



Council Chambers, 865 SE Barrington Drive

June 2, 2020

6:00 PM

Due to COVID-19, there will be NO physical meeting location per WA Proclamation 20-28.

Meeting may be viewed live via YouTube or Channel 10.

To listen to the live meeting, please call (623)404-9000, Meeting ID: 148 813 0677

(NOTE: Audio Only, No Comments--For Comments follow directions below)

CALL TO ORDER

Invocation - Led by Pastor Ron Lawler, Family Bible Church

Pledge of Allegiance - Led by Mayor Pro Tem Munns

Excuse Absent Councilmembers

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- a. Proclamations
 - i. Proclamation proclaiming June 8, 2020 as High School Graduation Recognition Week
 - ii. Proclamation waiving the 'Temporary Use Permit' fee to encourage Physical Distancing Vending
- b. Honors & Recognitions
- c. Community Presentations

3. CITIZEN COMMENT PERIOD

Citizens may comment on subjects of interest not listed on the agenda or items listed on the Consent Agenda. Please go to the online City Calendar for the May 5th meeting for links to submit public comments electronically. Public comment is also available by calling 360-279-4539 (after 5 p.m. on the Friday preceding the meeting and prior to the agenda item). To ensure comments are recorded properly, state your name clearly and please limit comments to three (3) minutes.

4. CONSENT AGENDA

Items on the Consent Agenda are considered to be routine by the Council and will be enacted with one motion unless separate discussion is requested. Approval of the Consent Agenda authorizes the Mayor to implement each item in accordance with staff recommendations.

Consent Items

- a. Approval of Payroll and Accounts Payable Vouchers
- b. Minutes: May 5, 2020 Regular Meeting and May 20, 2020 Workshop Meeting

- c. Arts Commission Re-Appointment: Cynthia Mason
- d. Arts Commission: Acorn Sculpture Commissioning amendment
- e. Arts Commission: Resolution 20-17: Authorizing the acquisition of the “Tao” Sculpture Pieces
- f. Facilities Easement Agreement with Comcast
- g. Interlocal Agreement: Island County, Hoffman Trail

5. MAYOR, COUNCIL & STAFF COMMENTS

- a. Mayor
- b. Councilmembers
- c. City Administrator
 - i. City Council Vacancy
 - ii. CWF/Windjammer Park - Status of Punchlist Items with Hoffman Construction

6. PUBLIC HEARINGS & MEETINGS

To speak during a scheduled public hearing or meeting, please go to the online City Calendar for the May 5th meeting for links to submit public comments electronically. Public comment is also available by calling 360-279-4539 (after 5 p.m. on the Friday preceding the meeting and prior to the agenda item). To ensure comments are recorded properly, state your name clearly and please limit comments to three (3) minutes.

- a. Ordinance No. 1897: Budget Amendment No. 4 to the 2019-2020 Budget
- b. Ordinance No. 1899: Utility Rate Increase (continued from May 05, 2020)

7. ORDINANCES & RESOLUTIONS

- a. Resolution 20-18: Council determination of use of CARES Funding for North Whidbey Small Business Relief Fund Program

8. CONTRACTS & AGREEMENTS

- a. Interagency Agreement with the Washington State Department of Commerce, CARES Act Funds for Local Governments
- b. Professional Service Agreement: Greater Oak Harbor Chamber of Commerce, CARES Grant Coordination
- c. Professional Service Agreement: HDR Engineering, Inc., Utility Rate Study, Amendment 4
- d. Interlocal Agreement: Island County, Transportation Benefit District Arterial Overlay

9. OTHER ITEMS FOR CONSIDERATION

- a. Ordinance No. 1905: Smoking in City Parks (Introduction)
- b. Security Cameras in City Parks Update

10. REPORTS & DISCUSSION ITEMS

- a. None

11. EXECUTIVE SESSION

- a. None

ADJOURN

City of Oak Harbor
City Council Agenda Bill

Bill No. 2.a.i.
Date: June 2, 2020
Subject: Proclamation proclaiming June
8, 2020 as High School
Graduation Recognition Week

FROM: Mayor Pro-Tem

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Proclamation proclaiming the week of June 8, 2020 as: *High School Graduation Recognition Week.*

BACKGROUND / SUMMARY INFORMATION

Due to COVID-19, the OHS Senior Class of 2020 will not have a traditional graduation ceremony. The City of Oak Harbor wishes to recognize the Class of 2020 with this proclamation.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Proclamation proclaiming June 8, 2020 as High School Graduation Recognition Week](#)

City of Oak Harbor

OFFICE OF THE MAYOR
BOB SEVERNS
MAYOR



865 S.E. BARRINGTON DRIVE
OAK HARBOR, WASHINGTON 98277
(360) 279-4500

Proclamation

- Whereas:** Oak Harbor High School students are facing an unprecedented senior year experience this year because of COVID-19; and
- Whereas:** The community values graduating high school seniors for their abilities, talents, and contributions to this community; and
- Whereas:** We encourage all families, friends, businesses, and community members of the City of Oak Harbor to support opportunities for graduating seniors and honor their achievements for completing their high school education.

Now Therefore, WE, Beth Munns, Mayor Pro-Tem and Councilmembers of the City of Oak Harbor, do hereby proclaim the week of June 8, 2020 as:

High School Graduation Recognition Week

Throughout the City of Oak Harbor, we encourage all citizens to take time to get to know graduating high school seniors, recognize their aspirations and contributions, and honor them and their journey of education.

The City is joining with Oak Harbor Public School District to celebrate these students by displaying their images on the electronic sign at SW Beeksma Drive and State Route 20 in June. Congratulations Class of 2020, we applaud you.

Signed this 2nd day of June, 2020

A handwritten signature in blue ink that reads 'Beth M. Munns'. The signature is written in a cursive style and is positioned above a horizontal line.

Beth Munns, Mayor Pro-Tem

City of Oak Harbor
City Council Agenda Bill

Bill No. 2.a.ii.
Date: June 2, 2020
Subject: Proclamation waiving the
'Temporary Use Permit' fee to
encourage Physical Distancing
Vending

FROM: Mayor Pro-Tem

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Proclamation waiving the 'Temporary Use Permit' fee for 60 days and proclaiming **Physical Distancing Vending** is encouraged in the City of Oak Harbor and the community is encouraged to support local businesses.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Proclamation waiving the 'Temporary Use Permit' fee to encourage Physical Distancing Vending](#)
2. [Temporary Use Permit Application Form](#)

City of Oak Harbor

OFFICE OF THE MAYOR
BOB SEVERNS
MAYOR



865 S.E. BARRINGTON DRIVE
OAK HARBOR, WASHINGTON 98277
(360) 279-4500

Proclamation

- Whereas:** Governor Inslee issued Proclamation 20-05 on February 29, 2020, which declared a State of Emergency for all counties throughout Washington State, because of the coronavirus disease 2019 (“COVID-19”); and,
- Whereas:** Governor Inslee issued Proclamation 20-25, “Stay Home, Stay Healthy,” on March 23, 2020, which was amended on April 2, 2020, to prohibit all people in Washington State from leaving their homes or participating in social, spiritual and recreational gatherings of any kind regardless of the number of participants, and all non-essential businesses in Washington State from conducting business, within the limitations therein, through May 4, 2020; and,
- Whereas:** the Governor announced on May 1, 2020 that the “Stay Home, Stay Healthy” restrictions would remain in place at least through May 31, 2020, and implemented “Washington’s Phased Approach for Reopening Business and Modifying Physical Distancing Requirements;” and,
- Whereas:** because of these restrictions imposed on non-essential businesses, local merchants have experienced economic and financial hardships; and,
- Whereas:** on May 23, 2020, Governor Inslee granted permission for Island County to move to Phase 2 of the “Stay Home, Stay Healthy” orders allowing businesses to open, if they meet new guidelines and requirements outlined by the “Phased Approach for Reopening the State;” and,
- Whereas:** The City of Oak Harbor has an existing process to allow businesses and food service to take place outside of the business location on sidewalks and streets, known as a “Temporary Use Permit;” and,
- Whereas:** the Mayor has emergency powers because of COVID-19 under RCW 38.52.070 and OHMC Section 1.10.090 and Resolution 20-09; and,
- Whereas:** I, Beth Munns, Mayor Pro-Tem of the City of Oak Harbor, Washington, do hereby proclaim that authorization of certain retail sales and food service on City sidewalks, parking stalls, limited rights of ways, and private property, with limitations as described below, without requiring the \$25 fee for the Temporary Use Permit Application is necessary to mitigate the economic hardships currently experienced by local merchants for a period of 60 days from the date this Proclamation is signed or such other date as this Proclamation may be rescinded or amended.

The following regulations shall apply to all sidewalk sales:

1. Business must complete a Temporary Use Permit application and submit it to the City Building department for processing.
2. Businesses must meet requirements for occupancy and other guidelines as part of the Phased Approach plan.
3. "Sidewalk Sales" means retail sales or food service conducted adjacent to a business located in the City of Oak Harbor's Central Business District.
4. For retail businesses, Sidewalk Sales may be conducted between 11:00 a.m. and 6:00 p.m. For food service businesses, Sidewalk Sales may be conducted between 11:00 a.m. and 9:00 p.m. Or, during regular business hours, whichever is less.
5. A valid City of Oak Harbor business license must be present at all businesses conducting Sidewalk Sales.
6. At all times, Sidewalk Sales will leave an unobstructed pedestrian pathway of at least six (6) feet in width. Further, no Sidewalk Sale shall impede or impair emergency response service ingress and egress or impede or impair any emergency response service access to any fire hydrant or building. No Sidewalk Sale shall be located within 15 feet of a fire hydrant. No Sidewalk Sales shall obstruct a building's entrance, exit, driveway access, or cross walk.
7. Temporary/removable barriers shall be located to separate Sidewalk Sales from vehicular traffic, at all times that the Sidewalk Sales are taking place.
8. Sidewalk Sales are permitted on private property located in the Central Business District and the regulations contained herein shall apply. The private property owner shall be responsible for ensuring there is adequate insurance coverage.
9. Cooking, refrigeration, sinks, food preparation or other related operating equipment shall not be permitted outside.
10. Overhead coverings such as umbrellas, tents, and shelters shall be pre-approved and shall not encroach into the pedestrian pathway. Umbrellas may encroach when opened provided they are eight (8) feet above sidewalk grade in height.
11. Businesses cannot attach or secure any banners, sandwich boards, signs, or posters to light poles or street signs.
12. If changes to traffic patterns on public streets are necessary to conduct a Sidewalk Sale, the business owner shall obtain prior written approval from the City, in consultation with the Fire Chief, Police Chief, and Streets division in the Public Works department.
13. All food service businesses conducting Sidewalk Sales shall comply with all laws, ordinances, and regulations regarding food handling in an outdoor setting including, but not limited to, Island County Health Department regulations and Washington State licensing regulations.
14. Prior to any Sidewalk Sales, the business owner must coordinate with the Greater Oak Harbor Chamber of Commerce (GOHCC) or Oak Harbor Main Street Association (OHMSA) regarding outdoor vending.

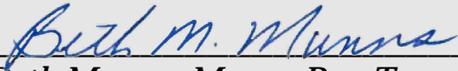
15. Prior to any Sidewalk Sales, the business owner, GOHCC, or OHMSA shall coordinate with City staff to develop forms or other standard operating procedures designed to ensure that businesses utilizing Sidewalk Sales are operating in conformance with this Proclamation. Prior to any Sidewalk Sales, the business owner, GOHCC, or OHMSA shall procure and maintain liability insurance naming the City as an additional insured for negligent acts or omissions arising out of any Sidewalk Sale. Such insurance policy shall provide a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and shall remain in place through and including August 1, 2020, or such other date as this Proclamation may be rescinded or amended.
16. The City reserves the right to order a business operator to remove Sidewalk Sales that (i) creates an obstruction to, or causes congestion, pedestrian or vehicular traffic; (ii) the business operations present a danger to the health, safety, or general public welfare; and (iii) the business operator violates these regulations in this Proclamation.

Now Therefore, WE, Beth Munns, Mayor Pro-Tem and Councilmembers of the City of Oak Harbor, do hereby proclaim

Physical Distancing Vending

is encouraged in the City of Oak Harbor and the community is encouraged to support local businesses.

Signed this 2nd day of June, 2020


Beth Munns, Mayor Pro-Tem

TEMPORARY USE PERMIT APPLICATION (fee 2020)

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277
(360)279-4500

Date Received: _____
 Date Granted: _____
 Permit No.: _____

Fees: ~~\$25.00~~ **waived per Proclamation dated June 2, 2020 for 60 days**
 Fees are paid at City Hall Utilities Counter.
 Background check is not required.

Business Name	
Business Owner Name	
Address, City, State	
Phone Number	
Business Owner Signature	
<ul style="list-style-type: none"> • Attach site plan showing location of sale, access, customer parking, and distance from location from major street(s). • If applicant is not legal owner of property, please submit a letter of approval from the legal owner approving set up, dates and time. 	
Applicant Name	
Applicant Address, City, State	
Phone Number	Email
Applicant Signature	
State License No.	
City License No.	
Description of Business	
Temporary Site Address or Area Description	
Length of Operation From (Date):	To (Date):
Hours of Operation	
If Night Use, Type and Location of Lighting	
Utilities Used	
Water: <input type="checkbox"/>	PSE: <input type="checkbox"/>
Garbage: <input type="checkbox"/>	Sewer: <input type="checkbox"/>

Property Owner Name
Address
Phone
Email

I hereby grant the City of Oak Harbor permission to abate the temporary use and all physical evidence of that use if it is not removed within the period specified in the permit and agree to reimburse the City for any and all expenses incurred in abating the temporary use.

 Signature of Property Owner Date

Zoning
Type of Permanent Use
Other City Comments, if any

Approved:

 Signature of Building Official Date

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

Bill No. 4.a.
Date: June 2, 2020
Subject: Approval of Payroll and
Accounts Payable Vouchers

FROM: Patricia Soule, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Blaine Oborn, City Administrator
- ⊙ Patricia Soule, Finance Director
- ⊙ Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

I move to approve:

Accounts Payable Vouchers and Payroll Checks, see Voucher Numbers listed in the attachments and Check Numbers listed in the June 2, 2020 background section.

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.

May 19, 2020

Accounts Payable Voucher Numbers:

- Voucher Numbers 183296 – 183391 in the amount of \$590,517.73

Payroll Numbers:

Direct Deposit – 52884-53026

EFT – 1224-1227

Checks – 101394-101399

June 2, 2020

Accounts Payable Voucher Numbers:

- Voucher Numbers 183392 - 183504 in the amount of \$488,746.81

Payroll Numbers:

Direct Deposit - 53027-53190

EFT - 1228-1233

Checks - 101400-101425

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Voucher List 18a](#)
2. [Voucher List 18b](#)
3. [Voucher List 18d](#)
4. [Voucher List 18e](#)

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183296	5/8/2020	0000066 AWC EMPLOYEES BENEFITS TRUST	043020		MAY 2020 PREMIUMS/LTD/EAP	3,488.10
					Total :	3,488.10
183297	5/11/2020	0000960 REVENUE, WASHINGTON STATE DEPT OF	050520		SALES/USE TAX	58,842.95
					Total :	58,842.95
183298	5/13/2020	0000004 A+ AUTO GLASS & RADIATOR	53917		WINDSHIELD INSTALLATION	679.38
					Total :	679.38
183299	5/13/2020	0000005 A-1 TOWING	68893		TOWING SERVICES	200.38
					Total :	200.38
183300	5/13/2020	0004354 ADVANCED TRAFFIC PRODUCTS, INC	0000042748		ENCLOSURE/UPS POWER MOD/CONTI	5,117.03
					Total :	5,117.03
183301	5/13/2020	0007646 AGENDEASE, INC	2020-0117		MONTHLY LICENSE	199.00
					Total :	199.00
183302	5/13/2020	0000028 ALL ISLAND LOCK & KEY	29715		LOCK	27.22
					Total :	27.22
183303	5/13/2020	0007320 ALLIED 100	1588122		DEFIBRILLATORS/PEDIATRIC ELECTRC	558.72
					Total :	558.72
183304	5/13/2020	0000033 ALPINE PRODUCTS, INC	TM-193537		PAINT/BEADS	21,579.08
					Total :	21,579.08
183305	5/13/2020	0005001 ARAMARK	1991696812		UNIFORM SERVICES	85.09
			1991696813		UNIFORM SERVICES	26.54
			1991696823		UNIFORM SERVICES	16.31
			1991704220		UNIFORM SERVICES	16.31
			1991704221		UNIFORM SERVICES	16.31
			1991704222		UNIFORM SERVICES	22.24
			1991704223		UNIFORM SERVICES	20.90
			1991704224		UNIFORM SERVICES	31.04
			1991704225		UNIFORM SERVICES	46.22
			1991704226		UNIFORM SERVICES	16.31

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183305	5/13/2020	0005001 ARAMARK	(Continued)			
			1991706142		UNIFORM SERVICES	84.21
			1991706152		UNIFORM SERVICES	16.31
			1991713250		UNIFORM SERVICES	16.31
			1991713251		UNIFORM SERVICES	16.31
			1991713252		UNIFORM SERVICES	22.24
			1991713253		UNIFORM SERVICES	20.90
			1991713254		UNIFORM SERVICES	31.04
			1991713255		UNIFORM SERVICES	47.10
			1991713256		UNIFORM SERVICES	16.31
			1991715056		UNIFORM SERVICES	84.21
			1991715067		UNIFORM SERVICES	16.31
			1991721865		UNIFORM SERVICES	16.31
			1991721866		UNIFORM SERVICES	16.31
			1991721867		UNIFORM SERVICES	22.24
			1991721868		UNIFORM SERVICES	20.40
			1991721869		UNIFORM SERVICES	31.04
			1991721870		UNIFORM SERVICES	46.22
			1991721871		UNIFORM SERVICES	16.31
			1991723654		UNIFORM SERVICES	85.09
			1991723662		UNIFORM SERVICES	16.31
			1991730369		UNIFORM SERVICES	16.31
			1991730370		UNIFORM SERVICES	16.31
			1991730371		UNIFORM SERVICES	22.24
			1991730372		UNIFORM SERVICES	20.40
			1991730373		UNIFORM SERVICES	31.04
			1991730374		UNIFORM SERVICES	46.22
			1991730375		UNIFORM SERVICES	16.31
			1991732129		UNIFORM SERVICES	84.21
			1991732137		UNIFORM SERVICES	16.31
					Total :	1,208.10
183306	5/13/2020	0004019 ASSOCIATED PETROLEUM PRODUCTS	0190901-IN		FUEL	5,052.67
			0195832-IN		FUEL	7,939.86
					Total :	12,992.53
183307	5/13/2020	0000084 BEBEE, STEVE	TRAVEL REIMB		FUEL	10.01

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183307	5/13/2020	0000084 0000084 BEBEE, STEVE	(Continued)			Total : 10.01
183308	5/13/2020	0000091 BENS CLEANER SALES, INC	313013		CLEANING CHEMICAL	697.09
						Total : 697.09
183309	5/13/2020	0004818 BOBBINK, MICHAEL	050420		APR 2020 HEARING EXAMINER	1,708.33
						Total : 1,708.33
183310	5/13/2020	0008369 CARMAN'S CONSTRUCTION, LLC	050420		HYDRANT DEPOSIT REIMBURSEMENT	1,294.65
						Total : 1,294.65
183311	5/13/2020	0006215 CAROLLO	0185205 0186698		FEB 2020 PROF SVC/OAK HARBOR WA APR 2020 PROF SVC/CLEAN WATER FA	14,501.79 2,357.50
						Total : 16,859.29
183312	5/13/2020	0000157 CDW GOVERNMENT, INC	XKS4681 XND3837 XNQ3365 XRP1615		BASIC KIT CAR ADAPTER USB DVD DRIVES CPUS	383.05 30.47 111.10 14,223.15
						Total : 14,747.77
183313	5/13/2020	0010034 COLE-PARMER	2223472 2229171		CALIBRATN SET SAMPLE CELL	268.09 49.42
						Total : 317.51
183314	5/13/2020	0003125 COMMERCE, DEPARTMENT OF	PWTF-255075 PWTF-266158 PWTFNT-297367		SR 20 QUIET COVE WATER TRANSMIS: SR 20 QUIET COVE WATER TRANSMIS: 42 INCH OUTFALL RECONSTRUCTION	29,355.87 23,670.58 60,342.30
						Total : 113,368.75
183315	5/13/2020	0000220 CUMMINS NORTHWEST, INC	01-73854		SENSORS/TUBING	595.72
						Total : 595.72
183316	5/13/2020	0000256 DAY WIRELESS SYSTEMS	INV631869		ANTENNAS	407.39
						Total : 407.39
183317	5/13/2020	0001815 DEPARTMENT OF RETIREMENT	01393061		EXCESS COMPENSATION/TYHUIS	59,803.80

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183317	5/13/2020	0001815 0001815 DEPARTMENT OF RETIREMENT	(Continued)			Total : 59,803.80
183318	5/13/2020	0000247 DIAMOND RENTALS	1-588083-6 1-593530 1-593679		PORTABLES BUSHING BLADES	75.00 26.66 83.80 Total : 185.46
183319	5/13/2020	0000257 DUTCH MAID CLEANERS	043020		APR 2020 LAUNDRY SERVICES	88.06 Total : 88.06
183320	5/13/2020	0000273 EDGE ANALYTICAL, INC	20-13744 20-14530		TESTING TESTING	133.00 114.00 Total : 247.00
183321	5/13/2020	0009073 EMERGENCY REPORTING, LLC	INV202014732		JUN 2020 SUBSCRIPTION	229.33 Total : 229.33
183322	5/13/2020	0008922 EMPLOYMENT SCREENING RESOURCES	208072		EMPLOYMENT SCREENING	76.45 Total : 76.45
183323	5/13/2020	0006005 ENVIROISSUES, INC	180-004-000-14		MAR 2020 PROF SVC/OAK HARBOR CC	4,830.00 Total : 4,830.00
183324	5/13/2020	0008082 EVIDENT, INC	155973A		EVIDENCE BAGS	271.12 Total : 271.12
183325	5/13/2020	0000308 FEDERAL EXPRESS	6-994-52064		SHIPPING	135.36 Total : 135.36
183326	5/13/2020	0000304 FERGUSON ENTERPRISES, INC	7704443		AIR FILTER	51.96 Total : 51.96
183327	5/13/2020	0000355 FRONTIER	675-1669 675-5190 679-2530		CURRENT PHONE CHARGES CURRENT PHONE CHARGES CURRENT PHONE CHARGES	64.88 46.31 71.30 Total : 182.49
183328	5/13/2020	0000326 FRONTIER BUILDING SUPPLY	165168		TREATED	189.25

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183328	5/13/2020	0000326 0000326 FRONTIER BUILDING SUPPLY	(Continued)			Total : 189.25
183329	5/13/2020	0000329 GALLS	015534125		HAND SANITIZER	871.10
						Total : 871.10
183330	5/13/2020	0002767 GATEWAY CONTROLS, INC	2019192		SOFTWARE SUPPORT MAY 2020 - APR	214.14
						Total : 214.14
183331	5/13/2020	0000345 GREATER OAK HBR CHAMBER OF COM	30409		MAY 2020 VISITOR CENTER OPERATIO	10,833.33
						Total : 10,833.33
183332	5/13/2020	0004974 GREEN LIGHT SOLUTIONS	8586		MAINTENANCE & INSPECTIONS	955.00
						Total : 955.00
183333	5/13/2020	0008996 HARMSSEN & ASSOC, INC	20_0576		PROF SVC/FAKKEMA ACCESS RD	5,741.25
						Total : 5,741.25
183334	5/13/2020	0000323 HD FOWLER COMPANY	I5435420		REGISTERS	25,226.57
			I5435424		REGISTERS	4,830.62
			I5435425		FREIGHT	49.75
			I5435426		FREIGHT	13.66
			I5444298		WATER METERS	2,912.58
						Total : 33,033.18
183335	5/13/2020	0005515 HDR ENGINEERING, INC	1200265955		APR 2020 PROF SVC/UTILITY RATE ANI	793.75
			1200265957		PROF SVC/PROJECTION OF SEWER SI	4,905.03
						Total : 5,698.78
183336	5/13/2020	0008582 INTERPRETING TECHNOLOGY	IT33805		MAY 2020 MANAGED CARE	17,260.65
						Total : 17,260.65
183337	5/13/2020	0005884 ISLAND COUNTY HUMAN SERVICES	4TH QTR 2019		4TH QUARTER 2019 EXCISE/PROFIT T/	1,537.81
						Total : 1,537.81
183338	5/13/2020	0000410 ISLAND COUNTY SOLID WASTE	043020		APR 2020 TIPPING FEES	79,476.00
						Total : 79,476.00
183339	5/13/2020	0000411 ISLAND COUNTY TREASURER	043020		CRIME VICTIM ASSISTANCE	100.03

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183339	5/13/2020	0000411 0000411 ISLAND COUNTY TREASURER	(Continued)			Total : 100.03
183340	5/13/2020	0005445 ISLAND DEFENSE, PLLC	064		APR 2020 PUBLIC DEFENSE	7,700.00
						Total : 7,700.00
183341	5/13/2020	0000415 ISLAND DISPOSAL	043020		APR 2020 RECYCLING	14,949.90
						Total : 14,949.90
183342	5/13/2020	0000454 JET CITY EQUIPMENT RENTAL	34396		DUMPING	21.74
						Total : 21.74
183343	5/13/2020	0000476 KERR, JACK	03-2020 04-2020		MAR 2020 PUBLIC DEFENSE SCREENII APR 2020 PUBLIC DEFENSE SCREENII	1,600.00 1,600.00
						Total : 3,200.00
183344	5/13/2020	0008553 KNUITSEN, JENNA	042920		TRANSCRIPTION SERVICES	616.25
						Total : 616.25
183345	5/13/2020	0000979 LES SCHWAB	41400485947 41400488867		FLAT REPAIR TIRES	47.95 1,989.21
						Total : 2,037.16
183346	5/13/2020	0000530 MAILLIARD'S LANDING NURSERY	195205 195275 195348 195802 195954 196083 196229 196574 196744 196927 197114 197331 197380 197947 198149 198305		YARD WASTE YARD WASTE	175.60 268.35 273.25 404.50 234.05 326.80 569.00 237.20 278.85 313.85 408.35 528.05 5.00 272.55 335.20 306.15

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183346	5/13/2020	0000530 MAILLIARD'S LANDING NURSERY	(Continued)			
			198307		YARD WASTE	15.00
			198332		YARD WASTE	30.00
			198371		YARD WASTE	337.30
			198497		YARD WASTE	477.30
			198970		YARD WASTE	241.40
			199127		YARD WASTE	258.55
			199265		YARD WASTE	284.10
			199418		YARD WASTE	468.55
					Total :	7,048.95
183347	5/13/2020	0003654 MAIN STREET COLLISION II	7286		VEHICLE REPAIR	1,928.24
					Total :	1,928.24
183348	5/13/2020	0006072 MASTER'S TOUCH, LLC	P69081		APR 2020/POSTAGE FOR LATE NOTICE	381.13
			P69082		APR 2020 POSTAGE FOR STATEMENTS	2,884.65
					Total :	3,265.78
183349	5/13/2020	0006072 MASTER'S TOUCH, LLC	69081		APR 2020/MAILING SERVICES FOR LAT	302.52
			69082		APR 2020 MAILING SERVICES FOR STA	1,721.15
					Total :	2,023.67
183350	5/13/2020	0000612 NELSON PETROLEUM	0728841-IN		FUEL	1,318.22
					Total :	1,318.22
183351	5/13/2020	0000610 NORTH CENTRAL LABORATORIES	438530		COMBINATION PROBE	502.95
					Total :	502.95
183352	5/13/2020	0000672 OAK HARBOR ACE	325301		CONNECTOR	35.94
			325304		ANCHORS/CHALK	19.36
			325319		ELBOW/CORD COVER	18.26
			325346		RAKES	21.76
			325375		VALVE	10.88
			325401		BUCKETS	10.00
			325415		ADAPTER/CLAMP/TUBING	8.86
			325488		CLEANER/MICROFIBER	20.66
			325512		VELCRO STRIP	4.35

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183352	5/13/2020	0000672 OAK HARBOR ACE	(Continued)			
			325585		WET AND FORGET GAL	97.98
			325665		TIE DOWNS	47.89
			325704		SPRAYPAINT	10.87
			325729		CAULK/WOOD SHIMS	9.11
			325733		CAULK	3.91
			325752		FILM/KEYS	86.00
					Total :	405.83
183353	5/13/2020	0000668 OAK HARBOR AUTO CENTER	359002864		KN95 MASKS	48.92
			359002965		KN95 MASKS	4,456.70
			359003067		BATTERY	-42.28
			359003626		CRC QD ELECTRON	13.02
			359003627		FILTERS	6.17
			359003865		FILTERS	179.55
			359003899		FUSES	4.33
			359003901		FUSES	4.33
			359003984		FILTERS	6.17
			359003988		FUEL CARTRIDGE	44.26
			359004082		LAMPS	53.75
			359004130		FILTERS	12.35
			359004319		SWIVEL/HEAVY DUTY STRAP	8.11
			359004375		LAMPS	8.16
			359004467		FILTERS	37.04
			359004475		CLOTH ROLL	41.86
			359004477		PURGE VALVE	34.53
			359004528		KECR2025	4.00
			359004580		RADIAL SEAL OUT	28.47
			359004620		FILTERS	36.28
			359004920		KN95 MASKS	-48.92
			359004921		KN95 MASKS	48.92
			359004977		FILTERS	6.86
					Total :	4,992.58
183354	5/13/2020	0000676 OAK HARBOR POLICE DEPARTMENT	043020		PETTY CASH	35.40
					Total :	35.40

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183355	5/13/2020	0003007 OFFICE DEPOT	2400921552		INK	44.98
			2402858109		FILES	35.69
			2403088903		COVERS/DOORTSTOPS	37.84
			484107518001		ENVELOPES	60.91
					Total :	179.42
183356	5/13/2020	0006007 O'REILLY AUTO PARTS	2532-174046		BATT SWITCH	81.11
			2532-176384		LIC PLT LENS	9.87
					Total :	90.98
183357	5/13/2020	0000089 OWEN EQUIPMENT COMPANY	00097525		SOLENOID VALVE	538.23
					Total :	538.23
183358	5/13/2020	0010130 PACIFIC CONSTRUCTION CONSULT	792-04-20		APR 2020 CLEAN WATER FACILITY AUC	4,170.75
					Total :	4,170.75
183359	5/13/2020	0001596 PACIFIC TORQUE, LLC	112518		SEAL FILL TUBE	22.49
					Total :	22.49
183360	5/13/2020	0010144 PFIZER, INC	BL-001863		BUSINESS LICENSE FEE OVERPAYMEI	25.00
					Total :	25.00
183361	5/13/2020	0000724 PONY MAILING & BUSINESS CENTER	322362		SHIPPING	24.72
			322411		SHIPPING	12.32
					Total :	37.04
183362	5/13/2020	0008501 PRESENTA PLAQUE	25494		POCKET PLAQUES	139.28
					Total :	139.28
183363	5/13/2020	0002881 PUBLIC SAFETY TESTING	2020-0252		1ST QTR 2020 SUBSCRIPTION FEES	424.00
					Total :	424.00
183364	5/13/2020	0000743 PUGET SOUND ENERGY	200000947859		ELECTRICITY/CITY SHOP	1,693.72
			200001884218		ELECTRICITY/1888 NE 5TH AVE PUMP	26.21
			200002036164		ELECTRICITY/30505 STATE ROUTE 20	66.13
			200002036719		ELECTRICITY/34777 STATE ROUTE 20	32.23
			200002036917		ELECTRICITY/BTWN BAYSHORE DR & I	67.29
			200002037097		ELECTRICITY/2000 SW SCENIC HEIGH	12.37

