



**Council Chambers, 865 SE Barrington Drive
CITY COUNCIL AGENDA**

January 20, 2015

6:00 p.m.

- 1. CALL TO ORDER**
Invocation/Pledge of Allegiance
Excuse Absent Councilmembers

- 2. HONORS AND RECOGNITIONS**

- 3. PRESENTATIONS**
 - a. Oak Harbor Yacht Club Buccaneers - Bob Mitchell (Head Buccaneer)
 - b. Chamber of Commerce Presentation – Annual Report for 2014

- 4. APPROVAL OF AGENDA**

- 5. CITIZEN COMMENT PERIOD**

- 6. CONSENT AGENDA**
 - a. Minutes of the Regular Meeting held on January 6, 2015.
 - b. Approval of Accounts Payable and Payroll Check Numbers.
 - c. Contract with Oak Harbor Chamber of Commerce for Tourism Support Services
 - d. Interlocal Agreement with Whatcom County Sheriff's Department – Custody Chain

- 7. STAFF, MAYOR AND COUNCIL COMMENTS**
 - a. City Administrator
 - b. Mayor
 - c. Councilmembers

- 8. ORDINANCES AND RESOLUTIONS**

- 9. PUBLIC HEARINGS/PUBLIC MEETINGS**

- 10. UNFINISHED BUSINESS**

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.



**Council Chambers, 865 SE Barrington Drive
CITY COUNCIL AGENDA**

January 20, 2015

6:00 p.m.

11. NEW BUSINESS

- a. Waste Water Treatment Plant – Professional Services Agreement with ERCI Amendment No. 3

12. ADJOURNMENT

As a courtesy to Council and the audience, PLEASE TURN YOUR CELL PHONES OFF before the meeting begins. During the meeting's Public Comments section, Council will listen to your input regarding subjects of concern or interest that are not on the agenda.

For scheduled public hearings, if you wish to speak, please sign your name to the sign-up sheet, located in the Council Chambers. The Council will take all information under advisement. To ensure your comments are recorded properly, state your name and address clearly into the microphone. Please limit your comments to three minutes in order that other citizens have sufficient time to speak.

Thank you for participating in your City Government!

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

Oak Harbor City Council
Regular Meeting Minutes
January 6, 2015

CALL TO ORDER

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

ROLL CALL

Present:

Mayor Scott Dudley
Paggao Merriman
Councilmember Rick Almberg
Councilmember Bob Severns
Councilmember Tara Hizon

Staff Present:

Deputy City Administrator/Finance Director Doug Mayor Pro Tem
City Attorney Nikki Esparza
Chief of Fire Ray Merrill
Public Works Director Cathy Rosen
Development Services Director Steve Powers
City Engineer Joe Stowell
Chief of Police Ed Green
Senior Services Administrator Mike McIntyre
Executive Assistant to the Mayor Kellye Mazzoli
City Clerk Anna Thompson

Councilmembers Campbell, Munns, and Servatius were absent.

PLEDGE OF ALLEGIANCE/INVOCATION

Mayor Pro Tem Paggao gave the invocation and Mayor Scott Dudley led the pledge of allegiance.

Motion to Excuse Councilmembers: Councilmember Severns moved to excuse the three (3) missing councilmembers, motion seconded by Councilmember Almberg, unanimously passed.

HONORS AND RECOGNITIONS

Fire Chief Ray Merrill recognized Rich Rodgers- who has been employed with the Oak Harbor Fire Department for 40 years. Chief Merrill provided Mr. Rodgers with an honorary fleece and plaque.

Mayor Dudley called a brief recess at 6:12 p.m. to thank Rich Rodgers for his service to the community. Mayor Dudley reconvened the meeting at 6:13 p.m.

PRESENTATION

Regina Flores, Vice-President/ Treasurer of Animals in Need, introduced the non-profit organization Animals in Need. Ms. Flores provided images of animals in need on power point.

APPROVAL OF AGENDA

Motion: Councilmember Almberg moved to amend the Agenda, moving 8.c to precede item 8.a. Motion seconded by Councilmember Severns, and unanimously approved.

Motion: Councilmember Severns moved approve the Agenda as amended. Motion seconded by Mayor Pro Tem Paggao, unanimously approved.

CITIZEN COMMENT PERIOD

Mayor Scott Dudley opened the citizen comment period at 6:19 p.m.

Citizen Speaking

Billie Cook

Mayor Dudley closed the comment period at 6:22 p.m.

CONSENT AGENDA

- a. Minutes of the Regular Meeting on December 16, 2014 and Workshop Meeting on December 17, 2014
- b. Approval of Accounts Payable and Payroll Check Numbers
- c. Ordinance 1713: Amend OHMC Chapter 5.12 entitled 'Pinballs and Similar Devices'
- d. Puget Sound Energy Request for Vegetation Management Easement
- e. Planning Commission Appointment – Jes Walker-Wyse

Councilmember Hizon asked to pull Consent Agenda Item 8.e. Ms. Hizon suggested that the appointment process for Boards and Commission be updated to provide for more public participation.

Motion: Councilmember Severns moved to approve Consent Agenda items 8.a through 8.d. Motion seconded by Councilmember Almberg, unanimously approved.

Motion: Councilmember Hizon moved to approve Consent Agenda item 8.e, seconded by Councilmember Severns, Unanimously approved

MAYOR, STAFF AND COUNCIL COMMENTS

City Administrator

There will be a Council Workshop scheduled likely during the second week in February to discuss the Waste Water Treatment Plant construction.

Police Chief Green will be leaving Sunday for the FBI Academy until March 20th and Captain Teri Gardner will serve as acting Chief in his absence.

The AWC Conference is scheduled for February 18-19th.

Mayor

Mayor Dudley acknowledged Ms. Hizon's earlier comment that the administration is working to make the Board and Commissions process a more open process.

Councilmembers

Councilmembers Almberg and Severns wished the community a Happy New Year.

Councilmember Hizon announced upcoming Youth Commission meetings and Whidbey Playhouse tryouts.

ORDINANCES AND RESOLUTIONS

Item 8.d Ordinance 1715: Update to OHMC Chapter 10.44 Skateboards, Rollerblade, Bicycling
Police Chief Green provided the staff report.

Mayor Dudley opened the public comment at 6:30 p.m.

Citizen Comments

Ben Servatius
Apple Servatius
Celine Servatius
Brian Wood
Ron Still
John Clarks
Kirk Janig

Mayor Dudley closed the comment period at 6:45 p.m.

Councilmember Severns asked Chief Green whether there have been safety concerns on the sidewalks in Downtown Oak Harbor.

Mayor Pro Tem Paggao spoke to safety concerns of bicycle riding on Pioneer Way and the possibility of dangerous collisions with shoppers.

Councilmember Almberg suggested restructuring the Ordinance so that it protects pedestrians on Pioneer Way without restricting bicyclists and skateboards. Mr. Almberg suggested referring this item to a Council Workshop for further discussion.

Councilmember Hizon read a letter from Councilmember Servatius, who wrote against proposed Ordinance 1715. Ms. Hizon spoke in favor of restructuring the Ordinance so that safety measures are taken while continuing to allow bicyclists and skateboarding on the sidewalk.

Ordinance 1715: Update to OHMC Chapter 10.44 Skateboards, Rollerblade, Bicycling

Mayor Scott Dudley turned to the City Attorney Nikki Esparza for direction on the proposed motion.

Discussion among Councilmembers regarding amendments to the proposed Ordinance 1715.

Motion: Councilmember Hizon moved to postpone the item until Council can come back with a draft, seconded by Councilmember Almberg. Councilmembers Almberg, Severns and Hizon voted in favor of the Motion.

Mayor Pro Tem Paggao voted against the motion.

Motion fails. No action taken.

8.a Resolution 14-43: Defining the Construction Work Location for the Waste Water Treatment Plant
City Engineer Joe Stowell provided the staff report.

Mayor Dudley opened the meeting for public comment at 7:25 p.m., no comments, closed at 7:25 p.m.

Discussion among Councilmembers.

Resolution 14-43: Defining the Construction Work Location for the Waste Water Treatment Plant

Motion: Councilmember Almberg moved to adopt Resolution 14-43: Defining the Construction Work Location for the Waste Water Treatment Plant. Motion seconded by Councilmember Hizon, unanimously passed.

Ordinance 1714: Repealing OHMC Chapter 1.14 entitled 'Inspection of Public Records' and creating OHMC Chapter 1.14 entitled 'Public Records'
City Attorney Nikki Esparza provided the staff report.

Mayor Dudley opened the meeting for public comment at 7:31 p.m., no comments, closed at 7:31 p.m.

Ordinance 1714: Repealing OHMC Chapter 1.14 entitled 'Inspection of Public Records' and creating OHMC Chapter 1.14 entitled 'Public Records'

Motion: Councilmember Hizon moved to adopt Ordinance 1714 repealing Chapter 1.14 'Inspection of Public Records' and creating Chapter 1.14 entitled 'Public Records'. Motion seconded by Councilmember Severns, unanimously passed.

Ordinance 1710: Amend OHMC Title 7 entitled 'Animals'
Police Chief Green provided the staff report.

Mayor Dudley opened the meeting for public comment at 7:34 p.m., no comments, closed at 7:34 p.m.

Ordinance 1710: Amend OHMC Title 7 entitled 'Animals'

Mayor Dudley called a recess at 7:37 p.m., and reconvened the meeting at 7:42 p.m.

Motion: Councilmember Severns moved to approve Ordinance 1710 as presented. Motion

seconded by Councilmember Almborg, unanimously passed.

PUBLIC HEARINGS/PUBLIC MEETINGS

UNFINISHED BUSINESS

NEW BUSINESS

Professional Services Agreement with Matt Montoya for Public Defense Services

Deputy City Administrator/ Finance Director Doug Merriman provided the staff report.

Mayor Dudley opened the meeting for public comment at 7:45 p.m., no comments, closed at 7:45 p.m.

Professional Services Agreement with Matt Montoya for Public Defense Services

Motion: Councilmember Hizon moved to authorize the Mayor to sign the Professional Services Agreement with Island Defense, LLC. Motion seconded by Councilmember Severns, unanimously passed.

Proposal to NAS Whidbey for Construction of Water System Improvements

Public Works Director Cathy Rosen provided the staff report.

Mayor Dudley opened the meeting for public comment at 7:53 p.m., no comments, closed at 7:53 p.m.

Proposal to NAS Whidbey for Construction of Water System Improvements

Motion: Councilmember Severns moved to authorize the Mayor to submit the City's proposal to the Navy with the addition of the Navy's proportionate share of construction costs including design, contract administration, Archeology and construction in response to the Navy's Amended Request for Proposal Contract Number as presented. Motion seconded by Councilmember Hizon, unanimously passed.

Motion to set 2015 City Council Workshops

Deputy City Administrator/ Finance Director Doug Merriman provided the staff report.

Mayor Dudley opened the public comment at 8:03 p.m., no comments, closed at 8:03 p.m.

Motion to set 2015 City Council Workshops

Councilmembers suggested alternative scheduling for Workshops.

Motion: Councilmember Hizon moved to set the 2015 Council Workshop meetings for the Fourth Wednesday of each month, with the exception of June, November and December, which will meet on the Third Wednesday of the month [starting at 3:00 pm]. Motion seconded by Councilmember Severns, motion passed unanimously.

ADJOURNMENT

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

The meeting adjourned at 8:11 p.m.

Anna M. Thompson, City Clerk

City of Oak Harbor
City Council Agenda Bill

Bill No. 6. b.
Date: January 20, 2015
Subject: Approval of Accounts Payable
and Payroll Check Numbers

FROM: Doug Merriman, Deputy City Administrator/Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

I move to approve:

Accounts Payable Vouchers and Payroll Checks, see Voucher Numbers and Check Numbers listed in the Background/ Summary Information section below.

BACKGROUND / SUMMARY INFORMATION

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.

The following voucher and check numbers are submitted for approval:

Accounts Payable Voucher Numbers:

- Voucher Numbers 160949 through 161128 in the amount of \$984,753.80.

