Minutes of the Regular City Council meeting held November 19, 2013
- b. Approval of Accounts Payable Voucher Nos. 156414 through 156423 in the amount of \$1,281.06; Voucher Nos. 156424 through 156586 in the amount of \$379,344.09; and Voucher Nos. 156587 through 156593 in the amount of \$359.68
- c. Motion to authorize the Mayor to sign the Professional Services Agreement for Public Defense Administration Services with Jack Kerr & Associates
- d. Motion to authorize the Mayor to sign the Professional Services Agreement with Braun Consulting for Labor Relations and Negotiations Services
- e. Motion to authorize the Mayor to sign the State Revolving Fund Application for the WWTP
- f. Motion to authorize the Mayor to sign the Professional Services Agreement with Orswell Events LLC, for Marathon logistical support for a not-to-exceed amount of \$17,500.00
- g. Motion to excuse Councilmember Beth Munns from the regular council meeting of December 17, 2013
- h. Motion to approve the Mayor's reappointment of Dr. Mahmond Abdel-Monem and J.J. Jones to the Marina Advisory Committee for terms to expire December 2016
- i. Resolution 13-28: Declaring Certain Property of the City Surplus and Authorizing Disposal
- j. Resolution 13-35: Authorizing an Intergovernmental Transfer of Two Radar Units to the Town of Coupeville
- k. Motion to authorize the Mayor to sign the Professional Services Agreement with Moffatt & Nichol for completion of design engineering services, bidding assistance and engineering services during construction for repair of the stormwater outfall in Windjammer Park for a not to exceed amount of \$219,184.00
- l. Motion to authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Equinox Research and Consulting International (ERCI) for archaeological services and increasing the not-to-exceed contract amount by \$12,079.50 from \$4,265.70 to \$16,345.20
- m. Motion to approve the Mayor's appointment of Bill Walker to the Oak Harbor Youth Commission for a three-year term to expire December 2016

**Motion:** Councilmember Servatius requested Consent Agenda Item 4.k. be removed.

Councilmember AlMBERG moved to approve the Consent Agenda, as amended. The motion was seconded by Councilmember Campbell and carried unanimously.

#### Moffatt & Nichol Professional Services Agreement

City Engineer Joel Stowell reported the agreement is a continuation of the 42" stormwater outfall repair and would take design from 30 percent to complete design. The contract would include construction engineering, some additional geotechnical work, and preparation of final plans.

**Motion:** Councilmember Servatius moved to authorize the Mayor to sign the Professional Services Agreement with Moffatt & Nichol for completion of design engineering services, bidding assistance and engineering services during construction for repair of the stormwater outfall in Windjammer Park for a not-to-exceed amount of \$219,184.00.

The motion was seconded by Councilmember Campbell and carried unanimously.

### **STAFF AND COUNCIL COMMENTS**

City Administrator Dr. Larry Cort reviewed the meeting schedule through the end of the year. He also told Council one upcoming workshop item will be whether or not to continue with workshop meetings in place of standing committees.

Councilmember Beth Munns discussed the Association of Washington Cities meeting and requested a copy of the City's legislative priorities be emailed to her.

Councilmember Munns also reported the Help House provided 648 food baskets for Thanksgiving; and the Harvest Celebration served dinner to over 4,000 people.

Councilmember Munns requested information on the cost to record the meetings currently being video-taped.

Councilmember Severns reported on current issues before the Economic Development Council.

Councilmember Servatius asked citizens to share their feelings about workshop meetings versus standing committee meetings.

### **UNFINISHED BUSINESS**

#### Resolution 13-36: Relating to Elected Officials Eligibility to Participate in Group Medical, Dental, Vision, and the HDHP Plans

Finance Director Doug Merriman introduced the item reviewing the motion made at the previous meeting by Councilmember AlMBERG that directed staff to prepare a resolution.

Councilmember AlMBERG explained the rationale behind his motion to eliminate eligibility of elected officials to participate in the HDHP Plan.

Councilmember Servatius stated had he known the enrollment period opened and closed prior to the motion, he would have made it retroactive.

Councilmember Servatius suggested dental coverage be reflected in the proposed resolution.

Council and staff discussed appropriate language to include in the resolution.

**Resolution 13-36     Establishing a Policy Making Elected Officials Ineligible for Participation in the City's High Deductible Healthcare Plan (HDHP) and Making the Payment of Medical Insurance Premiums for Dependents the Financial Responsibility of the Elected Official**

**Motion:** Councilmember Alberg moved to revise Section 2 and Section 4 of the resolution to include vision and dental coverage. The motion was seconded by Councilmember Servatius and carried unanimously.

## **ORDINANCES AND RESOLUTIONS**

Ordinance 1676: Relating to Insurance Requirements for Firework Stands  
Fire Chief Ray Merrill provided a staff report.

### **Ordinance 1676 Relating to Insurance Requirements for Firework Stands and Amending Section 5.32 of the Oak Harbor Municipal Code**

**Motion:** Councilmember Hizon moved to adopt Ordinance 1676. The motion was seconded by Councilmember Alberg and carried unanimously.

Resolution 13-31: Adopting the 2013 Wastewater Facilities Plan  
City Engineer Joe Stowell provided the staff report.

Councilmembers complimented Mr. Stowell and his staff for the incredible amount of work they did to have the facilities plan approved by the Department of Ecology.

### **Resolution 13-31 Adopting the 2013 Wastewater Facilities Plan**

**Motion:** Councilmember Servatius moved to adopt Resolution 13-31. The motion was seconded by Councilmember Munns and carried unanimously.

Resolution 13-32: Authorizing the General Contractor/Construction Manager Delivery Method  
City Engineer Joe Stowell provided the staff report.

Councilmembers spoke in support.

### **Resolution 13-32 Authorizing Staff to Pursue the General Contractor/Construction Manager Process as the Preferred Delivery Method for the WWTP Project**

**Motion:** Councilmember Hizon moved to adopt Resolution 13-32. The motion was seconded by Councilmember Alberg and carried unanimously.

Resolution 13-34: Economic Development Strategy and Action Plan  
Ethan Spoo provided the staff report.

Councilmembers spoke in support and complimented Mr. Spoo and all the volunteers who participated in the ad hoc committee.

### **Resolution 13-34 Adopting the Economic Development Strategy and Action Plan**

**Motion:** Councilmember Servatius moved to adopt Resolution 13-34. The motion was seconded by Councilmember Munns and carried unanimously.

At 7:11 p.m. Mayor Scott Dudley announced a five-minute recess.

The meeting reconvened at 7:18 p.m.

Human Resources Director

City Administrator Dr. Larry Cort provided the staff report.

Councilmember Almberg asked what impact the change would have on the current budget.

City Administrator Dr. Larry Cort responded there would be a temporary impact although once the City no longer contracts for collective bargaining negotiation services, a positive cash flow would be reached.

Councilmember Hizon asked for clarification on the position status as an “at will” or “for cause” employee.

**Ordinance 1678 An Ordinance Amending Chapter 2.34 of the OHMC to Change “Human Resources Manager to “Human Resources Director”**

**Motion:** Councilmember Almberg moved to reclassify Human Resources Manager (Grade 54) to Human Resources Director (Grade 59). The motion was seconded by Councilmember Campbell and carried unanimously.

**Motion:** Councilmember Servatius moved to adopt Ordinance 1678. The motion was seconded by Councilmember Munns and carried unanimously.

**PUBLIC HEARINGS/PUBLIC MEETINGS**

Ordinance 1675: Adopting the Shoreline Master Program

Senior Planner Ethan Spoo provided the staff report.

Mayor Dudley opened the public hearing at 7:40 p.m.

Dan Dillard spoke in opposition stating he’s been in an ongoing battle with the City over the check valve regulating the water flow in the ditch.

Duane Dillard also spoke in opposition claiming the plan would limit what the property owners can do with their property. He asked the City to be more demanding of the State in determining the source of the salinity counts in the ditch.

The public hearing closed at 7:44 p.m.

Council and staff discussed salinity testing and the 20-foot set backs from the property line along the ditch area.

Council struggled with DOE regulations to treat water to the highest quality and at the same time take away citizens’ property rights.

Development Services Director Steve Powers responded the City has an obligation to be compliant with the Shoreline Management Act.

David Pater, representing the Department of Ecology, stated the City did an excellent job trying to bring some reasonableness to the standards, and he felt a reasonable compromise was reached even though the ditch made it difficult.

Council and staff discussed existing uses confirming the Shoreline Management Program doesn't apply to anything already built and established.

Mr. Powers clarified the issue isn't salinity in the water. It's the vegetation in the ditch. There's no way to tell how long the ditch has been that way and even if a new tide gate sealed it off, the problem doesn't go away. There is still a ditch considered to be shoreline.

Following discussion about relocating the ditch and the possibility of removing property from the Shoreline Master Program, Mr. Powers suggested the capital improvement plan is a better option if Council is serious about changing where the water goes.

**Ordinance 1675 Adopting the Shoreline Master Program Update in Compliance with the Shoreline Management Act (RCW 90.58) and the State Shoreline Management Act Guidelines (WAC 173-26)**

**Motion:** Councilmember Hizon moved, seconded by Councilmember Munns, to adopt Ordinance 1675. The motion carried unanimously; Severns abstaining.

Councilmember Severns abstained because he owns property in the vicinity.

**Motion:** Councilmember Servatius moved to extend the council meeting to 9:45 p.m. The motion was seconded by Councilmember Almberg and carried unanimously.

**EXECUTIVE SESSION**

At 9:00 p.m. Mayor Dudley announced an executive session to discuss pending litigation and property acquisition for 30 minutes.

The meeting reconvened at 9:31 p.m.

**ADJOURNMENT**

**Motion:** Councilmember Campbell moved, seconded by Councilmember Severns, to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at 9:31 p.m.

Valerie J. Loffler, City Clerk

City of Oak Harbor  
City Council Agenda Bill

Bill No. C/A 4.b.

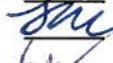
Date: December 17, 2013

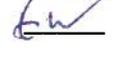
Subject: Approval of Accounts Payable  
Vouchers

FROM: Doug Merriman, Finance Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor

 Larry Cort, City Administrator

 Grant Weed, Interim City Attorney, as to form

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**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.

**RECOMMENDED ACTION**

I move to approve Accounts Payable Voucher Nos. 156414 through 156423 in the amount of \$1,281.06; Voucher Nos. 156424 through 156586 in the amount of \$379,344.09; and Voucher Nos. 156587 through 156593 in the amount of \$359.68.

**ATTACHMENTS**

Voucher Lists

Voucher List  
 City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
156414	11/27/2013	0001799 ACORN PROPERTY MANAGEMENT	Ref000210041		UB Refund Cst #00157357	147.88	
						<b>Total :</b>	<b>147.88</b>
156415	11/27/2013	0007230 ANDERSON, JOTHAM OR AURIKA	Ref000210039		UB Refund Cst #00154206	135.00	
						<b>Total :</b>	<b>135.00</b>
156416	11/27/2013	0007289 BENSON, MILO OR LOIS	Ref000210046		UB Refund Cst #00126156	3.17	
						<b>Total :</b>	<b>3.17</b>
156417	11/27/2013	0007286 DUBOIS, DESIREE	Ref000210042		UB Refund Cst #00161941	4.75	
						<b>Total :</b>	<b>4.75</b>
156418	11/27/2013	0007283 HERRIGSTAD, HARVEY OR ROSE	Ref000210037		UB Refund Cst #00126278	310.64	
						<b>Total :</b>	<b>310.64</b>
156419	11/27/2013	0007284 LINK, DANIEL OR BARBARA	Ref000210038		UB Refund Cst #00153454	75.57	
						<b>Total :</b>	<b>75.57</b>
156420	11/27/2013	0007287 MCELHINEY, SHELDON C	Ref000210043 Ref000210044		UB Refund Cst #00123354 UB Refund Cst #00123354	206.01 205.88	
						<b>Total :</b>	<b>411.89</b>
156421	11/27/2013	0007290 PEVERLY, PAUL	Ref000210047		UB Refund Cst #00126434	69.78	
						<b>Total :</b>	<b>69.78</b>
156422	11/27/2013	0007288 TUCK, JOHN	Ref000210045		UB Refund Cst #00125071	5.00	
						<b>Total :</b>	<b>5.00</b>
156423	11/27/2013	0007285 WILCOX, KYLE	Ref000210040		UB Refund Cst #00156938	117.38	
						<b>Total :</b>	<b>117.38</b>
<b>10 Vouchers for bank code :</b>					bank	<b>Bank total :</b>	<b>1,281.06</b>
<b>10 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>1,281.06</b>

Bank : bank US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
156424	12/2/2013	0001916	KING COUNTY SHERIFF'S OFFICE	11/27/2013	BAIL/WARRANT# 2Z0625940	1,000.00	1,000.00
		Voucher:					
156425	12/6/2013	0000860	STANDARD INSURANCE COMPAN	11/30/2013	LONG TERM DISABILITY	4,255.20	4,255.20
		Voucher:					
156426	12/9/2013	0000066	AWC EMPLOYEES BENEFITS TRU	12/5/2013	PREMIUMS	41.41	41.41
		Voucher:					
156427	12/9/2013	0000950	LICENSING, WASHINGTON STATE	12/4/2013	CONCEALED WEAPONS PERMIT	420.00	420.00
		Voucher:					
156428	12/11/2013	0000001	3M	SS41205	11/20/2013	SHEETING	410.89
		Voucher:		SS41204	11/20/2013	FILM/TRANSFER TAPE	783.46
156429	12/11/2013	0000004	A+ AUTO GLASS & RADIATOR	42354	11/22/2013	WINDSHIELD INSTALLATION	281.53
		Voucher:					
156430	12/11/2013	0000005	A-1 TOWING	52516	11/20/2013	TOWING	178.00
		Voucher:					
156431	12/11/2013	0000984	AGRICULTURE, WASHINGTON ST	1120613	12/6/2013	LICENSE RENEWALS	396.00
		Voucher:					
156432	12/11/2013	0000028	ALL ISLAND LOCK & KEY	22899	12/3/2013	KEYS	7.34
		Voucher:		22892	11/27/2013	PADLOCK	12.93
156433	12/11/2013	0000034	AMERICAN PLANNING ASSOCIAT	096995-13106	11/26/2013	MEMBERSHIP/KAMAK	388.00
		Voucher:		083352-13106	11/26/2013	MEMBERSHIP/POWERS	601.00
156434	12/11/2013	0002044	ANACORTES.NET/HOW IT WORK	44258	10/30/2013	STATE OF THE CITY UPDATE	21.25
		Voucher:		33974	11/1/2013	NOV 2013/WEB HOSTING	75.00
156435	12/11/2013	0007077	ANDREWS, SARA	120613	12/6/2013	PUBLIC DEFENSE	900.00
		Voucher:					
156436	12/11/2013	0005001	ARAMARK	938116000	11/22/2013	UNIFORM SERVICES	947.99
		Voucher:					
156437	12/11/2013	0000053	ARROW PEST CONTROL, INC	150842	11/25/2013	PEST CONTROL	108.70
		Voucher:					
156438	12/11/2013	0004019	ASSOCIATED PETROLEUM PROC	0506828-IN	11/26/2013	FUEL	6,848.08
		Voucher:		0504596-IN	11/20/2013	FUEL	4,565.59
156439	12/11/2013	0000159	AT&T MOBILITY	287249477751X11	11/16/2013	AIRCARDS	460.86
		Voucher:					
156440	12/11/2013	0000065	AVOCET ENVIRONMENTAL TESTI	11303937-IN	11/8/2013	TESTING	112.00
		Voucher:					

Bank : bank US BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
156441	12/11/2013	0003410	BAER, DON	EXP REIMB	11/20/2013	EXP REIMB	30.00	30.00
		Voucher:						
156442	12/11/2013	0007302	BAHLMANN, ANGELA	1	12/3/2013	TRAVEL REFUND	25.00	25.00
		Voucher:						
156443	12/11/2013	0004733	BARRON HEATING & AIR COND,	1141539	11/18/2013	MAINTENANCE	438.93	
		Voucher:		141538	11/18/2013	PREVENTATIVE MAINTENANCE	439.47	
				141541	11/18/2013	PREVENTATIVE MAINTENANCE	1,086.27	
				141540	11/18/2013	PREVENTATIVE MAINTENANCE	424.92	
				142120	11/30/2013	BLOWER MOTOR REPAIR	1,354.77	3,744.36
156444	12/11/2013	0007274	BEST WESTERN PLUS	179341	10/22/2013	HOTEL ACCOMMODATIONS/HOL	241.36	241.36
		Voucher:						
156445	12/11/2013	0000109	BLUMENTHAL UNIFORMS	37974	11/26/2013	BOOTS/PEABODY	242.94	
		Voucher:		32779	12/2/2013	UNIFORM ITEMS/HOAGLAND	298.61	
				34586	11/25/2013	CLOTH EMBLEM	10.82	552.37
156446	12/11/2013	0003097	BOYER, TALLIE	120513	12/5/2013	WELLNESS INCENTIVE	20.00	20.00
		Voucher:						
156447	12/11/2013	0005027	BURT'S SAW & MOWER	2046	12/5/2013	SHARPENING	68.48	68.48
		Voucher:						
156448	12/11/2013	0002993	CAMPBELLS LODGE, INC	1229	11/21/2013	HOTEL ACCOMMODATIONS/STE	412.51	412.51
		Voucher:						
156449	12/11/2013	0000627	CAPITAL ONE COMMERCIAL	178263275211	11/26/2013	SUPPLIES	278.54	
		Voucher:		170672275211	11/25/2013	SUPPLIES	1,527.49	1,806.03
156450	12/11/2013	0006215	CAROLLO	0131523	11/12/2013	PROF SVC/WASTEWATER TREA	42,754.25	
		Voucher:		0131522	11/12/2013	PROF SVC/PRELIMINARY ENGIN	11,579.25	54,333.50
156451	12/11/2013	0005208	CARTER, SERLOYD	120513	12/5/2013	WELLNESS INCENTIVE	20.00	20.00
		Voucher:						
156452	12/11/2013	0000150	CASCADE NATURAL GAS	82193000005	11/12/2013	NATURAL GAS/ANNEX	38.35	
		Voucher:		08793000004	11/12/2013	NATURAL GAS/POLICE STATION	119.98	
				36624000000	11/12/2013	NATURAL GAS/FIRE STATION	612.02	
				18583000007	11/12/2013	NATURAL GAS/TREATMENT PLA	10.00	
				58793000009	11/12/2013	NATURAL GAS/CITY HALL	391.76	
				90134000000	11/12/2013	NATURAL GAS/ADULT CARE CEN	60.75	
				40661045647	11/8/2013	NATURAL GAS/ANIMAL SHELTER	106.84	
				80434000008	11/8/2013	NATURAL GAS/CITY SHOP	796.33	2,136.03

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156453	12/11/2013	0000160	CENTRAL WELDING SUPPLY	RN11130998	11/30/2013	CENTRASHIELD	12.71	12.71
		Voucher:						
156454	12/11/2013	0004520	COASTAL WEAR PRODUCTS	4464	11/21/2013	GUTTER BROOM	266.17	266.17
		Voucher:						
156455	12/11/2013	0005773	COMCAST	849830027003202	11/18/2013	XFINITY	12.71	12.71
		Voucher:						
156456	12/11/2013	0000202	COREY OIL COMPANY	75513	11/26/2013	FUEL	27.53	27.53
		Voucher:						
156457	12/11/2013	0001860	CORT, LARRY	EXP REIMB	12/9/2013	EXP REIMB	156.06	156.06
		Voucher:						
156458	12/11/2013	0007074	COX, GENEVIEVE	120513	12/5/2013	WELLNESS INCENTIVE	20.00	20.00
		Voucher:						
156459	12/11/2013	0000222	CUSTOM ENGRAVING	13-1485	12/3/2013	DOOR SIGN/MASSEY	15.22	15.22
		Voucher:						
156460	12/11/2013	0002008	DATA BUSINESS SYSTEMS, INC	95766	11/11/2013	W2 FORMS	61.79	61.79
		Voucher:						
156461	12/11/2013	0000247	DIAMOND RENTALS	1-512930-3	11/24/2013	PORTABLES	49.95	
		Voucher:		1-500619-23	11/9/2013	PORTABLES	49.95	
				1-500608-23	11/9/2013	PORTABLES	49.95	
				1-514634	11/14/2013	FUEL TANK CAP	36.65	
				1-512934-3	11/15/2013	PORTABLES	99.90	
				1-509920-7	11/14/2013	PORTABLES	99.90	386.30
156462	12/11/2013	0006606	DIJULIO DISPLAYS, INC	7384	11/25/2013	BANNER REPAIR	185.88	
		Voucher:		7356	11/20/2013	LED LAMPS	36.96	222.84
156463	12/11/2013	0001099	DISPLAY SALES COMPANY	INV0094008	11/27/2013	BANNER ROD	422.50	422.50
		Voucher:						
156464	12/11/2013	0000257	DUTCH MAID CLEANERS	113013	11/30/2013	NOV 2013/LAUNDRY SERVICES	336.37	
		Voucher:		1054	11/30/2013	LAUNDRY SERVICES	13.04	349.41
156465	12/11/2013	0000273	EDGE ANALYTICAL, INC	13-19311	11/27/2013	TESTING	1,144.00	1,144.00
		Voucher:						
156466	12/11/2013	0005842	EMERY, DEANNA	TRAVEL REIMB	11/23/2013	TRAVEL REIMB	1,463.90	1,463.90
		Voucher:						
156467	12/11/2013	0001789	ESPARZA, RONALD W	120513	12/5/2013	WELLNESS INCENTIVE	20.00	20.00
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
156468	12/11/2013	0006276	EXPRESS SERVICES, INC	13329595-6	11/20/2013	OFFICE SERVICE SUPPORT	1,018.56	
	Voucher:			13299940-0	11/13/2013	OFFICE SERVICE SUPPORT	1,193.63	
				13266267-7	11/6/2013	OFFICE SERVICE SUPPORT	1,273.20	3,485.39
156469	12/11/2013	0002900	FASTENAL	WAOAK15711	11/19/2013	THREADLOCKER	9.44	
	Voucher:			WAOAK15764	11/26/2013	NYLOCK	0.97	
				WAOAK15742	11/25/2013	ADAPTER	12.64	23.05
156470	12/11/2013	0000304	FERGUSON ENTERPRISES, INC	0401716	11/19/2013	RING	158.44	158.44
	Voucher:							
156471	12/11/2013	0006991	FIKSE, JOSH	120513	12/5/2013	WELLNESS INCENTIVE	20.00	20.00
	Voucher:							
156472	12/11/2013	0000959	FIREFIGHTERS, WASHINGTON S`14-049		12/9/2013	MEMBERSHIP RENEWAL	110.00	110.00
	Voucher:							
156473	12/11/2013	0006592	FIRST PROTECTION FIRE & SAFE21549		11/22/2013	FIRE EXTINGUISHER SERVICES	2,461.24	2,461.24
	Voucher:							
156474	12/11/2013	0004971	FREEMAN, DENISE L	2013-86	11/29/2013	JUPSUIT/CLEMENTS	481.00	481.00
	Voucher:							
156475	12/11/2013	0000355	FRONTIER	007-9244	11/10/2013	CURRENT PHONE CHARGES	239.74	
	Voucher:			675-1572	11/10/2013	CURRENT PHONE CHARGES	62.07	
				675-2111	11/10/2013	CURRENT PHONE CHARGES	62.51	
				770-2694	11/10/2013	CURRENT PHONE CHARGES	40.11	
				679-8702	11/10/2013	CURRENT PHONE CHARGES	87.84	
				675-3121	11/10/2013	CURRENT PHONE CHARGES	56.74	
				675-6794	11/10/2013	CURRENT PHONE CHARGES	57.18	
				770-2715	11/10/2013	CURRENT PHONE CHARGES	31.50	
				679-3902	11/19/2013	CURRENT PHONE CHARGES	61.05	
				679-8477	11/19/2013	CURRENT PHONE CHARGES	81.50	
				679-2628	11/19/2013	CURRENT PHONE CHARGES	335.90	
				679-1789	11/19/2013	CURRENT PHONE CHARGES	56.89	
				679-1651	11/19/2013	CURRENT PHONE CHARGES	56.74	
				679-1640	11/19/2013	CURRENT PHONE CHARGES	56.89	
				679-0500	11/19/2013	CURRENT PHONE CHARGES	61.42	
				675-6858	11/19/2013	CURRENT PHONE CHARGES	56.74	
				675-1568	11/19/2013	CURRENT PHONE CHARGES	214.68	
				240-2350	11/19/2013	CURRENT PHONE CHARGES	1,128.59	2,748.09

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156476	12/11/2013	0000326	FRONTIER BUILDING SUPPLY	85964	12/4/2013	PLASTIC SM	17.04	17.04
		Voucher:						
156477	12/11/2013	0000325	FRONTIER FORD	97389	11/21/2013	JEWELS	14.78	14.78
		Voucher:						
156478	12/11/2013	0007131	FULLERTON & ASSOCIATES	13-029	12/1/2013	CONSULTING SERVICES/PROPE	1,560.00	1,560.00
		Voucher:						
156479	12/11/2013	0006977	GEOLINE, INC	321822	11/27/2013	SOFTWARE MAINTENANCE	864.17	864.17
		Voucher:						
156480	12/11/2013	0000340	GIFFORD, KATHY	120513	12/5/2013	WELLNESS INCENTIVE	20.00	20.00
		Voucher:						
156481	12/11/2013	0000349	GRAINGER	9300954584	11/20/2013	COUPLING	112.72	
		Voucher:		9300849933	11/20/2013	COUPLING/VALVE REBUILD KIT	192.68	
				9282771444	10/30/2013	MIRROR	164.03	469.43
156482	12/11/2013	0004974	GREEN LIGHT SOLUTIONS	8257	12/5/2013	MAINTENANCE & INSPECTIONS	1,160.00	1,160.00
		Voucher:						
156483	12/11/2013	0006990	GRUBB, GARY	120513	12/5/2013	WELLNESS INCENTIVE	20.00	20.00
		Voucher:						
156484	12/11/2013	0003505	HAMLIN, BERNADINE	1	12/3/2013	TRAVEL REFUND	10.00	10.00
		Voucher:						
156485	12/11/2013	0000323	HD FOWLER COMPANY	I3527463	11/22/2013	ANGLE/BUSHING/ELLS/TEES/ME	998.05	
		Voucher:		I3525594	11/20/2013	FLANGES/PIPE/GASKETS/BOLTS	214.84	1,212.89
156486	12/11/2013	0000380	HEALTH, WASHINGTON STATE DI	120313	12/3/2013	WATER WORKS OPERATOR CEF	420.00	420.00
		Voucher:						
156487	12/11/2013	0007304	HEWITT APPRAISAL SERVICE	130909D2	10/31/2013	APPRAISAL	3,000.00	3,000.00
		Voucher:						
156488	12/11/2013	0001251	HEWLETT-PACKARD COMPANY	53621779	11/22/2013	COMPUTERS	998.96	
		Voucher:		53632636	11/25/2013	COMPUTERS	1,878.34	2,877.30
156489	12/11/2013	0003095	HOME DEPOT CREDIT SERVICES	7054717	10/14/2013	BRAID POLY/UTILITY HTR	32.54	
		Voucher:		6593065	10/15/2013	9W 50K 1PK/PHOTO EYE	29.79	
				5023241	10/16/2013	DRILL	140.23	
				3583088	10/18/2013	LATDISG	10.85	
				3594221	10/28/2013	150A-CL/FLUR WETFIXT/BATTER	178.53	
				1082408	10/30/2013	RAKE	10.86	
				1564328	10/30/2013	BLADE/SMALL PET DR	46.71	
				3023957	11/7/2013	LED LIGHT	81.48	530.99

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156490	12/11/2013	0006520	HOPKINS, CAMERON	120513	12/5/2013	WELLNESS INCENTIVE	20.00	20.00
		Voucher:						
156491	12/11/2013	0000392	HUBBARD, SCOTT	120513	12/5/2013	WELLNESS INCENTIVE	20.00	20.00
		Voucher:						
156492	12/11/2013	0000394	HUMAN RESOURCE SERVICES	120113	12/1/2013	DEC 2013/UNEMPLOYMENT SER	110.00	110.00
		Voucher:						
156493	12/11/2013	0005872	IMPAIRED DRIVING IMPACT PANE110913		11/9/2013	NOV 2013/DUI-UNDERAGE DRINI	166.67	166.67
		Voucher:						
156494	12/11/2013	0000417	INDUSTRIAL BOLT & SUPPLY	548967-2	11/27/2013	TEES/CONNECTORS	19.06	19.06
		Voucher:						
156495	12/11/2013	0004410	ISLAND COUNTY PUBLIC HEALTH	113013	11/30/2013	FOOD SERVICE PERMIT	358.00	358.00
		Voucher:						
156496	12/11/2013	0000410	ISLAND COUNTY SOLID WASTE	113013	11/30/2013	NOV 2013/TIPPING FEES	65,963.53	65,963.53
		Voucher:						
156497	12/11/2013	0000411	ISLAND COUNTY TREASURER	120213	12/2/2013	CRIME VICTIM COMPENSATION	224.12	224.12
		Voucher:						
156498	12/11/2013	0000412	ISLAND COUNTY TREASURER	120313	12/3/2013	4TH QTR 2013/JOINT TOURISM	5,000.00	5,000.00
		Voucher:						
156499	12/11/2013	0005010	JOHNSON DDS, SAMUEL F	110613	11/6/2013	INMATE SERVICES	437.00	437.00
		Voucher:						
156500	12/11/2013	0004010	JOHNSON, PAT	1	12/3/2013	TRAVEL REFUND	90.00	90.00
		Voucher:						
156501	12/11/2013	0000479	K MART	98038	11/27/2013	SHAMPOO	12.98	12.98
		Voucher:						
156502	12/11/2013	0002227	LABORATORY CORPORATION OF	42753143	11/30/2013	TESTING SERVICES	48.50	48.50
		Voucher:						
156503	12/11/2013	0000494	LAKESIDE INDUSTRIES	5102163MB	11/20/2013	ASPHALT	325.73	
		Voucher:		5102178MB	11/27/2013	ASPHALT	827.00	1,152.73
156504	12/11/2013	0005814	LIBERTY MUTUAL	601049781	11/27/2013	BOND RENEWAL/GREEN	100.00	100.00
		Voucher:						
156505	12/11/2013	0000515	LOGGERS & CONTRACTORS, INC	00059939	11/27/2013	BROOM/HANDLE/BRACE	284.88	284.88
		Voucher:						

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156506	12/11/2013	0000530	MAILLIARD'S LANDING NURSERY79517	11/21/2013	YARD WASTE	93.10	
	Voucher:		79534	11/22/2013	YARD WASTE	88.20	
			79580	11/25/2013	YARD WASTE	68.95	
			79603	11/26/2013	YARD WASTE	47.60	
			79632	11/27/2013	YARD WASTE	82.60	
			79644	11/29/2013	YARD WASTE	145.95	
			79336	11/13/2013	YARD WASTE	135.10	
			79081	11/1/2013	YARD WASTE	183.75	
			79114	11/4/2013	YARD WASTE	124.95	
			79144	11/5/2013	YARD WASTE	90.65	
			79168	11/6/2013	YARD WASTE	101.85	
			79198	11/7/2013	YARD WASTE	117.60	
			79218	11/8/2013	YARD WASTE	116.90	
			79312	11/12/2013	YARD WASTE	192.15	
			79374	11/14/2013	YARD WASTE	122.50	
			79389	11/15/2013	YARD WASTE	131.95	
			79444	11/18/2013	YARD WASTE	76.65	
			79466	11/19/2013	YARD WASTE	54.60	
			79488	11/20/2013	YARD WASTE	82.60	
			78851	10/25/2013	YARD WASTE	15.00	
			78917	10/28/2013	YARD WASTE	20.00	2,092.65
156507	12/11/2013	0000660	MARKET PLACE FOOD & DRUG 496276	11/29/2013	GROCERIES	164.50	
	Voucher:		646308	12/5/2013	GROCERIES	235.10	399.60
156508	12/11/2013	0007306	MASSEY, MEG EXP REIMB	11/30/2013	EXP REIMB	135.44	135.44
	Voucher:						
156509	12/11/2013	0006072	MASTER'S TOUCH, LLC 0131638	10/25/2013	CONVERSION PROGRAMMING	239.14	
	Voucher:		32516	11/22/2013	NOV 2013/MAILING SERVICES FC	270.01	
			32026	10/29/2013	OCT 2013/MAILING SERVICES FC	1,193.32	1,702.47
156510	12/11/2013	0006072	MASTER'S TOUCH, LLC P32516	11/22/2013	NOV 2013/POSTAGE FOR LATE N	435.71	435.71
	Voucher:						
156511	12/11/2013	0000544	MATERIALS TESTING & CONSULT12014	11/18/2013	PROF SVC/NORTH RESERVOIR	8,231.00	8,231.00
	Voucher:						
156512	12/11/2013	0000040	MATRIX 608179124	11/10/2013	LONG DISTANCE	446.83	446.83
	Voucher:						

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156513	12/11/2013	0006028	MCI COMM SERVICE	679-3902	11/11/2013	LONG DISTANCE	36.99	36.99
		Voucher:						
156514	12/11/2013	0000538	MID AMERICAN RESEARCH CHEM	0510964-IN	11/15/2013	SEALER/GREASE	403.82	
		Voucher:		0511205-IN	11/20/2013	OIL	117.40	521.22
156515	12/11/2013	0006992	MOON, ANDREW	120513	12/5/2013	WELLNESS INCENTIVE	20.00	20.00
		Voucher:						
156516	12/11/2013	0000593	MUELLER, DEBORAH	120513	12/5/2013	WELLNESS INCENTIVE	20.00	20.00
		Voucher:						
156517	12/11/2013	0000612	NELSON PETROLEUM	0509020-IN	11/19/2013	FUEL	56.83	
		Voucher:		0509544-IN	11/27/2013	FUEL	885.24	942.07
156518	12/11/2013	0000621	NIIRO, CEDRIC	120513	12/5/2013	WELLNESS INCENTIVE	20.00	20.00
		Voucher:						
156519	12/11/2013	0000610	NORTH CENTRAL LABORATORIE	330473	11/21/2013	SOLUTION/CAPS/FILTERS/BOD 5	1,091.94	1,091.94
		Voucher:						
156520	12/11/2013	0007075	NORTHWEST ASSESSMENT SER	1128	11/26/2013	PRE-EMPLOYMENT/ARMSTRON	325.00	325.00
		Voucher:						
156521	12/11/2013	0005925	NORTHWEST ENERGY EFFICIAN	7369	11/22/2013	WEBINAR/LAWSON	200.00	200.00
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
156522	12/11/2013	0000672	OAK HARBOR ACE	231984	12/2/2013	COUPLE/WIRE/NIPPLE	19.86
	Voucher:			231784	11/26/2013	COVER	1.95
				231718	11/25/2013	NUTS/RODS	27.68
				231795	11/26/2013	FASTENERS	40.37
				232259	12/6/2013	CABLE TIES/TAPE	115.18
				231759	11/25/2013	PARTS	39.66
				232172	12/5/2013	HEAT TAPE/CAN/SPOUT	96.68
				232207	12/5/2013	ROD	16.28
				231621	11/22/2013	FASTENERS/GLOVES	16.37
				232050	12/3/2013	CABLE TIES	30.95
				231857	11/27/2013	MAG/BLADE/FILTERS/BITS	5.39
				231679	11/23/2013	BLEACH/CLEANER	18.44
				231868	11/27/2013	FASTENERS	6.59
				231650	11/22/2013	EXTENSION CORDS/TAP	31.99
				232015	12/2/2013	INSERT	2.71
				231638	11/22/2013	CABLE TIES	7.05
				231779	11/26/2013	NAIL PEGS	2.80
				231721	11/25/2013	CHAIN LOOP	19.56
				232013	12/2/2013	CHAIN LOOP	23.90
							523.41

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
156523	12/11/2013	0000668	OAK HARBOR AUTO CENTER	001-186877	12/3/2013	CLIP ACCESS	15.59
		Voucher:		001-187072	12/4/2013	A1S	76.25
				001-186809	12/2/2013	THRUST STARING/SCOTCH MOL	21.51
				001-186763	12/2/2013	BELTS	51.17
				001-186376	11/26/2013	BEARING/SEALS	27.44
				001-185983	11/21/2013	AIR DOOR ACTUATOR	-39.73
				001-186221	11/25/2013	BELTS	18.44
				001-185857	11/20/2013	PARKING LIGHT	32.61
				001-185974	11/21/2013	TOUCH UP	38.26
				001-186004	11/22/2013	TOUCH UP	-20.43
				001-186389	11/26/2013	FILTERS	43.82
				001-186361	11/26/2013	FILTERS	4.60
				001-186390	11/26/2013	FILTERS	39.22
				001-186820	12/2/2013	FILTERS	2.12
				001-185972	11/21/2013	LUBE	10.74
				001-186081	11/22/2013	SPARK PLUGS	72.42
				001-186941	12/3/2013	SPARK PLUGS	36.98
				001-186617	11/28/2013	STARTING FLUID	6.19
				001-186417	11/26/2013	SPARK PLUGS	9.37
							446.57
156524	12/11/2013	0000673	OAK HARBOR MOTORS	44195	11/22/2013	SEAT BELT	93.05
		Voucher:					93.05
156525	12/11/2013	0000676	OAK HARBOR POLICE DEPARTM	112713	11/27/2013	PETTY CASH	8.74
		Voucher:					8.74
156526	12/11/2013	0000681	OAK HARBOR SCHOOL DISTRICT	0000130153	11/18/2013	NOV 2013/COMPUTER NETWORK	6,708.33
		Voucher:					6,708.33
156527	12/11/2013	0006980	OCCUPATIONAL HEALTH DYNAM	34778	11/26/2013	ANNUAL CALIBRATION	725.00
		Voucher:					725.00
156528	12/11/2013	0003007	OFFICE DEPOT	684476751001	11/27/2013	DVDS	58.31
		Voucher:		680758601001	10/30/2013	CD-R	27.12
							85.43
156529	12/11/2013	0000665	OFFICEMAX, INC	565608	12/3/2013	ADHESIVE SPRAY	15.85
		Voucher:					15.85
156530	12/11/2013	0000666	OGDEN MURPHY WALLACE	708747	11/13/2013	PROF SVC/SWINOMISH INDIAN T	18,749.90
		Voucher:					18,749.90
156531	12/11/2013	0002985	PACIFIC TIRE CO. INC	0072126	11/19/2013	TIRES	841.89
		Voucher:					841.89

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156532	12/11/2013	0007181	PICCONE, JOHN	TRAVEL REIMB	11/21/2013	TRAVEL REIMB	5.00	5.00
		Voucher:						
156533	12/11/2013	0000299	PLACE, SANDRA	120513	12/5/2013	WELLNESS INCENTIVE	20.00	20.00
		Voucher:						
156534	12/11/2013	0000710	PLATT ELECTRIC SUPPLY, INC	B251118	11/27/2013	LAMPS	31.10	31.10
		Voucher:						
156535	12/11/2013	0000730	POWELL, JANIS	1	11/19/2013	DRIVING SERVICES	102.00	
		Voucher:		1	11/22/2013	DRIVING SERVICES	120.00	222.00
156536	12/11/2013	0000746	PUGET SAFETY EQUIPMENT	0017054-IN	12/4/2013	LINERS	138.63	
		Voucher:		0016133-IN	10/8/2013	SENSORS	441.97	
				0012456-IN	6/17/2013	CREDIT	-260.88	
				0014952-IN	8/13/2013	CHIN STRAP	8.58	
				0013695-IN	6/24/2013	SHARPS CONTAINER	63.35	391.65

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
156537	12/11/2013	0000743	PUGET SOUND ENERGY	200008816189	11/4/2013	ELECTRICITY/ANNEX	17.79
	Voucher:			200015685833	11/4/2013	ELECTRICITY/287 SE CABOT DR	67.61
				200001884218	11/4/2013	ELECTRICITY/1888 NE 5TH AVE	13.24
				300000010516	11/7/2013	ELECTRICITY/900 SE MIDWAY BI	211.50
				300000010458	11/7/2013	ELECTRICITY/INTSCTN OF MIDW	327.13
				300000009906	11/7/2013	ELECTRICITY/2220 SW VISTA PA	46.69
				200002511539	11/6/2013	ELECTRICITY/2075 SW FT	87.36
				200011316839	11/4/2013	ELECTRICITY/SR 20 & 650 AV W	1,131.55
				200010499248	11/4/2013	ELECTRICITY/1948 NW CROSBY	99.83
				200000919684	11/4/2013	ELECTRICITY/WINDMILL	10.21
				200001097589	11/4/2013	ELECTRICITY/E BATH	16.44
				200013968405	11/4/2013	ELECTRICITY/LIFT ST	98.95
				200005461666	11/4/2013	ELECTRICITY/W KITCH	11.67
				200012838765	11/4/2013	ELECTRICITY/PIONEER PARK	19.00
				200010531354	11/4/2013	ELECTRICITY/1500 S BEEKSMA I	170.46
				200004856627	11/4/2013	ELECTRICITY/1577 NW 8TH AVE	10.21
				200010530802	11/4/2013	ELECTRICITY/CITY BEACH PARK	10.85
				200002037097	11/6/2013	ELECTRICITY/2000 SW SCENIC H	42.54
				200017654415	11/6/2013	ELECTRICITY/1000 SW THORNB	345.48
				200002036164	11/6/2013	ELECTRICITY/30505 ST ROUTE 2	406.77
				200015399153	11/6/2013	ELECTRICITY/1678 SW 8TH AVE	20.37
				200022988147	11/6/2013	ELECTRICITY/TRAILER PK S ENI	25.61
				200010322895	11/6/2013	ELECTRICITY/2330 SW ROSARIC	72.75
				200010499446	11/6/2013	ELECTRICITY/1661 NE 16TH AVE	48.51
				200002037501	11/6/2013	ELECTRICITY/3285 SW SCENIC H	180.59
				200002170617	11/4/2013	ELECTRICITY/552 NW CLIPPER I	10.21
				200019500517	11/4/2013	ELECTRICITY/1137 NW KATHLEE	42.60
				200022441113	11/4/2013	ELECTRICITY/980 SW MCCROHA	46.66
				200012278087	11/4/2013	ELECTRICITY/FIRE STATION	1,118.75
				200005263310	11/4/2013	ELECTRICITY/SMITH PARK	10.21
				220000598098	11/5/2013	ELECTRICITY/ANIMAL SHELTER	93.34
				200017653656	11/5/2013	ELECTRICITY/3300 OLD GOLDIE	78.02
				200012220337	11/5/2013	ELECTRICITY/128 E WHIDBEY A	10.21
				200008386993	11/5/2013	ELECTRICITY/FABER ST & HARV	10.82
				200020179194	11/5/2013	ELECTRICITY/626 CHRISTIAN RC	47.37

Bank : bank US BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			200003459654	11/6/2013	ELECTRICITY/1957 FORT NUGEN	317.21	
			200002036719	11/5/2013	ELECTRICITY/34777 STATE ROU	83.06	
			200025075157	11/5/2013	ELECTRICITY/33500 STATE ROU	302.50	
			200007702943	11/5/2013	ELECTRICITY/700 AW V & MIDW/	206.44	
			200004562878	11/5/2013	ELECTRICITY/800 SE MIDWAY BI	158.74	
			200011551930	11/5/2013	ELECTRICITY/ADULT CARE CEN	19.92	
			200010531024	11/5/2013	ELECTRICITY/940 SE PIONEER V	258.59	
			200019043344	11/4/2013	ELECTRICITY/90 SE PIONEER W.	48.93	
			200010531941	11/4/2013	ELECTRICITY/800 SE DOCK ST	120.27	
			200020308330	11/4/2013	ELECTRICITY/KITCHEN	11.18	
			200023360569	11/4/2013	ELECTRICITY/700 S HELLER RD	62.32	
			200014151886	11/4/2013	ELECTRICITY/1370 SE DOCK ST	64.14	
			200020235012	11/4/2013	ELECTICITY/SENIOR CENTER	726.63	
			200011579964	11/4/2013	ELECTRICITY/285 SE JEROME S	12.82	
			200017255619	11/4/2013	ELECTRICITY/690 SW HELLER R	405.94	
			200006103952	11/4/2013	ELECTRICITY/5941 STATE ROUT	13.72	
			200017853025	11/4/2013	ELECTRICITY/2081 NE 9TH AVE	11.35	
			220002247165	11/21/2013	ELECTRICITY/SW FAIRWAY POIN	103.35	
			200010549943	11/15/2013	ELECTRICITY/WELL #6	12.80	
			200003131170	11/15/2013	ELECTRICITY/WELL #7	12.80	
			300000007421	11/14/2013	ELECTRICITY/STREET LIGHTS	15,729.24	
			300000007421	11/18/2013	ELECTRICITY/STREET LIGHTS	9,793.57	
			200013370750	11/19/2013	ELECTRICITY/MARINA	2,225.59	
			200005933094	11/19/2013	ELECTRICITY/LAGOON	8,742.32	
			200000881421	11/19/2013	ELECTRICITY/DISPLT	8,299.04	
			200015618321	11/4/2013	ELECTRICITY/600 NE 7TH AVENL	113.99	
			200010531172	11/5/2013	ELECTRICITY/1300 NE BIG BERF	10.82	
			200017575347	11/4/2013	ELECTRICITY/1367 NW CROSBY	117.24	
			200010530240	11/4/2013	ELECTRICITY/651 SE BAYSHORE	94.25	
			200007824192	11/4/2013	ELECTRICITY/75 SE JEROME ST	10.21	
			200002037261	11/4/2013	ELECTRICITY/1780 SE SPRINGFI	10.82	
			200017441482	11/4/2013	ELECTRICITY/CITY BEACH PARK	878.98	
			200003267636	11/4/2013	ELECTRICITY/1000 SE IRELAND	22.52	
			200002723381	11/4/2013	ELECTRICITY/CMFTST	150.80	
			200000947859	11/4/2013	ELECTRICITY/CITY SHOP	3,091.92	

Bank : bank US BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			200010699706	11/4/2013	ELECTRICITY/BALLPK	34.37	
			200023231067	11/4/2013	ELECTRICITY/945 E WHIDBEY A\	32.90	
			200017968427	11/4/2013	ELECTRICITY/POLICE STATION	1,550.19	
			200012425357	11/4/2013	ELECTRICITY/TREATMENT PLAN	1,371.29	
			200024715845	11/4/2013	ELECTRICITY/1285 NE TAFTSON	33.14	
			200014596478	11/4/2013	ELECTRICITY/CITY HALL	886.79	
			200013734963	11/4/2013	ELECTRICITY/672 CHRISTIAN RE	896.32	
			200004342099	11/5/2013	ELECTRICITY/650 NE 7TH AVE	10.68	62,021.00
156538	12/11/2013	0006723 RANG, JEFFREY	EXP REIMB	11/23/2013	EXP REIMB	10.00	10.00
		Voucher:					
156539	12/11/2013	0001463 RASMUSSEN, SHIRLEY	1	12/5/2013	TRAVEL REFUND	280.00	280.00
		Voucher:					
156540	12/11/2013	0004654 RILEY, KENNETH	EXP REIMB	12/2/2013	EXP REIMB	126.10	126.10
		Voucher:					
156541	12/11/2013	0005967 SEATTLE AUTOMOTIVE DIST	S6-163944	12/3/2013	COMPRESSOR KIT	366.29	
		Voucher:	S2-163723	12/3/2013	TRANSMISSION ASM	72.25	438.54
156542	12/11/2013	0000852 SENIOR CENTER PETTY CASH	120213	12/2/2013	PETTY CASH	189.74	189.74
		Voucher:					
156543	12/11/2013	0002358 SERVICEMASTER OF THE ISLANI9295		12/1/2013	DEC 2013/JANITORIAL SERVICE	775.00	775.00
		Voucher:					
156544	12/11/2013	0003782 SHARP ELECTRONICS CORPOR/C790830-701		12/3/2013	NOV 2013/MAINTENANCE CONTI	9.34	9.34
		Voucher:					
156545	12/11/2013	0000817 SHELLEY, TIM	120513	12/5/2013	WELLNESS INCENTIVE	40.00	40.00
		Voucher:					
156546	12/11/2013	0000964 SHERIFFS & POLICE CHIEFS, WAINV025263		11/14/2013	REGISTRATION/STERKEL	300.00	300.00
		Voucher:					
156547	12/11/2013	0000822 SHRED-IT USA, INC	9402810520	11/13/2013	SHREDDING	49.50	49.50
		Voucher:					
156548	12/11/2013	0005003 SILVEIRA, MANUEL	EXP REIMB	11/9/2013	EXP REIMB	500.00	500.00
		Voucher:					
156549	12/11/2013	0006542 SIPES, TAMRA	EXP REIMB	12/9/2013	EXP REIMB	680.31	680.31
		Voucher:					
156550	12/11/2013	0000831 SIX ROBBLEES', INC	14-278142	11/6/2013	SENSOR	554.89	
		Voucher:	14-277933	11/6/2013	BOARD ASSY/ELEC BU	1,853.95	
			14-277057-1	11/13/2013	PISTOL GRIP GREASE GUN	28.83	2,437.67