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183364	5/13/2020	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200002037261		ELECTRICITY/1780 SW SPRINGFIELD C	10.39
			200002037501		ELECTRICITY/3285 SW SCENIC HEIGH'	97.99
			200002170617		ELECTRICITY/552 NW CLIPPER DR	9.80
			200002511539		ELECTRICITY/2075 SW FORT NUGENT	10.39
			200003267636		ELECTRICITY/1000 SE IRELAND ST	13.56
			200003459654		ELECTRICITY/1957 FORT NUGENT RD I	348.38
			200004342099		ELECTRICITY/650 NE 7TH AVE SEWAGI	9.90
			200004562878		ELECTRICITY/800 SE MIDWAY BLVD LI	54.84
			200004839284		ELECTRICITY/1019 SW SWANTOWN AV	143.35
			200004856627		ELECTRICITY/1577 NW 8TH AVE	10.39
			200006103952		ELECTRICITY/5941 STATE ROUTE 20	9.80
			200007268135		ELECTRICITY/SW ERIE ST SW BARRIN	171.47
			200007702943		ELECTRICITY/700 AV W & MIDWAY	66.57
			200007824192		ELECTRICITY/75 SE JEROME ST	9.80
			200008386993		ELECTRICITY/FABER ST & HARVEST D	10.39
			200008816189		ELECTRICITY/ANNEX	16.36
			200010322895		ELECTRICITY/2330 SW ROSARIO PL	33.18
			200010499248		ELECTRICITY/1948 NW CROSBY AVE	125.22
			200010499446		ELECTRICITY/1661 NE 16TH AVE SEWE	17.15
			200010530240		ELECTRICITY/651 SE BAYSHORE DR LI	35.23
			200010531172		ELECTRICITY/1300 NE BIG BERRY LOC	10.39
			200010531354		ELECTRICITY/1500 S BEEKSMA DR CAI	82.94
			200010531941		ELECTRICITY/800 SE DOCK ST	182.31
			200010699706		ELECTRICITY/1500 S BEEKSMA DR BAI	17.14
			200011316839		ELECTRICITY/SR 20 & 650 AV W	279.79
			200011551930		ELECTRICITY/ADULT CARE CENTER	24.45
			200011579964		ELECTRICITY/285 SE JEROME ST	104.80
			200012220337		ELECTRICITY/128 E WHIDBEY AVE	33.45
			200012278087		ELECTRICITY/FIRE STATION	737.38
			200012838765		ELECTRICITY/PIONEER PARK	14.49
			200013734963		ELECTRICITY/672 CHRISTIAN RD PUMI	492.44
			200013968405		ELECTRICITY/1540 SE PIONEER WAY L	90.52
			200014151886		ELECTRICITY/1370 SE DOCK ST	29.67
			200014596478		ELECTRICITY/CITY HALL	561.13
			200015399153		ELECTRICITY/1678 SW 8TH AVE	10.39
			200015618321		ELECTRICITY/600 NE 7TH AVE	118.65

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183364	5/13/2020	0000743 PUGET SOUND ENERGY	(Continued)			
			200015685833		ELECTRICITY/287 SE CABOT DR SWRF	57.72
			200017255619		ELECTRICITY/690 SW HELLER ST WTR	365.67
			200017441482		ELECTRICITY/CITY BEACH PARK	9.80
			200017575347		ELECTRICITY/1367 NW CROSBY AVE S	53.13
			200017653656		ELECTRICITY/3300 OLD GOLDIE RD PL	68.06
			200017654415		ELECTRICITY/1000 SW THORNBERRY I	212.53
			200017853025		ELECTRICITY/2081 NE 9TH AVE SWRPM	10.93
			200017968427		ELECTRICITY/POLICE STATION	1,044.87
			200019043344		ELECTRICITY/90 SE PIONEER WAY LIG	21.05
			200019500517		ELECTRICITY/1137 NW KATHLEEN DR I	51.24
			200020179194		ELECTRICITY/626 CHRISTIAN RD	42.83
			200020235012		ELECTRICITY/SENIOR CENTER	712.49
			200022441113		ELECTRICITY/980 SW MCCROHAN ST I	37.08
			200022988147		ELECTRICITY/TRAILER PK S END	26.50
			200023231067		ELECTRICITY/945 E WHIDBEY AVE #B	9.80
			200023360569		ELECTRICITY/700 NW HELLER ST TRAI	38.86
			200024715845		ELECTRICITY/1285 NE TAFTSON ST LIF	30.34
			200025075157		ELECTRICITY/33500 STATE ROUTE 20	87.97
			220002244337		ELECTRICITY/END OF GUN CLUB RD	54.91
			220002247165		ELECTRICITY/SW FAIRWAY POINT DR	10.55
			220005593946		ELECTRICITY/1770 NE GOLDIE ST PUM	16.06
			220007681624		ELECTRICITY/2900 N OAK HARBOR RD	12.97
			220014752129		ELECTRICITY/SMITH PARK	10.48
			220015477015		ELECTRICITY/1090 SE PIONEER WAY S	89.96
			220019185945		ELECTRICITY/1501 S BEEKSMA DR SH	257.86
			220021979996		ELECTRICITY/32460 STATE ROUTE 20	10.39
			300000005003		ELECTRICITY/PARKS	129.14
			300000010409		ELECTRICITY/PARKS	54.46
					Total :	9,419.70
183365	5/13/2020	0000750 QUILL CORPORATION	6156277		ANTIBACTERIAL SOAP	240.97
			6178106		ANTIBACTERIAL SOAP	482.56
			6417610		HAND SANITIZER	76.12
					Total :	799.65
183366	5/13/2020	0006689 ROPPOS WOOD & ENGRAVING	15393		CAPS	16.34

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183366	5/13/2020	0006689 0006689 ROPPOS WOOD & ENGRAVING	(Continued)			Total : 16.34
183367	5/13/2020	0000781 SAFEWAY	434545		REFRESHMENTS	12.96
						Total : 12.96
183368	5/13/2020	0000799 SCOTTIES PLUMBING AND REPAIR	50221		LEAK REPAIR	172.06
						Total : 172.06
183369	5/13/2020	0005967 SEATTLE AUTOMOTIVE DIST	S6-5395821		KIT/SPARK PLUG	62.47
						Total : 62.47
183370	5/13/2020	0005085 SEVERNS, ROBERT	TRAVEL REIMB		PENTAGON VISIT	819.94
						Total : 819.94
183371	5/13/2020	0000822 SHRED-IT USA, INC	8129671731		SHREDDING	146.45
			8129671794		SHREDDING	75.69
						Total : 222.14
183372	5/13/2020	0000814 SKAGIT FARMERS SUPPLY	534692		PROPANE	26.35
			534756		RUBBER STRAP	19.77
			6001150		SUREGUARD	575.00
						Total : 621.12
183373	5/13/2020	0000876 SKAGIT VALLEY COLLEGE	24395		1ST QTR 2020 BUILDING OPERATIONS	20,042.94
						Total : 20,042.94
183374	5/13/2020	0000843 SOLID WASTE SYSTEMS, INC	0122911-IN		CANOPY EXTENDER	1,598.00
			0122978-IN		SOLENOID	98.71
			0123001-IN		FORK CYLINDER	1,467.92
						Total : 3,164.63
183375	5/13/2020	0008470 STEAM WEB HOSTING	3709		WEB HOSTING	19.95
						Total : 19.95
183376	5/13/2020	0010127 SUN LIQUOR MANUFACTURING, INC	2302		HAND SANITIZER	209.09
						Total : 209.09
183377	5/13/2020	0000874 SURETY PEST CONTROL	1337400		PEST EXTERMINATION	31.52

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183377	5/13/2020	0000874 SURETY PEST CONTROL	(Continued)			
			1337402		PEST EXTERMINATION	44.57
			1337403		PEST EXTERMINATION	44.57
			1337406		PEST EXTERMINATION	33.70
			1337411		PEST EXTERMINATION	31.52
			1338804		PEST EXTERMINATION	54.35
			1339835		PEST EXTERMINATION	78.81
					Total :	319.04
183378	5/13/2020	0001053 TREASURER, WASHINGTON STATE	050620		APR 2020 COURT/BC FEES	5,258.68
					Total :	5,258.68
183379	5/13/2020	0006331 ULINE	119189112		PEDESTAL FILES	838.15
					Total :	838.15
183380	5/13/2020	0000922 UNUM LIFE INSURANCE COMPANY	042020		MAY 2020 LONG TERM CARE	405.86
					Total :	405.86
183381	5/13/2020	0000926 USABLUEBOOK	218469		LIFTING SLING	93.60
			218480		LUBRICANT	20.48
					Total :	114.08
183382	5/13/2020	0000934 UTILITIES UNDERGROUND LOCATION	0040189		APR 2020 LOCATES	116.10
					Total :	116.10
183383	5/13/2020	0002931 VERMEER NORTHWEST SALES, INC	S67930		HOSE/RADIATOR CAP	204.25
					Total :	204.25
183384	5/13/2020	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW O	70		PROF SVC/LITIGATION	147.00
			97		PROF SVC/GENERAL	3,246.75
					Total :	3,393.75
183385	5/13/2020	0001039 WESTERN TRUCK CENTER	026P10243		FUEL TANK VENT	43.27
			026P10250		BRAKE DRUM/NEW CERAM HITEM	469.04
			026P10343		CARTRIDGE	172.53
			026P9917		PRESSURE SENSOR	108.00
					Total :	792.84

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183386	5/13/2020	0003067 WHIDBEY ANIMALS' IMPROVEMENT	1369		APR 2020 ANIMAL SHELTER	4,166.67
Total :						4,166.67
183387	5/13/2020	0001000 WHIDBEY AUTO PARTS, INC.	318885		O-RINGS	7.84
			418084		ALUM BRIGHT	22.34
			418794		O-RINGS	3.14
Total :						33.32
183388	5/13/2020	0008886 WHIDBEY HOMELESS COALITION	050820		HAVEN SERVICES	3,000.00
Total :						3,000.00
183389	5/13/2020	0001017 WHIDBEY PRINTERS	51185		STATEMENT PAPER	98.55
			51190		ENVELOPES	105.36
Total :						203.91
183390	5/13/2020	0001010 WHIDBEY TELECOM	4543309		ALARM MONITORING	65.23
Total :						65.23
183391	5/13/2020	0001061 XEROX CORPORATION	010238378		APR 2020 COPIER RENTAL	263.19
			702387794		MAR 2020 COPIER RENTAL	3,175.26
Total :						3,438.45
96 Vouchers for bank code : bank						Bank total : 590,517.73
96 Vouchers in this report						Total vouchers : 590,517.73

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183401	5/15/2020	0010145 OREGON DMV	051520		VEHICLE TITLE HISTORY	22.50
					Total :	22.50
183415	5/27/2020	0000965 REVENUE, WASHINGTON STATE DEPT OF	052620		BUSINESS LICENSE RENEWAL/1530000	131.00
					Total :	131.00
183416	5/27/2020	0000028 ALL ISLAND LOCK & KEY	29669		KEYS	31.52
			29724		DUPLICATE KEYS	40.84
					Total :	72.36
183417	5/27/2020	0000029 ALL PHASE ELECTRIC SUPPLY	0952-587505		GALVE LMA-LESS AB	4,641.32
					Total :	4,641.32
183418	5/27/2020	0001609 ALL QUALITY STITCHES	2646		SHIRTS/HATS/JACKETS	531.79
					Total :	531.79
183419	5/27/2020	0000033 ALPINE PRODUCTS, INC	TM-193898		MARKERS	314.39
					Total :	314.39
183420	5/27/2020	0000036 AMERICAN PUBLIC WORKS	40554		MEMBERSHIP RENEWAL	800.00
					Total :	800.00
183421	5/27/2020	0000042 ANACORTES, CITY OF	900-9080-0		APR 2020 WATER PURCHASED	142,227.73
					Total :	142,227.73
183422	5/27/2020	0010131 APEX HYDROVAC TOOLS, LLC	200060		DEBRIS HOSE	1,625.07
					Total :	1,625.07
183423	5/27/2020	0002655 ASPHALT ZIPPER, INC	INV/2020/0681		36 IN CUTTER/LOCATOR BLOCK/BEAR	19,957.69
					Total :	19,957.69
183424	5/27/2020	0004019 ASSOCIATED PETROLEUM PRODUCTS	0195335-IN		FUEL	3,540.97
					Total :	3,540.97
183425	5/27/2020	0000159 AT&T MOBILITY	287249477751X0424202		CURRENT WIRELESS SERVICES	36.15
					Total :	36.15

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183426	5/27/2020	0000091 BENS CLEANER SALES, INC	313685		ACID CHEM INJECTOR	94.75
					Total :	94.75
183427	5/27/2020	0000100 BIRCH EQUIPMENT	215895-5		CORE BITS/DRILL	222.56
					Total :	222.56
183428	5/27/2020	0000143 CADA	1ST HALF 2020		1ST HALF MUNICIPAL CRIMINAL JUSTICE	2,532.50
					Total :	2,532.50
183429	5/27/2020	0000157 CDW GOVERNMENT, INC	XRW3083 XSC1644 XVR8323		DELL LATITUDE 5500 CTO DELL LATITUDE 5500 CTO NETMOTION MOB UNV	4,633.32 2,316.66 3,348.68
					Total :	10,298.66
183430	5/27/2020	0000188 CODE PUBLISHING COMPANY	66743		MUNICIPAL CODE WEB UPDATES	1,014.57
					Total :	1,014.57
183431	5/27/2020	0005773 COMCAST	8498300290363841		INTERNET	295.00
					Total :	295.00
183432	5/27/2020	0000694 CORE & MAIN	M303372 M320871		HOSE NIPPLES INSERT	239.12 59.77
					Total :	298.89
183433	5/27/2020	0001126 COSTCO WHOLESALE MEMBERSHIP	477129311		MEMBERSHIP RENEWAL	120.00
					Total :	120.00
183434	5/27/2020	0010159 CUNNINGHAM, BRENDA	051520		PARK RESERVATION FEE REFUND	25.00
					Total :	25.00
183435	5/27/2020	0000247 DIAMOND RENTALS	1-500608-102 1-533144-55 1-584821-9		PORTABLES PORTABLES PORTABLES	75.00 75.00 75.00
					Total :	225.00
183436	5/27/2020	0000273 EDGE ANALYTICAL, INC	20-15393 20-15958		TESTING TESTING	114.00 18.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183436	5/27/2020	0000273 0000273 EDGE ANALYTICAL, INC	(Continued)			Total : 132.00
183437	5/27/2020	0007161 EWING	11572284 11627383		TEE/ELL/ADAPTERS/COUPLINGS WRENCH	83.88 81.45 Total : 165.33
183438	5/27/2020	0006206 FIRE CHIEF EQUIPMENT	0077535-IN		KITCHEN SYSTEM	379.35 Total : 379.35
183439	5/27/2020	0000329 GALLS	015577512		RESPIRATOR MASKS	4,214.43 Total : 4,214.43
183440	5/27/2020	0000349 GRAINGER	9524585503 9526129516 9527950910 9530788885 9530788893		SPOONS/FILTERS FILTERS SAFETY SIGNS REDUCER/TUBING/CONNECTOR TEE	343.25 381.59 246.07 38.76 1.04 Total : 1,010.71
183441	5/27/2020	0000345 GREATER OAK HBR CHAMBER OF COM	051820		2% MARKETING GRANT	1,000.00 Total : 1,000.00
183442	5/27/2020	0002747 GUARDIAN SECURITY	1022513		PANEL BATTERY REPLACEMENT	224.61 Total : 224.61
183443	5/27/2020	0009853 HERRERA ENVIRONMENTAL CONSULT	46618		PROF SVC/GOLDIE STREET STORMWA	821.01 Total : 821.01
183444	5/27/2020	0003095 HOME DEPOT CREDIT SERVICES	1512984 1513006 2523467 2616090 2625139 3042795 3616000 3617725 3625084 4022049		ACRYLIC SHEETS MIXING CONTAINERS/LIQ NAILS/RESIN ANCHORS/CONCRETE PATCHES/EPO> PIPE INSULATION BALL VALVE/PLASTER OF PARIS ACRYLIC SHIM/EDGER/TRIM KIT WETDRY SHEETS LINE MORTAR	143.69 331.05 58.44 16.25 56.54 278.74 602.72 15.99 16.30 78.15

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183444	5/27/2020	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			5044318		LAMINATE/ACRYLIC SHEET/SILICONE	196.92
			5084698		WET/DRY VAC	-146.95
			5511920		BRUSHES/MIXING CONTAINERS/PRIME	538.01
			5620678		FVRRS/CAULK GUNS	126.55
			6024792		RND	19.41
			6084584		MLD 6PNL HC	-91.32
			6523885		CONTRACTOR BAGS	28.28
			6610679		BRICKSET/LEVERS/DOOR HANGER BA	257.97
			6616608		FRAMES/EDGE/BRUSH	132.87
			9022637		HEMLOCK BOARDS/WASHERS/SHEET	111.95
			9201440		WET/DRY VAC	146.95
			9610335		GARDEN SOIL/NUTRIENTS	86.82
			974016		CHAIN LINK TIES/PLIERS	32.94
					Total :	3,038.27
183445	5/27/2020	0000396 I-COM	Q3 2020-07		3RD QTR 2020 USER FEES	10,239.56
			Q3 2020-08		3RD QTR 2020 USER FEES	99,764.20
					Total :	110,003.76
183446	5/27/2020	0005884 ISLAND COUNTY HUMAN SERVICES	1ST QTR 2020		1ST QUARTER 2020 EXCISE/PROFIT TA	1,630.45
					Total :	1,630.45
183447	5/27/2020	0004410 ISLAND COUNTY PUBLIC HEALTH	042120		POOL/SPA LICENSE RENEWAL	230.00
					Total :	230.00
183448	5/27/2020	0000415 ISLAND DISPOSAL	050420		APR 2020 COLLECTION CHARGES	15,420.86
					Total :	15,420.86
183449	5/27/2020	0000445 JACKSON HIRSH, INC	1029356		LAMINATING SUPPLIES	306.15
					Total :	306.15
183450	5/27/2020	0000454 JET CITY EQUIPMENT RENTAL	34576		CONCRETE DUMPING	21.74
					Total :	21.74
183451	5/27/2020	0010162 LDC	20790		PROF SVC/OAK HARBOR HOUSING AC	2,313.75
					Total :	2,313.75

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183452	5/27/2020	0009044 LEGACY TELECOMMUNICATIONS, INC	42919		GENERATOR INSPECTIONS	20,571.21
Total :						20,571.21
183453	5/27/2020	0000221 LN CURTIS & SONS	INV387173 INV388539		AFFF FOAM PANTS/SHIRTS	2,300.23 266.75
Total :						2,566.98
183454	5/27/2020	0000515 LOGGERS & CONTRACTORS, INC	00075293 00075329 00075339		HOSE/CRIMP FITTINGS FJS FJS	212.78 130.02 73.81
Total :						416.61
183455	5/27/2020	0003654 MAIN STREET COLLISION II	7314		REFINISH TRUCK PART	544.50
Total :						544.50
183456	5/27/2020	0010156 MAMALES, NEIL	051420		DUMPSTER DEPOSIT REFUND	1,251.00
Total :						1,251.00
183457	5/27/2020	0000560 MERRILLS CARPET CLEANING, INC	12996		CARPET CLEANING	480.00
Total :						480.00
183458	5/27/2020	0000538 MID AMERICAN RESEARCH CHEMICAL	0697555-IN		ALCO-SAN	484.59
Total :						484.59
183459	5/27/2020	0000197 MILES SAND & GRAVEL COMPANY	1782695 1782961		AIR CRUSHED ROCK	278.27 299.36
Total :						577.63
183460	5/27/2020	0007699 MOUNT BAKER COUNCIL	052220		2020 MEMBERSHIP	503.75
Total :						503.75
183461	5/27/2020	0010161 MT BAKER ROOFING	46020		RE-ROOFING SERVICES	4,702.63
Total :						4,702.63
183462	5/27/2020	0010157 MULLEN, STEVEN	051420		DUMPSTER DEPOSIT REFUND	819.82
Total :						819.82
183463	5/27/2020	0003176 NATIONAL SAFETY, INC	0578672-IN		SHARPSMASTER HV	345.97

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183463	5/27/2020	0003176 NATIONAL SAFETY, INC	(Continued) 0578959-IN 0579287-IN		CONES EYEWASH	101.38 169.88 Total : 617.23
183464	5/27/2020	0000612 NELSON PETROLEUM	0729763-IN 0730093-IN		FUEL FLUID	237.47 325.05 Total : 562.52
183465	5/27/2020	0008787 NEPTUNE MARINE, LLC	6		PROF SVC/WATERFRONT TRAIL ENHAI	8,011.53 Total : 8,011.53
183466	5/27/2020	0006974 NORTH AMERICAN RESCUE, LLC	IN433679		WRAP/BANDAGES/DRESSING/VALVES/	1,160.78 Total : 1,160.78
183467	5/27/2020	0000610 NORTH CENTRAL LABORATORIES	439224		SPECTROPHOTOMETERS	62.55 Total : 62.55
183468	5/27/2020	0000672 OAK HARBOR ACE	325592 325716 325763 325774 325778 325784 325785 325787 325788 325789 325796 325797 325799 325815 325816 325848 325853 325860 325873		COUPLES COUPLE HOSE/ROD/NOZZLE STUDS PLUMBING SUPPLIES/WASHERS SPRAYER SHEET METAL LIGHTER/CABLE TIES OIL COUPLE/NIPPLE ROLLER/BRUSHES VELCRO/DR SWP GREAT STUFF OIL/CABLE/CLAMPS CLAMPS/DUCT TAPE HEDGE SHEARS/TRIMMER LINE AP300 SPRAYPAINT/FASTENERS SPRAYPAINT PRIMER/SPRAYPAINT	17.40 126.04 11.76 0.52 10.88 10.87 48.54 16.32 6.51 26.10 15.21 5.00 90.01 39.14 43.54 217.75 11.65 5.00 33.70

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183468	5/27/2020	0000672 OAK HARBOR ACE	(Continued)			
			325929		DRILL HEAD	7.61
			325937		DRILL BITS	8.69
			325946		WEEDEATER PARTS	19.55
			325949		WRENCH/DRILL BITS/TAP/FASTENERS	43.82
			325951		FASTENERS/WASHERS	5.36
			325978		BOLTS/DRILL BITS	31.55
			326010		FASTENERS	1.50
			326018		NIPPLES/ELBOWS/ADAPTERS	12.67
			326034		SOIL	24.47
			326035		DOOR STOP	8.16
					Total :	899.32
183469	5/27/2020	0000668 OAK HARBOR AUTO CENTER	359004795		PURGE VALVE	-34.53
			359005312		BREEK CLEEN	71.84
			359005367		SHIFT LOCK ACTUA	46.50
			359005402		O RING	21.82
			359005445		DRAIN PANS	22.07
			359005810		ROUND CON	25.92
			359005987		FILTERS	4.91
			359006016		DEX III	48.48
					Total :	207.01
183470	5/27/2020	0006007 O'REILLY AUTO PARTS	2532-179411		SEALED BEAM	6.76
					Total :	6.76
183471	5/27/2020	0009986 PACIFIC GROUNDWATER GROUP, INC	19660		PROF SVC/OAK HARBOR WELL REPLA	1,490.13
					Total :	1,490.13
183472	5/27/2020	0010158 PARK TERRACE, LLC	051320		WATER PERMIT DEPOSIT REFUND	364.95
					Total :	364.95
183473	5/27/2020	0001218 PBY MEMORIAL ASSOCIATION	050820		REIMBURSEMENT	2,250.00
					Total :	2,250.00
183474	5/27/2020	0010129 PNW CIVIL, INC	2		PROF SVC/WATERFRONT PEDESTRIAN	61,441.98
			20012-01		CONCRETE	659.22

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183474	5/27/2020	0010129 0010129 PNW CIVIL, INC			(Continued)	Total : 62,101.20
183475	5/27/2020	0000743 PUGET SOUND ENERGY	300000009906		ELECTRICITY/PARKS	267.15
						Total : 267.15
183476	5/27/2020	0000750 QUILL CORPORATION	6788603 6858993		HAND SANITIZER DISINFECTANT SPRAY	326.65 83.74
						Total : 410.39
183477	5/27/2020	0008549 RUSH, GEORGE	376089		SIGN POSTS/STANDS	358.07
						Total : 358.07
183478	5/27/2020	0000781 SAFEWAY	728117 804554		CATERING CATERING	143.48 13.05
						Total : 156.53
183479	5/27/2020	0010025 SANDERS, VICTOR	08343		TRAVEL REFUND-HANSEL AND GRETE	370.00
						Total : 370.00
183480	5/27/2020	0005967 SEATTLE AUTOMOTIVE DIST	S6-5401997 S6-5408410 S6-5412242		ANTI-FREEZE LOCK ASY LOCK ASY	98.07 64.11 64.11
						Total : 226.29
183481	5/27/2020	0008963 SEMRAU ENGINEERING AND SURVEY	5749B-3 5749D-23 5749I-9 5749K-7 5749V-14 5749W-15 5749Y-4 5923B-8 5923D-2 5923E-11 5923H-6 5923I-3		ACORN DENTAL GARY OAKS HARBOR STATION MCDONALDS HILLSIDE CENTER HILLSIDE PRD WHIDBEY DENTAL MARIN WOODS PLAT FLINTSTONE HOWARDS POINTE BARRINGTON DRIVE CONDO TOWN & COUNTRY	134.00 236.25 202.50 1,113.75 2,497.50 168.75 33.75 438.75 33.75 405.00 101.25 896.75
						Total : 6,262.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183482	5/27/2020	0000811 SETON IDENTIFICATION PRODUCTS	9343281022		FLR MRKR	541.23
Total :						541.23
183483	5/27/2020	0008395 SHELLEY, JR, TIM	20200501		RECORDING SERVICES	964.67
Total :						964.67
183484	5/27/2020	0000831 SIX ROBBLEES', INC	14-397527		GLOVES	134.57
Total :						134.57
183485	5/27/2020	0000814 SKAGIT FARMERS SUPPLY	535049		HERBICIDE	362.57
Total :						362.57
183486	5/27/2020	0009978 SOLENIS	131630232		PRAESTOL	4,132.12
Total :						4,132.12
183487	5/27/2020	0000843 SOLID WASTE SYSTEMS, INC	0123218-IN		PUMP CARTRIDGE/ARM VALVE	1,023.20
Total :						1,023.20
183488	5/27/2020	0000846 SOUND PUBLISHING, INC	WCW897247		CITY NOTICES	72.27
			WNT897193		CITY NOTICES	48.00
			WNT897613		CITY NOTICES	38.00
Total :						158.27
183489	5/27/2020	0003883 STAPLES BUSINESS ADVANTAGE	3445333341		TOWELS	357.38
			3445333346		COPY PAPER	104.81
			3445333350		ENVELOPES	38.55
			3445658327		SOFTWARE&PERIPHERAL	805.38
			3445658330		SOFTWARE&PERIPHERAL	871.16
			3445658331		PENS/BINDER CLIPS	39.50
			3445658332		ADAPTERS	78.36
			3445658335		BATTERIES	35.37
			3445658337		LABELS/TONER	300.83
			3445658345		MONITORS	177.50
			3446251615		SHERS	48.74
			3446251626		STAPLER	12.57
			3446251635		PACKING TAPE	35.22
			3446251646		MONITOR WIPES	66.54
			3446251660		ENVELOPES/BUBBLE MAILER	29.85

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183489	5/27/2020	0003883 STAPLES BUSINESS ADVANTAGE	(Continued)			
			3446679341		MOUSEPAD/WRIST REST	27.53
			3446679358		TONER	171.10
			3446679369		FRAME	449.75
			3446679377		INK	15.15
			3446679379		CARDSTOCK	20.57
			3446679383		CARDSTOCK	20.57
			3446679385		CARDSTOCK	25.04
			3446679388		CARDSTOCK	19.59
					Total :	3,751.06
183490	5/27/2020	0000874 SURETY PEST CONTROL	1342757		PEST EXTERMINATION	59.79
			1342760		PEST EXTERMINATION	97.83
			1343304		PEST EXTERMINATION	59.79
					Total :	217.41
183491	5/27/2020	0007736 SYSTEMS FOR PUBLIC SAFETY, INC	36169		INNER EDGE/MAP LIGHT/KEYBOARD M	6,848.86
			37186		DUAL PRISONER POLY WALL	1,023.90
			37661		SWITCHES/COVERS	1,065.43
			37706		SWITCHES/COVERS	50.14
					Total :	8,988.33
183492	5/27/2020	0006331 ULINE	119008362		WYPALL DISPENSER	339.64
					Total :	339.64
183493	5/27/2020	0000932 VERIZON WIRELESS	9854196841		CURRENT COMM CHARGES	6,340.47
					Total :	6,340.47
183494	5/27/2020	0002931 VERMEER NORTHWEST SALES, INC	S67155		SCREWS/NUTS	98.29
					Total :	98.29
183495	5/27/2020	0010160 WALL, BOB	051520		PARK RESERVATION FEE REFUND	50.00
					Total :	50.00
183496	5/27/2020	0007697 WAXIE SANITARY SUPPLY	79158598		WHITE DRAW TAPE TRASH	592.37
					Total :	592.37
183497	5/27/2020	0006267 WESTERN REFUSE & RECYCLING	160096		SPACERS	107.64