Payroll Check Numbers:

- Direct Deposit check numbers 33353 through 33483.
- EFT check numbers 677 through 679.
- Payroll check numbers 97735 through 97748.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Voucher Listing No. 1](#)
2. [Voucher Listing No. 2](#)

3. Voucher Listing No. 3

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160949	1/5/2015	0007710 ABERNATHY, CHRISTINA	Ref000220823		UB Refund Cst #00120138	120.26
					Total :	120.26
160950	1/5/2015	0007712 CONNORS, ELIZABETH	Ref000220826		UB Refund Cst #00124663	13.69
					Total :	13.69
160951	1/5/2015	0007716 CROOK, JASON	Ref000220831		UB Refund Cst #00161264	127.32
					Total :	127.32
160952	1/5/2015	0007717 EKSTEIN, SARAH	Ref000220833		UB Refund Cst #00163249	121.58
					Total :	121.58
160953	1/5/2015	0007036 GARCIA, ISRAEL	Ref000220832		UB Refund Cst #00161865	147.53
					Total :	147.53
160954	1/5/2015	0007718 LJUNG, DAVID	Ref000220834		UB Refund Cst #00164177	127.32
					Total :	127.32
160955	1/5/2015	0007720 PLANET HOME LENDING	Ref000220841		UB Refund Cst #00166493	37.90
					Total :	37.90
160956	1/5/2015	0007714 RALLS, BETTY	Ref000220828		UB Refund Cst #00124845	119.87
					Total :	119.87
160957	1/5/2015	0007715 SUBLET, LARRY	Ref000220829		UB Refund Cst #00147832	140.00
					Total :	140.00
160958	1/5/2015	0007687 US BANK	Ref000220840		UB Refund Cst #00165829	44.10
					Total :	44.10
160959	1/5/2015	0000973 WALDRON CONSTRUCTION	Ref000220836		UB Refund Cst #00164906	82.54
			Ref000220837		UB Refund Cst #00164986	98.65
			Ref000220838		UB Refund Cst #00164991	84.17
			Ref000220839		UB Refund Cst #00165298	105.45
					Total :	370.81
160960	1/5/2015	0007713 WALLSTEDT, DAVID	Ref000220827		UB Refund Cst #00124800	120.54

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160960	1/5/2015	0007713 0007713 WALLSTEDT, DAVID	(Continued)			Total : 120.54
160961	1/5/2015	0007711 WILCOX, LYNNE	Ref000220825		UB Refund Cst #00122121	156.46
						Total : 156.46
160962	1/5/2015	0001391 WINDERMERE	Ref000220830		UB Refund Cst #00161245	185.16
						Total : 185.16
160963	1/5/2015	0005215 WOLD, JOHN OR MICKEY	Ref000220824		UB Refund Cst #00121734	100.09
						Total : 100.09
160964	1/5/2015	0007719 WYCKOFF, DONALD	Ref000220835		UB Refund Cst #00164374	3.36
						Total : 3.36
16 Vouchers for bank code : bank						Bank total : 1,935.99
16 Vouchers in this report						Total vouchers : 1,935.99

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160965	1/8/2015	0000860 STANDARD INSURANCE COMPANY	123114		LONG TERM DISABILITY	4,355.87
						Total :
160967	1/14/2015	0000005 A-1 TOWING	55200		TOWING SERVICES	193.48
						Total :
160968	1/14/2015	0007332 ADAMSON POLICE PRODUCTS	INV161437 INV162218		UNIFORM ITEMS/SCHRICKER PARKA SHELLS	271.70 637.84
						Total :
160969	1/14/2015	0000424 ALL BATTERY SALES AND SERVICE	120114 508796 51164906		CREDIT BATTERIES BATTERIES	-40.76 690.54 309.84
						Total :
160970	1/14/2015	0000028 ALL ISLAND LOCK & KEY	50383		CYLINDERS	104.90
						Total :
160971	1/14/2015	0000042 ANACORTES, CITY OF	900-9080-00 901-9080-01 901-9080-02		DEC 2014/WATER PURCHASED DEC 2014/WATER PURCHASED DEC 2014/WATER PURCHASED	118,345.00 1,112.90 9,511.83
						Total :
160972	1/14/2015	0004019 ASSOCIATED PETROLEUM PRODUCTS	0680362-IN 0681531-IN 0687834-IN		FUEL FUEL FUEL	23,064.90 5,376.69 4,923.46
						Total :
160973	1/14/2015	0000159 AT&T MOBILITY	287249477751X1224201		AIRCARDS	484.95
						Total :
160974	1/14/2015	0000075 BANK OF NEW YORK	111-1636576		OAKLTGO11	53.64
						Total :
160975	1/14/2015	0000083 BAZA, ALVIN	123114		WELLNESS INCENTIVE	20.00
						Total :

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160976	1/14/2015	0000097 BEST WESTERN HARBOR PLAZA	931		HOTEL ACCOMMODATIONS/OWEN	94.10
					Total :	94.10
160977	1/14/2015	0002551 BOS, BRYON	123114		WELLNESS INCENTIVE	20.00
					Total :	20.00
160978	1/14/2015	0003097 BOYER, TALLIE	123114		WELLNESS INCENTIVE	20.00
					Total :	20.00
160979	1/14/2015	0006769 BRAUN CONSULTING GROUP	1803		DEC 2014/RETAINER	2,650.00
					Total :	2,650.00
160980	1/14/2015	0005027 BURT'S SAW & MOWER	2521		SHARPENING	30.44
					Total :	30.44
160981	1/14/2015	0000627 CAPITAL ONE COMMERCIAL	24488132		SUPPLIES	325.63
					Total :	325.63
160982	1/14/2015	0006016 CARTER, MARGOT L	6712		PUBLIC DEFENSE	1,800.00
					Total :	1,800.00
160983	1/14/2015	0000177 CLEMENTS, MICHAEL G.	EXP REIMB		EXP REIMB	23.89
					Total :	23.89
160984	1/14/2015	0000186 COASTWIDE LABORATORIES	W2723584-3		BOTTLES	27.52
					Total :	27.52
160985	1/14/2015	0005773 COMCAST	8498300290363841		INTERNET	213.98
					Total :	213.98
160986	1/14/2015	0000193 COMMERCIAL FIRE PROTECTION	44022		ESCUTCHEONS	32.07
					Total :	32.07
160987	1/14/2015	0000197 CONCRETE NORWEST	102806		WASHED ROCK	45.07
					Total :	45.07
160988	1/14/2015	0007724 CONNECT HEARING	67		HEARING TESTS	50.00
					Total :	50.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160989	1/14/2015	0000220 CUMMINS NORTHWEST, INC	001-32392 001-36330		CREDIT GASKETS/SEAL/SENSOR	-14.13 200.49 Total : 186.36
160990	1/14/2015	0000256 DAY WIRELESS SYSTEMS	376000		ID CHANGES	92.23 Total : 92.23
160991	1/14/2015	0000247 DIAMOND RENTALS	1-500608-36 1-500619-36 1-509920-20 1-516826-11 1-521401-3 1-521402-3 1-522682 1-522682-2 1-523948		PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES COUPLER/PLUG/PRESSURE WASHER	49.95 49.95 49.95 49.95 49.95 99.90 49.95 49.95 169.49 Total : 619.04
160992	1/14/2015	0002311 DICKEY, CHARLENE	1		TRAVEL REFUND	6.00 Total : 6.00
160993	1/14/2015	0000257 DUTCH MAID CLEANERS	123114		DEC 2014/LAUNDRY SERVICES	247.50 Total : 247.50
160994	1/14/2015	0000279 EMPLOYMENT SECURITY, WASHINGTON ST. 945052 10-7			3RD QTR 2014/UNEMPLOYMENT	5,344.99 Total : 5,344.99
160995	1/14/2015	0006747 EQUINOX RESEARCH & CONSULTING	11-410-7 13-475-6		PROF SVC/42" OUTFALL PROF SVC/WWTP	18,549.51 7,002.58 Total : 25,552.09
160996	1/14/2015	0004971 FREEMAN, DENISE L	2014-76		JUMPSUIT/KRYSINSKI	949.38 Total : 949.38
160997	1/14/2015	0000329 GALLS	002873773		ENGRAVING	60.72 Total : 60.72
160998	1/14/2015	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	1,005.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160998	1/14/2015	0001706 0001706 GARDNER, PAT			(Continued)	Total : 1,005.00
160999	1/14/2015	0002767 GATEWAY CONTROLS, INC	2014874		GATE REPAIR	375.56
						Total : 375.56
161000	1/14/2015	0004974 GREEN LIGHT SOLUTIONS	8307		MAINTENANCE & INSPECTIONS	940.00
						Total : 940.00
161001	1/14/2015	0002747 GUARDIAN SECURITY	551301		SERVICE	150.01
						Total : 150.01
161002	1/14/2015	0007236 HAMMOND, JACOB	123114		WELLNESS INCENTIVE	20.00
			EXP REIMB		EXP REIMB	195.33
						Total : 215.33
161003	1/14/2015	0000323 HD FOWLER COMPANY	13819433		VALVE BOX	64.86
						Total : 64.86
161004	1/14/2015	0007723 HERITAGE BANK	123114		321 SE PIONEER WAY UTILITY REFUND	622.42
						Total : 622.42
161005	1/14/2015	0001251 HEWLETT-PACKARD COMPANY	55157055		PRINTER/INPUT TRAY	440.90
						Total : 440.90
161006	1/14/2015	0003095 HOME DEPOT CREDIT SERVICES	5024522		FLEX DRAIN/COREXSLD	10.01
			6024382		COUPLING	55.90
						Total : 65.91
161007	1/14/2015	0006520 HOPKINS, CAMERON	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161008	1/14/2015	0000392 HUBBARD, SCOTT	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161009	1/14/2015	0000417 INDUSTRIAL BOLT & SUPPLY	578042-1		SOCKETS	34.19
						Total : 34.19
161010	1/14/2015	0000410 ISLAND COUNTY SOLID WASTE	123114		DEC 2014/TIPPING FEES	76,970.35

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161010	1/14/2015	0000410 0000410 ISLAND COUNTY SOLID WASTE	(Continued)			Total : 76,970.35
161011	1/14/2015	0000411 ISLAND COUNTY TREASURER	123114		CRIME VICTIM COMPENSATION	210.68
						Total : 210.68
161012	1/14/2015	0000415 ISLAND DISPOSAL	3845369		RECYCLING	102.41
						Total : 102.41
161013	1/14/2015	0000433 ISLAND DRUG	114508211227		INMATE MEDS	4.00
						Total : 4.00
161014	1/14/2015	0000441 ISLAND SYSTEMS	230150 230430 230672		WATER/MARINA WATER/MARINA WATER/MARINA	12.30 6.15 24.60
						Total : 43.05
161015	1/14/2015	0007604 JANSEN, JOSH	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161016	1/14/2015	0006952 JUPIN, TIMOTHY	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161017	1/14/2015	0000476 KERR, JACK	12-14		DEC 2014/PUBLIC DEFENSE SCREENIN	1,400.00
						Total : 1,400.00
161018	1/14/2015	0000494 LAKESIDE INDUSTRIES	5035570MB		ASPHALT	444.12
						Total : 444.12
161019	1/14/2015	0001662 LEDGERWOOD, MARIANNE	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161020	1/14/2015	0005277 LEE, STEPHANIE	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161021	1/14/2015	0004502 LEXISNEXIS RISK DATA MANAGE	1404645-20141231		DEC 2014/MINIMUM COMMITMENT	54.35
						Total : 54.35
161022	1/14/2015	0000530 MAILLIARD'S LANDING NURSERY	93441		YARD WASTE	184.35