Bank : bank US BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
156551	12/11/2013	0000814	SKAGIT FARMERS SUPPLY	137305	10/1/2013	WINTER MIX	80.61	80.61
		Voucher:						
156552	12/11/2013	0000843	SOLID WASTE SYSTEMS, INC	0066433-IN	11/27/2013	PUMP CARTRIDGE	1,537.64	1,537.64
		Voucher:						
156553	12/11/2013	0000846	SOUND PUBLISHING	930663	11/26/2013	PC 12-10-13	99.68	
		Voucher:		924553	11/15/2013	PUBLIC HEARING	161.98	
				922841	11/15/2013	NOTICE OF APPLICATION	130.83	
				928021	11/18/2013	BINDING SITE PLAN	31.15	
				922816	11/15/2013	BINDING SITE	56.07	
				928019	11/18/2013	SHORELINE MASTER PLAN REV	62.30	
				903933	11/15/2013	ORD 1668	62.30	
				924556	11/15/2013	ORD SUMMARIES	56.07	
				922815	11/15/2013	SHORELINE PLAN	56.07	
				922820	11/16/2013	SMITH VESSEL	274.12	
				922822	11/16/2013	HARPER VESSEL	274.12	
				922821	11/16/2013	HOLLAND VESSEL	274.12	
				593132	10/31/2013	OCT 2013/PUBLICATIONS-ACCT#	446.88	
				901882	11/15/2013	10-22-13A	93.45	
				522846	11/15/2013	COMP PLAN AMEND	249.20	
				924554	11/15/2013	CALL FOR APPLICATION	130.83	2,459.17
156554	12/11/2013	0000851	SPRINT	140239187	11/22/2013	LONG DISTANCE	9.07	9.07
		Voucher:						
156555	12/11/2013	0000860	STANDARD INSURANCE COMPAN	112013	11/20/2013	LIFE/POCFFS	233.13	233.13
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
156556	12/11/2013	0003883	STAPLES BUSINESS ADVANTAGE	3215181386	11/16/2013	CREDIT	-21.83
		Voucher:		3215181387	11/16/2013	SPEAKERS	27.59
				3215693432	11/23/2013	HEATERS	55.89
				3215181391	11/16/2013	MESSAGE DATER/LABELS	64.73
				3215181390	11/16/2013	CLOCK/RECEIPT BOOK	35.51
				3215181389	11/16/2013	OUTLET	195.25
				3214656444	11/9/2013	FOLDERS	61.32
				3216129180	11/30/2013	HIGHLIGHTERS/BOOKENDS/MES	48.60
				3216129181	11/30/2013	PLANNER BOOK	81.39
				3213902299	11/2/2013	TONER	285.70
				3214656441	11/9/2013	STENO PADS/FOLDERS	39.69
				3214656443	11/9/2013	PENS/FOLDERS/FASTENERS/EN	108.11
							981.95
156557	12/11/2013	0000856	STATE AUDITOR'S OFFICE	L100549	11/12/2013	2013 AUDIT SERVICES FOR 2012	38,409.13
		Voucher:					38,409.13
156558	12/11/2013	0007305	STROW, PETER	16	10/23/2013	MUNICIPAL COURT PRO TEM	289.09
		Voucher:					289.09
156559	12/11/2013	0000874	SURETY PEST CONTROL	387972	11/25/2013	PEST EXTERMINATION	54.35
		Voucher:					54.35
156560	12/11/2013	0001053	TREASURER, WASHINGTON STA	120213	12/2/2013	COURT/BC FEES	13,176.13
		Voucher:					13,176.13
156561	12/11/2013	0006249	TRUCK SHOP	68102	11/26/2013	ELEMENT	79.27
		Voucher:		68074	11/25/2013	DASH CENTER/PANEL REINF/HIN	696.12
156562	12/11/2013	0000918	UNITED FIRE SERVICE	29775	11/15/2013	BUCKLE RECEIVER	47.77
		Voucher:					47.77
156563	12/11/2013	0000922	UNUM LIFE INSURANCE COMPAN	111813	11/18/2013	DEC 2013/LONG TERM CARE	142.20
		Voucher:					142.20
156564	12/11/2013	0004903	US BANK	448559100011968	11/25/2013	CREDIT CARD PURCHASES	1,342.89
		Voucher:					1,342.89
156565	12/11/2013	0004903	US BANK	448559100061199	11/25/2013	CREDIT CARD PURCHASES	1,101.85
		Voucher:					1,101.85
156566	12/11/2013	0004903	US BANK	448559010010494	11/25/2013	CREDIT CARD PURCHASES	327.00
		Voucher:					327.00
156567	12/11/2013	0004903	US BANK	448559100064685	11/25/2013	CREDIT CARD PURCHASES	184.02
		Voucher:					184.02

Bank : bank US BANK		(Continued)							
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
156568	12/11/2013	0004903	US BANK	448559100022297	11/25/2013	CREDIT CARD PURCHASES	26.87	26.87	
		Voucher:							
156569	12/11/2013	0000926	USABLUBOOK	210472	11/26/2013	RETRUN SHOE	278.39	278.39	
		Voucher:							
156570	12/11/2013	0000934	UTILITIES UNDERGROUND LOCA3110170		11/30/2013	NOV 2013/LOCATES	60.06	60.06	
		Voucher:							
156571	12/11/2013	0000937	VALLEY FREIGHTLINER, INC	2233300039	11/26/2013	SWITCH	80.94	80.94	
		Voucher:							
156572	12/11/2013	0003732	VISIBLE	099303176	11/19/2013	1099S	52.73	52.73	
		Voucher:							
156573	12/11/2013	0007303	WAINKEN, EVELYN	1	12/3/2013	TRAVEL REFUND	15.00	15.00	
		Voucher:							
156574	12/11/2013	0003917	WALTON, DAVID	120513	12/5/2013	WELLNESS INCENTIVE	20.00	20.00	
		Voucher:							
156575	12/11/2013	0000987	WASHINGTON STATE UNIVERSIT6736361		9/27/2013	REGISTRATION/HOLMAN	560.00	560.00	
		Voucher:							
156576	12/11/2013	0000990	WATER ENVIRONMENT FEDERAT120413		12/4/2013	MEMBERSHIP RENEWAL/STOWE	141.00	141.00	
		Voucher:							
156577	12/11/2013	0007062	WAYPOINT BUSINESS SOLUTION40006438		12/3/2013	SUPPORT SERVICE	103.27	103.27	
		Voucher:							
156578	12/11/2013	0000995	WEST, GARY	EXP REIMB	12/6/2013	EXP REIMB	229.00	229.00	
		Voucher:							
156579	12/11/2013	0003067	WHIDBEY ANIMALS' IMPROVEME1253		11/30/2013	NOV 2013/ANIMAL SHELTER	7,083.33	7,083.33	
		Voucher:							
156580	12/11/2013	0001000	WHIDBEY AUTO PARTS, INC.	195258	11/25/2013	FUNNEL	25.69		
		Voucher:		195739	12/2/2013	SWIVEL/HOSE/CRIMP FEE	48.92	74.61	
156581	12/11/2013	0000675	WHIDBEY COMMUNITY PHYSICIA112613-153		11/26/2013	PHYSICAL/BERMAN	128.00		
		Voucher:		111213-79	11/12/2013	PHYSICAL/SUMMERS	187.00	315.00	
156582	12/11/2013	0001005	WHIDBEY GENERAL HOSPITAL WAA72899		11/15/2013	INMATE SERVICES	32.30	32.30	
		Voucher:							
156583	12/11/2013	0006151	WHIDBEY MARKETPLACE & NEW1706		11/1/2013	GRAPHIC DESIGN	500.00	500.00	
		Voucher:							
156584	12/11/2013	0007078	WHIDBEY SIGN COMPANY	13077	12/5/2013	BANNER	195.66	195.66	
		Voucher:							

Bank : bank US BANK

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<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
156585	12/11/2013	0006775	WORKSAFE SERVICE, INC	184380	12/3/2013	TESTING	35.00	35.00
		Voucher:						
156586	12/11/2013	0007269	XYLEM DEWATERING SOLUTION:400360096		11/22/2013	GODWIN HL6/CONTROL/HOSE/B	8,586.21	8,586.21
		Voucher:						
<b>Sub total for US BANK:</b>								379,344.09

163 checks in this report.

Grand Total All Checks: 379,344.09

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
156587	12/12/2013	0001799 ACORN PROPERTY MANAGEMENT	Ref000210307		UB Refund Cst #00156600	38.85	
						<b>Total :</b>	<b>38.85</b>
156588	12/12/2013	0007299 ANDERS, ELWOOD W	Ref000210305		UB Refund Cst #00126177	100.61	
			Ref000210306		UB Refund Cst #00126177	60.39	
						<b>Total :</b>	<b>161.00</b>
156589	12/12/2013	0001299 CHURCHILL REALTY	Ref000210303		UB Refund Cst #00123049	11.91	
						<b>Total :</b>	<b>11.91</b>
156590	12/12/2013	0007301 CORNELL, CHRIS	Ref000210309		UB Refund Cst #00159162	53.04	
						<b>Total :</b>	<b>53.04</b>
156591	12/12/2013	0000483 KOETJE AGENCY	Ref000210302		UB Refund Cst #00122889	32.74	
						<b>Total :</b>	<b>32.74</b>
156592	12/12/2013	0007300 SMITH, CHRISTOPHER	Ref000210308		UB Refund Cst #00159051	55.12	
						<b>Total :</b>	<b>55.12</b>
156593	12/12/2013	0001391 WINDERMERE	Ref000210301		UB Refund Cst #00120845	3.70	
			Ref000210304		UB Refund Cst #00125453	3.32	
						<b>Total :</b>	<b>7.02</b>
<b>7 Vouchers for bank code :</b> bank						<b>Bank total :</b>	<b>359.68</b>
<b>7 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>359.68</b>

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

Bill No. C/A 4.c.  
Date: December 17, 2013  
Subject: Wastewater Treatment Plant  
Project Delivery Advisor  
Professional Services Agreement with  
OAC

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

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

SD Scott Dudley, Mayor  
LC Larry Cort, City Administrator  
DM Doug Merriman, Finance Director  
GW Grant Weed, Interim City Attorney, as to form

**PURPOSE**

The purpose of this agenda bill is to authorize the Mayor to sign a professional services agreement with OAC for project delivery advisory services associated with design and construction of the wastewater treatment plant.

**FISCAL IMPACT DESCRIPTION**

Funds Required: \$55,480 Appropriation Source: Wastewater Fund

**SUMMARY STATEMENT**

On December 3, 2013, staff received approval from City Council to pursue the General Contractor / Construction Manager (GC/CM) alternative public works contracting procedure for delivery of the new wastewater treatment plant (WWTP).

For projects over \$10 million, [RCW 39.10](#) allows government agencies to use alternative delivery methods for construction projects. In order to pursue the GC/CM alternative project delivery, the City must first get approval from the state Capital Project Advisory Review Board (CPARB). The Project Review Committee (PRC) meets every other month to consider applications from agencies seeking to use an alternative project delivery.

One of the cornerstones of the approval process is having sufficient staff (both in number and knowledge) to successfully complete the project using the proposed alternate delivery method. Due to the dollar threshold for using this delivery method, many agencies don't have the necessary experience in their existing staff to satisfy PRC requirements. By bringing on an advisor familiar with the process, the City satisfies this requirement and strengthens its potential for gaining approval from the PRC to use GC/CM to deliver the wastewater treatment plant.

**Selection Process**

The alternative project delivery advisor roll is not very common. In fact, during our research, only 6 individuals with as many companies were found in Western Washington. Research included contacting other agencies familiar with GC/CM, reviewing approved projects on the PRC website, consulting with GC/CM contractors and finally confirming their qualifications on the Municipal Research and Services Center (MRSC).

While advisory services may not technically be considered an architectural and/or engineering service, staff felt it best to qualify the applicants based on this criterion. Advisors in this roll are typically either a licensed engineer or an architect.

Selection of a consultant in this manner requires that agencies first consider qualifications then negotiate a price (RCW 39.80). Agencies are allowed to maintain a roster of qualified consultants for smaller contracts. The City subscribes to a service provided by MRSC where they maintain a roster of qualified engineers, architects, contractors and other service providers on our behalf. Staff verified that candidates were on the MRSC roster before making a final decision.

Of the 6 potential candidates, only two were available to provide advisory services to the City. Both advisors were invited to visit the City of Oak Harbor and were interviewed by a panel of staff members. While both proved to be well qualified, Dan Chandler with OAC was selected based on his experience with GC/CM and his knowledge of the process.

### Scope of Services

OAC will provide the following services to the City

- Prepare and submit the Project Approval Application to the PRC
- Respond to PRC questions associated with the application
- Prepare PRC presentation, coach City staff and others
- Manage and oversee GC/CM procurement including:
  - Preparation of the RFQ, advertisement and questions
  - Oversee RFQ response evaluations, short-listing and documentation
  - Organize, attend and chair short-listed contractor interviews and site visits
  - Organize and chair interview scoring and (if appropriate) additional short-listing
  - Prepare Request for Fee Proposal (RFFP) documents
  - Collaborate with City-appointed legal counsel in developing the GC/CM agreement
  - Organize and chair fee proposal opening, final scoring and award
- Assist in GC/CM team integration including meeting attendance, pre-construction fee negotiation and other duties as requested
- Review design meeting notes on a weekly basis and attend project meetings on a monthly basis through design
- Assist City in reviewing the GC/CM subcontractor procurement plan including self-performed work, early materials procurement and similar duties
- Assist the City in negotiating contract amendments (Guaranteed Maximum Price, or Maximum Allowable Construction Cost).

OAC's scope of services will begin once approved and will extend through completion of the project. The proposed scope of services is just through pre-construction. Any work requested through Construction will be negotiated when appropriate.

### **CITY COUNCIL WORKSHOP**

November 19, 2013 – Project delivery options and the need for an advisor were discussed.

### **RECOMMENDED ACTION**

Authorize the Mayor to sign a Professional Services Agreement with OAC for project delivery advisory services associated with design and construction of the wastewater treatment plant in the not to exceed contract amount of \$55,480.00.

### **ATTACHMENTS**

- Professional Services Agreement with OAC

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 12/17/2013, and between the **CITY OF OAK HARBOR**, a Washington municipal corporation, hereinafter referred to as the "CITY" and **OAC** hereinafter referred to as the "SERVICE PROVIDER".

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

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

WHEREAS, the SERVICE PROVIDER represents the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

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

1. Scope of Services.

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

2. Term.

The Project shall begin on **December 17, 2013**, and shall be completed no later than **December 31, 2017** unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

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

3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows: **Time and Materials, not to exceed \$55,480.**

4. Reports and Inspections.

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

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

4.3 The SERVICE PROVIDER shall keep in strict confidence, and will not disclose, communicate or advertise to third parties, without the express written consent of CITY the confidences of CITY or any information regarding the CITY or services provided to the CITY under this Agreement.

5. Independent Contractor Relationship.

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

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

6. Service Provider Employees/agents.

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

7. Hold Harmless/Indemnification.

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

8. Insurance.

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

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

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident.
  - b. Commercial General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate.
  - c. Professional Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.
- 8.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
  - a. The SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.
  - b. The SERVICE PROVIDER'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
- 8.4 Acceptability of Insurers and policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. Unless otherwise agreed by CITY all insurance policies shall be written on an "occurrence" policy and not a "claims-made" policy.
- 8.5 Verification of Coverage. SERVICE PROVIDER shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the SERVICE PROVIDER before commencement of the work.
9. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement. The SERVICE PROVIDER may keep one copy of the work product and documents for its records.
10. Compliance with Laws.
  - 10.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing,

certification and operation of facilities, programs and accreditations, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

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

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

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

12. Assignment/subcontracting.

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

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

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

13. Changes.

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

14. Maintenance and Inspection of Records.

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

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

15. Other Provisions.

The following additional terms shall apply: It is agreed between the parties that pursuant to changes in state law necessitating that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If after thirty (30) days of negotiation, agreement cannot be reached, the CITY may terminate this Agreement no sooner than sixty (60) days thereafter.

16. Termination.

16.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving at least thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the CITY shall pay the SERVICE PROVIDER for all services provided under this Agreement through the date of termination.

16.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement through the date of termination.

16.3 Work Product. In the event of any termination whether for convenience or cause, all work product of the SERVICE PROVIDER, along with a summary of the work to the date of termination shall become the property of CITY.

17. Notice.

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

18. Attorneys Fees and Costs.

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

19. Jurisdiction and Venue.

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

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

20. Severability.

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

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

21. Addenda.

21.1 This Agreement is subject to additional terms as set out in Addenda as follows: **N/A**

22. Entire Agreement.

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

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

CITY:

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

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

Attest:

\_\_\_\_\_  
Valerie Loffler, City Clerk

SERVICE PROVIDER:

OAC  
701 Dexter Avenue, Suite 301  
Seattle, WA 98109

  
\_\_\_\_\_  
Daniel J. Chandler, PE, AIA, Principal

# Exhibit A



701 Dexter Avenue N, Suite 301, Seattle, WA 98109  
206.285.4300 : main 206.285.4371 : fax  
www.oacsvcs.com

December 3, 2013

**Joe Stowell**

City Engineer  
City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98277

Re: Waste Water Treatment Plant GC/CM Advisory Services — Fee Proposal

Dear Joe:

This letter will serve as OAC's scope and fee proposal for consulting services associated with using the General Contractor/Construction Manager (GC/CM) delivery method as defined in RCW 39.10 for Oak Harbor's planned new waste water treatment plant.

**Statement of Understanding:**

The City of Oak Harbor is currently completing site selection, preliminary design and funding strategies for a \$70-\$80M, 2.7-3.4 mgd waste water treatment plant. The City prefers to deliver the project through a collaborative GC/CM process and is seeking consulting services to maximize the value of GC/CM delivery and advise the City on procurement and integration of the GC/CM... The design engineer, Corollo Engineers will design the facility and associated conveyance systems and support GC/CM delivery. The GC/CM contractor will provide pre-construction services including cost estimating, scheduling, subcontractor and supplier procurement, value engineering and constructability reviews. Once construction contracts are negotiated, the GC/CM contractor will execute construction, commissioning and start up services.

The current schedule indicates the Final Design phase beginning in Q2 2014 and some construction beginning in Q4 2015. The entire project is scheduled to be closed out by Q4 2017.

**Scope of Services:**

OAC will serve in an advisory role to assist the City in maximizing the value of GC/CM delivery including by not limited to the following services:

- Prepare and submit the Project Approval Application to the Project Review Committee (PRC)
- Respond to PRC questions associated with the application
- Prepare PRC presentation, coach City staff and others
- Manage and oversee GC/CM procurement including:
  - Preparation of the Request for Qualifications (RFQ), advertisement and questions
  - Oversee RFQ response evaluations, short-listing and documentation
  - Organize, attend and chair short-listed contractor interviews and site visits

Oak Harbor WWTP GC/CM Advisory Services Fee Proposal  
December 2, 2013

- Organize and chair interview scoring and (if appropriate) additional short-listing
- Prepare Request for Fee Proposal (RFFP) documents
- Collaborate with City-appointed legal counsel in developing the GC/CM agreement
- Organize and chair fee proposal opening, final scoring and award
- Assist in GC/CM team integration including meeting attendance, pre-construction fee negotiation and other duties as requested
- Review design meeting notes on a weekly basis and attend project meetings on a monthly basis through design
- Assist the City in reviewing the GC/CM subcontractor procurement plan including self-performed work, early materials procurement and similar duties
- Assist the City in negotiating contract amendments (Guaranteed Maximum Price, or Maximum Allowable Construction Cost)

**Duration, level of services and assigned staff:**

OAC proposes Principal Dan Chandler as primary contact with administrative support staff as needed for document production, meeting planning and similar services.

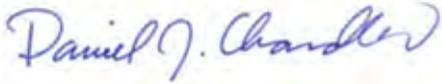
Our fees are proposed on an hourly not to exceed basis and based on our understanding of the level of service needed. The level of service estimated through GC/CM selection is approximately 0.5 FTE and 0.25 from design through construction. Hourly rates listed for our staff as shown below for 2014 and are subject to 5% annual adjustments each year.

<b>OAC Fee Estimate:</b>					
<b>1. PRC Prep</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Total</b>
		Principal	56.0	\$ 225.00	\$ 12,600
		Project Coordinator	56.0	\$ 105.00	\$ 5,880
		Expenses / Trips	4	\$ 200.00	\$ 800
		<b>Dec 2013, Jan 2014</b>		<b>Proposed Fees:</b>	<b>\$ 19,280</b>
<b>2. GCCM Selection</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Total</b>
		Principal	120.0	\$ 225.00	\$ 27,000
		Project Coordinator	80.0	\$ 105.00	\$ 8,400
		Expenses / Trips	4	\$ 200.00	\$ 800
		<b>Feb-Mar 2014</b>		<b>Proposed Fees:</b>	<b>\$ 36,200</b>
<b>3. Design and Construction</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Total</b>
		<b>Mar 2014-Dec 2017</b>		<b>Proposed Fees:</b>	<b>TBD</b>
				<b>Total All Activities:</b>	<b>\$ 55,480</b>

Oak Harbor WWTP GC/CM Advisory Services Fee Proposal  
December 2, 2013

We propose to negotiate fees and services for the Design and Construction Phases once the GCCM contractor has been selected. Thank you for the opportunity to assist in this important project. After you have reviewed this proposal, let's discuss how you would like to proceed.

Sincerely,

A handwritten signature in blue ink that reads "Daniel J. Chandler". The signature is written in a cursive style and is positioned above the typed name.

Daniel J. Chandler, PE, AIA  
Principal



701 Dexter Avenue N, Suite 301, Seattle, WA 98109  
206.285.4300 : main 206.285.4371 : fax  
www.oacsvcs.com

## Project and Construction Management Fee Schedule--2014

**Client:** City of Oak Harbor  
**Project:** Oak Harbor WWTP

Principal	\$225
Associate	\$165
Senior Project Manager	\$155
Project Manager	\$125
Project Engineer	\$90
Senior Project Coordinator	\$125
Project Coordinator	\$90

Rates listed above include all salaries, benefits, taxes, insurance, technology, computers, cell phones, cameras, and incidental expenses. Rates will be adjusted annually by 5% each year beginning January 1.

Discounts are negotiable for larger, long term or full-time assignments.

Reimbursable expenses in addition to the rates listed above are mileage at IRS published rates, ferry tolls, parking or other travel expenses approved by the City of Oak Harbor. All reimbursable expenses and subconsultants retained at the request of the City, will be marked up 10%.

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

**Bill No.** C/A 4.d.  
**Date:** December 17, 2013  
**Subject:** GASB Statement No. 54  
Ordinance

**FROM:** Doug Merriman, Finance Director 

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

Scott Dudley, Mayor  
 Larry Cort, Interim City Administrator  
 Grant Weed, Interim City Attorney, as to form

**PURPOSE**

An ordinance to set committed revenue classifications as required by GASB Statement No. 54.

**FISCAL IMPACT DESCRIPTION**

There is no direct fiscal impact of implementing GASB Statement No. 54. The amounts reported as the total fund balance in any given fund are not altered. Only the reporting of the individual components that make up total fund balance is changed.

Funds Required: \$ None  
Appropriation Source: Not Applicable

**SUMMARY STATEMENT**

The Governmental Accounting Standards Board (GASB) has issued its Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. The requirements of this statement are intended to improve financial reporting by providing fund balance categories and classifications that will be more easily understood to the reader of our financial statements.

**RECOMMENDED ACTION**

1. Adopt ordinance No. 1680.

**ATTACHMENTS**

1. Draft Ordinance

**ORDINANCE NO. 1680**

**AN ORDINANCE OF THE CITY OF OAK HARBOR, WASHINGTON, ESTABLISHING COMMITTED REVENUE CLASSIFICATIONS REQUIRED UNDER GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 FOR FINANCIAL REPORTING PURPOSES**

**WHEREAS**, the City prepares the Annual Financial Report under the standards set by the Governmental Accounting Standards Board (GASB); and

**WHEREAS**, in February 2009, GASB issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which requires a change in Fund Balance Reporting for all Governmental Funds and clarifies how some governmental funds are presented and classified; and

**WHEREAS**, with the adequacy of unrestricted fund balance in the general fund being assessed based upon an entities own specific circumstances, the City of Oak Harbor desires to adopt the Governmental Finance Officers Association (GFOA) best practices recommendation, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures; and

**WHEREAS**, the changes within this statement are effective with the City's 2013 financial reporting period.

**NOW, THEREFORE**, the City Council of the City of Oak Harbor, Washington, do ordain as follows:

**Section One:** Commitment of Revenues for Specific Purposes. The City of Oak Harbor shall classify the following fund balances as committed for specific purposes in each respective fund:

STREET AND CURB PERMITS	Commit for the operations of the Street Fund
CONTRIBUTIONS AND DONATIONS	Commit for the operations of the Arterial Fund
CAPITAL CONTRIBUTION - PRIVATE RESOURCES	Commit for the operations of the Arterial Fund
SPECIAL ASSESSMENTS-CAPITAL BAYSHORE LID	Commit for repayment of Bayshore St Imprv
UTILITY TAX	Commit for the operations of the Arts Fund
CONTRIBUTIONS/DONATIONS	Commit for the operations of the Arts Fund
CONTRIBUTIONS & DONATIONS	Commit for the operations of Neighborhood Parks
CONTRIBUTIONS & DONATIONS	Commit for the operations of Community Parks
PASSPORTS	Commit for the operations of the Senior Center
USER FEES	Commit for the operations of the Senior Center
EVENTS	Commit for the operations of the Senior Center
PROGRAM FEES - BUS REPLACEMENT	Commit for the operations of the Senior Center
TRAVEL	Commit for the operations of the Senior Center
MEMBERSHIP	Commit for the operations of the Senior Center
RENT	Commit for the operations of the Senior Center
DONATIONS	Commit for the operations of the Senior Center
SERVICES - DONATION	Commit for the operations of the Senior Center
OTHER SPECIAL PROGRAMS	Commit for the operations of the Senior Center

**Section Two:** Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

**Section Three:** Effective Date. This ordinance shall take effect five days after publication as provided by law.

Passed by the City Council this 17th day of December, 2013.

CITY OF OAK HARBOR

\_\_\_\_\_  
SCOTT DUDLEY, Mayor

Attest:

\_\_\_\_\_  
Valerie J. Loffler, City Clerk

Approved as to Form:

\_\_\_\_\_  
Grant K. Weed, Interim City Attorney

Published: 12/21/13

# City of Oak Harbor City Council Agenda Bill

**Bill No.** C/A 4.e.  
**Date:** December 17, 2013  
**Subject:** Resolution 13-38 Designated  
Depositories

**FROM:** Doug Merriman, Finance Director 

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

Scott Dudley, Mayor

 Larry Cort, City Administrator

 Grant Weed, Interim City Attorney, as to form

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## PURPOSE

A resolution to designate the City's designated financial institutions.

## FISCAL IMPACT DESCRIPTION

Funds Required: \$ 0

Appropriation Source: Not Applicable

## SUMMARY STATEMENT

Oak Harbor Municipal Code Chapter 3.02.010 authorizes the finance director to, either annually at the end of the year or at other times as may be deemed necessary, designate one or more financial institutions which are qualified public depositories as set forth by the Washington Public Deposit Protection Commission for use as the City's authorized depositories.

Accordingly, the Finance Director designates the following financial institutions as the City's designated depositories:

- 1) U.S. Bank.
- 2) Wells Fargo Bank.

## RECOMMENDED ACTION

1. Approve Resolution 13-38.

## ATTACHMENTS

1. Draft resolution.

**RESOLUTION NO. 13-38**

**A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON,  
DESIGNATING THE DEPOSITORY INSTITUTIONS FOR THE CITY'S  
BUSINESS**

**WHEREAS**, for convenience in handling the City's banking needs and for the convenience of customers and merchants with whom the City deals, the City Council of the City of Oak Harbor, Washington, desires to designate a depository institution to accept deposits, pay claims or other obligations of the City by check or warrant, and to provide other banking services as required; and

**WHEREAS**, pursuant to Oak Harbor Municipal Code 3.02.010, the finance director shall annually at the end of the year, or at other times as may be deemed necessary, designate one or more financial institutions which are qualified public depositories as set forth by the Washington Public Deposit Protection Commission; and

**WHEREAS**, the Finance Director shall notify the Mayor and City Council of the designations made.

**NOW, THEREFORE, BE IT RESOLVED** that the designated depositories for the City of Oak Harbor are as follows:

1. U.S. Bank
2. Wells Fargo Bank

PASSED by the City Council this 17th day of December 2013.

CITY OF OAK HARBOR

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

ATTEST:

\_\_\_\_\_  
Valerie J. Loffler, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Grant Weed, Interim City Attorney

# City of Oak Harbor City Council Agenda Bill

**Bill No.** C/A 4.f.  
**Date:** December 17, 2013  
**Subject:** Bid Rejection  
Automated Refuse Trucks

**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  
 Grant Weed, Interim City Attorney, as to form

**PURPOSE**

This agenda bill recommends rejecting all of the bids received on November 14, 2013 for two automated refuse trucks.

**FISCAL IMPACT DESCRIPTION**

Funds Required: N/A Appropriation Source: N/A

**SUMMARY STATEMENT**

On August 7, 2013, City Council authorized staff to solicit bids for two automated refuse trucks. The bid was advertised in the Daily Journal of Commerce and Whidbey New Times.

*Amount of the Bids:*

Staff received and opened three sealed bids on November 14, 2013. The bid totals are tabulated below:

Vendor	Make	Price for 2 Trucks	Sales Tax	Total Amount
Western Peterbilt	Peterbilt/Wayne	\$268,514.00	\$ 23,897.75	\$ 292,411.75
Western Peterbilt	Autocar/Wayne	\$288,514.00	\$ 25,677.75	\$ 314,191.75
TEC Equipment	Mack/Wayne	\$554,411.22	\$ 54,332.30	\$ 608,743.52

During the bid opening, the vendor that submitted the Peterbilt and Autocar bids realized that they had submitted a single truck price and asked for staff to double the numbers resulting in the following:

Due to this bid error, staff obtained a legal determination that the best course of action would be to reject all of bids and re-advertise or purchase the trucks through an interlocal purchasing agreement if one is available. Therefore, staff is proposing to reject the three bids received.

**STANDING COMMITTEE REPORT**

This item has not been reviewed at the monthly workshop.

**RECOMMENDED ACTION**

A motion to reject all bids received on November 14, 2013 for two automated refuse trucks.

**ATTACHMENTS**

None

# City of Oak Harbor City Council Agenda Bill

**Bill No.** C/A 4.g.  
**Date:** December 17, 2013  
**Subject:** Automated Refuse Truck  
Replacements

**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

 Grant Weed, Interim City Attorney, as to form

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**PURPOSE**

This agenda bill recommends that we use the “piggyback” statute per RCW 39.34 to purchase two Peterbilt/Wayne automated refuse trucks from the City of Tacoma’s bid in the amount of \$513,288.02.

**FISCAL IMPACT DESCRIPTION**

Funds Required: \$513,228.02

Appropriation Source: 502.10.594.018.6400

**SUMMARY STATEMENT**

The City currently utilizes two automated refuse trucks for residential pick up. They are used Monday through Friday, five days a week. They were purchased in 2006 and have a seven year life cycle. These trucks have been evaluated for replacement and the repair and maintenance reports analyzed.

A sound maintenance program is an important part of the management of public equipment and there comes time when maintenance costs, downtime, and inefficiency become excessive and detract from the organization’s ability to function effectively.

A city fleet is nothing more or less than a tool for the provision of services to the general public by government employees. When the tool wears out, becomes obsolete or requires repetitive upkeep, the agency’s ability to provide necessary services to its customer suffers. An essential component of effective fleet management is the commitment to replace vehicles before service delivery is impaired or diminished.

During the replacement process an Equipment Replacement Review form is completed. It allows staff to determine if the vehicle or equipment can be extended without incurring additional repair and maintenance costs, if it can be utilized by another division/department, how often it is being utilized, etc. These questions allow staff to make an informed decision on when replacements should happen. Many vehicles and equipment in the City’s fleet have been extended even though their replacement funds have been met. One example is our 23 year old dump truck that has been up for replacement for the last 13 years.

# City of Oak Harbor City Council Agenda Bill

On August 7, 2013, City Council authorized staff to solicit bids for two automated refuse trucks. Staff received and opened three sealed bids on November 14, 2013. During the bid opening, the vendor that submitted in the Peterbilt and Autocar bids realized that they had submitted a single truck price and asked staff to just double the numbers. Due to this bid error, staff obtained a legal determination that the best course of action would be to reject all of the bids and re-advertise or purchase the trucks through an interlocal purchasing agreement if one is available.

Staff researched many options and determined that re-advertising was not the most cost effective approach and decided to pursue the “piggyback” method. The “piggyback” method is a purchasing tool that allows for intergovernmental purchases and bidding per RCW 39.34.030, another section of the Interlocal Cooperation Act, authorizes cooperative action, including joint purchases, by different governmental entities.

In February of 2013, the City of Tacoma awarded a bid to Western Peterbilt, Inc. for one automated refuse truck, which includes the language that allows for joint purchasing. The City of Oak Harbor has had an interlocal in place with the City of Tacoma since 1998 which allows the City to purchase of their awarded bid specifications.

Staff has reviewed the City of Tacoma bid specifications and they meet or exceed our needs. In addition, through an agreement for ride-on to the City of Tacoma bid-Refuse Truck-ES12-0698F, Western Peterbilt, Inc. will be honoring the same price and trade-in values as proposed during the formal bid process. These trade-in options were requested for 4 trucks that are currently not being utilized and/or are no longer needed. We will be keeping the better of the two trucks we are proposing to replace as a backup, which has been our normal procedure for the last four years. This will decrease the fleet by four vehicles. The trade-in amounts have been provided below:

VENDOR	#45 2004 Peterbilt/Wayne	#46 2004 Peterbilt/Wayne	#59 1999 Crane Carrier Yard Waste Truck	#64 2006 Peterbilt/Wayne	Grand Total
Western Peterbilt	\$ 15,000.00	\$ 12,000.00	\$ 5,000.00	\$ 22,000.00	<b>\$ 54,000.00</b>

It is recommended that the City of Oak Harbor utilize the “piggyback” statute per RCW 39.34 to purchase two Peterbilt automated refuse trucks from the City of Tacoma’s bid.

Staff will be bringing forward an agenda bill at the next City Council meeting to hold a public hearing in order to surplus the trade-in vehicles.

*Funding:* The funding for the two replacement trucks has been set aside in the Equipment Rental Replacement Fund.

*Justification:* Proposed in the 2013-2014 biennial budget is the replacement of two 2006 automated refuse trucks.

## **STANDING COMMITTEE REPORT**

This item has not been reviewed at the monthly workshop.

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

## **RECOMMENDED ACTION**

A motion to authorize the use of the “piggyback” statute per RCW 39.34 to purchase two Peterbilt/Wayne automated refuse trucks from the City of Tacoma’s bid in the amount of \$513,288.02.

## **ATTACHMENTS**

- Criteria Scoring Sheet #63
- Criteria Scoring Sheet #64
- Agreement to ride-on the City of Tacoma Bid-Refuse Truck-ES12-0698F

# CRITERIA SCORING FOR REPLACING CITY VEHICLES AND EQUIPMENT

Vehicle # **63** Department: Public Works Division: Solid Waste

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Model Year: 2006 Make: Peterbilt/Wayne

Model: Refuse Truck

Meter Reading : 8280 hours

**Age:** Age on 7/16/13: 92 **Age-Points: 7.67**  
Class #: N/A  
Class Description: Refuse Truck  
Life Expectancy in Months: 84

**Age: Meets requirements**

**Usage:** Estimated miles/hours on 7/16/13: Meter Type: Hours-8280

Usage Guidelines \*

A	Police patrol vehicles	120,000	Miles
B	Heavy duty trucks	55,000	Miles
C	Light duty	2,000	Hours
D	Heavy Equipment	5,000	Hours
E	Misc. smaller equipment	325	Hours
F	All other vehicles	75,000	Miles
G	Trailer/non-metered	0	No Meter

**Usage- Points: 11.04**

**Usage: Meets Requirements**

**Condition:**

**Type of Service:** 5 if very heavy or demanding service, 1 if light admin **Points: 5**

**Reliability:** Ratio of repair occurrences: last 12 months vs. second 12 months **Points: 1.06**

**Condition:** Engine, transmission, differential, sheet metal & rust, electrical, structural integrity, & other major components, plus anticipated major repairs projected to occur in next FY. **Points: 5**

**Condition: Meets requirements (=> 8.0 points)**

**Condition: Total Points: 11.06**

**Repair Costs:**

Original Purchase Cost: **\$ \$191,614.59**

LTD Repair Cost: **\$ 112,917.00**

**Repair History- Total Points: 2.95**

**Repair History: Meets Requirements: (>= 2.5)**

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\*MILEAGE AND/OR HOURS USED ALONE ARE NOT A VALID INDICATION OF VEHICLE OR COMPONENT WEAR DUE TO IDLING AND OTHER SPECIAL USES OF EQUIPMENT

**TOTAL POINTS NEEDED: 28 TOTAL POINTS SCORED: 32.72**

**Replacement Approved X Replacement Denied**

**Meets at Least 3 of 4 Requirements: Yes**

Budget & Purchasing Specialist \_\_\_\_\_ Date \_\_\_\_\_

# CRITERIA SCORING FOR REPLACING CITY VEHICLES AND EQUIPMENT

Vehicle # **64** Department: Public Works Division: Solid Waste

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Model Year: 2006 Make: Peterbilt/Wayne

Model: Refuse Truck

Meter Reading : 6444 hours

**Age:** Age on 7/16/13: 92 **Age-Points: 7.67**  
Class #: N/A  
Class Description: Refuse Truck  
Life Expectancy in Months: 84

**Age: Meets requirements**

**Usage:** Estimated miles/hours on 7/16/13: Meter Type: Hours-6444

Usage Guidelines \*

A	Police patrol vehicles	120,000	Miles
B	Heavy duty trucks	55,000	Miles
C	Light duty	2,000	Hours
D	Heavy Equipment	5,000	Hours
E	Misc. smaller equipment	325	Hours
F	All other vehicles	75,000	Miles
G	Trailer/non-metered	0	No Meter

**Usage- Points: 8.59**

**Usage: Meets Requirements**

**Condition:**

**Type of Service:** 5 if very heavy or demanding service, 1 if light admin **Points: 5**

**Reliability:** Ratio of repair occurrences: last 12 months vs. second 12 months **Points: 2.0**

**Condition:** Engine, transmission, differential, sheet metal & rust, electrical, structural integrity, & other major components, plus anticipated major repairs projected to occur in next FY. **Points: 5**

**Condition: Meets requirements (=> 8.0 points)** **Condition: Total Points: 12**

**Repair Costs:**

Original Purchase Cost: **\$ \$191,614.59**

LTD Repair Cost: **\$ 71,321.00** **Repair History- Total Points: 1.85**

**Repair History: Does not Meet Requirement (>= 2.5)**

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\*MILEAGE AND/OR HOURS USED ALONE ARE NOT A VALID INDICATION OF VEHICLE OR COMPONENT WEAR DUE TO IDLING AND OTHER SPECIAL USES OF EQUIPMENT

**TOTAL POINTS NEEDED: 28 TOTAL POINTS SCORED: 30.11**

**Replacement Approved X Replacement Denied**

**Meets at Least 3 of 4 Requirements: Yes**

Budget & Purchasing Specialist \_\_\_\_\_ Date \_\_\_\_\_



**WESTERN PETERBILT, INC.**

3801 Airport Way South  
Seattle, Washington, 98108  
(206) 624-7383



December 3, 2013

Sandra Place  
City of Oak Harbor  
Budget & Purchasing Specialist  
865 SE Barrington Drive  
Oak Harbor, WA 98277

Steve Bebee  
City of Oak Harbor  
Operations Manager  
865 SE Barrington Drive  
Oak Harbor, WA 98277

REF: AGREEMENT FOR RIDE-ON TO THE CITY OF TACOMA  
BID-REFUSE TRUCK –ES12-0698F.

Western Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City of Oak Harbor for the purchase of (2) two or more Automated Side Loader Refuse Trucks through a bid extension with the City of Tacoma, reference ES12-0698F. All conditions that applied to this bid will apply to this extension.

Following, please find the breakdown of the base prices and options:

- 2014 Peterbilt 320 Automated Side Loader Chassis per the City of Oak Harbor specifications. Current list price \$ 174,039.00 minus 23% discount of \$40,028.97 for a total of \$ 134,010.03 \$ 134,010.03
- Add for Cummins ISX After Treatment coverage 5/200 \$ 700.00
- 2014 Wayne Curbtender 27 yard ASL body per the City of Oak Harbor specifications. Current list of \$139,745.00 minus 8% discount of \$11,179.60 for a total of \$128,565.40. \$ 128,565.40
- Upgrade travel cover rollers and pins to G4 rollers and pins: Manufactures current list price of \$ 314.13 – 8%=\$289.00 \$ 289.00
- Upgrade gripper pads to Urethane: Manufactures current list price of \$114.13 – 8%=\$105.00 \$ 105.00

3801 Airport Way South  
Seattle, WA, 98108  
(206) 624-7383  
FAX: (206) 340-0416  
1-800-255-7383

2028 Rudkin Rd.  
Yakima, WA, 98909  
(509) 453-3700  
FAX: (509) 457-0702  
1-800-734-7383

3443 20<sup>th</sup> Street, E.  
Fife, WA, 98424  
(253) 922-7383  
FAX: (253) 927-7931  
1-800-439-7383

15330 Smokey Point Blvd  
Marysville, WA, 98271  
(360) 659-7383  
FAX: (360) 659-1705  
1-888-755-7383

6214 E Broadway  
Spokane, WA, 99212  
(509) 535-4241  
FAX: (509) 536-3949  
1-800-572-6219

1435 E. Hillsboro St.  
Pasco, WA, 99301  
(509) 545-3700  
FAX: (509) 545-1454  
1-888-330-7383

2200 Spar Ave.  
Anchorage, AK, 99501  
(907) 276-2020  
FAX: (907) 276-2164

-Minus a early pay discount (chassis to be paid upon arrival at the Body company)	\$( 1,000.00)
<b>Sub Total per unit</b>	<b><u>\$ 262,669.43</u></b>
<b>Sub Total Extended for two units</b>	<b>\$ 525,338.86</b>
<b><u>TRADE-IN PRICES</u></b>	
Trade-in Option: #46-2004 Peterbilt/Wayne Side Arm Loader	\$( 15,000.00)
Trade-in Option: #45-2004 Peterbilt/Wayne Side Arm Loader	\$( 12,000.00)
Trade-in Option: #59-1999 Crane Carrier YW Truck	\$( 5,000.00)
Trade-in Option: #64-2006 Peterbilt?Wayne Side Arm Loader	<u>\$( 22,000.00)</u>
<b>Sub Total after Trade-in</b>	<b>\$ 471,338.86</b>
Washington State Sales Tax(8.9%)	<u>\$ 41,949.16</u>
<b>Total</b>	<b><u>\$ 513,288.02</u></b> =====

Again, all other terms, prices, delivery quotations and all conditions will remain the same as this Tacoma bid. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

*Stu Fox*

Stu Fox  
 Director of Refuse Sales  
 Western Peterbilt, Inc.

# City of Oak Harbor City Council Agenda Bill

**Bill No.** C/A 4.h.  
**Date:** December 17, 2013  
**Subject:** Enterprise Services Interagency Agreement

  
**FROM:** Larry Cort, City Administrator

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

\_\_\_\_\_ Scott Dudley, Mayor  
\_\_\_\_\_ Doug Merriman, Finance Director  
\_\_\_\_\_ Grant Weed, Interim City Attorney, as to form

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## PURPOSE

The purpose of this agenda bill is to seek City Council authorization for the Mayor to sign an Interagency Agreement with the Washington State Department of Enterprise Services to provide future energy conservation project management and monitoring services.

## SUMMARY STATEMENT

Over the past several months, City staff has been researching the potential use of RCW 39.35A-C for initiating energy conservation projects at City-owned facilities. We have identified a number of potential retrofit projects (building lighting, City-owned street lighting, marina lighting, machinery) that could potentially be undertaken, assuming a defined rate of return, that would result in overall energy savings and a positive cash flow. A number of cities and schools have already implemented this program and, currently, there are grants available through the Department of Commerce to help defray project costs.

This program was established by the State legislature in recognition of the following three outcomes:

- (1) Conserving energy and water in publicly owned buildings will have a beneficial effect on our overall supply of energy and water;
- (2) Conserving energy and water in publicly owned buildings can result in cost savings for taxpayers;  
and
- (3) Performance-based energy contracts are a means by which municipalities can achieve energy and water conservation without capital outlay.

The program is managed by the Department of Enterprise Services (DES) and is described in the attached "Energy Savings Performance Contracting – A Step by Step Guide." Under the heading "Program Steps," please note that the first step is approving an Interagency Agreement with DES to provide management and monitoring services if a project is undertaken (there is no cost if the City decides not to pursue a project).

In the first stage, DES will help select and Energy Service Company (ESCO) and the selected ESCO will be asked to perform a preliminary energy audit. The preliminary audit will identify potential cost-effective conservation measures and is performed at no cost to the City. Once we have the results of the preliminary audit, the City will have the option to fund an Investment Grade Audit (cost is in the ballpark of \$2,000) to determine which projects might meet specific criteria for cost effective implementation. If none are identified, the Investment Grade Audit is free. If the City pursues one or more of any identified cost-effective projects, the

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

Audit cost is applied to the overall project cost.

However, before any decision is made to pursue a particular project, staff would seek City Council approval before moving ahead. At this point, staff is seeking authorization for the Mayor to sign the Interagency Agreement and to fund the Investment Grade Audit.

## **RECOMMENDED ACTION**

Authorize the Mayor to sign the Interagency Agreement with Department of Enterprise Services to provide future energy conservation project management and monitoring services in accordance with RCW 39.35A-C.

## **ATTACHMENTS**

1. Interagency Agreement
2. Energy Savings Performance Contracting – A Step by Step Guide

# ***Interagency Agreement***

Date: December 4, 2013

*Department of Enterprise Services*

Interagency Agreement No: K2548

## **Interagency Agreement Between the Department of Enterprise Services and City of Oak Harbor**

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as “DES”, and the City of Oak Harbor, hereinafter referred to as the “CLIENT AGENCY”.

The purpose of this Agreement is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the CLIENT AGENCY and to authorize the development of the energy services proposal.

Now therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

### **1. Statement of Work**

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment “A” and Attachment “C”, attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment “A” and Attachment “C”.

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

### **2. Terms and Conditions**

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

The CLIENT AGENCY shall provide the Energy Services Company (ESCO) with any additional contract language necessary to comply with the requirements established under federal grants, the American Recovery & Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG). The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.

### **3. Period of Performance**

Subject to its other provisions, the period of performance of this master Agreement shall commence when this Agreement is properly signed, and be completed on **December 31, 2016** unless altered or amended as provided herein.

#### **4. Consideration**

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A" of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the ESCO.

If monitoring and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment "C" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

#### **5. Billing Procedure**

DES shall submit a single invoice to the CLIENT AGENCY upon substantial completion of each authorized project, unless a project specified a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number.

DES will invoice for any remaining services within 60 days of the termination of this Agreement.

#### **6. Payment Procedure**

The CLIENT AGENCY shall pay all invoices received from DES within 90 days of receipt of properly executed invoice vouchers. The CLIENT AGENCY shall notify DES in writing if the CLIENT AGENCY cannot pay an invoice within 90 days.

## **7. Non-Discrimination**

In the performance of this Agreement, DES shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended. DES shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical disability in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

In the event of DES's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and DES declared ineligible for further Agreement with the CLIENT AGENCY. DES shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

## **8. Records Maintenance**

The CLIENT AGENCY and DES shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. DES will retain all books, records, documents, and other material relevant to this agreement for six years after expiration; and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

## **9. Contract Management**

- a. The CLIENT AGENCY Representative on this Agreement shall be:

Larry Cort, City Administrator  
City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98277  
Telephone (360) 279-4501

The Representative shall be responsible for working with DES, approving billings and expenses submitted by DES, and accepting any reports from DES.

b. The DES Project Manager on this Agreement shall be:

Stuart Simpson, CEM, LEED A.P.  
Department of Enterprise Services  
Facilities Division  
Engineering and Architectural Services  
PO Box 41476  
Olympia, WA 98504-1476  
Telephone (360) 407-9376

Stuart Simpson will be the contact person for all communications regarding the conduct of work under this Agreement.

## **10. Hold Harmless**

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

## **11. Agreement Alterations and Amendments**

The CLIENT AGENCY and DES may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the CLIENT AGENCY and DES or their respective delegates.

## **12. Termination**

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

## **13. Disputes**

If a dispute arises under this Agreement, it shall be determined in the following manner: The CLIENT AGENCY shall appoint a member to the Dispute Board. The Director of DES shall appoint a member to the Dispute Board. The CLIENT AGENCY and DES shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

## **14. Order of Precedence**

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations
- b) Terms and Conditions
- c) Attachment "A", Project Management Scope of Work; Attachments "B", Project Management Fees; and Attachment "C", Monitoring Services Scope of Work, and
- d) Any other provisions of the Agreement incorporated by reference.

**All Writings Contained Herein**

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

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**AUTHORIZATION TO PROCEED**

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Agreed to and signed by:

**City of Oak Harbor**

**Department of Enterprise Services  
Facilities Division  
Engineering & Architectural Services**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Thomas R. Henderson

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Assistant Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The Department of Enterprise Services provides equal access for all people without regard to race, creed, color, religion, national origin, age, gender, sex, marital status, or disability. Contract information is available in alternative formats. For more information, please call Eddie Miller at (360) 407-9363.