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183497	5/27/2020	0006267 0006267 WESTERN REFUSE & RECYCLING	(Continued)			Total : 107.64
183498	5/27/2020	0001039 WESTERN TRUCK CENTER	026P10344		RELAY VALVE	70.20
						Total : 70.20
183499	5/27/2020	0001000 WHIDBEY AUTO PARTS, INC.	419390 419471 419691		COUPLERS TUBE/MAT/PAIL ALUM BRIGHT	52.25 50.10 22.34
						Total : 124.69
183500	5/27/2020	0000675 WHIDBEY COMMUNITY PHYSICIANS	CPS234784		SULLIVAN	150.00
						Total : 150.00
183501	5/27/2020	0001017 WHIDBEY PRINTERS	51213 51217		BUSINESS CARDS/ESPARZA/GRAVEL/I TIME CHITS	269.53 81.13
						Total : 350.66
183502	5/27/2020	0009831 YAKIMA COUNTY DEPT OF CORRECTI	051020		APR 2020 INMATE HOUSING	4,155.25
						Total : 4,155.25
183503	5/27/2020	0010128 ZENON ENVIRONMENTAL CORP	900397587		COUPLINGS	250.74
						Total : 250.74
183504	5/27/2020	0000355 ZIPLY FIBER	197-0410		FIBER CONNECTION	810.00
						Total : 810.00
91		Vouchers for bank code :	bank			Bank total : 482,356.83
91		Vouchers in this report				Total vouchers : 482,356.83

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183402	5/22/2020	0000483 360 PROPERTY MANAGEMENT	Ref000274364 Ref000274365		UB Refund Cst #00122957 UB Refund Cst #00122957	20.80 62.44 Total : 83.24
183403	5/22/2020	0010151 ADAMS, KELLY OR DAVIS	Ref000274375		UB Refund Cst #00177518	183.69 Total : 183.69
183404	5/22/2020	0002629 ANDREWS, KEITH OR SARA	Ref000274377		UB Refund Cst #00177834	96.91 Total : 96.91
183405	5/22/2020	0010150 BACKOFEN, STEVEN	Ref000274374		UB Refund Cst #00177437	21.50 Total : 21.50
183406	5/22/2020	0010148 GAUTHREAU, BRANDON	Ref000274371		UB Refund Cst #00173973	173.69 Total : 173.69
183407	5/22/2020	0010147 GURUNG, BIJAYA	Ref000274370		UB Refund Cst #00173608	226.04 Total : 226.04
183408	5/22/2020	0010155 KITSAP BANK	Ref000274380		UB Refund Cst #00179113	176.59 Total : 176.59
183409	5/22/2020	0010153 KNAPEK, ELIZABETH OR MATTHEW	Ref000274378		UB Refund Cst #00178116	194.70 Total : 194.70
183410	5/22/2020	0010154 LENAHAN, BRITTANY	Ref000274379		UB Refund Cst #00178575	56.11 Total : 56.11
183411	5/22/2020	0010152 MARTINEZ, SAMANTHA	Ref000274376		UB Refund Cst #00177833	171.68 Total : 171.68
183412	5/22/2020	0010146 NORMAN, CLAYTON	Ref000274367		UB Refund Cst #00167535	176.54 Total : 176.54
183413	5/22/2020	0010149 SCHEIDEL, EMILY	Ref000274373		UB Refund Cst #00176009	37.64 Total : 37.64

Voucher List
 City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
183414	5/22/2020	0001391 WINDERMERE	Ref000274363		UB Refund Cst #00120727	23.39	
			Ref000274366		UB Refund Cst #00150055	163.13	
			Ref000274368		UB Refund Cst #00168732	17.91	
			Ref000274369		UB Refund Cst #00169594	157.76	
			Ref000274372		UB Refund Cst #00174321	79.76	
Total :						441.95	
13 Vouchers for bank code :		bank				Bank total :	2,040.28
13 Vouchers in this report						Total vouchers :	2,040.28

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183392	5/15/2020	0004903 US BANK	4485591002386419		CREDIT CARD PURCHASES	3,048.52
					Total :	3,048.52
183393	5/15/2020	0004903 US BANK	4485590004695355		CREDIT CARD PURCHASES	375.00
					Total :	375.00
183394	5/15/2020	0004903 US BANK	4485591002332199		CREDIT CARD PURCHASES	340.97
					Total :	340.97
183395	5/15/2020	0004903 US BANK	4485591002299083		CREDIT CARD PURCHASES	300.00
					Total :	300.00
183396	5/15/2020	0004903 US BANK	4485591002279598		CREDIT CARD PURCHASES	158.31
					Total :	158.31
183397	5/15/2020	0004903 US BANK	4485591002299422		CREDIT CARD PURCHASES	58.00
					Total :	58.00
183398	5/15/2020	0004903 US BANK	4485591002338592		CREDIT CARD PURCHASES	28.61
					Total :	28.61
183399	5/15/2020	0004903 US BANK	4485590004137119		CREDIT CARD PURCHASES	28.31
					Total :	28.31
183400	5/15/2020	0004903 US BANK	4485590004137259		CREDIT CARD PURCHASES	11.98
					Total :	11.98
9 Vouchers for bank code : bank						Bank total : 4,349.70
9 Vouchers in this report						Total vouchers : 4,349.70

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.b.
Date: June 2, 2020
Subject: Minutes: May 5, 2020 Regular Meeting and May 20, 2020 Workshop Meeting

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Blaine Oborn, City Administrator
- ⊙ Patricia Soule, Finance Director
- ⊙ Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Approve Minutes as presented.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [May 05, 2020 Regular City Council Meeting Minutes](#)
2. [May 20, 2020 City Council Workshop Meeting](#)

Oak Harbor City Council
Regular Meeting Minutes
May 5, 2020

CALL TO ORDER

Due to COVID-19, there was NO physical meeting location per WA Proclamation 20-28. Meeting was viewable live via YouTube or Channel 10 and was telephonically available at (623)404-9000, Meeting ID: 149 734 3565 (NOTE: Audio only, No Comments).

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

ROLL CALL

City Council Present: Videoconference

Mayor Bob Severns
Mayor Pro Tem Munns
Councilmember Joel Servatius
Councilmember Tara Hizon
Councilmember Erica Wasinger
Councilmember Bill Larsen
Councilmember Jim Woessner
Councilmember Jeff Mack

Staff Present: Videoconference

City Administrator Blaine Oborn
Attorney Grant Weed
Interim Attorney Anna Thompson
Finance Director Patricia Soule
Fire Chief Ray Merrill
Police Chief Kevin Dresker
Public Works Director Cathy Rosen
City Engineer Jim Bridges
Project Manager Brett Arvidson
Engineer Brad Gluth
Senior Planner Cac Kamak
Human Resource Director Emma House
City Clerk Carla Brown
City Admin Assistant Lisa Felix

1. APPROVAL OF AGENDA

Staff recommends Consent Item 4.h.: Facilities Easement Agreement with Comcast be removed from the Agenda.

Motion: Councilmember Servatius moved to approve the agenda as amended, second by Councilmember Wasinger. The motion was unanimously approved.

2. PRESENTATIONS

a. Proclamations

None.

b. Honors & Recognitions

None.

c. Community Partner Presentations

None.

3. CITIZEN COMMENT PERIOD

No Citizen Comments were received via online survey or voicemail.

4. CONSENT AGENDA

Consent Items

- a. Approval of Payroll and Accounts Payable Vouchers
- b. Minutes: April 07, 2020 Regular Meeting and April 22, 2020 Workshop Meeting
- c. Reappointment: Dave Steckman to the Marina Advisory Board, Position 4
- d. Reappointment: Greg Wasinger to Planning Commission, Position 1
- e. Reappointment: J.J. Jones to the Marina Advisory Board, Position 3
- f. Reappointment: Nora Daniel to the Police Community Advisory Board
- g. Reappointment: Rosemary Morrison to the Park Board
- ~~h. Facilities Easement Agreement with Comcast~~

Councilmember Wasinger thanked Committee and Board Volunteers.

Motion: No objection, therefore items a.-g. are approved as presented.

5. MAYOR, COUNCIL & STAFF COMMENTS

- a. Mayor
Mayor Severns provided his respective announcements and comments.
- b. Councilmembers
Councilmember Hizon, Mayor Pro Tem Munns and Councilmember Mack provided their respective comments.
- c. City Administrator
Blaine Oborn provided his respective announcements and comments

6. PUBLIC HEARINGS & PUBLIC MEETINGS

- a. Ordinance No. 1899: Utility Rate Increase

Patricia Soule, Public Works Director, Blaine Oborn, City Administrator and Shawn Koorn, HDR Engineering, Inc. Associate Vice President provided a brief overview of the utility rate analysis options presented at the March 25, 2020 and April 22, 2020 workshops. All utility rates for Water, Storm Drain, Solid Waste and Wastewater were re-evaluated with alternative options to compare to the previously presented rate study results (January 2020). The alternatives to the base case included revised Capital Improvement Plan (CIP), reduced reserve target, removal of interpretive center contribution and no change in rates for 2020. In addition, staff presented an Option 4, which included revised Capital Improvement Plan (CIP), reduced reserve target, removal of interpretive center contribution and the use of \$395,000 General Funds to postpone rate increases for the year 2020 and begin rate increases in year 2021 and 2022.

No Citizen Comments were received via online or voicemail. However, Mayor Severns stated, for the record, that he received letters from the following concerned individual Citizens: Kristi Jensen; Scott Fraser; Eric A. Marshall, Kathleen Jones; Kathy Collantes; and Neill Ryan. The letters were provided to City Council prior to the meeting.

Mayor Pro Tem Munns, Councilmember Larsen, Councilmember Mack, Councilmember Servatius, Councilmember Woessner, Councilmember Hizon and Councilmember Wasinger gave their respective questions and comments regarding the item. Finance Director Patricia Soule, HDR Shawn Koorn and City Administrator Blaine Oborn answered the respective questions.

Motion: Councilmember Servatius moved to suspend the rules to allow Mayor Severns to comment on the agenda item, second by Councilmember Woessner. Motion passed unanimously.

Mayor Severns provided his respective comments. Discussions continued and Council consensus leaned toward postponing the vote.

Motion: Councilmember Larsen moved postpone the vote until the June 2, 2020 meeting, second by Councilmember Servatius. Discussion continued.

Motion: Councilmember Larsen moved to amend the motion on the table to also continue the Public Hearing until the June 2, 2020 meeting, second by Councilmember Woessner. Motion approved unanimously.

Amended Motion: Councilmember Larsen moved to postpone the vote and continue the Public Hearing until the June 02, 2020 meeting, second by Councilmember Servatius. Motion passed unanimously.

7. ORDINANCES & RESOLUTIONS

None.

8. CONTRACTS & AGREEMENTS

a. Amendment to 2020 LTAC Grant Agreements: End Date Change

Patricia Soule, Finance Director stated as a result of the COVID-19 pandemic many if not all of the LTAC funded community events may not be able to be held. LTAC grant recipients needed assistance with what to do for 2020 event season. LTAC recipients would currently be planning and advertising for upcoming 2020 events and given this uncertain time, it was creating a situation where they either had to forego the LTAC grant funds or plan an event that may be prohibited if the Governor's order is extended past May. The LTAC committee met and unanimously determined to request Council extend the contracts to December 31, 2021.

No Citizen Comments were received via online or voicemail.

Councilmember Hizon gave her respective questions and comments regarding the item. Finance Director Patricia Soule answered the respective questions.

Motion: Councilmember Hizon moved to allow the Finance Director to sign the contract amendment for 2020 Annual LTAC Grants changing the end date of the contracts to 12/31/2021, second by Mayor Pro Tem Munns. Motion was approved unanimously.

b. Professional Service Agreement: KBA, Inc., On-call CWF Construction Closeout & Engineering Project Management System.

Brett Arvidson, Project Engineer and Jim Bridges, City Engineer provided a background summary regarding the services KBA, Inc. has provided with construction management and administration services for the Clean Water Facility (CWF) since 2015. Although active construction is complete, project closeout, grant finalization, final auditing, and subcontractor closeout activities will continue for another six (6) months or longer. Staff would like to enter into an on-call contract with KBA, Inc. to continue the services through closeout completion. In addition, Engineering staff would like to implement a construction management/administration system and use the existing project accounting system to manage all City projects. KBA, Inc can also provide the following services for the Engineering Department: assess current project management knowledge and practices; project development and scheduling; tracking project deliverables; preparation of pay estimates and submission to Accounts Payable; project closeout; and project archival. The proposed on-call work will be performed as two tasks, for a total cost of \$52,300 and term ending date of December 31, 2020.

No Citizen Comments were received via online or voicemail.

Councilmember Woessner provided his respective questions and comments regarding the item. Project Manager Brett Arvidson and City Engineer Jim Bridges answered the respective questions.

Motion: Councilmember Servatius moved to approve the amended Ordinance No. 1899, second by Mayor Pro Tem Munns. Motion was approved unanimously.

9. OTHER ITEMS FOR CONSIDERATION

None.

10. REPORTS & ITEMS FOR DISCUSSION

None.

11. EXECUTIVE SESSION

a. RCW 42.30.110(1)(b) Acquisition of Real Estate

Mayor Severns called the City Council into recess at 7:28p.m. for an executive session, as authorized under RCW 42.30.110(1)(b) to discuss the acquisition of real estate. The executive session occurred in a private teleconference and was expected to last approximately 20 minutes. Council left the executive meeting at 7:39 p.m. The regular meeting reconvened with no action taken.

ADJOURN

Motion: Mayor Pro Tem Munns moved to adjourn, second by Councilmember Wasinger. Motion passed unanimously, therefore the meeting adjourned at 7:40 p.m.

Certified by Carla Brown, City Clerk

Oak Harbor City Council
Workshop Meeting Minutes
May 20, 2020

CALL TO ORDER

Mayor Severns called the meeting to order at 5:00 p.m.

Due to COVID-19, there was NO physical meeting location per WA Proclamation 20-28. Meeting was viewable live via YouTube or Channel 10 and was telephonically available at (623)404-9000, Meeting ID: 149 322 1980 (NOTE: Audio only, No Comments).

ROLL CALL

City Council Present: Videoconference

Mayor Robert Severns
Mayor Pro Tem Munns
Councilmember Joel Servatius
Councilmember Jeff Mack
Councilmember Jim Woessner

Staff Present: Videoconference

City Administrator Blaine Oborn
Finance Director Patricia Soule
Public Works Director Cathy Rosen
Interim Development Services Director Cac Kamak
City Engineer Jim Bridges
Associate Planner Ray Lindenburg
Fire Chief Ray Merrill
Police Chief Kevin Dresker
Human Resources Director Emma House
Public Information Officer Sabrina Combs
Assistant City Attorney, Anna Thompson
City Administrator Assistant Lisa Felix
Outgoing City Clerk Carla Brown
City Clerk Julie Lindsey

DEVELOPMENT SERVICES

a. Central Business District Zoning Code Amendment Status.

Interim Development Services Director Kamak and Associate Planner Lindenburg provided an update of the Amendment status and scheduling. The City will need to further extend the moratorium for a short period per RCW 36.70A-390. A six-month extension was approved in February for completion in August, and more time is needed. Staff is investigating options for a future social-distancing appropriate open-house or virtual online meeting and anticipates this could slightly delay the process of the Central Business District revisions.

Mayor Pro Tem Munns and Councilmember Woessner provided their respective comments and questions.

The Amendment will be brought forward at an upcoming Council meeting.

b. Island County Interlocal Agreement – Hoffman Trail.

Interim Development Services Director Kamak reviewed the Interlocal Agreement noting an amendment will be needed. He was joined by Public Works Director Rosen and City Engineer Bridges in providing an update on the Agreement and coordination with the Navy's environmental cleanup efforts on adjacent property and the Washington State Department of Transportation.

Mayor Pro Tem Munns, Councilmember Servatius, and Councilmember Mack provided their respective comments and questions.

The Agreement will be brought forward at an upcoming Council meeting.

PUBLIC WORKS

a. Staff Re-Organization Plan

Public Works Director Rosen provided an overview of the proposed Re-Organization Plan for that department.

Mayor Pro Tem Munns, Councilmember Mack, Councilmember Servatius, and Councilmember Woessner provided their respective comments and questions. Public Works Director Rosen and City Engineer Bridges answered the respective questions

The Re-Organization Plan will be brought forward at a future Council meeting.

ADMINISTRATION

a. COVID-19 Economic Recovery Response Effort

City Administrator Oborn stated the purpose of the report is to communicate what the City Administrator and City staff are currently working on or planning. Highlighted areas included the COVID-19 update (status of employees and City measures), CARES funding, reimbursement for COVID-19 related expenditures, and Business Economic Recovery. City Administration is actively coordinating with Island County, Oak Harbor Chamber of Commerce and the Oak Harbor Main Street Association (OHMSA) on COVID-19 economic recovery response efforts. Island County is likely to receive \$4,665,100 in CARES funding, Island County has procured \$333,000 in County Funds to begin this relief effort. The City is likely to receive \$689,000 in CARES funding. City Administrator Oborn provided a detailed presentation of the proposed City of Oak Harbor Cares Funding Program.

Councilmember Mack, Councilmember Servatius, Mayor Pro Tem Munns and Mayor Severns provided their respective comments and questions. City Administrator Oborn answered the respective questions

b. City Administrator Report

City Administrator Oborn reported that Councilperson Larsen had submitted his resignation from the Council, having relocated outside of the City limits. Staff will bring forth a process for filling the Council vacancy at the June 2, 2020 Regular Council Meeting.

Other key items included:

Boards and Commissions: The April and May Arts Commission Meetings, along with most Board and Committee Meetings were cancelled due to COVID-19 as is the May Planning Commission Meeting.

Community Events and Special Events Permitting: The Mayor, Administration, Special Events Permitting are in close communication regarding summer events and how they will be impacted by COVID-19 phasing requirements and has had two meetings with Island County Health Director Higman. As gatherings of more than 50 people are still prohibited in Phase 2, the Chamber Board of Directors has cancelled the event and the fireworks display.

City Clerk: The City says farewell to Carla Brown and welcomes Julie Lindsey as City Clerk.

CITY COUNCIL

Mayor Severns reported briefly on the meeting with the Island County Board of Health. The Board of Health has submitted to the Governor's office that the County is prepared to move to Phase 2, except for camping.

Councilmember Mack, Councilmember Servatius, and Mayor Pro Tem Munns provided additional comments concerning the cancelling of the fireworks and events and on the status of items being worked on by staff to bring to the Commission regarding smoking in City parks and the installation of cameras.

ADJOURN

There being no further reports or discussions, Mayor Severns adjourned the workshop meeting at 7:02 p.m.

Certified by Julie Lindsey, City Clerk

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.c.
Date: June 2, 2020
Subject: Arts Commission Re-
Appointment: Cynthia Mason

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Re-appoint Cynthia Mason to the Arts Commission, Position 5, for a full term beginning June 2, 2020, and ending May 1, 2024.

BACKGROUND / SUMMARY INFORMATION

Ms. Mason was previously appointed to fulfill the remainder of the term of Position 5 vacated by Brandon Nelson, beginning May 21, 2019 and ending May 1, 2020.

LEGAL AUTHORITY

OHMC Chapter 2.29 Oak Harbor Arts Commission

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Biography Form - Cynthia Mason](#)

Rec'd 11/1/18



Boards and Commissions Biography Form

Board Appointment for (name of board): Arts Commission

Name: Cynthia Mason **Date:** 10/31/2018

Address: 1115 Old Polnell Road

City, State, Zip: Oak Harbor, WA 98277

Phone Number: [REDACTED] **Email Address:** [REDACTED]

Mailing Address: *(if different from above)* _____

Resident in Oak Harbor City Limits? If yes, how long? No, County - 20+ years

Occupation and Place of Employment:
(if retired, reference previous occupation(s)) _____
Edward Jones Investments - Sr. Business Office Administrator

Local Group or Civic Affiliations:
Oak Harbor Music Festival - President [4 years]

Special Qualifications or Interests:
Love for community and wanting to be a part of an active board that will make a difference and promote tourists to this wonderful city.

Education and Other General Comments:
High School, Some College.

Thank you for your consideration.

Please bring or send to the Mayor's Assistant at City Hall demery@oakharbor.org

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

Bill No. 4.d.
Date: June 2, 2020
Subject: Arts Commission: Acorn
Sculpture Commissioning
amendment

FROM: Blaine Oborn, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Recommended motion:

Move to authorize staff to solicit requests for proposals for the commissioning of one Acorn Sculpture, in the amount of \$15,000.

BACKGROUND / SUMMARY INFORMATION

At the May 7, 2019 City Council Meeting, Council authorized staff to solicit requests for proposals for three Acorn Sculptures, for an amount not to exceed \$30,000. At the time, the vision of the Arts Commission was to place three different sized sculptures at potentially different locations around town. Since that time, the Arts Commission has undertaken various project and sculpture purchases, and as such decided to reduce the scope and expense of the proposed Acorn Sculpture.

The Arts Commission briefed Council about this proposed change at the City Council Workshop on April 22, 2020. After further staff discussion, the suggested location for the Acorn Sculpture will be near the Autumn Winds Sculpture (on the Southeast corner of SR 20 and NE 4th Avenue). The pieces will tie well together and will create a dynamic entry along SR 20 honoring the Garry Oak Tree heritage of the City.

Staff will work with the Arts Commission to develop the specifics of the RFQ and advertise for artists to submit proposals. The final commissioning of the piece will be brought back to Council in the form of a Resolution once the artist, price, and location has been determined.

LEGAL AUTHORITY

OHMC Section 2.29.120 “City funding of the arts” and OHMC Chapter 3.26 “Creative Arts Fund”.

FISCAL IMPACT

Commissioning of one Acorn Sculpture not to exceed \$15,000

Fund 115 Creative Arts Fund balance as of March 31, 2020: \$160,491.77.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

August 5, 2015: City Council Regular Meeting, Council reviewed Post Office Gary Oak Tree Ad-Hoc Committee Report

February 21, 2019: Arts Commission Meeting

March 14, 2019: Arts Commission Meeting

March 27, 2019: City Council Workshop

April 11, 2019: Arts Commission Meeting

April 24, 2019: City Council Workshop

February 13, 2020: Arts Commission Meeting

April 22, 2020: City Council Workshop

ATTACHMENTS

1. [City Council Agenda Bill from May 7, 2019](#)
2. [City Council Workshop Presentation from April 22, 2020](#)

City of Oak Harbor
City Council Meeting
Agenda Bill
HISTORICAL

Bill No. 4. d.
Date: May 7, 2019
Subject: Arts Commission: Acorn Sculpture
Commissioning

FROM: Blaine Oborn, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Move to authorize staff to solicit request for proposals for the commissioning of the Acorn Sculptures.

BACKGROUND / SUMMARY INFORMATION

This item was first presented at the March 27, 2019 Workshop Meeting, where Council requested more historical information. Attachment 1 is the Agenda Bill with the Ad-Hoc Committee Report that was presented at the August 5, 2015 City Council Meeting. City Administrator Blaine Oborn met with Parks Manager Hank Nydam to view the Garry Oak Tree Wood on March 28, 2019. Designated large pieces of the tree trunk have been set aside specifically for this Acorn Sculpture Project. While there are a variety of projects which may still be considered, the Arts Commission is focusing on getting one project underway. Since there has already been a process for community involvement through the work of the Ad-Hoc Committee in 2015, staff feels comfortable with moving forward with the Acorn Project based on the past work done and current interest in the project.

The use of the large portions of wood set aside for the Acorn Sculpture still leaves a sizeable amount of wood for other projects. Public Works staff is currently working on three potential projects which will be undertaken at the staff level, namely a timeline slice to be displayed in the CWF Interpretive Center, a podium, and a live edge table.

Once the Acorn Sculpture Project has been commissioned, the location to display the two to three large sculptures that will be created will be brought before Council.

LEGAL AUTHORITY

FISCAL IMPACT

Arts Commission Fund: Estimated amount not to exceed \$30,000, paid out of the Art Acquisition and Maintenance Fund #115

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

August 5, 2015: City Council Regular Meeting, Council reviewed Post Office Gary Oak Tree Ad-Hoc Committee Report

February 21, 2019: Arts Commission Meeting

March 14, 2019: Arts Commission Meeting

March 27, 2019: City Council Workshop, Council asked for additional information at next workshop.

April 11, 2019: Arts Commission Meeting

April 24, 2019: City Council Workshop

ATTACHMENTS

(original agenda bill attachments not included)

**City of Oak Harbor
City Council Workshop
Summary Statement
HISTORICAL**

Date: April 22, 2020

Subject: **Arts Commission:
Restructuring Acorn
Sculptures proposed RFQ and
Proposed sculpture purchase
'Tao'**

**FROM: Blaine Oborn, City Administrator
Rodric Gagnon, Arts Commissioner (Chair)
Therese Kingsbury, Arts Commissioner**

SUMMARY STATEMENT

Arts Commission Chair Rodric Gagnon and Arts Commissioner Therese Kingsbury will present two items for Council's consideration. The first item is restructuring the proposed RFQ for the Acorn Sculpture Project. At the May 7, 2019 City Council Meeting, Council approved staff to solicit RFQs for the commissioning of Acorn Sculptures, with a budget of \$30,000 and a target of three sculptures. Since that time the Arts Commission has considered its available funds, other projects, and the condition of the Garry Oak tree wood, and moved at their February 13, 2020 meeting to amend the proposed RFQ budget to \$15,000 and one Acorn sculpture.

The Arts Commission has been considering the purchase of two sculptures known as "Tao" which has not previously been presented to Council. At the May 9, 2019 Arts Commission Meeting, the Commission had voted to request approval for purchase in coordination with a potential grant from the Soroptimist Foundation. After further consideration, at their February 13, 2020 Meeting, the Arts Commission moved to request the purchase of the "Tao" art pieces without the grant, at a cost of \$7,000, with \$500 for installation, and the proposed location for placement of the pieces the existing sculpture pad at Scenic Heights.

Council will be asked to consider these items and if favorable, they will be brought forth for action at a future Council Meeting.

ATTACHMENTS

1. [Presentation by Chairman Gagnon and Commissioner Kingsbury](#)

Arts Commission

City Council Workshop, April 22, 2020

Overview

1. Gary Oak Acorn Project Revision
2. Sculpture Purchase: “Tau”

Gary Oak Acorn Project Revision

- Suggest reducing number of acorns sculptures from 3 down to 1.
 - Condition of wood has deteriorated significantly.
 - Reduction in cost can allow for redirection of funds to other projects.



Arts Commission Minutes February 13, 2020

Motion: Commissioner Mason moved to amend the proposed RFQ for the Acorn Sculpture Project from three sculptures to one sculpture, and amend the proposed budget for the project from \$30,000 to \$15,000. **Second:** Commissioner Kingsbury seconded. With all in favor, the motion carried unanimously.

Sculpture Purchase: “Tau”

- Purchase Price: \$7,000
- Installation: \$500
- Proposed location: Scenic Heights

Arts Commission Minutes February 13, 2020

Motion: Commissioner Mason moved to amend the request to City Council to purchase the Tao sculptures at the price of \$7,000 (now excluding the proposed grant from Soroptimist originally motioned at the May 9, 2019 Arts Commission Meeting), with an additional \$500 for installation costs, at a location to be determined, but proposed for the existing sculpture pad at Scenic Heights. **Second:** Commissioner Kingsbury seconded. With all in favor, the motion carried unanimously.

Sculpture Purchase: "Tau"



City of Oak Harbor
City Council Agenda Bill

Bill No. 4.e.
Date: June 2, 2020
Subject: Arts Commission: Resolution
20-17: Authorizing the
acquisition of the “Tao”
Sculpture Pieces

FROM: Blaine Oborn, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Recommended motion:

Move to approve Resolution 20-17 authorizing the acquisition of the “Tao” sculptures, the placement of the pieces in the pocket part on the Southwest corner of State Route 20 and NE Koetje Street, and the creation of an appropriate base and plaque for the pieces, for a total amount not to exceed \$8,000, to be paid from the Creative Arts Fund.

BACKGROUND / SUMMARY INFORMATION

The Arts Commission has been working to purchase two pieces of sculpture titled “Tao” from artist Verena Schwippert. The Arts Commission presented the pieces to City Council at the April 22, 2020 workshop. Staff evaluated multiple possible locations and determined that the pocket park at the Southwest corner of State Route 20 and NE Koetje Street would be the most appropriate location at this time. Parks Manager Hank Nydam is coordinating with the Garden Club, that sponsors the pocket park, to coordinate the installation of the sculpture pieces. A plaque with information about the pieces will be installed.

Resolution 20-17 authorizes City Council to acquire the “Tao” sculpture pieces, place them in the pocket park, and expend funds for their placement and the creation of a plaque.

LEGAL AUTHORITY

OHMC Section 2.29.120 “City funding of the arts” and OHMC Chapter 3.26 “Creative Arts Fund”.

FISCAL IMPACT

Acquisition, placement, and plaque creation for the “Tao” Sculpture Pieces: not to exceed \$8,000

Fund 115 Creative Arts Fund balance as of March 31, 2020: \$160,491.77.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

May 9, 2019: Arts Commission Meeting

February 13, 2020: Arts Commission Meeting

April 22, 2020: City Council Workshop

ATTACHMENTS

1. [Resolution 20-17 Authorizing the Acquisition of the "Tao" Sculpture Pieces](#)
2. [Photos and sculpture information provided by artist Verena Schwippert](#)

RESOLUTION 20-17

A RESOLUTION OF THE CITY OF OAK HARBOR AUTHORIZING THE ACQUISITION OF THE SCULPTURE PIECES KNOWN AS “TAO”.

WHEREAS, the City finds that public artistic expression of all kinds enhances the historical, cultural, economic, educational and social life of the community and benefits the health and welfare of the City’s residents; and,

WHEREAS, the City finds it appropriate, necessary, and desirable to promote and support public experiences of the visual arts and artistic disciplines for the good of the citizens of Oak Harbor; and,

WHEREAS, the City of Oak Harbor Arts Commission has been working to obtain a set of pieces created by sculptor Verena Schwippert known as the “Tao” sculptures; and,

WHEREAS, staff has vetted multiple locations for the placement of the “Tao” sculptures and determined that the most appropriate location is the pocket park on the Southwest corner of State Route 20 and NE Koetje Street; and,

WHEREAS, the purchase price of the sculptures from artist Verena Schwippert is \$7,000, and staff estimates \$500 for transportation of the pieces, and \$500 for creation of a plaque and appropriate base for the pieces;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor Washington, that the City Council authorizes the acquisition of the “Tao” sculptures, the placement of the pieces in the pocket part on the Southwest corner of State Route 20 and NE Koetje Street, and the creation of an appropriate base and plaque for the pieces, for a total amount not to exceed \$8,000, to be paid from the Creative Arts Fund.

PASSED by the City Council and approved by its Mayor this 2nd day of June, 2020.

CITY OF OAK HARBOR

Robert Severns, Mayor

Attest:

Julie Lindsey, City Clerk

Approved as to Form:

Anna Thompson, Interim City Attorney

“Tao” Sculptures

Verena Schwippert, artist

Dimensions: H 38" and H 31", width: 55", depth: 26"

Weight: 850 Lbs and 550 Lbs , estimated weights.

Material is Cascade granite, the taller vessel has a reddish tint, smaller one is a soft black and white.