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161022	1/14/2015	0000530 MAILLIARD'S LANDING NURSERY	(Continued)			
			93459		YARD WASTE	10.00
			93466		YARD WASTE	5.00
			93487		YARD WASTE	5.00
			93500		YARD WASTE	5.00
			93517		YARD WASTE	10.00
			93518		YARD WASTE	5.00
			93526		YARD WASTE	5.00
			93568		YARD WASTE	50.00
			93569		YARD WASTE	25.00
			93605		YARD WASTE	225.05
			93703		YARD WASTE	20.00
			93727		YARD WASTE	5.00
			93793		YARD WASTE	10.00
					Total :	564.40
161023	1/14/2015	0000660 MARKET PLACE FOOD & DRUG	191763		GROCERIES	386.89
					Total :	386.89
161024	1/14/2015	0006072 MASTER'S TOUCH, LLC	37562		DEC 2014/MAILING SERVICES FOR STA	888.30
			P37562		DEC 2014/POSTAGE FOR STATEMENT	2,942.36
					Total :	3,830.66
161025	1/14/2015	0006072 MASTER'S TOUCH, LLC	37561		DEC 2014/MAILING SERVICES FOR LAT	283.49
			P37561		DEC 2014/POSTAGE FOR LATE NOTICE	482.02
					Total :	765.51
161026	1/14/2015	0000545 MATTHEW BENDER & CO, INC	67085776		WA STATE ENVRN PLY ACT REL#26	251.21
					Total :	251.21
161027	1/14/2015	0000558 MERRILL, RAY	EXP REIMB		EXP REIMB	661.83
					Total :	661.83
161028	1/14/2015	0007722 MERRIMAN, RYAN	123114		WELLNESS INCENTIVE	20.00
					Total :	20.00
161029	1/14/2015	0006992 MOON, ANDREW	123114		WELLNESS INCENTIVE	20.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161029	1/14/2015	0006992 0006992 MOON, ANDREW			(Continued)	Total : 20.00
161030	1/14/2015	0000586 MOTOROLA SOLUTIONS, INC	13044591		RADIOS	2,098.82 Total : 2,098.82
161031	1/14/2015	0000621 NIIRO, CEDRIC	123114		WELLNESS INCENTIVE	20.00 Total : 20.00
161032	1/14/2015	0007075 NORTHWEST ASSESSMENT SERVICE	1340		PRE-EMPLOYMENT/SELLERS	350.00 Total : 350.00
161033	1/14/2015	0000672 OAK HARBOR ACE	249619 249755 249770 249780		COUPLES OIL DEHUMIDFY DAMPRID BOLT/NUTS	13.00 18.47 10.85 16.73 Total : 59.05
161034	1/14/2015	0000668 OAK HARBOR AUTO CENTER	001-225500		AUTOMOTIVE XL VB	23.31 Total : 23.31
161035	1/14/2015	0000676 OAK HARBOR POLICE DEPARTMENT	123114		PETTY CASH	39.85 Total : 39.85
161036	1/14/2015	0003007 OFFICE DEPOT	747180718001		INK	65.21 Total : 65.21
161037	1/14/2015	0001377 ORCA INFORMATION	381082		PRE-EMPLOYMENT/SELLERS	75.00 Total : 75.00
161038	1/14/2015	0007171 PEABODY, CHRISTOPHER	123114		WELLNESS INCENTIVE	20.00 Total : 20.00
161039	1/14/2015	0000709 PERS	01084680		DEC 2014/UNFUNDED LIABILITY	26.98 Total : 26.98
161040	1/14/2015	0000299 PLACE, SANDRA	123114 EXP REIMB		WELLNESS INCENTIVE EXP REIMB	20.00 1,635.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161040	1/14/2015	0000299 0000299 PLACE, SANDRA	(Continued)			Total : 1,655.00
161041	1/14/2015	0004622 POWERS-RANG, LISA	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161042	1/14/2015	0000743 PUGET SOUND ENERGY	200002036917 200004839284 200007268135 220002247165 300000007421		ELECTRICITY/BTWN BAYSHORE DR & I ELECTRICITY/1019 SW SWANTOWN AV ELECTRICITY/SW ERIE ST SW BARRIN ELECTRICITY/SW FAIRWAY POINT DR & ELECTRICITY/FT NUGENT RD	133.93 91.69 162.40 12.70 13,042.57
						Total : 13,443.29
161043	1/14/2015	0002508 RINEY PRODUCTION SERVICES	10-1397		TAPING SERVICES	1,947.63
						Total : 1,947.63
161044	1/14/2015	0003024 ROBBINS, EPHRAIM	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161045	1/14/2015	0000781 SAFEWAY	724551		GROCERIES	14.49
						Total : 14.49
161046	1/14/2015	0000791 SCHEER, KEVIN	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161047	1/14/2015	0000796 SCHROER, PAUL	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161048	1/14/2015	0000852 SENIOR CENTER PETTY CASH	110314		PETTY CASH	235.01
						Total : 235.01
161049	1/14/2015	0000817 SHELLEY, TIM	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161050	1/14/2015	0000822 SHRED-IT USA, INC	9404711500 9404711642		SHREDDING SHREDDING	52.97 52.97
						Total : 105.94
161051	1/14/2015	0000831 SIX ROBBLEES', INC	14-297578		MESH TAP/SHIELD	1,024.48

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161051	1/14/2015	0000831 SIX ROBBLEES', INC	(Continued) 14-297902		MESH TAP/SHIELD	1,024.48
					Total :	2,048.96
161052	1/14/2015	0000853 SKAGIT RIVER STEEL & RECYCLING	48926		ANGLES/FLAT BARS	331.07
					Total :	331.07
161053	1/14/2015	0000846 SOUND PUBLISHING	WCW606378		PRLM DCKT COMP PLAN	144.54
					Total :	144.54
161054	1/14/2015	0000851 SPRINT	140239187		LONG DISTANCE	8.83
					Total :	8.83
161055	1/14/2015	0003883 STAPLES BUSINESS ADVANTAGE	3249350931		CARD STOCK/CERTIFICATE COVERS	20.53
			3250848335		RIBBON	4.66
			3250848336		PAPER	32.06
			3250848337		TONER	448.44
			3250848338		FOLERS/BINDERCLIPS/STORAGE BOX	39.19
			3251429352		CREDIT	-43.44
			3251429356		PENS	35.69
			3251429357		PAPER/STAPLES	58.16
			3251429358		TONER/PAPER	107.27
			3252036324		INK	401.05
			3252036326		PAPER	52.30
			3252036327		TONER	101.12
			3252036328		FOLDERS/DESKPADS	37.06
			3252036329		TONER	573.88
			3252354318		INK	54.56
			3252354320		RUBBERBANDS/STAPLER/DAILY APPT	26.29
			3252354321		WEEKLY ATAGLNC/MOUSE	64.84
			3252354322		PRINTER	326.09
			3252354323		DESKPAD/LABELS	51.22
			3252354324		INK	102.17
			3252354325		INK/INDEX CARDS/PENS	122.25
					Total :	2,615.39
161056	1/14/2015	0005786 STOWES SHOES & CLOTHING	0008854		BOOTS/BRANNAN	165.96

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161056	1/14/2015	0005786 STOWES SHOES & CLOTHING	(Continued) 0008856		BOOTS/JAMESON	189.02
					Total :	354.98
161057	1/14/2015	0000874 SURETY PEST CONTROL	1039595 1039599 1039602 1039606 1039617 1043116		PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION PEST EXTERMINATION	30.44 38.05 43.48 32.61 30.44 43.48
					Total :	218.50
161058	1/14/2015	0006438 TAURUS POWER & CONTROLS, INC	357492		FIELD ENGINEERING SERVICES	1,135.92
					Total :	1,135.92
161059	1/14/2015	0007721 TOPPINS FROZEN YOGURT	1		FOZEN YOGURT MOBILE	434.80
					Total :	434.80
161060	1/14/2015	0001053 TREASURER, WASHINGTON STATE	123114		COURT/BC FEES	10,249.86
					Total :	10,249.86
161061	1/14/2015	0000923 UNITED PARCEL SERVICE	0000A0182W514 0000A0182W524		SHIPPING SHIPPING	110.49 10.52
					Total :	121.01
161062	1/14/2015	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	760.39
					Total :	760.39
161063	1/14/2015	0004903 US BANK	4485591000646855		CREDIT CARD PURCHASES	645.32
					Total :	645.32
161064	1/14/2015	0004903 US BANK	4485591000222970		CREDIT CARD PURCHASES	4.48
					Total :	4.48
161065	1/14/2015	0004903 US BANK	4485590002304661		CREDIT CARD PURCHASES	2.03
					Total :	2.03
161066	1/14/2015	0004903 US BANK	4485590002431076		CREDIT CARD PURCHASES	2.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161066	1/14/2015	0004903 0004903 US BANK			(Continued)	Total : 2.00
161067	1/14/2015	0000934 UTILITIES UNDERGROUND LOCATION	4120171		DEC 2014/LOCATES	72.38
						Total : 72.38
161068	1/14/2015	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW OI 31			PROV SVC/GENERAL 2014	5,662.75
						Total : 5,662.75
161069	1/14/2015	0003897 WELSHANS, KINDLE	123114		WELLNESS INCENTIVE	40.00
						Total : 40.00
161070	1/14/2015	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1277		DEC 2014/ANIMAL SHELTER	8,333.37
						Total : 8,333.37
161071	1/14/2015	0000675 WHIDBEY COMMUNITY PHYSICIANS	110414-161		PHYSICAL/BIDDLE	150.00
						Total : 150.00
161072	1/14/2015	0001017 WHIDBEY PRINTERS	47403 47422		BUSINESS CARDS/SUBLET BUSINESS CARDS/WEST	78.10 55.71
						Total : 133.81
161073	1/14/2015	0004961 WOODWARD, GREGORY	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161074	1/14/2015	0006775 WORKSAFE SERVICE, INC	201500		DRUG TESTS	60.00
						Total : 60.00
109 Vouchers for bank code : bank						Bank total : 351,401.40
109 Vouchers in this report						Total vouchers : 351,401.40