K2548CityofOarHarborem

# ATTACHMENT A

## Scope of Work Energy/Utility Conservation Projects Management Services

### Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2013-133

DES will provide the following project management services for each specific project for the CLIENT AGENCY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CLIENT AGENCY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

# ATTACHMENT B

## Fee Schedule

2013-15 Interagency Reimbursement Costs  
for Project Management Fees to Administer  
Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$66,000.....	25,700
4,000,001.....5,000,000.....	65,000.....	25,400
3,000,001.....4,000,000.....	64,000.....	25,000
2,000,001.....3,000,000.....	60,000.....	23,400
1,500,001.....2,000,000.....	56,000.....	21,800
1,000,001.....1,500,000.....	49,500.....	19,300
900,001.....1,000,000.....	42,000.....	16,400
800,001.....900,000.....	39,600.....	15,400
700,001.....800,000.....	36,800.....	14,400
600,001.....700,000.....	35,000.....	13,700
500,001.....600,000.....	32,400.....	12,600
400,001.....500,000.....	29,000.....	11,300
300,001.....400,000.....	24,800.....	9,700
200,001.....300,000.....	19,800.....	7,700
100,001.....200,000.....	13,800.....	5,400
50,001.....100,000.....	7,500.....	3,500
20,001.....50,000.....	4,000.....	2,000
0.....20,000.....	2,000.....	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CLIENT AGENCY decides not to proceed with the project through DES.
3. If the project meets the CLIENT AGENCY's cost effectiveness criteria and the CLIENT AGENCY decides not to move forward with a project, then the CLIENT AGENCY will be invoiced per Attachment B Termination or \$25,700 whichever is less. If the CLIENT AGENCY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CLIENT AGENCY's established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.

# ATTACHMENT C

## Scope of Work Energy/Utility Conservation Projects Monitoring Services

### Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2013-133

If requested DES will provide the following monitoring services for each specific project for the CLIENT AGENCY.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.

# Energy Savings Performance Contracting

## A Step by Step Guide

### A Program Offered by the Department of Enterprise Services

Prepared by Stuart Simpson, Department of Enterprise Services

#### **Background**

The Department of Enterprise Services (DES) has operated an Energy Savings Performance Contracting (ESPC) program since 1986 (as General Administration (GA)). In that time the program has installed conservation measures costing over \$300 million. Incentives acquired from utilities to help reduce the overall costs equals more than \$40 million. Annual savings are in excess of \$20 million. The program is available to any public entity including but not limited to State agencies, State universities, State colleges, K-12 public schools, cities, counties, ports, public hospitals, public libraries, etc.

DES has developed agreement and contract documents that have been reviewed by the Attorney General's Office are designed to provide for a fair process that protects our clients. DES's experience in ESPC and in energy efficiency can provide the client agencies with project management services that are safe and secure. DES can bring ESPC to any public entity (non-Federal) in a way that a 3<sup>rd</sup> party government agency can, in a fair process designed to protect the public entity from price gouging or long term shared savings agreements that are not in the best interests of the public.

#### **Program Steps**

- 1) **Public entity signs an Interagency Agreement (IAA) with DES.** This is a no cost agreement generated by DES and is used to establish the working relationship between the public entity and the DES ESPC program. (1 to 2 weeks)
- 2) **Public entity selects an Energy Service Company (ESCO).** DES has a list of pre-qualified ESCOs from which the public entity makes a selection. DES assists with this process. (1 to 3 weeks)
- 3) **The ESCO performs a preliminary audit.** The ESCO and DES meet with the public entity to determine the scope of the preliminary audit. Historical energy use is evaluated for each building being considered. The preliminary audit is used to identify which buildings have potential cost effective conservation measures. The preliminary audit report summary will present the potential conservation measures along with a proposal to perform an Investment Grade Audit (IGA). (3 to 6 weeks)
- 4) **Public entity signs a Funding Approval for an Investment Grade Audit (IGA).** The funding approval is used to establish the funding for the IGA. If the IGA does not present projects that meet the cost effectiveness criteria established by the public entity, then the IGA is free. If cost effective measures are identified and the public entity decides to proceed with the conservation measure implementation, then the cost of the IGA is rolled into the overall cost of the conservation measures. The ESCO along with DES's guidance establish the measurement methods to be used in the IGA to establish the "baseline" for the energy systems to be analyzed. (1 to 4 weeks)
- 5) **The ESCO signs an agreement to perform the IGA.** DES prepares the agreement for ESCO signature. Along with the funding approval the agreement establishes the legal documents to move forward. DES is there to provide expertise in project management and energy efficiency providing input and critical review. (2 to 3 weeks)
- 6) **The ESCO performs the IGA.** Monitoring of equipment, established engineering analysis, accurate cost estimating and investigation of utility incentives are all included in the performance of the IGA. A final report and proposal for conservation measures implementation are products of the IGA. (2 to 5 months)
- 7) **Public entity signs a Funding Approval for the measure implementation contract.** Funding from the public entity can come from several sources including, capital funding, bond funding, or State Treasurer's Lease

Purchase program (state agencies) or LOCAL program (non-state public entities). The combination of funding sources must be determined prior to signing the Funding Approval. Utility incentives are maximized to help reduce overall project costs. (3 to 7 weeks)

- 8) **The ESCO signs the contract to implement the conservation measures.** DES incorporates the Energy Services Proposal (ESP) from the IGA into the contract documents. Costs and savings in the IGA are guaranteed by the ESCO. (2 to 3 weeks)
- 9) **The ESCO installed and implements the conservation measures.** DES provides the oversight for the installation of the conservation measures and works closely with the public entity for on sight coordination of construction activities. DES provides review and approval of activities and scope changes proposed by the ESCO or the public entity. DES ensures that all public works laws are followed, and proper permits are retained. Project costs are guaranteed, so if there are cost over runs the ESCO pays. If there are savings in construction costs the owner retains those savings. DES is there to ensure these guarantees are followed. (3 to 6 months)
- 10) **Project closeout.** Once the project is complete and utility inspections have been done, a close out meeting can be scheduled. Punch list items must be completed, and affidavits of wages paid documents and signed off permits must be submitted at that time. Any training that needs to occur is scheduled and O&M manuals are submitted to the owner by the time of the closeout meeting. DES verifies that all public works laws have been followed during the closeout meeting by collecting all the necessary closeout documents from the ESCO. (1 day)
- 11) **The public entity pays ESCO and DES for conservation measure construction/implementation.** Once the projects has been completed and the measures are in and saving energy, it is time to pay for the cost of the IGA, the design, construction and associated taxes and fees to the ESCO and DES for services rendered. Progress payments to the ESCO during construction will avoid construction period financing.
- 12) **Monitoring and verification.** The first year monitoring and verification (M&V) of savings is performed by the ESCO and reviewed by DES and the owner. Because the savings are guaranteed and may be a needed source of funding for repayment of the State Treasurer's loan, it is important that the savings are realized. As part of the M&V activities monitoring of individual equipment may be included. Analysis of energy bills is also a part of the M&V process. (13 to 15 months)

## Closing

DES has an established reputation for fair dealings with both the clients and the ESCOs. DES brings the strength of the program to ensure the ESCOs meet their obligations with regards to cost and savings guarantees. ESCOs are compelled to meet these requirements because of master agreements in place and the on-going relationship with DES's ESPC program.

DES Energy Engineer/Project Managers maintain a high level of expertise with regards to current conservation technology. This ensures that the best options are considered for our clients. DES works with the ESCOs to maximize utility incentives to benefit our clients as well.

With a program that is designed to implement conservation projects using the savings, and where no funding is needed up-front or during construction, a public entity client who pays their utility bills has the funding to participate in the DES ESPC program. No additional funding is needed.

# City of Oak Harbor City Council Agenda Bill

**Bill No.** 6.a(1) and (2)  
**Date:** December 17, 2013  
**Subject:** Repeal or Maintain Section  
1.04.015 OHMC, Standing  
Committees



**FROM:** Larry E. Cort, City Administrator

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

 Scott Dudley, Mayor  
 Doug Merriman, Finance Director  
 Grant Weed, Interim City Attorney, as to form

## **PURPOSE**

The purpose of this agenda bill is to ascertain the City Council's preference to either revert to the standing committee meeting format or to replace that format with regular monthly workshops.

## **FISCAL IMPACT DESCRIPTION**

Likely reduction in costs associated with taping and televising Council meetings.

## **SUMMARY STATEMENT**

On April 2, 2013, the City Council agreed to suspend the standing committee meetings through Ordinance 1656 for a trial period of three months. On June 18, 2013 and again on September 17, 2013, the Council approved 3-month extensions of the trial period through December 31, 2013. Action is required at the December 17, 2013 City Council meeting if the Council elects to repeal Section 1.04.015 OHMC to eliminate that section of the code governing standing committees. No action is required to revert to the use of standing committees.

## **RECOMMENDED ACTION**

- (No action required to revert to standing committees)  
----or----
- Adopt Ordinance 1679 repealing Section 1.04.015 OHMC, Standing Committees
- Motion to revise the Rules of Procedure to delete Rules 27 and 28 relating to Standing Committees and Standing Committee Procedures

## **ATTACHMENTS**

Draft Ordinance 1679

ORDINANCE NO. 1679

AN ORDINANCE OF THE CITY OF OAK HARBOR RELATING TO STANDING COMMITTEE MEETINGS AND REPEALING SECTION 1.04.15 OF THE OAK HARBOR MUNICIPAL CODE

**WHEREAS**, pursuant to Ordinance 1578 adopted June 15, 2010, and amended by Ordinance 1621 adopted March 20, 2012, OHMC 1.04.015 established four standing committees to facilitate the legislative functions of the Council; and

**WHEREAS**, pursuant to Ordinance 1656 adopted March 19, 2013, the Oak Harbor City Council temporarily suspended the meetings of said standing committees and conducted special meetings of the full City Council for a period of 90 days in lieu of said standing committee meetings; and

**WHEREAS**, pursuant to Ordinance 1663 adopted June 18, 2013, the Oak Harbor City Council amended Ordinance 1656 to extend the temporary suspension of said standing committees through September 30, 2013; and

**WHEREAS**, pursuant to Ordinance 1670 adopted September 17, 2013, the Oak Harbor City Council amended Ordinance 1663 to extend temporary suspension of standing committee meetings through December 31, 2013; and

**WHEREAS**, the Oak Harbor City Council desires to eliminate standing committee meetings;

**NOW, THEREFORE**, THE CITY COUNCIL OF THE CITY OF OAK HARBOR do ordain as follows:

**Section One.** Oak Harbor Municipal Code Section 1.04.015 entitled “Standing Committees,” is hereby repealed.

**Section Two.** Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

**Section Three.** Effective Date. This Ordinance shall be in full force and effect five days after publishing.

PASSED by the City Council this 17<sup>th</sup> day of December 2013.

CITY OF OAK HARBOR

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

Approved as to Form:

Attest:

\_\_\_\_\_  
Valerie J. Loffler, City Clerk

\_\_\_\_\_  
Grant K. Weed, Interim City Attorney

Published: 12/21/13



# Council Rules of Procedure

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**Rule No. 1: Purpose - Scope.**

The order of procedure and business herein contained shall govern deliberations and meetings of the City Council except as the same may be in conflict with RCW Chapter 35A.12 or other state law and constitutional provisions.

**Rule No. 2: Meetings.**

- (1) Regular Meetings – Regular meetings will begin at 6:00 p.m. and end not later than 9:00 p.m. unless extended by the majority vote of the Council.
- (2) Special meetings may be called by the Mayor or by a majority of the Council by written notice delivered personally or by mail to each Councilmember and the Mayor at least twenty-four hours prior to the time set for the meeting as specified in the notice. Notice of the meeting shall also be posted on the City's web page. The requirements of the "Open Meeting Law", RCW Chapter 42.30, shall apply in all respects to special meetings of the Council. Councilmembers may consent to personal written notice being placed in Councilmember's mailbox at City Hall; provided, further, in such cases a telephonic or personal notice shall be given to each Councilmember.

**Rule No. 3: Meetings Public - Executive Sessions.**

All regular and special meetings of the Council shall be open to the public. The Council may hold executive sessions from which the public may be excluded for those purposes set forth in RCW 42.30.110 (Open Meeting Law), may order the removal of individuals who are interrupting the meeting as provided in RCW 42.30.050, and may exclude witnesses during investigation of a matter by the Council as provided in RCW 42.30.110.

**Rule No. 4: Quorum - Absent Councilmembers.**

- (1) A majority of Councilmembers of the Council shall constitute a quorum at all meetings of the Council, but a less number may adjourn from time to time and may compel the attendance of absent Councilmembers by direction to the Chief of Police under penalty. Once a meeting has been constituted and called to order, no Councilmember present shall absent himself/herself from the same without leave of the presiding officer or a majority of the Council. See Privileged Motion in the current edition of THE STANDARD CODE OF PARLIAMENTARY PROCEDURE by Alice Sturgis.
- (2) With prior approval by a majority of the Council and on non-quasi judicial matters only, a Councilmember may participate by an agreed upon electronic means. A Councilmember may participate by this means no more than two times per year.

**Rule No. 5: Presiding Officer - Mayor, Clerk Pro Tempore.**

The Mayor shall preside over all meetings of the Council, or, in his/her absence, by the Mayor pro tempore. If the Clerk is absent from a Council meeting, the Mayor or Mayor pro tempore shall appoint a Clerk pro tempore. The appointment of a Councilmember as Mayor pro tempore shall not in any way abridge his/her right to vote upon all questions coming before the Council.

**Rule No. 6: Agenda.**

- (1) Preparation of Agenda. An agenda for regular meetings shall be prepared by the Mayor and transmitted to the Councilmembers. The agenda shall consist of the business to come before the City Council, but shall not preclude the Council from considering matters in addition to those set forth on said agenda. The heads of the various departments of the City shall report agenda matters and deliver copies of supporting materials to the Mayor in sufficient time for their inclusion on the agenda.

For purposes of discussion, secondary motions and amendments, the placement of an action item on the agenda shall be deemed a motion to adopt the presented agenda item. However, any action on the main agenda item, including adoption as presented, shall require a motion, a second and an affirmative vote of the Council.

For special meetings, a final action may be taken by Council only on items for which notice was provided and which were placed on the agenda.

- (2) Addition of items. Items added to the agenda within 48 hours of the meeting shall be considered only upon approval of a majority of the Council present at the meeting.
- (3) Order of Business. The order of business should follow as nearly as possible the order of the agenda as follows:
- (a) Invocation/Pledge of Allegiance
  - (b) Honors and Recognitions
  - (c) Approval of Agenda
  - (d) Citizen Comment Period (a maximum of three minutes per speaker for 15 minutes).  
By a majority vote, the Council may extend the Citizen Comment Period
  - (e) Consent Agenda
  - (f) Staff, Mayor and Council Comments
    - (i) City Administrator
    - (ii) Mayor
    - (iii) Councilmembers (See OHMC 1.04.020(2) and Rule 11(7))

- (g) Ordinances and Resolutions
- (h) Public Hearings/Public Meetings:
  - (i) Hearing/Meeting (a maximum of three minutes per speaker, provided, that the Council may, in its discretion, allow for additional time where the complexity of issues involved requires more time in order to give the speaker a reasonable opportunity to be heard on the matter)
  - (ii) Passage of any applicable ordinance or resolution
- (i) Unfinished Business
- (j) New Business
- (k) Adjournment.

The order of business set forth in this section is a guideline and shall not be construed in any way as to limit the order in which the Mayor puts the agenda together. Council may elect to proceed with its business as it deems appropriate upon majority vote.

"Public hearing" items listed on the agenda will reference: (1) items that have been scheduled by City Council; and (2) that a separate public advertisement has been published announcing the nature of the matter. Public comment, testimony (in the case of quasi-judicial hearings) or other input will be allowed at the time of the hearing.

"Public meeting" items on Council agendas will reference items which Council will take public input on the issue and usually have been scheduled by the Council in open meeting and are not listed as a public hearing.

**Rule No. 6A: Consent Agenda.**

- (1) The Mayor shall place matters on a Consent Agenda which:
  - (a) have been previously discussed by the Council; or
  - (b) are based on the information delivered to members of the Council by administration which can be reviewed by a Councilmember without further explanation; or
  - (c) are routine or technical in nature so that passage without discussion is likely. These include contract approvals provided the agenda bill lists the dollar amount of the contract, assurances that the amount for the contract is within budget limits, proper bidding processes were followed and how the contractor was chosen.
- (2) The proper Council motion on the Consent Agenda is as follows: "I move to adopt the Consent Agenda, as presented". A second is required. This motion shall be non-debatable and will have the effect of moving to adopt all items on the Consent Agenda. Since adoption of any item on the Consent Agenda implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Agenda. Therefore, prior to the vote on the motion to adopt the Consent Agenda, the Mayor shall inquire if any Councilmember wishes an item to be withdrawn from the Consent Agenda. If any matter is withdrawn, the Mayor shall place the item at an appropriate place on the agenda for the current or a future meeting.

**Rule No. 7: Public Hearing Notices and Notice of Preliminary Council Agenda.**

See OHMC 1.04.020.

**Rule No. 8: Minutes (City Clerk).**

The Clerk shall keep minutes of all regular and special meetings as part of a correct journal of all proceedings. The Clerk shall assign a number to each ordinance prior to the meeting at which it is to be considered for final passage.

**Rule No. 9: Public Discussion.**

- (1) No person, not a member of the Council, shall be allowed to address the same while in session without the permission of the presiding officer. A Councilmember who wishes to ask a question of a member of the public shall seek permission from the presiding officer. The presiding officer shall have the authority to limit the time allowed to address the Council. Disorderly persons, including those who do not abide by the rules established,

may be removed from the meeting place at the direction of the presiding officer or (a majority of) Council. See RCW 9A.84.030 - Disorderly Conduct.

- (2) Council shall provide opportunity to be heard on all agenda items, ordinances, resolutions and matters concerning budget related items. When allowed, audience participation shall usually be limited to a maximum of three minutes per speaker. No speaker shall be allowed to cede his or her time to another speaker.
- (3) On each agenda item after a description of the matter has been made, the Mayor shall ask if there are any questions or comments by citizens in the audience. After discussion by the Council commences, citizen comment should not be permitted except by permission of the Council. See Rule 11.
- (4) Unless approved by the Mayor prior to the speaker beginning to address the Council, no member of the public may utilize an electronic or video device for purposes of his or her presentation to the Council. This restriction shall not apply to any device which is an accommodation for the speaker's disability.

**Rule No. 10: Presiding Officer's Duties.**

It shall be the duty of the presiding officer of the Council meeting to:

- (1) Call the meeting to order;
- (2) Keep the meeting to its order of business;
- (3) State each motion and require a second, when applicable, to that motion before permitting discussion;
- (4) Handle discussion in an orderly way:
  - (a) Give every Councilmember who wishes an opportunity to speak,
  - (b) Keep all speakers to the rules and to the questions,
  - (c) Give pro and con speakers an equal opportunity to speak;
- (5) Put motions to a vote and announce the outcome;
- (6) Suggest but not make motions for adjournment;
- (7) Call for short recesses up to 15 minutes;
- (8) Appoint committees when authorized by law or Council action.

**Rule No. 11: Debate/Discussion.**

- (1) Councilmembers may speak more than once on the same subject; provided, further, that after each Councilmember has had an opportunity to speak on a subject at least once, that only a majority of Councilmembers present may close debate;
- (2) No Councilmember may speak a second time to a question until every Councilmember choosing to speak has spoken. Each round of debate shall proceed in the same fashion -- i.e., no person shall speak again until all others have been given an opportunity to speak. However, an amendment or any other motion being offered, makes the real question before the assembly a different one, and, in regard to the right to debate, is treated as a new question. The maker of a motion, though he/she can vote against it, should not speak against his/her own motion.
- (3) Unless permitted by a majority, no member may be allowed to speak for more than ten minutes on one agenda item, question or motion.
- (4) When an amendment is pending, the debate must be confined to the merits of the amendment unless it is of such a nature that its decision practically decides the main question.
- (5) Closure of debate.
  - (a) The Mayor may close debate after a call for the question has been made by a Councilmember and no one objects to closure or when all Councilmembers have indicated they have completed their discussion. The Mayor cannot close the debate as long as any Councilmember desires to speak.
  - (b) Council may close debate by motion and call for the question by motion after each Councilmember has had an opportunity to speak at least once. (See Rule 11(1)).
- (6) Discussion may occur on scheduled agenda items without there being a motion made on the matter. Each Councilmember shall be allowed to speak once before a motion is made so that fewer subsidiary motions and votes will be needed to dispose of a matter.
- (7) Councilmembers may bring up new business or unfinished business and make inquiries of staff without putting the issue in the form of a motion. When asked by the Mayor or another Councilmember, the Councilmember introducing the matter for discussion may put the issue into the form of a motion.
- (8) Discussion should be addressed to the Mayor.

**Rule No. 12: Motions in Writing - When.**

The presiding officer and any member of the Council may require a motion to be reduced to writing prior to a vote upon the same. All resolutions and ordinances may be in writing before being adopted. Amendments to an ordinance may be reduced to writing before being voted up.

**Rule No. 13: Motions - Priority.**

- (1) The following order shall be the order of priority for main and subsidiary motions:
  - (a) Adjourn - Recess.
  - (b) Question of privilege.
  - (c) Take from the table.
  - (d) Previous question.
  - (e) Postpone to a set time.
  - (f) Refer to a Committee, Commission or Board.
  - (g) Amend.
  - (h) Main question.
- (2) The main motion is lowest in rank.
- (3) To fix time to adjourn is the highest. When any motion on this list is before the Council, a motion above it on the list is in order, those below it are out of order.
- (4) Priority of incidental motions is as set out in the current edition of THE STANDARD CODE OF PARLIAMENTARY PROCEDURE by Alice Sturgis. (NOTE: Usually, subsidiary motions are permissible to make while considering any other regular business.)

**Rule No. 14: Motions.**

- (1) Motions shall be clear and concise and not include arguments for the motion within the motion.
- (2) There shall be no discussion of a motion prior to it being seconded other than to clarify the motion language.

- (3) If a motion does not receive a second, it dies. Motions that do not need a second include: nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order, privilege.
- (4) After a motion and a second, the Mayor will state the names of the Councilmembers making the motion and second. The Mayor, the Clerk or the motion maker shall restate the motion prior to debate.
- (5) After a motion has been made and seconded, the Council may discuss their options on the issue prior to the vote. No further citizen comments may be heard when there is a motion and a second on the floor.
- (6) A motion to table is not debatable and shall preclude all amendments or debate of the issue under consideration. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future regular or special meeting at which time discussion will continue; and if an item is tabled, it cannot be reconsidered at the same meeting. A motion to table may not be used to dispose of a quasi-judicial matter.
- (7) A motion to postpone to a certain time is debatable, is amendable, and may be reconsidered at any regular meeting.
- (8) A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting. A motion to amend a motion to amend is permitted but there is no amendment of an amendment. Only one motion to amend may be on the floor at any one time.
- (9) The City Attorney, or his/her designee, shall provide information to the Mayor or Council concerning questions of interpretations of these policies and procedures and other questions of a parliamentary nature which may arise at a Council meeting. The City Attorney, or his/her designee, or the City Clerk may interrupt proceedings to provide advice concerning conformance with law and procedure.
- (10) All ordinances shall be prepared or reviewed by the City Attorney, or his/her designee, prior to being placed on the agenda. No ordinance shall be prepared for presentation to the Council unless requested by a majority of the City Council, or the Mayor or the City Attorney.

**Rule No. 15: Motions - Debatable and Non-debatable.**

The following list shows which motions are debatable and which are not:

To fix time to adjourn .....	Non-debatable
Adjourn - Recess.....	Non-debatable
Privilege.....	Non-debatable

Take from table.....	Debatable
Postpone to a set time .....	Debatable
Previous question.....	Non-debatable
Refer to a Committee, Commission, Board or Staff.....	Debatable
Amend.....	Debatable
Main question or motion.....	Debatable

**Rule No. 16: Motions - 2/3's Vote Required.**

Except as provided by state law, only the following motions shall require two-thirds (2/3) vote:

- (1) Suspend rules.
- (2) Previous question unless all members have been allowed to speak at least once in which case only a majority is needed to sustain the previous question.
- (3) Prevent introduction of business.
- (4) Amend these rules during the same meeting the motion to amend these rules is first made.

**Rule No. 17: Voting.**

- (1) Each Councilmember present must vote on all questions put to the Council, except as to matters with respect to which the Councilman may have a conflict of interest. Votes may be by "aye", "nay" or abstention. The vote shall include a show of hands. No secret ballots are allowed.
- (2) The Mayor may vote in case of a tie except for the passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money. These matters shall require the affirmative vote of at least a majority of the whole membership of the Council (four Councilmembers).
- (3) When the Council concurs or agrees with an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion.
- (4) Similarly, on matters concerned with the setting of dates for hearings, public meetings, workshops, special meetings for which the Council usually sets the date by formal motion, no formal motion is required, if after the Mayor or a Councilmember suggests a date, there is a consensus by all Councilmembers that the date is acceptable. The Mayor shall summarize the consensus and the matter shall be entered in the record as a Council action by consensus.

**Rule No. 18: Adopted Rules of Order.**

The current edition of THE STANDARD CODE OF PARLIAMENTARY PROCEDURE by Alice Sturgis shall govern the deliberations of the Council, except when in conflict with any of the foregoing rules and state law. Other sections of this text may be resorted to when deciding questions not addressed by constitutional or state law, ordinance or these rules but shall not be deemed rules of this Council or binding.

**Rule No. 19: Quasi-judicial Matters - Site Visits.**

Whenever a quasi-judicial matter pending before the City Council involves a specific site, each member of the Council may visit the site prior to the making of a final decision in order to better understand the evidence to be presented. At the public hearing, Councilmembers shall disclose what information was observed.

**Rule No. 19A: Quasi-judicial Procedure - Appearance of Fairness**

- (1) Prior to staff presentation of a quasi-judicial matter, Councilmembers shall each determine whether the appearance of fairness doctrine requires that the Councilmember recuse himself or herself from sitting on the quasi-judicial matter.
- (2) If the matter is a land-use decision, the Councilmembers shall identify:
  - If they have any interest in the property or application;
  - If they own property within 300 feet of the subject property;
  - If they stand to gain or lose any financial benefit as a result of the outcome of the hearing;
  - If they have any personal, family or other connection to any party such that their ability to be impartial might be called into question;
  - Whether they can hear and consider the application in a fair and objective manner.
- (3) In non-land use quasi-judicial matters, the Councilmember shall identify:
  - If they stand to gain or lose any financial benefit as a result of the outcome of the hearing;
  - If they have any personal, family or other connection to any party such that their ability to be impartial might be called into question;
  - If there is any reason why they could not be fair and impartial in deciding this matter.
- (4) Upon disclosure of any of the above potential appearance of fairness concerns, the parties and the public shall be given an opportunity to object to any Councilmember sitting on the quasi-judicial matter based on the appearance of fairness doctrine. Failure to object to a Councilmember sitting on the quasi-judicial matter when offered the opportunity shall constitute a waiver of that objection.

- (5) Councilmembers are encouraged to recuse themselves if they feel there may be an appearance of fairness issue. If an individual Councilmember has determined not to recuse him or herself, the City Council as a whole may, by majority vote, decide that the Councilmember has an appearance of fairness concern which may taint the Council's decision in the pending case and may recuse the Councilmember on those grounds.
- (6) Any Councilmember who recuses him or herself or who is recused shall leave the Council hearing room prior to any testimony or consideration of the quasi-judicial matter.

#### **Rule No. 19B: Quasi-judicial Procedure - Ex Parte Contacts**

- (1) *Ex parte* contacts are contacts about the quasi-judicial matter occurring outside of the open public hearing at which it is decided.
- (2) Every Councilmember shall disclose any *ex parte* contacts he or she had and describe them on the record prior to the quasi-judicial hearing.
- (3) Unless the Councilmember feels that the *ex parte* contact(s) have affected his or her ability to be fair, the fact that the Councilmember has had *ex parte* contacts shall not disqualify a Councilmember PROVIDED that the Councilmember discloses those contacts on the record prior to the quasi-judicial hearing.
- (4) In any case in which a Councilmember has disclosed *ex parte* contacts, any party to the quasi-judicial hearing shall be allowed to rebut the substance of the *ex parte* contact(s) either prior to or during the quasi-judicial hearing.

#### **Rule No. 19C: Quasi-judicial Procedure - Testimony**

- (1) Testimony may not be taken in closed record land use appeals. The Council's decision must be based on the evidence in the record created by the Planning Commission or Hearing Examiner (as applicable). If the Council determines that additional evidence is needed in such cases, the Council may send the matter back to the Planning Commission or Hearing Examiner (as applicable) to add evidence to the record.
- (2) In other quasi-judicial matters, the Council may take limited additional evidence but is encouraged to rely upon the record already created.
- (3) Prior to giving testimony, all witnesses shall be sworn on oath to testify fully and truthfully:

"I hereby swear or affirm that the testimony I am about to give shall be the truth and the whole truth."

### **Rule No. 19D: Quasi-judicial Procedure - Advocacy**

- (1) Quasi-judicial hearings are intended to be adversarial, that is, to allow competing points of view to be argued by the proponent(s) and any opponent(s). The City Council shall sit as an impartial decision-maker rather than as an advocate for either position.
- (2) The proponent(s) shall speak first and make any arguments in favor of his or her position as "opening argument". Normally, the proponent(s) shall be limited to ten minutes of opening argument.
- (3) The opponent(s) shall speak after the proponent(s). Normally, the opponent(s) shall be limited to ten minutes of responsive argument.
- (4) Because the proponent(s) has the burden of persuasion, the proponent(s) shall be allowed three minutes of rebuttal to the opponent(s)' argument. Rebuttal shall not introduce any new arguments but shall only reply to the arguments of opponent(s).
- (5) The Mayor or the City Council may allow additional time for argument if either determines that the case would be better understood with additional argument.
- (6) After arguments have concluded, the City Council shall ask any questions Councilmembers have of the parties.
- (7) After testimony, argument and Council questioning has concluded, the Council shall deliberate and make its decision in an open public meeting. If an Executive Session is authorized by state law, the council may adjourn to an Executive Session to the extent authorized by state law but shall make its decision in an open public meeting.

### **Rule No. 20: Requests for Additional Public Hearings.**

Where a public hearing was conducted prior to making a recommendation to the City Council, the City Council may consider holding an additional public hearing.

### **Rule No. 21: Written Materials Submitted Subsequent to Public Hearings.**

Written materials may be submitted to the City Council following the close of a public hearing when authorized by Council on record.

### **Rule No. 22: Reconsideration of Quasi-judicial Actions.**

Any request of motion for reconsideration by a proponent or opponent of a quasi-judicial action of the City Council must be made in writing to the City Clerk. A motion to reconsider such action shall be out of order and shall not be acted upon unless made prior to taking up the start of

the City Council agenda at the next regular City Council meeting following the meeting at which the action was taken. During the reconsideration period, no ex parte communication shall be made to any City Councilmember concerning the quasi-judicial action. "Action" shall mean the vote of the City Council expressing a decision even though followed at a later date by passage of an ordinance or resolution.

**Rule No. 23: Reconsideration of Actions which are not Quasi-judicial.**

A member of the Council may request that the Council reconsider a decision on a matter which is not quasi-judicial in nature. A motion to reconsider must be made during the same meeting as the original action was taken.

**Rule No. 24: Ratification.**

Only one reconsideration motion shall be allowed. Ratification shall be treated as a main motion and shall be for purposes of correcting procedural or substantive concerns and shall relate back to the date or original action unless the Council otherwise provides.

**Rule No. 25: Failure to Follow Rules.**

- (1) Failure to follow these rules shall not void any action taken by Council.
- (2) A Councilmember feeling a rule is violated may raise a privileged or incidental motion to seek redress before the Council.

**Rule No. 26: Interpretation.**

These Rules shall supercede Resolution Nos. 2000-05, 2002-13, and 2004-02 concerning Council procedure.

**~~Rule No. 27: Standing Committees.~~**

~~Pursuant to Ordinance No. 1578, as amended by Ordinance No. 1621, Standing Committees were established to facilitate the legislative functions of the City Council.~~

- ~~(1) The four committees and their regular meeting dates and locations are:
  - ~~(a) Finance the second Wednesday of the month at City Hall at 3:30 p.m.;~~
  - ~~(b) Governmental Services the second Tuesday of the month at City Hall at 3:30 p.m.;~~~~

- ~~(c) — Public Safety — the third Thursday of the month at City Hall at 3:30 p.m.;~~
- ~~(d) — Public Works — the first Thursday of the month at City Hall at 3:30 p.m.~~
- ~~(2) — The standing committee meetings are regular open public meetings of the city council. Any city councilmember may attend any standing committee meeting.~~
- ~~(3) — The purpose of the standing committees is to receive information for educational purposes or for preparation of matters to come before the city council. No final action shall be taken at a standing committee meeting.~~
- ~~(4) — Upon recommendation of the mayor, the city council shall assign a chair and two members of the city council to have primary responsibility for each committee annually. There is no quorum requirement for standing committee meetings and while councilmembers assigned to standing committees are encouraged to attend their assigned standing committee meetings, all councilmember absences are excused.~~
- ~~(5) — Meetings of standing committees should be conducted with a prepared agenda which should be posted on the City's website at least two (2) business days prior to the meeting.~~
- ~~(6) — The committee chair may cancel a standing committee meeting at any time. In the event that regular meeting of a standing committee is cancelled, cancellation shall be posted on the door of the location set by this section prior to the regular time of the meeting.~~

**~~Rule No. 28: Standing Committee Procedures.~~**

- ~~(1) — The chair of the standing committee shall preside at standing committee meetings. If the chair is not present, the attending primary committee members shall choose a presiding officer *pro tempore*.~~
- ~~(2) — If a city councilmember wishes to attend a standing committee meeting of a standing committee of which he or she is not a primary member, that city councilmember shall notify the Mayor's office at least 72 hours prior to the standing committee meeting so that special notice of a city council meeting may be issued.~~
- ~~(3) — If a city councilmember appears for a standing committee meeting without having given the notice required in Paragraph (2) above, the meeting shall be adjourned until special notice can be given.~~
- ~~(4) — The councilmembers assigned to the standing committee as primary members shall be seated at the table or dais. Councilmembers who attend standing committee meetings to which they are not assigned as primary member shall not sit at the council table or dais but in the seating designated for observers.~~
- ~~(5) — Public comment shall be allowed, unless the chair finds exceptional circumstances exist.~~

# City of Oak Harbor City Council Agenda Bill

**Bill No.** 6.b.  
**Date:** December 17, 2013  
**Subject:** Ordinance No. 1677: Final 2013  
Budget Amendment

**FROM:** Doug Merriman, Finance Director 

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

Scott Dudley, Mayor

 Larry Cort, City Administrator

\_\_\_\_ Grant Weed, Interim City Attorney, as to form

---

**PURPOSE**

An ordinance to amend the 2013-2014 Biennial Budget for final appropriation amendments needed for FY2013.

**FISCAL IMPACT DESCRIPTION**

Funds required: \$ Not Applicable

**SUMMARY STATEMENT**

Finance completed its final FY2013 review of 2013 revenue and expenditures and has determined that a budget amendment is required to authorize increased appropriation authority in three funds. The amendments are required for the following reasons:

- 1) Storm Drain Fund #404 – A budget amendment is required to increase appropriation authority for final archeology costs for 2013 in the amount of \$550,000.00. The increased cost will be paid by those funds participating in the Pioneer Way Project (Water, Sewer, Storm Drain).
- 2) Marina Fund #410 - A budget amendment is required to increase appropriation authority for purchases of fuel to be sold to Marina customers. The demand for fuel during FY2013 has been higher than anticipated. The additional purchases are funded through a corresponding increase in fuel sales revenue.
- 3) Street Cumulative Reserve Fund #110 – This fund was effectively closed at the end of 2012. However, a small amount of interest paid, \$34.13, remains in this fund and needs to be transferred out to the Street Fund #101. Accordingly, the City needs to budget for the expenditure to transfer the funds.

**RECOMMENDED ACTION**

Adopt Ordinance No. 1677

**ATTACHMENTS**

Draft Ordinance No. 1677

**ORDINANCE NO. 1677**

**AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING THE 2013-2014 BIENNIAL BUDGET FOR FINAL REQUIRED INCREASES IN FY2013 APPROPRIATION AUTHORITY**

**WHEREAS**, the City has determined that a budget amendment is needed for the fiscal year 2013 of the 2013-2014 Biennial Budget for final required increases in appropriation authority; and

**WHEREAS**, the City has determined that a budget amendment is needed to increase the 2013 Arterial Fund #104 budget spending authority in the amount of \$550,000.00 for final archeology costs; the Marina Fund #410 for final purchases of fuel for resale to customers in the amount of \$155,000.00; and for Streets Cumulative Reserve Fund #110 to transfer final cash amounts to the Street Fund #101 in the amount of \$35.00.

**NOW, THEREFORE**, the City Council of the City of Oak Harbor do hereby ordain as follows:

**Section One:** The revenues and expenditures for all funds requiring a mid-biennial change are hereby amended for the budget year 2013 as set forth below:

<b>Fund #</b>	<b>Name</b>	<b>Amended</b>
104	Arterials	\$2,197,287.00
110	Street Cumulative Reserve Fund	35.00
410	Marina Fund	1,438,484.00
		<u>\$3,635,806.00</u>

**Section Two: Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

**Section Three: Effective Date.** This ordinance shall take effect five days after publication as provided by law.

Adopted by the City Council this 17th day of December, 2013.

CITY OF OAK HARBOR

Attest:

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

\_\_\_\_\_  
Valerie J. Loffler, City Clerk

Approved as to Form:

\_\_\_\_\_  
Grant L. Weed, Interim City Attorney

Published: 12/21/13

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

Bill No. 6.c.  
Date: December 17, 2013  
Subject: Purchase and Bidding – General  
Provisions – Ordinance 1682

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

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

Scott Dudley, Mayor  
 Larry Cort, City Administrator  
 Doug Merriman, Finance Director  
 Grant Weed, Interim City Attorney, as to form

**PURPOSE**

The purpose of this agenda bill is to amend the Oak Harbor Municipal Code to include a provision for alternative project delivery methods.

**FISCAL IMPACT DESCRIPTION**

Funds Required: \_\_\_\_\_ \$0

**SUMMARY STATEMENT**

On December 3, 2013, staff received approval from City Council to pursue the General Contractor / Construction Manager (GC/CM) alternative public works contracting procedure for delivery of the new wastewater treatment plant (WWTP).

For projects over \$10 million, [RCW 39.10](#) allows government agencies to use alternative delivery methods for construction projects. In order to pursue the GC/CM alternative project delivery, the City must first get approval from the state Capital Project Advisory Review Board (CPARB). The Project Review Committee (PRC) meets every other month to consider applications from agencies seeking to use an alternative project delivery.

Oak Harbor Municipal Code sections [2.310](#) and [2.330](#) currently address the traditional delivery method of Design-Bid-Build but is silent on alternative project delivery methods allowed by [RCW 39.10](#).

The proposed ordinance will add language to OHMC to allow alternative project delivery methods, thereby allowing staff to pursue GC/CM.

**CITY COUNCIL WORKSHOP**

The need for code amendments to pursue GC/CM has not been discussed at a city council workshop. However, it was mentioned at the December 3, 2013 city council meeting when requesting approval from council to pursue GC/CM as the preferred project delivery method.

**RECOMMENDED ACTION**

Adopt Ordinance 1682

**ATTACHMENTS**

Ordinance 1682

**CITY OF OAK HARBOR  
ORDINANCE NO. 1682**

**AN ORDINANCE OF THE CITY OF OAK HARBOR, WASHINGTON, RELATING TO CONTRACTING AND AMENDING SECTION 2.310.010 ENTITLED “PURCHASE AND BIDDING – GENERAL PROVISIONS,” AND SECTION 2.330.010 ENTITLED “PUBLIC WORKS,” OF THE OAK HARBOR MUNICIPAL CODE**

**WHEREAS**, The City desires to update the Oak Harbor Municipal Code to be consistent with state law; and

**WHEREAS**, the City intends to confirm in City code its authority to avail itself of the alternative contracting procedures of Chapter 39.10 RCW;

**NOW, THEREFORE**, THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

**Section 1.** OHMC Section 2.310.010 entitled “Purpose and application” is hereby amended to read as follows:

**2.310.010 Purpose and application.**

(1) The purpose of Chapters 2.310 through 2.390 OHMC is to establish procedures and guidelines for making purchases of supplies, materials and services and contracting for public works.

(2) The provisions of this chapter shall apply to Chapters 2.310 through 2.390 OHMC. (Ord. 1470 § 2, 2006).

(3) Provided, however, nothing contained in this Chapter 2.310 OHMC shall be construed as limiting the City from use of the alternative contracting procedures set forth in Chapter 39.10 RCW as it now reads or is hereafter amended. Authorization of the use of alternative contracting procedures set forth in Chapter 39.10 RCW shall be by Resolution of the City Council.

**Section 2.** OHMC Section 2.330.010 entitled “When bids required for public works and improvements” is hereby amended to read as follows:

**2.330.010 When bids required for public works and improvements.**

Except as otherwise authorized by Chapters 39.04 and 39.28 RCW, or RCW 35.22.620, relating to emergency public works, or other applicable general state law, as now enacted or as hereafter amended, all public works and improvements shall be done by contract pursuant to public notice and call for competitive bids in accordance with this chapter whenever the estimated cost of such public work or improvement, including the cost of materials, supplies, equipment and labor, will exceed the sum of \$30,000 if more

than one craft or trade is involved with the public works project, or in excess of \$20,000 if only a single craft or trade is involved with the public works project or the public works project is street signalization or street lighting; provided, the city may use a small works roster pursuant to RCW 35.22.620. It is further provided, that the council may authorize public works construction projects without bid up to the bid limitation in RCW 35.22.620 as now in effect or as hereafter amended.

Whenever the estimated cost of the public work or improvement is less than the amounts provided above, a contract for the public work or improvement may be awarded by the applicable department director, or other person designated by the mayor, consistent with the procedures set forth in this chapter and as required under state law for the purchases of materials, supplies and equipment or, within the limits and to the extent authorized by RCW 35.22.620(2), the public work or improvement shall be performed by city employees.

The mayor, or his/her designee, is authorized to accept the public works and improvements performed under any contract awarded hereunder after determining that such work has been satisfactorily completed in accordance with the contract terms thereof. (Ord. 1470 § 4, 2006)

Provided, however, nothing contained in this Chapter 2.330 OHMC shall be construed as limiting the City from use of the alternative contracting procedures set forth in Chapter 39.10 RCW as it now reads or is hereafter amended. Authorization of the use of alternative contracting procedures set forth in Chapter 39.10 RCW shall be by Resolution of the City Council.

**Section 3.** Severability. If any section, clause, and/or phrase of this Ordinance is held invalid by a court of competent jurisdiction, such invalidity and/or unconstitutionality shall not affect the validity and/or constitutionality of any other section, clause, and/or phrase of the Ordinance.

**Section 4.** Effective Date. This Ordinance shall take effect immediately upon passage and publication of an approved summary thereof consisting of the title.

**ADOPTED** by the City Council and **APPROVED** by the Mayor this 17<sup>th</sup> day of December, 2013.

CITY OF OAK HARBOR

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

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Valerie Loffler, City Clerk

\_\_\_\_\_  
Grant K. Weed, Interim City Attorney

Published: 12/21/13

City of Oak Harbor  
City Council Agenda Bill

Bill No. 6.d.  
Date: December 17, 2013  
Subject: Resolution 13-37 Adopt Revised  
Emergency Plan (CEMP)

**FROM: Ray Merrill, Fire Chief**

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

 Scott Dudley, Mayor  
 Larry Cort, City Administrator  
 Doug Merriman, Finance Director  
 Grant Weed, Interim City Attorney, as to form

---

**PURPOSE**

This agenda bill introduces a Resolution to adopt the revised City of Oak Harbor Comprehensive Emergency Management Plan (CEMP).

**SUMMARY STATEMENT**

The City of Oak Harbor Comprehensive Emergency Management Plan (CEMP) was last updated in November 2005. Housekeeping within the plan is required to keep it current and in compliance with National guidelines.

**RECOMMENDED ACTION**

Staff recommends that City Council approve Resolution 13-37 adopting the revised City of Oak Harbor Comprehensive Emergency Management Plan.

**ATTACHMENTS**

- Revised copy of the City of Oak Harbor Comprehensive Emergency Management Plan (CEMP)
- Resolution 13-37

**RESOLUTION NO. 13-37**

**A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON, ADOPTING THE REVISED COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)**

WHEREAS, the City of Oak Harbor is subject to earthquake, fire, flood, terrorism and other serious hazards; and

WHEREAS, the City of Oak Harbor faces a major problem during an emergency given the possibility of being isolated from the mainland and subsequent resources; and

WHEREAS, the overall objective of the emergency operations plan for the City of Oak Harbor is to ensure the effective management of response forces and resources in preparing for and responding to situations associated with natural disasters, technological incidents, and national security emergencies; and

WHEREAS, the City of Oak Harbor's emergency management is committed to providing effective life safety measures while reducing property loss and damage to the environment and providing rapid resumption of impacted business and community services; and

WHEREAS, the City of Oak Harbor is primarily responsible for emergency actions and will commit all available resources to save lives, minimize injury to persons and minimize damage to property and the environment; and

WHEREAS, the City of Oak Harbor Comprehensive Emergency Management Plan (CEMP) serves as a basis for effective response to any hazard that threatens Oak Harbor; and

WHEREAS, the City of Oak Harbor CEMP serves as a legal and conceptual framework for emergency management in the City of Oak Harbor; and

WHEREAS, the Revised Code of Washington 38.52.070, authorizes and directs local jurisdictions to establish a local organization for emergency management and to develop and maintain a local comprehensive emergency management plan; and

WHEREAS, a CEMP has been created and amended to include information that ensures consistency with the Island County, Washington State Comprehensive Emergency Management Plans, and the National Response Plan; and

WHEREAS, the CEMP specifies the authorities, functions, and responsibilities that pertain to establishing collaborative action plans between local, State, Federal, volunteer, and public and private sector organizations; NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Oak Harbor, Washington, that the Comprehensive Emergency Management Plan is hereby adopted.

PASSED and approved by the City Council this 17<sup>th</sup> day of December 2013.

CITY OF OAK HARBOR

---

SCOTT DUDLEY, MAYOR

Approved as to Form:

Attest:

---

Valerie J. Loffler, City Clerk

---

Grant Weed, City Attorney



# City of Oak Harbor Comprehensive Emergency Management Plan - CEMP

December 2013





**CITY OF OAK HARBOR**

**COMPREHENSIVE EMERGENCY**

**MANAGEMENT PLAN**

**AND**

**IMPLEMENTING PROCEDURES**

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**LETTER OF PROMULGATION**

This document is adopted as the City of Oak Harbor’s Comprehensive Emergency Management Plan (CEMP), as approved by the City Council. This plan is the City’s emergency plan made in response to the heightened awareness, realities, and consequences to natural and technological hazards faced by the City. The plan provides definition and coordination of departmental responsibilities to prepare for, respond to, and recover from emergencies and disasters. The plan is written to comply with applicable federal and state regulations and the City of Oak Harbor Municipal Code Chapter 1.10.

The document is an all-hazards plan, intended for use in any emergency beyond the control or capability of ordinary departmental response. One key objective of this plan is to ensure the most effective use of all City resources during emergency operations.

This plan replaces all previous versions of the City’s CEMP with use effective immediately.

Signed:

Submitted by:

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

\_\_\_\_\_  
Ray Merrill  
Director of Emergency Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## DISTRIBUTION LIST

<b>CITY DEPARTMENTS</b>	<b>ADDRESS</b>	<b>INITIAL/DATE</b>
Mayor Dudley		
City Administrator		
Fire Chief		
Police Chief		
Public Works Director		
Finance Director		
City Attorney		
Dir. of Dev. Services		
Harbormaster		
Senior Center Director		
Human Resources		
City Clerk		
<b>ORGANIZATION/AGENCY</b>	<b>ADDRESS/PHONE</b>	<b>INITIAL/DATE</b>
Eric Brooks Island County Dept. of Emergency Services	Island County Courthouse PO Box 5000 · 1 NE 6 <sup>th</sup> Street 679-7370	
C.S. Lombardo Dept. of Emer. Management Naval Air Station Whidbey	3730 N. Charles Porter Ave. Oak Harbor, WA 98278 (360) 257-3337	
WA State Military Department Emergency Management Div.	Camp Murray, WA 98430	
Mike Stamper American Red Cross Island County Chapter	Building 22 on NAS-WI Seaplane Base 245 West Tulagi Avenue Oak Harbor, WA 98278 (360) 293-2911	
Tom Tomasno Whidbey General Hospital	101 N. Main Street Coupeville, WA 98239 (360) 678-5151	
<b>SCHOOLS</b>	<b>ADDRESS/PHONE</b>	<b>INITIAL/DATE</b>
Dr. Lance Gibbons Superintendent Oak Harbor School Dist. #201	350 South Oak Harbor St. Oak Harbor, WA 98277 (360) 679-5800	
Oak Harbor Christian School Principle Dave Zylstra	675 East Whidbey Ave. Oak Harbor, WA 98277 (360) 675-2831	

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## **BASIC PLAN**

### **I. INTRODUCTION**

A) Mission: The City of Oak Harbor is dedicated to protect lives, property, and the environment of its citizens through preparedness and mitigation activities, respond in an effective manner to emergencies and disasters, and coordinate and participate in the recovery effort as a result of such events.