Each vessel has a 2" hole drilled in the top, surrounded by a polished area (which shows off the granite nicely)

Below the shoulder of each vessel is a band of also polished stone.

The granite is virtually maintenance free and not affected by weathering, it can be scrubbed with Dow Foam cleaner every 3 years or so.



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

Bill No. 4.f.
Date: June 2, 2020
Subject: Facilities Easement Agreement
with Comcast

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

It is recommended that City Council authorize the Mayor to sign an easement agreement with Comcast authorizing access to the existing Clean Water Facility utility easement.

BACKGROUND / SUMMARY INFORMATION

Construction of the Clean Water Facility occurred on properties previously owned by Whidbey Bank and Wells Fargo Bank. These properties had existing easements/services for utilities which were relocated as part of construction. All these utilities are located in a common utility corridor. Comcast had a service which did not appear on the documents but was relocated along with the other easements. This easement agreement formalizes Comcast's use of the existing utility corridor.

Staff requested a few adjustments to the proposed Easement Agreement that was provided by Comcast, and Comcast accepted.

LEGAL AUTHORITY

RCW 35A.11.020

FISCAL IMPACT

Funds Required: \$0

Appropriation Source: NA

After acceptance of the easement, Island County recording fees will apply. (First page is \$103.50., each additional page is \$1.00.)

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

There have been no previous City Council actions regarding this item.

ATTACHMENTS

1. [Cover Letter from Comcast for the Facilities Easement](#)
2. [Facilities Easement Agreement with Comcast](#)
3. [Exhibit B - sketch](#)



Comcast Cable Communications
331 West Shore Loop Road
Snohomish, WA 98290

3/27/19

Mr. Brett Arvidson
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

Re: S6565-00-00B05-2 and S6565-00-00B17-0
City of Oak Harbor Water Treatment Facility

Dear Brett:

Reference is made to the City of Oak Harbor property ownership as described above.

As you are aware, Comcast has a need for an easement strip across the above referenced property in order to maintain the continuity of the local communications system. Please review the enclosed map for the alignment.

Providing the enclosed is agreeable, please handle as follows:

1. Have the easement signed in the space provided and have that signature acknowledged by a Notary Public.
2. Forward the executed easement to me using the enclosed envelope.

As this work has been scheduled to commence soon, your help to expedite this request would be greatly appreciated. Any questions, please don't hesitate to call me at (425) 308-3572. Correspondence should be directed to: **Charles K. Coad, Comcast, 331 West Shore Loop Road, Snohomish, WA 98290.**

Thank you.

Very truly yours,

Charles K. Coad
Consultant to Comcast
(425) 308-3572

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Comcast Cable Communications Management
1525 75th Street SW, #200
Everett, WA 98203**

FACILITIES EASEMENT AGREEMENT

**Grantor: City of Oak Harbor
Grantee: Comcast Cable Communications Management, LLC
Short Legal: ptn. Lot 2, BLA 04-00004 and Res. B, Ely's Add.
APN: S6565-00-00B05-2 and S6565-00-00B17-0 (portion of)**

THIS FACILITIES EASEMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2020 (the "Effective Date") by and between _____
City of Oak Harbor, a municipal corporation
("Grantor"), and **Comcast Cable Communications Management, LLC, A Delaware limited liability company**, with offices at 1525 75th Street SW, #200, Everett, WA 98203 ("Grantee").

Recitals

- A. Grantor is the fee owner of certain real property located at **SE Pioneer Way, Oak Harbor, WA 98277** in the County of **Island**, State of **Washington**, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").
- B. Grantee has installed or plans to install underground and/or above-ground communications, broadband, cable television system or other similar facilities, including, without limitation, lines, cables, amplifiers and other electronic equipment, ~~and poles~~ (the "Facilities") on a portion of the Property, limited to a **five (5)** feet wide strip centered on each part of the Facilities as installed and co-located with the existing Puget Sound Energy facilities within the Property and depicted on Exhibit B attached hereto and incorporated herein by reference (the "Easement Area").
- C. Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a permanent, non-exclusive easement over, across, under and through the Easement Area for access to, and the installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, and over and across the Property for pedestrian and vehicular access and ingress to and egress from the Easement Area.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Easement

1. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement and right of way over, across, under, and through the Easement Area, together with a non-exclusive easement and right of way over, across, under, and through those portions of the Property as are reasonably necessary for Grantee to access the Facilities and perform such installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, whether by pedestrian or vehicular access.
2. The easement granted herein is for the purpose of allowing Grantee's employees, agents, and contractors to access, install, construct, operate, maintain, repair, reconstruct, replace or remove the Facilities, and Grantee shall not use the Easement Area for any other purpose.
3. Grantee shall have access to the Easement Area 24 hours a day, 7 days a week.
4. Certain additional equipment owned by Grantee ("Grantee's Equipment") is located on the Property. Grantee, its employees, agents, and contractors shall have the right to access, operate, maintain, repair, reconstruct, replace or remove Grantee's Equipment.
5. Easement Fee. As consideration for the rights provided to Grantee in this Agreement, Grantee shall pay to Grantor a one-time easement fee of \$1.00 (the "Easement Fee") which shall be due and payable within thirty (30) days of full execution of this Agreement.
6. Reservation of Right to Use. Grantor reserves the right of ownership, use, and occupancy of the Property insofar as said ownership, use, and occupancy does not impair the rights granted to Grantee in this Agreement. However, Grantor shall not use or occupy the Easement Area or the Property in any manner that impairs the rights granted to Grantee in this Agreement. Without limiting the foregoing, it is understood and agreed by Grantor that no building, structure, or other improvements of any kind may be placed by Grantor on the Easement Area; provided, however, that Grantor may install asphalt paving and curbing, cement surface sidewalks and curbs, sod, and other landscaping, turf irrigation lines, and other utility lines on the Easement Area and the Property (the "Improvements"), so long as the same do not interfere with the Grantee's use of the Easement Area. Any such improvements on the Easement Area shall not be installed until Grantor has obtained Grantee's prior written consent, which consent shall not be unreasonably withheld or delayed.
7. Repair of Damage. Grantee shall promptly repair any damage to the Easement Area, the Property, or the Grantor Improvements caused by the exercise of Grantee's rights granted under this Agreement. All damage to the Easement Area caused by Grantor, its agents, or employees shall be the sole responsibility of Grantor, including all maintenance and repair required to the Grantor Improvements.
8. Indemnity. Grantor shall indemnify, defend, and hold Grantee, its parents, subsidiaries, affiliates, directors, officers and employees harmless from and against any liabilities, claims, damages, costs, losses, or expenses arising out of or related to Grantor's (i) use of the Easement Area by it or its agents, employees, contractors, licensees, and invitees; (ii) negligent or willful act or omission; (iii) failure to comply with the terms of this Agreement; or (iv) interference with Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify, defend and hold Grantor, its affiliates, directors, officers, agents and employees and elected officials harmless from and against any liabilities, claims, damages, costs,

losses, or expenses arising out of or related to Grantee's (i) use of the Easement Area by it or its agents, employees, contractors, licensees, and invitees; (ii) negligent or willful act or omission; (iii) failure to comply with the terms of this Agreement; or (iv) interference with Grantor's use and enjoyment of the Easement Area.

9. Relinquishment. In the event that Grantee, in its sole discretion, determines that Grantee no longer needs the Easement Area, Grantee may relinquish the rights granted to it under this Agreement by quit-claiming Grantee's interest in the Easement Area to Grantor. Upon such relinquishment, Grantee may, at its option, leave in place all underground Facilities installed on the Easement Area, or may remove the same and repair and restore any damage to the Easement Area and the Property caused by such removal.
10. Notices. All notices, demand, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to Grantor: City of Oak Harbor
865 SE Barrington Way
Oak Harbor, WA 98277

If to the Grantee: Comcast Cable Communications Management, LLC
1525 75th Street SW, #200
Everett, WA 98203

With a copy to: Comcast Cable Communications Management, LLC
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2837
Attn: General Counsel

Delivery of any notice shall be deemed to be effective on the date of personal delivery, on the date set forth on the return receipt of registered or certified mail, or on the next business date of delivery to a nationally recognized overnight courier service, as the case may be.

11. Miscellaneous. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and there are no oral or other agreements existing between Grantor and Grantee with respect to the subject matter hereof which are not expressly set forth in this Agreement. This Agreement may be amended, revised, waived, discharged, released or terminated only by a written instrument executed by both parties hereto. All of the provisions of this Agreement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns. The easement granted herein shall run with the land and burden the Property. This Agreement shall be governed by the laws of the state in which the Property is located

IN WITNESS WHEREOF, Grantor and Grantee have executed this Facilities Easement Agreement as of the day and year first written above.

EXHIBIT A

Parcel A

Lot 2 of City of Oak Harbor Boundary Line Adjustment No. BND 04-00004 as approved June 17, 2004 and recorded June 17, 2004 in Volume 4 of Short Plats, Pages 53 and 54, under Auditor's File No. 4103820, records of Island County, Washington; being a portion of Government Lot 5, Section 2, Township 32 North, Range 1 East, W.M. and Reserve B of Ely's Addition to the Town of Oak Harbor, according to the Plat thereof recorded in Volume 2 of Plats, Page 27, records of Island County, Washington.

Situate in the County of Island, State of Washington.

Parcel B

The South 88.40 feet of the following described property:

That portion of Reserve "B" of Ely's Addition to the Town of Oak Harbor, according to the Plat thereof recorded in Volume 2 of Plats, Page 27, records of Island County, Washington, described as follows:

Beginning at the intersection of the South line of West Pioneer Way and the West line of 70th SW Street; Thence South 16°35' East 243.56 feet along said West line of 70th SW Street; Thence South 78°50' West 222.29 feet parallel with the South line of West Pioneer Way; Thence North 11°10' West 242.47 feet to said South line of West Pioneer Way; Thence North 78°50' East 200.00 feet along said South line to the Point of Beginning.

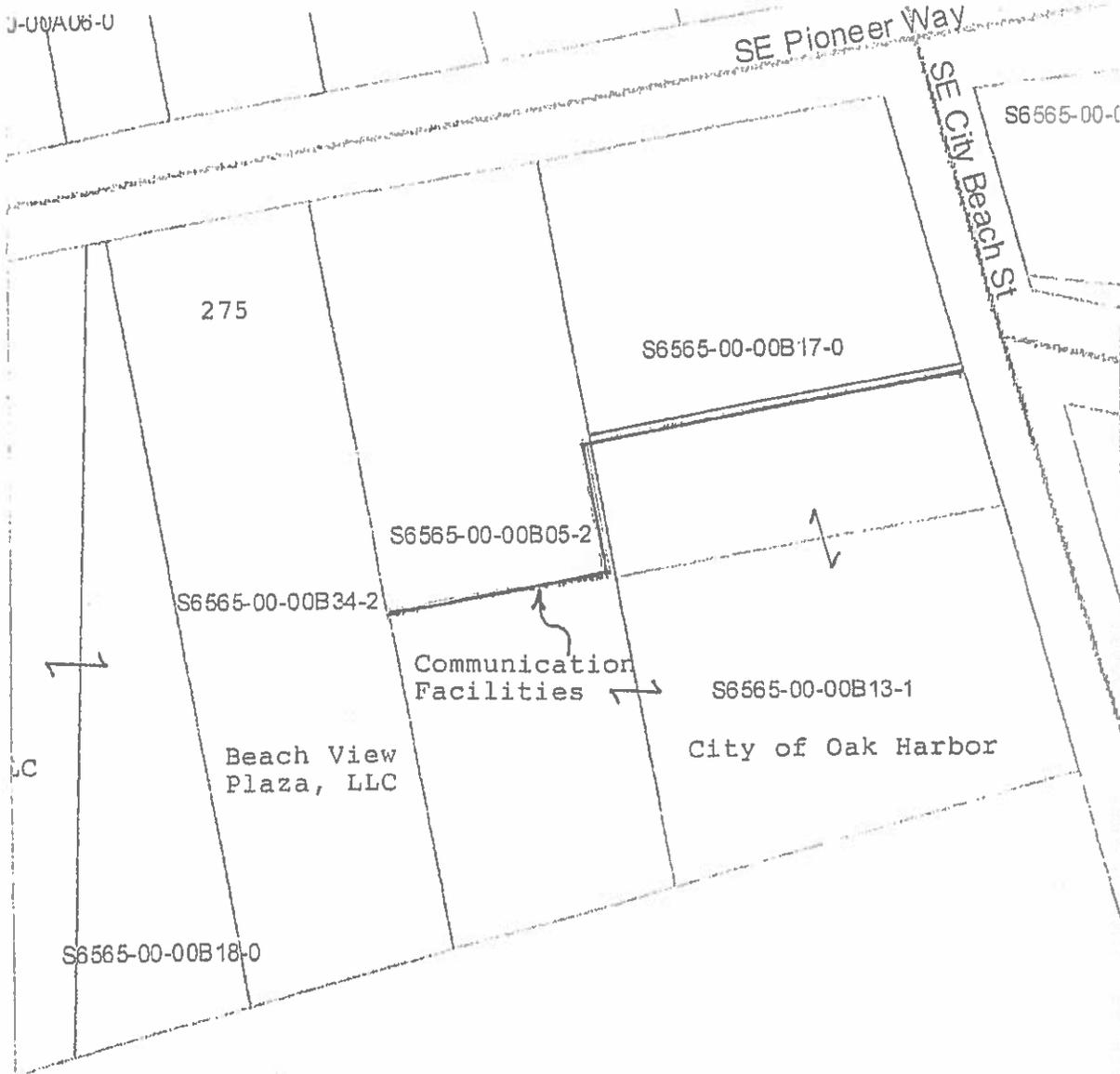
Situate in the County of Island, State of Washington.

EXHIBIT B

Sketch attached to pdf

Exhibit B

J-00A06-U



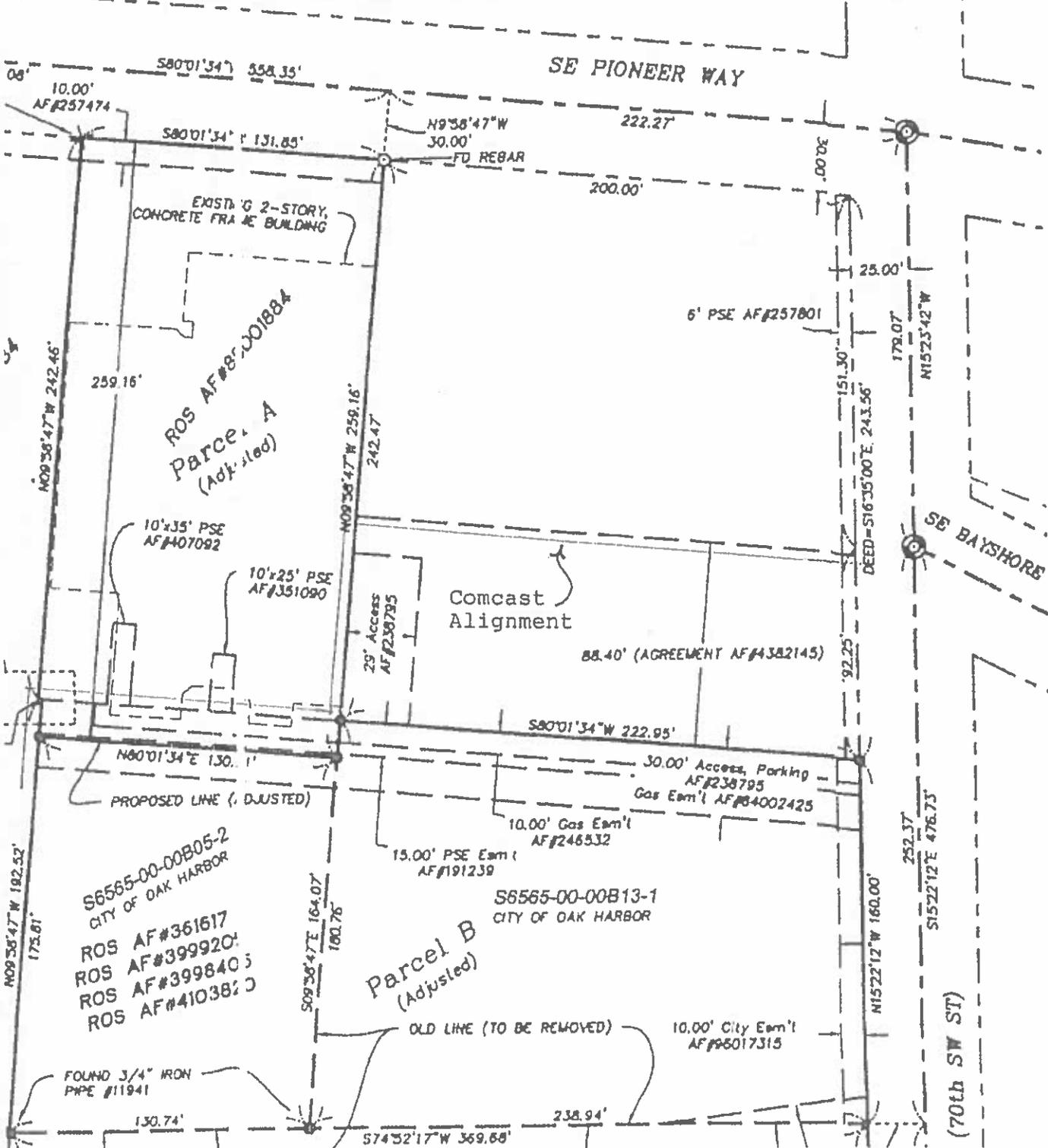
Township 32 North Range 1 East
 Section 2: part of Lot 2 BLA 04-00004
 part of Res. B, Ely's Add.
 Name: City of Oak Harbor

Not to scale

BLF1	BND-15-02
Cool Clean Water Facility	

3/4

F OAK HARBOR BOUNDARY LINE ADJUSTMENT BND 15.02



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

Bill No. 4.g.
Date: June 2, 2020
Subject: Interlocal Agreement: Island
County, Hoffman Trail

FROM: Cac Kamak, AICP, Interim Director, Development Services

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Authorize the Mayor to sign and enter into an interagency agreement with Island County to reimburse costs associated with the preliminary engineering and design for the Hoffman-Goldie Road Trail Project.

BACKGROUND / SUMMARY INFORMATION

The City and Island County partnered together in submitting a grant application to the Island Regional Transportation Planning Organization (IRTPO) to build a trail at the northern city limits along SR 20 from Hoffman Road to Midway Blvd. The trail will span the City and County and is therefore a joint project. The project was successful in receiving grant money for preliminary engineering and design. The grant funding does require a 13.5% local match. This match will be split equally between the City and County.

The grant money awarded for this project was \$1,010,000. Therefore, the project was scheduled in the City's Capital Improvement Plan with dollars to meet the local match of approximately \$68,175. This amount was split between years 2020 and 2023.

Island County and the City would like to initiate the project for preliminary design and engineering since work on this project will provide valuable information that can also help the City to better coordinate our trail efforts with the Navy's environmental cleanup efforts from the adjacent property. Entering into this agreement will indicate the City's commitment to get the project started.

LEGAL AUTHORITY

RCW 39.34

FISCAL IMPACT

This initial agreement's scope covers only project design for costs up to \$50,000. The City currently has \$28,483 budgeted in the current year. A budget amendment will be needed for the balance to be shifted from 2023/2024 to 2020 or 2021. This will be presented by the Finance Department and will come to the City Council for action.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

May 20, 2020 - City Council Workshop discussion

ATTACHMENTS

1. [Draft copy of Agreement](#)
2. [Capital Improvement Plan - Streets](#)

INTERAGENCY AGREEMENT
Reimbursable
Island County Public Works Department

“DRAFT”

This Interagency Agreement, dated _____ day of _____ 2020, is between **ISLAND COUNTY**, hereinafter referred to as “**COUNTY**”, and the **City of Oak Harbor**, hereinafter referred to as “**AGENCY**”. This Agreement is specific to a multiuse trail project connecting Hoffman Road, located in unincorporated Island County, to Goldie Street/Midway Blvd, located in the City of Oak Harbor, hereinafter referred to as “**PROJECT**”.

WHEREAS, COUNTY and **AGENCY** would like to engage in a joint venture to build **PROJECT** that spans both jurisdiction; and

WHEREAS, COUNTY and **AGENCY** jointly applied for a Surface Transportation Block Grant from Island Regional Transportation Planning Organization and were awarded \$1,010,000; and

WHEREAS, the grant requires a 13.5% match, which **COUNTY** and **AGENCY** will split equally and have budgeted in their respective Transportation and Capital Improvement Plans; and

WHEREAS, RCW Chapter 39.34 permits governmental agencies to enter into agreements with one another for joint or cooperative action; and

WHEREAS, COUNTY and **AGENCY** wish to enter into an agreement to initiate **PROJECT** and develop a method to share responsibilities and costs; and

WHEREAS, AGENCY is requesting from **COUNTY**, as a reimbursable request, assistance as described in Attachment A;

NOW, THEREFORE, for and in consideration of the mutual and valuable benefits to be derived by the parties pursuant to this Agreement:

WITNESSETH: It is hereby agreed by and between **COUNTY** and **AGENCY** as follows:

1. **AGENCY** agrees to:
 - a. Allow **COUNTY** to administer **PROJECT** for design.
 - b. To be involved and participate in all decisions related to **PROJECT**.
 - c. Reimburse **COUNTY** for **AGENCY’s** share of the costs associated with expenditure of grant dollars, with payment due within (30) days of receipt of bill.
 - d. Defend, hold harmless and indemnify **COUNTY**, its agents and employees from any and all claims, suits or actions, including the cost of defense, except those arising from the willful or negligent acts and omissions of **AGENCY’s** officers and employees while operating under this Agreement.

2. **COUNTY** agrees to:
 - a. Be the administrator of **PROJECT** and this Agreement through the Public Works Director or his/her designee.
 - b. Seek consensus and involvement by **AGENCY** on all decisions related to the design of **PROJECT**.
 - c. Submit an itemized invoice to **AGENCY** for reimbursement of **AGENCY's** share of the contributions for expenditures related to **PROJECT**.
 - d. Defend, hold harmless and indemnify **AGENCY**, its agents and employees from any and all claims, suits or actions, including the cost of defense, except those arising from the willful or negligent acts and omissions of **COUNTY's** officers and employees while operating under this Agreement.
3. **AGENCY** certifies that sufficient budgeted funds are available to cover the cost of the requested work or services, and that payment to **COUNTY** will be made within (30) days of receipt of bill. **COUNTY** will finance and budget its responsibilities under this Agreement.
4. No real or personal property will be jointly acquired for use in fulfilling this Agreement. Any such property used in this Agreement is the property of **COUNTY**.
5. It is agreed that any amendments, modifications, or changes to this Agreement must be in writing and approved by the parties, hereto.
6. This Agreement shall take effect upon full execution by **AGENCY** and **COUNTY**. It shall continue in force and effect through completion of the requested services as outlined in Attachment A, and reimbursement to Island County Public Works as outlined in Exhibit A.
7. Either party may terminate this Agreement early by providing a thirty (30) day written notice of the intent to terminate to the other party. **AGENCY** shall pay **COUNTY** for all requested work or services provided through the date of termination.
8. **Disputes.**
The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys' fees and costs.

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

9. **Filing.**

Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Island County Auditor or, alternatively, listed by subject on Island County’s website or other electronically retrievable public source.

10. Upon its entry into force, this Agreement shall be filed with the Island County Auditor or published on both parties web sites.

AGENCY:

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**

City of Oak Harbor
Name of Agency

Janet Saint Clair, Chair Date

Robert Severns, Mayor (Printed)

Helen Price Johnson, Member

Signature Date

Jill Johnson, Member

ATTEST: _____
DEBBIE THOMPSON
Clerk of the Board

ATTACHMENT A

The undersigned hereby requests that the following described work be performed by the Island County Public Works Department (Paths and Trails Division) for the City of Oak Harbor. It is understood that this work will be done at the convenience of the Public Works Department (Paths and Trails Division) and that the undersigned City of Oak Harbor will reimburse 50 percent of the total local monies spent on the **PROJECT**.

Invoicing for work performed will be based on actual labor/equipment/materials costs. Payment shall be due upon receipt of invoice.

DESCRIPTION OF WORK/SERVICE REQUESTED: The City of Oak Harbor proposes that Island County Public Works (Paths and Trails Division) perform Preliminary Engineering and Design for preparation of bid ready documents for development of the Goldie Street to Hoffman Road Trail Connector under PWP 20-01, JL No. 00095-0403.

Desired Completion Date: December 31, 2021

Total Local Cost Not to Exceed: \$100,000.00 (See Exhibit A)

- City of Oak Harbor Total Local Cost Not to Exceed: \$50,000.00
- Island County Total Local Cost Not to Exceed: \$50,000.00

The undersigned certifies that sufficient budgeted funds are available to cover the cost of the requested work or services, and that payment to the Island County Public Works Paths and Trails Road Fund will be made promptly unless otherwise modified in this Agreement.

Agency: City of Oak Harbor

Signed: _____

Title: _____

Date: _____

Request Reviewed and Approved:

Date: _____

WILLIAM E. OAKES, P.E.
Director / County Engineer
Island County Public Works

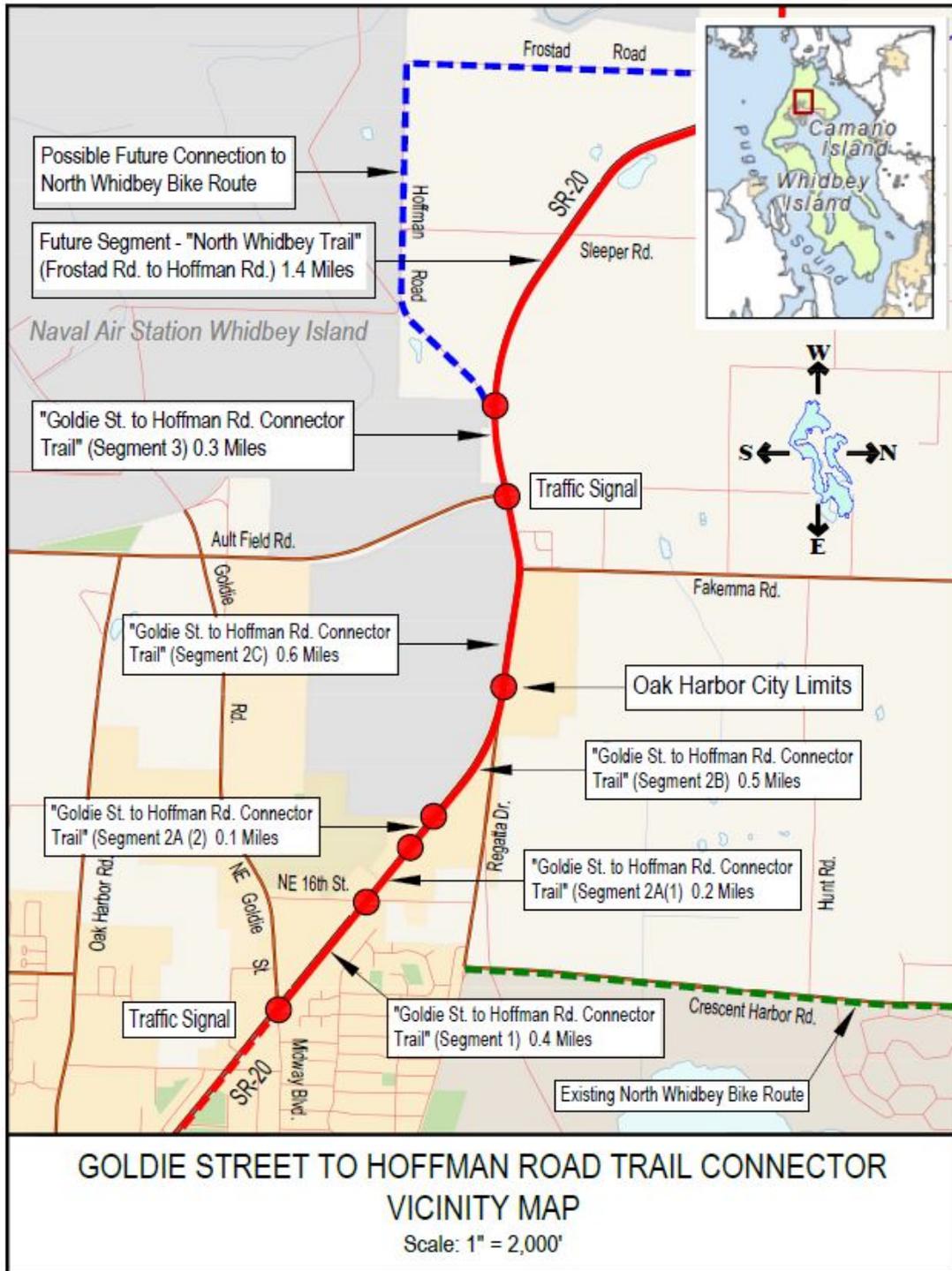
EXHIBIT A

Preliminary Engineering for Project Development will be performed by Island County Public Works (Paths and Trails Division). Project Vicinity limits begin at Goldie Street in the City of Oak Harbor City limits and end at Hoffman Road in Island County (See **Exhibit B** for Project Vicinity Map).