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160965	1/8/2015	0000860 STANDARD INSURANCE COMPANY	123114		LONG TERM DISABILITY	4,355.87
Total :						4,355.87
160967	1/14/2015	0000005 A-1 TOWING	55200		TOWING SERVICES	193.48
Total :						193.48
160968	1/14/2015	0007332 ADAMSON POLICE PRODUCTS	INV161437 INV162218		UNIFORM ITEMS/SCHRICKER PARKA SHELLS	271.70 637.84
Total :						909.54
160969	1/14/2015	0000424 ALL BATTERY SALES AND SERVICE	120114 508796 51164906		CREDIT BATTERIES BATTERIES	-40.76 690.54 309.84
Total :						959.62
160970	1/14/2015	0000028 ALL ISLAND LOCK & KEY	50383		CYLINDERS	104.90
Total :						104.90
160971	1/14/2015	0000042 ANACORTES, CITY OF	900-9080-00 901-9080-01 901-9080-02		DEC 2014/WATER PURCHASED DEC 2014/WATER PURCHASED DEC 2014/WATER PURCHASED	118,345.00 1,112.90 9,511.83
Total :						128,969.73
160972	1/14/2015	0004019 ASSOCIATED PETROLEUM PRODUCTS	0680362-IN 0681531-IN 0687834-IN		FUEL FUEL FUEL	23,064.90 5,376.69 4,923.46
Total :						33,365.05
160973	1/14/2015	0000159 AT&T MOBILITY	287249477751X1224201		AIRCARDS	484.95
Total :						484.95
160974	1/14/2015	0000075 BANK OF NEW YORK	111-1636576		OAKLTGO11	53.64
Total :						53.64
160975	1/14/2015	0000083 BAZA, ALVIN	123114		WELLNESS INCENTIVE	20.00
Total :						20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160976	1/14/2015	0000097 BEST WESTERN HARBOR PLAZA	931		HOTEL ACCOMMODATIONS/OWEN	94.10
					Total :	94.10
160977	1/14/2015	0002551 BOS, BRYON	123114		WELLNESS INCENTIVE	20.00
					Total :	20.00
160978	1/14/2015	0003097 BOYER, TALLIE	123114		WELLNESS INCENTIVE	20.00
					Total :	20.00
160979	1/14/2015	0006769 BRAUN CONSULTING GROUP	1803		DEC 2014/RETAINER	2,650.00
					Total :	2,650.00
160980	1/14/2015	0005027 BURT'S SAW & MOWER	2521		SHARPENING	30.44
					Total :	30.44
160981	1/14/2015	0000627 CAPITAL ONE COMMERCIAL	24488132		SUPPLIES	325.63
					Total :	325.63
160982	1/14/2015	0006016 CARTER, MARGOT L	6712		PUBLIC DEFENSE	1,800.00
					Total :	1,800.00
160983	1/14/2015	0000177 CLEMENTS, MICHAEL G.	EXP REIMB		EXP REIMB	23.89
					Total :	23.89
160984	1/14/2015	0000186 COASTWIDE LABORATORIES	W2723584-3		BOTTLES	27.52
					Total :	27.52
160985	1/14/2015	0005773 COMCAST	8498300290363841		INTERNET	213.98
					Total :	213.98
160986	1/14/2015	0000193 COMMERCIAL FIRE PROTECTION	44022		ESCUTCHEONS	32.07
					Total :	32.07
160987	1/14/2015	0000197 CONCRETE NORWEST	102806		WASHED ROCK	45.07
					Total :	45.07
160988	1/14/2015	0007724 CONNECT HEARING	67		HEARING TESTS	50.00
					Total :	50.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160989	1/14/2015	0000220 CUMMINS NORTHWEST, INC	001-32392 001-36330		CREDIT GASKETS/SEAL/SENSOR	-14.13 200.49 Total : 186.36
160990	1/14/2015	0000256 DAY WIRELESS SYSTEMS	376000		ID CHANGES	92.23 Total : 92.23
160991	1/14/2015	0000247 DIAMOND RENTALS	1-500608-36 1-500619-36 1-509920-20 1-516826-11 1-521401-3 1-521402-3 1-522682 1-522682-2 1-523948		PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES COUPLER/PLUG/PRESSURE WASHER	49.95 49.95 49.95 49.95 49.95 99.90 49.95 49.95 169.49 Total : 619.04
160992	1/14/2015	0002311 DICKEY, CHARLENE	1		TRAVEL REFUND	6.00 Total : 6.00
160993	1/14/2015	0000257 DUTCH MAID CLEANERS	123114		DEC 2014/LAUNDRY SERVICES	247.50 Total : 247.50
160994	1/14/2015	0000279 EMPLOYMENT SECURITY, WASHINGTON ST. 945052 10-7			3RD QTR 2014/UNEMPLOYMENT	5,344.99 Total : 5,344.99
160995	1/14/2015	0006747 EQUINOX RESEARCH & CONSULTING	11-410-7 13-475-6		PROF SVC/42" OUTFALL PROF SVC/WWTP	18,549.51 7,002.58 Total : 25,552.09
160996	1/14/2015	0004971 FREEMAN, DENISE L	2014-76		JUMPSUIT/KRYSINSKI	949.38 Total : 949.38
160997	1/14/2015	0000329 GALLS	002873773		ENGRAVING	60.72 Total : 60.72
160998	1/14/2015	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	1,005.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160998	1/14/2015	0001706 0001706 GARDNER, PAT			(Continued)	Total : 1,005.00
160999	1/14/2015	0002767 GATEWAY CONTROLS, INC	2014874		GATE REPAIR	375.56
						Total : 375.56
161000	1/14/2015	0004974 GREEN LIGHT SOLUTIONS	8307		MAINTENANCE & INSPECTIONS	940.00
						Total : 940.00
161001	1/14/2015	0002747 GUARDIAN SECURITY	551301		SERVICE	150.01
						Total : 150.01
161002	1/14/2015	0007236 HAMMOND, JACOB	123114		WELLNESS INCENTIVE	20.00
			EXP REIMB		EXP REIMB	195.33
						Total : 215.33
161003	1/14/2015	0000323 HD FOWLER COMPANY	13819433		VALVE BOX	64.86
						Total : 64.86
161004	1/14/2015	0007723 HERITAGE BANK	123114		321 SE PIONEER WAY UTILITY REFUND	622.42
						Total : 622.42
161005	1/14/2015	0001251 HEWLETT-PACKARD COMPANY	55157055		PRINTER/INPUT TRAY	440.90
						Total : 440.90
161006	1/14/2015	0003095 HOME DEPOT CREDIT SERVICES	5024522		FLEX DRAIN/COREXSLD	10.01
			6024382		COUPLING	55.90
						Total : 65.91
161007	1/14/2015	0006520 HOPKINS, CAMERON	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161008	1/14/2015	0000392 HUBBARD, SCOTT	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161009	1/14/2015	0000417 INDUSTRIAL BOLT & SUPPLY	578042-1		SOCKETS	34.19
						Total : 34.19
161010	1/14/2015	0000410 ISLAND COUNTY SOLID WASTE	123114		DEC 2014/TIPPING FEES	76,970.35

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161010	1/14/2015	0000410 0000410 ISLAND COUNTY SOLID WASTE	(Continued)			Total : 76,970.35
161011	1/14/2015	0000411 ISLAND COUNTY TREASURER	123114		CRIME VICTIM COMPENSATION	210.68
						Total : 210.68
161012	1/14/2015	0000415 ISLAND DISPOSAL	3845369		RECYCLING	102.41
						Total : 102.41
161013	1/14/2015	0000433 ISLAND DRUG	114508211227		INMATE MEDS	4.00
						Total : 4.00
161014	1/14/2015	0000441 ISLAND SYSTEMS	230150 230430 230672		WATER/MARINA WATER/MARINA WATER/MARINA	12.30 6.15 24.60
						Total : 43.05
161015	1/14/2015	0007604 JANSEN, JOSH	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161016	1/14/2015	0006952 JUPIN, TIMOTHY	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161017	1/14/2015	0000476 KERR, JACK	12-14		DEC 2014/PUBLIC DEFENSE SCREENIN	1,400.00
						Total : 1,400.00
161018	1/14/2015	0000494 LAKESIDE INDUSTRIES	5035570MB		ASPHALT	444.12
						Total : 444.12
161019	1/14/2015	0001662 LEDGERWOOD, MARIANNE	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161020	1/14/2015	0005277 LEE, STEPHANIE	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161021	1/14/2015	0004502 LEXISNEXIS RISK DATA MANAGE	1404645-20141231		DEC 2014/MINIMUM COMMITMENT	54.35
						Total : 54.35
161022	1/14/2015	0000530 MAILLIARD'S LANDING NURSERY	93441		YARD WASTE	184.35

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161022	1/14/2015	0000530 MAILLIARD'S LANDING NURSERY	(Continued)			
			93459		YARD WASTE	10.00
			93466		YARD WASTE	5.00
			93487		YARD WASTE	5.00
			93500		YARD WASTE	5.00
			93517		YARD WASTE	10.00
			93518		YARD WASTE	5.00
			93526		YARD WASTE	5.00
			93568		YARD WASTE	50.00
			93569		YARD WASTE	25.00
			93605		YARD WASTE	225.05
			93703		YARD WASTE	20.00
			93727		YARD WASTE	5.00
			93793		YARD WASTE	10.00
					Total :	564.40
161023	1/14/2015	0000660 MARKET PLACE FOOD & DRUG	191763		GROCERIES	386.89
					Total :	386.89
161024	1/14/2015	0006072 MASTER'S TOUCH, LLC	37562		DEC 2014/MAILING SERVICES FOR STA	888.30
			P37562		DEC 2014/POSTAGE FOR STATEMENT	2,942.36
					Total :	3,830.66
161025	1/14/2015	0006072 MASTER'S TOUCH, LLC	37561		DEC 2014/MAILING SERVICES FOR LAT	283.49
			P37561		DEC 2014/POSTAGE FOR LATE NOTICE	482.02
					Total :	765.51
161026	1/14/2015	0000545 MATTHEW BENDER & CO, INC	67085776		WA STATE ENVRN PLY ACT REL#26	251.21
					Total :	251.21
161027	1/14/2015	0000558 MERRILL, RAY	EXP REIMB		EXP REIMB	661.83
					Total :	661.83
161028	1/14/2015	0007722 MERRIMAN, RYAN	123114		WELLNESS INCENTIVE	20.00
					Total :	20.00
161029	1/14/2015	0006992 MOON, ANDREW	123114		WELLNESS INCENTIVE	20.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161029	1/14/2015	0006992 0006992 MOON, ANDREW			(Continued)	Total : 20.00
161030	1/14/2015	0000586 MOTOROLA SOLUTIONS, INC	13044591		RADIOS	2,098.82 Total : 2,098.82
161031	1/14/2015	0000621 NIIRO, CEDRIC	123114		WELLNESS INCENTIVE	20.00 Total : 20.00
161032	1/14/2015	0007075 NORTHWEST ASSESSMENT SERVICE	1340		PRE-EMPLOYMENT/SELLERS	350.00 Total : 350.00
161033	1/14/2015	0000672 OAK HARBOR ACE	249619 249755 249770 249780		COUPLES OIL DEHUMIDFY DAMPRID BOLT/NUTS	13.00 18.47 10.85 16.73 Total : 59.05
161034	1/14/2015	0000668 OAK HARBOR AUTO CENTER	001-225500		AUTOMOTIVE XL VB	23.31 Total : 23.31
161035	1/14/2015	0000676 OAK HARBOR POLICE DEPARTMENT	123114		PETTY CASH	39.85 Total : 39.85
161036	1/14/2015	0003007 OFFICE DEPOT	747180718001		INK	65.21 Total : 65.21
161037	1/14/2015	0001377 ORCA INFORMATION	381082		PRE-EMPLOYMENT/SELLERS	75.00 Total : 75.00
161038	1/14/2015	0007171 PEABODY, CHRISTOPHER	123114		WELLNESS INCENTIVE	20.00 Total : 20.00
161039	1/14/2015	0000709 PERS	01084680		DEC 2014/UNFUNDED LIABILITY	26.98 Total : 26.98
161040	1/14/2015	0000299 PLACE, SANDRA	123114 EXP REIMB		WELLNESS INCENTIVE EXP REIMB	20.00 1,635.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161040	1/14/2015	0000299 0000299 PLACE, SANDRA	(Continued)			Total : 1,655.00
161041	1/14/2015	0004622 POWERS-RANG, LISA	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161042	1/14/2015	0000743 PUGET SOUND ENERGY	200002036917 200004839284 200007268135 220002247165 300000007421		ELECTRICITY/BTWN BAYSHORE DR & I ELECTRICITY/1019 SW SWANTOWN AV ELECTRICITY/SW ERIE ST SW BARRIN ELECTRICITY/SW FAIRWAY POINT DR & ELECTRICITY/FT NUGENT RD	133.93 91.69 162.40 12.70 13,042.57
						Total : 13,443.29
161043	1/14/2015	0002508 RINEY PRODUCTION SERVICES	10-1397		TAPING SERVICES	1,947.63
						Total : 1,947.63
161044	1/14/2015	0003024 ROBBINS, EPHRAIM	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161045	1/14/2015	0000781 SAFEWAY	724551		GROCERIES	14.49
						Total : 14.49
161046	1/14/2015	0000791 SCHEER, KEVIN	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161047	1/14/2015	0000796 SCHROER, PAUL	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161048	1/14/2015	0000852 SENIOR CENTER PETTY CASH	110314		PETTY CASH	235.01
						Total : 235.01
161049	1/14/2015	0000817 SHELLEY, TIM	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161050	1/14/2015	0000822 SHRED-IT USA, INC	9404711500 9404711642		SHREDDING SHREDDING	52.97 52.97
						Total : 105.94
161051	1/14/2015	0000831 SIX ROBBLEES', INC	14-297578		MESH TAP/SHIELD	1,024.48