Limitations: The diverse nature of any emergency or disaster makes it likely no single government agency or jurisdiction can handle all potential incidents alone. It is neither implied or inferred that this plan guarantees a perfect emergency or disaster response. No plan can shield individuals from all events. While every reasonable effort will be made to respond to emergencies or disasters, resources and/or systems may be overwhelmed. Some events provide little or no warning to implement operational procedures, and all emergency plans are dependent upon tactical execution that may be imperfect.

B) Purpose

1) This plan describes:

- a. The legal basis for emergency actions by the City government during and following a disaster;
- b. The most likely disaster hazards faced by the City;
- c. The City's management, policies, and operational responsibilities during times of emergency;
- d. The City's planned actions and responsibilities for the four commonly accepted phases of emergency operations:
  - i. Mitigation
  - ii. Preparation
  - iii. Response
  - iv. Recovery
- e. The City's organizational mechanism for emergency planning;  
Operational relationships between the City of Oak Harbor government and other agencies which provide emergency response resources to the City.

C) Scope

- 1) This plan applies to the government of the City of Oak Harbor. Where other agencies and institutions are mentioned, the plan describes understandings or agreements about their expected roles and actions.
- 2) The City of Oak Harbor Director of Emergency Services (DES) coordinates efforts within the City to prepare for, respond to, recover from and mitigate against the threat of disasters and relies on close partnerships with City employees, departments, outside entities, and the community as a whole to meet the mission of emergency services.
- 3) For the purposes of this plan, the term "emergency" means a set of circumstances that demand immediate action to protect life, preserve public health or essential services, or protect property. A "disaster" means the situation is beyond the capabilities of the

- responding organizations or jurisdiction. In general, the term "disaster" will be used in this plan to refer to either an "emergency" or a "disaster" that is covered under this plan.
- 4) The plan provides guidance to the City of Oak Harbor government for the following:
    - a. Prevention, protection, mitigation, preparedness, response and recovery policy;
    - b. Disaster and emergency responsibilities and procedures;
    - c. Training and public education activities; and
    - d. Emergency planning requirement of Title III of the Superfund Amendments and Reauthorization Act of 1986.
  - 5) This plan integrates elements of the National Response Framework (NRP), and National Incident Management System (NIMS) including the Incident Command System (ICS), the emergency management method required by State and Federal law. Since NIMS/ICS is the fundamental operating platform, the City of Oak Harbor formatted this plan to reflect the NIMS/ICS operational structure.
  - 6) In all emergencies, City of Oak Harbor response efforts will proceed according to these priorities:
    - a. eliminate major threats to life and safety
    - b. maintain essential governmental authority
    - c. eliminate major threats to property and the environment
    - d. restore essential systems and services
    - e. restore normal community and governmental operations
    - f. provide timely and accurate information to the public.

#### D) Organization

- 1) The Mayor is the administrative head of the City government during periods of emergency. Oak Harbor Municipal Code (OHMC) 1.10 provides the Mayor with power to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by disaster. Such orders must be confirmed at the earliest practicable time by the City Council as set forth in OHMC 1.10.090.
- 2) Per OHMC 1.10, the Director of Emergency Services is authorized to coordinate all emergency management functions. The Chief of Oak Harbor Fire Department serves in this role. In the Mayor's absence, the Director may assume emergency powers subject to OHMC 1.10.095.
- 3) An Emergency Preparedness Council, comprised of all City of Oak Harbor department heads, the Mayor, and the Director of Emergency Services is established to review, recommend, and advise City Council on issues pertaining to emergency preparedness.
- 4) The City Council passes emergency ordinances, resolutions and laws governing the City in a disaster event.
- 5) All City Department Heads are members of the Emergency Preparedness Council; along with the Mayor (council chair) and the Director of Emergency Services (vice chair).
- 6) The City will use the NIMS/ICS to manage the disaster response.

## **EMERGENCY PREPAREDNESS COUNCIL/OPERATIONS BOARD**

The Emergency Preparedness Council oversees and provides policy recommendations to the City Council before, during, and after emergency periods, and provides direction for the development and maintenance of the CEMP. The Emergency Preparedness Council shall provide recommendations and direction to the Director of Emergency Services during major emergencies, and shall act as the Emergency Operations Board during major emergencies. The Emergency Preparedness Council/Operations Board consists of the following members:

Mayor.....Council Chair  
Director of Emergency Services/Fire Chief.....Vice Chair  
City Administrator  
Police Chief  
Director of Public Works  
Director of Finance  
Director of Development Services  
Director of Human Resources  
Harbormaster  
Senior Center Director

During actual emergency situations and activation of the Emergency Operations Board, the City Attorney shall be included as a member.

## **DIRECTOR OF EMERGENCY SERVICES**

The Director of Emergency Services (DES) provides direction and coordination for CEMP development and ongoing maintenance and related activities within the City. The DES provides coordination with outside agencies and organizations involved in emergency planning. The DES manages the EOC during activation and interacts with outside agencies to coordinate emergency support activities. The DES recommends emergency planning policy and procedure to the Emergency Preparedness Council.

### **EOC TEAM** (The DES shall assign a chair to this team)

The EOC Team provides direction and support in the development or modification of the plan and all supporting documents. It is recognized that several employees within City Government have specific expertise in areas of emergency disaster management. The team shall be comprised of key operations and management personnel from each City department. Each Department Head/Director will designate personnel to serve on the team. In addition, outside professional and volunteer organizations that are identified as having key roles in preparedness, planning, response and recovery activities will be identified and may be asked to participate. Members of the EOC Team will staff the EOC as necessary during activation and coordinate the activities in their respective areas or divisions of responsibility during major emergencies and disasters.

Each department will have at least one representative on the EOC Team. During a full or partial activation, some or all of the departments/divisions (listed below) will assure a representative is available to staff the EOC. The nature of the event will determine the level

of participation needed. At a minimum, the following departments and divisions within the City will designate representatives:

EXECUTIVE OFFICE

Mayor  
City Administrator  
Council Member

FIRE DEPARTMENT

Administration  
Operations

POLICE DEPARTMENT

Administration  
Operations

FINANCE DEPARTMENT

Administration  
Operations  
Information Services Division

SENIOR CENTER

Administration  
Operations

HUMAN RESOURCES DEPARTMENT

Manger

DEVELOPMENT SERVICES

Administration  
Planning Operations  
Building Division Operations

PUBLIC WORKS DEPARTMENT

Administration  
Public Works – Equipment Rental/Sewer/Storm/Utilities/Water/Parks  
Engineering Operations

MARINA

Harbormaster

LEGAL

City Attorney

OTHERS

Risk Management Representative  
Red Cross Representative  
School District Representative

## **II. EMERGENCY POWERS**

### **A. Authorities**

The City of Oak Harbor CEMP is developed under the authority of the following local, state, and federal statutes and regulations.

1. Revised Code of Washington 38.52.050,(3),(b),(d), 38.52.070, 35.33.081 and 35.33.101.
2. Washington Administrative Codes 118-30.
3. Disaster Relief Act of 1974, USC Title 42, Sec 5121-5202, as amended, Federal Civil Defense Act of 1950, USC Title 50, Sec 2251-2303, as amended, Improved Civil Defense Program 1980, USC Title 50A, Sec 2301-2303.
4. Title III Superfund Amendment and Re-authorization Act of 1986.
5. City of Oak Harbor Municipal Code, Title 1, Chapter 1.10.
6. City of Oak Harbor Ordinance No. 1295, January 2002.

### **B. Assignment of Responsibilities**

1. Mayor
  - a. Prepares and signs Declaration of Emergency.
  - b. Signs Mutual Aid Agreements on behalf of the City.
  - c. Declares special emergency orders as prepared by the Director Emergency Services, i.e. curfews, street use, etc.
  - d. Provides for the accompaniment of visiting officials from other jurisdictions and levels of government.
  - e. Provides leadership to the community and makes announcements to the media.
  - f. Serves as Chair of the Emergency Preparedness Council.
2. City Council
  - a. Provides Declaration of Emergency.
  - b. Appropriates funds to meet emergency needs.
  - c. Maintains Continuity of Government.
  - d. Provides visible leadership to the community.
  - e. Provides direction and control through the Mayor and the Emergency Preparedness Council.
  - f. Other duties as assigned.
3. Director of Emergency Services (Fire Chief).
  - a. Provides overall direction and control of emergency operations during disasters and emergencies.
  - b. Serves as Vice-Chair of Emergency Preparedness Council.

- c. Requests assistance when necessary from Island County Department of Emergency Management, State Emergency Operations Center (SEOC), and the Federal Emergency Management Agency (FEMA).
  - d. Provides for emergency preparedness, mitigation, response, and recovery activities to be carried out within the City.
  - e. Appoints a Public Information Officer (PIO) to coordinate preparation and dissemination of information to the public and the media during emergency events, who shall work with the City's Public Information Officer.
  - f. Develops Emergency Operational Procedures for Emergency Preparedness office and assists other departments in their development; develops training materials and drills to test the plan.
  - g. Coordinates the development and maintenance of the City's CEMP.
  - h. Facilitates the development of associated documents and Emergency Operational Procedures which support the CEMP.
  - i. Coordinates the preparation of disaster assistance paperwork and submits to the appropriate agencies.
  - j. Provides for public information and education on emergency preparedness on an on-going, routine basis.
  - k. Documents emergency preparedness activities and costs.
  - l. Other duties as assigned.
5. Office of the City Attorney
- a. Develops departmental Emergency Operational Procedures as outlined in Section IV, Concept of Operations as appropriate.
  - b. Provides legal advice to City departments, Mayor and City Council as it pertains to disaster response and recovery.
  - c. Reviews all contracts for emergency work.
  - d. Provides legal review of emergency plans and supporting documents to ensure compliance with local, state, and federal laws.
  - e. Provides for identification and preservation of essential department records (as listed in departmental Emergency Operational Procedures).
  - f. Other duties as assigned.
6. Office of Risk Management – Finance Department
- a. Develops Emergency Operational Procedures as outlined in Section IV, Concept of Operations, as appropriate.
  - b. Coordinate, as appropriate, mitigation and preparedness activities within the City as they relate to risk management.
  - c. Develops and is responsible for City facility emergency and evacuation plans.
  - d. Reviews emergency contracts for City liability considerations.
  - e. Coordinate the purchase of appropriate insurance policies for the City.
  - f. Provide for identification and preservation of essential Risk Management records (as listed in departmental Emergency Operational Procedures).
  - g. Provide documentation and claims information to the Director of Emergency Services and the City's insurance carriers following a disaster.
  - h. Other duties as assigned.

7. Finance Department

- a. Develops Emergency Operational Procedures as outlined in Section IV, Concept of Operations as they relate to the department.
- b. Assists in identifying sources of disaster funds if departmental budgets are exceeded and any budget adjustments that may be required.
- c. Provides information and direction to City departments on requirements for the identification and preservation of essential City records.
- d. Provides for the identification and preservation of essential department records (as listed in departmental Emergency Operational Procedures).
- e. Coordinates disaster-related purchases and expenditures.
- f. Coordinates and reviews the compilation of disaster related financial information.
- g. Documents activities and costs.
- h. Other duties as assigned.

8. Information Services Division – Oak Harbor School District

- a. Develop Emergency Operational Procedures as outlined in Section IV, Concept of Operations as they relate to the department.
- b. Provides computer support to the EOC.
- c. Coordinates the recovery operations of the City's computer systems following disaster situations.
- d. Provides City departments with guidance and direction for the protection of computer hardware, software, and data.
- e. Provides for the identification and preservation of essential division and Citywide electronic records (as listed in departmental Emergency Operational Procedures).
- f. Provides City departments with guidance and direction for the protection of City telephone systems.
- g. Documents activities and costs.
- h. Other duties as assigned.

9. Developmental Services – Planning Division

- a. Develops Emergency Operational Procedures as outlined in Section IV, Concept of Operations as they relate to the department.
- b. Coordinates the establishment of Disaster Assistance Centers to support community recovery efforts.
- c. Assists permit processing during recovery.
- d. Provides assistance to Human Resources in employee notification, support, feeding, and shelter programs.
- e. Develops plans to deal with land use, environmental impact, and related mitigation issues before and following disasters.
- f. Provides for the identification and preservation of essential department records (as listed in departmental Emergency Operational Procedures).
- g. Documents activities and costs.
- h. Other duties as assigned.

10. Fire Department

- a. Develop Emergency Operational Procedures as outlined in Section IV, Concept of Operations as they relate to the department.
- b. Provide command and control for disaster or emergency operations through established incident command systems.
- c. Provide basic life support with coordination of transportation to medical facilities as appropriate.
- d. Provide fire suppression services.
- e. Provide light and limited heavy rescue. Provide expertise on Urban Rescue.
- f. Provide hazardous materials incident response and radiological monitoring. Coordinate with outside agencies as appropriate.
- g. Provide “windshield survey” and initial City-wide damage assessment as appropriate.
- h. Provide initial damage assessment for department facilities and support in City-wide structural damage assessment.
- i. Provide for the identification and preservation of essential department records (as listed in departmental Emergency Operational Procedures).
- j. Provide support in the dissemination of emergency warning information to the public.
- k. Provide direction and control for evacuation efforts as appropriate (coordinate with Police Department).
- l. Provide Public Information and Press relations support in the EOC, upon request.
- m. Provide support to utility restoration efforts as appropriate.
- n. Coordinate the re-establishment of E-911 service if disrupted.
- o. Document activities and costs.
- p. Other duties as assigned.

11. Parks and Recreation Department

- a. Develops Emergency Operational Procedures as outlined in Section IV, Concept of Operations as they relate to the department.
- b. Develops plans for and coordinates the utilization of City facilities for temporary emergency shelters.
- c. Coordinates the use of City parks for staging areas for disaster operations, mass casualty care and temporary housing.
- d. Provides support in debris removal, traffic control, road closures and protection of property, if requested.
- e. Develops plans and provides limited temporary shelter for “special needs” individuals.
- f. Develops plans and coordinates volunteer groups to assist “special needs” individuals in their homes.
- g. Provides initial damage assessment for department facilities.
- h. Provide for the identification and preservation of essential department records (as listed in departmental Emergency Operational Procedures).
- i. Document activities and costs.
- j. Other duties as assigned.

12. Human Resources Department

- a. Develops Emergency Operational Procedures as outlined in Section IV, Concept of Operations as they relate to the department.
- b. Develops plans for employee notification and support during disaster activities; coordinates City of Oak Harbor Family Area Network information.
- c. Develops plans and coordinates emergency feeding and shelter for City staff during disaster activities.
- d. Coordinates the registration of emergency workers and volunteers.
- e. Provides for the identification and preservation of essential department records (as listed in departmental Emergency Operational Procedures).
- f. Document activities and costs.
- g. Other duties as assigned.

13. Public Works Department

- a. Develops Emergency Operational Procedures as outlined in Section IV, Concept of Operations as they relate to the department.
- b. Provide debris removal, emergency protective measures, emergency and temporary repairs and/or construction.
- c. Provide for command and control for disaster operation through established Incident Command Systems as appropriate.
- d. Provide light and heavy equipment and supplies.
- e. Provide damage assessment of City infrastructure and emergency restoration of department facilities.
- f. Performs or contracts for major recovery work for City facilities.
- g. Provides barricades for road closures, traffic control measures and operational control of traffic signals within the City.
- h. Provides damage assessment of transportation routes and identifies alternates.
- i. Provides support to City wide evacuation planning and assists in evacuation efforts as appropriate (coordinates with Police/Fire).
- j. Provides field communications support through existing communications equipment.
- k. Provide support in hazardous material incident response to City sewers, streets, waterways, and storm drains.
- l. Assists in streamlining the Public Works permit process for disaster recovery efforts.
- m. Provide for monitoring of rain gauges and other flood warning equipment.
- n. Provide information and recommendations on traffic routes during flooding situations.
- o. Provide for monitoring of water levels in City storage tanks and the water distribution system.
- p. Provide for the monitoring and maintenance of the City sewer infrastructure.
- q. Provides telecommunications support to the EOC.
- r. Provide for the identification and preservation of essential department records (as listed in departmental Emergency Operational Procedures).
- s. Document activities and costs.
- t. Other duties as assigned.

14. Development Services – Building Division

- a. Develops divisional Emergency Operational Procedures as outlined in Section IV Concept of Operations as appropriate.
- b. Provides assistance in damage assessments of City infrastructure and emergency restoration of department facilities.
- c. Provides initial damage assessment for residential, commercial, and public assembly structures within the community as assigned.
- d. Determines building safety and recommends evacuation as appropriate (coordinates with the EOC). Conducts a drive-by ‘windshield’ assessment of damage(s).
- e. Provides expertise and recommendations for construction, demolition, and mitigation before and after a disaster.
- f. Assists in major recovery work for City facilities.
- g. Streamlines the Building Department permit process for disaster recovery efforts.
- h. Provides for emergency approval of trades people for use in recovery.
- i. Provides for identification and preservation of essential division records (as listed in departmental Emergency Operational Procedures).
- j. Documents activities and costs.
- k. Other duties as assigned.

15. Police Department

- a. Develop Emergency Operational Procedures as outlined in Section IV, Concept of Operations as they relate to the department.
- b. Provide law enforcement activities within the City.
- c. Provide for command and control for disaster operations through established incident command systems as appropriate.
- d. Provide for assistance in urban search and rescue activities.
- e. Provide “windshield survey” and initial City wide damage assessment as assigned.
- f. Provide emergency traffic control.
- g. Provide direction and control for evacuation efforts as appropriate (coordinates with Fire and Public Works).
- h. Provide support in the dissemination of emergency warning information to the public.
- i. Assists in recommendations for EOC communications equipment.
- j. Provide explosive device identification, handling, and disposal, or coordinate this activity with the appropriate agency.
- k. Provide for the identification and preservation of essential department records (as listed in departmental Emergency Operational Procedures).
- l. Document costs and activities.
- m. Other duties as assigned.

16. Marina

- a. Develop Emergency Operational Procedures as outlined in Section IV, Concept of Operations as they relate to the department.
- b. Provide for command and control for disaster operations through established incident command systems as appropriate.
- c. Provide an initial damage assessment to marina facilities and reported findings to the EOC.

- d. Development of a transportation plan including marine vessel and float plane operations to evacuate citizens and the transportation of supplies to support emergency operations.
  - e. Assists in recommendations for EOC communications equipment.
  - f. Provide for the identification and preservation of essential department records (as listed in departmental Emergency Operational Procedures).
  - g. Document costs and activities.
  - h. Other duties as assigned.
17. Public Works – Engineering Division
- a. Provides engineering services for City properties and projects.
  - b. Development of Citywide evacuation plans to include transportation, transportation routes, and coordination with supporting agencies and surrounding jurisdictions

### **C. Limitations**

The information and procedures included in this plan have been prepared utilizing the best information and planning assumptions available at the time of preparation. There is no guarantee implied by this plan that in major emergencies and disaster situations that a perfect response to all incidents will be practical or possible. As response resources may be depleted or unavailable and essential systems may be rendered dysfunctional, the City can only make every reasonable effort to respond based on the situation, information, and resources available at the time the situation occurs.

## **III. SITUATION**

### **A. Emergency/Disaster Conditions and Hazards**

Emergencies and disasters have occurred in Oak Harbor and will likely occur again in the future. Through the development of the Hazard Vulnerability Analysis, it has been determined the City of Oak Harbor is vulnerable to numerous technological and natural hazards. These hazards include: storms (wind, rain, snow, and lightning), earthquake, flood, landslide, common and private carrier accident (vehicular, marine, and aircraft), search and rescue emergencies, civil disturbance, tsunami, terrorist activity, explosion, structural collapse, hazardous material incidents, major fire (including wild land and urban interface fires) and energy and utility system failure.

In addition to these hazards, the potential exists for emergencies occurring outside of the jurisdiction that may affect our jurisdiction negatively. Coordination for response will be critical to the successful implementation of any detailed plans formulated to respond to situations identified in the Vulnerability Analysis.

### **B. Planning Assumptions**

Situations noted could create significant property damage, injury, loss of life, panic of the populace, and disruption of essential services, both inside and outside the City of Oak Harbor. These situations may also create significant financial, psychological and sociological impacts on the City of Oak Harbor and its citizens.

It is assumed that some incidents will occur with enough sufficient warning that appropriate notification will be issued which would ensure some level of preparation. Other disasters will occur with no advanced warning.

It can also be assumed that a major, widespread catastrophe will most likely isolate our jurisdiction, and any significant assistance from nearby communities, counties, state or federal agencies would not occur for at least 72 hours or longer. The City of Oak Harbor will need to rely on available City resources and those of private organizations, businesses, and individuals within the City for the initial response to a disaster that is widespread in the region.

The City of Oak Harbor may be requested to provide support to other jurisdictions with both resources and sheltering during emergencies or disasters that do not affect this City.

#### **IV. CONCEPT OF OPERATIONS**

##### **A. General**

1. It is the policy of the City of Oak Harbor to conduct emergency and disaster preparedness and mitigation activities in an effort to reduce and minimize the effects of a major emergency or disaster.
2. It is the policy of the City that each City Department or division (as appropriate) takes an active role in emergency planning. The planning efforts include the formation of Emergency Operational Procedures for each department that is coordinated in this plan. It is the responsibility of the head of each City department to:
  - a. Provide a designee and alternate(s) assigned as members of the EOC Team to actively participate in the preparation and maintenance of the City's overall Emergency Operations Plan.
  - b. Establish a departmental line of succession to activate and carry out emergency and disaster responsibilities.
  - c. Develop the capability to continue operations during an emergency or disaster and to carry out the responsibilities outlined in this plan.
  - d. Develop departmental Emergency Operational Procedures which includes the following:
    - Provides for identification and preservation of essential records.
    - Departmental chain of command.
    - Location for managing departmental emergency operations.
    - Departmental responsibilities, capabilities and resources to include: personnel, facilities, fuel, and equipment.
    - Information needed to manage the department during emergency operations and means of communications for obtaining that information.
    - How the department will coordinate with the EOC.
    - Methods to ensure that all department staff are aware of Emergency Operational Procedures and of the concepts of the Emergency Management Plan.

3. It is the policy of the City that City Departments make staff and resources available at the request of the Director of Emergency Services for training activities and emergency operations assignments.
4. When a major emergency or disaster occurs, City department management shall use the following general checklist as a basis for managing disaster operations:
  - a. Report to the pre-determined site to manage department operations.
  - b. Assess damages to facilities and resources.
  - c. Assess personnel and resources available.
  - d. Assess problems and needs.
  - e. Report situation, damages and capabilities to the EOC.
  - f. Send designated representatives to the EOC to participate as members of the EOC Team and Emergency Preparedness Council.
  - g. Carry out departmental responsibilities and assigned tasks.
  - h. Continue assessment of department resources, needs and actions.
  - i. Continue reports to the EOC regarding actions, problems, needs, damages, etc.
  - j. Keep detailed and accurate records, document actions, costs, situations, etc.
  - k. Maintain day-to-day normal activities as much as practicable.
5. The EOC is activated by the Fire Department at the request of the Mayor, the Director of Emergency Services, or any City department head or their alternates, when the level of operations requires it. Designated staff reports to the EOC to coordinate response efforts and support field operations. All or part of the EOC may be activated during a disaster. The level of activation will be determined by the nature and extent of the disaster.
6. The Emergency Preparedness Council shall be the organization responsible for evaluating a situation to determine if a Declaration of Emergency by the Mayor is necessary. This is recommended and coordinated by the Director of Emergency Services.
7. City Departments are expected to carry out their responsibilities outlined in this plan, utilizing their best judgment and in a coordinated manner. The Emergency Preparedness Council may be requested by the Mayor to act as advisors in dealing with problems caused by a disaster and in the coordination of the situation. This coordination will be done through the EOC.
8. When a major emergency or disaster occurs, it is anticipated that City Departments and other responding organizations will organize their areas of responsibilities into manageable units, assess damages, and determine needs. If agency resources cannot meet the needs created by the disaster, additional assistance may be requested through existing mutual aid or through the EOC. In the event of a Declaration of Emergency, the deployment of resources will normally be coordinated through the EOC. Resources to be utilized to support City operations may be placed at staging areas until specific assignments can be made.
9. In the event a situation is, or will become, beyond the capabilities of the resources of the City and those provided through mutual aid, the Mayor may request assistance from Island County or Washington State through the Island County Department of Emergency Management.

10. In the event of communications failure in a disaster, any City facility may act as a remote EOC for its local area until coordination can be established from the Oak Harbor Fire Department EOC. In addition, each may serve as a staging area, triage area, communications center or in any other functional capacity appropriate for the situation as assigned.
11. The documentation of registration for emergency workers and other volunteers will be coordinated through the Human Resources Department.

## **B. Emergency Management Concepts**

The basic concepts of comprehensive emergency management deal with mitigation, preparedness, response, and recovery. These four elements are inherent in the City of Oak Harbor Emergency Preparedness organization, and serve as a guideline regarding activities. In order to assist with the Emergency Management Concepts refer to Item A above.

## **C. Direction and Control**

1. Direction and control of emergency management activities rests with the Director of Emergency Services. Overall control during disaster operations will be divided into three levels.
  - a. Policy Group: consists of the Emergency Preparedness Council with the Mayor as Chair, primarily dealing with policy issues brought about by the disaster. This policy group will provide guidance to the City Council for their action where appropriate.
  - b. EOC Team: staffs the Emergency Operation Center, coordinates disaster resources, monitors the disaster situation and reports to the Policy Group.
  - c. Command Posts: operation in field locations and will direct and coordinate disaster field operations. The EOC will provide coordination for the requests from the Command Post(s). Department heads and/or their respective representatives will staff Command Posts as required. Those representatives are authorized to make day-to-day decisions for the activities of their departments.
2. Overall direction, control and coordination will be conducted through the EOC in order to support the overall community response to the disaster and to best coordinate efforts with county, state, and federal agencies ([see Basic Plan, Appendix 2](#)).
3. The primary EOC is located at Oak Harbor Fire Station 81, second floor east wing, and is equipped with alternate power supplies for use during general system failures.
4. Recommendations for EOC activation may come from any level deemed appropriate for the level of disaster. It will be staffed by members of the EOC Team and necessary support staff as required. Initial establishment of the EOC following activation will be the responsibility of the Director of Emergency Services, or other staff as assigned by the Director.
5. Individual City departments may designate alternate locations for coordinating individual department operations. The individual in charge of the coordination shall be responsible

for keeping the EOC informed of their situation and activities and shall act in coordination with and under the direction of the EOC.

6. The following list of management priorities, in order of importance, is provided to guide policy decisions during a disaster of major magnitude.
  - a. Protect life.
  - b. Protect public and private property as it relates to the economic base.
  - c. Develop and disseminate public information through the assigned Public Information Officer.
  - d. Restore essential services.
  - e. Minimize economic disruption to the community.
  - f. Preserve existing institutions and organizations.
  - g. Document decisions, costs, lessons learned, etc.
  - h. Insure feedback mechanisms are in place for the community.
7. Communications during an emergency or disaster will be through communications systems currently established within the City organizations. Back up and supporting communication activities will be provided by organized volunteer radio operators.
8. Emergency public information will be communicated to citizens via local media through designated Public Information Officer(s), the Island County Emergency Alert System, and the Public Cable television Civil Emergency Alert System (CEAS), cable channel 10.
9. The Continuity of Government Act RCW 42.14.050 establishes provisions for the continuation of government in the event its leadership is incapacitated. RCW 35.22 and 35a.12.050 provides for the filling of vacancies for third class cities. OHMC Chapter 1.10.040 also references the Continuity of Government.

#### **D. Facilities**

##### **BUILDING LOCATIONS**

CITY HALL	865 SE Barrington Drive
OAK HARBOR POLICE DEPT.	860 SE Barrington Drive
PUBLIC WORKS Streets, Water, Solid Waste, Parks, Equipment Rental Departments, Storm Water, Wastewater Collections and Treatment	1400 NE 16 <sup>th</sup> Avenue
OAK HARBOR FIRE DEPT.	855 East Whidbey Avenue
SENIOR CENTER	51 SE Jerome Street
OAK HARBOR MARINA	1401 SE Catalina Drive

#### **E. Mitigation Activities**

1. Review hazards and risk analysis.
2. Develop capabilities and resources to enhance the City's ability to respond to disasters, whether identified or not in the hazard analysis.
3. Develop contingency plans and Emergency Operational Procedures in support of the All-Hazards Comprehensive Emergency Management Plan and Implementing Procedures.
4. Coordinate with other local, county, state, and federal agencies to assure cohesive working relationships and compatible plans are in place.
5. Conduct mitigation activities to protect City supplies, services, and property.
6. Conduct public education to enhance citizen and business survivability in disasters.
7. Provide guidance to policy makers on legislation needed in the areas of land use, building, and fire codes where mitigation would address disaster potentials.

**F. Preparedness Activities**

1. Conduct training activities with City government, outside agencies, and the public.
2. Coordinate volunteer organizations to assure cohesive working relationships and coordinated responses.
3. Provide timely input to the budget process on an annual basis.
4. Conduct public education to enhance citizen and business survivability.
5. Alert City workers and public as to types of warnings they may receive.

**G. Response Activities**

1. Initiate actions necessary to preserve life and property and the environment utilizing available resources.
2. Make appropriate notifications and initiate actions to place emergency plans into effect.
3. Activate and staff the EOC as required for the situation.
4. Disseminate emergency warning as appropriate.
5. Carry out initial damage assessment and evaluate situation.
6. Coordinate response and support functions with outside agencies and volunteer organizations.
7. Coordinate operations, logistics, planning, and finance functions.

8. Compile event status information and provide timely reports.
9. Prepare and maintain detailed documentation of events and activities.
10. Provide public information and additional warnings as appropriate.
11. Prepare Declaration of Disaster as appropriate.

## **H. Recovery Activities**

1. City personnel shall carry out damage assessment functions and assess community needs.
2. EOC Team shall prioritize recovery projects and assign functions accordingly.
3. EOC team shall coordinate recovery efforts and logistical needs with supporting agencies and organizations.
4. Prepare documentation of events, including logs, cost analyses and estimated recovery costs.
5. Facilitate the establishment of disaster assistance offices to assist private business and citizens with individual recovery.
6. Assess special community needs and provide information and assistance where appropriate.
7. Incorporate the City of Oak Harbor short term and long term community plans into recovery and reconstruction activities.

## **V. RESPONSIBILITIES**

1. Effective administrative records are essential when recovering from disasters. Each City department will assign personnel to be responsible for documentation of disaster costs and utilize effective administrative methods to keep accurate detailed records distinguishing disaster operational expenditures from day to day expenditures (see [Appendix 6](#)).
2. RCW 38.52.070, 35.33.081, and 35.33.101 provide for disaster expenses being incurred from currently appropriated local funds. The Mayor, City Council, and Finance Director will be responsible for identifying other sources of funds to meet disaster related expenses if departmental budgets are exceeded (see [Appendix 6](#)).
3. State and Federal requirements mandate agencies submit reports on disaster situations with information concerning: nature, magnitude, and impact, for use in evaluating and providing appropriate response resources and services. These reports include, but are not limited to:
  - Situation Reports
  - Declaration of Emergency
  - Requests for Assistance
  - Damage Assessment

The Director of Emergency Services will be responsible for coordinating the preparation and submission of all required reports and will insure their delivery to the appropriate agencies in a timely manner.

4. In instances where emergency work is performed to protect life and property, requirements for environmental review and permits may be waived or orally approved as provided in the State Environmental Policy Act, Hydraulics Act, Forest Practices Act, Shoreline Management Act, and Flood Control Zones.
5. Repair and restoration of damaged facilities may require an environmental impact permit prior to final project approval, requiring compliance with the State Environmental Policy Act, Forest Practices Act, Shoreline Management Act and Flood Control Act.
6. Properties of historic significance and archeological sites are protected by law. Non-time critical missions and recovery actions affecting these sites will be coordinated with the State Office of Archeology and Historic Preservation.
7. No services or assistance will be denied on the basis of race, color, national origin, religion, sex, economic status, age or disability. No special treatment over and above what would normally be expected in the way of City services will be extended to any individual or group in a major emergency or disaster situation.

Local activities pursuant to the Federal/State Agreement for major disaster recovery will be carried out in accordance with RCW 49.60 – Discrimination – Human Rights Commission and Title 44, CFR 205.16 – Nondiscrimination. Federal disaster assistance is conditional upon compliance with this code.

8. The Mayor and the Director of Emergency Services, following a Declaration of Emergency by the Governor, have the authority to commandeer the services and equipment of citizens as necessary in response to the disaster. Those citizens are entitled to all privileges, benefits and immunities provided for emergency workers under state and federal emergency management regulations, RCW 38.52.110 and Oak Harbor Municipal Code 1.10.
9. The Mayor and the Director of Emergency Services are authorized to contract with any person, firm, corporation or entity to provide construction work on a cost basis during emergency or disaster response operations, RCW 38.52.390.
10. All City departments will prepare and maintain an updated list of its personnel, special skills, facilities and equipment resources as part of their Emergency Operational Procedures. Any or all of these resources may be called upon during disaster or emergency situations OHMC 1.10.090.
11. Additional governmental resources may be called upon for assistance through the use of existing mutual aid agreements and through the Island County Department of Emergency Services Department of Emergency Management and the Washington State Division of Emergency Management.

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## APPENDIX 1

# EMERGENCY OPERATIONS PLAN

## OPERATIONS GUIDELINES FOR THE EMERGENCY OPERATIONS CENTER (EOC)

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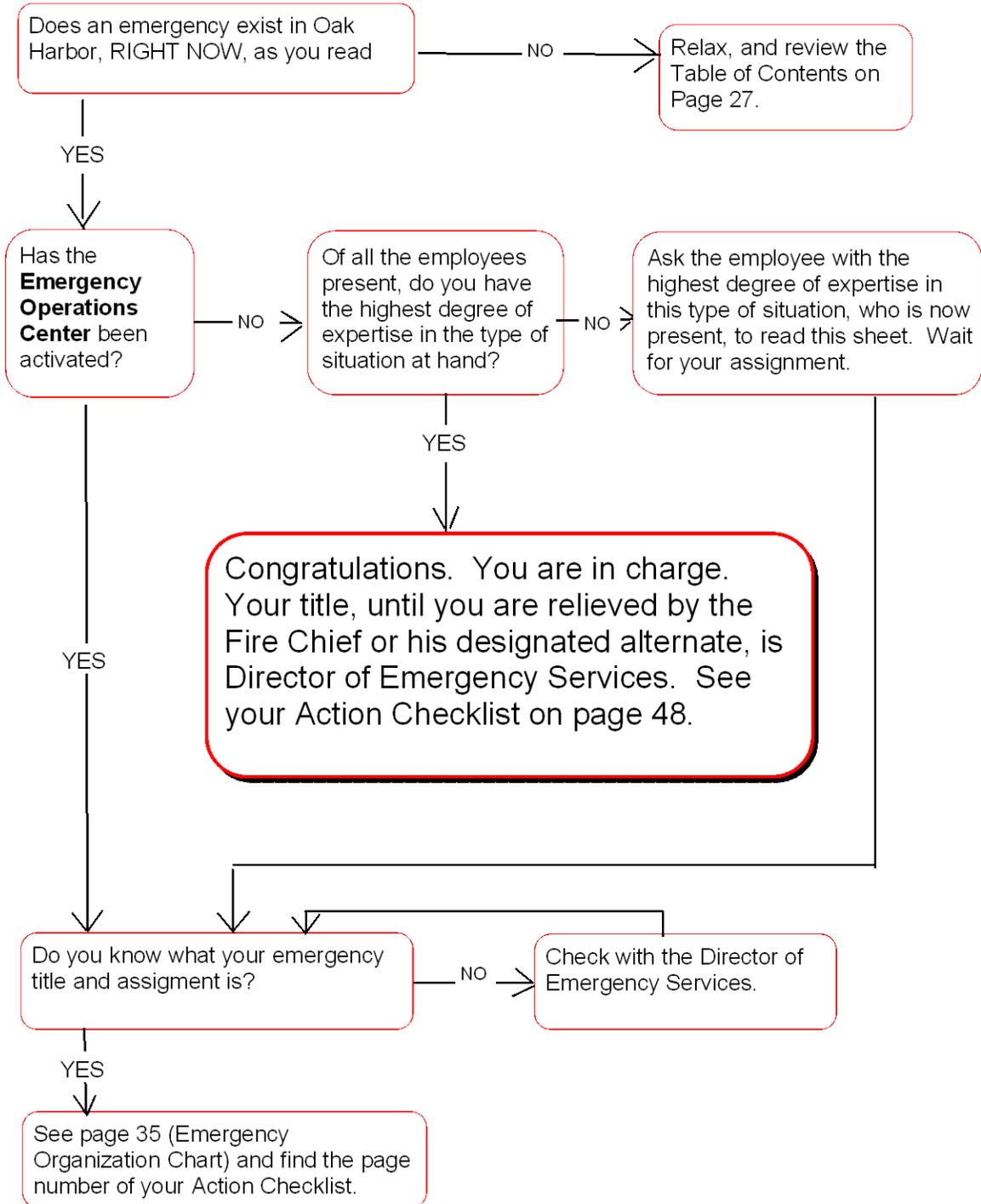
**APPENDIX 1  
OPERATIONS GUIDELINES FOR THE  
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**READ THIS FIRST**

**EMERGENCY: A SITUATION THAT REQUIRES IMMEDIATE ACTION BEYOND THE SCOPE OF NORMAL CITY OPERATIONS.**



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## **I. INTRODUCTION**

The City of Oak Harbor is located in an area that has not had a high risk of disaster. However, the Northwest is now being educated on the possibility of a catastrophic earthquake that could dramatically affect our way of life and our continued viability as a growing community. In addition to the potential earthquake activity in this area, it has also been recognized that many other events could severely impact our City. These other possible events are described in the Basic Plan and in the Hazard Vulnerability Analysis, (published under separate cover). The potential for a major disaster is present. The City takes seriously its responsibility to provide advanced information to citizens, to help minimize damage and injury in a disaster, and also to ensure effective communication and efficient service when a disaster occurs. Our obligations extend beyond the initial response to a disaster. The recovery from a disaster and the ability for our City to effectively operate in the weeks, months, or years following a major incident will be a direct result of how well we prepare.

When a disaster strikes, an emergency organization must be mobilized immediately. This plan will help the City make this mobilization quickly and effectively.

This document is a supplement to the CEMP and its Annexes.

## **II. PURPOSE OF THIS DOCUMENT**

1. During emergencies, to answer the questions, “Who’s in charge?” and “What should I do?”
2. During emergencies, to make sure that necessary jobs get done.
3. To provide for continuity of government during emergencies.
4. To help you understand the City of Oak Harbor Emergency Preparedness organization.
5. To provide guidance for disaster education and training.
6. To provide references to more detailed information.

### **III. SCOPE**

This document is designed to be used by any department in any emergency that may strike the City of Oak Harbor. The text of this document is short; if you need more detail, refer to the action checklists in this document, the documents at each work station in the EOC, or one of the documents referred to by reference or footnote.

### **IV. PRIORITIES**

In an emergency, assign response efforts according to these priorities:

1. People trapped whose lives are in immediate danger from fire, flood, etc.
2. Life threatening fires, floods, leaks, etc.
3. Life threatening injuries.
4. Building collapse/major threats to property.
5. Lesser injured people.
6. Essential systems and services.
7. Recovery of fatalities.
8. Continuity of government.

(See [Basic Plan, Appendix 2](#): Direction and Control)

### **V. The Emergency Operations Center (EOC)**

The EOC serves as the center of the City's emergency operations. Under full activation, all of the functions of the Emergency Operations Plan, operating under the Incident Command System (ICS), described on pages 43-47, will be carried out from this location. If the primary location is not usable, the alternate location will be utilized.

#### **A. Primary EOC:**

Oak Harbor Fire Department EOC  
855 East Whidbey Ave.  
Oak Harbor, WA 92877

#### **B. Alternate EOC locations:**

1. Oak Harbor Public Works  
1400 NE 16<sup>th</sup> Avenue  
Oak Harbor, WA 98277
2. Oak Harbor City Hall  
865 SE Barrington Drive  
Oak Harbor, WA 98277
3. Mobile Command Trailer

## VI. ACTIVATION

### A. Who can activate?

Who can activate the CEMP, in whole or in part? The plan becomes active when the EOC is activated. This occurs when:

The Mayor, the Director of Emergency Services (Fire Chief), or his/her alternate, any department head, or the City employee with the highest degree of expertise in the emergency at hand activates the EOC. This person will be in charge (that is, be the Director of Emergency Services) until relieved by the Fire Chief or his/her alternate.

- or -

A state of local emergency has been declared by the Mayor or City Council.

- or -

A state of emergency or state of war emergency exists, either as declared by the governor or as defined in state or federal law.

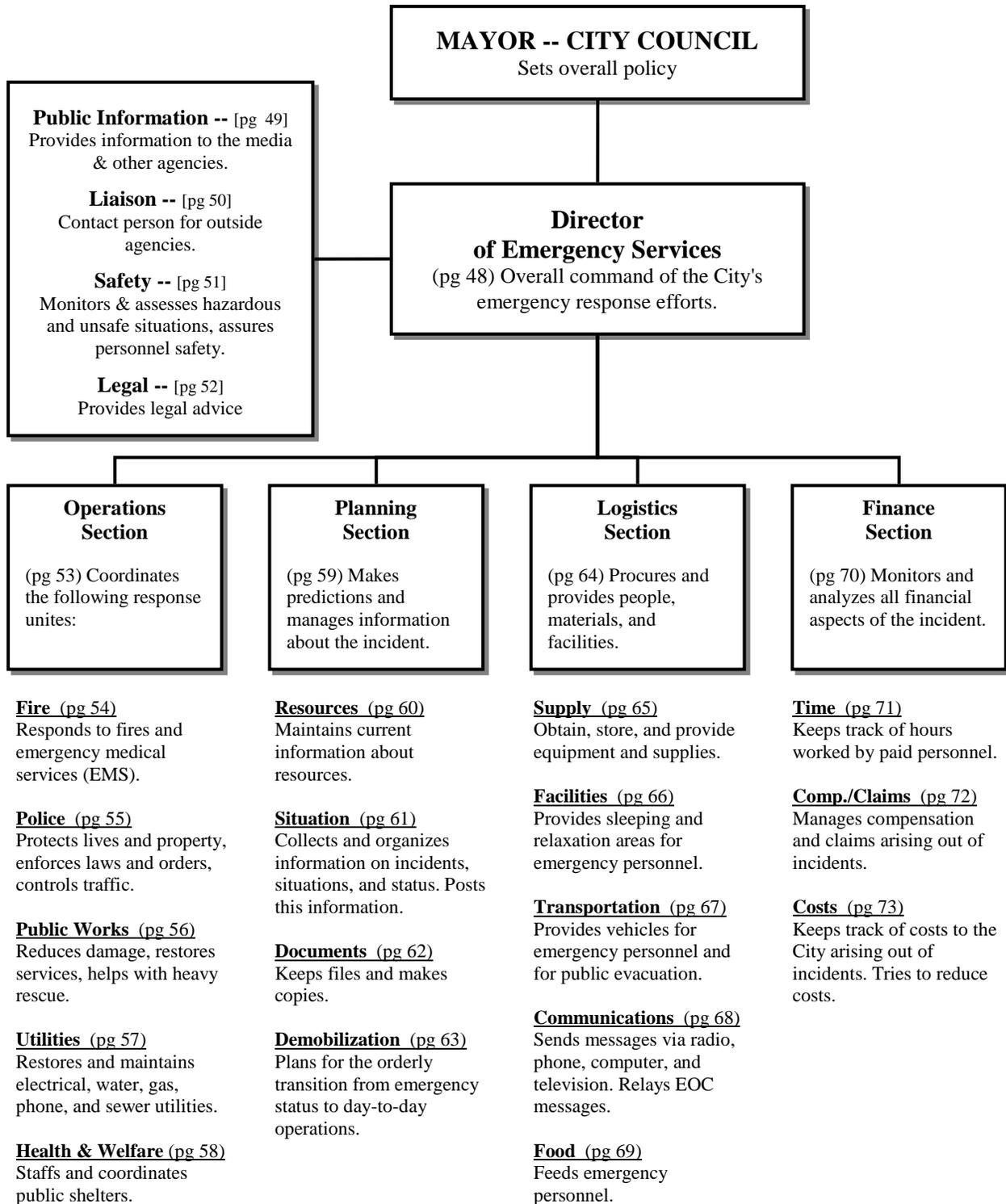
### B. Three levels of activation:

1. First level: Normal Operations. This is the time to familiarize yourself with the contents of this document, the Basic Plan and the Annexes, develop and update resource lists or Emergency Operational Procedures (EOP), and participate in disaster exercises.
2. Second level: Partial Activation. This may involve a smaller emergency that a limited number of responders can handle, or it may involve the early stages of what later becomes a larger problem. During Partial Activation, some positions may not be needed. Use of the EOC will be at the discretion of the Director of Emergency Services.
3. Third level: Full Activation. The EOC is activated, and all or most of the positions needed are filled. This involves an emergency requiring an all-out City (or greater) response effort.

**Examples of Activation**

TYPE	PARTIAL ACTIVATION	FULL ACTIVATION
- Earthquake	Some damage, some objects may fall, windows crack	Injuries/building collapse
- Flood	Impending evacuations	Required evacuation
- Fire	Third alarm or activation of strike teams or task forces from outside the area	Conflagration, campaign fire, etc.
- Accident	50 casualties	100 + casualties
- Civil Unrest	Threatens the safety of others	At the direction of Police Department.
- Hazardous Material spill	Impending evacuation or major disruption to traffic patterns	Required Evacuation

## INCIDENT COMMAND SYSTEM EMERGENCY ORGANIZATION CHART



## **VII. THE EMERGENCY ORGANIZATION**

### **A. Description**

An emergency changes our working relationships. The major changes are:

Several agencies or departments work under the direction of one person, even though they normally work independently.

Special purpose units may form to perform emergency tasks, such as emergency transportation of food. If you serve in such a unit, you become detached from your regular agency or department.

This document describes an emergency organization, complete with titles, job descriptions, and duty checklists. A summary of this organization is on the previous page. This organization is based on the Incident Command System (ICS), which provides clear authority, direction, and communication during emergencies. This system can be used within one agency or department, or by several agencies and departments involved in the same emergency.

The ICS, because of its standardized organizational structure and common organizational and operational terminology, provides a useful and flexible management system that is particularly adaptable to incidents involving multi-departmental or multi-jurisdictional response. The ICS provides the flexibility to rapidly activate and establish an organizational form around the functions that need to be performed.

### **B. Who is in Charge?**

This document is designed so that anyone can step in and follow the action checklist for any emergency position, including the position of Director of Emergency Services. However, it is best to fill the Director's position with qualified people in this order:

1. Fire Chief/Director of Emergency Services.
2. Police Chief
3. Public Works Director
4. The City employee with the highest degree of expertise in the type of emergency at hand.

### C. Emergency Personnel

1. Order of personnel use.

In an emergency, use available personnel in this order:

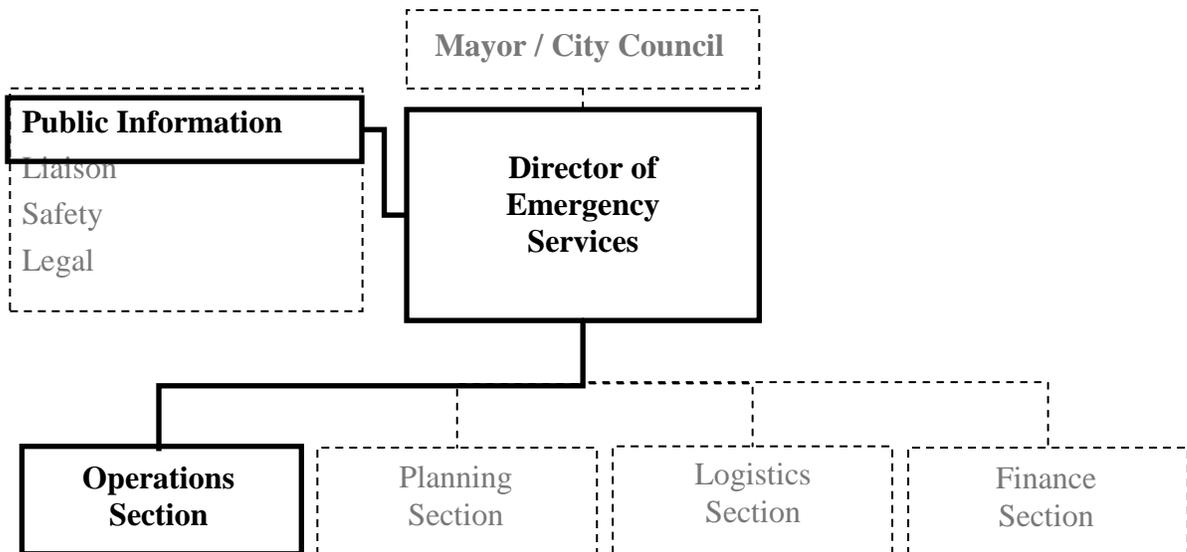
- a. City employees.
- b. Skilled individuals from other organizations.
- c. Independent volunteers.
- d. Citizens pressed into service by the director.