GOLDIE STREET TO HOFFMAN ROAD TRAIL CONNECTOR - PWP 20-01, JL 00095-0403	
Island County Public Works (Paths & Trails Division) and City of Oak Harbor Preliminary Engineering (PE) Local Cost for this Interagency Agreement – Reimbursable	
	Amount
<u>Island County Public Works PE 50% Local Cost Not to Exceed:</u>	<i>\$50,000.00</i>
<u>City of Oak Harbor PE 50% Local Cost Not to Exceed:</u>	<i>\$50,000.00</i>
<u>Project Development</u>	
<ul style="list-style-type: none"> • Topographic and Utility Survey, Route Planning, and Design • Geotechnical Exploration and Report • Wetland Delineation • Cultural Resource Assessment (if needed) • Project Coordination and Meetings • Plans, Specifications, and Engineer’s Estimate • Bid Document Preparation, Advertisement, and Award • WSDOT Permits and PSE Review of Trail Lease • Entry Permits and Grading Permits 	
<i>Subtotal PE:</i>	<i>\$100,000.00</i>
<i>Total PE Costs:</i>	
	<i>\$100,000.00</i>

EXHIBIT B

Project Vicinity Map



C:\Users\B\Mead\Documents\Projects\Goldie Street to Hoffman Rd\2019-03-24 Vicinity Map.dwg, 3/27/2020 2:28:28 PM, AutoCAD PDF (High Quality Plot).pc3

Capital Improvement Plan 2020-2025

Table 4.3 Streets (Non-Enterprise Funded)

Projects	Project Cost Estimate	2020	2020	2021	2022	2023	2024	2025
		Approved Budget	Project Budget (2020+2019 Balance)*					
Annual Street Improvements	3,250,000	400,000	1,241,538	400,000	400,000	400,000	400,000	400,000
Waterfront Trail (Veteran's Park)	219,917		217,963					
NE 7th Avenue	4,200,000	218,035	498,035		224,479	399,799	3,077,687	
Hoffman to NE 16th Ave Trail	78,815	28,483	28,483			9,364	40,968	
NW Heller Street Overlay	383,740					39,200	344,540	
Shoreline Restoration: Midway to Regatta	1,400,000	100,000	199,547	300,000	300,000	300,000	300,000	
SR-20 and Fakkema Road Property Access Road	560,000		550,141					
Capital Project Expenditures	10,092,472	746,518	2,735,707	700,000	924,479	1,148,363	4,163,195	400,000
Revenue Sources		2020	2020	2021	2022	2023	2024	2025
Contributions from Beginning Fund Balance:			1,989,189					
Streets (Fund 101)		325,000	325,000	375,000	375,000	375,000	375,000	350,000
Transportation Impact Fees (Fund 105)		57,918	57,918		30,305	63,337	446,803	
General Fund			0				71,500	
Arterials (Fund 104)			0			8,000	63,813	
REET 1		50,000	50,000	50,000	50,000	50,000	50,000	50,000
REET 2		50,000	50,000	50,000	50,000	50,000	50,000	50,000
Grants		188,600	188,600		194,174	377,026	2,881,079	
Water		25,000	25,000	75,000	75,000	75,000	75,000	
Sewer		25,000	25,000	75,000	75,000	75,000	75,000	
Storm Drain		25,000	25,000	75,000	75,000	75,000	75,000	
Revenue Total		746,518	2,735,707	700,000	924,479	1,148,363	4,163,195	400,000

* Project Budget is the 2020 approved budget + the balance from 2019 as of Sept 30, 2019 for projects that are still under implementation.

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

Bill No. 5.c.i.
Date: June 2, 2020
Subject: City Council Vacancy

FROM: Blaine Oborn, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Move to approve the proposed schedule for filling City Council Position No. 7 as attached.

BACKGROUND / SUMMARY INFORMATION

Councilmember Larsen vacated Position No, 7 on May 15, 2020. Per RCW 42.12.070, the City Council must fill the vacancy within 90 days. This means the vacancy must be filled by August 15, 2020.

Right now, the Council has two meetings scheduled in July. The regular meeting of July 7th and the regular workshop of July 22nd. Staff is proposing a special meeting on July 14th to review the qualified applicants and create a shortlist.

History – The last time a vacancy occurred that required appointment was November 2015. The City Administrator reported on the Council vacancy for Position No. 4, and the procedure for filling the vacancy at the December 1, 2015 Council meeting. Legal notices to advertise for applications were placed in the Whidbey News Times for four consecutive weeks December 5-26, 2015 with a deadline of January 4, 2016 for applications to be submitted to the Clerk’s Office. On January 12, 2016 the Council held a special meeting to review the qualified applicants and create a shortlist. On the January 19, 2016 regular Council meeting, the Council conducted interviews of the shortlisted candidates, then went into Executive Session to discuss the candidates, and came out of executive session and resumed the open session to make the final appointment and conduct the swearing in of the new Councilmember.

LEGAL AUTHORITY

RCW 42.12.070

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Proposed Schedule for filling City Council Vacancy](#)
2. [Proposed Application for Appointment to Oak Harbor City Council Position No. 7](#)

Proposed Schedule for filling City Council Vacancy

June 2, 2020 – Regular Council Meeting	Approve the procedure for filling the City Council Vacancy, Council Position No. 7
June 6, 13, 20, and 27, 2020	Advertise the Vacancy in the legal section of the Whidbey News Times
July 6, 2020 – 4:30 P.M.	Deadline for applications submittal to the Clerk’s Office
July 14, 2020 Special Meeting	Review Qualified Applications and create Shortlist. Applicants must be a registered voter in Island County and must reside within the Oak Harbor City Limits.
August 5, 2020 Special Council Meeting – This is a Regular Business Meeting that was originally moved from August 4 th due to National Night Out and was published as such. As National Night Out has been rescheduled to October, Council could elect to move this meeting back to the August 4 th date with appropriate notice.	Interview Candidates on Shortlist. Discuss Shortlist Candidates in Executive Session, then resume open session to make final appointment and swear in selected Candidate.

Notes:

Councilperson Larsen vacated Position No, 7 on May 15, 2020. Per RCW 42.12.070, the City Council must fill the vacancy within 90 days. This means the vacancy must be filled by August 15, 2020.

Right now, the Council has two meetings scheduled in July. The regular meeting of July 7th and the regular workshop of July 22nd. After discussion, we will move forward with a Special meeting on July 14, 2020 for a review of qualified candidates.

History – The last time a vacancy occurred that required appointment was November 2015. The City Administrator reported on the Council vacancy for Position No. 4, and the procedure for filling the vacancy at the December 1, 2015 Council meeting. Legal notices to advertise for applications were placed in the Whidbey News Times for four consecutive weeks December 5-26, 2015 with a deadline of January 4, 2016 for applications to be submitted to the Clerk’s Office. On January 12, 2016 the Council held a special meeting to review the qualified applicants and create a shortlist. On the January 19, 2016 regular Council meeting, the Council conducted interviews of the shortlisted candidates, then went into Executive Session to discuss the candidates, and came out of executive session and resumed the open session to make the final appointment and conduct the swearing in of the new Councilperson.

Prior to this a vacancy occurred in 2012. At that time questions were raised by the public about the process of RCW 42.30.110 (1) (h) and whether Council had gone beyond the permitted boundaries in their discussion.

(h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;

This is something to be mindful of moving forward.

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

Bill No. 5.c.ii.
Date: June 2, 2020
Subject: CWF/Windjammer Park - Status
of Punchlist Items with Hoffman
Construction

**FROM: Cathy Rosen, Public Works Director
Jim Bridges, City Engineer**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

This report is submitted for status purposes and no action is required.

BACKGROUND / SUMMARY INFORMATION

City Council requested a status report on the completion of the Clean Water Facility and Windjammer Park.

The Clean Water Facility went into partial operation November 2019. The dryer was partially operational in September of 2020 and the Park was opened in July of 2019. While substantially complete, active construction continued into 2020.

An initial punchlist was developed in the summer of 2019. With approximately 100 subcontractors and hundreds of workers, quality control on the project required a systematic approach. Until late summer, outstanding contract issues were considered incomplete contract work or corrective items, so starting a punchlist was premature.

Completion of a punchlist usually means that the contractors active construction work is complete. Administrative and warranty items are not normally included in that definition. Contractual funds are being withheld pending completion of punchlist items.

Due to contractual issues regarding the biosolids dryer, this item will remain unresolved indefinitely. Several warranty items are weather related or are impacted by the COVID-19 virus work restrictions.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$0.0

Appropriation Source: Multiple

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

There have been no previous City Council actions regarding the punchlist status.

ATTACHMENTS

1. [Attachment A - Hoffman Punchlist Status 05/28/20](#)

CWF Punclist Status 5/28/20

Item #	Area	Issue	Owner	Status	Comment
280	Area 20	Nutrient Tank needs signage for quantities and location	Biorem	Closed	Whidbey Signs?
378	Area 50	Bar scraper replacement	Haarslev	Open	emailed 10/15/19. Bar needed
379	Area 50	Diverter valve needs to be 300 ft/lbs instead of 300 in/lbs	Haarslev	Open	emailed 10/15/19. Direction from COH to go pneumatic
361	Area 50	Condenser ducting still leaks onto dryer/burner area	Haarslev/UMC	Open	Mist eliminator upside down?
325	Park	Plastic zip-strips need to be removed at concrete flat work	Interwest/HSI	Closed	Removed by John Seith
322	Park	O&Ms and As-builts for park to COH	HCC	Closed	Loaded to BOX but need to add TOC.
352	Admin	Control Room door rubs on jamb and lock cylinder is loose	Pacific Glass	Closed	emailed 11/21 and 12/17
354	Admin	Patio door not sealed at top, not installed square	Pacific Glass	Closed	see photos emailed 11/21 and 12/17
320	Park	Dry spot in turf area in front of West Kitchen due to coverage	PEW	Open	Weather related
387	Area 20	Grit Pump PMP-20.35 and PMP-20.36 need correct motor heaters (120 V, 52W) installed - correct motor heaters were installed. No longer UMC issue. Ref submittal 228 and 690-11312C.	UMC	Closed	In progress. Change Xfmr in MCC? 1.5amp to 2 amp submittal
340	Area 20	MCC room door does not close square - appears bent or installed not square	Valdez	Closed	
281	Area 20	Training or information about grit pump flow meter has not been shared. Is this meter capable of working properly on a 4" pipe? It appeared to have a min. size capability of 6"	Carollo	Closed	UMC mounted, Valley provided. FIT-20.36.02 (20E07) sub 195-17306-1 range 3/4"-5". 12/17: not communicating with SCADA; 1/3: discussed with MB
339	Area 20	MCC room door does not lock. Card reader access control needs to be finalized; Training	Valley	Closed	Access control questions. No coiling doors.
332	Inner Yard	Install pedestals for card readers at gate entry	Valley	Closed	coordinate with IC!
326	Maint. Bldg.	Bird deterrent box is installed in the mezzanine but not hooked up	Axiom	Closed	to be investigated by Valley; 1/22: Cored hole
319	Park	Starfish control is not working at Splash Park	Water Odyssey	Closed	Warranty Item - email from Brett 1/13/20

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

Bill No. 6.a.
Date: June 2, 2020
Subject: Ordinance No. 1897: Budget
Amendment No. 4 to the 2019-
2020 Budget

FROM: Patricia Soule, CPA Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

A motion to approve Ordinance No. 1897 Budget Amendment #4 amending the 2019-2020 Biennial Budget.

BACKGROUND / SUMMARY INFORMATION

The City has determined a need for a Budget Adjustment and Amendment to the 2019-2020 biennial budget for Union contracts for 2020 and staff separation and/or position adjustments, transferring funds into Clean Water Facility Project Budget, transferring projects out of Streets Capital Project Fund into Arterial Capital Projects Funds, and transferring funds between Facility Replacement Fund into Vehicle Replacement Fund that was coded incorrectly during the budget.

- 1) The adjustment needed for the General Fund mainly involve approved Union contracts for Fire, Police Non-Comm, Teamsters - Public Works; Fire ICOM contract increase for 2020, staff separation with accrued leave, Police (2) positions added and internal promotions, and position adjustments create additional un-budgeted costs of \$345,670; the funding will come from Beginning Fund Balance of \$1,362,441 and will reduce that budgeted balance to \$1,016,771.
- 2) The adjustment needed for the Enterprise and Internal Service Funds (Streets, Water, Storm Drain, Marina, and ERR) are needed mainly involve approved Union contract for Teamsters-Public Work and Teamsters - Marina; retirement of a long-term public works director with accrued leave with salary split between Streets/Water/and Shop and it will create a need for total adjustment of \$201,200; the funding will come from Beginning Fund Balance in each fund with a combined amount of \$7,981,082 and will reduce the \$7,779,882.
- 3) The amendment needed for the Clean Water Facility budget needs to be adjusted for the June 4, 2019 approved amendment to the KBA contract; it was indicated we would use REET2 funds for that shortfall and this amendment will transfer the \$100,000 from REET2 into the Clean Water Facility.

4) The amendment needed to move the Arterial Projects out of the Streets Project fund to ensure they are track correctly; the amount we will transfer between the two funds is \$216,518.

5) The amendment needed to correct funds budgeted into Facility Replacement Fund into Vehicle Replacement Fund as it was budgeted incorrectly in the amount of \$20,567.

LEGAL AUTHORITY

RCW 35A.33.120

FISCAL IMPACT

In the case of the Union adjustment and other changes the funds, they all have budgeted beginning fund balance, so no additional funds will be required. The only impact is the reduction of beginning fund balance.

In the case of transferring between funds, it is for moving money between fund versus needing new money added to allow for the projects on this amendment to proceed.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Ordinance No. 1897 Budget Amendment #4 to the 2019-2020 Biennial Budget](#)
2. [Budget Amendment Details](#)

ORDINANCE NO. 1897

AN ORDINANCE OF THE CITY OF OAK HARBOR TO FOR AMENDMENT #4 TO THE 2019-2020 BIENNIAL BUDGET FOR INCREASES TO 2020 APPROPRIATION AUTHORITY.

WHEREAS, the City has determined that a budget amendment is needed for fiscal year 2019 of the 2019-2020 Biennial Budget for required increases in 2020 appropriation authority; and

WHEREAS, the City has determined that a budget adjustment is needed to adjust for the 2020 impacts from the union negotiation for teamsters-pw, fire and police non-commissioned employees, employee separations, position additions, and position revisions. There is also a need to adjust the ICOM Fire Budget for increased contract charges of \$9,500. The additional funding of \$345,670 will be funded by General Fund Budgeted Fund Balance (cash). This will not change the total appropriated budget for General Fund but will reduce budgeted fund balance from \$1,362,441 to \$1,016,771; and

WHEREAS, the City has determined that a budget adjustment is needed to adjust for the 2020 impacts from the union negotiation for teamsters-public works and teamsters-marina, employee separations, and position adjustments. The additional funding of \$201,200 will be funded by Enterprise and Internal Service Fund Budgeted Fund Balance (cash). This will not change the total appropriated budget for Enterprise and Internal Service Funds (Streets, Water, Storm Drain, Marina, and Equipment Repair) but will reduce budgeted fund balance from \$7,981,082 to \$7,779,882; and

WHEREAS, the City has determined that a budget amendment is needed to move for the 2020 impacts of \$100,000 to Clean Water Facility Project (422) to cover the KBA amendment #4 on June 4, 2019; the additional funding REET 2 Funding (312) as indicated on the agenda bill; and

WHEREAS, the City has determined a budget amendment is needed move the Hoffman Trail and 7th Ave projects out of the Streets Capital Project Fund (102) into the Arterials Capital Project Fund (103) as the above project are for Arterial Street Projects; the transfer between funds will be \$216,518 (\$28,483 Hoffman and \$218,035 7th Ave); and

WHEREAS, the City has determined a budget amendment is needed to move funding transferred into the Facility Replacement fund (504) that should have been recorded in the Vehicle Replacement Fund (502) in the amount of \$20,657; and

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

Section One: The revenues and expenditures for the applicable funds are hereby amended for the budget year 2019 as set forth below:

<u>Fund Name</u>	<u>Fund #</u>	<u>Previous Budget</u>	<u>Amendment</u>	<u>Amended Budget</u>
CLEAN WATER FACILITY	422	\$ 1,313,732	\$ 100,000	\$ 1,413,732

PROJECT FUND				
STREETS CAPITAL PROJECTS	102	\$ 2,093,762	\$ <216,518>	\$ 1,877,244
ARTERIALS CAPITAL PROJECTS	103	\$ 37,800	\$ 216,518	\$ 254,318
EQUIPMENT REPLACEMENT FUND	502	\$ 11,825,904	\$ 20,657	\$ 11,846,561
FACILITY REPLACEMENT FUND	504	\$ 1,113,882	\$ <20,567>	\$ 1,093,315

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

Section Three: The project funds that have been budgeted will remain budgeted until the project has been completed or it is determined that the project will not occur.

Section Four: Effective Date. This Ordinance shall take effect five days after publication as provided by law.

Adopted by the City Council this 2nd day of June 2020.

CITY OF OAK HARBOR

ROBERT SEVERNS, MAYOR

Attest:

Approved as to Form:

Julie Lindsey, City Clerk

Anna Thompson, Interim City Attorney

PAYROLL ADJUSTMENT NEEDED FOR SHORTAGES DUE TO UNION OR OTHER APPROVED PROCESSES

GENERAL FUND		BFB before ADJ	BFB after ADJ
City Council	(9,300)		
City Administration	(3,000)		
Development Services	(32,500)		
Police	(159,700)		
Fire	(131,670)		
	(336,170)	\$ 1,362,441	\$ 1,026,271
Fire ICOM contract increase	(9,500)		(9,500)
	(345,670)		\$ 1,016,771

ENTERPRISE AND INTERNAL SERVICES FUNDS

Streets	(44,500)	1,213,071	1,168,571.00
Water	(107,500)	5,823,427	5,715,927.00
Storm Drain	(16,000)	868,413	852,413.00
Marina	(31,000)	1,079,566	1,048,566.00
ERR	(2,200)	209,676	207,476.00
	(201,200)	\$ 7,981,082	\$ 7,779,882

**** Union Negotiations (teamsters (PW and Marina), PD-Non-Comm, and Fire)**

GENERAL FUND

- ** City Council - Received increase to Salary from Salary Commission recommendation**
- ** City Admin - Staff separation and new hire**
- ** Development Services - Long term staff separation costs (leave balances)**
- ** Police, adding two (2) officers and internal promotions (PD-Comm Union adjustment already in budget)**
- ** Fire Union Negotiations for 2020.**

ENTERPRISE AND INTERNAL SERVICE FUNDS

- ** Streets, Water, Storm Drain, Marina, and ERR - Union negotiation for Teamsters (PW and Marina)**
- ** Long-Term staff retirement, payout of accrued leaves (not budgeted) Streets & Water**

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

Bill No. 6.b.
Date: June 2, 2020
Subject: Ordinance No. 1899: Utility
Rate Increase (continued from
May 05, 2020)

FROM: Patricia Soule, CPA, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Continued discussion regarding Utility Rate Ordinance with more options for Council to consider and recommend.

BACKGROUND / SUMMARY INFORMATION

Council requested additional information and HDR, Inc. has a presentation to detail out those additional options for Council to determine next steps and which option they would like staff to bring forward an updated ordinance for approval of Utility Rate increases.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

See attachment for details on previous action.

ATTACHMENTS

1. [May 5, 2020 Agenda Packet](#)
2. [Utility Rate study update by Shawn Koorn](#)

City of Oak Harbor
City Council Agenda Bill

Bill No. 6. a.
Date: May 5, 2020
Subject: Ordinance No. 1899: Utility
Rate Increases

FROM: Patricia Soule, CPA, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Motion to approve Ordinance No. 1899 Adopting Utility Rates for three years.

BACKGROUND / SUMMARY INFORMATION

The City of Oak Harbor contracted with HDR, Inc. to do a rate study on all four utilities and advise the best course for the city to ensure O&M, debt service, planned capital improvements, and ending fund balances were maintained at the current policy levels. After discussion and direction from Council, staff came back with 3 option for council to consider. Option 1 revised CIP for Storm Drain and Water and reduced fund reserve target to 20% for Storm Drain and Solid Waste; Option 2 included the Option 1 changes and also removed the interpretive center contributions from all utility funds contributing and removed the project from the Wastewater Fund; Option 3 was for no changes to rates in 2020. During the April 26, 2020 Workshop, Council indicated Option 2 was preferred for 3-years and Ordinance 1899, presented for approval, represents Option 2 rates over a 3-year period.

The Storm Drain Fund rate was set by Ordinance #1587 starting 12/20/2010 - 12/20/2014. The rate has remained the same since 2014. The rates were outlined in the presentation provided by HDR, Inc. and are attached to this agenda bill. The proposed new rates would start on 6/20/2020 and be increased for 2021 and 2022 on 12/20/2020 and 12/20/2021.

The Water Fund rate was set by Ordinance #1587 starting 12/20/2010 - 12/20/2014. The rate has remained the same since 2014. The rates were outlined in the presentation provided by HDR, Inc. and are attached to this agenda bill. The proposed new rates would start on 6/20/2020 and be increased for 2021 and 2022 on 12/20/2020 and 12/20/2021.

The Solid Waste Fund rate was set by Ordinance #1510 starting July 3, 2007 and the rate has remained the same since then (13 years). The rates were outlined in the presentation provided by HDR, Inc. and are attached to this agenda bill. The proposed new rates would start on 6/20/2020 and be increased for 2021 and 2022 on 12/20/2020 and 12/20/2021.

The Wastewater Fund rate was set by Ordinance #1587 starting 12/10/2010 through 12/10/2015 and then updated to build up fund balance for the Clean Water Facility by Ordinance #1760 starting 12/20/2016 through 12/20/2018. The proposed rate increase for 2020 through 2023 have been calculated and presented to council as approximate rates based on the known costs at the time of the calculations. The rates were presented but not adopted on March 15, 2016 for 2020 - 2023; presented again for informational purposes on September 25, 2016; March, 5, 2018; May 1, 2018; January 22, 2020, final rates using option 2 presented to council on March 25, 2020. The rates were outlined in the presentation provided by HDR, Inc. and are attached to this agenda bill. The proposed new rates would start on 6/20/2020 and be increased for 2021 and 2022 on 12/20/2020 and 12/20/2021.

LEGAL AUTHORITY

Washington State RCW 35.67.020 provides the authority for cities to construct and operate sewage and storm water systems, and RCW 35.92.010 provides the authority for cities to construct and operate waterworks, as well as fix rates and charge for these systems.

In the Oak Harbor Municipal code the utility rates must be set by ordinance in accordance with OHMC 12.40.085 (storm water); OHMC 13.32.025(2) (water); OHMC 14.05.030 (wastewater); and OHMC 15.04.150 (Solid Waste).

Per State RCW 35A.21.152 for any change in rates "The notice shall be available to affected ratepayers at least forty-five days prior to the proposed effective date of the rate increase."

FISCAL IMPACT

Proposed rate increases will increase revenue to cover the O&M, Debt Service, Capital Improvements and ensure Ending Fund Balance remains at 25% of Revenue for Water and Wastewater and 20% for Storm Drain and Solid Waste.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

February 18, 2020 – Regular Meeting: New utility rate increase presented. No action was taken by Council. Item Scheduled for March workshop for further discussion.

March 25, 2020 - Workshop: New options were presented based on Council comments and previously submitted questions. Council requested additional time to review the options presented. Item scheduled for the April Workshop for further discussion.

April 22, 2020 – Workshop: Overview of options presented at March workshop. Further Council questions received and answered, and option 2 was the option chosen by participating Council members.

ATTACHMENTS

1. [Ordinance 1899: Three Year rates for all Utility Funds](#)
2. [Utility Rate Updates](#)

ATTACHMENTS CONTINUED

3. [Rate Study PowerPoint \(workshop\)](#)
4. [05.02.20 Notice of Public Hearing](#)

ORDINANCE NO. 1899

AN ORDINANCE OF THE CITY OF OAK HARBOR ESTABLISHING THREE-YEAR RATES FOR WATER, WASTEWATER, SOLID WASTE, AND STORM DRAIN SERVICES.

WHEREAS, the City of Oak Harbor wishes to establish water, wastewater and storm drain utility rates which will cover the costs of operating these utility systems and the costs of necessary capital improvements and which are fair and equitable to all classes of customers; and

WHEREAS, the City of Oak Harbor wants to target a 25% Ending Fund Balance in Water and Wastewater utility funds to protect against uncertainty in the economy; and

WHEREAS, the City of Oak Harbor wants to reduce the targeted 25% Ending Fund Balance to 20% for Solid Waste and Storm Drain;

WHEREAS, the City of Oak Harbor retained the services of HDR Engineering Inc. (HDR) to perform a comprehensive rate study of the City's Water, Wastewater, Storm Drain and Solid Waste utilities; and

WHEREAS, the comprehensive rate study prepared by HDR considered the operational costs and the costs to provide service to each class of customer in the Water, Wastewater, Storm Drain and Solid Waste utilities; and

WHEREAS, HDR has concluded that the current rate structures for the Water, Wastewater, Storm Drain, and Solid Waste utilities require amendments to reflect the financial needs for operations and capital improvements for each utility and to properly allocate those costs to classes of customers; and

WHEREAS, the City Council has adopted policies for the establishment of rates for water, wastewater, storm water, and solid waste service; and

WHEREAS, RCW 35.67.020 provides the authority for cities to construct and operate sewage and storm water systems, and RCW 35.92.010 provides the authority for cities to construct and operate waterworks, as well as fix rates and charge for these systems; and

WHEREAS, the utility rates must be set by ordinance in accordance with OHMC 12.40.085 (storm water); OHMC 13.32.025(2) (water); OHMC 14.05.030 (wastewater); and OHMC 15.04.150 (Solid Waste).

Now, therefore,

THE CITY COUNCIL OF THE CITY OF OAK HARBOR do ordain as follows:

Section One. Pursuant to the policies established in Ch. 13.32 OHMC, the following rates are set for water service by the City of Oak Harbor Water Utility:

MONTHLY WATER BASE RATE (Res, Comm, Church, Schools, Irr)	Effective 6/20/2020	Effective 12/20/2020	Effective 12/20/2021
5/8" or 3/4"	\$ 26.25	\$ 26.25	\$ 26.25
1"	47.80	47.80	47.80
1 1/2"	95.65	95.65	95.65
2"	153.00	153.00	153.00
3"	286.90	286.90	286.90
4"	478.15	478.15	478.15
6"	433.15	956.28	956.28
8"	693.00	1,530.04	1,530.04
MONTHLY WATER BASE RATE (Multi-Family & Multi-Commercial)			
Per Unit Base Rate	\$ 22.30	\$22.30	\$22.30
Consumption - per 1 CCF (100 Cubic Feet)			
Single Family & Multi-Family (per unit)			
0 – 3 CCF	\$ 2.85	\$ 2.85	\$ 2.85
4 – 6 CCF	4.30	4.30	4.30
7 CCF and above	6.75	6.75	6.75
Commercial (per unit), Schools, Churches & Non-Profits			
0 – 10 CCF	\$ 3.50	\$ 3.50	\$ 3.50
11 – 20 CCF	3.75	3.75	3.75
Above 21 CCF	4.10	4.10	4.10
Irrigation			
0 – 10 CCF	\$ 4.45	\$ 4.45	\$ 4.45
Above 11 CCF	5.50	5.50	5.50
* Outside City limit rates are subject to a 1 1/2 rate differential			

Section Two. Pursuant to the policies established in Ch.14.05 OHMC, the following rates are set for wastewater (sewer) service by the City of Oak Harbor Wastewater Utility:

MONTHLY WASTEWATER RATE	Effective 6/20/2020	Effective 12/20/2020	Effective 12/20/2021
Residential			
Monthly Base Rate	\$ 109.95	\$ 117.65	\$ 125.89
Multi-Family/Unit			
per Customer/Unit	\$ 83.55	\$ 89.40	\$ 95.66
per Account	10.87	11.63	12.44
Commercial, Churches & Non-Profits			
Monthly Base Rate	\$ 95.52	\$ 102.21	\$ 109.36
Volume/Flow (CCF)	11.55	12.36	13.23
Schools			
Monthly Base Rate	\$ 76.42	\$ 81.77	\$ 87.49
Volume/Flow (CCF)	11.55	12.36	13.23
<i>* Outside City limit rates are subject to a 1 1/2 rate differential</i>			
<i>** Commercial Laundromats will receive a 10% reduction in the water consumption rate to accommodate for evapotranspiration that occurs during the drying process.</i>			

Section Three. Pursuant to policies established in Ch. 12.40 OHMC, the following rates are set for storm water service by the City of Oak Harbor Storm Drain Utility:

MONTHLY STORM DRAIN RATE	Effective 6/20/2020	Effective 12/20/2020	Effective 12/20/2021
Residential			
Single Family - per account	\$ 14.22	\$ 14.50	\$ 14.79
Multi-Family - per unit	14.22	14.50	14.79
Commercial per ERU			
Commercial	\$ 14.22	\$ 14.50	\$ 14.79
Multi-Commercial	14.22	14.50	14.79
Hotel/Motel	14.22	14.50	14.79
Commercial & Residential	14.22	14.50	14.79
Schools	14.22	14.50	14.79
Churches & Non-Profits	14.22	14.50	14.79
North Whidbey Enterprise Area	4.07	4.15	4.23

Section Four. Pursuant to the policies established in Ch. 15.04 OHMC, the following rates are set for solid waste service by the City of Oak Harbor Solid Waste Utility:

MONTHLY SOLID WASTE RATE	Effective 6/20/2020	Effective 12/20/2020	Effective 12/20/2021
Roll-Cart Charges			
20-gallon	\$ 15.47	\$ 16.48	\$ 17.47
35-gallon	21.19	22.57	23.92
65-gallon	35.52	37.83	40.10
95-gallon	47.25	50.32	53.34
Front-Load Dumpsters			
Monthly Rental Charge			
1yd	\$ 20.86	\$ 22.22	\$ 23.55
2yd	24.12	25.69	27.23
3yd	27.37	29.15	30.90
4yd	30.63	32.62	34.58
6yd	37.15	39.56	41.93
Weekly pickup charges (per pickup/week)			
1yd	\$ 88.51	\$ 94.26	\$ 99.92
2yd	162.48	173.04	183.42
3yd	234.89	250.16	265.17
4yd	304.04	323.80	343.23
6yd	409.67	436.30	462.48
Monthly Compactor Charges (per pickup/week)			
4yd	\$ 871.29	\$ 927.92	\$ 983.60
6yd	1,300.26	1,384.78	1,467.87

Section Five. Copies of Utility Rate Ordinance Posted and On File. A copy of this utility rate ordinance shall be on file with the city clerk and shall be available for inspection and copying by the public. A copy of this utility rate ordinance shall also be posted on the City’s website.

Section Six. Rate Review. On an annual basis, the Mayor shall direct the review of all utility rates included in this chapter to determine whether adjustments should be recommended to City Council. Proposed rate adjustments shall be made with the intent of meeting the purpose of Oak Harbor Municipal Code Chapter 13.32.

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

Section Eight. Effective Date. This Ordinance shall be in full force and effective on June 20, 2020. PASSED by the City Council this 5 day of May 2020.