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161051	1/14/2015	0000831 SIX ROBBLEES', INC	(Continued) 14-297902		MESH TAP/SHIELD	1,024.48
					Total :	2,048.96
161052	1/14/2015	0000853 SKAGIT RIVER STEEL & RECYCLING	48926		ANGLES/FLAT BARS	331.07
					Total :	331.07
161053	1/14/2015	0000846 SOUND PUBLISHING	WCW606378		PRLM DCKT COMP PLAN	144.54
					Total :	144.54
161054	1/14/2015	0000851 SPRINT	140239187		LONG DISTANCE	8.83
					Total :	8.83
161055	1/14/2015	0003883 STAPLES BUSINESS ADVANTAGE	3249350931		CARD STOCK/CERTIFICATE COVERS	20.53
			3250848335		RIBBON	4.66
			3250848336		PAPER	32.06
			3250848337		TONER	448.44
			3250848338		FOLERS/BINDERCLIPS/STORAGE BOX	39.19
			3251429352		CREDIT	-43.44
			3251429356		PENS	35.69
			3251429357		PAPER/STAPLES	58.16
			3251429358		TONER/PAPER	107.27
			3252036324		INK	401.05
			3252036326		PAPER	52.30
			3252036327		TONER	101.12
			3252036328		FOLDERS/DESKPADS	37.06
			3252036329		TONER	573.88
			3252354318		INK	54.56
			3252354320		RUBBERBANDS/STAPLER/DAILY APPT	26.29
			3252354321		WEEKLY ATAGLNC/MOUSE	64.84
			3252354322		PRINTER	326.09
			3252354323		DESKPAD/LABELS	51.22
			3252354324		INK	102.17
			3252354325		INK/INDEX CARDS/PENS	122.25
					Total :	2,615.39
161056	1/14/2015	0005786 STOWES SHOES & CLOTHING	0008854		BOOTS/BRANNAN	165.96

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161056	1/14/2015	0005786 STOWES SHOES & CLOTHING	(Continued) 0008856		BOOTS/JAMESON	189.02
Total :						354.98
161057	1/14/2015	0000874 SURETY PEST CONTROL	1039595		PEST EXTERMINATION	30.44
			1039599		PEST EXTERMINATION	38.05
			1039602		PEST EXTERMINATION	43.48
			1039606		PEST EXTERMINATION	32.61
			1039617		PEST EXTERMINATION	30.44
			1043116		PEST EXTERMINATION	43.48
Total :						218.50
161058	1/14/2015	0006438 TAURUS POWER & CONTROLS, INC	357492		FIELD ENGINEERING SERVICES	1,135.92
Total :						1,135.92
161059	1/14/2015	0007721 TOPPINS FROZEN YOGURT	1		FOZEN YOGURT MOBILE	434.80
Total :						434.80
161060	1/14/2015	0001053 TREASURER, WASHINGTON STATE	123114		COURT/BC FEES	10,249.86
Total :						10,249.86
161061	1/14/2015	0000923 UNITED PARCEL SERVICE	0000A0182W514		SHIPPING	110.49
			0000A0182W524		SHIPPING	10.52
Total :						121.01
161062	1/14/2015	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	760.39
Total :						760.39
161063	1/14/2015	0004903 US BANK	4485591000646855		CREDIT CARD PURCHASES	645.32
Total :						645.32
161064	1/14/2015	0004903 US BANK	4485591000222970		CREDIT CARD PURCHASES	4.48
Total :						4.48
161065	1/14/2015	0004903 US BANK	4485590002304661		CREDIT CARD PURCHASES	2.03
Total :						2.03
161066	1/14/2015	0004903 US BANK	4485590002431076		CREDIT CARD PURCHASES	2.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161066	1/14/2015	0004903 0004903 US BANK			(Continued)	Total : 2.00
161067	1/14/2015	0000934 UTILITIES UNDERGROUND LOCATION	4120171		DEC 2014/LOCATES	72.38
						Total : 72.38
161068	1/14/2015	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW OI 31			PROV SVC/GENERAL 2014	5,662.75
						Total : 5,662.75
161069	1/14/2015	0003897 WELSHANS, KINDLE	123114		WELLNESS INCENTIVE	40.00
						Total : 40.00
161070	1/14/2015	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1277		DEC 2014/ANIMAL SHELTER	8,333.37
						Total : 8,333.37
161071	1/14/2015	0000675 WHIDBEY COMMUNITY PHYSICIANS	110414-161		PHYSICAL/BIDDLE	150.00
						Total : 150.00
161072	1/14/2015	0001017 WHIDBEY PRINTERS	47403 47422		BUSINESS CARDS/SUBLET BUSINESS CARDS/WEST	78.10 55.71
						Total : 133.81
161073	1/14/2015	0004961 WOODWARD, GREGORY	123114		WELLNESS INCENTIVE	20.00
						Total : 20.00
161074	1/14/2015	0006775 WORKSAFE SERVICE, INC	201500		DRUG TESTS	60.00
						Total : 60.00
109 Vouchers for bank code : bank						Bank total : 351,401.40
109 Vouchers in this report						Total vouchers : 351,401.40

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

Bill No. 6. c.
Date: January 20, 2015
Subject: Contract with Oak Harbor
Chamber of Commerce for
2014 Tourism Support Services

FROM: Doug Merriman, Deputy City Administrator/Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize the Mayor to sign a contract with the Chamber of Commerce for 2014 tourism support services.

BACKGROUND / SUMMARY INFORMATION

The contract with the Chamber of Commerce for 2014 tourism support services originated with the meeting of the Lodging Tax Advisory Committee (LTAC) to make recommendations to the City Council for uses of Lodging Tax revenues for 2014. Subsequently City Council approved the recommendation of the LTAC to provide \$100,000 to the Chamber of Commerce for Tourism Support Services for both 2014 and 2015. The final step of the process is to execute a contract between the City and the Chamber of Commerce which details the services to be provided by the Chamber in consideration of the receipt of lodging tax funding. Included within the contract is the requirement of the Chamber to provide the City with estimates of tourism activity which the City will use in preparing the City's 2015 tourism report to JLARC.

The accompanying contract is time sensitive. Accordingly, this contract is being brought to City Council ahead of the other approved LTAC recommended programs so that the January 2015 invoice presented by the Chamber may be paid this month. A second contract will be brought forward at a future date to provide for the 2016 funding award for the Chamber.

LEGAL AUTHORITY

RCW 67.28.180 Lodging tax authorized – Conditions: Establishes City authority to levy the “basic” hotel-motel tax of 2%.

RCW 67.28.181 Special excise taxes authorized: Establishes City authority to levy an “additional” hotel-motel tax of 2%.

FISCAL IMPACT

The fiscal impact of the contract is \$100,000 to be paid in monthly installments, upon presentation of an

invoice by the Chamber of Commerce, in the amount of \$8,333.33.

The proposed funding is budgeted in the 2015-2016 Biennial Budget adopted by City Council on December 2, 2014.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

City Council previously approved the recommendations from the LTAC for the funding of this contract.

ATTACHMENTS

1. [2014 Tourism Support Services - Oak Harbor Chamber of Commerce](#)

CONTRACT RELATED TO LODGING TAX FUNDING

THIS AGREEMENT made and entered into by and between the City of Oak Harbor (hereinafter referred to as the "CITY") and the **Greater Oak Harbor Chamber of Commerce** (hereinafter referred to as "RECIPIENT") this 20th day of January, 2015

Recitals

WHEREAS, the City collects a 2% tax on the charge for furnishing lodging by a hotel, rooming house, tourist court, motel or trailer camp; and

WHEREAS, the use of these tax revenues is restricted by RCW 67.28.180 to certain explicit uses, including the promotion of local tourism, and the operation of tourism-related facilities, and

WHEREAS, the RECIPIENT is a nonprofit organization formed for the purpose of attracting tourists to the City, and

WHEREAS, the Scope of Work included in this contract is consistent with this purposes for funding under state law; and

WHEREAS, the CHAMBER OF COMMERCE represents that the CHAMBER OF COMMERCE 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 mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

I. Scope and Schedule of Work.

- A.** The RECIPIENT, in exchange for funding received agrees to perform, as an independent contractor, and not as an employee or agent of the CITY those services described in Exhibit "A", attached hereto and incorporated herein.
- B.** All obligations and services of the RECIPIENT undertaken pursuant to this Agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance and the requirements of Chapter 67.28 RCW by December 31, 2015. The time period for performance shall be extended by the amount of time that the RECIPIENT is unable to proceed because of a delay solely attributable to the CITY, provided that the RECIPIENT advises the CITY of the delay as soon as is practicable.
- C.** RECIPIENT shall provide CITY with an accounting for the funds received and will track monitor and report how the funds received have increased the number of people traveling for business or pleasure to the CITY. Such reporting shall be at such times and in such form as may be specified by the CITY. RECIPIENT acknowledges that reporting requirements may extend past December 31, 2015. Further details for said accounting are set out in III below.

II. Compensation and Payment

- A. Subject to funds being available the CITY shall remit to the RECIPIENT **an amount not to exceed \$100,000.00**, for the services performed under this contract and as outlined in Exhibit “A”. Such payment shall be the total compensation for all work performed under this Agreement, including but not limited to all labor, materials and supplies, incidental expenses, subcontractor’s fees, reimbursable expenses, equipment expenses and accounting and reporting as required by this Contract.
- B. City remittance will be made on the following schedule: \$8,333.33 to be paid monthly upon receipt of invoice. The RECIPIENT shall submit an original written invoice, with necessary and appropriate documentation, to receive payment. Address invoices to:

Finance Director
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

- C. Payment shall be made through the CITY’S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- D. The CITY may withhold payment to the RECIPIENT for any work not completed to the CITY’S satisfaction, until such time as the RECIPIENT modifies such work to the satisfaction of the CITY.
- E. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- F. In the event the RECIPIENT fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the RECIPIENT authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance.

III. Annual Reporting

- A. The RECIPIENT shall complete a Post Event/Activity Information Report, attached as Exhibit “B”, for the contract year. The annual report is a requirement established by the 2013 Washington State Legislature. The report shall be provided to the CITY immediately after the event, festival or activity, but due no later than January 31st of the year following the contract year.
- B. The CITY shall file an annual report with the State of Washington Joint Legislative Audit and Review Committee (JLARC) for lodging tax activity which will detail information received from the RECIPIENT, and other recipient organizations.

IV. Termination of Agreement.

- A. The CITY may terminate this Agreement at any time, with or without cause, by giving 10 days notice to the RECIPIENT in writing. In the event of termination, all finished and unfinished work prepared by

the RECIPIENT pursuant to this Agreement shall be provided to the CITY. In the event the CITY terminates this Agreement prior to completion without cause, the RECIPIENT may complete such analyses and records as may be necessary to place its files in order, and as mutually agreed to by the parties. The RECIPIENT shall be entitled to receive just and equitable compensation for satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein.

- B. The CITY may suspend this Agreement, at its sole discretion, upon one week's advance notice to the RECIPIENT. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the RECIPIENT'S reasonable expenses, and shall be subject to verification. The RECIPIENT shall resume performance of services under this Agreement without delay when the suspension period ends.
- C. Neither party shall be considered to be in default in the performance of this Agreement to the extent that performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party.

V. Rights in Data and Publications.

- A. Data which is developed pursuant to this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the CITY. Pursuant to U.S.C. § 201, the CITY will be deemed the author of the data and will own all copyrights in the data. "Data" shall mean all work product to be provided by the RECIPIENT under this Agreement and shall include, but not be limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys studies, computer programs, films, tapes and/or sound reproductions. The RECIPIENT shall obtain the CITY'S written approval prior to the publication of any results of studies and/or services performed or to be performed for any purpose other than for City use. This provision shall not apply to any data that is developed independent of this Agreement.
- B. The RECIPIENT shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

VI. Contract Administration and Management.

- A. The **Finance Department** for the CITY shall have primary responsibility for administering and approving services to be performed by the RECIPIENT, and shall coordinate all communications between the RECIPIENT and the CITY.
- B. Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this Agreement.
- C. The RECIPIENT shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

- D. The RECIPIENT shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of the CITY.