All of the above can be considered “emergency workers.” City employees are automatically designated as such, whereas skilled workers from other organizations, both public and private would be used depending on our agreements and their functions (i.e., other cities would be utilized under Mutual Aid, Red Cross functions under their charter, etc.).

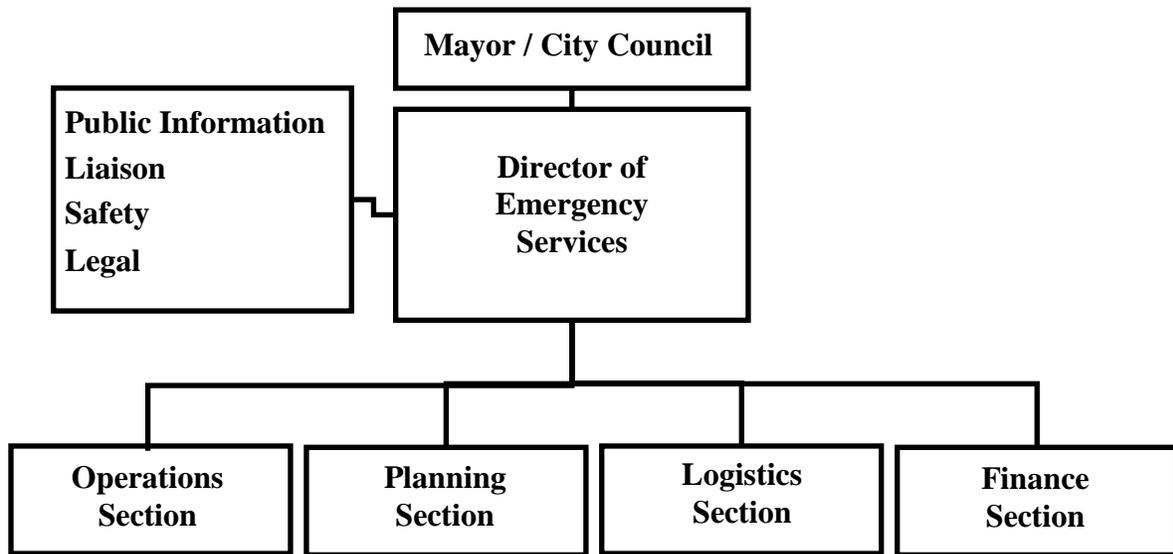
### D. Emergency Organization

During normal City operations, this emergency organization exists only on paper. But, during an emergency it is designed to be activated and expanded as the need arises.

- a. A partially activated organization would look like this:



b. A fully activated emergency organization would look like this:



## **VIII. CONTINUITY OF GOVERNMENT**

### **A. City Council**

To provide for the continuation of the Council during an emergency, the Council may make necessary appointments at the time of the emergency in accordance with state law.

### **B. City Officials**

Depending on the extent of the emergency, the normal City organization may be partially or completely replaced by the emergency organization (described on pages 35 and 36) and City officials may or may not be fully occupied with their emergency roles.

### **C. Temporary Locations**

If any City offices become unusable, the temporary designations for each City department will be used. These designations have (or will be) determined and listed in the Basic Plan and Annexes, or in the Emergency Operational Procedures provided by each department or division within the City.

## **IX. EMERGENCY POWERS**

### **A. Proclamation of an Emergency**

The Mayor has the power to declare a local emergency and to request the Governor to declare a state of emergency.

The City Council will be advised of any proclamation of the Mayor as soon as possible.

### **B. Command and Control**

Under the direction of the Mayor, the Director of Emergency Services has the power to direct staff and civilian responses, and to settle questions of authority and responsibility.

### **C. Emergency Rules and Regulations**

If necessary to protect life, property or to preserve public order and safety, the Mayor may promulgate rules and regulations, provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Council. (OHMC 1.10.090).

### **D. Resources**

In a declared emergency, the Mayor and/or the Director of Emergency Services have the authority to buy or commandeer supplies and /or equipment, and may command the aid of citizens.

### **E. Suspension of Regulations**

The Governor has the power to suspend state agency orders, rules, or regulations that may impede emergency responses.

## **X. LEGAL IMMUNITIES**

In a declared emergency, the City and its employees are immune regarding injuries as a result of actions taken during the emergency when acting as emergency workers.

## **XI. EMERGENCY COMMUNICATIONS**

During a major emergency, your ability to communicate with City emergency personnel, other organizations, and the public is critical. However, communications systems may be damaged and overloaded, making communications difficult. There are a number of communication systems available. [\(See ESF-2; Communications.\)](#)

Compass directions will be used as follows:

North: toward Deception Pass

South: toward Coupeville

East: toward Camano Island

West: toward Puget Sound – West Beach – Smith Island

## **XII. OTHER ORGANIZATIONS**

### **A. Mutual Aid**

Since Oak Harbor's resources may be stretched to exhaustion during an emergency, we have mutual aid agreements with other governments. Generally, mutual aid starts locally and ascends in this order:

1. Order of mutual aid
  - a. Island County organizations/departments
  - b. Federal Fire Northwest - NAS Whidbey Island, Fire Department
  - b. Multi-County resources
  - c. State
  - d. Federal
  - e. International

### **B. Financial Aid**

The State helps local governments cover the cost of disasters. To be eligible for this help, the City of Oak Harbor must declare a local Proclamation of Emergency, assess the damage through prescribed methods and forms, and apply for aid in a timely manner. The State office of Emergency Management, (Department of Community Development & Trade) provides details on this information. Federal aid is available through the state at the request of the Governor.

The financial aid application process requires the completion of several forms and the process can linger long after the rest of the emergency organization has been disbanded. Perseverance is imperative. It is also important to follow the proper procedures. The Finance Department, Director of Emergency Services and the City Attorney will develop procedures for this purpose.

### **C. Lines of Authority**

Lines of authority during an emergency are as follows:

1. Governor of Washington
2. Director, Washington Department of Emergency Management
3. Director, Island County Department of Emergency Services
4. Director, Emergency Services, City of Oak Harbor

### **D. Red Cross**

The role of the Red Cross is primarily to open and operate shelters for disaster victims. Other roles may include first aid, damage assessment, help with communications and providing various resources. The Red Cross usually initiates its own emergency response, but it is important to coordinate operations during any emergency responses. See [ESF-6: Mass Care](#).

### **E. Amateur Radio Operators**

The local amateur radio operators are organized and ready to assist with communications in an emergency. They hold regular meetings, drills and roll call sessions. A space is designated for them in the back-up dispatch center for I-COM at the Oak Harbor Fire Department. See [ESF-2, Communications](#).

### **F. Military**

Military aid is usually provided by the National Guard. Their role is to assist, but not substitute for, City response efforts. They can respond in crisis situations without direction from the Governor. However, this is a rare occurrence. To request help from the military, contact the County Department of Emergency Management. See [ESF-15; External Affairs](#).

### **G. Business and Industry**

The Director of Emergency Services may buy supplies and services for use during emergencies. If necessary, he may commandeer what the City needs. The goal is to plan and coordinate such activities with businesses prior to an emergency.

Additionally, businesses in our community have been encouraged to form Business Response Teams, either singly or in conjunction with a group of businesses.

**CHART OF RESPONSIBILITIES BY FUNCTION/TITLE**

TITLE	Director of Emergency Services	Operations Section	Planning Section	Logistics Section	Finance Section
Fire Chief	P	P*			
Police Chief	A	P*			
Public Works Director	A	P*			
Finance Director					P
Comptroller					A
Director, Dev. Services			P		
Harbormaster			A		
Human Resources Dir.				A	
Parks Director				P	
Fire Deputy Chief		P*			
Police Captain		P*			
Equipment & Purchasing Coordinator				P	
Building Official				A	

P – Denotes primary functional responsibility.

A – Denotes alternate responsibility in absence of primary.

\* - EOC Incident Commander dependent upon nature of incident.

- Examples
- FIRE: Earthquake, Haz-Mat, Fire, Plane Crash
  - POLICE: Civil Disorder, Demonstration, Large Public Assembly
  - PUBLIC WORKS: Major Storm, Major Utility interruption

## List of Basic Responsibilities by Major ICS Title

### DIRECTOR OF EMERGENCY SERVICES

RESPONSIBLE PARTY	- Fire Chief
ALTERNATE	- Police Chief
ALTERNATE	- Public Works Director
REPORTS TO	- Mayor/City Council
WORK AREA	- EOC

#### BASIC RESPONSIBILITIES

1. Begins the alerting process for the EOC staff.
2. Reports to the EOC.
3. Officially places the CEMP in effect.
4. Assumes over-all direction and responsibility; makes final major decisions.
5. Monitors and coordinates the situation.
6. Provides emergency alerting and mobilization instructions.
7. Carries out State policies on resource management operations.
8. Conducts de-briefing sessions.

#### STAFF SOURCE(S)

- All City staff, personnel, and resources
- Volunteers in the community
- Resources of the private sector
- Outside public agencies
- Mutual Aid agreements

### PUBLIC INFORMATION OFFICER

RESPONSIBLE PARTY	- City Administrator
ALTERNATE	- Finance Director
REPORTS TO	- Director of Emergency Services
WORK AREA	- EOC

#### BASIC RESPONSIBILITIES

1. Reports to EOC.
2. Establishes contact with news media.
3. Establish information center for the news media.
4. Provide information for all news media.
5. Assist the Director of Emergency Services, Mayor, and City Council with public information and statements of direction to the general public.

#### STAFF SOURCE(S)

- All field units for information
- Section Heads and staff of EOC

## **LIAISON**

RESPONSIBLE PARTY - Harbormaster  
ALTERNATE - Executive Assistant  
REPORTS TO - Director of Emergency Services  
WORK AREA - EOC

### **BASIC RESPONSIBILITIES**

1. Reports to the EOC.
2. Keeps status sheets on location and type of resources in use and available.
3. Compiles statistical information for the Director of Emergency Services, Council, Mayor, and PIO.
4. Maintains pertinent records of actions by Director of Emergency Services and City Council.
5. Acts as the office of record in all official matters.
6. Prepares and publishes after action reports.
7. Assists State in setting up Disaster Field office.

### **STAFF SOURCE(S)**

- City administrative assistants
- City office assistants

## **SAFETY**

RESPONSIBLE PARTY - Fire Safety Officer  
ALTERNATE - Building Official  
REPORTS TO - Director of Emergency Services  
WORK AREA - EOC

### **BASIC RESPONSIBILITIES**

1. Reports to the EOC.
2. Monitors and assesses hazardous or unsafe situations.
3. Assures personnel safety and accountability.
4. Coordinates damage assessment teams to survey structures and prepare damage assessment reports for State and Federal guidelines.
5. Coordinates the inspection and marking of hazardous structures.
6. Prepares plan for utilizing building, planning, and engineering department staff for comprehensive damage assessment.
7. Coordinates with the utility companies on damage assessments.
8. Insures collection of and reporting information.

### **STAFF SOURCE(S)**

- Fire personnel
- Development Services personnel
- Section heads & field personnel
- General public assigned to assessment teams

## **LEGAL**

RESPONSIBLE PARTY - City Attorney  
ALTERNATE - Assistant City Attorney  
REPORTS TO - Director of Emergency Services  
WORK AREA - EOC

### **BASIC RESPONSIBILITIES**

1. Reports to the EOC.
2. Prepares proclamations, emergency ordinances, and other legal documents required by the City Council, Mayor, and Director of Emergency Services.
3. Advises the Director of Emergency Services, the City Council, and the Mayor on the legality and/or legal implications of contemplated emergency actions.
4. Develops the rules, regulations, and laws required for acquisition and/or control of critical resources.
5. Develops or revises necessary ordinances and regulations to provide legal basis for evacuation.

### **STAFF SOURCE(S)**

- City Legal personnel
- City office assistants
- Other attorneys in area

## **OPERATIONS SECTION HEAD/EOC INCIDENT COMMANDER**

RESPONSIBLE PARTY - Fire Chief  
- Police Chief  
- Public Works Director  
- Fire Department Deputy Chief  
- Police Captain  
(Nature of incident dictates)  
ALTERNATE - Ranking member of lead department  
REPORTS TO - Director of Emergency Services  
WORK AREA - EOC

### **BASIC RESPONSIBILITIES**

1. Reports to the EOC.
2. Assumes operational command.
3. Directs and coordinates Operations Section response units functions.
4. Orders damage assessment survey(s).
5. Evaluates/acts on operational information from Incident Command location(s).
6. Determines tactical operational policy (offensive or defensive).
7. Coordinates all emergency efforts.
8. Keeps the Director of Emergency Services and Public Information officer informed.

### **STAFF SOURCE(S)**

- Department heads, assistants, section heads and clerical staff

## **PLANNING SECTION HEAD**

RESPONSIBLE PARTY - Development Services Director  
ALTERNATE - Harbormaster  
REPORTS TO - Director of Emergency Services  
WORK AREA - EOC

### **BASIC RESPONSIBILITIES**

1. Reports to EOC.
2. Manages information collection for graphic display.
3. Displays situation and operational information in the EOC using maps and other visual aids.
4. Evaluates situation information and damage assessments.
5. Disseminates situation intelligence to the Director, Operations Head, and Public Information Officer.
6. Prepares summary reports of the situation for County and State officials.
7. Develops post disaster plans.
8. Prepares after-action reports and assists in de-briefing.

### **STAFF SOURCE(S)**

- Development Services personnel
- All employees as informational source
- General public, news media information
- Clerical staff

## **LOGISTICS SECTION HEAD**

RESPONSIBLE PARTY - Equipment & Purchasing Coordinator  
ALTERNATE - Building Official  
REPORTS TO - Director of Emergency Services  
WORK AREA - EOC

### **BASIC RESPONSIBILITIES**

1. Reports to the EOC.
2. Coordinates food needs for emergency workers.
3. Facilitate sending of messages via radio, phone, and runners.
4. Relays EOC messages.
5. Establish and maintain agreements to use specified buildings as temporary morgues.
6. Coordinates community volunteers.

### **STAFF SOURCE(S)**

- City Clerk
- Parks recreation staff
- Volunteers of community
- Red Cross, Military

## **FINANCE SECTION HEAD**

RESPONSIBLE PARTY - Finance Director  
ALTERNATE - Comptroller  
REPORTS TO - Director of Emergency Services  
WORK AREA - EOC

### **BASIC RESPONSIBILITIES**

1. Reports to the EOC.
2. Maintains fiscal records of all expenditures.
3. Maintains records of hours worked by paid personnel.
4. Ensures departments maintain proper records supporting assistance claims.
5. Coordinates and verifies damage assessment valuations of property loss.
6. Prepares applications and claims for Federal or State assistance.
7. Advises the financial procedures on procurement of supplies and equipment.
8. Evaluate, reallocate and redistributes available resources.
9. Arranges for leasing or rental of equipment required to facilitate recovery.
10. Keeps all pertinent records.
11. Works with State in setting up Disaster Application Centers.

### **STAFF SOURCE(S)**

- Finance department personnel
- Qualified personnel in the private sector

## Action Checklist: Director of Emergency Services

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City Council/Mayor

***Dir. Of Emergency Services*** ***pg. 48***

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Costs	pg. 73

**YOUR RESPONSIBILITY:** Overall command of the City’s emergency response effort. See pages 42 and 44.

**What You Should Do:**

- Obtain briefing from section heads and/or field command staff
- Identify yourself as Director of Emergency Services (list on the organization chart in the EOC) and wear the identifying vest
- Read this entire checklist
- Assess the situation
- Define the problem
- Appoint and brief the section heads as needed:  
      Operations     Planning     Logistics     Finance
- Establish the priorities (see page 36)
- Develop a strategy with the section heads:
  - Overall strategy (offensive/defensive)
  - Need for evacuation
  - Estimate of incident duration
  - “State of Emergency” declaration
- Direct staff to perform their checklist functions
- Coordinate activities of section heads
- Inform general public
- Determine availability of:
  - Personnel (see Emergency Resources list)     Relief personnel
  - Special Equipment (see inventory list)     Citizen welfare/shelter
- Request incident action plan from planning section
- Conduct incident action plan briefing with:
  - Operations head     Planning head     Logistics head     Finance head
- Execute incident action plan
- Establish liaison as needed:
  - Other cities     County DES
  - State DEM     Federal
- Evaluate progress of emergency efforts: (set time period review at \_\_\_\_\_ hours)
- Revise incident plan as needed
- Direct Planning head to develop demobilization plan when needed
- Release personnel from EOC as planned
- Re-check this checklist and refer to text of the Emergency Plan as needed

## Action Checklist: Public Information Officer

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**YOUR RESPONSIBILITY:** Responsible for the City’s emergency response effort as outlined on pages 42 and 43.

**What You Should Do:**

- \_\_\_ Obtain situation briefing from the Director of Emergency Services
- \_\_\_ Identify yourself as Public Information Officer on the organization chart in the EOC and wear the identifying vest
- \_\_\_ Read this entire checklist
- \_\_\_ Assess the situation
- \_\_\_ Appoint and brief staff as needed
- \_\_\_ Check on information restrictions with the Director of Emergency Services
- \_\_\_ Set up an area (with telephones) designated only for the news media
- \_\_\_ Make a checklist of news media personnel and agencies to contact:
  - \_\_\_ Local news    \_\_\_ TV    \_\_\_ County DES
  - \_\_\_ Radio        \_\_\_ State    \_\_\_ Wire services
- \_\_\_ Establish liaison with local, county, and state agencies for uniformity of news releases, as needed
- \_\_\_ Assemble and prepare releases
- \_\_\_ Observe constraints on information release
- \_\_\_ Obtain approval from the Director of Emergency Services on all releases
- \_\_\_ Transmit and post releases in the EOC and the Policy Room
- \_\_\_ Update information
- \_\_\_ Prepare post-incident releases and/or summary information for media
- \_\_\_ Maintain activity log
- \_\_\_ When directed, secure your operations and replenish supplies
- \_\_\_ Review CEMP
- \_\_\_ Forward all reports to the Director of Emergency Services

## Action Checklist: Liaison

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**YOUR RESPONSIBILITY:** Responsible for the City’s emergency response effort as outlined on pages 42 and 44.

**What You Should Do:**

- \_\_\_ Obtain situation briefing from the Director of Emergency Services
- \_\_\_ Identify yourself as Liaison Officer (on the organization chart in the EOC and wear the identifying vest)
- \_\_\_ Read this entire checklist
- \_\_\_ Identify outside agency representatives from each agency – include communications link and location
- \_\_\_ Respond to question from incident personnel for inter-organizational contacts
- \_\_\_ Monitor incident operations to identify current or potential inter-agency problems
- \_\_\_ Maintain activity log
- \_\_\_ Prepare to notify outside agencies of event conclusion, as needed
- \_\_\_ Review CEMP
- \_\_\_ Forward all reports to Director of Emergency Services

## Action Checklist: Safety

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**YOUR RESPONSIBILITY:** Responsible for the City’s emergency response effort as outlined on pages 42 and 44.

**What You Should Do:**

- \_\_\_ Obtain situation briefing from the Director of Emergency Services
- \_\_\_ Identify yourself as Safety (on the organization chart in the EOC and wear the identifying vest)
- \_\_\_ Read this entire checklist
- \_\_\_ Identify hazardous or potentially hazardous situations
- \_\_\_ Participate in planning meetings
- \_\_\_ Review incident action plans
- \_\_\_ Exercise authority to stop and prevent unsafe acts
- \_\_\_ Check status of Emergency shelters
- \_\_\_ Check for damaged/unsafe buildings
- \_\_\_ Investigate accidents
- \_\_\_ Review CEMP
- \_\_\_ Maintain activity log
- \_\_\_ Forward all reports to Director of Emergency Services

## Action Checklist: Legal

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**YOUR RESPONSIBILITY:** Overall Responsible for the City’s emergency response effort as outlined on pages 42 and 45.

**What You Should Do:**

- \_\_\_ Obtain situation briefing from the Director of Emergency Services
- \_\_\_ Identify yourself as the Legal Advisor (on the organization chart in the EOC and wear the identifying vest)
- \_\_\_ Read this entire checklist
- \_\_\_ Assess the situation
- \_\_\_ Appoint and brief staff, as needed
- \_\_\_ Ensure that a declaration of local emergency is made in a timely manner
- \_\_\_ Ensure that application for financial aid is made within the guidelines required by the State
- \_\_\_ Review City Code, State Law, WAC, and the CEMP
- \_\_\_ Consult and collaborate with section heads
- \_\_\_ Establish areas of legal responsibility and/or potential liabilities
- \_\_\_ Attend meetings as necessary
- \_\_\_ Maintain activity log
- \_\_\_ When ordered, secure your operation and replenish supplies as needed
- \_\_\_ Forward all reports to the Director of Emergency Services

## Action Checklist: Operations Section Head

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**YOUR RESPONSIBILITY:** Coordinate emergency operation units; Fire, Police, Public Works, Utilities, Health & Welfare, and Communications. Activate operations element of the action plan.

**Note:** This position can be filled by more than one person, if needed for a joint operational command. See pages 42 and 45.

**What You Should Do:**

- \_\_\_ Obtain briefing from the Director of Emergency Services
- \_\_\_ Identify yourself/yourselfs as Operations Section Head (on the organization chart in the EOC and wear the identifying vest(s))
- \_\_\_ Read this entire checklist
- \_\_\_ Open work area, check phones, radios, (identify EOC-Operations)
- \_\_\_ Develop operations portion of the action plan
- \_\_\_ Assign and brief operations personnel in accordance with the action plan
- \_\_\_ Coordinate operations
- \_\_\_ Determine needs and request resources as appropriate
- \_\_\_ Review resource lists and initiate deployment as needed by Operations units
- \_\_\_ Report information, regarding special events, activities, occurrences or problems to the Director of Emergency Services
- \_\_\_ Maintain activity log
- \_\_\_ When directed, secure operations position and replenish supplies
- \_\_\_ Review CEMP
- \_\_\_ Forward all reports to the Director of Emergency Services

## Action Checklist: Fire Unit

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**YOUR RESPONSIBILITY:** Coordinate fire field forces. Establish needs and provide resources.

**What You Should Do:**

- \_\_\_ Obtain a briefing from Operations Section Head
- \_\_\_ Identify yourself as Fire (on the organization chart in the EOC and wear the identifying vest)
- \_\_\_ Read this entire checklist
- \_\_\_ Open work area, check phones, radios, (identify EOC-Fire)
- \_\_\_ Assess situation
- \_\_\_ Appoint and brief staff as needed
- \_\_\_ Report situation/status to Operations
- \_\_\_ Consult with Operations Units:
  - \_\_\_ Police
  - \_\_\_ Public Works
  - \_\_\_ Utilities
  - \_\_\_ Health & Welfare
- \_\_\_ Maintain activity log
- \_\_\_ Maintain status of fire equipment availability
  - \_\_\_ Call off duty personnel
  - \_\_\_ Call mutual aid
  - \_\_\_ Ensure relief, food, and rest for working crews
- \_\_\_ Review CEMP
- \_\_\_ Forward all reports to Operations Head

## Action Checklist: Police Unit

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**YOUR RESPONSIBILITY:** Protect lives and property, enforce laws and declared orders, control traffic, and combat crime.

**What You Should Do:**

- \_\_\_ Obtain briefing from Operations Section Head
- \_\_\_ Identify yourself as Police (on the organization chart in the EOC and wear the identifying vest)
- \_\_\_ Read this entire checklist
- \_\_\_ Open work area, check phones and radios (identify EOC – Police)
- \_\_\_ Assess situation
- \_\_\_ Appoint and brief staff as needed
- \_\_\_ Report situation / status to Operations
- \_\_\_ Consult with Operations Units
  - \_\_\_ Fire
  - \_\_\_ Public Works
  - \_\_\_ Health & Welfare
  - \_\_\_ Utilities
- \_\_\_ Call off-duty personnel as needed
- \_\_\_ Assess need for police mutual aid, as liaison officer for assistance in this contact
- \_\_\_ Check food and rest needs for crews
- \_\_\_ Maintain activity log
- \_\_\_ Review CEMP
- \_\_\_ Forward all reports to Operations Section Head





## Action Checklist: Health & Welfare Unit

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**YOUR RESPONSIBILITY:** Provide staffing and coordination for public shelter.

**What You Should Do:**

- \_\_\_ Obtain briefing from the Operations Section Head
- \_\_\_ Identify yourself as Health & Welfare (on the organization chart in the EOC and wear the identifying vest)
- \_\_\_ Read this entire checklist
- \_\_\_ Open work area, joint with the Red Cross; check phones
- \_\_\_ Review incident action plan
- \_\_\_ Report situation-status to Operations
- \_\_\_ Coordinate with Red Cross in providing personnel to staff public shelters
- \_\_\_ Notify Red Cross of needs and coordinate activities
- \_\_\_ Verify shelter locations
- \_\_\_ Establish public notification for aid requests
  - \_\_\_ Phone #    \_\_\_ Contact person
- \_\_\_ Contact County DES for long term assistance through State
- \_\_\_ Check with amateur radio operators in the EOC regarding public welfare inquiries. (Citizen runners will carry individual welfare messages to amateur radio operators at strategic locations)
- \_\_\_ Review CEMP
- \_\_\_ Maintain activity log
- \_\_\_ Forward all reports to Operations Section Head

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**YOUR RESPONSIBILITY:** Collection, evaluation, dissemination, and use of information about the development of the incident and the status of resources. See pages 42 and 56.

**What You Should Do:**

- \_\_\_ Obtain briefing from the Director of Emergency Services
- \_\_\_ Identify yourself as Planning Section Head (on the organization chart and wear the identifying vest)
- \_\_\_ Read this entire checklist
- \_\_\_ Open work area, check phones
- \_\_\_ Appoint Planning Section units as needed
- \_\_\_ Establish information requirements and reporting schedules
- \_\_\_ Assemble information on alternate strategies
- \_\_\_ Identify need for use of special resources
- \_\_\_ Provide periodic predictions on incident potential
- \_\_\_ Compile and display incident status summary information
- \_\_\_ Supervise planning section units:
  - \_\_\_ Resource unit leader
  - \_\_\_ Situation unit leader
  - \_\_\_ Display processor
  - \_\_\_ Field observer(s)
  - \_\_\_ Documentation unit leader
  - \_\_\_ Technical specialist(s)
- \_\_\_ Prepare recommendations for release of resources
- \_\_\_ Review the CEMP
- \_\_\_ Maintain activity log
- \_\_\_ Forward all reports to the Director of Emergency Services

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**YOUR RESPONSIBILITY:** Maintain an inventory of available personnel, equipment, vehicles, etc. and display inventory status in the EOC.

**What You Should Do:**

- \_\_\_ Obtain briefing from Planning Section Head
- \_\_\_ Read this entire checklist
- \_\_\_ Review incident action plan
- \_\_\_ Display organizational chart
- \_\_\_ Establish inventory of resources
  - \_\_\_ Operations    \_\_\_ Personnel
  - \_\_\_ Equipment    \_\_\_ Logistics
- \_\_\_ Deliver inventory information to the Planning Section Head
- \_\_\_ Post resources in the EOC
- \_\_\_ Maintain incident resources status log
- \_\_\_ Provide resources summary to situation unit
- \_\_\_ Maintain activity log
- \_\_\_ Review CEMP
- \_\_\_ Forward all reports to Planning Section Head

## Action Checklist: Situation Unit

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**YOUR RESPONSIBILITY:** Collect and organize incident situations and status information. Provide display of information in the EOC.

**What You Should Do:**

- \_\_\_ Obtain briefing from Planning Section Head
- \_\_\_ Read this entire checklist
- \_\_\_ Review incident action plan
- \_\_\_ Prepare EOC Situation/Status display boards
- \_\_\_ Assign other personnel as needed
- \_\_\_ Collect incident data
  - \_\_\_ Address and nature of incidents
  - \_\_\_ Status of each incident
  - \_\_\_ Special Hazards
  - \_\_\_ Persons Evacuated
  - \_\_\_ Shelter activation(s)
  - \_\_\_ Persons injured
  - \_\_\_ Persons dead
  - \_\_\_ Property damage in est. \$ loss
  - \_\_\_ City Resources used
  - \_\_\_ Outside agencies assisting
- \_\_\_ Update situation/status boards at regular intervals (2 hour minimums)
- \_\_\_ Participate in planning section meetings
- \_\_\_ Maintain activity log
- \_\_\_ Assist Planning Section Head in collecting and organizing data from:
  - \_\_\_ Operations    \_\_\_ Logistics    \_\_\_ Director    \_\_\_ Finance
- \_\_\_ Review the CEMP
- \_\_\_ Forward all reports to the Planning Section Head

## Action Checklist: Documents Unit

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**YOUR RESPONSIBILITY:** Maintain complete incident files and provide duplication services.

**What You Should Do:**

- \_\_\_ Obtain briefing from the Planning Section Head
- \_\_\_ Read this entire checklist
- \_\_\_ Establish incident files
- \_\_\_ Establish duplication service and respond to requests
- \_\_\_ Retain and file duplicate copies of official forms
- \_\_\_ Check accuracy of records
- \_\_\_ Correct errors by checking with appropriate EOC personnel
- \_\_\_ Prepare reports/documents as requested by the Planning Section Head
- \_\_\_ Restore City documents and files after incident
- \_\_\_ Maintain activity log
- \_\_\_ Review CEMP
- \_\_\_ Forward all reports to the Planning Section Head

## Action Checklist: Demobilization Unit

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**YOUR RESPONSIBILITY:** Prepare the demobilization plan to ensure an orderly transition from emergency to day-to-day status.

**What You Should Do:**

- \_\_\_ Obtain briefing from Planning Section Head
- \_\_\_ Read this entire checklist
- \_\_\_ Obtain resource inventory
- \_\_\_ Review incident action plan
- \_\_\_ Prepare demobilization plan
  - \_\_\_ Work station re-supplies
  - \_\_\_ Forwarding of final reports
  - \_\_\_ Release of EOC units/sections
  - \_\_\_ Final status of field units
  - \_\_\_ Identify resource needs of remaining sections
  - \_\_\_ Clean up of EOC
- \_\_\_ Monitor demobilization plan
- \_\_\_ Maintain activity log
- \_\_\_ Review CEMP
- \_\_\_ Forward all reports to the Planning Section Head

## Action Checklist: Logistics Section Head

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**YOUR RESPONSIBILITY:** Provide facilities services and materials for incident support. See pages 42 and 46.

**What You Should Do:**

- \_\_\_ Obtain briefing from the Director of Emergency Services
- \_\_\_ Identify yourself as the Logistics Section Head (on organization chart in the EOC and wear the identifying vest)
- \_\_\_ Read this entire checklist
- \_\_\_ Open work area, check phones
- \_\_\_ Appoint Logistics section units as needed
- \_\_\_ Advise Resource unit of Logistics Section activation
- \_\_\_ Participate in preparation of Incident Action Plan
- \_\_\_ Identify service and support requirements for expected operations
- \_\_\_ Coordinate and process requests for resources
- \_\_\_ Advise on current service and support capabilities
- \_\_\_ Supervise Unit leaders:
  - \_\_\_ Supply    \_\_\_ Facilities    \_\_\_ Food    \_\_\_ Transportation
- \_\_\_ Coordinate demobilization with Planning Section
- \_\_\_ Maintain activity log
- \_\_\_ Review CEMP
- \_\_\_ Forward all reports to the Director of Emergency Services

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**YOUR RESPONSIBILITY:** Order personnel, equipment, and supplies. Receive and store all supplies for the incident.

**What You Should Do:**

- \_\_\_ Obtain briefing from the Logistics Section Head
- \_\_\_ Read this entire checklist
- \_\_\_ Participate in logistics section planning
- \_\_\_ Provide/monitor EOC supplies and materials
- \_\_\_ Advise on resources available in City inventory
- \_\_\_ Assign personnel as needed to ensure material supply:
  - \_\_\_ MOC    \_\_\_ City Hall    \_\_\_ Public Safety Building    \_\_\_ Incident site(s)
- \_\_\_ Receive and respond to requests for supplies
- \_\_\_ Maintain inventory of supplies
- \_\_\_ Submit briefing reports to Logistics Section Head
- \_\_\_ Maintain activity log
- \_\_\_ Re-supply as needed prior to demobilization
- \_\_\_ Review CEMP
- \_\_\_ Forward all reports to Logistics Section Head

## Action Checklist: Facilities Unit

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**YOUR RESPONSIBILITY:** Provide sleeping and relaxation areas for EOC and Policy room staff. Advise on facilities for public shelters for City personnel and public as needed.

### **What You Should Do:**

- \_\_\_ Obtain briefing from Logistics Section Head
- \_\_\_ Read this entire checklist
- \_\_\_ Review incident action plan.
- \_\_\_ Determine facilities requirements
  - \_\_\_ Sleeping areas
  - \_\_\_ Lighting/heating/cooling/sanitation/Public Works needs
- \_\_\_ Advise Logistics Head regarding shelter capacities for public
- \_\_\_ Maintain activity log
- \_\_\_ Review CEMP
- \_\_\_ Forward all reports to the Logistics Section Head

## Action Checklist: Transportation Unit

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**YOUR RESPONSIBILITY:** Provide vehicles to move people to and from the incident scene(s), and for public evacuation.

**What You Should Do:**

- \_\_\_ Obtain briefing from Logistics Section Head
- \_\_\_ Read this entire checklist
- \_\_\_ Review incident action plan
- \_\_\_ Provide inventory of transport vehicles
  - \_\_\_ Cars
  - \_\_\_ Buses (School and Transit)
  - \_\_\_ Light Trucks
  - \_\_\_ Heavy Trucks
  - \_\_\_ Helicopters
- \_\_\_ Advise logistics of transport capabilities
- \_\_\_ Establish staging area(s) for vehicles.
- \_\_\_ Provide mobile refueling capabilities
- \_\_\_ Establish remote communications with staging area(s)
- \_\_\_ Maintain activity log
- \_\_\_ Review CEMP
- \_\_\_ Forward all reports to the Logistics Section Head

## Action Checklist: Communications Unit

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**YOUR RESPONSIBILITY:** Develop plans for assuring that the EOC communications system functions adequately. This includes messages, radios, telephones and television.

**What You Should Do:**

- Obtain briefing from Logistics Section Head
- Read this entire checklist
- Advise on EOC communication capabilities/standby capabilities
- Call radio amateurs if needed
- Confirm with logistics on emergency fuel supply and re-supply if needed
- Ensure that communications supplies are on hand
- Notify appropriate City staff of emergency status (“the EOC has been activated due to \_\_\_\_\_ and will remain activated until further notice. Refer to the EOC activation phone lists for telephone numbers.”)
- Route all incoming messages to the EOC staff
- Assign message runners as needed
- Activate public warning systems as directed by Operations
- Ensure that outgoing messages are transmitted promptly
- Maintain activity log
- Review CEMP
- Re-supply work station prior to demobilization
- Forward all reports to Logistics Section Head

## Action Checklist: Food Unit

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**YOUR RESPONSIBILITY:** Feeding of EOC and City Employee personnel, City Emergency volunteer workers.

**What You Should Do:**

- \_\_\_ Obtain briefing from Logistics Section Head
- \_\_\_ Read this entire checklist
- \_\_\_ Advise on food supply on hand
- \_\_\_ Determine the best method of feeding.
- \_\_\_ Plan menu
- \_\_\_ Assign food preparers if needed
- \_\_\_ Establish feeding schedule
- \_\_\_ Keep inventory of food on hand; re-order as needed
- \_\_\_ Check staging areas and incident(s) for food and water
- \_\_\_ Maintain activity log
- \_\_\_ Review CEMP
- \_\_\_ Re-stock food supply upon demobilization
- \_\_\_ Forward all reports to Logistics Section Head

## Action Checklist: Finance Section Head

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**YOUR RESPONSIBILITY:** All financial and cost analysis of the incident and the supervision of members of the Finance Section. See pages 42 and 47.

**What You Should Do:**

- Obtain briefing from the Director of Emergency Services
- Identify yourself as Finance Section Head (on the organization chart in the EOC and wear the identifying vest)
- Read this entire checklist
- Attend planning meeting to gather information on overall strategy
- Organize Finance section:
  - Time Unit
  - Compensation/claims Unit
  - Cost Unit
- Inform the Director of Emergency Services when section is fully operational
- Provide input in all plans for financial and cost analysis
- Maintain contact with agency(s) of financial matters
- Properly prepare and complete all financial obligation documents
- Review CEMP
- Before demobilization, establish a plan to follow through with all business management issues
- Maintain activity log
- Forward all reports to Director of Emergency Services

## Action Checklist: Time Unit

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**YOUR RESPONSIBILITY:** Keep track of the hours worked by paid personnel, and the hours that various pieces of equipment are used.

**What You Should Do:**

- \_\_\_ Obtain briefing from Finance Section Head
- \_\_\_ Read this entire checklist
- \_\_\_ Establish and maintain a file for employee time reports. For each person, it should include:
  - \_\_\_ Correct identification
  - \_\_\_ Specific pay provisions
  - \_\_\_ Hours worked
  - \_\_\_ Travel
  - \_\_\_ Termination of involvement in the incident
- \_\_\_ Establish and maintain:
  - \_\_\_ City equipment Time and Mileage
  - \_\_\_ Rented equipment contracts
- \_\_\_ Keep time records for each shift
- \_\_\_ Make sure time reports are appropriately signed
- \_\_\_ Close out a person's time records before he or she is released from the incident
- \_\_\_ Maintain activity log
- \_\_\_ Review CEMP
- \_\_\_ Forward all reports to the Finance Section Head

## Action Checklist: Compensation/Claims Unit

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**YOUR RESPONSIBILITY:** Manage compensation for injuries and claims arising out of the incident.

**What You Should Do:**

- Obtain briefing from Finance Section Head
- Read this entire checklist
- Establish contact with the Safety Officer and Liaison Officer (or agency representatives if no Liaison is assigned)
- Assign staff as needed
- Brief your staff
- Periodically review logs and forms produced by your unit to ensure:
  - Completeness
  - Accuracy
  - Timeliness
  - Compliance with procedures and policies
- Keep Finance Section Head briefed on unit activities
- Obtain Demobilization Plan
- Before demobilizing, make sure that all logs and forms are:
  - Complete
  - Current
  - Routed correctly for post-incident processing
- Maintain activity log
- Review CEMP
- Forward all reports to Finance Section Head

## Action Checklist: Costs Unit

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**YOUR RESPONSIBILITY:** Collect all cost data, perform cost effective analyses, provide cost estimates and cost saving recommendations; prepare and process checks for payment during disaster.

**What You Should Do:**

- \_\_\_\_\_ Obtain briefing from the Finance Section Head
- \_\_\_\_\_ Read this entire checklist
- \_\_\_\_\_ Obtain and record all cost data
- \_\_\_\_\_ Prepare incident cost summaries
- \_\_\_\_\_ Prepare cost estimates for planning
- \_\_\_\_\_ Make recommendations for cost savings to Finance Section Head
- \_\_\_\_\_ Maintain cumulative incident cost records
- \_\_\_\_\_ Prepare check vouchers for payment
- \_\_\_\_\_ Ensure accuracy of documents
- \_\_\_\_\_ Complete all records prior to complete demobilization
- \_\_\_\_\_ Maintain activity log
- \_\_\_\_\_ Review CEMP
- \_\_\_\_\_ Forward all reports to the Finance Section Head

**EMERGENCY ACTIVATION NOTIFICATION GUIDE**

This checklist is to serve as a guide for notification of key personnel in the event an emergency occurs that would require activating the EOC in the City of Oak Harbor.

**A. Determine which location for the EOC will be activated:**

- Primary - Oak Harbor Fire Station, 855 East Whidbey Avenue
- Alternate - Mobile Command Trailer
- Alternate - Oak Harbor City Hall, 865 SE Barrington Drive
- Alternate - Oak Harbor Public Works, 1400 NE 16<sup>th</sup> Avenue

**NOTIFICATION CHECKLIST**

**B. Alert one person in each of the following groups:**

Group One

- Mayor
- City Administrator
- Director of Emergency Services/Fire Chief

Group Two

- Fire Chief
- Fire Deputy Chief
- On-Duty Fire Lieutenant / Shift Officer

Group Three

- Police Chief
- Police Captain
- On-Duty Sergeant

Group Four

- Public Works Director
- Deputy Public Works Director
- Duty Utility Person

**C. Alert the following department heads, as needed:**

- Human Resources Director
- Finance Director
- Development Services Director
- Senior Services Director
- City Attorney
- Harbormaster

**D. Alert the following personnel or agencies as directed:**

- \_\_\_ City Council (Mayor Pro Tem or Council)
- \_\_\_ All other personnel as needed, by department

**E. Alert the following through I-COM dispatch**

- \_\_\_ American Red Cross
- \_\_\_ ARES or Amateur Radio Group
- \_\_\_ Island County DES
- \_\_\_ Puget Sound Energy for Natural Gas and Electricity – through I-COM
- \_\_\_ Verizon – through I-COM
- \_\_\_ Comcast – through I-COM
- \_\_\_ Island Transit

**INCIDENT ACTION PLAN**

A. Strategy (Offensive or Defensive)

B. Statement of Priorities (refer to [Basic Plan, Appendix 1](#) and [Appendix 2.](#))

C. Task Assignments and Timetables

D. Action Plan Review Process at \_\_\_\_\_ hours.

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## APPENDIX 2

# DIRECTION AND CONTROL/ CONTINUITY OF GOVERNMENT

## DIRECTION AND CONTROL

### I. PURPOSE

To provide guidance for the direction, control, and coordination of emergency management activities within the City of Oak Harbor.

### II. CONCEPT OF OPERATIONS

#### **A. Direction and Control**

1. The Director of Emergency Services (Fire Chief) is responsible for the overall direction and control of the emergency preparedness activities for the City of Oak Harbor. The authority for direction and control of the organization and administration of the emergency preparedness program is found in RCW 38.52 and OHMC 1.10.040.
2. The Director of Emergency Services is responsible for ensuring emergency preparedness activities, response to emergencies and disasters, and the coordination of the recovery from emergencies and disasters are effectively carried out within the City of Oak Harbor.
3. Each Oak Harbor City Department shall have a pre-established location and an alternate from which to establish direction and control of its respective activities in a disaster. This location may be the EOC or other suitable location, depending upon the magnitude and circumstances associated with the event. If the location established is not the EOC, the individual in charge will be responsible for documenting staff activities and maintaining active communication with the EOC regarding status and resource needs.
4. The City Council is responsible for City-wide policy decisions. The Emergency Preparedness Council provides policy recommendations to the City Council during times of emergency or disaster.
5. The day-to-day organizational structure of City departments shall be maintained as much as practical during emergency and disaster operations. Each City department shall have a line of succession to the department director/head.

**B. Coordination**

1. The Department of Emergency Services is the lead agency for facilitating the coordination of emergency preparedness activities among local, state, federal, and private sector agencies with the City of Oak Harbor.
2. Each City department shall provide personnel to staff the EOC upon request and shall establish a call-out list for rapid mobilization of the department and staffing of the EOC.
3. Each employee is responsible to notify their department of any home phone number or address changes that would affect this call-out list. (A confidential employee phone list to be on file at the EOC.)
4. Each employee is responsible to advise the City at the earliest opportunity of his/her location and availability in the event of an emergency or disaster.
5. The Department of Emergency Services will coordinate the contacting of families of employees in the event of an emergency or disaster.

**C. Facilities**

1. The Oak Harbor Fire Headquarters Station 81 is located at 855 East Whidbey Avenue, and serves as the primary EOC for the City. The 1<sup>st</sup> alternate EOC location is Oak Harbor Public Works located at 1400 NE 16<sup>th</sup> Avenue and the 2<sup>nd</sup> alternate EOC location is Oak Harbor City Hall, 865 SE Barrington Drive. The primary EOC and 1<sup>st</sup> alternate location are capable of being staffed 24 hours a day and has back-up power.
2. Other alternate locations for an EOC may be identified as the situation warrants.
3. The Director of Emergency Services is responsible for developing and maintaining EOC Guidelines, facility equipment, and supplies.

**D. On-Scene Management**

1. On-scene management of emergencies will follow the Incident Command System (ICS), as published by the National Fire Academy and the National Emergency Management Institute. The functions of the Incident Command System include but are not limited to:
  - a. Incident Commander – Directs on-scene operations.
  - b. Safety Officer – Oversees safety of operations at the scene.
  - c. Liaison Officer – Coordinates information and support function groups.
  - d. Public Information Officer – Media relations and emergency public information.
  - e. Operations Support – Perimeter control, evacuation, rescue, clean-up, emergency medical, decontamination.
  - f. Logistics Support – Communications, transportation, supplies, special equipment.
  - g. Planning Support – Situation reports, resources, documentation, technical advisors.
  - h. Finance/Administrative Support – Contracts, time keeping, cost analysis, compensation, and claims.
  
2. The Incident Commander is the on-scene manager responsible for direction and control at the scene of the incident. The Incident Commander shall utilize the positions within the Incident Command System as deemed necessary at the time of the incident. The Incident Command System should only be activated to the level necessary for efficient operations. It is the responsibility of the Incident Commander to:
  - a. Assess the situation.
  - b. Develop incident objectives, action plans and priorities.
  - c. Ensure safety issues are addressed.
  - d. When activated, contacts the EOC to request necessary resources.

3. When more than one agency is involved in the response at the scene, the Incident Commander and other responding agencies should coordinate to ensure each agency's objectives are identified. Personnel working in support of the Incident Commander will maintain the normal chain of command through their respective agency and will carry out tasks through on-site command personnel or the EOC when instructed.
4. Washington Administrative Code (WAC) 296-824 requires the Incident Command System be used in responses to hazardous materials incidents and outlines specific requirements of the Incident Commander.
5. The Incident Commander may appoint a Public Information Officer when the situation warrants, to work with the news media at the incident scene. This may include coordinating media releases and arranging contacts between the media and response agencies. When possible, information released to the media should be coordinated through the EOC. The Public Information Officer shall be responsible for communicating released information to the EOC.

#### **E. Proclamation of Local Emergency**

1. The Proclamation of Local Emergency is made by the Mayor and is the legal method which authorizes the use of extraordinary measures to accomplish tasks associated with disaster response. The Proclamation is normally a prerequisite to state and federal disaster assistance. The City Council will be advised of the proclamation as soon as is practical for their information.
2. The City of Oak Harbor is a non-chartered code City. As such, RCW 35A states the succession of authority by which proclamations may be issued. In the absence of the Mayor, such proclamations may be made by the Mayor Pro Tem.
3. The Proclamation authorizes the City to take necessary measures to combat a disaster, protect persons and property, provide emergency assistance to victims of the disaster, and exercise the powers vested in RCW 38.52.070 without regard to formalities prescribed by law (with the exception of mandatory constitutional requirements). These include but are not limited to:
  - Budget law limitations
  - Competitive bidding processes
  - Publication of notices
  - Provisions pertaining to the performance of public work
  - Entering into contracts
  - Incurring obligations
  - Employment of temporary workers
  - Rental of equipment
  - Purchase of supplies and materials
  - Levying of taxes
  - Expenditures of public funds

4. The Director of Emergency Services, in cooperation with the City Attorney, shall be responsible for the preparation of emergency proclamations (see [Appendix 2: “Proclamation of Emergency” Example](#)).
5. The Director of Emergency Services is responsible for the notification of appropriate county, state, and federal agencies following any proclamation of emergency.

**F. Request for Emergency Assistance**

1. In the event a situation is beyond the capability of local and pre-designated mutual aid resources, the Director of Emergency Services or his/her designee will request additional resources through the Island County Department of Emergency Services for county, state and federal assistance as necessary.
2. Requests to the Governor to declare a State of Emergency are made by the Mayor directly to the Governor or through the Island County Department of Emergency Services. This declaration by the Governor is necessary to obtain federal disaster relief funds.

**III. RESPONSIBILITIES**

**A. Mayor**

1. Makes Proclamation of Local Emergency.
2. Provides for briefing of the City Council.

**B. Director of Emergency Services (Fire Chief)**

1. Provides overall direction and control of City emergency operations.
2. Prepares Proclamation of Local Emergency in cooperation with the City Attorney.
3. Makes necessary notifications following proclamations.
4. Coordinates requests for assistance and resources with county, state, and federal agencies.
5. Develops and maintains Emergency Operation Center capability.
6. Provides for the notification of key department personnel as appropriate (see City Department Personnel - Emergency Contact List, located in the EOC).

**C. City Departments**

1. Provide representatives to the EOC as appropriate or as requested by the Director of Emergency Services.
2. Designate locations for the management of department operations.
3. Provide accurate and timely information from field personnel to the EOC when activated.
4. Develop Emergency Operational Procedures.
5. Develop departmental emergency contact lists.

## ANNEX A

### CITY EMPLOYEE NOTIFICATION ROSTER

#### **CONFIDENTIAL--NOT FOR PUBLIC DISTRIBUTION**

The notification roster is published in a supporting document, is confidential and not for public distribution.

#### **CONTINUITY OF GOVERNMENT**

##### **I. PURPOSE**

To provide guidance for the continued operation of the City of Oak Harbor government and its departments, and to provide for the preservation of essential City records.

##### **II. CONCEPT OF OPERATIONS**

###### **A. State Law**

RCW Title 35A, Optional Municipal Code, provides for the filling of vacant elective offices by the Oak Harbor City Council. (Ref. 35A.12.050, 35A.12.060, 35A.12.065) The line of succession for elected City officials shall be Mayor, and Mayor pro tempore. Further lines of succession shall be by majority vote of the remaining City council members as absences and/or vacancies occur.