THE CITY OF OAK HARBOR

Veto ()
Approve ()

Mayor

Date

Attest:

Carla Brown, City Clerk

Approved as to Form:

City Attorney

Published: _____

WATER RATES

	<i>Present</i>	<i>Proposed</i>				
	2019	2020	2021	2022	2023	2024
Monthly Base Rate (Res, Com, Church, School, Com/Res, Irr)						
5/8" or 3/4"	\$26.25	\$26.25	\$26.25	\$26.25	\$26.78	\$27.32
1"	47.80	47.80	47.80	47.80	48.76	49.74
1 1/2"	95.65	95.65	95.65	95.65	97.56	99.51
2"	153.00	153.00	153.00	153.00	156.06	159.18
3"	286.90	286.90	286.90	286.90	292.64	298.49
4"	478.15	478.15	478.15	478.15	487.71	497.46
6"	433.15	956.28	956.28	956.28	975.41	994.92
8"	693.00	1,530.04	1,530.04	1,530.04	1,560.64	1,591.85
 Per Unit Base Rate						
Multi Fam & Com	\$22.30	\$22.30	\$22.30	\$22.30	\$22.75	\$23.21
 Consumption - \$ / CCF						
<i>Single Family & Multi Family (per Unit)</i>						
0 - 3 CCF	\$2.85	\$2.85	\$2.85	\$2.85	\$2.91	\$2.97
4 - 6 CCF	4.30	4.30	4.30	4.30	4.39	4.48
Above 7 CCF	6.75	6.75	6.75	6.75	6.89	7.03
 <i>Commercial (per unit), Churches, Schools, Non-Profit</i>						
0 - 10 CCF	\$3.50	\$3.50	\$3.50	\$3.50	\$3.57	\$3.64
11 - 20 CCF	3.75	3.75	3.75	3.75	3.83	3.91
Above 21 CCF	4.10	4.10	4.10	4.10	4.18	4.26
 <i>Irrigation</i>						
0 - 10 CCF	\$4.45	\$4.45	\$4.45	\$4.45	\$4.54	\$4.63
Above 11 CCF	5.50	5.50	5.50	5.50	5.61	5.72
 * Outside City limit rates are subject to a 1 1/2 rate differential *						

WASTEWATER RATES

	<i>Present</i>	<i>Proposed</i>				
	2019	2020	2021	2022	2023	2024
Residential						
Monthly Base Rate	\$102.76	\$109.95	\$117.65	\$125.89	\$128.41	\$130.98
Multi-Family / Unit						
Per Customer	\$78.08	\$83.55	\$89.40	\$95.66	\$97.57	\$99.52
Per Account	10.16	10.87	11.63	12.44	12.69	12.94
Commercial, Churches, & Non-Profits						
Monthly Base Rate	\$89.27	\$95.52	\$102.21	\$109.36	\$111.55	\$113.78
Volume / Flow (\$ / CCF)	10.79	11.55	12.36	13.23	13.49	13.76
Schools						
Monthly Base Rate	\$71.42	\$76.42	\$81.77	\$87.49	\$89.24	\$91.02
Volume / Flow (\$ / CCF)	10.79	11.55	12.36	13.23	13.49	13.76

** Outside City limit rates are subjective to a 1 1/2 rate differential **

STORM DRAIN RATES

	<i>Present</i>	<i>Proposed</i>				
	2019	2020	2021	2022	2023	2024
Residential						
Single Family per account	\$14.22	\$14.22	\$14.50	\$14.79	\$15.09	\$15.39
Multi Family per unit	14.22	14.22	14.50	14.79	15.09	15.39
Commercial per ERU						
Commercial	\$14.22	\$14.22	\$14.50	\$14.79	\$15.09	\$15.39
Multi-Commercial	14.22	14.22	14.50	14.79	15.09	15.39
Hotel / Motel	14.22	14.22	14.50	14.79	15.09	15.39
Commercial / Residential	14.22	14.22	14.50	14.79	15.09	15.39
Schools	14.22	14.22	14.50	14.79	15.09	15.39
Church	14.22	14.22	14.50	14.79	15.09	15.39
Non-Profit	14.22	14.22	14.50	14.79	15.09	15.39
North Whidbey Enterprise Area	3.99	4.07	4.15	4.23	4.31	4.40

SOLID WASTE RATES

	<i>Present</i>	<i>Proposed</i>				
	2019	2020	2021	2022	2023	2024
Monthly Roll-Cart Charges						
20-gallon	\$14.53	\$15.47	\$16.48	\$17.47	\$18.52	\$19.17
35-gallon	19.90	21.19	22.57	23.92	25.36	26.25
65-gallon	33.36	35.52	37.83	40.10	42.51	44.00
95-gallon	44.37	47.25	50.32	53.34	56.54	58.52
Monthly Charges for Front-Load Dumpsters						
Rental Charge						
1yd	\$19.59	\$20.86	\$22.22	\$23.55	\$24.96	\$25.83
2yd	22.65	24.12	25.69	27.23	28.86	29.87
3rd	25.70	27.37	29.15	30.90	32.75	33.90
4yd	28.76	30.63	32.62	34.58	36.65	37.93
6yd	34.88	37.15	39.56	41.93	44.45	46.01
Weekly Pickup Charges (per pickup/wk)						
1yd	\$83.11	\$88.51	\$94.26	\$99.92	\$105.92	\$109.63
2yd	152.56	162.48	173.04	183.42	194.43	201.24
3rd	220.55	234.89	250.16	265.17	281.08	290.92
4yd	285.48	304.04	323.80	343.23	363.82	376.55
6yd	384.67	409.67	436.30	462.48	490.23	507.39
Monthly Charges for Compactors (per pickup/wk)						
4yd	\$818.11	\$871.29	\$927.92	\$983.60	\$1,042.62	\$1,079.11
6yd	1,220.90	1,300.26	1,384.78	1,467.87	1,555.94	1,610.40



City of Oak Harbor

Water, Wastewater, Solid Waste, and Storm Drain Rate Study

March 25, 2020

HDR



Overview of the Presentation



Purpose of the Rate Study Update

- Provide long-term, sustainable rate revenues for all four utilities
 - Fund each on a stand alone basis (enterprise funds)
- Rate revenues at an adequate level to fund expenses
 - Annual O&M costs
 - Funding for renewal and replacement of infrastructure
- Develop the analyses with consideration given to the City's financial policies and metrics
- Evaluate rate impacts of changing costs and characteristics
 - Solid waste tipping fees and recycling rates
- Develop the study using generally accepted methodologies (AWWA M1, WEF MOP #27) tailored to the City's system and customer characteristics

Overview of the Revenue Requirement

Compares utility revenues to expenses

- Determines the level of revenue (rate) adjustment necessary

Uses prudent financial planning criteria

- Adequate funding of renewal and replacements
- Maintaining sufficient ending reserve balances
- Maintain prudent debt service coverage ratios

Reviews a specific time period

- Typically a five to ten year period
- Rate Setting is often 2 – 5 years

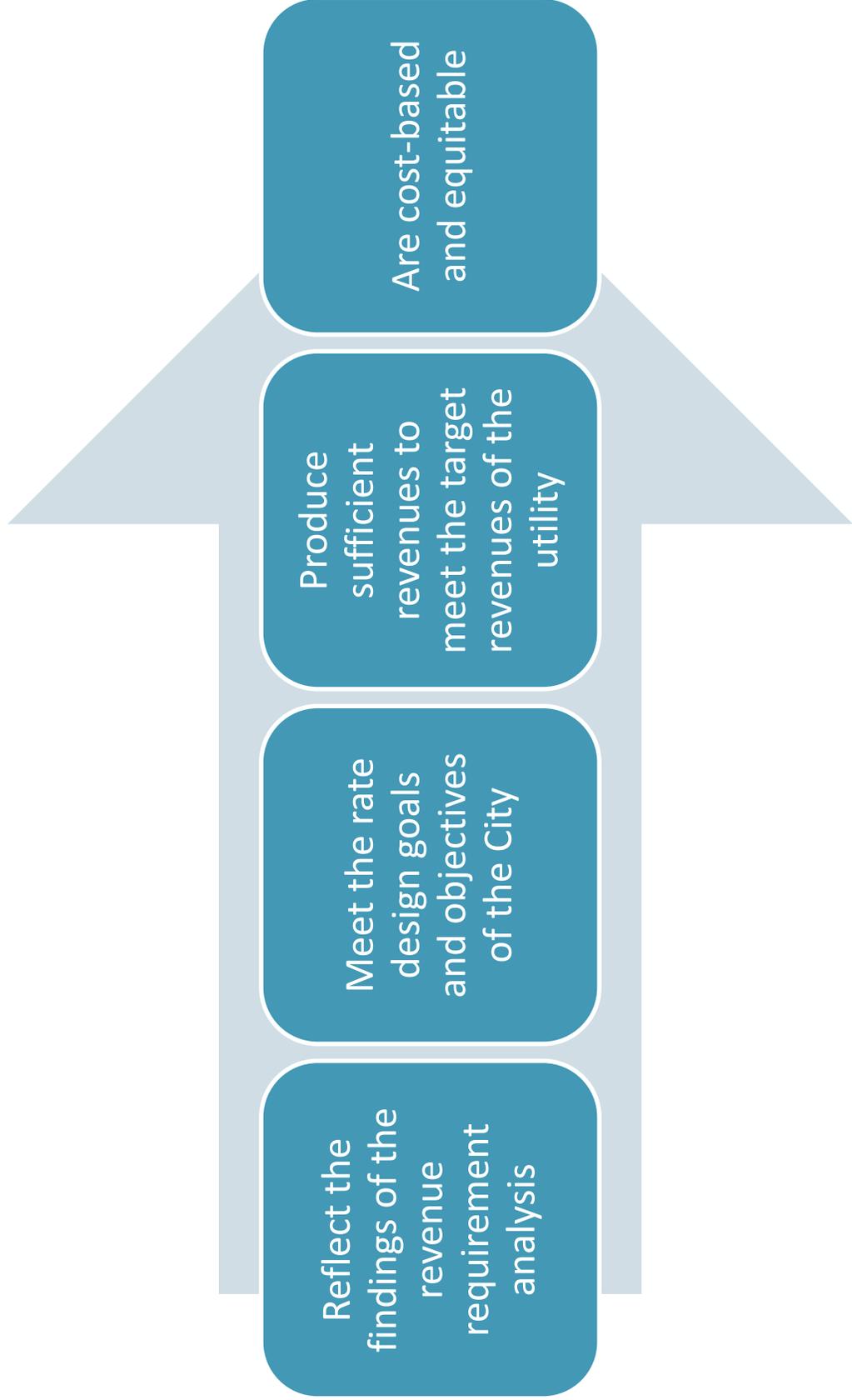
Utility is analyzed on a “stand-alone basis”

- No transfer of funds from other City funds
- Rates need to support operations and capital

Utilizes the “cash basis” methodology

- Generally accepted method for municipal utilities

Overview of the Rate Design



Overview of the Alternatives (options)

- **All Utilities**
 - ✓ Developed three alternatives (options) to compare to previously presented rate study results
- **Water (Options 1-3)**
 - Option 1: Revised CIP
 - Option 2: Removed interpretive center contribution
 - Option 3: No change in rates for 2020
- **Storm Drain (Options 1-3)**
 - Option 1: Revised CIP
 - Option 1: Reduced reserve target to 20% of revenue
 - Option 2: Removed interpretive center contribution
 - Option 3: No change in rates for 2020

Overview of the Alternatives (cont'd)

■ **Solid Waste (Options 1-3)**

- Option 1: No change in CIP (no CIP)
- Option 1: Reduced reserve target to 20% of revenue
- Option 2: Removed interpretive center contribution
- Option 3: No change in rates for 2020

■ **Wastewater (Options 1-3)**

- Option 1: No change in CIP
- Option 2: Removed interpretive center and funding contributions
- Option 3: No change in rates for 2020

Overview of Reserve Targets

- **Various industry literature and approaches**
 - ✓ AWWA, GFOA, WEF, etc.
- **Generally based on days of O&M or % of revenues**
- **Purpose**
 - Provide revenue stability during times of low revenues, emergencies, future capital projects, etc.
 - Minimize the risk and meet future funding needs

▪ **Various types of reserves**

- Unrestricted
 - Operating
 - Capital
 - Emergency
- Restricted
 - Debt Service
 - System Development Charges



Overview of Reserve Targets (cont'd)

- **Operating Reserve Minimum Targets**
 - Minimum 30 days of O&M
 - Revise Stormwater and Solid Waste utilities to 20% of revenues
 - Water revenue stability may be an issue (e.g., consumption based revenues); current target of 25% is appropriate
 - Wastewater has substantial annual debt service (\approx \$7 M) ; current target of 25% is appropriate
- **Currently No Target Minimum for Capital or Emergency**

Comparison of the Alternatives/Options



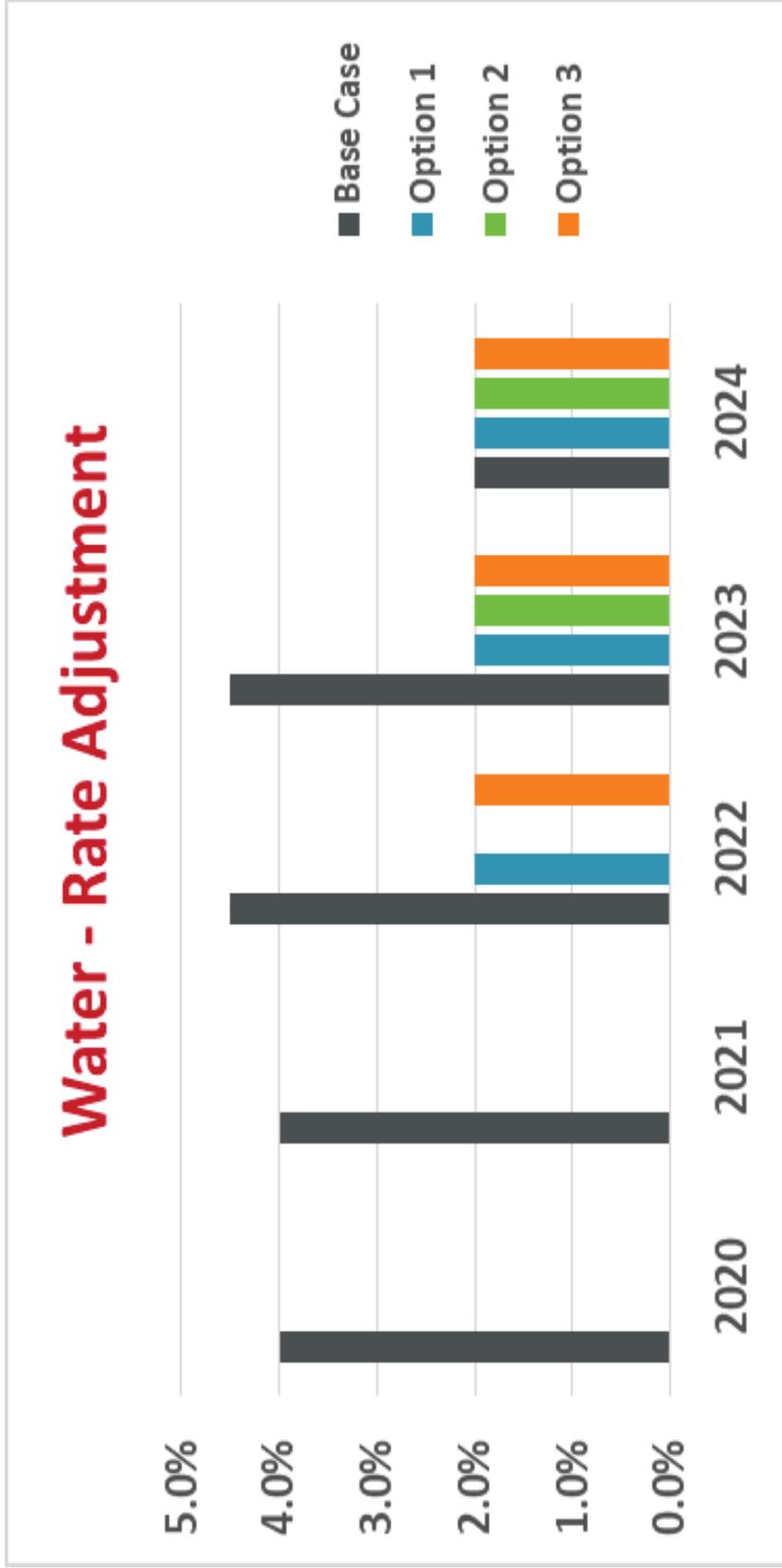
Water Rate Study Alternatives (Options)

Base Case – Water rate study results

1. Revised CIP
 - Removed cross town transmission main project (~\$4 mil)
 - Shifted W. 384 Zone improvements from 2021-2023 to 2024-2026 (~\$3 Mil)
 - Reduced rate funded capital starting in 2024 from ~\$2 mil to ~\$1 mil
2. Removed interpretive center contribution (\$225,000)
3. Alternative 1 revisions, plus no change in rates for 2020

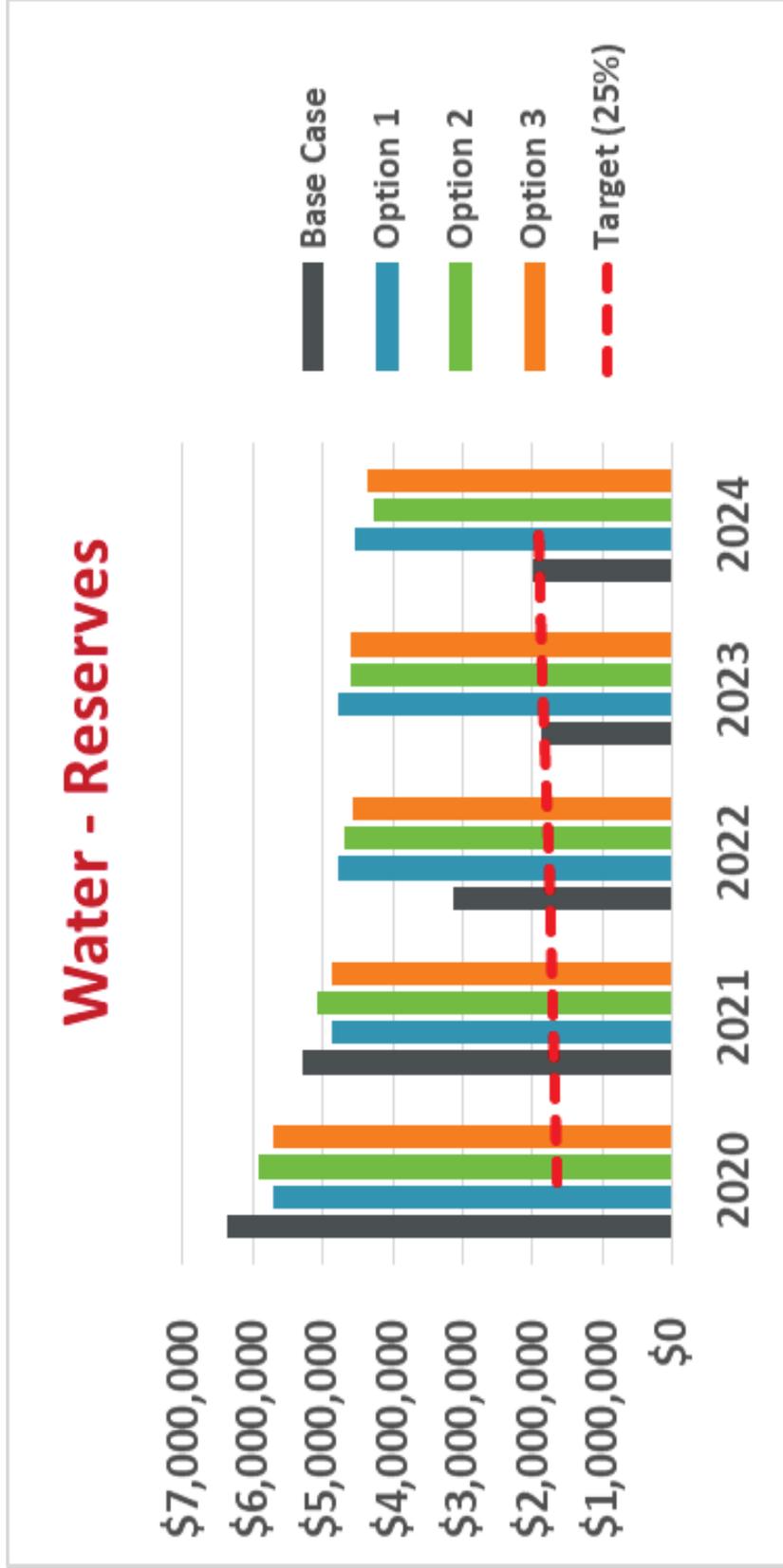


Water Rate Study Alternatives – Annual Rate Adjustment



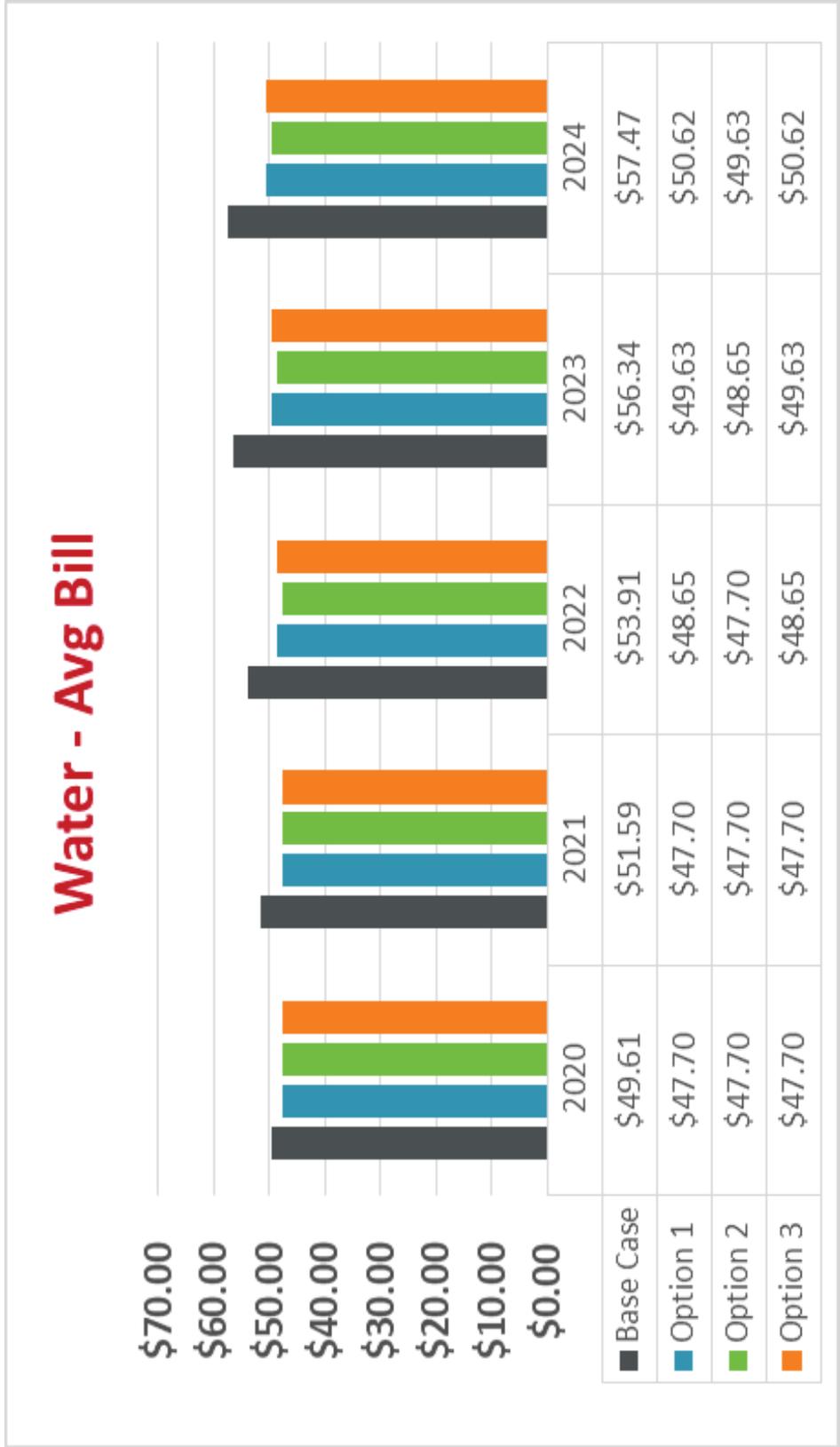
- Option 1: Revised Capital
- Option 2: Removed Interpretive Center
- Option 3: Option 1 + No 2020 Rate Adj.

Water Rate Study Alternatives – Ending Reserve Levels



- Alternatives utilize remaining reserves to fund capital shifted to 2025 and 2026
 - Analysis balanced needs over the long-term period
- Option 1: Revised Capital**
Option 2: Removed Interpretive Center
Option 3: Option 1 + No 2020 Rate Adj.

Water Rate Study Alternatives – Single Family Average Bill



- Option 1: Revised Capital**
- Option 2: Removed Interpretive Center**
- Option 3: Option 1 + No 2020 Rate Adj.**
May 5, 2020 City Council Regular Meeting Packet

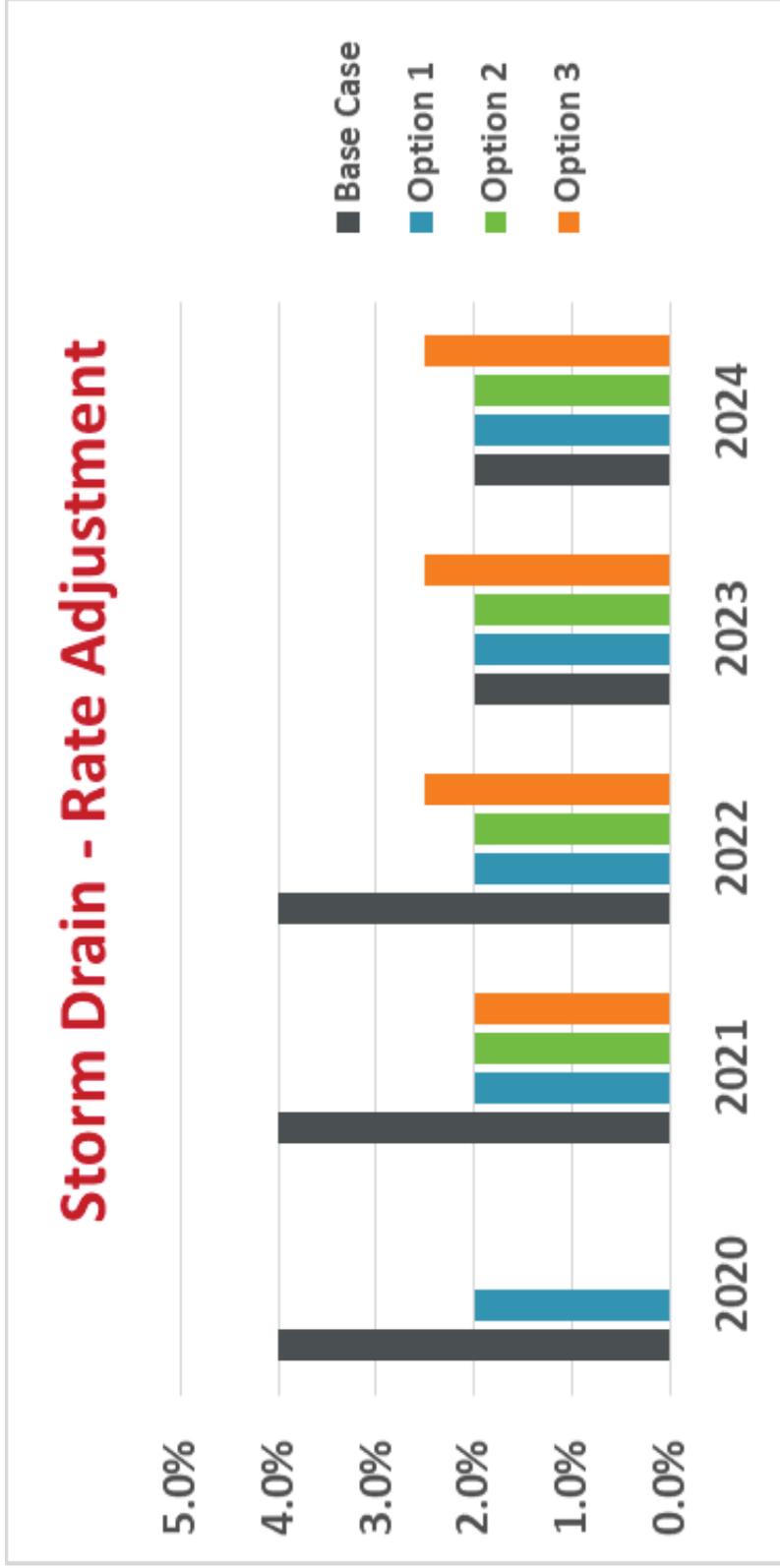
Storm Drain Rate Study Alternatives (Options)

Base Case – Storm Drain rate study results

1. Revised CIP
 - Shifted ~\$550,000 from 2021-2022 to 2023-2026
 - Reduced minimum reserve target to 20% of revenues
 - Reduced annual rate funded capital levels to reflect funding and reserve targets
2. Removed interpretive center contribution (\$225,000)
3. Option 1 revisions, plus no change in rates for 2020

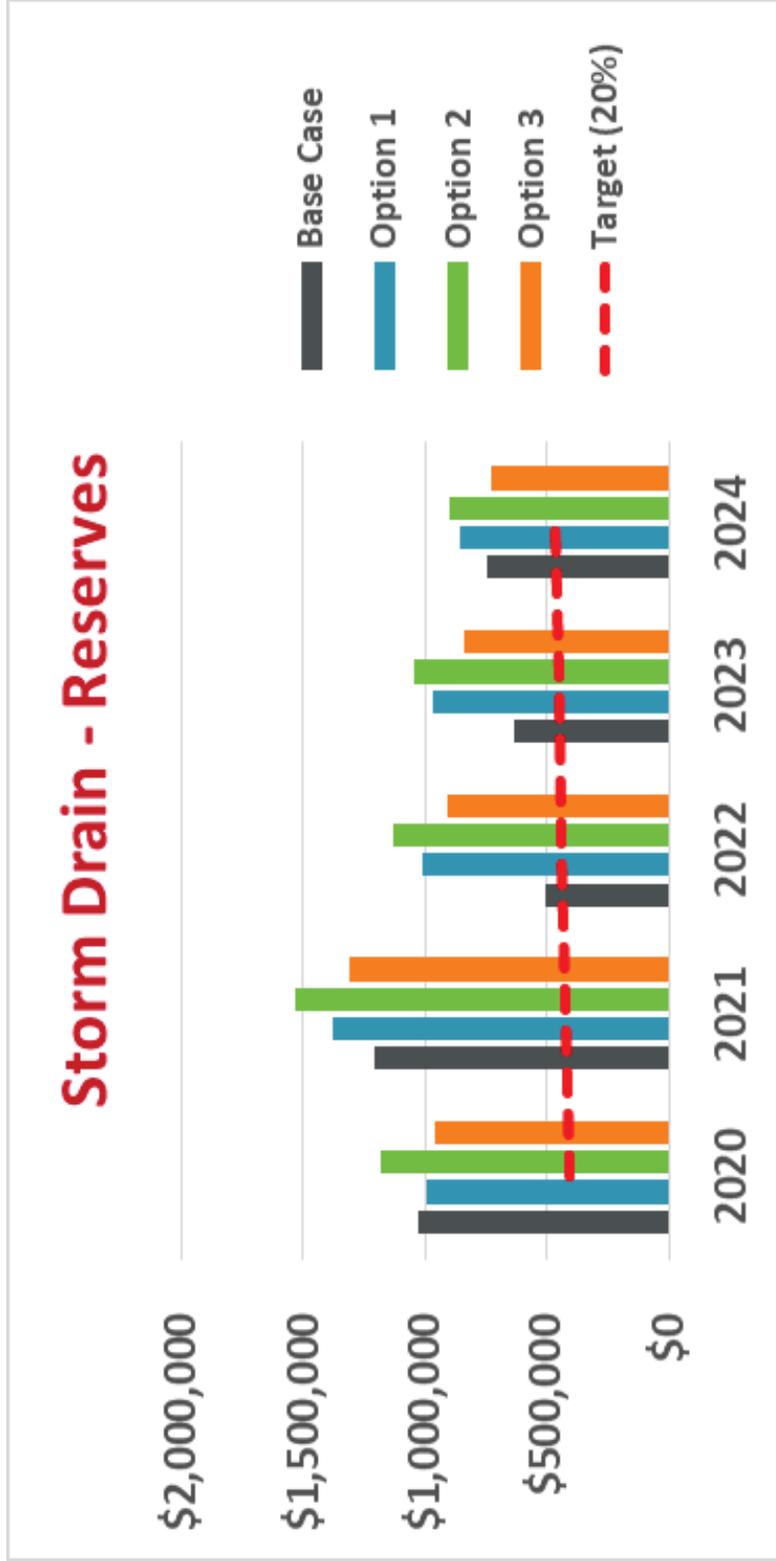


Storm Drain Rate Study Alternatives – Annual Rate Adjustment



Option 1: Revised Capital & Reduced Reserve
 Option 2: Removed Interpretive Center
 Option 3: Option 1 + No 2020 Rate Adj.