VII. Independent Contractor Status.

- A. The RECIPIENT is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of the CITY.
- B. The RECIPIENT acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the RECIPIENT agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the RECIPIENT'S status as an independent contractor. If the CITY is assessed, liable or responsible in any manner for those charges or taxes, the RECIPIENT agrees to hold the CITY harmless from those costs, including attorney's fees.
- C. The RECIPIENT shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.
- D. The RECIPIENT, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The RECIPIENT shall obtain a business license as may be required by the Oak Harbor Municipal Code, and shall pay business and occupation taxes as required by the Oak Harbor Municipal Code.
- E. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

VIII. Indemnification

- A. The RECIPIENT shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The RECIPIENT specifically assumes potential liability for actions brought by the RECIPIENT'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the RECIPIENT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE RECIPIENT RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. These indemnifications shall survive the termination of this Agreement.

E. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

IX. Insurance.

A. The CHAMBER OF COMMERCE 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 CHAMBER OF COMMERCE, its agents, representatives, or employees.

B. Minimum Scope of Insurance. CHAMBER OF COMMERCE shall obtain insurance of the types described below:

- a. 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 CHAMBER OF COMMERCE'S Commercial General Liability insurance policy with respect to the work performed for the CITY.
- b. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. Minimum Amounts of Insurance. CHAMBER OF COMMERCE shall maintain the following insurance limits:

- a. 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.

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

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

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

F. Verification of Coverage. CHAMBER OF COMMERCE 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 CHAMBER OF COMMERCE before commencement of the work.

X. Maintenance and Inspection of Records.

- A. The CHAMBER OF COMMERCE 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.
- B. The CHAMBER OF COMMERCE shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The CHAMBER OF COMMERCE 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.

XI. Non-discrimination.

The RECEIPIENT agrees to take all steps necessary to comply with all federal, state, and City laws regarding non-discrimination and equal employment opportunities. The RECIPIENT shall not discriminate in any employment action because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the RECIPIENT with any of the non-discrimination provisions of this Agreement, the CITY shall be deemed to have cause to terminate this Agreement, immediately in whole or in part.

XII. Conflict of Interest.

No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The RECIPIENT shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. .

XIII. Interpretation and Venue.

- A. Washington law shall govern the interpretation of this Agreement. Island County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B. If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.
- C. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only in writing signed by both parties.

IN WITNESS WHEREOF, the City and the RECIPIENT have executed this contract agreement as of the date and year last written below:

CITY OF OAK HARBOR

RECIPIENT

Scott Dudley, Mayor

Date: _____

Title: _____

Date: _____

Approved as to form:

Tax ID#: _____

Nikki C. Esparza, City Attorney

EXHIBIT A
CONTRACTOR AGREEMENT - SCOPE OF WORK
City of Oak Harbor Lodging Tax Contract

To fulfill the terms of its Lodging Tax funded Agreement with the City of Oak Harbor, the Recipient will provide the following service to promote Oak Harbor and attract and welcome tourists during 2015:

Services: Tourism Marketing Support Services; Oak Harbor 365 - Operations

Recipient: Greater Oak Harbor Chamber of Commerce

Contract Duration: January 1, 2015 through December 31, 2015

Assigned Staff: Doug Merriman, Finance Director

Work to be completed: The recipient will utilize City of Oak Harbor Lodging Tax funds to provide support for the **Oak Harbor 365 – Operations plan**. As identified in the Lodging Tax Application, funds would be used to:

Furnish services generally considered to be of an informational and assistance nature to tourists and visitors to the community, including travel directions, directions to points of interest, lodging accommodations and other hospitality services, recreational activities, cultural events, emergency services, and other referral services. Services may also include providing marketing support services as outlined in the Oak Harbor 365 – Operations budget included herein.

No Recipient staff time is eligible for reimbursement. The City shall reimburse Recipient the costs to provide the tourism promotion services listed above in an amount not to exceed the actual expense incurred by Recipient for said services upon submittal to the City of:

An itemized invoice for the services;

- All requests for payment shall be submitted on an “Invoice for Payment Request” form as found in Exhibit B to this agreement.
- Photocopy or digital copy of third party vendor invoices and the Agency’s cancelled check(s) or checking account statements reflecting payment of third party vendor services and supplies necessary to provide the services, or other proof of payment acceptable to the City;
- Supporting documentation of the promotional work product, such as copies of the brochures and posters and a description of how and to whom they were distributed;
- A report summarizing the services provided and documenting the economic impact of the contracted tourism promotion services in a format acceptable to the City.

Contract Payment: \$8,333.33 monthly for 12 months. Recipient agrees to invoice the City on a monthly basis.

Reporting: By February 1, 2016, a report will need to be provided for your tourism event that provides the actual numbers in the categories below for the contract period, and provides the methodologies used to obtain the numbers. As a direct result of your proposed tourism-related service, provide actual numbers for:

a. Overall attendance at your proposed event/activity/facility:	
b. Number of people who traveled more than 50 miles for your event/activity:	
c. Of the people who traveled more than 50 miles, the number of people who traveled from another country or state:	
d. Of the people who traveled more than 50 miles, the number of people who stayed overnight in Oak Harbor or the Oak Harbor area :	
e. Of the people staying overnight, the number of people who stayed in PAID accommodations (hotel/motel/bed-breakfast) in Oak Harbor or the Oak Harbor area:	
f. Number of paid lodging room nights resulting from your proposed event/ activity/facility: (Example: 25 paid rooms on Friday and 50 paid rooms on Saturday = 75 paid lodging room nights)	

The Report needs to be provided to the Oak Harbor City Clerk, with a copy to the City of Oak Harbor Finance Director.

EXHIBIT "B"

Post Event/Activity Information Report for Lodging Tax Recipients
Festivals, special events and tourism-related facilities

Report is due immediately after event but no later than January 31, 2015

Email to: dmerriman@oakharbor.org or

**Mail to: City of Oak Harbor Finance Dept, 865 SE Barrington Drive,
Oak Harbor, WA 98277**

1. Organization Name:

2. Event Name:

Or

Tourism Facility:

3. Total Oak Harbor lodging tax funds used for Event or Facility \$ _____

4. Total Cost of Event or Facility \$ _____

5. Estimated total event attendance or user count for the facility: _____

6. Estimated total number of Out-of-State participants: _____

7. Please provide details for the Event or Facility.

Of the total event attendance, estimate the number of participants for each of the following categories:

1) Staying overnight in paid accommodations away from their place of residence or business. _____

2) Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling more than 50 miles. _____

3) Staying for the day only and traveling more than 50 miles. _____

4) Attending but not included in one of the three categories above. _____

8. Describe methodology used to determine the attendance figures answered in questions 5, 6 and 7.

Submitted by: _____ *Date:* _____

E-mail or phone number: _____

EXHIBIT "C"

January- March

- Implement marketing plan
- Website maintenance
- Print -- tourism materials
- Maintenance landscaping
- Staff development
- Staffing VIC and WOW wagon
- Shoulder season focus and research
- Volunteer Appreciation
- Office supplies
- INDOC
- All referral programs

April-June

- Website updates
- Staff development
- Staffing VIC and WOW Wagon
- WOW Wagon
- Maintenance landscaping
- Office supplies
- INDOC
- School District --New Teacher/ new family Welcome bags
- All referral programs

July-September

- Website updates
- Staff development
- Staffing VIC and WOW Wagon
- Maintenance landscaping
- Office Supplies
- INDOC
- All referral programs

October-December

- Volunteer retention program
- WOW wagon maintenance and repair
- Staff development
- Staffing VIC and WOW wagon
- Shoulder Season focus
- INDOC
- Office supplies
- All referral programs

<u>Projected Program Budget</u>	
Tourism Related Dues	\$250
WOW	
Licensing	50
Maintenance and repair	1,800
Postage/Tourism Info Packets	1,300
Postage Machine lease	500
Printing for Tourism Materials	550
Phone Lease	1,200
Office Supplies	1,000
Copier lease & Maintenance	4,300
Maintenance & Landscaping	4,000
Liability Insurance	1,300
Land Lease (OHSD)	3,000
Mortgage Interest	4,800
Property Taxes	3,000
Utilities	4,200
Total VIC Facility Costs	31,750
Website & IT Services (50% of actual costs)	
Webhosting & Website	2,000
IT Services	1,200
Total Web & IT	3,200
<u>WOW Wagon Staffing (Seasonal)</u>	

Full Time Employee (May to October) \$11.00/hr est.	10,560
Related Payroll Taxes	1,056
Volunteer Retention	500
Total WOW Staffing Costs	\$12,116.00
<u>Visitor Center Manager (Year Round)</u>	
Full Time Employee (\$11.25/HR)	23,400
Related Payroll Taxes	2,340
Fees, Health Insurance (Emp 30%)	4,200
Total VIC Staff Costs	\$29,940

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

Bill No. 6. d.
Date: January 20, 2015
Subject: Interlocal Agreement - Whatcom
County Sheriff's Department
(Custody Chain)

FROM: Edgar J. Green, Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Staff recommends approval and the Authorization for the Mayor to sign the Interlocal Agreement for the Whatcom County Sheriff's Office 'Mini-Chain'.

BACKGROUND / SUMMARY INFORMATION

If an individual is picked up on a warrant in Snohomish County, the Whatcom County Sheriff's Office will pick up this prisoner for us and transport them to a mutually agreed upon location closer to the City. A corrections officer will then pick up the prisoner and transport them to our jail. This saves a significant amount of time, expense and manpower (for safety most transports are done with two corrections officers).

LEGAL AUTHORITY

Chapter 39.34 RCW allows local governments to contract with other government entities for provision of services so as to increase efficiencies and decrease costs.

FISCAL IMPACT

The service is not free, but this is a more economical and reasonable approach than sending department personnel to do a job that the Whatcom County Sheriff's Office is already doing. The billing is based on past years use by our department. Whatcom County takes the total number of prisoners that were moved on our behalf and determines what percentage of the prisoners that represents and charges us accordingly. Though the cost went up for 2015, there is no need to request additional funding, as this expense was anticipated in the 2015-2016 budgets.

Cost: **\$3,455.00 / \$863.75 per quarter**

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

City Council approved same agreement in 2014

ATTACHMENTS

1. [Whatcom County Sheriff's Officer Letter](#)
2. [Whatcom County SO Cost Breakdown 2015](#)
3. [Whatcom County Interlocal Agreement 2015](#)

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF

PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 676-6650



JEFF PARKS
UNDERSHERIFF
ART EDGE
CHIEF DEPUTY
DOUG CHADWICK
CHIEF DEPUTY
STEVE COOLEY
CHIEF INSPECTOR
WENDY JONES
CHIEF OF CORRECTIONS

January 6, 2015

Oak Harbor Police Department
Attn: Captain Teri Gardner
860 SE Barrington Dr.
Oak Harbor, WA 98277

Dear Captain Gardner,

Enclosed please two (2) originals of the Interlocal Cooperative Agreement for Minichain Services between Whatcom County and the City of Oak Harbor. Also enclosed, for your information, is a breakdown of the costs for the NW Minichain.

Please obtain the necessary signatures and return the one marked "County Original" to me at your earliest convenience.

Thank you for your assistance in this process.

Sincerely,

A handwritten signature in blue ink that reads "Laurie Reid".

Laurie Reid, Administrative Coordinator
Whatcom County Sheriff's Office/Corrections Bureau
311 Grand Ave.
Bellingham, WA 98225

Enclosures (2)

JAN 8 2015 10:23

**WHATCOM COUNTY
NW Minichain Per Diem
Based on Budget Year 2015**

EXPENDITURES

Operating Expenditures

Salary & Benefits (Exhibit A)	\$ 120,950
Overtime	15,000
Small Tools	200
Telephone	700
Fuel	16,600
Equipment Rental (Exhibit B)	25,200
Admin Cost Allocation (Exhibit C)	7,133
Insurance Premiums (Exhibit D)	5,466
Equipment Depreciation (Exhibit E)	2,011
Total Operating Expenditures	<u>\$ 193,261</u>

Jail Administration

Jail Administration Labor (Exhibit F)	\$ 3,207
Total Jail Administration	<u>\$ 3,207</u>

TOTAL EXPENDITURES

\$ 196,467

Less: Revenue from DOC	\$ (30,000)
Less: Revenue from Purdy	\$ (11,610)
Less: Revenue from US Marshalls	<u>\$ (630)</u>

TOTAL ADJUSTED EXPENDITURES

\$ 154,227

Number of Inmates Transported per Year:* 850

NW MINICHAIN PER DIEM

\$ 181

*Estimate based on actual inmates transported from 07/13-07/14.