###### **B. City Government - Emergency Preparedness**

The Elected Mayor is the executive head of the City of Oak Harbor. Oak Harbor Municipal Code 1.10.020(3) designates the Fire Chief as the Director of Emergency Services. The line of succession for the Director of Emergency Services shall be Fire Chief, Police Chief, and then Public Works Director.

###### **C. City Department Succession**

The director of each City department shall designate a line of succession for their respective departments. Upon the direction of the department director, key divisions or offices within the department may designate lines of succession ([see list of departmental successions](#)).

###### **D. Department Responsibilities**

The director of each City department shall ensure that each individual designated in the department (division) line of succession be aware of the responsibilities of the position, department operating procedures and the operational policies and responsibilities of the City of Oak Harbor All-Hazards Comprehensive Emergency Management Plan and Implementing Procedures.

**E. Records Preserved**

The director of each City department shall ensure that essential department records are identified and preserved. The Office of the City Clerk - Finance Department, shall be the lead resource for providing information and assistance in the identification and preservation of vital records.

**F. Information Services for Electronic Records**

The Information Services Division – Oak Harbor School District Information Services, shall be the lead resource in providing information and assistance for the protection of electronic data and computer equipment.

**G. Department Locations for Operations**

The director of each City department having emergency response functions shall designate primary and alternate sites from which to conduct department operations during emergency situations.

**H. Location of Operations Outside City Limits**

RCW 42.14.075 allows for political subdivisions to conduct the affairs of the jurisdiction outside the territorial limits of the jurisdiction in the event it is imprudent, inexpedient, or impossible to continue operations at the usual locations. Decisions to relocate local government shall be based "upon the call of the presiding official or any two members of the governing body" and shall be the responsibility of the City Council and Mayor, based upon circumstances of the emergency or disaster.

**III. RESPONSIBILITIES**

**A. City Council**

1. Fills vacancies in elected offices as provided by RCW 35A.
2. Determines alternate locations for the day-to-day operation of local government when usual, customary locations are not acceptable.

**B. Mayor**

1. Works with the City Council in filling vacancies of appointed officials as provided by RCW 35A.
2. Determines, along with the City Council, appropriate alternate locations for day-to-day operation of local government when usual, customary locations are not acceptable.

**C. Director of Emergency Services**

1. Provides for the overall continuity of City operations in the event of a disaster or emergency.

**D. City Clerk**

1. Provides guidance and direction to City departments in the identification and preservation of essential City records.

**E. Information Services Division**

1. Provides guidance and direction for the protection of electronic data and computer systems.

**F. City Departments**

1. Identifies primary and alternate locations for department operations during emergency and disaster situations.
2. Designates department lines of succession and ensures that designated individuals are aware of the responsibilities of the position, department operating procedures and the operational policies and responsibilities of the CEMP.
3. Provides for the identification and preservation of essential department records.
4. Provides for the continuity of department operations.

## **LINES OF SUCCESSION**

### **MAYOR**

Mayor  
City Administrator – per OHMC Chapter 1.10.030  
Mayor Pro Tem

### **CITY ADMINISTRATOR**

City Administrator  
Finance Director

### **DIRECTOR OF EMERGENCY SERVICES**

Fire Chief  
Police Chief  
Public Works Director

### **FINANCE DEPARTMENT**

Director

### **CITY ATTORNEY**

City Attorney  
Asst City Attorney

### **CITY CLERK**

City Clerk  
Executive Assistant

### **FIRE DEPARTMENT**

Fire Chief  
Deputy Chief  
On-Duty Shift Officer

### **HUMAN RESOURCES**

Director

### **INFORMATION SERVICES DIVISION**

Director  
Assistant

### **PARKS AND RECREATION DEPARTMENT**

Director

**DEVELOPEMENT SERVICES DEPARTMENT**

Director

**POLICE DEPARTMENT**

Police Chief

Captain

On-Duty Sergeant

**PUBLIC WORKS DEPARTMENT**

Director

Operations Manager for Streets, Water and Facilities

Operations Manager for Wastewater, Storm Drain, and Solid Waste

24 Hour Duty Personnel

**MARINA**

Harbor Master

Assistant Harbor Master

**SENIOR CENTER**

Director – Mike McIntyre

## APPENDIX 3

# PUBLIC INFORMATION

### I. PURPOSE

To provide guidance in the dissemination of prompt, accurate emergency public information to the general public and the media during emergency and disaster situations, and to ensure a continuous flow of accurate information to the public before, during, and after an emergency or disaster.

### II. CONCEPT OF OPERATIONS

#### A. Normal Operations

During normal, pre-emergency operations, information related to Emergency Preparedness activities and instruction will be coordinated and disseminated as required through the Director of Emergency Services. Coordination with State and County emergency management organizations will be maintained.

#### B. Emergency Operations

During emergency or disaster operations, the Director of Emergency Services will ensure that an appointed Public Information Officer is coordinating and disseminating information to the public. The Director of Emergency Services will assist in the collection and the preparation of emergency information in the EOC for the Public Information Officer. The release of any information from the City of Oak Harbor concerning emergency or disaster situations will be through the office of the Mayor.

#### C. Objectives of Public Information:

1. To warn the public of disaster dangers, their effects, and the proper action(s) to take to avoid or mitigate the dangers and/or their effects.
2. To instruct the public on preparedness and recovery measures.
3. To participate in stimulating the public to continue to prepare and to bolster the collective will to recover from a disaster.
4. To ensure accurate information is being received by the public, and reduce or eliminate rumors and speculation that may have detrimental effects.

**D. Public Information - Distribution**

Emergency Public Information instructions and guidance will be designed for and distributed to the following groups:

1. Government agencies, quasi-governmental agencies (including school systems), private businesses, and other institutions that have been assigned or are participating in emergency operations.
2. The general public.
3. Special groups, including but not limited to; non-English speaking people, those unable to relocate or protect themselves, people with mental or physical special needs, and people requiring public transportation.

**E. Information to be Credible**

Credibility and responsiveness to the public is a primary concern. A wide variety of materials will be distributed through all of the media types available, including television, radio, newspapers, the Emergency Alert System, the cable television interrupt, Cable Channel 10, and direct distribution of materials. These materials may include federal and state government printed publications, prepared radio and television announcements, local government instructions and guidance, newspaper supplements and special printed instructions.

**F. Coordination of Information**

The Public Information Officer and the Director of Emergency Services will coordinate the release of all emergency public information and instructions with the State Division of Emergency Management, Island County Department of Emergency Services, and other cities and counties in the Puget Sound area to the best of their ability to ensure that no conflicting information or instructions are released.

**G. Media Briefings**

The news media will be requested to assist in dissemination of emergency public information and instructions. Regular briefings during an emergency or disaster will be scheduled for the media at a location selected by the Director of Emergency Services.

**H. Use of Media**

Radio and television broadcast stations will be used to maintain contact with the local population and to provide timely directions, changes, or reports on disaster area operations and conditions. Facebook and Twitter media sources will also be utilized.

**I. Mayoral Responsibility**

The Director of Emergency Services will alert the Mayor on any partial activation or increased readiness activities in preparation for an anticipated emergency or disaster. The Mayor may choose to initiate emergency public information at that time.

**J. Mayor's Office Approvals of Releases**

After a "Proclamation of Emergency or Disaster" has been made by the Mayor, all emergency public information will be approved through the Mayor's office prior to release.

**K. Primary Radio Warning Station**

KIRO Radio - 710 AM., Seattle, is the primary Emergency Alert System station for the of Oak Harbor, and will broadcast emergency information for rebroadcast by other stations. The EAS is activated through a request to I-COM.

**L. Primary Print Media Usage**

The dissemination of printed emergency information and instructions for the public will be coordinated through the Whidbey News Times and the Skagit Valley Herald.

**M. Island County Department of Emergency Services**

Emergency public information will be disseminated in conjunction with or as a supplement to Island County Department of Emergency Services public information. In the event Island County is not responsive in dissemination, the City of Oak Harbor will advise Island County of the information being disseminated and will proceed.

**N. Information Dissemination**

Government agencies, quasi-governmental agencies, businesses and industries will get their instructions and supporting information through their own organizational structure. The instructions should reflect not only general survival information, but specific directions. These organizations will use their normal form of communications within the organization. Instructions given shall be consistent with information being disseminated to the general public.

**O. Copies of Emergency Information**

Copies of printed emergency information and instructions for essential workers will be made available through their place of work. Additional information and instructions for essential workers may be released for broadcast over local radio stations.

**P. Emergency Information Through Recovery**

Emergency Public Information will continue through the recovery period for as long as necessary to ensure the public is aware of and encouraged by the City's activities in recovery. Information that may be included in the recovery period is, but not limited to; further instructions from City, County, State or Federal agencies, City, County, State, or Federal emergency activities, and future plans for restoration of disaster areas.

**III. RESPONSIBILITIES**

**A. Public Information Officer Assignment**

The Public Information Officer assignments are identified in the EOC Guidelines ([Appendix 1, Page 44](#)) During emergency or disaster situations, the assigned PIO is responsible for and is the sole liaison between the news media and City Government, and is the source of all authorized public information released by the City. No other employee or emergency worker is authorized to speak for or release information, unless specifically directed to do so by the Director of Emergency Services or the Mayor.

**B. Other Departments Assisting**

All other City departments that may possess public information/public relations staff or contacts that would assist the PIO will assist and support the PIO in accomplishing the mission of this Appendix. The Director of Emergency Services will provide technical advice and assistance and special publications related to disaster preparedness, if required.

**C. Field Release of Information**

It is anticipated that some circumstances will require emergency public information releases at field command posts. In this event, the individual in charge at the location will notify the EOC and will provide detailed information regarding the nature of the need.

**D. Mayor & Director of Emergency Services**

1. Appoints public information officer(s) to coordinate the dissemination of emergency public information.
2. Determines appropriate locations for public official and media briefings.
3. Coordinate with Island County Department of Emergency Services and other local jurisdictions when information is to be released on the EAS.

**E. Public Information Officer**

1. Gather and coordinate emergency public information for timely release to the public.
2. Notify appropriate agencies to assist in the dissemination of emergency public information.
3. Give information briefings to City officials, news media, and the public.
4. Coordinate with the Mayor's office on release of information.

**F. City Departments**

1. Provide timely information to the EOC regarding field activities and emergency public information issues.
2. Coordinate requests for assistance through the EOC.

## APPENDIX 4

# REFERENCES

### I. PURPOSE

To provide a listing of referenced legal documents or laws as they relate to the City of Oak Harbor Comprehensive Emergency Management Plan.

To provide a glossary of terms to assist in review and training.

### II. LEGAL DOCUMENTS

#### A. City of Oak Harbor

1. Oak Harbor Municipal Code (OHMC) 1.10
2. City of Oak Harbor Comprehensive Emergency Management Plan as amended.

#### B. Island County

1. ICC 9.24A.060 & Ordinance #ES-83-01 Providing Emergency Powers to Island County Director of Emergency Services
2. Island County Emergency Operations Plan and Supporting Annexes, as amended

#### C. Washington State

- |     |                 |  |
|-----|-----------------|--|
| 1.  | RCW 38.52       | Emergency Management                             |
| 2.  | RCW 39.34       | Interlocal Cooperation Act                       |
| 3.  | RCW 43.20A      | Department of Social and Health Services         |
| 4.  | RCW 35A         | Optional Municipal Code                          |
| 5.  | RCW 36.40       | County Budget                                    |
| 6.  | RCW 43.88       | State Budgeting, Accounting and Reporting System |
| 7.  | RCW 28A.160.010 | School Transportation                            |
| 8.  | RCW 43.06.010   | Powers and Duties of Governor                    |
| 9.  | RCW 42.14       | Continuity of Government                         |
| 10. | RCW 40          | Public Documents, Records, and Publications      |
| 11. | RCW 34.04       | Administrative Procedures Act                    |
| 12. | RCW 58.19       | Land Development Act                             |
| 13. | RCW 36.21       | County Assessor                                  |
| 14. | RCW 84.70       | Destroyed Property - Abatement or Refund         |
| 15. | RCW 77.55       | Construction Projects in State Waters            |
| 16. | RCW 76.09       | Forest Practices                                 |
| 17. | RCW 86.16       | Flood Plain Management                           |
| 18. | RCW 36.28       | County Sheriff                                   |

19. Washington State Emergency Operations Plan and Supporting Annexes, as amended available online at: [http://www.emd.wa.gov/about/plans\\_eop.shtml](http://www.emd.wa.gov/about/plans_eop.shtml)
20. Washington Administrative Code WAC 296-305-05001 Incident Command System
21. Washington Administrative Code 118: Military Department (Emergency Management)

**D. Federal Government**

1. PL 93-288 The Disaster Relief Act of 1974
2. PL 93-920 The Federal Civil Defense Act of 1950
3. PL 88-525 The Food Stamp Act of 1965
4. PL 95-124 The Earthquake Hazards Reduction Program
5. PL 94-163 Energy Policy and Conservation
6. PL 93-498 Federal Fire Prevention and Control
7. PL 93-234 Flood Disaster Protection Act
8. PL 89-90 Emergency Watershed Protection Program
9. PL 84-99 Corps of Engineers Flood Fighting Program
10. PL 93-154 Emergency Medical Services System Act of 1973 (amended)
11. PL 81-815 School Disaster Assistance
12. PL 81-874 School Disaster Assistance
13. PL 96-342 Improved Civil Defense Act of 1980
14. AR 500-60 Emergency Employment of the US Army & Other Resources
15. 44 CFR 205 Federal Disaster Assistance (FEMA)
16. 44 CFR 9 Flood Plain Management and protection of wetlands
17. 44 CFR 10 Environmental Considerations
18. Title III Superfund Amendment and Re-Authorization Act of 1986

## APPENDIX 5

# DEFINITIONS & ABBREVIATIONS

### DEFINITIONS

**Adjutant General:** Controls and directs state military operations.

**Applicant:** The state or local government submitting a project application or request for direct federal assistance under Public Law 93-288 or on whose behalf the Governor's Authorized Representative takes action.

**American National Red Cross:** The national organization of the Red Cross organized to undertake activities for the relief of persons suffering from disaster as stated in Section 3 of the Act of January 5, 1905, Chapter 23, as amended (36 USC 3) entitled "An Act to Incorporate the American National Red Cross."

**Common Program Control Broadcast Station:** An element of the Emergency Alert System. A primary broadcast station in each operational (local) area assigned the responsibility for coordinating the operations for the broadcasting of the common programming for the operational area.

**Contractor:** Any individual, partnership, corporation, agency or other entity (other than an organization engaged in the business of insurance), performing work by contract for the federal government, state, or a local agency.

**Damage Assessment:** Estimation of damages made after a disaster has occurred which serves as a basis of the Governor's request to the President for a declaration of Emergency or Major Disaster.

**Disaster Analysis:** The collection, reporting and analysis of disaster related damages to determine the impact of the damage and to facilitate emergency management of resources and services to the stricken area.

**Disaster Assistance Center (DAC):** A center set up in the disaster area where individual disaster victims may receive information concerning available assistance, and apply for the programs for which they are eligible. The Disaster Assistance Center will house representatives of the federal, state, and local agencies that deal directly with the needs of the individual victim.

**Disaster Field Office:** An office established jointly by the Coordinating Officer and State Coordinating Officer within the affected area for federal and state officials to coordinate disaster assistance and recovery efforts.

**Emergency:** "Any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe which requires emergency assistance to save lives and protect public health and safety or to avert or lessen the threat of a major disaster." (PL 93-288).

**Emergency Alert System:** Consists of broadcasting stations and interconnecting facilities that have been authorized by the Federal Communications Commission to operate in a controlled manner during emergencies.

**Emergency Protective Measures:** Those efforts to protect life and property against anticipated and occurring effects of a disaster. These activities generally take place after disaster warning (if any) and throughout the incidence period.

**Emergency Management:** The preparation for and the carrying out of all emergency functions, other than functions for which the military forces are responsible, to minimize injury and repair damage resulting from disasters caused by enemy attack, sabotage, or other hostile action, or by fire, flood, storm, earthquake, or other natural causes, and to provide support for search and rescue operations for persons and property in distress.

**Emergency Management Incident Numbers:** Incident Numbers (formerly called Mission Numbers) issued by state and local emergency management organizations which cover the liability incurred by registered emergency workers within each affected county for the duration of bonified emergency management activities/missions. Incident numbers may be broken down into further categories to aid in administration and documentation of incidents as follows:

- Search and Rescue Number
- Disaster Incident Number (from the same series as SAR)
- Training Number

**Emergency Management Plans:** Those plans prepared by federal, state, and local governments in advance and in anticipation of disasters for the purposes of assuring effective management and delivery of aid to disaster victims, and providing for disaster prevention, warning, emergency response, and recovery.

**Emergency Worker:** Any person who is registered with a state or local emergency management organization and holds an identification card issued by the state or local emergency director for the purpose of engaging in authorized emergency management, or who is an employee of the State of Washington or any political subdivision thereof who is called upon to perform emergency tasks.

**Federal Agency:** Any department, independent establishment, government corporation, or other agency of the executive branch of the Federal Government, including the United States Postal Service, but shall not include the American National Red Cross.

**Federal Assistance:** Aid to disaster victims or state or local governments by federal agencies authorized to provide assistance under federal statutes.

**Federal Coordinating Officer:** The person appointed by the President to coordinate federal assistance in an Emergency or a Major Disaster.

**Federal/State Agencies:** The agreement signed by the Governor and the Regional Director of the Federal Emergency Management Agency, specifying the manner in which federal assistance will be made available for a Presidential Declaration of Emergency, Fire Suppression, or Major Disaster, and containing terms and conditions consistent with applicable laws, executive orders, and regulations as the Administrator of FEMA may require.

**Governor:** The Governor of this state, or in case of removal, death, resignation or inability to discharge the powers and duties of office, that person who may exercise the powers of governor pursuant to the Constitution and laws of this state relating to succession in office.

**Governor's Authorized Representative:** That person named by the Governor in the Federal/State Agreement to execute on behalf of the state all necessary documents for disaster assistance following the declaration of an emergency or a major disaster, including certification of applications for public assistance.

**Grant Coordinating Officer:** The state official assigned management responsibility for the Individual and Family Grant Program (IFG) after a Major Disaster declaration by the President. (If the program is requested by the Governor).

**Hostile Actions:** actions involving (1) attacks using conventional, biological, chemical, or nuclear weapons (2) Acts of domestic terrorism or sabotage (3) foreign embargo (4) any form of aggression that threatens the nation.

**Individual Assistance:** Financial or other aid provided to private citizens to help alleviate hardship and suffering, and intended to facilitate resumption of their normal way of life prior to disaster.

**Incidence Period:** For Emergencies or Major Disasters declared pursuant to PL 93-288, those days or parts thereof officially designated by the President or a representative as the dates upon which damages occurred.

**Jurisdiction:** The geographical area over which a specific governing body exercises direct authority, e.g., State of Washington and/or its political subdivisions.

**Local Emergency:** The duly declared existence of conditions of a disaster or of extreme peril to the safety or health of persons and property within local jurisdictional boundaries. The emergency may be declared by a mayor or chairman of the board of county commissioners and is normally issued prior to requesting state and/or federal assistance.

**Local Government:** Any county, City, village, town, district, or other political subdivision of the state, any Indian tribe or authorized tribal organization, and including any rural community or unincorporated town or village or any other public entity for which an application for assistance is made by the state or political subdivision thereof.

**Local Organization for Emergency Management:** An organization created in accordance with the provisions of RCW 38.52 by state or local authorities to perform local emergency management functions.

**Major Disaster:** "Any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which, in the determination of the President, causes damage of sufficient severity and magnitude to warrant Major Disaster assistance under PL 93-288, above and beyond emergency management by the federal, government, to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby." (PL 93-288)

**Pinpoint Disaster:** A disaster, not caused by negligence or malicious action, which as determined by the Commissioner of Education, Department of Health, Education and Welfare (HEW) has destroyed or seriously damaged school facilities but which is local in effect and has not been declared a Major Disaster by the President.

**Private Nonprofit Facility:** Any educational, utility, emergency, medical, and custodial care buildings, structures or systems, including those for the aged or disabled and facilities on Indian reservations eligible for federal assistance under Section 402(b) of PL 93-288 as the result of a Major Disaster.

**Private Nonprofit Organizations:** Any non-governmental agency or entity that has applied for, and currently has, in effect, from the U.S. Internal Revenue Service, a ruling letter granting tax exemption under Section 501(c), (d), or (e) of the Internal Revenue Code of 1954, or satisfactory evidence from the state that the non-revenue producing organization or entity is a nonprofit one chartered with the Office of the Secretary of State, or the State Auditor prior to the onset of the incidence period.

**Public Assistance:** Financial or other aid provided to political subdivisions and Indian tribes to facilitate restoration of public facilities to pre-disaster functions and capabilities.

**Public Facility:** Any flood control, navigation, irrigation reclamation, public power, sewage treatment and collection, water supply and distribution, watershed development, airport facility, non-federal aid street, road, or highway, and any other public building, structure or system including those used exclusively for recreational purposes.

**Regional Director:** Director of a Regional Office of the Federal Emergency Management Agency (FEMA).

**Standing Operating Procedure (SOP):** A ready and continuous reference to those roles, relationships, and procedures, within an organization, which are used for the accomplishment of broad or specialized functions which augment the Comprehensive Emergency Management Plan.

**State Agency:** Any department, office, commission, or agency of state government.

**State Area Command:** The State Headquarters and Headquarters of the National Guard in each state, less elements required for the conduct of selective service activities, when ordered into active federal service. When mobilized, directs operational employment of all military forces made available for land defense or for military support to civil authorities.

**State Coordinating Office (SCO):** that person appointed by the Governor for the purpose of coordinated state and local disaster assistance efforts with those of the federal government.

**State of Emergency:** An emergency declared as such by the Governor pursuant to RCW 43.06.010.

**State Emergency Plan:** As used in Section 201(b) of PL 93-288; that state plan which is designed specifically for state-level response to emergencies or major disasters and which sets forth actions to be taken by the state and local governments including those for implementing federal disaster assistance. In the State of Washington it is known as the Washington State Comprehensive Emergency Management Plan. Execution of the State Comprehensive Emergency Management Plan is prerequisite to the provision of federal assistance authorized by PL 93-288.

**Tsunami:** A huge wave caused by a submarine disturbance; as in an earthquake or volcanic eruption.

**Utility:** Structures or systems of any power, water storage, supply and distribution, sewage collection and treatment, telephone, transportation, or other similar public service.

**Vector Control:** Control of diseases spread by insects, rodents, etc.

**Voluntary Organization:** Any chartered or otherwise duly recognized tax-exempt, local, state, national organization or group which has provided or may provide services to the state, local governments, or individuals in a major disaster or emergency.

## **ABBREVIATIONS**

ABA	American Bar Association
ACCESS	A Central Computerized Enforcement Service System
AFDC	Aid to Families With Dependent Children (Program)
AGR	(Department of) Agriculture (State)
AIA	American Insurance Association
ALNOT	Alert Notice
AMS	Agricultural Marketing Services (USDA, Federal)
ANRC	American National Red Cross
APHIS	Animal and Plant Health Inspection Service (USDA, Federal)
ARES	Amateur Radio Emergency Services
ASCS	Agricultural Stabilization and Conservation Service (Federal)
ATC	Applied Technology Council

**ABBREVIATIONS (cont.)**

BIA	Bureau of Indian Affairs (Federal)
BOR	Bureau of Outdoor Recreation (Federal)
BuRec	Bureau of Reclamation (Federal)
CAP	Civil Air Patrol
CB	Citizens Band (Radio)
CCC	Commodity Credit Corporation (USDA, Federal)
CEB	County Emergency Board (USDA Federal)
CEMP	Comprehensive Emergency Management Plan
CES	Cooperative Extension Service (USDA, Federal)
CFR	Code of Federal Regulations
CMNET	Comprehensive Emergency Management Network
COE	(US Army) Corps of Engineers
CPCS	Common Program Control Station
CRS	Citizens Radio Service
CZM	Coastal Zone Management
DAC	Disaster Assistance Center
DCC	Disaster Crisis Counseling (Program)
DEPA	Defense Electric Power Administration (Federal)
DEM	Department of Emergency Management (State or local)
DES	Department of Emergency Services (State or Local)
DFO	Disaster Field Office
DNR	Department of Natural Resources (State)
DOF	Department of Fisheries (State)
DOL	Department of Labor (Federal)
DOT	Department of Transportation (State or Federal)
DSHS	Department of Social and Health Services (State)
DSR	Damage Survey Report
DUA	Disaster Unemployment Assistance
EAS	Emergency Alert System
EFS	Emergency Food Stamps (Program)
EM	Emergency Loan (Program) (USDA , Federal)
EMS	Emergency Medical Services
EOC	Emergency Operation Center
EPA	Environmental Protection Agency (Federal)
EPI	Emergency Public Information
ESD	Employment Security Department (State)

**ABBREVIATIONS (cont)**

FAA	Federal Aviation Administration
FAS	Federal Aid System (Federal highways)
FBI	Federal Bureau of Investigation
FCC	Federal Communications Commission
FCIC	Federal Crop Insurance Corporation (USDA)
FCO	Federal Coordinating Officer
FDAA	Federal Disaster Assistance Administration
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FIA	Federal Insurance Administration
FmHA	Farmers Home Administration (Federal)
FNS	Food and Nutrition Service (Federal)
FPA	Federal Preparedness Agency
FTC	Federal Trade Commission
GA	(Department of) General Administration (State)
GAME	(Department of) Game (State)
GAR	Governor's Authorized Representative
GSA	General Services Administration (Federal)
HHS	Health and Human Services Federal)
HUD	(Department of) Housing and Urban Development (Federal)
IAC	Individual Assistance Coordinator (State)
IAO	Individual Assistance Officer (Federal)
IFG	Individual and Family Grant Program
IRS	Internal Revenue Service (Federal)
MAST	Military Assistance to Safety and Traffic (Federal)
NASWI	Naval Air Station Whidbey Island
NAWAS	National Warning System (Federal)
NIMH	National Institute of Mental Health (Federal)
NIMS	National Incident Management System
NMFS	National Marine Fisheries Service (Federal)
NOAA	National Oceanic and Atmospheric Administration (Federal)
NPS	National Park Service (Federal)
P&R	Parks and Recreation Commission (State)
PA	Project Application
PDA	Preliminary Damage Assessment
PIO	Public Information Officer
PL	Public Law (Federal)

**ABBREVIATIONS (cont)**

RACES	Radio Amateur Civil Emergency Service
RCC	Rescue Coordination Center
RCW	Revised Code of Washington
RETCO	Regional Emergency Transportation Coordinator (Federal)
SA	Salvation Army
SAR	Search and Rescue
SBA	Small Business Administration (Federal)
SBCCE	State Board for Community College and Education (State)
SCO	State Coordinating Officer
SCS	Soil Conservation Service (Federal)
SCUBA	Self Contained Underwater Breathing Apparatus
SEB	State Emergency Board (USDA Federal)
SEPA	State Environmental Policy Act
SOP	Standing Operating Procedure
SPI	Superintendent of Public Instruction
SSA	Social Security Administration (Federal)
U&TC	Utilities and Transportation Commission (State)
UI	Unemployment Insurance (Program)
USC	United States Code
USCG	United States Coast Guard
USDA	United States Department of Agriculture
USFS	United States Forest Service
USGS	United States Geological Survey
VA	Veterans Administration (Federal)
WAC	Washington Administrative Code
WDOE	Washington Department of Ecology
WISHA	Washington Industrial Safety and Health Act
WSLCB	Washington State Liquor Control Board
YLS	Young Lawyers Section, American Bar Association

## APPENDIX 6

# ADMINISTRATION/ EMERGENCY ADMINISTRATIVE PROCEDURES AND RECORDS

### ADMINISTRATION

#### **I. PURPOSE**

To provide special administrative procedures for the support of emergency preparedness and response issues in City government.

To provide for the curtailment of normal administrative services to the minimum level required for the continuity of government.

To provide for the preservation, maintenance, and availability of essential records during and after a disaster or major emergency.

#### **II. CONCEPT OF OPERATIONS**

##### **A. City Structure Maintained**

During emergency operations, the existing framework of City government will be retained. Many of the less essential administrative activities and services may be suspended or curtailed, while emergency services and activities will be given priority.

##### **B. City Employee and Elected Official Responsibility**

City officials and employees, while continuing to provide essential and accustomed administrative services, may be required to accomplish additional emergency activities. Emergency administrative responsibilities shall be assigned to elected and appointed officials through organizational channels. Activities shall be monitored and coordinated through the EOC.

##### **C. Support Assignments**

Those administrative personnel not assigned to essential or vital duties may be assigned to other departments or divisions to provide necessary administrative support.

**D. Department/Division Responsibilities**

Each department, or division, shall establish its own administrative procedures, policies, and plans within the legal authorities and guidelines established.

**E. Records Maintained**

Each department and/or division, as necessary, shall provide for the preservation, maintenance and protection of administrative records required for continuity and continued operations. Departments needing assistance in this area will solicit the City Clerk's office for any needed direction. The City Clerk's office will maintain current information concerning state or federal law requirements on records retention.

**F. Temporary Storage**

If temporary storage facilities are needed for records not considered immediately required for continuity of operations, the Director of Emergency Services and the City Clerk's office will coordinate safe, secure temporary storage for such records.

**III. ORGANIZATION AND RESPONSIBILITIES**

**A. Mayor's Office**

1. The Mayor will determine whether provisions of this Annex concerning the curtailment of non-essential work will be implemented. This will be discussed through the Emergency Preparedness Council.

**B. Director of Emergency Services**

1. The Director is responsible for providing technical advice and assistance to all departments and divisions of the City of Oak Harbor on emergency administrative policies, procedures, and requirements.
2. The Director, under emergency conditions, shall assign additional administrative support staff to those departments or divisions requiring such.

**C. City Clerk**

1. The City Clerk is responsible for all essential City records, including City Council records.

**D. City Departments or Divisions**

1. Provides special administrative procedures necessary to the emergency operations of the department or division.
2. Provides special administrative procedures required for the continuity of the department or division operations in providing essential and vital accustomed services.
3. Curtails normal administrative services to a minimum level required for continuity of department and division operations.
4. Establishes policies and procedures for the management and preservation of records vital and essential to accustomed and emergency operations of the department or division.

**EMERGENCY FISCAL PROCEDURES AND RECORDS**

**I. PURPOSE**

To provide guidelines for fiscal and administrative functions in support of the City of Oak Harbor emergency services during and after a declared emergency.

**II. CONCEPT OF OPERATIONS**

**A. Fiscal Procedures**

1. Each City department shall designate personnel to be responsible for documentation of disaster related expenses.
2. Emergency expenditures will come from currently appropriated local funds in accordance with RCW 38.52.070.
3. The Mayor or his/her designee and the Finance Director will be responsible for identifying sources of funds to *meet* disaster related expenses which are incurred.
4. Regular expenditures may be approved by any Section Head and the Director of Emergency Services based upon the circumstances associated with the disaster.
5. Records shall be kept in a manner that *clearly* distinguishes between day to day operations and disaster expenses.
6. The Finance Director shall appoint staff to coordinate documentation of City-wide financial records and expenditures resulting from a disaster.
7. Alternate methods of operating financial accounting systems will be established in the event of computer system failure.

## **B. Administrative Procedures**

1. Each City department shall designate personnel to be responsible for the documentation of disaster operations. Disaster documentation may begin prior to a declared event or an activation of the EOC. Department personnel responsible for documentation should not wait for instructions to begin gathering documentation related to an event.
2. During emergency operations, non-essential administrative activities may be suspended. Personnel not assigned to essential duties may be assigned to other departments in order to provide support services during and immediately after a disaster.
3. Records of disaster operational activities shall be kept in a manner that distinguishes them from day to day operational reports, service work requests, payroll records, and purchase order requisitions.
  - a. Each department will collect and forward all required fiscal records to the Finance Section Head as soon as possible. Duplicate copies of all invoices and applicable purchase requisitions will be retained by each department. Departments will ensure all invoices are specific as to the service(s) performed.
  - b. Time logs will be established immediately by all department individuals involved in emergency or disaster related work.
  - c. Records of equipment use must be collected during any emergency or disaster related work. Equipment use records shall include the type of equipment and its unique identifying marks (i.e., equipment number, inventory number). Time of use, activity performed (including location), size of engine, mileage, horsepower and associated operating supplies will be recorded. Copies of this record will be retained by the department for future review.
  - d. Other operating supplies used for disaster response.
4. When appropriate, disaster reports and expenditures shall be coordinated, and documentation for state and/or federal reimbursement and/or assistance programs shall be prepared and submitted to the appropriate state & federal agencies.
5. Emergency workers, other than City employees, used during emergencies and disaster operations shall be registered with the City of Oak Harbor (see WAC 118-04). Registration shall include an Emergency Worker Registration number, arrival time, duration of work, departure time, and any information relative to the service of the emergency workers. Documentation shall also be retained regarding injuries, lost or damaged equipment and other costs.

6. In situations where emergency work is done to protect life and property, environmental review requirements and permits may be waived or orally approved.
7. Non-time critical actions for repair and recovery shall be coordinated through the appropriate agency or department.
8. Actions affecting historical sites will be coordinated with the State Office of Archaeology and Historic Preservations.
9. City departments may streamline permit processes as appropriate to the situation created by the disaster.
10. City departments shall identify alternate processing methods for documentation in the event of electronic system failure.
11. Each department shall designate a procurement coordinator who will work with the City's purchasing division in filling the department's material/equipment requirements during an emergency.
12. Each City department shall designate records that are vital to its operation in order to continue normal business operations after a disaster or emergency.

### **III. ORGANIZATION AND RESPONSIBILITIES**

#### **A. City Departments**

1. Designate personnel responsible for documenting disaster related expenses at the department level.
2. Keep records to properly differentiate between day to day operations and disaster related expenses.
3. Determine which non-essential administrative activities to suspend, take necessary action to suspend these activities and re-assign personnel not assigned to essential duties to other departments to provide essential support services.
4. Keep records of disaster related expenditures, disaster reports and coordinate with the Finance Section Head and the Director of Emergency Services in preparation and submittal of documentation for reimbursement or assistance from Federal or State agencies.
5. Identify all non-time critical repair and recovery actions and coordinate this action through the appropriate agency for resolution as time allows.

6. Coordinate with Information Services Division on identifying alternate processing in the event of a system failure during an emergency.
7. Designate a procurement coordinator who will work with the City's purchasing division in filling the material/equipment needs of the department during an emergency.
8. Designate records that are vital to its operation in order to continue normal business operations after an emergency.
9. Maintain documentation regarding injuries and lost or damaged equipment caused by the disaster. Provide this information to the Finance Section Head and Risk Manager upon request.

**B. Mayor's Office**

1. The Mayor or his/her designee will work with the Finance Director to identify funding sources to meet disaster related expenses.
2. The Mayor will determine whether provisions of this Annex concerning non-essential work will be implemented. This determination will be distributed through the Emergency Preparedness Council.

**C. Finance Department**

1. The Finance Director shall work with the Mayor to identify sources of funds from current appropriations or elsewhere to meet disaster related expenses.
2. Coordinate with the Director of Emergency Services appropriate disaster reports on expenditures and the preparation of documentation necessary for state or federal reimbursement.
3. Develop and conduct training, as required, for all departmental procurement coordinators.
4. Modify regular approval procedures for expenditures for use during a disaster, if necessary.
5. The Finance Section Head shall designate staff to review document disaster related expenses. This staff may be from outside the Finance Department.
6. Develop alternate methods of financial systems (i.e., payroll and accounts payable) in the event of a computer system failure during and/or after an emergency or disaster.

**D. Information Services Division**

1. Participates in the development of back-up systems in the event of general City-system failure.

**E. Planning - Permit Center**

1. Waives or orally approves environmental review requirements and permits where emergency work is required to protect life and public or private property during a disaster.
2. Streamlines, as necessary, the permit process for damage recovery following a disaster.

**F. Human Resources Department**

1. Maintains a registration process for all emergency workers used during an emergency or disaster. This registration process shall apply to non-employees of the City of Oak Harbor and shall include a registration number, arrival time, duration of work, departure time, and any other information as required.
2. Human Resources will work closely with volunteer organizations in the event of a disaster in registering emergency volunteer workers.

**G. Risk Management**

1. Will coordinate any insurance related damages, injuries or costs associated with a disaster, and provide documentation to the Finance Section head that may be eligible for any reimbursement from State or Federal agencies.
2. Will provide assistance as needed to departments that may incur losses due to a disaster.
3. Will coordinate claims from the public against the City due to a disaster, and determine what appropriate action, if any, may be necessary.
4. Will inform the Planning Section Head (Situation Unit), on any property damage information coming to Risk Management's attention, public or private, for compilation of data during and after a disaster.

## APPENDIX 7

# TRAINING, EDUCATIONAL SERVICES AND EXERCISES

### **I. PURPOSE**

To identify and provide emergency preparedness training and education to businesses, residents, City employees and potential volunteer workers to ensure the best possible readiness for local government. For the purposes of this annex and the City of Oak Harbor CEMP, the focus of training and education will encompass the concepts of the National Incident Management System.

### **II. CONCEPT OF OPERATIONS**

#### **A. Training and Education Priorities**

The training and education priorities are:

1. Self protection/Emergency Preparedness for essential workers and the public.
2. Mitigation, Preparedness, Response and Recovery education for essential City workers and the public.
3. Business and residential response team training for disasters.

#### **B. Targeted Training Encouraged**

During times of increased readiness or times when hazards are identified as potential problems due to the time of year or knowledge of recurrent weather patterns, intensified, targeted, or specific training and education activities may take place.

#### **C. City Worker Training**

The Department of Emergency Services is responsible for training and education of the City work force. Training or refresher training will be conducted to reinforce technical skills and to review operational plans and procedures. The Director of Emergency Services will work with department or division representatives to tailor training periods that specifically relate to that department or division and their adopted Emergency Operational Procedures.

The EOC Guidelines (published as part of this plan) will be used as a basis for instruction of the City work force.

**D. Materials Screened Through Emergency Preparedness**

To provide for the most efficient use of all instructions, educational materials, training aids, and facilities, all emergency training and education programs, and any educational material used, will be screened and approved through the Department of Emergency Services prior to distribution, regardless of whether distribution will occur in-house or outside the City work force.

**E. Education Cooperation**

The Department of Emergency Services will utilize to the extent possible other training materials and classroom time provided by other public or private agencies.

**F. Training of EOC Team**

As training becomes available through the State Division of Emergency Management, the EOC team members will be informed of such training and encouraged to attend. It is the policy of the City of Oak Harbor to allow EOC team members or other staff likely involved in direct emergency preparedness activities or responses to provide as much training and education as is possible.

**G. Public Education**

Public Education programs will be made available upon request to the Department of Emergency Services, as resources permit, to all segments of the community. Increased awareness of hazards, safe response methods, self-preparedness techniques, and other needs are public education goals of the Department of Emergency Services. The following specific areas will be addressed in public education:

1. Schools: Information on local hazards, how to prepare for and respond to their effects, and how students, faculty and school administrators can best prepare will be offered. The City will work with the School District, when requested, to participate in planning and implementing Emergency Plans, drills, or exercises.
2. Community or residential groups: Information on local hazards and how communities and residential groups can prepare individually and together will be offered. Groups are encouraged to organize in such a way as to be able to lend support and assistance to each other in times of disaster, with little or no City response.

3. **Businesses:** Information on local hazards and how businesses or business groups can prepare individually and together will be offered. Groups are encouraged to organize in such a way as to be able to lend support and assistance to each other in times of disaster, with little or no City response. Recovery issues in the business community will be given special attention.
4. **City of Oak Harbor Employees:** Information on local hazards and how to prepare individually will be offered. Employees will be educated on methods to prepare their families in the event of a separation due to a major emergency or disaster.

#### **H. City Department Responsibilities**

Each City department or division (as appropriate) is responsible for ensuring their employees are trained in the concepts of the City's CEMP as contained in this document, and in their Emergency Operational Procedures.

#### **I. Annual Exercises**

The City of Oak Harbor Department of Emergency Services will develop and implement at least one functional or full scale exercise to evaluate the effectiveness of the CEMP, determine areas needing adjustment and determine future training issues. (An actual occurrence and activation of the EOC may be substituted for the annual exercise, if the Director of Emergency Services/Fire Chief makes such a determination.)

### **III. ORGANIZATION AND RESPONSIBILITIES**

The Department of Emergency Services will be responsible for the designing and delivering the preparedness education programs outlined in this Annex.

In addition, training to the City of Oak Harbor elected officials will be made available on at least an annual basis. Elected officials training will focus on the responsibilities of elected officials before, during, and after a disaster, review of hazards in the community, the need for comprehensive emergency planning, as well as skills development in crisis decision making.

#### **A. City Departments**

1. Develops Emergency Operational Procedures, which define employees' responsibilities during emergencies.
2. Ensures each employee is given the opportunity for training on the SOPs.

**APPENDIX 8**

**PROCLAMATION OF LOCAL EMERGENCY**

**PROCLAMATION OF LOCAL EMERGENCY**

Whereas, the Director of Emergency Services has reported to the Mayor that the City of Oak Harbor has experienced a \_\_\_\_\_ to such an extent that \_\_\_\_\_ has occurred; and

(Type of disaster)  
(Type of damage)

Whereas, the City of Oak Harbor has experienced an event that necessitates the enacting of emergency plans; and

Whereas, the conditions of extreme peril to the safety of persons and property currently exist with the City; and

Whereas, all available resources are committed to disaster work; and

Whereas, the City requires supplemental assistance; and

Whereas, the severity of this disaster is beyond the capability of local resources; and

Whereas, the existing conditions warrant the proclamation of the existence of a LOCAL EMERGENCY;

THEREFORE, I, \_\_\_\_\_, Mayor of Oak Harbor, Washington, do hereby declare that a LOCAL EMERGENCY now exists due to \_\_\_\_\_ throughout the City of Oak Harbor, Washington, and that Emergency Operations are in effect, and this necessitates the utilization of emergency powers granted under RCW 38.52.070.

(Name)  
(Type of disaster)

Signed: \_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Date

Attest:  
City Clerk \_\_\_\_\_

**EMERGENCY SUPPORT FUNCTION (ESF)**  
**ANNEXES**  
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## **EMERGENCY SUPPORT FUNCTION - 1 TRANSPORTATION ANNEX**

Lead Agency: Director of Emergency Services  
Support Agency: Public Works Department

### **I. PURPOSE**

To provide for the effective coordination, mobilization, use and maintenance of available transportation services and resources required to meet emergency needs of the City of Oak Harbor and supporting organizations.

### **II. CONCEPT OF OPERATIONS**

#### **A. Primary Movement**

The primary movement of people, equipment, and supplies will be by privately owned vehicles, common carrier trucks, privately owned trucks and mass transit or para-transit busses. Other transportation systems such as air and water transport, will be used as secondary or back-up systems. In the event that Deception Pass Bridge is inoperable, air and or water transportation would become the primary means of emergency transportation.

#### **B. Providers Responsibility**

Transportation system providers or operators (whether public or private) will operate their own systems and facilities to provide the maximum essential services and support possible.

#### **C. Mission Specific Requests**

Transportation support responsibilities and requests will be assigned on a mission by mission basis, depending upon the nature and location of the emergency or disaster.

#### **D. Rationing**

Consumer rationing regulations, as specified by the City, County, State or Federal governments, or all, will be adhered to in providing fuel for operation of transportation equipment.

#### **E. Private Vehicle Use**

Minimum use of private vehicles will be recommended in order to conserve fuel supplies, spare parts, and expense. The public will be informed of restrictions on private vehicle use to avoid confusion and reduce congestion under disaster circumstances.

**F. User Requirements**

Users of transportation systems or carriers, including the City of Oak Harbor and its departments, are responsible for establishing their own internal transportation procedures. They are also responsible for arranging directly with carriers for actual accomplishments of movement, unless restrictions are placed on a carrier during a disaster. This does not apply to those situations that are coordinated from the EOC.

**G. Primary Human Transport**

Automobiles, vans, buses, and light trucks will be used as a primary source of transportation of people.

**H. City Owned Vehicles**

All City-owned vehicles are subject to requisitions for emergency transportation services and may be assigned as required during a disaster. The regular driver of any City-owned vehicle may be required to staff the vehicle during a disaster as required or assigned from the EOC.

**I. City Motor Pools**

During and immediately after a disaster, City of Oak Harbor motor pools will be established by: 1) mobilizing those resources owned by the City; and 2) through mutual aid or other agreement or contract. Facilities to be used include all City owned facilities, those owned by County, State, or Federal agencies, and subsequently, other facilities owned and operated by private individuals, corporations, or institutions.

**J. Maintenance**

Maintenance priorities will be established consistent with the requirements of the disaster or emergency in progress. Maintenance of vehicles used to transport people, particularly in evacuation prone circumstances, will be given first priority.

**K. Priority**

Vehicles will be dispatched for use according to a priority system. Priority will be awarded to those services primarily concerned with fire, rescue, law enforcement and crowd and traffic control and other services whose specific responsibilities provide health functions for the City of Oak Harbor. Establishing priority will be consistent with and reflect the nature of the existing circumstances, as determined by the EOC or Director of Emergency Services.

### **III. ORGANIZATION AND RESPONSIBILITIES**

#### **A. Primary Responsibility**

The basic, primary responsibilities for direction, control, and coordination of the emergency transportation services for the City of Oak Harbor are assigned to the Director of Emergency Services. The authority to accomplish various emergency transportation activities shall be given to departmental staff and division managers as directed. Overall direction, control, and coordination authority will be given to the Transportation Unit coordinator in the Logistics Section of the EOC.

#### **B. Director of Emergency Services**

1. The Director shall insure the Transportation Unit of the Logistics Section is staffed as needed.

#### **C. Public Works**

1. The Public Works Department has the primary responsibility of staffing the Transportation Unit.
2. Public Works will establish priorities and policies for use of City-owned vehicles and services.
3. The department shall coordinate the maintenance, use, and allocation of City-owned resources to City Departments or divisions for emergency transportation of people, supplies and equipment, through the Transportation Unit.
4. Coordinate with the Purchasing Manager as required for the rental of equipment required for emergency transportation of people, equipment, and supplies.
5. Create and maintain an Emergency Resource Manual identifying public and private resources available to the extent the emergency would include the loss of Deception Pass Bridge. This list must include air and marine assets capable of transporting people, equipment, and supplies including fuel.
6. Assign and select alternates for assignment as the Transportation Unit Coordinator.

## **EMERGENCY SUPPORT FUNCTION - 2 COMMUNICATIONS ANNEX**

Lead Agency: Fire Department  
Support Agencies: All City of Oak Harbor Departments  
ICOM  
Amateur Ham Radio Operators

### **WARNING**

#### **I. PURPOSE**

To provide for the receipt and rapid dissemination of warning information, protection instructions and related intelligence, and to alert key City and private sector individuals to potential or existing hazardous conditions.

#### **II. CONCEPT OF OPERATIONS**

Upon receiving information on potential hazardous conditions from one or more reliable sources, the recipient will copy the information and alert the Director of Emergency Services. He/she will, if necessary, consult with the Mayor's office and/or the Emergency Preparedness Council to determine what necessary actions should be taken.

If action is required, the Director of Emergency Services will inform key officials and/or departments, news media, and others regarding the information and any instructions necessary, according to the type of disaster situation.

#### **III. ORGANIZATION AND RESPONSIBILITIES**

##### **A. Island County**

1. The Island County Department of Emergency Services has overall responsibility for the receipt, relay and rapid dissemination of warning messages to municipalities, including the City of Oak Harbor, and to the public through existing communications systems, sirens, and mass media.
2. The Island County Department of Emergency Services controls the warning point located in their office, from 8:00 AM to 4:30 PM, Monday through Friday, and during activation of the EOC. Any other time, the Island County Communications Center controls the warning point.

##### **B. Emergency Alert System**

1. The Emergency Alert System (EAS) will be used in the event of a disaster or hazardous incident where mass media is needed to alert the public quickly.
2. I-COM is the activation point for the EAS in Island County.

**C. Secondary Warning Systems**

1. The City of Oak Harbor has the ability to interrupt cable television transmissions. The Mayor or Director of Emergency Services will be alerted for activation of this system.
2. The City of Oak Harbor Public Access Channel 10 will be used in the event of an incident that pertains to the Oak Harbor service area. The Mayor or Director of Emergency Services will be alerted for activation of this system.
3. Agencies and organizations within the City having a communications and public access capability and those designated secondary warning points will assist in the dissemination of warning messages and information.

**D. City Personnel**

The City departments/offices/divisions with emergency services responsibilities will alert their personnel in accordance with department Emergency Operational Procedures which provide for the alerting of designated personnel during both duty and non-duty hours.

**E. Non-City Government Organizations**

Non-City government organizations including, but not limited to, the news media, the Oak Harbor School District, Oak Harbor Christian School, Whidbey General Hospital, local military units, etc., may be called upon to assist in the dissemination of warning information and instructions to the public, key officials, and essential workers.

A notification list for television and radio stations has been published in a supporting document.

**F. Amateur Radio**

Where possible, groups of amateur radio operators will be used as an additional resource for emergency warning and instruction to the public.

**IV. ORGANIZATION AND RESPONSIBILITIES**

**A. City Government**

1. Provide warning information and instructions to key officials and essential workers of each department, division, or office.
2. Provide warning, information and instructions to private sector resource providers that may be called upon to support City emergency response efforts.
3. Direct department and office field units to use all personnel/equipment available to assist in the warning of the public.