Storm Drain Rate Study Alternatives – Ending Reserve Levels



- Alternatives utilize remaining reserves to fund capital shifted to 2025 and 2026
- Analysis balanced needs over the long-term period

Option 1: Revised Capital & Reduced Reserve
 Option 2: Removed Interpretive Center
 Option 3: Option 1 + No 2020 Rate Adj.

Storm Drain Rate Study Alternatives – Single Family Average Bill



- Option 1: Revised Capital & Reduced Reserve**
- Option 2: Removed Interpretive Center**
- Option 3: Option 1 + No 2020 Rate Adj.**

Solid Waste Rate Study Alternatives (Options)

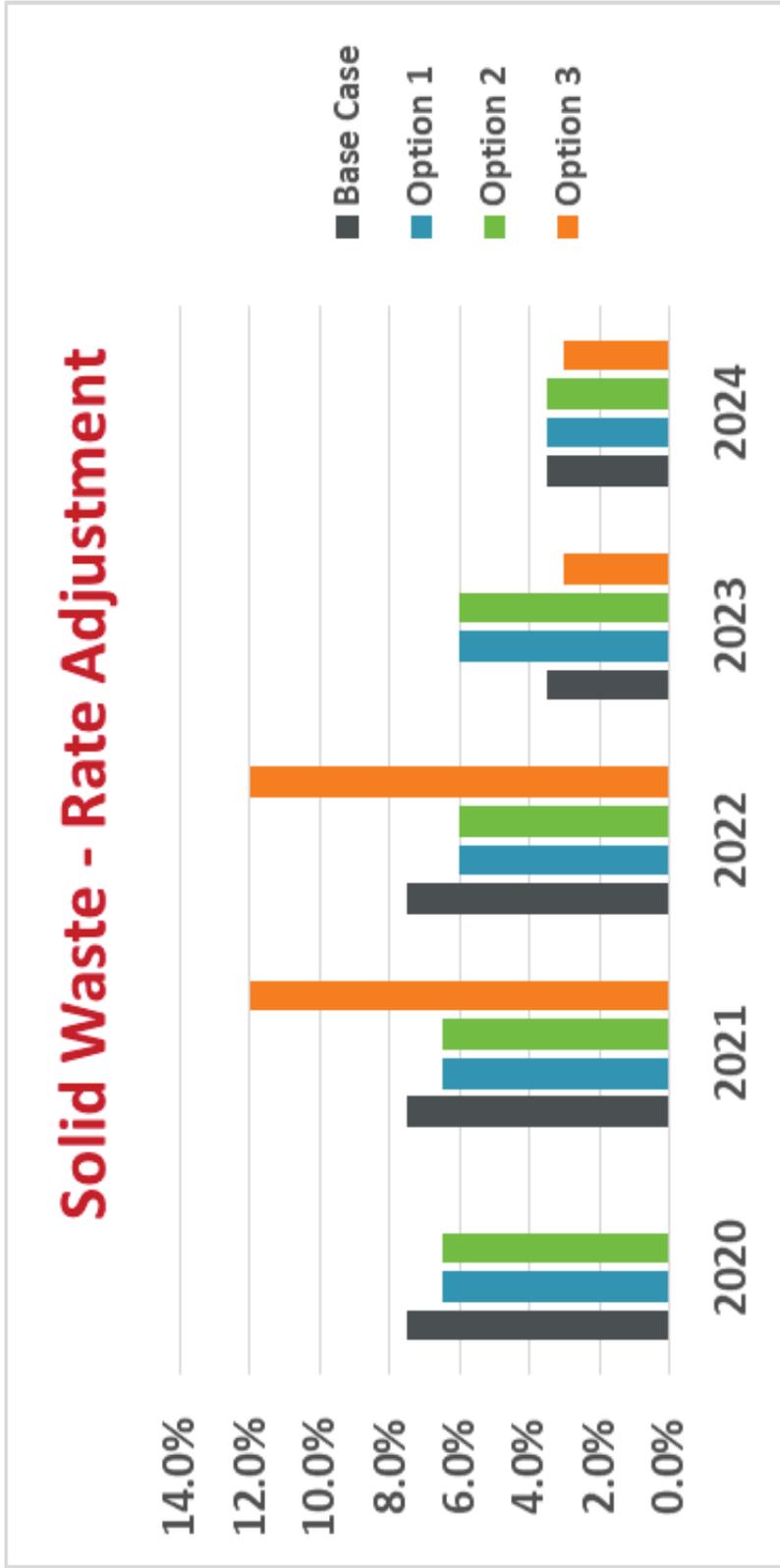
Base Case – Solid Waste rate study results

1. Reduced minimum reserve target to 20% of revenues
2. Removed interpretive center contribution (\$75,000)
3. Alternative 1 revisions, plus no change in rates for 2020



May 5, 2020 City Council Regular Meeting Packet 95

Solid Waste Rate Study Alternatives – Annual Rate Adjustment



Option 1 Reduced Reserve Target
 Option 2: Removed Interpretive Center
 Option 3: Option 1 + No 2020 Rate Adj.

Solid Waste Rate Study Alternatives – Ending Reserve Levels



Option 1: Reduced Reserve Target
 Option 2: Removed Interpretive Center
 Option 3: Option 1 + No 2020 Rate Adj.

Solid Waste Rate Study Alternatives – Single Family Average Bill



- Option 1: Reduced Reserve Target**
- Option 2: Removed Interpretive Center**
- Option 3: Option 1 + No 2020 Rate Adj.**

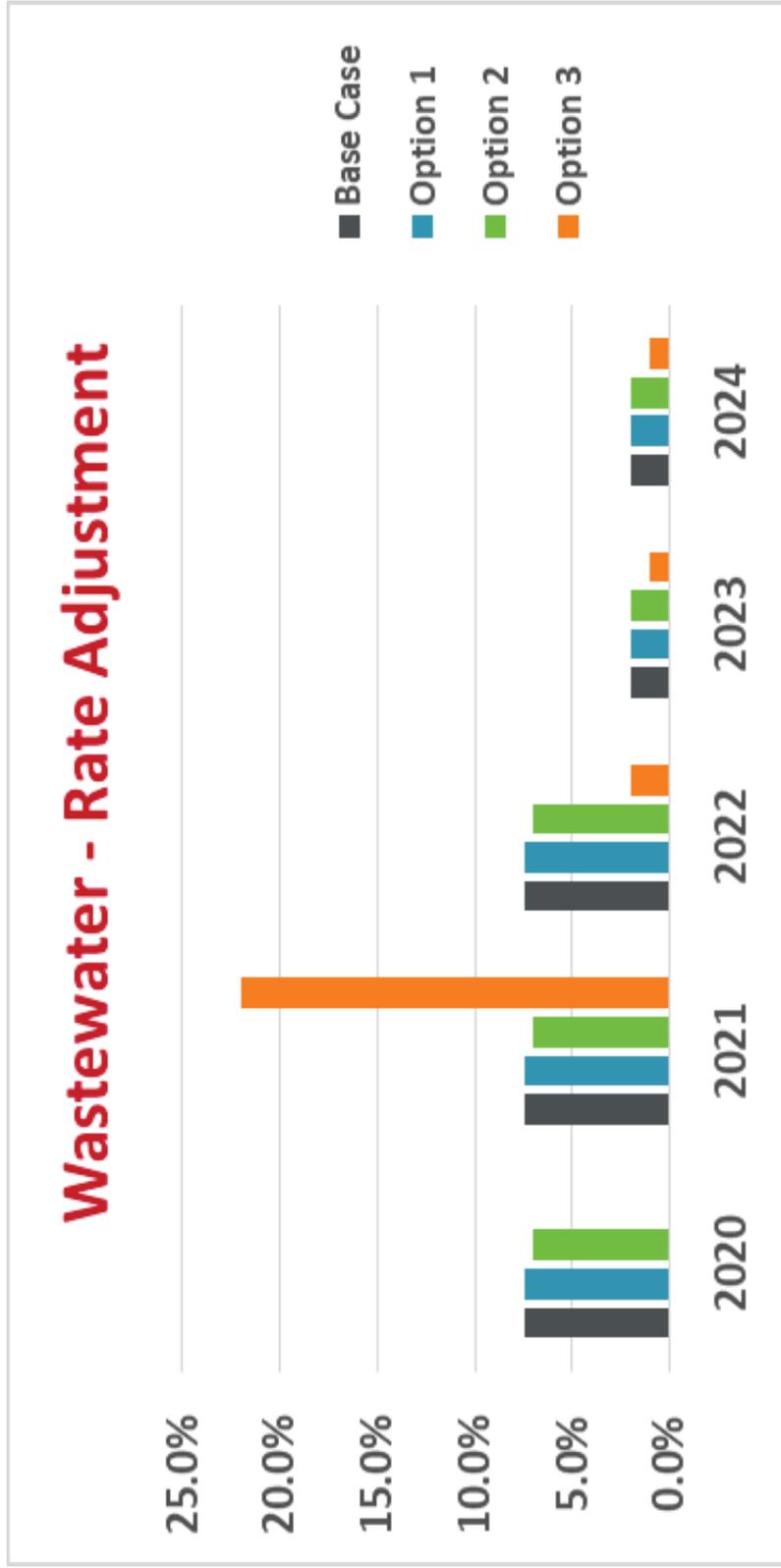
Wastewater Rate Study Alternatives

Base Case – Wastewater rate study results

1. No changes to capital
2. Removed interpretive center (\$225,000 Contribution) and (\$925,000 from CIP)
3. Alternative 1 revisions, plus no change in rates for 2020

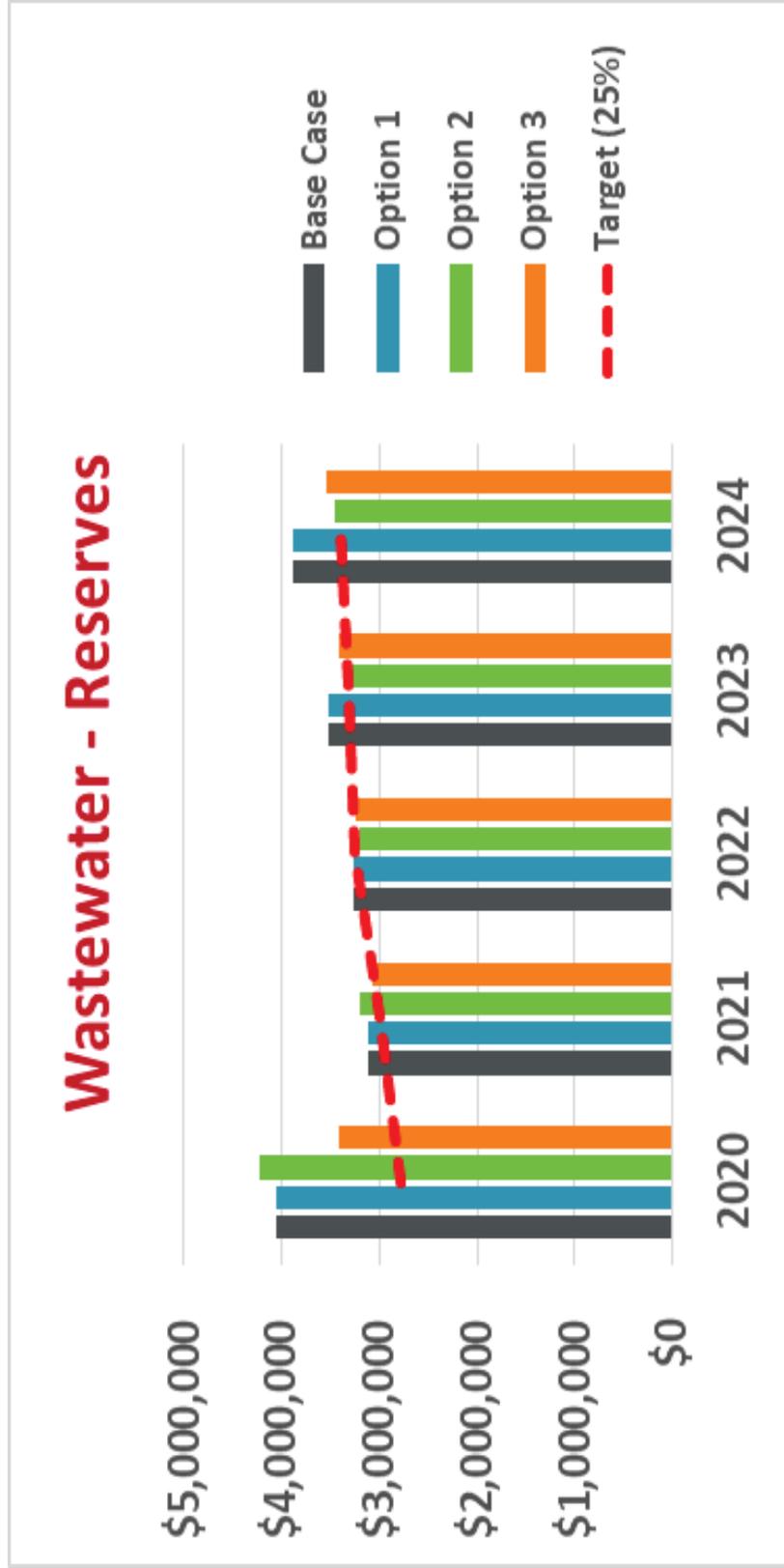


Wastewater Rate Study Alternatives – Annual Rate Adjustment



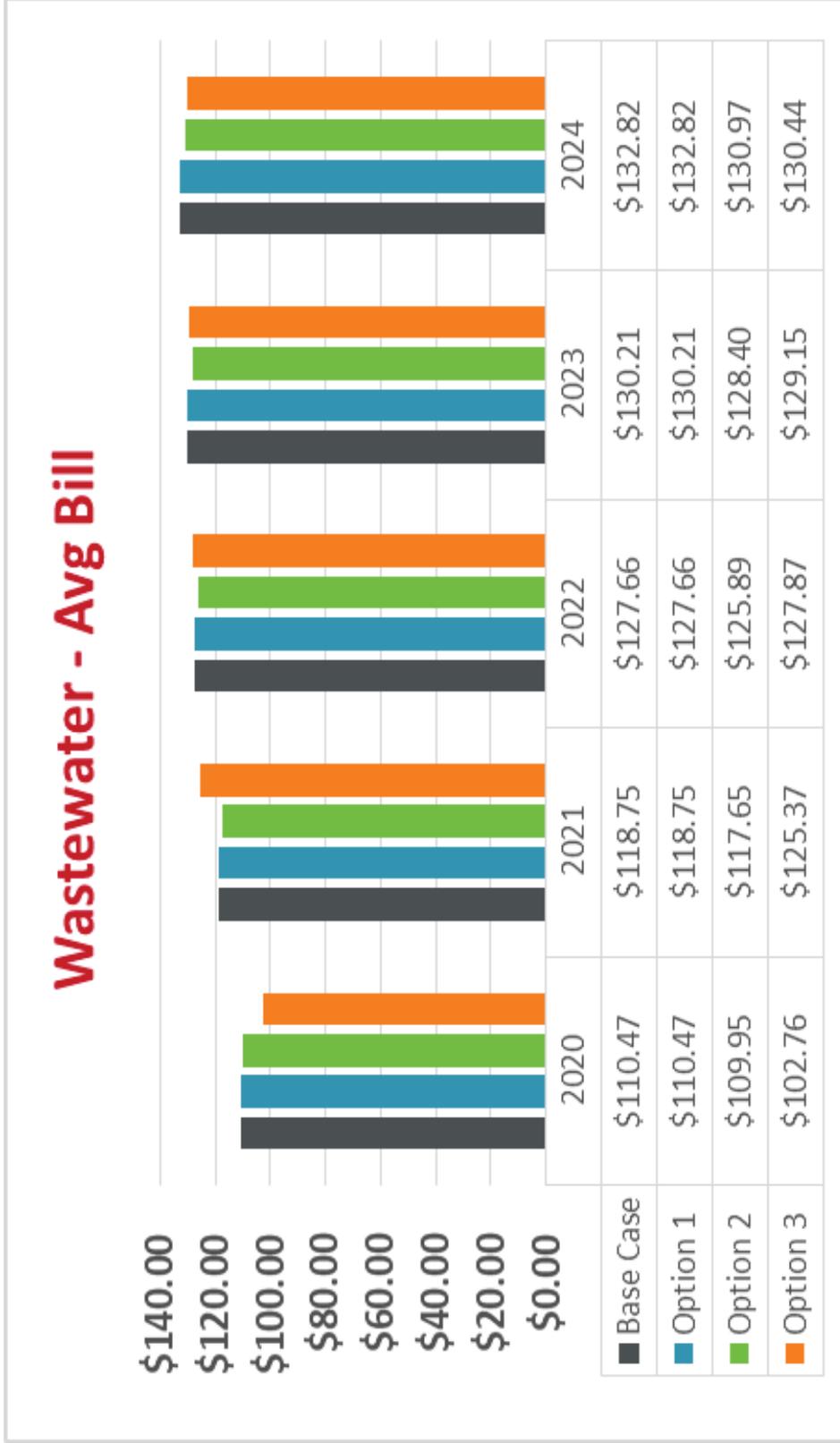
- Option 1: No Capital Changes
- Option 2: Removed Interpretive Center
- Option 3: Option 1 + No 2020 Rate Adj.

Wastewater Rate Study Alternatives – Ending Reserve Levels



- Option 1: No Capital Changes
- Option 2: Removed Interpretive Center
- Option 3: Option 1 + No 2020 Rate Adj.

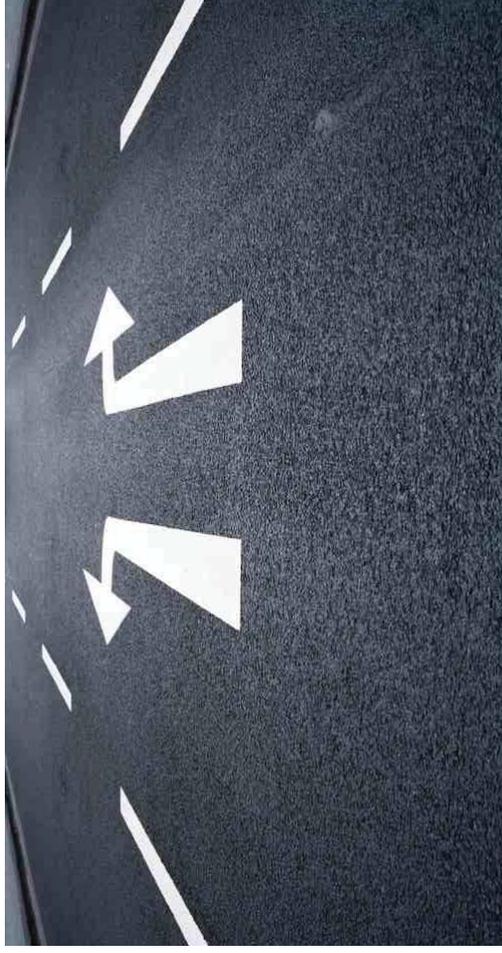
Wastewater Rate Study Alternatives – Single Family Average Bill



- Option 1: No Capital Changes**
- Option 2: Removed Interpretive Center**
- Option 3: Option 1 + No 2020 Rate Adj.**

Rate Study Alternative (Options) Summary

- Reductions in rate projections are possible
 - Requires extending or eliminating important capital improvements
 - Reduce reserve targets (Solid Waste and Storm Drain)
- Wastewater alternatives are limited given the need to fund annual debt service and meet debt coverage requirements
- Average residential bill impacts reflect overall change in system revenue needs
- Comparison of total combined bill impacts provides average customer impacts



Total Utility Bill Increase

- Option 1: Revised Capital & Reserve
- Option 2: Removed Interpretive Center
- Option 3: Option 1 + No 2020 Rate Adj.



TOTAL MONTHLY INCREASE						
	2020	2021	2022	2023	2024	5 yr Mo Incr
Base Case	11.68	12.46	13.57	6.17	4.96	48.84
Option 1	9.28	9.96	11.51	5.26	4.79	40.80
Option 2	8.48	9.36	9.88	5.21	4.73	37.66
Option 3	-	25.28	6.49	3.37	3.43	38.57

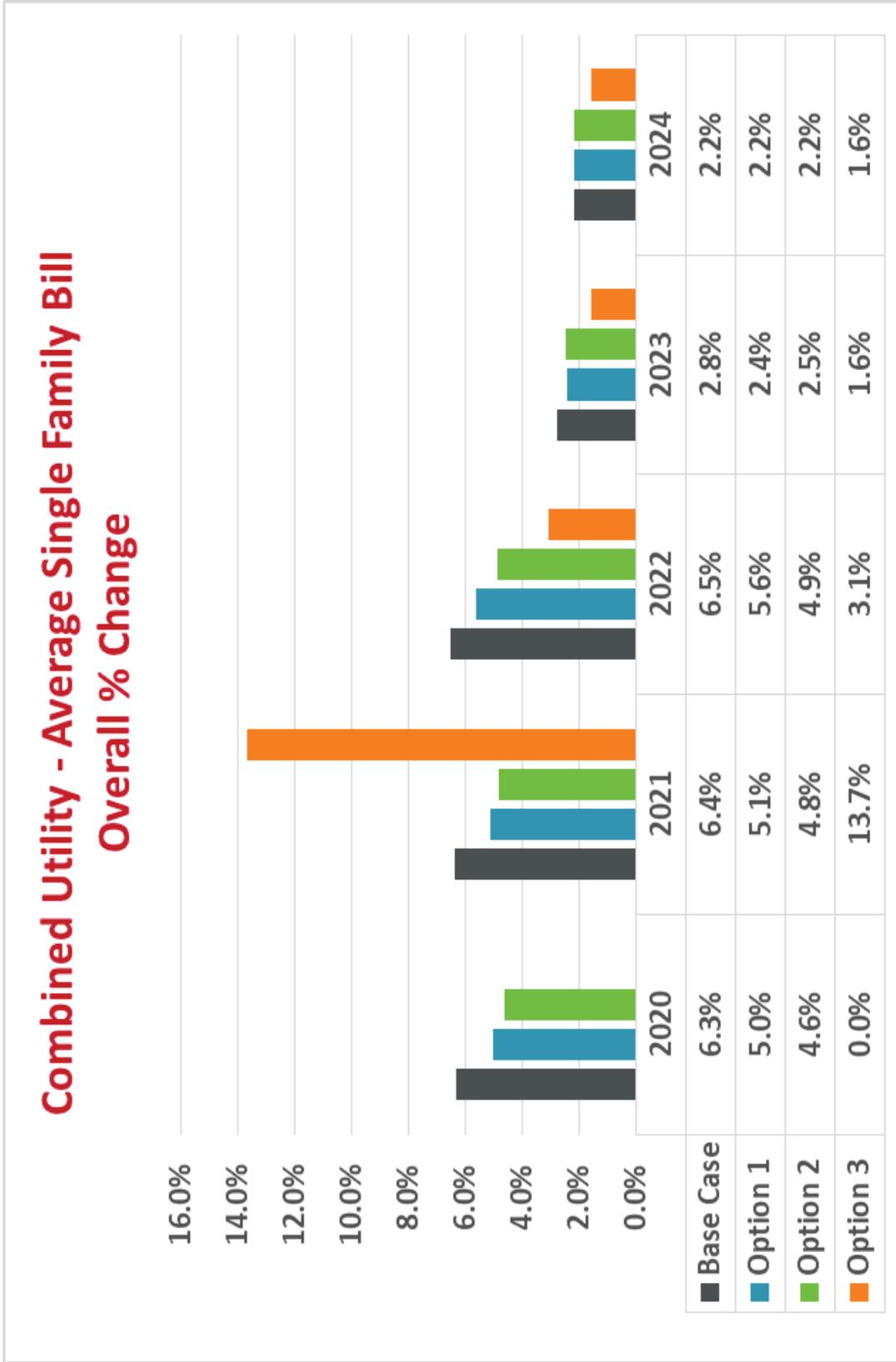
- Option 1: Revised Capital
- Option 2: Removed Interpretive Center
- Option 3: Option 1 + No 2020 Rate Adj.

Total Utility Bill Impact - Dollars



- Option 1: Revised Capital
- Option 2: Removed Interpretive Center
- Option 3: Option 1 + No 2020 Rate Adj.

Total Utility Bill Impact - Percent

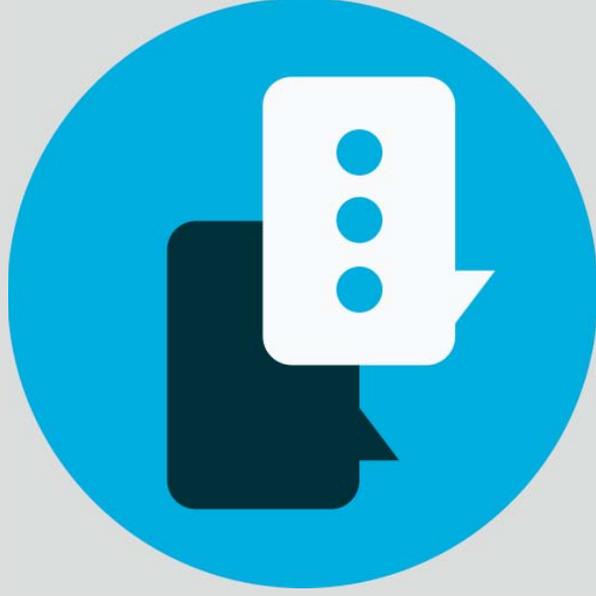


Next Steps

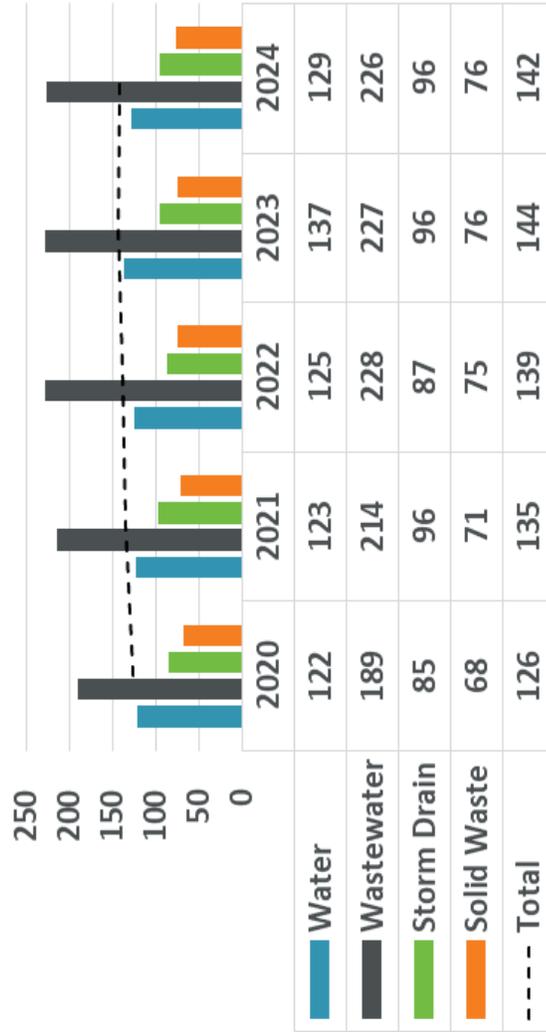
- Discuss results of the rate study alternatives
- Finalize draft rates based on proposed rate adjustments
- Implement final, approved rate revenue adjustments



Thank you for your input!



Target Reserves - Days of O&M



\$1 Bill Change

	% Change	Revenue Impact
Water	2.1%	\$109,000
Wastewater	1.0%	\$94,500
Storm Drain	7.0%	\$125,000
Solid Waste	5.0%	\$163,600

PUBLISH: Saturday, April 25, 2020

Public Hearing Notice
Oak Harbor City Council

NOTICE is hereby given that the Oak Harbor City Council will hold a public hearing on Tuesday, May 5, 2020 at 6:00 p.m. at the City Council Regular Meeting regarding the following:

- **Ordinance No. 1899: Utility Rate Increase**

Due to WA Proclamation 20-28, in person attendance at meetings is not allowed. To give public comment at this public hearing, follow the links posted to meeting calendar regarding Public Comments due to COVID-19. Comments can be submitted via an online survey or a voicemail call-in. The meeting can be viewed live on YouTube, Channel 10, or you can listen live via the call in number that will be posted to the meeting calendar page (<https://www.oakharbor.org/citycouncil/page/city-council-meeting-26>).

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.