Agencies	Total Inmates Transported	Percentage Share	Total Amount
Island	118	13.88%	\$ 21,407
Oak Harbor	19	2.24%	\$ 3,455
Skagit*	446	55.24%	\$ 85,195
Shared(Western)	47	0.00%	-
Whatcom*	213	27.82%	\$ 42,906
	843	99.18%	\$ 152,963
US Marshals	7	0.82%	**
	850	100.00%	

*Agencies share Western equally.

**US Marshals have a separate contract.

**INTERLOCAL COOPERATIVE AGREEMENT
NORTHWEST MINICHAIN WITH THE CITY OF OAK HARBOR**

THIS AGREEMENT is made and entered into by and between the City of Oak Harbor, Washington ("The City of Oak Harbor") and Whatcom County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE

The purpose of this agreement is to provide for transportation services for prisoners for The City of Oak Harbor for a period beginning on the First day of January, 2015 and ending on the Thirty-first day of December, 2015. The City of Oak Harbor and Whatcom County agree to the terms and conditions incorporated herein.

2. RESPONSIBILITIES:

Prior to signing this agreement, the City of Oak Harbor has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

The City of Oak Harbor acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain van by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

- a) To pick up inmates from any Northwest Mini-Chain contracted city or county jail along the I-5 corridor, with King County Jail being the southernmost point.
- b) The City of Oak Harbor will insure that its inmates are transported to Skagit County at their own cost and will be responsible to insure that the inmates are at Skagit County prior to Whatcom County's arrival for pickup. Whatcom County will transport the City of Oak Harbor inmates south to King County.
- c) Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2015 through December 31, 2015, regardless of date of signature.

The term of this agreement shall be subject to review and revision in September of 2015 for renewal in January 2016.

4. MANNER OF FINANCING:

Funds for the payment of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This agreement shall not obligate the City of Oak Harbor in excess of the balance of funds available for this purpose, nor shall it obligate Whatcom County to perform services which are not budgeted. The source of funds is the City of Oak Harbor budget.

Whatcom County shall provide The City of Oak Harbor with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

This compensation is calculated on the actual percentage of usage by The City of Oak Harbor of the total cost of the Northwest Mini-Chain Transport System, and as such will not require a quarterly breakdown of actual transports.

Annual Compensation: \$3,455.00

Quarterly Invoices:

March 31, 2015	\$863.75
June 30, 2015	\$863.75
September 30, 2015	\$863.75
December 31, 2015	\$863.75

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 The County's representatives shall be Whatcom County Executive Jack Louws, and Sheriff Bill Elfo
- 5.2 The City of Oak Harbor's representative shall be Captain Teri Gardner.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the

parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this 5th day of January, 20 15.

WHATCOM COUNTY:

Recommended for Approval:

[Signature], for 12/21/14
Bill Elfo, Sheriff Date

Approved as to form:

[Signature] 12/22/14
Elizabeth Gallery, Civil Deputy Date
Prosecuting Attorney

Approved:

Accepted for Whatcom County.

By: [Signature]
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 5th day of January, 20 15, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at [Signature]. My commission expires 12-31-18



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

Bill No. 11. a.
Date: January 20, 2015
Subject: Wastewater Treatment Plant -
Professional Services Agreement
with ERCI - Amendment No. 3

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
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Authorize the Mayor to sign Amendment No. 3 to the Professional Services Agreement with Equinox Research Consulting International for Archaeological Services related to the new wastewater treatment plant in the amount of \$28,074.25 increasing the total contract amount from \$236,513.48 to \$264,587.73.

BACKGROUND / SUMMARY INFORMATION

The City of Oak Harbor is actively pursuing the replacement of two aging wastewater treatment plant with a new, state of the art, membrane bioreactor treatment plant. One of the many critical components of the project is permitting. Staff has been working with Equinox Research and Consulting International (ERCI) Since May of 2013 to address cultural resource permitting for the project. On October 7, 2014, City Council approved Amendment 2 to the contract with ERCI for services related to the wastewater treatment plant. The proposed scope of services was intended to support the project through the permitting phase of the project. Through the permitting process, several new items have developed that were not predictable and outside the original scope of service. Some of these items include additional consultation with the tribes, the Department of Ecology, Department of Archaeology and Historic Preservation and our design consultants. The permitting process has also resulted in the additional effort to complete the monitoring plan and the addition of a memorandum of agreement. The attached Amendment 3 adds the necessary scope to ERCI's contract to completion of the permitting phase of work.

FISCAL IMPACT

Funds Required: \$28,074.25

Appropriation Source: Wastewater Fund

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

October 7, 2014 – City Council Authorized the Mayor to sign Amendment No. 2 to the Professional Services Agreement with Equinox Research Consulting International for Archaeological Services related to the new wastewater treatment plant in the amount of \$21,660.50 increasing the total contract amount from \$214,852.98 to \$236,513.48.

December 17, 2013 – City Council authorized the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Equinox Research Consulting International for Archaeological Services related to the new wastewater treatment plant in the amount of \$198,520 increasing the total contract amount from \$16,332.98 to \$214,852.98.

May 7, 2013 – City Council authorized the Mayor to sign a Professional Services Agreement with Equinox Research Consulting International for Archaeological Services related to the new wastewater treatment plant in the amount of \$14,332.98 and a management reserve of \$2,000.00.

ATTACHMENTS

1. [Amendment No. 3](#)
2. [Amendment No. 3 Scope of Work](#)
3. [Amendment No. 2, No. 1, and Original PSA \(combined document\)](#)

Professional Services Agreement Amendment Number <u>3</u>	Organization and Address	
Original Agreement Title: WWTP Archaeological Services	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 Phone: 360-279-4539	
Project Number: ENG-13-05	Execution Date 5/7/2013	Completion Date (Prior) 12/31/2015
Project Title City of Oak Harbor Wastewater Treatment Plant	New Maximum Amount Payable \$264,587.73	
Description of Work Provide archaeological services related to the new wastewater treatment plant.		

The City of Oak Harbor desires to supplement the agreement entered into with Equinox Research and Consulting International and executed on 5/7/2013 and identified as Professional Services Agreement with Equinox Research and Consulting International.

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

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following:

See attached scope of work and fee.

SCOPE OF WORK is hereby changed and supplemented with the following:

NO CHANGE.

PROJECT COMPLETION DATE AMENDED TO: NO CHANGE _____

PAYMENT shall be amended as follows:

Amendment reflects the additional effort necessary to assist in the permitting process for the proposed wastewater treatment plant property. The maximum amount payable under the contract is increased by \$28,074.25, from \$236,513.48 to \$264,587.73.

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

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

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date



January 8, 2015

John Piccone, Project Manager

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

Re: Scope and budget for all preconstruction planning associated with WWTP Project ,
Oak Harbor, Washington

Dear Mr. Piccone:

Thank you for the considering Equinox Research and Consulting International Inc. (ERC I) for your cultural resource management needs. ERC I provides a full service cultural resource management program and we look forward to providing you timely and professional fieldwork and reporting.

This scope and budget is for all activities associated with managing cultural resources prior to the implementation of the monitoring plan for the construction on the new WWTP facility including.

It also includes the completion of a Historic Property Inventory on the existing Wastewater Treatment Plant and the preparation and curation of the objects and documents for the preliminary archaeological investigation for the WWTP from 2014.

Qualifications:

- 14 years experience working in Western Washington.
- Principal investigator and 4 senior archaeologists meet the Secretary of Interior's professional qualification standards for archaeology
- Expertise on prehistoric and historic archaeology of Western Washington
- Experience in State Laws, SEPA and permitting, Executive Order 05-05, NHPA Section 106 work and meshing with NEPA.
- Positive working relationship with federally recognized Tribes who are consulting parties on this project.
- Experience in processes that balance competing resource needs
- Strong record of completing work on time within budget

The following costs are not included in this estimate:

- Any costs associated with the implementation of the Monitoring Plan and Memorandum of Agreement

The team at ERCI is comprised of individuals with strong personal research specialties who pride themselves on efficiency, performance and integrity. We provide the highest quality product in a timely fashion. Please check out our web site for additional details; www.equinoxerci.com .

Thank you for the opportunity to provide excellent heritage planning services for this recovery work and we look forward to working with you.

Regards,



Kelly R. Bush
Equinox Research and Consulting International Inc. (ERCI)

Description	Units	Rate/HR	Sub Total
Project Orientation and planning; in person and phone meetings for/with The City of Oak Harbor.	22.00	143.75	3,162.50
Review of associated documents and other research	4.00	97.75	391.00
Consultation with affected Tribes regarding methods and other implementation issues. Including on-site visits/tours as needed	18.00	143.75	2,587.50
Historic Property Inventory Form for existing WWTP	15.00	97.75	1,466.25
Consultation with Agencies.	4.00	143.75	575.00
Document control, site form update, transcriptions	16.00	63.25	1,012.00
Document Editing and Formal Review	4.00	143.75	575.00
Writing and revising of Agreement Documents and associated correspondence	40.00	97.75	3,910.00
Graphics	4.00	97.75	391.00
Posters	5.00	100.00	500.00
Prepare documents, artifacts and samples for curation	48.00	97.75	4,692.00
Curation with The Burke Museum of Documents, Objects and Samples - per box	5.00	1,500.00	7,500.00
SUB TOTAL			26,762.25
Travel (travel to Oak Harbor, tribal offices and the Burke)	16.00	40.00	640.00
Mileage (to Oak Harbor, tribal offices and the Burke)	1200.00	0.56	672.00
SUB TOTAL			1,312.00
GRAND TOTAL			28,074.25

Professional Services Agreement Amendment Number <u>1</u>	Organization and Address	
Original Agreement Title: WWTP Archaeological Services	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 Phone: 360-279-4539	
Project Number: ENG-13-05	Execution Date 5/7/2013	Completion Date (Prior) 12/31/2013
Project Title City of Oak Harbor Wastewater Treatment Plant	New Maximum Amount Payable \$214,852.98	
Description of Work Provide archaeological services related to the new wastewater treatment plant.		

The City of Oak Harbor desires to supplement the agreement entered into with Equinox Research and Consulting International and executed on 5/7/2013 and identified as Professional Services Agreement with Equinox Research and Consulting International.

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

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following:

See attached scope of work and fee.

SCOPE OF WORK is hereby changed and supplemented with the following:

NO CHANGE.

PROJECT COMPLETION DATE AMENDED TO: December 31, 2014

PAYMENT shall be amended as follows:

Amendment reflects the additional effort necessary to perform due diligence on the proposed wastewater treatment plant property. The maximum amount payable under the contract is increased by \$198,520.00, from \$16,332.98 to \$214,852.98, as outlined in the attached scope of work.

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

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

By: Kelly R. Bush
[Signature]
Consultant Signature

By: Scott Dudley
[Signature]
Approving Authority Signature
12/30/13
Date



41507 South Skagit Hwy Concrete, WA 98237 Tel.360-826-4930 Fax. 360-826-4830 www.equinoxerci.com

November 21, 2013

Joe Stowell, City Engineer
City of Oak Harbor Public Works
1400 NE 16th Avenue
Oak Harbor, WA 98277

Re: Intensive Field Survey for the Wastewater Treatment Plant Facilities, Oak Harbor, Washington

Dear Mr. Stowell:

Thank you for the considering Equinox Research and Consulting International Inc. (ERCI) for your cultural resource management needs. ERCI provides a full service cultural resource management program and we look forward to providing you timely and professional fieldwork and reporting.

Section 106 of the National Historic Preservation Act (NHPA), SEPA and Executive Order 05-05 requires agencies to consider the effects of their actions on historic properties and to consult with others in carrying out historic preservation activities. The State of Washington also has a series of RCWs and associated WACs concerning cultural resources that we are guided by. In providing cultural resource management services for clients, Equinox Research and Consulting International Inc. (ERCI) works in accordance with all applicable laws and regulations.