**B. Mayor**

1. Evaluate warning information and coordinate with the Director of Emergency Services, Public Works Director, and Police Chief on the dissemination of warning and instruction to the public and key officials.

**C. Director of Emergency Services**

1. Coordinate the dissemination of warning information, instructions, and related intelligence to the Mayor and the Police Chief.
2. Insure warning information is given to the public through all available methods.

**D. Police Chief**

1. Coordinate the dissemination of warning information, instructions, and related intelligence with the Director of Emergency Services and the Mayor.
2. Direct I-COM (if warning comes through that avenue) to immediately pass this information to Island County Sheriff.

**COMMUNICATIONS**

**I. PURPOSE**

To organize, provide, and maintain communications capabilities for emergency response operations and coordination with County, State, and Federal response agencies.

**II. CONCEPT OF OPERATIONS**

**A. Objectives Defined**

The basic objectives of emergency communications capability for emergency response are:

1. Provide reliable communications systems for day-to-day operations, disaster response and recovery operations, and coordination with non-City emergency response agencies, whether public or private.
2. Prepare for the effective use of existing communications systems under emergency conditions.
3. Provide for alternative communications systems in the event of failure or reduced effectiveness of existing systems.
4. Maximize the use of communications resources from the private sector.

## **B. Communications Systems**

Emergency communications are dependent on systems owned, operated and maintained by both the public and private sectors, and used primarily to support day-to-day activities.

1. Telephone systems are the primary communications methods used for directing, controlling and coordinating emergency services.
2. Verizon Push-to-Talk (PTT) and Cellular telephone systems are the primary back-up to the telephone systems and will be used to supplement two-way radio systems for field operations. Sensitive information that needs to be rapidly communicated to field units will be handled over PTT networks where available and then Cellular telephone when possible.
3. Two-way radio is used as a second back-up to the telephone system and provides the primary method of communications with personnel conducting emergency services in the field.
4. Facsimile and/or e-mail communication systems will be used, if available and where appropriate, when communication of written material is required during and after a disaster.
5. Pager services are used to provide a system of communicating alerts, warning, and call-back messages to key officials and other response staff.
6. Amateur radio systems owned, operated and staffed by volunteers are incorporated into this response plan, and will be the primary communications method used in transmitting and receiving information from County and State EOCs in the event telephone communications is disrupted.
7. Coordination with Citizen Band radio systems and organizations may be utilized based upon the needs of the City.

## **C. Control of City Communications**

The operations, direction and control of the City communications system, under emergency conditions will be through the EOC as directed by the Director of Emergency Services.

## **D. Planning and Coordination**

1. All future significant City communications planning and upgrade shall take into consideration the City's communication system ability to withstand a disaster and its potential contribution to the City's overall communications ability in disaster response.

2. The City's EOC Team, made up of representatives of various departments and divisions, shall provide guidance of such communications planning, upgrade and use of general City communications assets, including any communications centers established by the City.
3. Land use or other City codes or regulations that may impact amateur radio operations on City, business, or private property will be reviewed by the Department of Emergency Services to insure the least amount of impact on amateur radio operations during emergency or disaster situations.

**E. Communications Centers**

1. Primary radio communications

The primary communications center for the City is located in the EOC on the second floor of the Oak Harbor Fire Department's Headquarters. The EOC has the capability of transmitting and receiving on designated frequencies for Police, Fire, and Public Works. Other frequencies mutually available in the County are accessible through this communications center.

2. Fire and Police Control

The Oak Harbor Fire and Police Departments dispatch communications are controlled through I-COM communications center, located at 840 SE Barrington Drive. Communications with this center in emergency conditions will be handled through telephone, cellular telephone, facsimile or amateur radio networks. In the event of a resource emergency, Fire and Police Department personnel may choose to handle radio communications directly from the EOC.

**I-COM Frequencies**

Fire 1 Primary Dispatch.....	154.340
Fire 2 Tactical .....	153.775
Fire 3 Tactical .....	154.175
Fire 4 Tactical .....	154.295
Fire 5 Tactical .....	154.355
Fire 6 Tactical .....	154.430
Fire 7 Camano North Repeater .....	159.195 – 154.295 PL 100.0
Fire 7 Camano South Repeater .....	159.195 – 154.295 PL 127.3 – 100.0
HEAR North .....	155.340
HEAR South .....	155.340
Island County Sheriff.....	453.675
Oak Harbor Police .....	460.575
Law Enforcement TAC.....	453.050
Island County Public Works .....	453.775
Oak Harbor Public Works.....	156.000
State LERN .....	155.370

### **III. ORGANIZATION AND RESPONSIBILITIES**

#### **A. All Communications Regulated**

The basic responsibility for direction, control and coordinated use of communications systems rests with the providing agency and the using agency. Federal Communications Commission (FCC) and State Public Utility and Transportation Commission may restrict the use of communications through licensing and/or other regulatory provisions. The City of Oak Harbor will insure that any communications under control of the City will conform to such regulations. Any alleged violations brought to the City's attention will be investigated and any activities found to be out of compliance will be terminated.

#### **B. Department Responsibilities**

Each department and office of City government shall be responsible for making available all communications resources to support City emergency services and/or operations.

#### **C. Amateur Radio Operations**

1. The Oak Harbor Amateur Radio Emergency Service (ARES) has extensive knowledge on radio and other forms of communications, and will be relied upon as the City of Oak Harbor's primary source of emergency communications. Should an event require communications capabilities beyond what the City of Oak Harbor can provide, whether by equipment failure or excess need, the Oak Harbor ARES organization may be requested to assist in communications.
2. Oak Harbor ARES has an extensive training manual and conducts regular exercises in emergency communications. The Director of Emergency Services will provide liaison services to this organization to insure continued compatibility with their needs.

## **EMERGENCY SUPPORT FUNCTION - 3 PUBLIC WORKS AND ENGINEERING ANNEX**

Lead Agency: Public Works Department  
Support Agencies: Development Services Department  
Fire Department  
Police Department  
Parks Department  
Other City Departments

### **I. PURPOSE**

To provide for demolition of unsafe structures, debris and wreckage clearance; temporary repair of essential facilities; and the inspection of facilities for structural condition, shelter upgrades needs and safety.

### **II. CONCEPT OF OPERATIONS**

#### **A. Lead Agency Assignment**

The City of Oak Harbor Public Works Department is the lead agency for the coordination of activities involved in emergency engineering services, including all facilities owned both inside and outside the City boundaries. The Planning, Engineering, and Building Divisions, will be assigned to assist and provide technical information where necessary to the Public Works Department.

#### **B City Infrastructure**

The Public Works Department shall provide damage assessment of all City owned facilities, transportation routes, and essential City owned or leased building/structures. The department will provide for and coordinate emergency repair and restoration of City owned facilities and structures on a priority basis, selecting those facilities or structures based upon critical need. The priority order for emergency repair shall be:

- Buildings that house critical response units or staff
- Roads, streets or bridges that act as main evacuation routes
- Public facilities that serve or may need to serve as shelters
- Facilities providing essential services to the public (Water, sewer, etc.)
- Facilities used or needed to provide for emergency public information
- Debris clearance on City right-of-way

#### **C. Coordination**

The Public Works Department shall coordinate with the City of Anacortes Water Department and the Naval Air Station Whidbey Island to identify and resolve issues where regional and local facility operations could affect one another. The department will communicate health and environmental hazards to the EOC and assist with the coordination with other appropriate agencies. If water resources are disrupted, the Public

Works Department will coordinate with the EOC on obtaining potable water for the effected population.

The department will also coordinate with private utility companies and other private organizations responsible for electricity, natural gas, telephone, cable, and solid waste collection services to ensure all response and recovery operations conducted within the public right-of-way are done so in as orderly a manner as possible.

**D. Representatives**

The Director of Public Works shall designate EOC representatives to coordinate field operations and resources from the EOC when it is activated. The representative to the EOC will normally be the Public Works Department representative on the EOC Team.

**E. Public Works Operations**

The Director of Public Works will establish a field operations center or field command post and will designate a communications operator to operate Public Works radio equipment, preferably from a different location other than the EOC. The Director shall provide for a communications operator to the EOC if requested by the Director of Emergency Services to coordinate the allocation of City resources.

The use of command posts for field operations will be the normal method of coordination at the scene. The On-Scene commander for Public Works shall provide regular and timely status reports regarding any needed emergency public information to the Public Works Operations Center. This information will be coordinated through the EOC. In the event of a multiple department or agency response, co-location of command posts or a Unified Command, is the preferred method of operation.

The alert process to obtain Public Works personnel shall be the normal established callout method established by the Public Works Department. Should this become unavailable or fail, the emergency public information system(s) will be used to call out necessary staff or runners will be sent to make direct contact.

**F. Mutual Aid and Other Agreements**

The Public Works Department will maintain a list of mutual aid agreements and/or contracts through private contractors that may provide additional resources and assistance. During activation, the coordination and use of these agreements will be through the EOC.

**G. Additional Staff/Volunteer Assistance/Special Equipment**

Additional personnel, be it other governmental agency or volunteer assistance and equipment support will be organized and used as may be required due to the nature of the incident. The City of Oak Harbor shall utilize all its resources prior to requesting outside assistance.

If an incident is beyond the scope of the City of Oak Harbor or its resources, the Island County Department of Emergency Services shall be requested through the EOC to assist in providing any such requests.

### **III. ORGANIZATION AND RESPONSIBILITIES**

The Public Works Department has under its span of control large and diverse responsibilities.

The following list outlines specific responsibilities for all of Public Works, regardless of the divisional breakdown of the Department.

The Department shall insure that the responsibilities listed here and in the Basic Plan are adequately addressed in their Emergency Operational Procedures.

#### **A. Public Works**

1. Maintains operation of the public water, water storage, pumping, and distribution systems.
2. Coordinates with the Anacortes Water Department and appropriate water purveyors.
3. Maintains operation of Storm Drainage collection and conveyance system.
4. Maintains operation of the public sewer collection pumping systems, assists in meeting public sanitation needs and controls sewage pollution to the environment.
5. Maintains operation of the public solid waste collection systems.
6. Communicates health and environmental issues to the appropriate agencies.
7. Maintains passable vehicular circulation on priority routes.
8. Maintains operation of fuel equipment and ensures adequate fuel supply for City owned vehicles and equipment.
9. Provides damage assessment for City property, water, sewer, street and City owned equipment.
10. Provides for priority restoration of critical facilities.
11. Provides information related to emergency public information through the EOC regarding matters of public health and hazards related to damaged facilities.
12. Provides for or contracts for major recovery work, debris clearance, and/or services as appropriate.
13. Assists other divisions or City departments when requested.
14. Coordinates repair operations with outside agencies as appropriate.

**B. Development Services Department (Building Division)**

1. Assists in providing damage assessment of City owned buildings or leased facilities.
2. Provides safety evaluations of City facilities.
3. Provides field support for Public Works.
4. Adjusts permitting process as needed.
5. Provides for damage assessment of both residential and business property within the City.
6. Provides for the coordination and support for mitigation, repair and re-construction activities in City facilities.

**C. Fire Department**

1. Assists in providing damage assessment throughout the City.
2. Assists in securing unsafe structures.

**D. Police Department**

1. Assists in providing damage assessment throughout the City.
2. Assists in the securing unsafe structures.

**E. Parks Department**

1. Provides assistance in debris clearance in public right of way.
2. Provides damage assessment on Parks properties.
3. Provides for debris clearance on Parks properties.

**F. Other City Departments**

1. Provides necessary assistance as requested.

**EMERGENCY SUPPORT FUNCTION - 4  
FIREFIGHTING ANNEX**

Primary Agency: Fire Department  
Support Agencies: Region Fire Service Coordinator  
Director of Emergency Services  
Public Works  
Police Department

**I. PURPOSE**

To provide for the command, control and coordination of fire prevention and suppression services within the City of Oak Harbor.

To provide for the coordinated use of emergency rescue, basic emergency medical services, and advanced life support services.

To provide for the coordinated use of fire department and support agency resources in the decontamination of personnel, equipment, and facilities contaminated by hazardous materials.

**II. CONCEPT OF OPERATIONS**

**A. Lead Agency**

The Oak Harbor Fire Department is the lead agency for fire suppression, emergency medical, rescue, and hazardous materials activities within the City of Oak Harbor. The department may work in coordination with other City departments and outside agencies as necessary.

**B. Mutual Aid and Assistance**

The Fire Department has mutual aid agreements with numerous agencies throughout Whidbey Island. Request for assistance may be made through these existing mutual aid agreements, or, when not available through normal channels. The EOC will coordinate assistance from County or State government.

**C. Communications**

Communications will be through established channels and means. Unless absolutely necessary, the EOC will not be used as the primary communications point for the Fire Department.

**D. Alerting**

The Oak Harbor Fire Department is responsible for the notification methods and procedures used in alerting or mobilizing off duty personnel. Unless otherwise indicated, the normal alert methods will be used to call off duty personnel. Back up notification shall be by the emergency public information procedures.

**E. EOC Response**

The Fire Department, through the Fire Chief or his/her designee, will provide staff to the EOC for the Operations Section Fire Unit.

**F. Fire Department Control**

The Fire Chief shall provide direction and control over department resources and coordination with the EOC. Department personnel shall operate according to specific directives, department Emergency Operational Procedures and exercising reasonable personal judgment when unusual or unanticipated situations arise and command guidance is not available.

**G. Incident Command**

The on-scene management of emergencies will follow the Incident Command System. Command posts may be established for the coordination of field operations. The On Scene Commander shall provide regular status reports to the EOC. The coordination of resources and requests for assistance will normally be through the EOC. Co-location of command posts or Unified Command will be the preferred method of field operations when multiple departments/agencies have command posts established or when multiple agencies are involved in the response.

**I. Island County Plan**

Coordination for assistance from Island County will be handled through the EOC. The Island County EOC and the Oak Harbor EOC will remain in close communications to insure proper resource allocation occurs.

**III. ORGANIZATION AND RESPONSIBILITIES**

**A. Lead Department**

The Oak Harbor Fire Department is responsible for direction, control and the coordination of emergency fire, medical, rescue, and hazardous materials response for the City.

**B. City Departments**

Other City departments and requested agencies will render the appropriate assistance when requested or required.

**C. Fire Department**

1. Provides fire suppression and control, and immediate life safety services within the City of Oak Harbor.
2. Develops lists of resources which includes apparatus, equipment, personnel and supplies.
3. Implements the Regional Fire Resources Plan when appropriate.
4. Develops Emergency Operational Procedures for use during major emergencies or disasters.
5. Provides a representative to the EOC to assist in the prioritization and coordination of Citywide response efforts as well as regional coordination with Island County and the Region when appropriate.

**D. Regional Fire Service Coordinator**

1. Coordinates countywide allocation of fire resources coming in from out of area agencies, through the Oak Harbor Fire Department.

**E. Director of Emergency Services**

1. Provides coordination and notification of outside agencies providing operational support if ICOM Communications Center is unable to do so or we are isolated from normal communications.
2. Supports operations through the coordination of resources not available through mutual aid.
3. Assists in the coordination with the Island County EOC, NAS EOC, and Washington State EOC.
4. Activates the EOC per the CEMP.

**F. Public Works**

1. Supports Fire Department requests for resources as required.

**G. Police Department**

1. Supports Fire Department requests for traffic or scene control and evacuation as required.

**EMERGENCY SUPPORT FUNCTION - 5  
EMERGENCY MANAGEMENT ANNEX**

Lead Agency: Director of Emergency Services  
Support Agencies: Fire Department  
Public Works Department  
Development Services Department  
Fire Department  
Police Department  
Human Resources

**I. PURPOSE**

To collect, report, and assist in the evaluation of disaster information throughout all phases of an emergency or disaster; to provide a system to facilitate warning, emergency response, emergency public information, disaster analysis, local (Oak Harbor area) requests for state assistance, emergency and disaster proclamation preparation, damage assessment, and recovery efforts.

**II. CONCEPT OF OPERATIONS**

**A. Initial Reports**

Initial reporting of disaster or emergency effects will be made by field personnel to the EOC. After a disaster proclamation has been made by the Mayor, operational readiness reports and operational situation reports will be made to the Director of Emergency Services and coordinated through the Planning Section Head. All reports will be evaluated and used by the Director of Emergency Services in evaluating initial situations and reporting of the initial situation to the City staff, the County, and the State.

**B. City Department Reporting**

All City departments are required to keep the EOC informed as to their status of readiness, needs, and situation. All departments and/or divisions/offices will make situation reports to the EOC when so required.

**C. City Department Assignments**

Each City Department (or division, as necessary) will be requested by the EOC to assign the coordination and control of reporting and receiving reports to one staff member.

**D. Use of Reports**

Operations reports will provide a basis for:

1. Briefings of the Emergency Preparedness Council
2. Briefings of government officials
3. Requests for assistance
4. Allocation of essential resources

5. Damage assessment

**E. Information Dissemination**

All information collected will be analyzed, evaluated, and made available to departments and agencies involved in emergency operations. Methods of dissemination will be through briefings, display boards, computer bulletins, and reports.

**F. Damage Assessment Reports**

Damage assessment reports are the most critical in terms of recovering costs in the event of a presidential declared disaster, or an event of such magnitude that other federal or state agencies may be available for monetary assistance. Reports on damage in the categories of public, private, and agriculture (if any) will be made available to State and Federal agencies and other political subdivisions in support of operational needs and recovery issues.

**G. Post-Disaster Reports**

Reports generated during an event will be collected and organized through the Planning Section Head. After an event, these reports will be used to generate a thorough analysis of the event and the City's performance, what areas were deficient, and what steps are needed to correct any deficiencies. This analysis will include financial assessments and impacts, as required.

**H. Briefings**

Daily briefings will be held for the purpose of updating the Mayor, other elected and key officials, and the media. The situation reports will be used as a basis for this briefing. Briefings may occur at more frequent intervals if warranted by the nature of the event.

**I. Collection Point**

The collection and dissemination of written reports provided for in this Annex will be accomplished from the EOC and approved by the Director of Emergency Services. Briefings concerning information generated through these reports will be made at announced locations.

**J. Public Access**

Information and reports collected by the City as part of an emergency or disaster made under this annex may be released as public information only with the approval of the Director of Emergency Services. All individuals gathering such information and generating reports will refer all requests for information and copies of reports to the Department of Emergency Services.

### **III. ORGANIZATION AND RESPONSIBILITIES**

#### **A. Emergency Preparedness Response**

Under normal operations, no one agency is assigned the responsibility of collecting information and preparing reports. Under disaster situations, this responsibility falls on the Director of Emergency Services. The Director will appoint a Planning Section Head to coordinate data collection, information analysis, and preparation of reports.

#### **B. Damage Assessment**

Under normal conditions, the City's Public Works, Fire, and Police Departments have the responsibility of damage assessment and reporting of City conditions. Under emergency disaster situations, the lead departments for damage assessment are; the Public Works Department for public facilities and the Development Services Department for residential and business property. The Fire, Police and Public Works departments are assigned to assist in the gathering of information.

#### **C. City Support**

Records, data, and information collection and analysis personnel of all City departments are considered support resources to both Operational Reports and Damage Assessment coordination.

#### **D. Field Support**

All field forces of all City departments will be used in the collection of information and data for reports and damage assessments.

#### **E. Director of Emergency Services**

1. Shall have overall responsibility for directing and controlling City government emergency reports.
2. Shall work with the Planning Section Head, and give appropriate guidance and direction to carry out the assigned tasks and responsibilities to the Document Unit.
3. The Document Unit will collect, code, and prepare operational readiness reports, damage reports, and operations situation reports for distribution.
4. Ensures that operational reports are forwarded to the State division of Emergency Management, as required.
5. Provides information, guidance, forms, and instructions to all City government agencies for the retention of information and supporting data and procedures for forwarding operational reports and information through the EOC.

#### **F. City Departments**

1. Shall make disaster reports to the EOC when so required.
2. Assign the coordination and control of reporting responsibility to one individual.

**G. Public Works**

1. Shall conduct damage surveys and situational evaluations of the City's buildings and structures, utilizing assistance from the Building division.
2. Through the Operations Section Head, shall direct and control City damage assessment operations throughout all emergency operational periods.
3. Shall provide a damage assessment coordinator, giving appropriate authority to carry out assigned responsibilities.
4. Shall coordinate the provision of damage assessment information and data to the Planning Section Head or the Situation Unit.
5. Establish procedures for obtaining information on damage from private sector organizations and Island County Government agencies if required or necessary.

**H. Development Services Department**

1. Provides personnel to conduct damage surveys and situational evaluations of both public and private property; and assists the Public Works department in assessing other public property such as roads, streets, bridges, utilities, etc.
2. Assists the damage assessment coordinator by providing damage analysis and assessments of the above facilities and systems as soon as emergency or disaster operations permit.

**I. Fire Department and Police Department**

1. In addition to the City department responsibilities, provides assistance to the damage assessment coordinator in providing "windshield survey" information.

**J. Human Resources**

1. In addition to the City department responsibilities, will provide emergency worker volunteers that may be able to assist in damage assessment activities.

**INFORMATION ANALYSIS AND PLANNING**  
**Appendix 1**  
**Situation Report Format**

SITUATION REPORT NUMBER \_\_\_\_\_

Date \_\_\_\_\_ EOC Phone \_\_\_\_\_ Regular Phone \_\_\_\_\_ Time \_\_\_\_\_

<b>1) GENERAL SITUATION SUMMARY</b>					

ACTIONS	YES	NO	DATE ENACTED	TIME
1A) Local EOC Open?				
1B) Local Emergency Proclamation in Effect?				

<b>2) PEOPLE AFFECTED</b>					
<b>2A) GENERAL</b>					
<b>2B) CASUALTIES REQUIRING HOSPITALIZATION</b> _____					
<b>2C) CASUALTIES NOT REQUIRING HOSPITALIZATION</b> _____					
<b>2D) PERSONS DECEASED</b> _____					
<b>2E) PERSONS MISSING</b> _____					
<b>2F) PERSONS EVACUATED (# &amp; to what location)</b> _____					
<b>2G) PERSONS ISOLATED/STRANDED (# &amp; location)</b> _____					
<b>3) PRIVATE PROPERTY</b>					
<b>3A) GENERAL</b>					

Number of:	Homes	Mobile Homes	Multiple Dwelling Homes	Farm Homes	Businesses
Destroyed/ Non-livable	3B)	3C)	3D)	3E)	3F) (Non-operational)
Damaged	3G)	3H)	3I)	3J)	3K)

<b>4) FACILITY DAMAGE</b>					
<b>4A) GENERAL</b>					

	DESTROYED	DAMAGED		DESTROYED	DAMAGED
4B) City Facilities			4J) Sewage Treatment		
4C) Roads & Streets			4K) Schools		
4D) Water Supply			4L) Marina Facilities		
4E) Water Tanks			4K) Hospitals		
4F) Elect. Supply			4L) Convalescent Facilities		
4G) Telephone Facilities			4M) Bridges		
4H) Radio/TV Station			4N) Other		
4I) Natural Gas			4O) Other		

SITUATION REPORT NUMBER \_\_\_\_\_

Page 2

5) <u>AGRICULTURAL LOSSES</u>				
5A) GENERAL				
	TYPE	NO. OF ACRES	% OF YIELD LOSS	DOLLAR AMOUNT
5B) Crop or livestock damage				
5C) Other: e.g. equipment, supplies, outbuildings, etc.				
6) <u>ANTICIPATED ASSISTANCE NEEDS</u>				
6A) GENERAL				
CAPABILITY	% OF TOTAL CAPABILITY USED	DESCRIPTION OF ANTICIPATED NEEDS		
6B) Search & Rescue				
6C) Medical Services				
6D) Engineering Services				
6E) Fire Suppression				
6F) Law Enforcement				
6G) Transportation				
6H) Communications				
6I) Mass Care				
6J) Public Health				
6K) Mortuary Service				
6L) Individual Assistance				
6M) Public Assistance				
6N) Other				
7) OTHER COMMENTS: (e.g. loss of revenue, projected economic impact, unemployment, etc.)				



**EMERGENCY SUPPORT FUNCTION - 6  
MASS CARE, EMERGENCY ASSISTANCE, HOUSING,  
AND HUMAN SERVICES ANNEX**

Primary Agency: Director of Emergency Services  
Support Agencies: Finance Department  
Development Services Department  
Human Resources  
Public Works Department

**MASS CARE**

**I. PURPOSE**

To provide for the maximum protection of the population from the effects of disasters or the potential effects of disasters, and to provide for a process that efficiently operates local emergency shelters within the City of Oak Harbor; to provide coordination between public agencies that may request shelter assistance; to provide coordination with County and State organizations in sheltering needs.

**II. CONCEPT OF OPERATIONS**

**A. Lead Organization**

1. Sheltering shall be coordinated from the EOC. All emergency operations that may lead to the use of sheltering or mass feeding, congregate care or other mass population activities will be coordinated by the American Red Cross.
2. Upon request, the Red Cross would activate, manage, and support public shelters and would provide related services needed by displaced populations during the sheltering period. The activation of sheltering or mass care facilities may include the provision of emergency food, water, shelter, clothing, health and mental health care, and crisis training of City staff and volunteers to assist in the Red Cross operations.
3. The American Red Cross, Religious Institutions, and other voluntary organizations may be called upon by the City of Oak Harbor to provide sheltering needs and to meet the emergency needs of displaced populations.

**B. Facilities Used**

Designated City-owned facilities may be used as emergency shelter facilities in situations where there are not enough Red Cross shelters, when there will be a delay in opening Red Cross shelters, or when it is the most expedient method for providing temporary shelter during a disaster. Parks Department staff will manage City-owned facility operations. Activation of City facilities for sheltering shall be coordinated by the Parks Department through the EOC, through the Operations and Logistics Section Heads.

**C. Staffing Requirements**

City of Oak Harbor staff may be requested to act as emergency workers in Red Cross shelters. The Human Resources Department shall be responsible for the assignment of City workers, as coordinated from the EOC through the Logistics Section Head.

**D. Public Information Required**

Any active situation that requires the activation of sheltering shall include a public information officer to adequately brief the media and the public on the status of the situation.

**III. ORGANIZATION AND RESPONSIBILITIES**

**A. Activation**

1. The Director of Emergency Services is responsible for issuing a request to the Red Cross to activate shelters. In the case of an emergency within the City, activation and coordination would occur with the Island County Chapter of Red Cross, through a Red Cross Supervisor in communication with the EOC.
2. The Director of Emergency Services shall coordinate with appropriate City departments to work with the Red Cross representative to identify safe areas of the City, inspection of identified shelters for safety and usability, safe routes of travel for staff and supplies, the number of shelters available, the duration of use, and the training and use of City staff in shelters, service centers, and mass feeding operations.
3. The Director of Emergency Services, with the County, shall assist in the coordination with state and federal services needed in sheltering and recovery services when appropriate.

**B. City Staff Shelters**

The Oak Harbor Senior Center is designated as the City staff shelter. The use of the Senior Center will be limited to City staff when necessary to provide sheltering, feeding, and sleeping areas during a protracted event that involves a large contingent of the City staff, or when a number of City staff have not been able to return to their homes due to a disaster.

**C. Director of Emergency Services**

1. Alerts the local Red Cross to advise them of the situation and requests activation of shelters.
2. Provides coordination of agencies and activities to ensure adequate shelter needs are met.
3. Coordinates between other jurisdictions, county, state, and federal agencies.

**D. Public Information Officer**

1. Coordinates public information concerning sheltering services with the Red Cross public affairs staff. Coordination may be necessary at shelter sites as well as at the EOC.
2. Assures that necessary information is disseminated to the public according to Annex E.

**E. Fire Department**

1. Provides emergency medical services and fire suppression as needed at shelters.

**F. Parks Department**

1. Develops plans for and coordination of the utilization of City facilities and park sites for use as reception centers, staging areas, or shelters, and provides staffing, as available.
2. Provides assistance in staffing the Senior Center as a designated shelter for City employees.

**G. Human Resources**

1. Coordinates the registration and use of City staff and volunteers at City owned shelter facilities.
2. In cooperation with other City departments, provides for emergency sheltering of City staff during disaster activities.
3. Coordinates private offers of assistance.

**H. Police Department**

1. Establishes security as needed at public shelter locations.
2. Provides crowd and traffic control at public shelter or mass care facilities.
3. Assists in identifying safe routes of travel to and from shelter sites.

**I. Public Works Department**

1. Coordinates the disposal of solid waste from shelter sites.
2. Assists in emergency repairs at shelter as appropriate.
3. Provides and identifies safe routes of travel to and from shelter sites.
4. Assists in crowd control operations through signing and barricades.
5. Assists in providing emergency radio communications between shelters and the EOC.

**J. Red Cross**

1. Acts as lead agency for emergency shelter operations.

**K. All City Departments**

1. Provide emergency service workers as requested.

## **INDIVIDUAL ASSISTANCE**

### **I. PURPOSE**

To provide mass care and individual assistance to residents that may not be able to care for themselves during and immediately following an emergency or disaster and to support congregate lodging and basic human needs provided to the public through private organizations.

### **II. CONCEPT OF OPERATIONS**

#### **A. Initial Notification**

The need for mass care and individual assistance will be identified through the Director of Emergency Services, who will have the initial responsibility of notification to disaster assistance organizations capable of providing such services during and immediately after a disaster.

#### **B. Type of Services Expected**

Mass care services included, but are not limited to: emergency food, shelter, clothing, childcare, medical care, disaster inquiry and disaster related psychological services.

#### **C. Coordination of Services**

Emergency social services will coordinate with resource providers that include: State Department of Social and Health Services, Island County Department of Human Services, school districts, churches, institutions, and commercial facilities for personnel and resource support.

The Human Resources Director for the City of Oak Harbor will work with various private or non-profit organizations to insure their cooperative efforts during and immediately following a disaster.

#### **D. Primary Service Provider**

The City of Oak Harbor relies upon local disaster assistance organizations to provide mass care and individual assistance. The American Red Cross is the coordinator and prime operator of the City's mass care operations.

The Red Cross will work in coordination with the Island County Local Emergency Response Committee and other organizations to assure efficient and effective utilization of local resources in the relief effort.

#### **E. Coordination from the EOC**

When necessary, the coordination of mass care and individual assistance will be shifted from the EOC to the Disaster Application Center (DAC), if and when established after a disaster.

**F. Individual Assistance**

Individual assistance to disaster victims will be provided primarily by local disaster organizations and various county, state, and federal agencies. The range of services needed by disaster victims will depend on the emergency, and could include temporary housing, furniture, building/repair supplies, occupational or mental health services.

**G. Presidential Declaration - Effect On**

In the event of a Declaration by the President of a disaster in the City of Oak Harbor (Island County), additional emergency welfare services may become available to eligible disaster victims. These may include low-interest loans, food stamps, disaster counseling, and additional unemployment benefits. These services are normally coordinated through the DAC established after a disaster.

**H. Other Services Provided**

The federal government has in place other assistance that is available without a presidential declaration.

The Director of Emergency Services will monitor events that do not trigger a declaration to determine whether other federal assistance is possible to residents or businesses within the City of Oak Harbor.

**I. Disaster Application Centers**

The Director of Emergency Services will work with the State and Federal governments to find adequate facilities needed to open a DAC. Pre-planning or liaison activities will occur to identify facilities that may be appropriate prior to an event requiring a DAC or multiple DACs for the City of Oak Harbor or the surrounding area.

**III. ORGANIZATION AND RESPONSIBILITIES**

**A. Finance Department**

1. Will insure the proper receipt, distribution, and accounting of federal and other funds made available for emergency social services through the City of Oak Harbor.

**B. Director of Emergency Services**

1. Will provide assistance to the Human Resources Director in coordinating services needed.

**C. Development Services Department**

1. Will assign staff to the DAC, if required.

**D. Human Resources**

1. Will assist in the coordination and provisions of counseling and psychological support programs necessary to reduce mental anguish of persons suffering from disaster trauma.

**E. Parks Department**

1. Will make available City facilities and equipment to provide congregate care facilities or services, as required.
2. Will provide staffing for congregate care facilities or services under the direction of the Red Cross or other volunteer organizations, as needed.

**F. Community Resources**

Refer to Human Services Directory located in the EOC.

**EMERGENCY SUPPORT FUNCTION ESF - 7  
LOGISTICS MANAGEMENT AND RESOURCE SUPPORT ANNEX**

Lead Agency: City Administration (Mayor/City Administrator)  
Support Agencies: All City Departments

**RESOURCE SUPPORT**

**I. PURPOSE**

To provide for the effective utilization and conservation of available local resources of the City of Oak Harbor; and to coordinate the provisioning of available regional resources with surrounding cities, Island County, State of Washington, and the Federal Government.

To administer economic stabilization measures, as authorized, through coordinated rationing of food, fuel, and other essential items and by stabilization of prices and rents, including sales prices of real property, as authorized.

**II. CONCEPT OF OPERATIONS**

**A. Mobilization Responsibilities**

In order to carry out its resource mobilization responsibilities effectively, the City will make provision for the development and administration of policies, programs, and measures for the management of each major category of resources under its emergency control and the overall coordination and direction of its resource program.

Responsibilities for administering individual resource programs will be assigned, as much as possible, to existing departments or divisions within the City of Oak Harbor government, with the appropriate utilization of private business as appropriate.

Emergency management of any resource will involve the following functions:

1. Evaluating the relationship between the current and probable future supply of and the requirements for a particular resource.
2. Determining the extent to which available resources can be used to meet current operating needs as compared with longer-range needs.
3. Taking actions necessary to channel resources for use in essential activities.
4. Ensuring the most effective use of existing and potential supplies of the resource and to take measures to improve the future supply situation.
5. Evaluating and adjusting such policies, programs and measures to meet new emergency needs and conditions, and changes in the supply and requirements of a given resource.

**B. Free Market**

A free market economy and existing distribution systems will be maintained to the maximum extent possible as the primary means for continuing operation of the City's and region's economic and private sector systems. However, efforts to support regional, state,

or federal requests in support of mobilization efforts, for whatever hazard, may require a modification of normal business procedures.

**C. Controls**

Where government resource management is required, voluntary controls, as opposed to mandatory controls, will be encouraged. It is the policy of the City of Oak Harbor that controls will only be placed where necessary and be removed as soon as possible.

**D. Regulation of Activities**

Activities may be regulated based upon the availability (or lack) of a commodity in short supply. The control of a commodity necessary to the essential survival of the general population or the government will take precedence over any activities that are non-essential.

**E. Regulations Transferred**

Regulations that are used to control one resource may be used to control other resources. The duplication of regulations will be avoided if at all possible in the controlling of resources.

**F. Public Information**

The public will be encouraged to cooperate with emergency resource management measures imposed by the City through aggressive public information programs.

**G. Preparedness Activities**

It is the policy of the City of Oak Harbor to ensure a continuing state of preparedness within the City to manage its own resources and those available to it on a day-to-day basis. Normal City organizational responsibilities will be used as much as possible to ensure this is accomplished.

**H. Emergency Services**

During and directly after a disaster, emergency service needs will become the major users of resources. Resource needs will be coordinated through the EOC. Needs for resources will be submitted and coordinated with the County and State Emergency Management organizations.

**I. Primary Resources Defined**

The primary categories of resources and services deemed most essential to the survival and recovery of the City and region are: food, water, construction and housing, electrical power, telecommunications, medical and health services, natural gas, petroleum, transportation, and personnel.

**J. Staging**

The following is a list of disaster staging areas that have been pre-selected in the event of a large scale emergency or local disaster situation. These locations will be utilized by the Operations Section within the EOC where responding units/organizations may stage personnel, supplies, and equipment in response to, and support of, the emergency situation. These areas may also function as temporary storage facilities of heavy equipment and material, if so required.

Should any of the listed staging areas not be available due to the effects of an emergency or disaster, or for any other reason, alternate locations will be selected by the EOC and in coordination with responding field forces.

**DISASTER STAGING AREAS**

1. Northeast
  - a. Public Works Facility .....1400 NE 6<sup>th</sup> Avenue
  - b. North Whidbey Middle School.....67 NE Izett Street
  
2. Northwest
  - a. Oak Harbor High School .....950 NW 2<sup>nd</sup> Avenue
  - b. Hillcrest Elementary School .....1500 NW 2<sup>nd</sup> Avenue
  
3. Southeast
  - a. Oak Harbor Marina .....1401 SE Catalina Drive
  - b. OH School Dist. Maint.Compound....200 SE Midway Blvd
  - c. Skagit Valley College .....1900 SE Pioneer Way
  
4. Southwest
  - a. Broad View Elementary School.....473 SW Fairhaven Drive
  - b. Wal-Mart.....1250 S.W. Erie Street
  - b. Safeway.....31656 SR 20
  - c. Albertson’s.....1450 SE Erie Street
  
5. Central
  - a. Kmart .....32165 SR 20
  - b. North Whidbey Middle School.....67 NE Izett Street
  - c. Oak Harbor Elementary School.....151 SE Midway Blvd.
  - d. Oak Harbor Christian School.....675 E. Whidbey Ave.
  - e. Oak Harbor High School.....950 NW 2<sup>nd</sup> Ave.

**III. ORGANIZATION AND RESPONSIBILITIES**

**A. National Obligations**

In the event of a limited national defense and/or security emergency, City government would support national resource mobilization policies and goals by complying with Federal rules and regulations on resource production, distribution, conservation, and use, as they pertain and are communicated to us through the State Emergency organization.

**B. Assumption of Responsibility**

In the event of a general national defense and/or security emergency, City government would, as required, direct the conservation, distribution (including rationing), and use of those resources essential to the protection and general welfare of the people of the City until effective Federal or State direction and control could be established. The City will not assume responsibility for managing those resources under the jurisdiction of a Federal or State agency capable of providing that function. However, the City will **assist**, if requested by the controlling agency, by providing whatever resources it has available.

**C. Liaison**

In addition to the Liaison position in the EOC, the Director of Emergency Services, along with the Mayor, shall select business or industry representatives to serve as liaison between the private sector resource providers and the EOC, and to act as advisors on production, distribution, and use of resources available.

**D. Authority and Control**

State and local government controls over specific resources and economic activities are assigned by State emergency operations, State statutes, County charter and City ordinances.

There are basic measures or forms of economic stabilization available to the City for mobilization of resources in any emergency. They are designed to achieve two basic purposes: 1) control the use of resources, and 2) increase the supply of resources. The basic measures or forms include:

1. Indirect - Voluntary and indirect control measures include special financial arrangements to encourage expanded function, and training and information through Public Information to solicit voluntary cooperation from the public and from industry.
2. Direct - Mandatory direct control measures include priority systems of distribution, allocation systems, production directives, conservation measures, consumer rationing, anti-hoarding measures, and construction (or restriction) directives.
3. Anti-hoarding - The authority to prohibit the accumulation and hoarding for business, personal or home consumption.
4. Priority - The authority to require that performance under contracts and orders deemed necessary to promote stability after a disaster would take priority over any other contract or order (i.e. National defense and security would be priority over other activities).
5. Allocation - The authority whereby a scarce and critical item, material, commodity or product, could be assigned or reserved for exclusive use.
6. Requisitioning - The authority whereby, in certain urgent circumstances and under certain specified conditions, the City may obtain the use of any equipment, materials, supplies, components or facilities and other real property needed, provided just compensation is made.

**E. Primary Responsibilities**

The primary emergency resource management responsibilities of the City are: to maintain or restore vital facilities and essential public services; provide essential supplies; exercise government control of acquisition and disposition of local resources; and monitor rebuilding and rehabilitation of privately owned homes and facilities; maintain, repair or restore local roads and utilities, provide emergency supplies of water, power and transportation; inspect, demolish and remove debris from hazardous structures and areas; maintain inventory and control of food, water, medical supplies, petroleum products and other essential supplies and equipment; re-supply shelters; monitor emergency shutdowns of industrial facilities; and issue building, electrical and other construction related permits requiring conformity with City, County, and State statutes.

The activities described may be performed in conjunction with other public or private agencies as required.

**F. Mayor (Executive)**

1. Have the primary responsibility for managing locally available resources as authorized by Federal and State plans and laws.
2. Appoint ration, price control, and/or rent boards or any sub-boards or committees which may be required for the City to assume the emergency duties as indicated in the Washington State Emergency Resource Management Plan.
3. Establish specific priorities in the assignment and use of all resources, including personnel, food, water, health resources, fuel, electric power, transportation, communications, and other survival items and services.

**G. City Council**

1. Responsible for making policy, adopting and enacting ordinances and motions to place economic controls into effect, as authorized by state statutes.

**H. Director of Emergency Services**

1. Provides guidance for City officials on the relative urgency of essential services.
2. Assists the Mayor's office in drafting appropriate ordinances for Council approval.
3. Assists in selecting members at large to serve on boards or committees required to control resources.

**I. Police Department**

1. Provide the necessary security to ensure that stockpiled and/or stored materials and supplies are secured from looting or vandalism.
2. Provide crowd control during distribution of resources.

**J. Parks Department**

1. Coordinate the use of any parks facility for the purposes outlined in this Annex.

**K. Public Works**

1. Insure City of Oak Harbor resources are maintained and cataloged in proper order for use during emergencies or disasters.

**L. Building Division**

1. Evaluation of all buildings or facilities used for stockpiling of resources for health and safety.

**HUMAN RESOURCES**

**I. PURPOSE**

To provide for the recruitment, allocation, utilization and general management of civilian labor forces required for emergency activities essential to emergency response and recovery operations; to insure proper accounting of spontaneous voluntary forces during emergencies.

**II. CONCEPT OF OPERATIONS**

**A. City of Oak Harbor Use of Personnel**

All City departments and agencies or supporting organizations will operate in any disaster using normal and available personnel before requesting additional resources for disaster operations. Where personnel needs are beyond the capabilities of the City of Oak Harbor resource pool, additional resources will be requested through the EOC. The EOC will initiate the necessary procedures to meet the required personnel requirements from the following resources, in priority order:

1. Neighboring jurisdictions
2. County
3. State
4. Federal
5. Volunteers

**B. City Employee Status**

All employees of the City of Oak Harbor are designated as Emergency Workers by City Ordinance 1.10.090. It is the City's policy to assign emergency workers to assignments during an emergency or disaster that best suit their abilities and area(s) of training. This does not preclude the possibility that City employees would be assigned outside their area of abilities under direction of the EOC and/or the Incident Commander in the field.

**C. Human Resources Director**

The Human Resources Director will make full use of the voluntary cooperation generated by a disaster, and of the capabilities of the State Department of Employment Security, labor, management and other groups in coordinating personnel mobilization programs.

The Human Resources Director will identify a member or members of staff to coordinate and assist in this activity.

**D. Activities Coordinated**

The coordination of personnel made available for emergency operations by private sector organizations, including volunteer organizations, will be accomplished through the EOC.

**E. Spontaneous Volunteers**

It is assumed that spontaneous volunteers will be available during any such disaster. Should these individuals appear at a disaster scene or scenes, the Incident Commander will notify the EOC on the number available. Unless needed immediately at the incident site by the Incident Commander, spontaneous volunteers will be assigned appropriately by the EOC.

Appropriate personal information will be obtained from the spontaneous volunteer for the purpose of documenting his/her activities, and to meet state law concerning emergency workers (RCW 38.52).

**III. ORGANIZATION AND RESPONSIBILITIES**

**A. City Government**

The City of Oak Harbor is responsible for the coordination and implementation of Federal, State, County and City programs for the emergency management of available civilian personnel resources within the City of Oak Harbor.

It is the policy of the City of Oak Harbor to utilize all available local personnel resources within the City of Oak Harbor to specifically assist the City in emergency and recovery operations. If it is determined that the City of Oak Harbor pool of available emergency workers is not expended, these resources will be made available to neighboring jurisdictions, County, State, and Federal requests through the EOC, as requested.

The City is responsible for the recruitment and priority referral of available personnel resources to essential emergency services for City agencies and supporting organizations.

The City is responsible for providing guidance in the pre-emergency identification, assignment, and effective utilization of community personnel resources.

**B. City Departments**

1. Each City Department will maintain a list of all active full time, part time, and temporary employees and will maintain call-out data for use during an emergency.
2. Each City Department will work with the Human Resources Department to insure each employee fills out and returns the Family Area Network information.
3. Each City Department will identify volunteer organizations that are, or would likely be, available during a disaster and provide two emergency contact names and phone numbers to the Human Resources Department.

**C. Director of Emergency Services**

1. Maintains liaisons with local, private sector, and personnel resource providers.
2. Assists the Human Resources Department in maintaining a current list of emergency services workers.
3. Assists the Human Resources Department in issuing Emergency Identification Cards to those individuals identified in pre-disaster interviews.

**D. Human Resources**

1. Develops procedures to provide for the effective mobilization of available personnel resources.
2. Coordinates the recruitment and allocation of personnel resources required for essential activities of City government and supporting agencies.
3. Establishes liaison with Island County government for the management of emergency personnel resources and personnel support requests, if required.
4. Establishes liaison with the branch office manager of the Department of Employment Security to coordinate personnel resources and support requirements, if required.
5. Assists City departments and offices in reallocation of existing personnel resources to meet essential needs of City government.
6. Assists the Public Information Officer in preparing news releases on personnel needs and requirements, recruitment and utilization policies, and general management procedures.

**EMERGENCY SUPPORT FUNCTION - 8  
PUBLIC HEALTH AND MEDICAL SERVICES ANNEX**

Primary Agency: Fire Department  
Support Agencies: Whidbey General Hospital  
Island County Public Health Department  
Local Health Providers  
Island County Medical Examiner  
Local Morticians  
Police Department

**I. PURPOSE**

- A. To provide for the organization, mobilization, coordination and direction of emergency medical, emergency health, and emergency mortuary services and resources in a disaster.
- B. To provide for the coordination of emergency hospital services.
- C. To provide for the care of the sick, injured, and deceased resulting from a disaster.
- D. To provide for the coordinated use of medical personnel and communications.
- E. To provide for the systems and methods required to prevent or control disease.

**II. CONCEPT OF OPERATIONS**

**A. Health, Environmental Health and Mortuary Services**

- 1. Emergency health, emergency environmental health, and mortuary services will be directed and controlled by Island County Department of Public Health officials and private health and mortuary providers pursuant to the responsibilities section of this Annex. Department of Health officials may operate from the EOC if needed. The coordination and call - out of the Department of Health will be handled through the Island County Department of Emergency Services. Field locations for operations or emergency operating locations will be established under the direction of the Health Department in accordance with their Emergency Operational Procedures.
- 2. Emergency health and emergency environmental health support of private institutions, business and organizations required in the City of Oak Harbor will be coordinated as much as possible through the Island County Department of Public Health.
- 3. The City of Oak Harbor shall endeavor to keep a current list of emergency health support available within this City.

**B. Emergency Medical Services**

- 1. Emergency medical services organization and mobilization during emergencies will be the responsibility of the City of Oak Harbor Fire Department (see [ESF-4: Firefighting](#)).

2. On-scene management of emergencies will follow the Incident Command System (ICS) as established and adopted by the Fire Department.
3. In the event of structural failure or inaccessibility of medical clinics and hospitals in a disaster, any City facility or temporarily established site may act as a remote emergency clinic, temporary hospital or morgue for its local area until coordination of more permanent facilities can be established by the EOC.
4. Any site designated by the Incident Commander may serve as a command post, staging area, triage, treatment, transportation station, communications center, medical clinic, temporary hospital, or temporary morgue in any other functional capacity appropriate for the situation.
5. The Fire Department shall establish a system to expand emergency medical support, and provide support to local hospitals in the coordination and establishment of expanded hospital facility needs during an emergency.
6. When activated, the Fire Department will work with the EOC to coordinate expansion of hospital care to field operations when needed.
7. Mutual aid agreements exist with numerous jurisdictions and departments throughout Whidbey Island. Requests for assistance will normally be coordinated through the EOC in conjunction with Island County DES.
8. Communications will be through established channels and the City of Oak Harbor will follow current accepted communications procedures within the Island County medical response community known as "Medical Control", coordinated through Whidbey General Hospital.
9. Transportation for the injured will be coordinated by the Whidbey General Hospital, and may include private carriers.
10. Assignments of patients to hospitals or temporary treatment facilities will be coordinated through "Medical Control."
11. Whidbey General Hospital will provide support for coordination of medical supplies available in Island County upon request.

### **C. Emergency Hospital Services**

1. Medical care for the injured will be provided at local hospitals, temporary treatment, and medical facilities. Direction and control of emergency operations at hospital facilities or medical facilities will be the responsibility of the facility managers, directors, or staff.
2. Whidbey General Hospital is designated as the primary "Medical Control" in a multiple casualty incident (MCI) and Island Hospital (Anacortes) is designated as the alternate or "back-up" control site.
3. Medical Control will coordinate the distribution of patients to hospitals or temporary treatment and medical facilities.

### **D. Scene Response Requirements**

All first responders of the City of Oak Harbor (Police, Fire, Public Works, or Parks) shall:

1. Verify alarms.

2. Prior to arrival of medical personnel (Aid or Medic), assess the situation and inform or advise their dispatcher. Appropriate contact with emergency dispatch personnel will take precedence over other activities.
3. The first responder shall provide as much emergency traffic routing information and patient information as possible or available.
4. First responders shall establish an initial command post and provide first aid until arrival of medical personnel (Aid or Medic).

#### **E. Communications**

1. Communications and coordination of emergency medical service responders is generally handled by I-COM Communications, known as "I-COM".
2. Hospital Emergency Administrative Radio (HEAR) provides the communications network between Medic Units, the hospital designated as "Medical Control" and all other hospitals in the area affecting the City of Oak Harbor. Information transmitted over this frequency will be limited to the following:
  - a. Activation of the "all-call alert" to notify hospitals of the incident.
  - b. Return exchange of hospital patient capabilities from hospitals to "Medical Control".
  - c. The HEAR frequency would be used to relay patient medical information or arrival time to receiving hospitals.

#### **F. Ancillary Services**

1. Disaster relief organizations in addition to the American Red Cross will be requested to provide emergency medical and health services consistent with their resources, personnel and capabilities.
2. Emergency medical, health, and mortuary services, personnel and supplies not available within the City of Oak Harbor will be requested from the Island County Department of Emergency Services through the Island County EOC.
3. Private ambulances or other private transport units may be used, including buses, to transport patients. The Director of Emergency Services will coordinate this through the EOC.

#### **G. Temporary Mortuary Services**

1. In the event of a large number of fatalities, temporary morgue facilities may be set up through the use of semi-tractor/trailer refrigeration units until such time as other facilities are available.

### **III. ORGANIZATION AND RESPONSIBILITIES**

#### **A. Providers**

Medical, health, mortuary, and hospital services are provided to residents of the City of Oak Harbor primarily by the Oak Harbor Fire Department, Whidbey General Hospital (North Whidbey EMS), Island County Department of Public Health, and private hospitals. Additional medical, health, and mortuary services are provided by numerous

private medical service providers. All unassigned City personnel shall be made available for duties related to a mass casualty incident as necessary.

## **B. Additional Providers**

Non-City government, private, or non-profit organizations will be requested to support the City of Oak Harbor medical, health, and mortuary services and hospitals by providing emergency services consistent with their abilities and capabilities.

## **C. Fire Department**

1. The Fire Department shall develop an inventory of medical facilities, clinics, medical personnel, medical transportation, communications, and supply sources as published in supporting documents.
2. The Fire Department officer in charge of the incident shall establish incident command and provide initial incident evaluation to ensure appropriate coordination of resources and mitigation of the incident.
3. Assure that the implementation of the Simple Triage and Rapid Treatment (S.T.A.R.T) system is not delayed pending the arrival of the primary medic units. Then the Incident Commander shall insure that all responsibilities of the Medical Group Supervisor position are completed.
4. The Director of Emergency Services' responsibilities shall include but are not limited to: fire suppression, rescue and mitigation of mass casualties.
5. Coordinate all aspects of medical care and transportation of patients at a specific scene, including but not limited to: triage, treatment, transportation and set-up of an initial morgue area.
6. Contact Whidbey General Hospital as the appropriate disaster medical control facility.
7. Provide assistance to health care facilities in the implementation of plans to reduce patient populations if evacuation is necessary and with provisions for continuing medical care for patients that cannot be evacuated.
8. Provide incident status and operational needs to the EOC at regular intervals.
9. Evaluates the on-scene situation and determine whether or not there is a need for post incident Critical Incident Stress Debriefing (CISD).
10. Provide initial coordination and notification of outside agencies providing operational support based on requests for assistance from field personnel.

## **D. Local Hospitals**

1. Provide a liaison at the EOC when appropriate for coordination of operations.
2. Coordinate movement of patients from the field to area hospitals through "Medical Control".
3. Coordinate the establishment of temporary medical facilities with the EOC and the Fire Department.

**E. Island County Public Health Department**

1. Organization and mobilization of public health services during an emergency.
2. Monitor potential causes of communicable diseases in the wake of a disaster.
3. Identify and coordinate activation of additional mental health professionals when needed.
4. Establish monitoring facilities for problems regarding public health, water supplies, sanitation, and food needs when appropriate.
5. Provide information and instructions to facility managers and the general public to safeguard public health, water supplies, sanitation and food.
6. Provide inoculation of individuals if warranted by threat of disease.
7. Provide information on health department activities to the EOC.

**F. Island County Medical Examiner**

1. Coordinate with the local morticians to expand mortuary services as appropriate to the situation.
2. Establish temporary morgues, determine cause of death, coordinate the disposition of corpses, and notification of relatives.
3. Coordinate activities with the EOC, morticians, police, and incident commander(s).
4. Provide liaison at the EOC to assist in coordination of activities when appropriate.

**G. Local Morticians**

1. Assist the medical examiner in establishing temporary morgues and transporting and storing corpses until final dispositions are determined.
2. Provide liaison at the EOC to assist in coordination activities when requested.

**H. Police Department**

1. Provide assistance to the medical examiner in the identification of deceased victims.
2. Provide security to field morgue operations and facilities.
3. Provide perimeter control at incident scenes when requested.

## **EMERGENCY SUPPORT FUNCTION - 9 SEARCH AND RESCUE ANNEX**

Lead Agency: Police Department  
Support Agencies: Fire Department  
Human Resources Department  
Director of Emergency Services

### **I. PURPOSE**

To provide for the coordinated control and use of available urban search and rescue, specialty rescue, and wilderness area search and rescue operations.

### **II. CONCEPT OF OPERATIONS**

#### **A. Responsible Agency**

The Chief of Police for the City of Oak Harbor will conduct urban search and rescue operations in buildings that have been damaged during a natural or man-made event. **(State law places responsibility for Search and Rescue with the chief law enforcement jurisdiction. However, practically speaking, the fire and rescue agencies will be the lead agency in conducting building search and rescue.)**

Local resources will be used as available. When local search and rescue resources are exhausted, or if needed specialty resources are not locally available, assistance will be requested through the Island County DES.

#### **B. Resources Used**

The existing search and rescue resources consist of Fire and Police Department personnel, qualified volunteer search and rescue units, and explorer posts. These shall be the nucleus around which operations may be expanded and conducted in a major emergency or disaster. Any person used for search and rescue operations will be appropriately registered as an emergency service worker.

#### **C. Priorities**

The search for a recovery of bodies will be conducted secondarily to rescue of survivors or potential survivors. Once all efforts have been extended to surviving victims and the environment will allow for safe operations by search and rescue personnel, recovery of bodies will take place.

#### **D. Fire Department Expertise**

The Police Chief or his/her designate may request Fire Department assistance through normal communications channels and will set up a unified command post at the scene for coordination of activities.

**E. Call Out**

Should an incident present a situation that is beyond the City of Oak Harbor capabilities, the Incident Commander or the Chief of Police will request assistance for Search and Rescue units through ICOM Communications Center. If the search and rescue operation is in conjunction with a disaster that has activated the EOC, the call out of additional support personnel will be coordinated through the EOC.

**III. ORGANIZATION AND RESPONSIBILITIES**

The Police Chief, as the chief law enforcement officer of the City, is responsible for search and rescue operations within the City. The Director of Emergency Services shall be responsible for coordinating and supporting actual administrative and field operations with other local governments, volunteers, and other support units, as required.

**A. Police Department**

1. Assumes responsibility for the direction and control of search and rescue activities and supporting units and organizations.
2. Advises the Mayor's office when search and rescue operations may warrant media attention.
3. Initiates all necessary documentation on staff and equipment use during search and rescue operations.
4. Assigns staff personnel (one or more) as the Search and Rescue Coordinator. For the purposes of this Annex, the designated on-duty Sergeant shall be the coordinator unless otherwise assigned.

**B. Fire Department**

1. Will assign a Coordinator within the Fire Department to act as a liaison with the Police Department.
2. Will provide any necessary staff or equipment as requested by the Police Department.

**C. Human Resources**

1. Provides for the registration of emergency service search and rescue workers for employee status under WAC 118-04.

**D. Director of Emergency Services**

1. Notifies the State Emergency Management Division of all search and rescue missions; obtains mission number at the request of the Police Department.
2. Notifies the Island County Office of Emergency Management of any significant search and rescue efforts.
3. Coordinates outside resources, as necessary, through Island County DES.
4. Forwards all records of personnel involved in search and rescue to the State for accounting in mission activities.

5. Works with the Finance Director and the Compensation Board in processing compensation claims (medical and property loss/damage) arising from search and rescue missions, for volunteers or political subdivisions, as necessary (see RCW 38.52.210 – “The compensation board shall be composed of the mayor; the director of emergency management; one councilmember or commissioner selected by the council or the commission; the City attorney or corporation counsel; and the local coordinator of medical and health services.”).

## **EMERGENCY SUPPORT FUNCTION - 10 OIL AND HAZARDOUS MATERIALS ANNEX**

Lead Agency: Fire Department  
Support Agencies: Director of Emergency Services  
Northwest Clean Air Agency

### **I. PURPOSE**

To provide procedures and an organizational capability within the City of Oak Harbor to detect, measure, report, and reduce hazards involving any hazardous substances or material, including radioactive materials.

### **II. CONCEPT OF OPERATIONS**

#### **A. Primary Response Agency**

The City of Oak Harbor Fire Department has the primary responsibility for responding to and coordinating additional response, evacuation, or other measures in the event of a radiological/technological hazard. The City of Oak Harbor Fire Department has in place mutual aid agreements and will maintain its relationship to other agencies that coordinate together to form the Haz-Mat team(s).

##### 1. Haz-Mat Coordination

The Fire Department will maintain a current list of private contractors or vendors for clean-up responsibilities.

#### **B. Organization Support**

The Fire Department will, when necessary, coordinate through the Director of Emergency Services on any such incidents which will require the movement of people, sheltering, food, bedding or clothing requirements.

#### **C. Coordination**

The Fire Department will coordinate with outside agencies as required.

#### **D. County/State Assistance**

In the event of a radiological event that is beyond the Fire Department's capabilities, the Director of Emergency Services or his/her designee will request County and/or State assistance.

**E. Radiological Policy**

The City of Oak Harbor recognizes the potential use of nuclear weapons, although reduced, still exists. However, the policy of the City of Oak Harbor is to prepare for isolated incidents or events caused by random terrorist activity that may be related to a radiological release.

**III. ORGANIZATION AND RESPONSIBILITIES**

**A. Fire Department**

The Fire Department has the primary responsibility for radiological/technological hazard materials incidents and shall coordinate, when necessary, with the EOC as required.

**B. Director of Emergency Services**

1. Will provide necessary support to the City of Oak Harbor Fire Department as required.
2. Shall serve or appoint a radiological officer to coordinate the City's radiological equipment and training.

**C. City Departments**

1. City Departments will coordinate, as necessary, with the Fire Department and notify them when hazardous materials or radiological issues come to their attention.

**D. Island County Department of Health**

1. Island County Health shall have the primary responsibility for determining when a contaminated site is safe for re-occupancy.

**F. Federal Government**

1. The Coast Guard shall provide necessary support for Hazardous Materials or other issues related to the navigable waterways through the operation of the National Response Center (NRC).
2. The Federal Emergency Management Agency (FEMA) shall provide guidance and support for drills and exercises, and coordinate information in this region regarding radioactive fallout potentials, survival supplies, and emergency and operational status reports.
3. The Environmental Protection Agency (EPA) will provide necessary support to the Fire department as required, and responds with advice and technical resources to protect the environment from all types of hazardous substances.

**G. Northwest Clean Air (Air Pollution Authority (NWAPA))**

1. NWCA shall provide support, as necessary, to the Fire Department, and responds with advice and technical assistance and resources on identified incidents.

## **H. State Government**

1. The Department of Ecology provides on-scene coordination, technical information on containment, cleanup, disposal and recovery, environmental damage assessment, laboratory analysis and evidence collection for enforcement actions for non-radioactive environment threatening hazardous materials incidents, as required.
2. The Washington Military Department Emergency Management Division provides 24 hour capabilities to receive notifications of incidents and requests for assistance and initial notification to local, state, and federal response organizations.
3. The Washington State Department of Fisheries will coordinate and provide resource information on potential or actual fish and fish habitat damage and cleanup.
4. The Department of Transportation (DOT) will coordinate and provide personnel and equipment needed to establish traffic control and cleanup activities on state roads and interstate highways. DOT requests off of state or interstate routes must be made through the County office of Emergency Management.

## **I. State Patrol**

1. The WSP acts as designated Incident Command for hazardous materials incidents on all interstate and state highways unless the local jurisdiction assumes that responsibility. The City of Oak Harbor has assumed that responsibility.

**EMERGENCY SUPORT FUNCTION - 11  
AGRICULTURE AND NATURAL RESOURCES ANNEX**

Lead Agency: Oak Harbor Finance Department  
Support Agencies: Oak Harbor Finance Department  
City of Oak Harbor Equipment and Purchasing Coordinator  
Oak Harbor Police Department  
Island County Public Health Department  
American Red Cross

**I. PURPOSE**

Determine nutrition assistance needs, obtain appropriate food supplies, and arrange for delivery, control, and distribution of the supplies. Respond to animal and plant diseases and pests, including outbreak of highly contagious or economically devastating disease.

**II. CONCEPT OF OPERATIONS**

**A. Normal Operations**

Elected and appointed head of City departments and offices will operate under the City of Oak Harbor municipal code and/or the appropriate ordinance(s) for authorizing normal and emergency purchase of supplies, food, and equipment. Established procedures for procurement of supplies, food, and equipment will be followed by all departments and divisions, as set out by the Director of Finance.

**B. Disaster Operations**

Where the magnitude of the disaster is such that the City of Oak Harbor cannot support emergency operations logistically from local resources, the Director of Emergency Services will coordinate requests for supplemental supplies, food, and/or equipment with other local jurisdictions, the County, and the State Emergency Management Division.

**C. Priority Use of Resources**

The City of Oak Harbor recognizes its responsibility to properly manage food and other resources that may be in short supply in a disaster. In case of the need of emergency control of food resources, the City will prioritize the distribution of food to insure all segments of the population are adequately treated.

Emergency workers actively participating in the response and recovery efforts will receive appropriate rations of food and water commensurate with the activities involved.

**D. American Red Cross**

The American Red Cross shall be the primary provider and coordinator of mass feeding under emergency circumstances.

**E. Public Information**

The public will be informed as to the status of food and other supplies that may be needed, the location where distribution will take place, the time or times when such distribution will take place, and where the public may go to advise the Director of Emergency Services about shortfalls or needed supplies not listed in public information press releases ([see Basic Plan, Appendix 3](#)).

**III. ORGANIZATION AND RESPONSIBILITIES****A. City Departments and City Council**

1. Request all emergency procurement of supplies shall be through the City of Oak Harbor Equipment & Purchasing Coordinator, except as provided by ordinance and/or specific procedures issued.
2. Request all emergency procurement of supplies not available through the Equipment & Purchasing Coordinator through the EOC or, if not activated, through the Director of Emergency Services.
3. Provide necessary support to the Equipment & Purchasing Coordinator for coordinating, supervising, documenting, and managing the procurement of supplies and other materials in a disaster.

**B. Director of Emergency Services**

1. The Director of Emergency Services shall work closely with the Equipment & Purchasing Coordinator for the procurement supplies and other materials not available through normal channels (i.e., through County or State government).

**C. Finance Department**

1. The Finance Department will establish procedures as necessary for the procurement of emergency supplies and equipment not covered within normal City ordinances or emergency procedures.

**D. Equipment & Purchasing Coordinator**

1. The Equipment & Purchasing Coordinator shall be the central point of contact with private sector suppliers, and shall be given the necessary support when requested.
2. The Equipment & Purchasing Coordinator will assist the Department of Emergency Services office in preparing and maintaining lists of available essential supplies and equipment.
3. The Equipment & Purchasing Coordinator will establish and maintain liaison with the private sector and government resource providers.
4. Assist the Director of Emergency Services in determining priorities for procurement of supplies and equipment based on justification provided by requesting entities or citizens.

**E. Police Department**

1. The Police Department will insure to the extent possible the safety of supplies in transit, and will insure that crowd control measures are in place at distribution points established by the Director of Emergency Services.

**FOOD SUPPLIERS/GROCERS**

Albertsons .....	1450 SW Erie St.....	(360) 279-8829
Saars Market Place.....	32199 SR 20.....	(360) 675-3000
Safeway.....	31565 SR 20.....	(360) 679-3011
Prairie Market Red Apple .....	408 Main St, Coupeville .....	(360) 678-5611

## **EMERGENCY SUPPORT FUNCTION - 12 ENERGY ANNEX**

Lead Agency: Public Works Department  
Support Agencies: Puget Sound Energy

### **I. PURPOSE**

To maintain a liaison with public utilities providing services within the City of Oak Harbor and coordinate the continued emergency services of public utilities necessary to provide essential services.

### **II. CONCEPT OF OPERATIONS**

#### **A. Requirements**

When the requirement for coordinated use and mobilization of public utility resources is necessary to the City of Oak Harbor operations, or for the protection of life and property, the Director of Emergency Services will assign staff to the Utilities Unit of the Operations Section (See [Emergency Operations Guidelines](#)).

#### **B. Utilities - Expectations of City**

All public utilities, whether publicly or privately owned, will be expected to manage and operate the utility within their own service areas, providing emergency services based upon City requirements and their capabilities.

#### **C. Capabilities Exceeded**

When requests for public utility resources cannot be filled locally, requests for utility support will be made through the EOC. The EOC staff Utilities Unit will forward requests for assistance through the County and/or State EOCs.

#### **D. Utilities Operation**

To the maximum extent possible, and within the limitations imposed by either the Federal or State government, public utilities will continue to provide emergency service through their normal means. However, if curtailment of service is required, the systems will, under the control of the City of Oak Harbor government if required, comply with such curtailment.

#### **E. Utilities Unit**

The Utilities Unit will act as the liaison with public utilities not under the direct control of the City, should no representative be in the EOC. The Utilities Unit will coordinate emergency utility services from the EOC when required.

**F. Public Information**

The Utilities Unit, in conjunction with the utility providers and the Public Information Officer, will maintain an information program to keep the public and other utilities informed as to services available, restrictions, and requirements.

**G. Compliance**

The Public Works Department will provide personnel and equipment necessary to ensure that the public utilities are in compliance with State Statutes, Federal Law, and local codes, through inspections, review of designs, and construction management, to the extent possible under emergency conditions.

**III. ORGANIZATION AND RESPONSIBILITIES**

**A. Public/Private Utilities**

1. All public and private utilities are expected to operate and manage their organizations and provide emergency services based on requirements and capabilities.

**B. Public Works Department/Utilities Unit**

1. Coordinates inspection of emergency utility work if the work falls within the normal purview of inspections.
2. Reviews emergency utility designs and construction within the normal purview of responsibilities.
3. Establishes a liaison with all public utilities providing essential services to the City, as needed or required.
4. Conducts emergency utilities liaison services from the EOC.
5. Advises the Emergency Preparedness Council and the Director of Emergency Services, utility service status.
6. Advises utilities of essential emergency services needed to protect life and property.
7. May assign clerical or communications support to the EOC to assist in maintaining close communications with all utilities in a major disaster.

**EMERGENCY SUPPORT FUNCTION - 13  
PUBLIC SAFETY ANNEX**

Lead Agency: Police Department  
Support Agencies: Island County Sheriff's Office

**I. PURPOSE**

Provide public safety and security to support incident operations, including threat or pre-incident and post-incident situations. Provide effective coordination of local law enforcement operations and resources during major emergencies and disasters.

**II. CONCEPT OF OPERATIONS**

**A. Lead Agency**

Oak Harbor Police Department is the lead agency for the coordination of law enforcement activities within the City of Oak Harbor.

**B. Coordination of Activities**

The Chief of Police will designate an EOC representative to assist in the coordination of field activities and resources associated with an emergency or disaster. The EOC staff shall provide efficient direction, control and coordination of emergency police enforcement services.

Mobilization of personnel and equipment will be determined by the degree of mobilization required to handle an event or series of events, and may include the activation of mutual aid agreements already in place. The operational structure of the Police Department may be modified during emergency operations.

When necessary, a field command post(s) may be established and staffed to handle field operations. Under widespread events, the field command post may be a department operations center linked to the EOC for coordination.

Field communications posts may be established whenever the disaster requires the response of multiple agencies and the coordination of police activities with those agencies in the field.

The Incident Command System will be followed at command posts. The On-Scene Commander shall provide regular status reports and coordinate all requests for additional resources through the EOC. Co-located or unified command posts will be the preferred method of field operations when multiple departments/agencies have command posts established.

**C. Communications**

The Police Chief or his/her designee will designate a communications support person to operate back up communications equipment in the EOC when requested by the Director of Emergency Services. This will be requested to supplement regular communications capabilities and provide for coordination and/or allocation of City resources. In no case shall the EOC be utilized to be a radio communications site in place of regular communications procedures unless absolutely necessary.

The alert system utilized to mobilize police department personnel shall be the call out system established with the Police Department. Back up notification shall be by emergency public information outlets.

**D. Outside Agency Assistance**

In the event that the police department requests outside assistance under mutual aid agreement or under emergency or disaster requests, the unified command structure will be utilized when at all possible.

**E. Military Support**

The Police Chief or his/her designee will coordinate activities with the on-scene military commander in the event military troops are utilized to maintain order or assist in other activities.

**III. ORGANIZATION AND RESPONSIBILITIES**

**A. Police Chief**

1. The Chief of the Oak Harbor Police Department is responsible for the direction, control, and coordination of emergency police services for City government. Emergency police services will be provided through the personnel and equipment available within the department and/or supported through mutual aid, if required.
2. The Chief shall issue instructions to ensure coordinated and effective deployment of personnel and equipment.
3. The Chief will inform the Mayor to emergency police activities related to the disaster, as appropriate, through the Emergency Preparedness Council briefing.
4. The Chief will request assistance and/or mutual aid from neighboring police agencies, Island County, State and Federal law enforcement departments, through the EOC.
5. Periodically conduct/coordinate briefings pertaining to law enforcement activities for key officials as requested.
6. Appoint an Operations Section Law Enforcement Unit staff member for the EOC.

**B. Police Department**

1. Determines personnel and equipment needs for conducting field operations.
2. Establishes field command posts and staging areas as required.
3. Establishes vital facility and supply security and area access controls.
4. Coordinates evacuations of endangered areas as necessary.

**Mutual Aid Example and List of Agencies Signing Mutual Aid**

A copy of the mutual aid agreement and the list of agencies signing the agreement with the City of Oak Harbor Police Department are kept in the files of the office of the Chief of Police.

Police Department Emergency Operational Procedures and Unusual Occurrence Procedures are confidential in nature, and are kept on file with the department.

**EMERGENCY SUPPORT FUNCTION - 14**  
**LONG-TERM COMMUNITY RECOVERY ANNEX**

Lead Agency: Director of Emergency Services  
Support Agencies: All City Departments

**I. PURPOSE**

To provide guidance in reporting long-term community recovery information to state and local emergency management agencies. Coordinate mechanisms and requirements for post-incident assessments, plans, and activities; including the needs of special needs populations. Identify long-term environmental restoration issues, coordinate with animal welfare and agricultural stakeholders and service providers in long-term community recovery efforts.

**II. OPERATIONAL CONCEPT**

Upon activation of the City of Oak Harbor's EOC, a call-out will be conducted to each City department to inform them of the activation.

- A. Department Heads will provide a representative to the EOC if response activities involve their department's resources or at the request of the Director of Emergency Services.
- B. Department Heads or their designees will report the following information to the EOC: situation status, resource status (personnel, equipment, and facilities), preliminary damage assessment, and projected needs.
- C. The Director of Emergency Services and Department of Community Development will compile the information necessary to provide Island County Department of Emergency Management and Washington State Division of Emergency Management with a reasonable account of the situation. State Form DCD/EMD 105A will be used for this purpose. The information will be updated as necessary throughout the event.
- D. A copy of any local declaration of emergency will be sent in the most expedient means possible (telephone, radio, facsimile, teletype) to the Island County Department of Emergency Services and the Washington State Division of Emergency Management. Any request for assistance from state or federal agencies or requests beyond the purview of ordinary mutual aid agreements will be handled in like manner.

SEE [ESF-5 -- EMERGENCY MANAGEMENT AND APPENDIX REPORTS 1 AND 2.](#)

**EMERGENCY SUPPORT FUNCTION - 15  
EXTERNAL AFFAIRS ANNEX**

ESF Coordinator:

Primary Agency: Mayor

Support Agencies: Director of Emergency Services  
Police Department

**I. PURPOSE**

To provide for the most effective use of federal assistance made available to the City of Oak Harbor during a disaster.

**II. CONCEPT OF OPERATIONS**

**A. Channels**

Requests for federal assistance to alleviate emergency conditions will be supported by proper authorization issued by the Mayor and submitted to the Governor through the Director of Emergency Services and the State Division of Emergency Management.

**B. City Resources Used First**

Federal assistance will be requested to complement, and not be a substitute for, full City of Oak Harbor participation in disaster operations. City government resources will be used first to support emergency requirements, with military resources being used only as necessary to support City capabilities.

**C. Assets Committed**

All City of Oak Harbor government assets available at the time of emergency operations will be committed to the relief efforts prior to military resources being utilized.

**D. Release of Federal Support**

Federal personnel or equipment will be released from City government support operations as soon as possible upon the restoration of law and order and/or services normally provided by the City.

**E. Coordination**

Federal assistance operations will be coordinated through the EOC to ensure a common understanding of emergency service requirements for military support and capabilities, and to provide for the exchange of pertinent intelligence information.

### **III. ORGANIZATION AND RESPONSIBILITIES**

Only the Mayor, or his/her successor, may request federal assistance from the Governor of the State of Washington. This request is to be channeled through the Director of Emergency Services and proper channels for approval by the Governor.

#### **A. Mayor's Office**

1. Authorizes and approves all requests to the Governor and/or military unit commanders for emergency federal assistance, except under conditions where written or oral delegated authority is actually delivered to meet rapidly developing events.

#### **B. Director of Emergency Services**

1. Forwards all City of Oak Harbor requests for federal assistance to the Washington State Division of Emergency Management.
2. Coordinates federal support operations with military unit commanders and City officials.
3. Makes all required reports to the Washington State Emergency Management Division after a federal support operation.
4. Notifies the Island County Department of Emergency Services on any federal support operation request.

#### **C. Police Department**

1. Shall designate a ranking staff officer to act as a liaison with any federal operation(s) in the City of Oak Harbor.

## **EMERGENCY SUPPORT FUNCTION - 16 EVACUATION AND MOVEMENT**

Lead Agency: Mayor  
Support Agencies: Director of Emergency Services  
Public Works Department  
Fire Department  
Police Department

### **I. PURPOSE**

To provide for and assist in the coordinated evacuation or temporary relocation of all or part of the population of the City of Oak Harbor from any area when that population is threatened or stricken by a natural or technological disaster.

### **II. CONCEPT OF OPERATIONS**

#### **A. Responsibility**

In the event of an incident requiring the evacuation of all or part of the City, the evacuation order may be issued by the Mayor, the Director of Emergency Services, Police Chief, or Public Works Director. On-scene Incident Commanders may issue evacuation orders to mitigate dangerous and /or life threatening situations. Except in situations where there exists an immediate life threatening situation, evacuation efforts shall be coordinated through the EOC (EOC).

#### **B. Scope**

It is likely that a major evacuation will affect surrounding jurisdictions. To aid in the coordinating of evacuation activities in or near the risk area or affected by movement of people, the EOC will coordinate with State, County, and local jurisdictions.

#### **C. Activation of the EOC**

The individual ordering an evacuation shall request the Director of Emergency Services to activate the EOC any time there is a need to evacuate individuals to public shelter or across jurisdictional boundaries.

#### **D. Control**

The City of Oak Harbor will provide direction and control for the movement of people within the City. Coordination with other jurisdictions and authorities involved in the evacuation and/or reception of victims shall be through the EOC.

#### **E. Highest Ranking Official Responsible**

Evacuation orders shall be issued by the highest ranking official available at the time of the emergency. Evacuation information shall be clear and direct as to provoke an

immediate response by the affected population. Direction and control of on-scene evacuation activities shall be performed by uniformed personnel whenever possible.

**F. Special Needs and Mass Transit**

Any provisions for the evacuation of individuals with special needs and use of mass transit for the relocation of affected individuals will be handled on a case by case basis, according to the specific needs of the situation.

**G. Fallout Area**

The City of Oak Harbor would experience radioactive fallout area in the event of a nuclear device detonation as a result of war or terrorist attack. It is anticipated that in the event of a nuclear threat, citizens may choose to spontaneously evacuate. Direction and control during an evacuation of this type will be limited to recommending evacuation routes, traffic control where possible, and coordination with jurisdictions outside the threat area for reception and shelter requirements.

**H. Information**

Dissemination of evacuation information shall be through the procedures designated in Annex B Warning and Communications ESF as appropriate.

**III. ORGANIZATIONS AND RESPONSIBILITIES**

**A. Mayor**

1. Issues a local Emergency Proclamation and evacuation orders when appropriate.

**B. Director of Emergency Services**

1. Issues evacuation orders in the absence of a higher authority.
2. Appoints a Public Information Officer to prepare media releases and emergency public information.
3. Activates the EOC as appropriate.
4. Coordinates the use of resources for involved agencies.
5. Communicates and coordinates with nearby jurisdictions, including Island County, Island Transit, and the State regarding emergency activities, including evacuation routes, destination areas and reception/shelter centers.
7. Coordinates the dissemination of emergency public information, as needed by the Public Information Officer. Coordinates the activation of the Emergency Broadcast System (EAS) through Island County.

**C. Public Works Department**

1. Provides assessment of transportation routes, identifies alternate routes, and provides temporary traffic control measures/devices and operational control of traffic signals when appropriate.
2. Coordinates public transportation resources planned for use in an evacuation and coordinates with outside resources, including Island Transit, School Districts, Para-transit organizations, etc., through the EOC.
3. Provides for the removal of debris or other transportation obstacles from evacuation routes when requested.
4. Provides for the relocation of essential resources (personnel, critical supplies, equipment, etc.) to reception areas when requested.

**E. Fire Department**

1. Provides direction and control for evacuation when designated as the lead agency.
2. Provides support to the EOC in dissemination of evacuation information to the public.

**F. Police Department**

1. Provides internal and perimeter control and security of the evacuation area.
2. Provides for emergency traffic control in and around the evacuation area.
3. Coordinates evacuation activities with other law enforcement jurisdictions and with the State Patrol when appropriate.
4. Provides direction and control for evacuation efforts when designated as the lead agency or provides support to any other lead agency in evacuation efforts affecting the City of Oak Harbor populous.
5. Provides dissemination of evacuation information to the public as appropriate.

## **EMERGENCY SUPPORT FUNCTION - 17 DAMAGE ASSESSMENT ANNEX**

### **(Safety Assessment Program - ATC-20) Post Earthquake Safety Evaluations of Buildings**

Lead Agency: Development Services Department  
Support Agencies: Director of Emergency Services

#### **I. PURPOSE**

The implementation of a detailed safety assessment program during the early hours after a disaster will give the City critical information on the type of damage in the community, and help establish priorities for additional inspection.

#### **II. CONCEPT OF OPERATIONS**

##### **A. General**

The goals of a safety assessment program are to identify structures that are and are not safe to occupy and, thereby, to get as many people as possible back into their homes and buildings as soon as possible.

To assist the City in this task, a state and federally recognized/organized resource pool of qualified and trained, volunteer engineers, architects, and building inspectors are maintained within the State of Washington. Safety Assessment Volunteers will be requested through the City Building Department and coordinated through the Director of Emergency Services.

The Safety Assessment Program uses a document developed by the Applied Technology Council, Procedures for Post Earthquake Safety Evaluations of Buildings, as the basis for determining building safety. Sometimes referred to as ATC-20, the document has been provided to most building departments.

##### **B. Initial Reporting**

Part of the Safety Assessment Program is a set of placards indicating the condition of inspected buildings. The current version has three placards: INSPECTED, RESTRICTED USE (limited entry), AND UNSAFE. INSPECTED placards are commonly green, RESTRICTED USE are yellow, and UNSAFE are red. These placards refer to the immediate condition of the building at the time of inspection; they are not engineering evaluations or notification of demolition.

Buildings which have been tagged with a "Limited Entry" or an "Unsafe" placard are required to have an additional evaluation by the owner's engineer/s to establish any allowable occupancy and structural repairs in conjunction with the Building Official. If the owner is absent, occupancy would be determined by the Building Official.

**C. City Department Reporting/Assignments**

The Development Services Department is responsible for coordinating the Safety Assessment Program. All reporting forms will be copied and returned to the Director of Emergency Services at the end of each workday.

**D. Use of Reports**

Reports will provide the basis for:

1. Briefings of the Emergency Preparedness Council
2. Briefings of government officials
3. Requests for assistance
4. Allocation of essential resources
5. Damage assessment
6. Dissemination of information

**E. Action Checklist**

1. Identify types of buildings that will be given priority for inspections (e.g. essential City service facilities, mass care facilities, hospitals, schools, jails).
2. Establish phone numbers to handle phone call requests for inspections.
3. Create a database to manage records of damaged buildings and to provide daily reports of building status.
4. Request additional inspectors to help with Safety Assessments through the DES. This request can then be transmitted to the county and then to the state if necessary. This assures the most effective use of resources and makes reimbursement easier. (NOTE: Safety assessments are reimbursable from FEMA if a Presidential Declaration is declared; damage assessments, as required for Preliminary Damage Assessments [PDA's], are not.)
5. Make sure there are additional copies of Procedures for Post Earthquake Evaluations of Buildings (ATC-20) and of the Field Manual (ATC-20-1) to give to volunteer inspectors. Also have ample supplies of the placards and evaluation forms.
6. Clarify the role of other designated inspection groups, such as the fire department (for occupancies), the state for inspection of schools, City, state, and federal buildings.
7. The City will be responsible for providing the volunteers with food, lodging and transportation. If necessary, make arrangements with local restaurants and hotels to provide these services. These costs are reimbursable if there is a Presidential Disaster Declaration.
8. In order for the volunteers to post buildings with official jurisdiction placards, they need to be accompanied by an assigned City representative. It is simplest to deputize the volunteers as deputy building inspectors. The volunteers should be registered as Disaster Service Workers with the state. This can be accomplished through the Director of Emergency Services in advance, or at the time of the incident.

9. Those performing safety assessments will be, in many cases, the first "officials" seen by citizens. Develop information lists for use by safety assessors with addresses and phone numbers of:
  - a. first aid stations
  - b. emergency shelters
  - c. food and water distribution centers
  - d. emergency agencies
  - e. utility companies
  - f. Disaster Application Centers (DAC)

Much of this information will need to be provided after the event when damage locations are known.

**EMERGENCY SUPPORT FUNCTION- 18  
RELIGIOUS AND VOLUNTARY AGENCY AFFAIRS**

Lead Agency: Chaplains, Police and Fire  
Support Agencies: Local Church leaders

**I. PURPOSE**

- A. To provide an organized group within the City of Oak Harbor government to assist emergency preparedness workers.
- B. To coordinate and provide spiritual direction, counseling and leadership to those that may request or need such care.
- C. To coordinate the use of churches and private schools in their use as mass care and social service activities or needs.
- D. To assist in the dissemination of emergency information and instructions to the population.
- E. To promote voluntary groups within the City of Oak Harbor at both the residential and business level.

**II. CONCEPT OF OPERATIONS**

**A. Police and Fire Department Lead**

The chaplain programs available through the Oak Harbor Police and Fire Departments will be used in disaster or emergency situations, if appropriate.

**B. Chaplain Role in Disaster**

The chaplains on call during an emergency situation will be used to minimize potential injury and damage, expedite recovery operations, and encourage the public through public information avenues.

**C. Local Churches Role**

The local churches in the City of Oak Harbor shall be asked to volunteer resources and personnel to support emergency operations.

**D. Chaplain Liaison**

The chaplains available to the City will provide a liaison to the City's EOC if requested.

**E. Denomination Responsibility**

The executive head of each denomination will be responsible for the religious leadership and action taken by respective denominational groups. The City of Oak Harbor does not promote nor involve itself in the religious affairs of any organization or any segment of the population.

**F. City Use of Volunteers Not Restricted**

The City of Oak Harbor will work with any denominational group that volunteers resources, time, or personnel.

**G. Denominational Non-Discrimination Encouraged**

The City of Oak Harbor encourages all denominational groups to provide assistance without regard to spiritual faith, social status, or race.

**H. Other Groups**

Other volunteer groups that can provide resources will be utilized to the greatest extent possible during and after a disaster. Such groups include the Community Emergency Response Teams (CERT).

**III. ORGANIZATION AND RESPONSIBILITIES**

The coordination of religious affairs will be done through the Chaplain program of the Oak Harbor Fire and Police Departments.

The coordination of other volunteer groups will be processed through the Department of Emergency Services.

It is expected that, during a major disaster, spontaneous volunteers will arrive. The coordination of spontaneous volunteers will be handled through the American Red Cross.

## **EMERGENCY SUPPORT FUNCTION- 19 ANIMAL CARE ANNEX**

Lead Agency: Police Department (Animal Control)  
Support Agencies: WAIF  
American Red Cross  
WSU Cooperative Extension

### **I. PURPOSE**

- A. To address the needs of animals following an emergency or disaster by providing emergency care and shelter and supporting congregate shelter and basic animal needs provided through private organizations.

### **II. CONCEPT OF OPERATIONS**

- A. The Oak Harbor Animal Control Holding Facility, non-emergency operations:
  - 1. Operated by the City of Oak Harbor for lost and found animals.
  - 2. This facility is not an Animal Shelter. Animals cannot be dropped off or adopted from this location.
  - 3. Stray animals picked up by the City Animal Control Officer or the Oak Harbor Police Department will be taken to this location.
  - 4. Animals remain at this location for six (6) days, after which, animals are transferred to another location by the Whidbey Animal Improvement Foundation (WAIF).
- B. The Whidbey Animals' Improvement Foundation (WAIF) provides services for animal-related problems and issues
- C. Requests for disaster services may be directed to the individual care providers or may be coordinated through the Incident Command Post.
- D. A designated Disaster Veterinarian Coordinator maintains lists of local Veterinarians, Animal Health Technicians, and facilities that will provide disaster assistance for pets and animals
- E. It is American Red Cross policy that pets (other than assistance animals such as seeing-eye dogs) are not allowed in shelters; however, research has shown that people will want to bring their pets with them if they are asked to evacuate. People should be encouraged to bring their own methods of confinement and control of their pets (such as a travel container for small animals and leashes for dogs) as well as food and water for pets so they may be kept in their automobiles or in a designated area outside of the shelter. Efforts will be made to coordinate pet concerns with local care providers.

### **III. RESPONSIBILITIES**

- A. City of Oak Harbor Animal Control Holding Facility
  - a. Provides public information about emergency/disaster considerations for animals.
  - b. Provides information and/or services for the disposal of dead animals.

- c. Provides emergency feeding and limited emergency shelter for animals.
- d. Provides limited emergency care for pets brought to public shelters or congregate care facilities.

B. WAIF

- a. Provides public information about emergency/disaster considerations for animals.
- b. Provides information and/or services for the disposal of dead animals.
- c. Provides emergency feeding and limited emergency shelter for animals.
- d. Provides limited emergency care for pets brought to public shelters or congregate care facilities.

C. WSU Cooperative Extension

- a. Provides assistance and acts as a liaison for the care and treatment of domestic livestock.

D. Office of Emergency Management

- a. Maintains contact with a designated local Disaster Veterinarian Coordinator who may assist in the coordination of care providers and local veterinarians concerning animal related disaster issues.

# City of Oak Harbor City Council Agenda Bill

**Bill No.** 9.a  
**Date:** December 17, 2013  
**Subject:** Retainer Agreement for Interim  
City Attorney Services

  
**FROM:** Larry Cort, City Administrator

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

Scott Dudley, Mayor  
 Doug Merriman, Finance Director

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**PURPOSE**

At the October 15, 2013 City Council meeting, the Council approved a Retainer Agreement for Interim City Attorney Services with the firm of Weed, Graafstra and Benson. That action established a contract termination date of December 31, 2013. This agenda bill proposes to extend the Retainer Agreement for Interim City Attorney under revised terms with effect from January 1, 2014 to June 30, 2014.

**FISCAL IMPACT DESCRIPTION**

Funds Required: Retainer is \$7,000 per month for 40 hours, \$185 per hour above 40 hours  
Appropriation Source: Primarily General Fund (Legal)

**SUMMARY STATEMENT**

The City retained interim legal services beginning June 4, 2012 from the Snohomish, WA firm of Weed, Graafstra and Benson. The City Council confirmed the hiring of this firm on June 18, 2012 through August 8, 2012 and subsequently has approved extensions on five separate occasions, most recently on October 15, 2013 for the period from October 17, 2013 through December 31, 2013.

The attached Retainer Agreement, if approved, would extend the City's contractual arrangement with Weed, Graafstra and Benson to June 30, 2014 under a new fee structure being implemented by the firm on January 1, 2014 for all clients. Attached is a letter from Grant Weed dated late last year informing all clients of the new fee structure. This information was not shared with the City Council at that time because we were actively recruiting for a new City Attorney and fully expected that one would be hired well in advance of the date when the new fees went into effect. That expectation was obviously not met.

Several months ago, a decision was made to implement a transitional staffing period during which Assistant City Attorney Nikki Esparza would switch her primary responsibilities from prosecution to civil work under the mentorship of Grant Weed. At some point in mid- to late-2014, it is anticipated that Ms. Esparza will be appointed as City Attorney. As part of this transition, we are expecting to see a reduction in the amount of hours billed by Weed, Graafstra and Benson as Ms. Esparza assumes more of the duties associated with the City Attorney's office.

City staff continues to be very pleased with the overall quality, responsiveness and expertise by the small team of lawyers working at the firm. The contract extension is proposed for a six-month period to June 30, 2014 under terms that implement the new fee structure outlined in Mr. Weed's 2012 correspondence. Specifically, the monthly retainer for 40 hours work would rise from \$6,400 to \$7,000 and the hourly rate above 40 hours would rise from \$170 to \$185.

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

## **RECOMMENDED ACTION**

Authorize the Mayor to sign a Retainer Agreement for Interim City Attorney Services with the firm of Weed, Graafstra and Benson, Inc., beginning on January 1, 2014 and ending on June 30, 2014.

## **ATTACHMENTS**

1. Retainer Agreement for Interim City Attorney Services
2. Letter from Grant Weed to municipal clients, 12 November 2012

**RETAINER AGREEMENT  
FOR INTERIM CITY ATTORNEY SERVICES**

**I - PARTIES/EMPLOYMENT**

The CITY OF OAK HARBOR (hereinafter "CITY") agrees to retain the law firm of WEED, GRAAFSTRA AND BENSON, INC., P.S., 21 Avenue A, Snohomish, Washington, and said law firm (hereinafter "CITY ATTORNEY") agrees to serve as interim CITY ATTORNEY on the terms and conditions stated below. The CITY ATTORNEY shall serve at the pleasure of the Mayor; PROVIDED, that all decisions relative to such employment, or termination of the same, shall be subject to confirmation by a majority vote of the City Council.

**II - QUALITY OF SERVICES**

The CITY ATTORNEY shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

**III - COMPENSATION**

A. Basic Retainer: The CITY shall pay the CITY ATTORNEY a retainer in the amount of \$7,000.00 per month, which retainer shall be compensation for up to 40 hours of work per month for the following legal services:

1. To oversee and supervise the prosecution function for the CITY in municipal court.
2. To attend the two regularly scheduled meetings of the City Council per month.
3. To provide legal advice to the Mayor, Councilpersons, City Administrator and administrative heads of the various departments of the CITY under the direction of the Mayor and City Administrator.
4. To prepare such ordinances, resolutions, and instruments as the Mayor, City Council and City Administrator may direct, to render legal advice on all civil and criminal matters, and to prepare or review such correspondence, contracts, easements, and instruments as may be necessary and appropriate.

B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$185.00 per hour, or, if said services are performed by a paralegal in the CITY ATTORNEY's office the same shall be compensated at the rate of \$140.00 per hour:

1. Time in excess of basic retainer. Any and all hours expended on legal services referred to in paragraph A above (Basic Retainer) in excess of 40 hours per month.

2. Extra meetings. Attendance, at the request of the Mayor or City Administrator, at evening meetings of CITY boards, commissions or committees, except for regular City Council meetings held two times a month.

3. Local Improvement Districts. All legal services performed in connection with the formation and financing of any LID or ULID (although it is understood that the primary responsibility for this type of legal work will fall under the exceptions referred to in paragraph V below).

C. Litigation. The CITY shall pay the CITY ATTORNEY for all superior and appellate court litigation and all administrative hearings of a quasi-judicial nature, except those conducted by the CITY itself, at the rate of \$195.00 per hour.

D. Time Records. In order to determine appropriate compensation, the CITY ATTORNEY shall maintain accurate time records, copies of which shall be made available to the CITY.

E. Time for Payment. The CITY shall pay all compensation provided herein to the CITY ATTORNEY on a monthly basis, and within two weeks of the date on which each billing statement is received.

#### **IV - REIMBURSEMENT**

In addition to compensation for the legal services specified above, the CITY shall reimburse the CITY ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, long distance phone calls, library charges for municipal law books, and the cost of travel, at the

hourly rate one way, lodging and tuition relating to meetings of the Association of Washington Cities and Association of Municipal Attorneys which shall be pro-rated. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

#### **V - EXCEPTIONS**

This contract shall not cover legal representation relating to insurance defense, the formation and financing of local improvement districts, or other specialized fields where it is agreed by the parties that outside legal counsel should be retained.

#### **VI - INSURANCE COVERAGE**

The CITY ATTORNEY shall provide errors and omissions, and malpractice insurance coverage, while acting in the capacity of CITY ATTORNEY. Provided, the CITY shall indemnify and hold the CITY ATTORNEY harmless from any and all claims brought by third parties against the CITY ATTORNEY acting in said capacity.

#### **VII – EMPLOYMENT**

The CITY agrees for a period of two years from the effective date of this Agreement it shall not employ or contract with any employee, former employee or independent contractor of WEED, GRAAFSTRA AND BENSON, INC., P.S., for services. This provision shall survive expiration and/or termination of this Agreement.

**VIII - EFFECTIVE DATE AND DURATION**

This contract shall take effect on January 1, 2014 and shall continue in effect through June 30, 2014 unless earlier terminated or renegotiated by either party upon 60 days' written notice.

DATED this 17<sup>th</sup> day of December 2013.

WEED, GRAAFSTRA AND  
BENSON, INC., P.S.

CITY OF OAK HARBOR

By: \_\_\_\_\_  
GRANT K. WEED, PRESIDENT

By: \_\_\_\_\_  
SCOTT DUDLEY, MAYOR

ATTEST:

By: \_\_\_\_\_  
Valerie J. Loffler, City Clerk

LAW OFFICES OF  
**WEED, GRAAFSTRA and BENSON, INC., P.S.**

George E. Benson  
Cheryl L. Beyer  
Grant K. Weed

Thom H. Graafstra, Of Counsel

**WGB**  
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November 12, 2012

Dear Valued Municipal Client:

As you probably know, our law firm has specialized in providing municipal law services for cities, towns and special purpose districts since the 1960's. We are one of the few firms in the Pacific Northwest that emphasize this area of practice. Because of our longstanding attorney-client relationship and the regular and ongoing need for legal services by municipal clients, we have been able to drastically reduce and discount our legal fees for municipal clients. By way of example, the private sector rate per hour in and around Snohomish County averages about \$250 per hour. Through 2012 our firm charges a basic retainer rate which equates to \$160 per hour. We have maintained that rate over the past two or three years.

Due to the circumstances described below, we want to give early notice of our intent to adjust rates commencing January 1, 2014. While we are significantly impacted by the factors described below, we have decided to maintain the current rates for calendar year 2013.

A. Statewide Municipal Rates. Based upon the 2012 AWC salary data for cities and towns who contract for outside legal services, there are about 122 cities which secure legal services with outside firms such as ours. The average hourly rate for those outside firms which charge by the hour is \$175. In the Puget Sound area the rate is higher. As stated above, the hourly rate charged by our firm has been \$160. We are well under market.

B. Experience. Our law firm specializes in municipal law. Every attorney who works on matters for your city or town has not less than 20 years of municipal law experience. The two most senior lawyers in the law firm, Grant Weed and Thom Graafstra each have in excess of 30 years of municipal experience. There is no other municipal law firm in the region that offers the same level of experience by every single lawyer who works on your legal matters.

C. Escalation of Fixed Costs. While our firm has maintained the same hourly rate over the last two or three years, fixed costs of the firm over which we have little or no control have increased significantly over the same period of time. The following are some examples:

1. Employee Health Insurance. 20% increase – 2011. 22% increase in 2012. Significant additional increase anticipated in 2013.
2. Malpractice Insurance. 20% increase between 2010 and 2012.

3. B&O Tax increase of 3% per month – State of Washington.
4. Office Rent Increase of 4% between 2011 and 2012.

D. Employee Compensation. Our employee salaries and pay has been frozen with no increase since 2010.

We fully recognize that during the difficult economic times over the last few years our municipal clients, and especially the staff who are employed by such clients have been called upon to make significant sacrifices due to declining revenues. I hope you can see that during these times we have made our own sacrifices and have made every effort to keep our fees as low and reasonable as good business judgment will dictate.

On a regional basis our municipal law firm rates are less than any competitor in the Puget Sound area and yet we pride ourselves in providing the most efficient and cost effective services that are available. We think it is important to provide the information contained in this letter to our municipal clients in order that you can assess the value that we hope we bring to the local government table.

We will look forward to continuing to serve the needs of your city or town. I welcome any questions or input you may have concerning this letter. Most of all, thank you for your continued trust in our law firm. We truly value the longstanding relationship we have with you as a client.

Very truly yours,

Grant K. Weed, President

GKW/kkp