This project currently has no Federal nexus and so we expect that we will require a permit from the State Department of Archaeology and Historic Preservation to carry out this survey work as we expect to encounter disturbed shell midden deposits and we may encounter intact shell midden deposits and will want to test and evaluate these deposits.

This scope doesn't include safety fencing and we believe that during the testing in Windjammer Park that will be a significant issue. Although, fewer people use the park in winter it is still difficult to keep people back from our testing trenches. We hope the City will provide some assistance with this challenge.

We are providing this scope and budget for approximately 2000 feet of machine testing and approximately 75 shovel test holes in the attached APE. We understand that you are in the buy/sell phase of land acquisition and that this is the final site selection for the new WWTP facility. The data we collect during this intensive testing will be used as the identification and evaluation phase of the project for cultural resources. Should any cultural material be encountered, our permit application would allow us to test and evaluate that material and collect data useful in adding to a mitigation data recovery plan and to evaluate and cultural resources for eligibility to the National Register.

The Scope activities include:

- Write a permit application for the Washington State DAHP
- Carry out machine testing with approximately 2000 feet of machine testing as per the attached map.
- Carry out supplementary shovel testing up to 75 shovel test holes.

- Provide a preliminary analysis of all historic and pre-contact artifacts and prepare them for curation at the Burke Museum. This includes up to 5 boxes of artifacts including any faunal remains.
- Provide report to state and federal standards
- Provide a backhoe and operator for the machine trenching

Assumptions:

- Human remains will be encountered only once during the testing program.
- Only 5 boxes of artifacts and faunal material will be encountered during the testing
- No additional plans or protocols are included in this scope. Should we need to file an amended permit for additional data recovery that would be outside this scope.
- Costs associated with completing an HPIF (historic property inventory form) for the existing facilities is outside this scope.

Qualifications:

- Experience working in Puget Sound and on projects associated with public works systems and infrastructure.
- Principal investigator meets the Secretary of Interior's professional qualification standards for archaeology
- Expertise on prehistoric and historic archaeology of Western Washington
- Experience in Executive Order 05-05 and NHPA Section 106 work and in working with additional state laws related to historic preservation and human remains.
- Positive working relationship with federally recognized Tribes in and adjacent to the project area and experience in tribal consultation.
- Experience in processes that balance competing resource needs
- Strong record of completing work on time within budget

We expect the field work to take approximately 5 weeks from start to finish. We will need 3 days to set up the testing area. Then we will have a full crew for 20 days and then a smaller crew for an additional 5 days that includes final mapping and clean up. We will not be working weekends unless weather becomes the critical success/failure element and we have windows of clear weather that allows us to proceed. Based on our experience last year – weather is a critical player in visibility and will certainly be an issue for this more precise work.

The team at ERCI is comprised of individuals with strong personal research specialties who pride themselves on efficiency, performance and integrity. We provide the highest quality product in a timely fashion. Please check out our web site for additional details www.equinoxerci.com

Thank you for the opportunity to provide excellent heritage planning services for the City of Oak Harbor.

Regards,

Kelly R. Bush
Equinox Research and Consulting International Inc. (ERCI)



Figure 1: Proposed/approximate testing trench locations in yellow.

Description	Units	Rate/HR	Sub Total
Project Orientation, meetings and project management	12.00	143.25	1,719.00
Historic, geoarch and archival background research	6.00	97.75	586.50
Coordinate with governments of affected Tribes.	8.00	143.25	1,146.00
Determine Eligibility of identified historic properties for listing in the National Register of Historic Places.	2.00	143.75	287.50
Consider the effects of Project alternatives on all cultural resources and provide recommendations about how to avoid, minimize, or mitigate the adverse effect.	12.00	143.75	1,725.00
Write Permit for survey	18.00	97.75	1,759.50
Consultation with SHPO and agencies	12.00	143.25	1,719.00
Document control, field forms, transcriptions, site forms	96.00	63.75	6,120.00
lab data management	24.00	63.75	1,530.00
Report editing	4.00	143.25	573.00
Report writing	32.00	97.75	3,128.00
Graphics, layout	48.00	97.75	4,692.00
Curation: Preparation	80.00	63.75	5,100.00
Curation: Per box costs	10.00	1,500.00	15,000.00
SUB TOTAL			45,085.50
Field Work			
DESCRIPTION	Units	Rates	Sub Total
Principal Investigator	30.00	143.75	4312.50
Senior Archaeologist Field Supervisor	200.00	97.75	19550.00
Senior Archaeologist Lab/Field Supervisor	200.00	97.75	19550.00
Physical Anthropologist	40.00	115.00	4600.00
Archaeological Lab/field Technician	200.00	74.75	14950.00
Archaeological Field Technician	160.00	74.75	11960.00
Archaeological Field Technician	160.00	74.75	11960.00
Archaeological Field Technician	160.00	74.75	11960.00
Archaeological Field Technician	160.00	74.75	11960.00
Archaeological Field Technician	160.00	74.75	11960.00
Equipment Rental Backhoe and operator	15.00	900.00	13500.00
Travel time	200.00	40.00	8000.00
Accommodation (weekly)	4.00	625.00	2500.00
Per Diem daily	80.00	61.00	4880.00
Mileage	3200.00	0.56	1792.00
SUB TOTAL			153,434.50
GRAND TOTAL			198,520.00

Consultant Agreement Amendment Number: 2	Organization and Address: City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239	
Original Agreement Title: City of Oak Harbor Consultant Agreement with Equinox Research and Consulting International (ERCI)	Phone: (360) 279-4520	
Project Number: Eng-13-10	Execution Date 9/03/2013	Completion Date 6/30/2014
Project Title: Archaeology On-Call Services	New Maximum Amount Payable No Change	
Description of Work: Provide on-call archaeological services.		

The Local Agency of City of Oak Harbor desires to supplement the Agreement entered into with ERCI and executed on September 3, 2013 and identified as City of Oak Harbor Consultant Agreement with ERCI. All provisions in the basic agreement remain in effect except as expressly modified by this supplement

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby changed to read:

N/A

TIME FOR BEGINNING AND COMPLETION IS AMENDED to read: _____

Completion Date of Dec 31, 2014

PAYMENT shall be amended as follows:

No Change

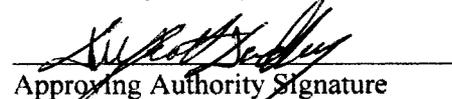
If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: Kelly R. Bush



Consultant Signature

By: Scott Dudley
Mayor, City of Oak Harbor



Approving Authority Signature

7/7/14
Date

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 7th day of May, 2013, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and Equinox Research and Consulting International, 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 May 7, 2013, and shall be completed no later than December 31, 2013, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

- 3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.
- 3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.
- 3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows: \$14,332.98

4. Reports and Inspections.

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 out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- 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.

10. Compliance with Laws.

10.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

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

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

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against

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.

17. Notice.

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

18. Attorneys Fees and Costs.

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

19. Jurisdiction and Venue.

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 18 day of March, 2013, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and Equiney Research + Consulting International Inc. (ERIC), 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 Monday April 1/13 and shall be completed no later than Friday May 17/13, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

- 3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.
- 3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.
- 3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows:

4. Reports and Inspections.

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

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

5. Independent Contractor Relationship.

5.1 The parties intend that an independent 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 out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- 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.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 8.5 **Verification of Coverage.** SERVICE PROVIDER shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the SERVICE PROVIDER before commencement of the work.

9. Treatment of Assets.

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

10. Compliance with Laws.

10.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

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

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

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against

discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

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

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

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.

17. Notice.

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

18. Attorneys Fees and Costs.

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

19. Jurisdiction and Venue.

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

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

20. Severability.

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

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

21. Entire Agreement.

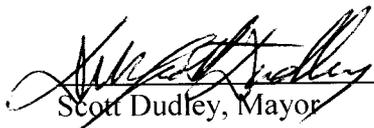
The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions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

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

CITY:

SERVICE PROVIDER:

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

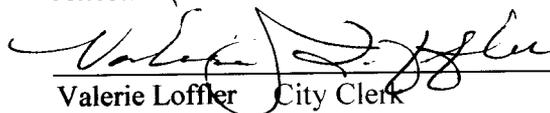


Scott Dudley, Mayor



Kelly R Bush
President, ERCC

Attest:



Valerie Loffler City Clerk



EXHIBIT A

41507 South Skagit Hwy Concrete, WA 98237 Tel.360-826-4930 Fax. 360-826-4830 www.equinoxerci.com

March 17, 2013

Joe Stowell
City of Oak Harbor Public Works
1400 NE 16th Avenue
Oak Harbor, WA 98277

Re: Survey for alternate outfall corridor Windjammer Park, Oak Harbor, Washington

Dear Mr. Stowell:

Thank you for the considering Equinox Research and Consulting International Inc. (ERCI) for your cultural resource management needs. ERCI provides a full service cultural resource management program and we look forward to providing you timely and professional fieldwork and reporting.

Section 106 of the National Historic Preservation Act (NHPA), SEPA and Executive Order 05-05 requires agencies to consider the effects of their actions on historic properties and to consult with others in carrying out historic preservation activities. The State of Washington also has a series of RCWs and associated WACs concerning cultural resources that we are guided by. In providing cultural resource management services for clients, Equinox Research and Consulting International Inc. (ERCI) works in accordance with all applicable laws and regulations.

We are providing this scope and budget for sub surface testing in a single, well defined, 20 foot wide corridor over the existing western outfall in Windjammer Park south of the previous testing area and 45IS298. This scope presumes that no permit from DAHP will be required to carry out this testing as we are outside of the recorded site.

Scope

- Design and implement field survey with shovel testing along alternate corridor for outfall in Windjammer Park.
- Provide report to state, federal and tribal standards

Qualifications:

- Experience working in Puget Sound and on projects associated with public works systems and infrastructure.
- Principal investigator meets the Secretary of Interior's professional qualification standards for archaeology
- Expertise on prehistoric and historic archaeology of Western Washington
- Experience in Executive Order 05-05 and NHPA Section 106 work and in working with additional state laws related to historic preservation and human remains.

- Positive working relationship with federally recognized Tribes in and adjacent to the project area and experience in tribal consultation.
- Experience in processes that balance competing resource needs
- Strong record of completing work on time within budget

The following estimate covers the identification and evaluation for historic properties in this project area. The following costs are not included in this estimate:

- Costs associated with encountering human remains during this fieldwork.
- Costs associated with completing Historic Property Inventory Forms (HPIFs) for any buildings older than 50 years
- Costs associated with developing any additional agreements, plans, protocols, or permits should they be required.

The team at ERCI is comprised of individuals with strong personal research specialties who pride themselves on efficiency, performance and integrity. We provide the highest quality product in a timely fashion. Please check out our web site for additional details www.equinoxerci.com

Thank you for the opportunity to provide excellent heritage planning services for the City of Oak Harbor.

Regards,



Kelly R. Bush
Equinox Research and Consulting International Inc. (ERCI)

Description	Units	Rate/HR	Sub Total
Project Orientation, meetings and project management	1.00	143.25	143.25
Archival background research	0.50	97.75	48.88
Coordinate with governments of affected Tribes regarding cultural resource issues including the cultural heritage value of sites within the vicinity of the Area of Potential Effect (APE).	1.00	143.25	143.25
Determine eligibility of identified historic properties for listing in the National Register of Historic Places.	0.50	143.75	71.88
Consider the effects of Project alternatives on all cultural resources and provide recommendations about how to avoid, minimize, or mitigate the adverse effect.	4.00	143.75	575.00
Consultation with SHPO and agencies	1.00	143.25	143.25
Document control, transcriptions, site forms	4.00	63.75	255.00
Report editing	2.00	143.25	286.50
Report writing	6.00	97.75	586.50
Report Production	0.00	63.75	0.00
Report printing and postage	0.00	23.00	0.00