Carla Brown, City Clerk

Carla Brown
City Clerk
Posted on April 23, 2020

EMAILED: legals@soundpublishing.com

POSTED: City Hall Bulletin Boards
www.oakharbor.org on 04/23/2020

Remove posting after 05/05/2020

PUBLISHED: WNT legal section on 04/25/2020



City of Oak Harbor

Water, Wastewater, Solid Waste, and Storm Drain Rate Study Update

June 2, 2020



Overview of the Presentation



Purpose of the Rate Study Update

- Provide long-term, sustainable rate revenues for all four utilities
 - *Fund each on a stand alone basis (enterprise funds)*
- Rate revenues are adequate to fund expenses
 - Annual O&M costs (including debt service)
 - Annual renewal and replacement of infrastructure
- Develop the analyses to reflect the City's financial policies and metrics
- Evaluate rate impacts of changing costs and characteristics
 - Solid waste tipping fees and recycling rates
- Develop the study using generally accepted methodologies (AWWA M1, WEF MOP #27) tailored to the City's system and customer characteristics

Key Assumptions & Major Study Impacts

▪ All Utilities

- ✓ Projections are based on 2019 and 2020 budgets
- ✓ Capital funding plan based on the revised capital improvement plan
- ✓ Options excludes interpretive center

▪ Water

- ✓ Use of available reserves to reduce or minimize rate impacts

▪ Wastewater

- ✓ Impact of full debt service (≈\$7.0 M) in 2020
- ✓ Maintenance of minimum debt service coverage requirements
- ✓ Increase in O&M expenses compared to prior projections

▪ Solid Waste

- ✓ Recycling disposal increases of 200%, and Garbage disposal increases of 26%

▪ Storm Drain

- ✓ Comprehensive plan currently being updated (may identify capital needs)
- ✓ Future permit cycle may impact O&M and capital projections

Essential Financial Metrics

▪ Debt Service Coverage Ratio

- ✓ Measures ability of the utility to pay debt service from rate revenues after operating expenses are paid
- ✓ Need to maintain 1.0 at a minimum to issue any additional long-term debt and higher for municipal revenue bonds
- ✓ Reserve transfers (General Fund or others) do not apply

▪ Reserve Fund Balances

- ✓ In place to meet various needs of the utility (emergency, cash flow, debt, etc.)
 - 20% target for Stormwater and Solid Waste utilities
 - 25% target is reasonable for the water utility, revenue stability (e.g., consumption based revenues) may require a higher target minimum
 - 25% target for wastewater is low given the level of annual debt service (\approx \$7 M); a higher target such as 180 days may be more appropriate



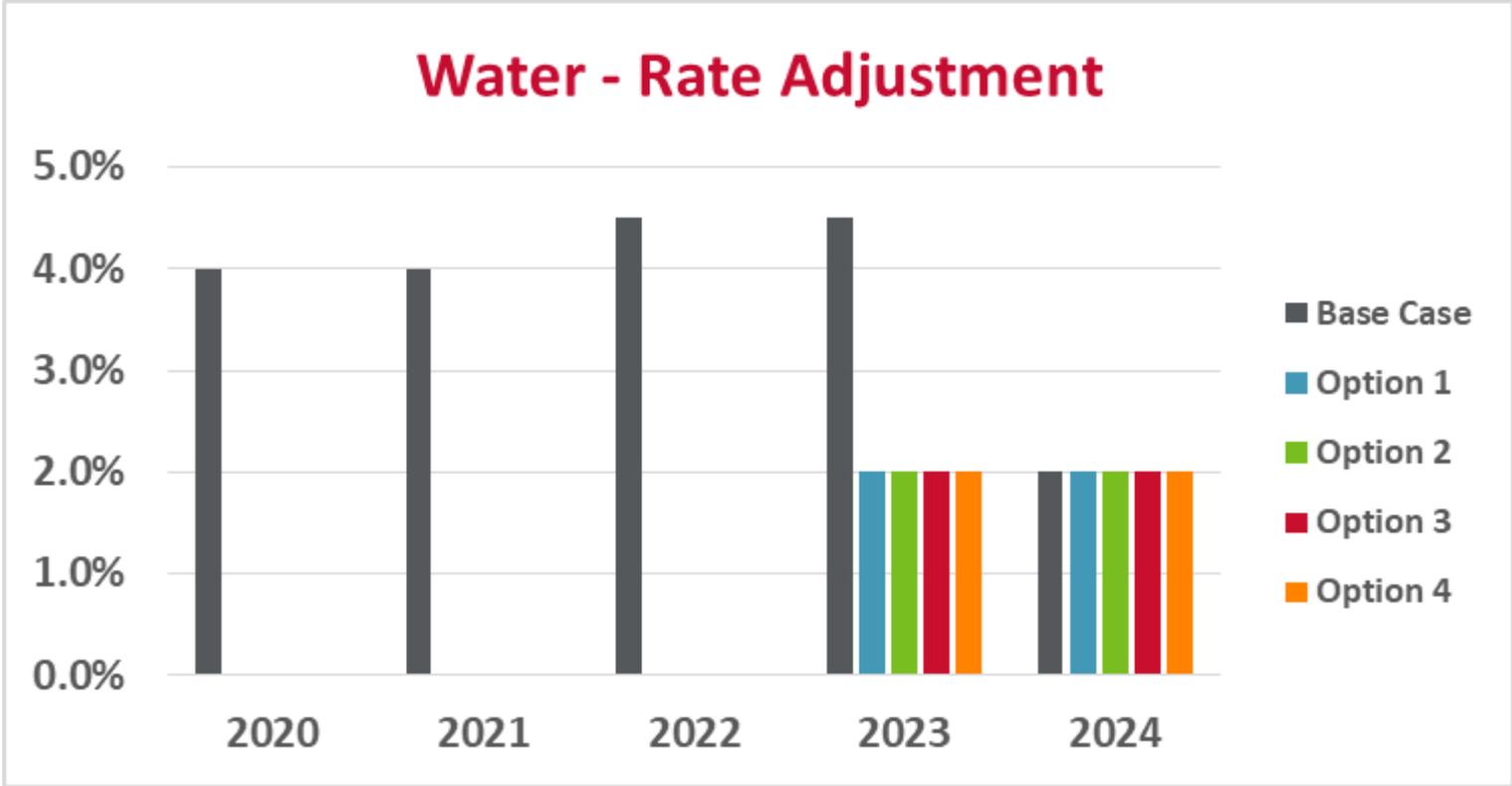
Option Review



Alternatives Analysis

- City Council requested additional options to look at the sensitivity of assumption and the impact to revenues, rate levels, reserves, debt service coverage, etc.
 - Base Case - Prior Rate Study Update
 - Option 1 – Prior Option 2; revised CIP, no interpretive center, rate adjustments starting in 2020
 - Option 2 – Prior Option 4; revised CIP, no interpretive center, rate adjustments starting in 2021
 - Option 3 – New Option; revised CIP, no interpretive center, rate adjustments starting in 2021, hold 2021 total bill increase to ~\$13.60
 - Option 4 –New Option; revised CIP, no interpretive center, rate adjustments starting in 2021, meet sewer DSC in 2021 (1.0xx), all other utilities same as option 3

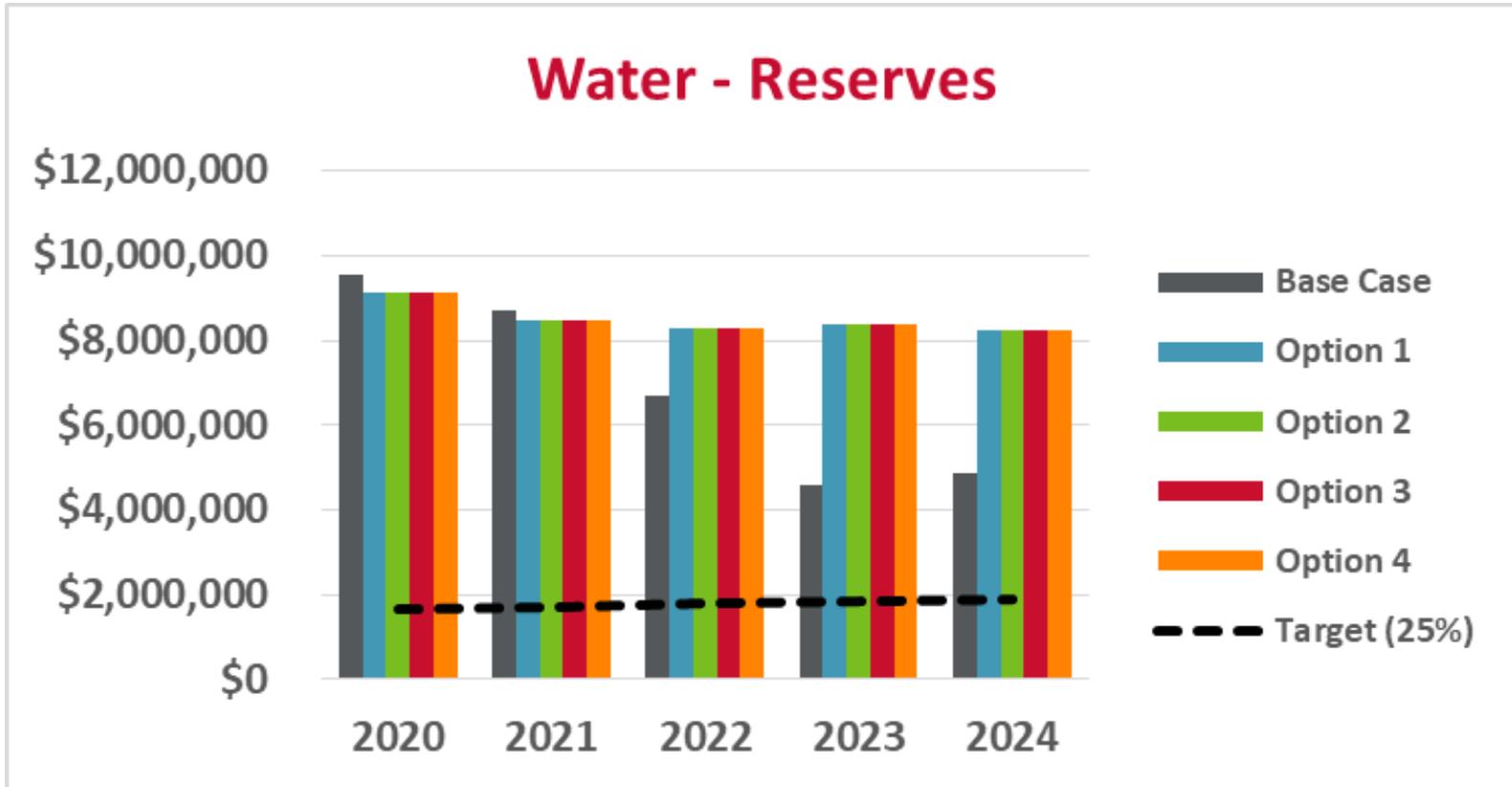
Water Rate Study Alternatives – Annual Rate Adjustment



- With revised capital, no rate adjustments are necessary through 2022

Base Case: Rate Study Update
 Option 1: 2020 Rate Adjustment
 Option 2: 2021 Rate Adjustment
 Option 3: Hold Avg. Customer Bill
 Option 4: Meet Sewer DSC Ratio

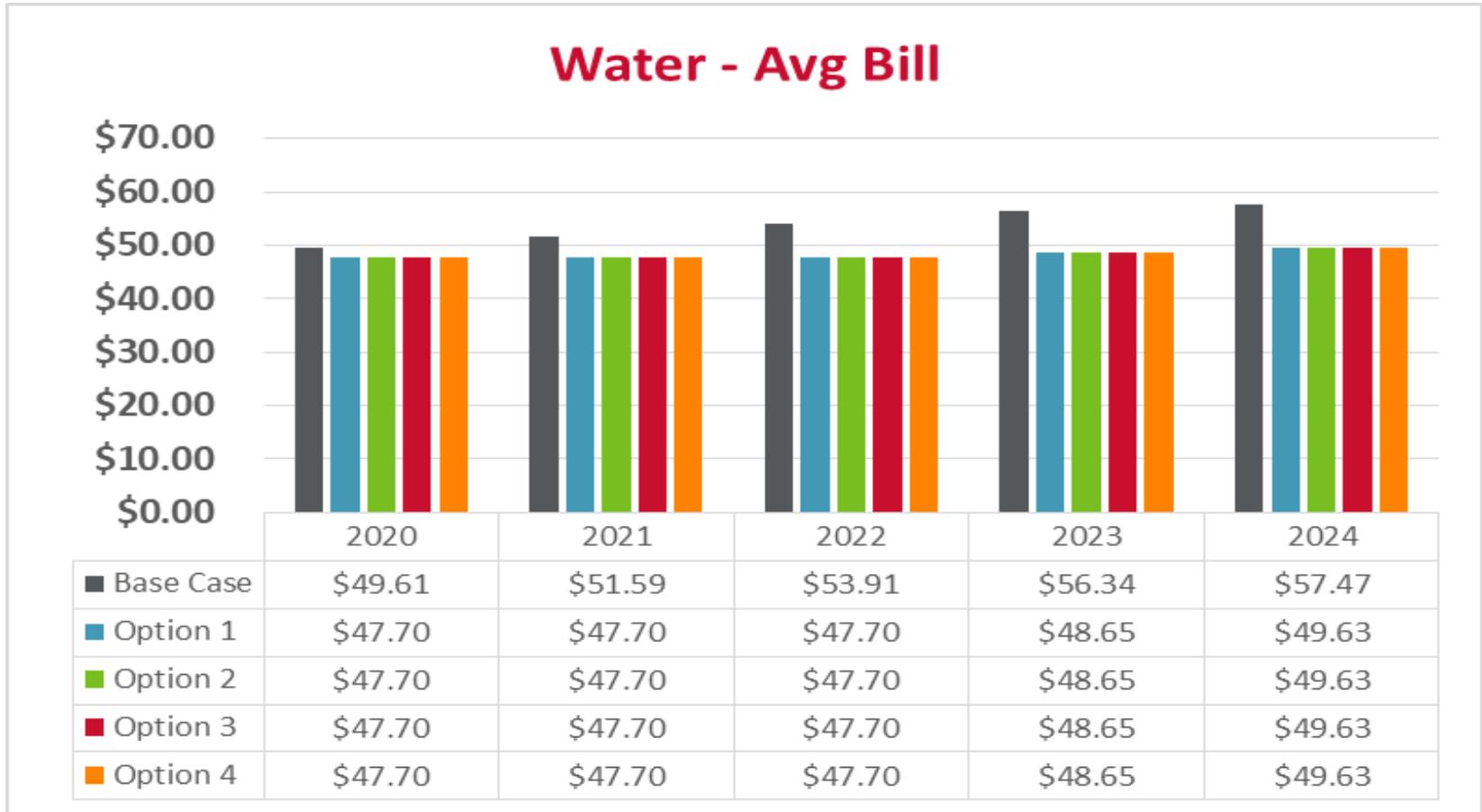
Water Rate Study Alternatives – Ending Reserve Levels



- Alternatives utilize remaining reserves to fund capital shifted to 2025 and 2026
- Analysis balanced needs over the long-term period

Base Case: Rate Study Update
Option 1: 2020 Rate Adjustment
Option 2: 2021 Rate Adjustment
Option 3: Hold Avg. Customer Bill
Option 4: Meet Sewer DSC Ratio

Water Rate Study Alternatives – Single Family Average Bill



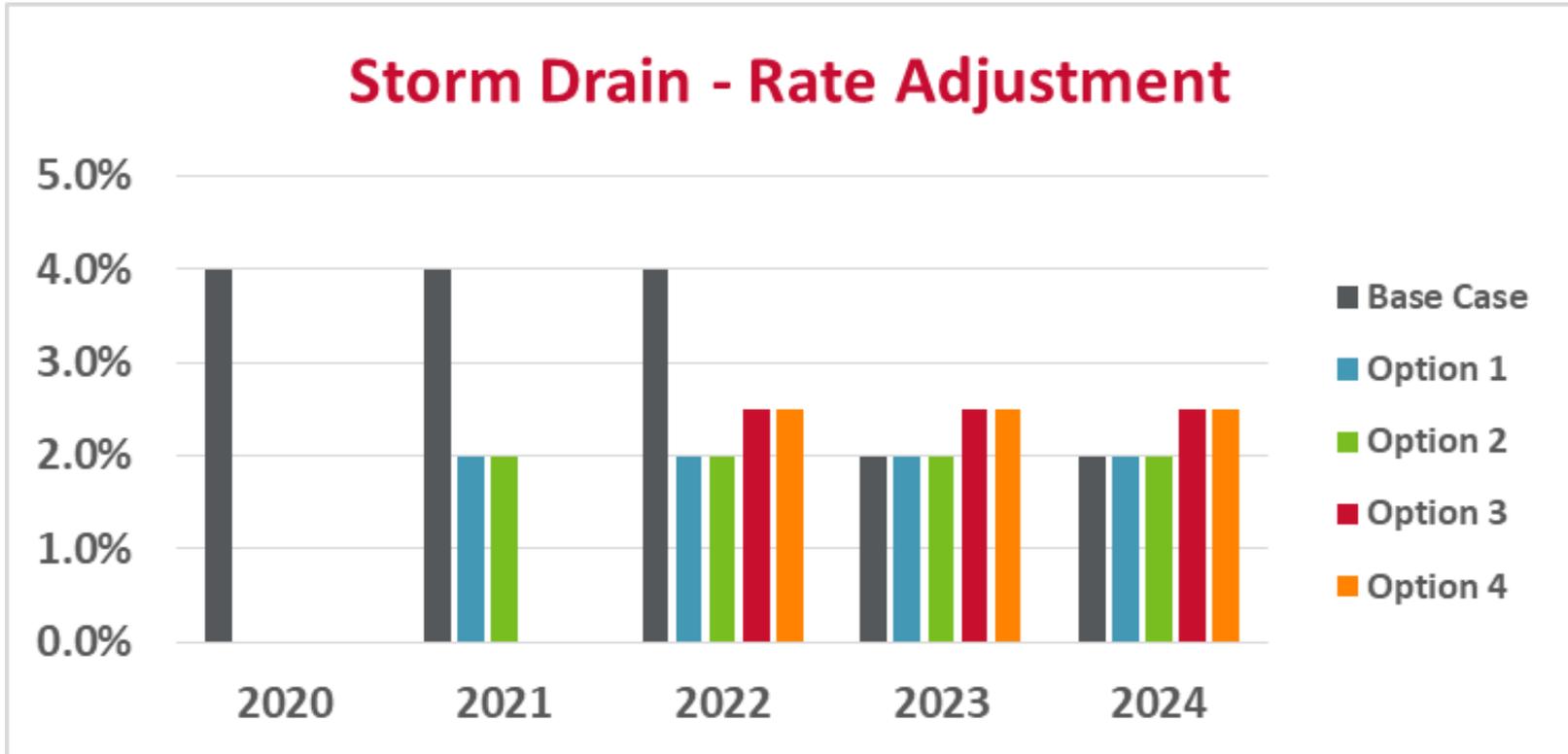
Base Case: Rate Study Update
Option 1: 2020 Rate Adjustment
Option 2: 2021 Rate Adjustment
Option 3: Hold Avg. Customer Bill
Option 4: Meet Sewer DSC Ratio

Summary of the Water Rate Study Options

- Projected revenue/rate adjustments are minimal
 - Due to shifting and elimination of capital improvement needs
- Reserve target minimums are met
 - Need to maintain levels through 2024 for capital needs in out years (shifted capital)
- Debt service coverage ratio is strong
- All options are viable alternatives for consideration
 - All options are the same



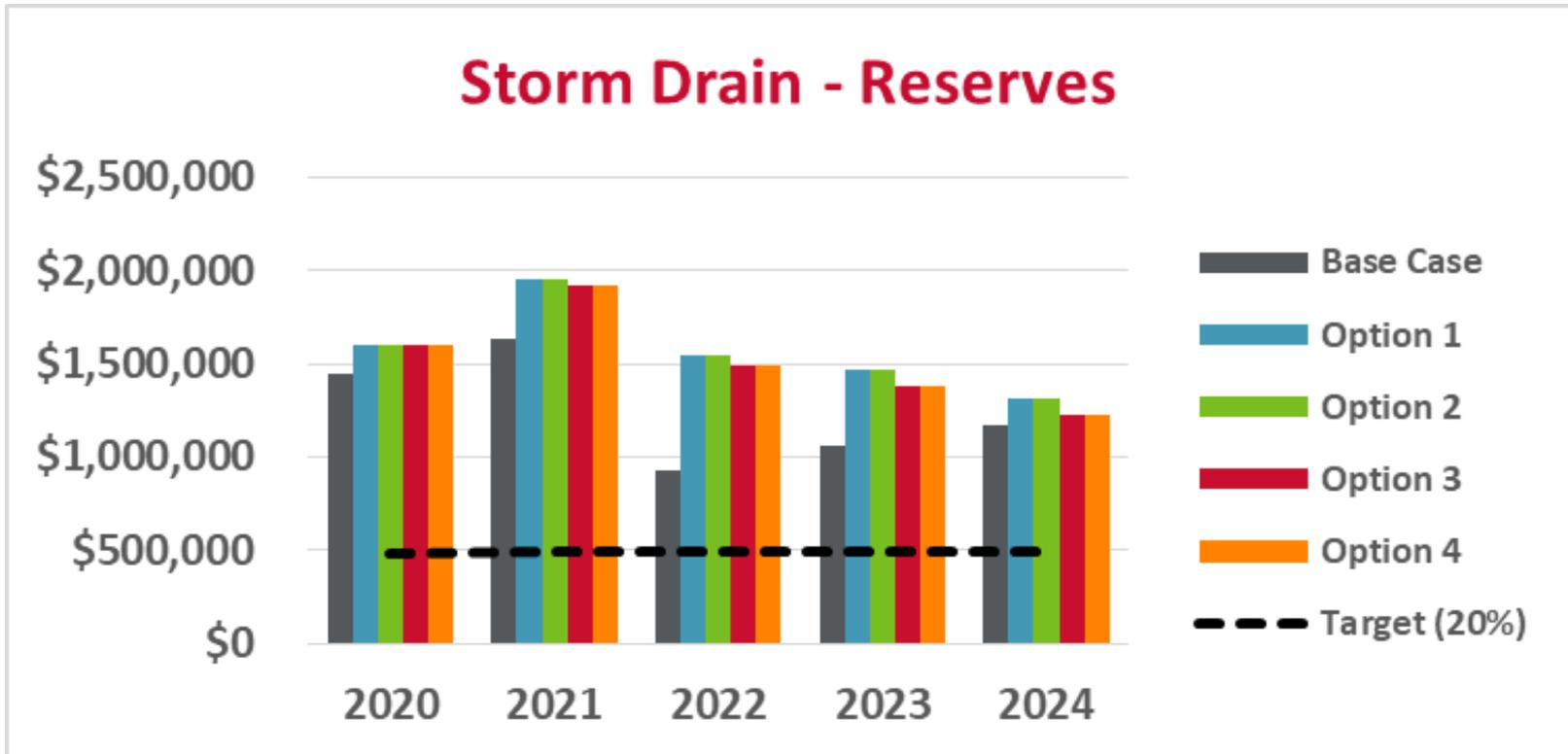
Storm Drain Rate Study Alternatives – Annual Rate Adjustment



- Revised capital plan and reduced reserve target minimizes initial rate adjustments

Base Case: Rate Study Update
Option 1: 2020 Rate Adjustment
Option 2: 2021 Rate Adjustment
Option 3: Hold Avg. Customer Bill
Option 4: Meet Sewer DSC Ratio

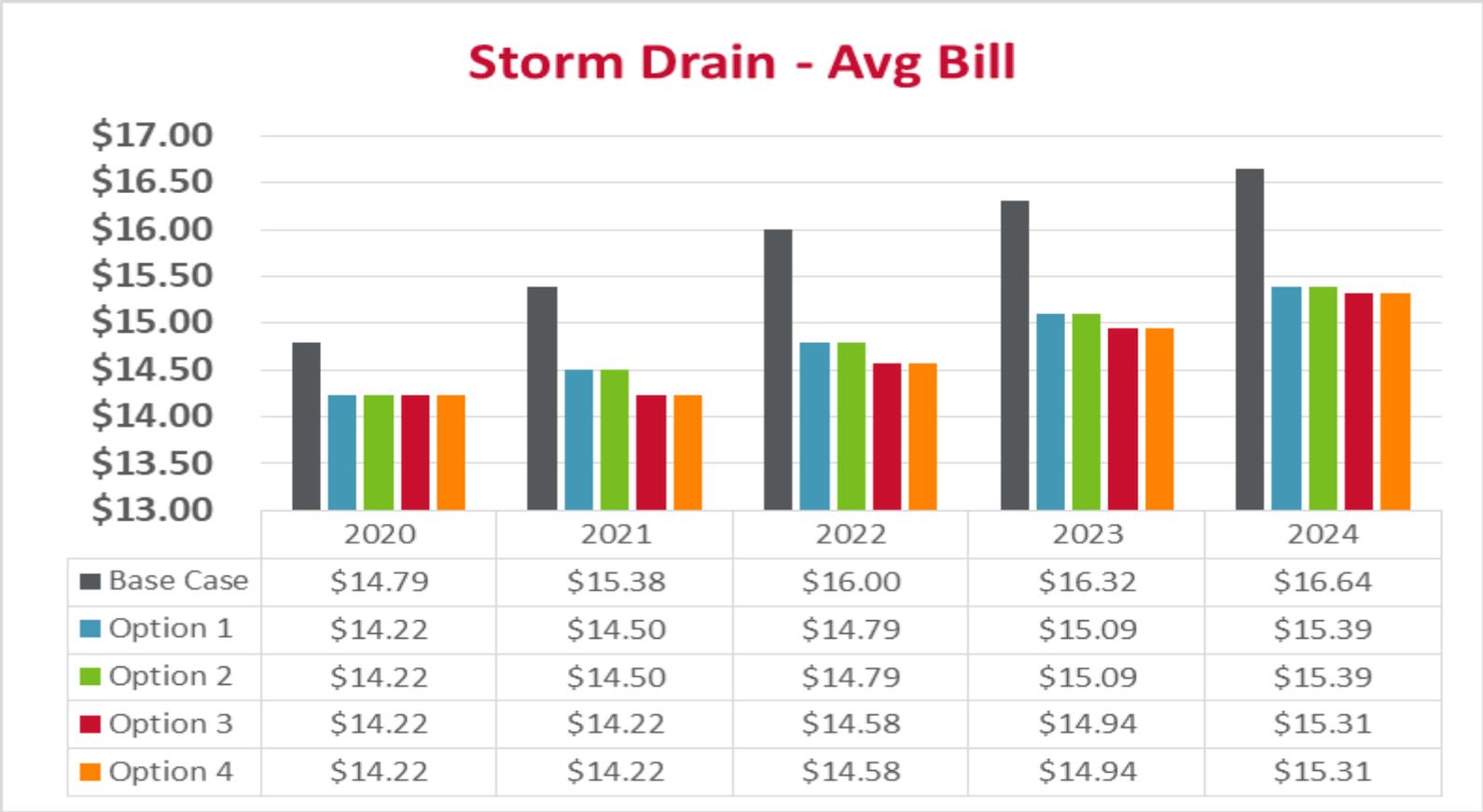
Storm Drain Rate Study Alternatives – Ending Reserve Levels



- Alternatives utilize remaining reserves to fund capital shifted to 2025 and 2026
- Analysis balanced needs over the long-term period

Base Case: Rate Study Update
 Option 1: 2020 Rate Adjustment
 Option 2: 2021 Rate Adjustment
 Option 3: Hold Avg. Customer Bill
 Option 4: Meet Sewer DSC Ratio

Storm Drain Rate Study Alternatives – Single Family Average Bill



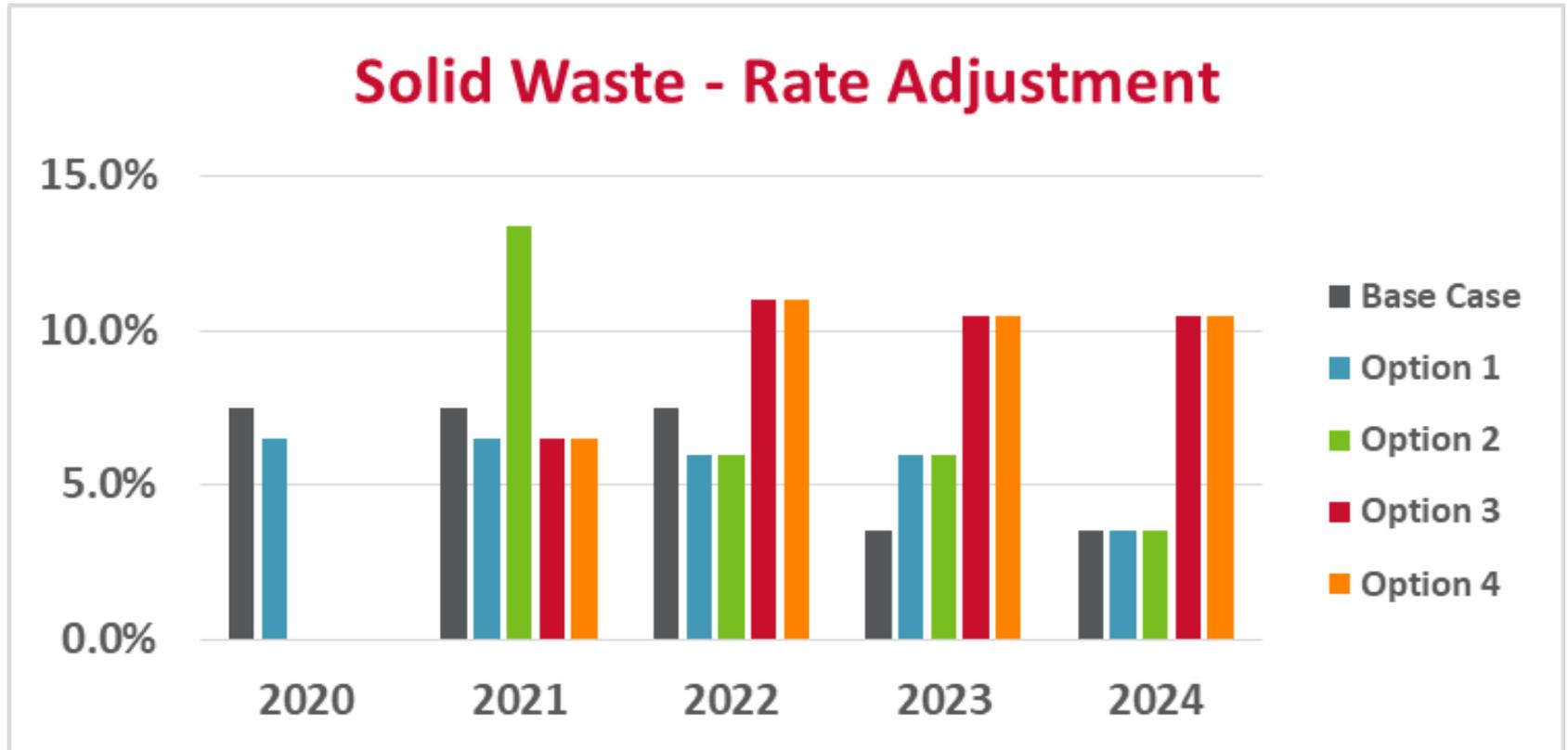
Base Case: Rate Study Update
Option 1: 2020 Rate Adjustment
Option 2: 2021 Rate Adjustment
Option 3: Hold Avg. Customer Bill
Option 4: Meet Sewer DSC Ratio

Summary of the Storm Drain Rate Study Options

- Projected revenue/rate adjustments are minimal
 - Due to shifting of capital improvement needs
- Reserve target minimums are met
 - Reducing minimum target reserve levels
 - Need to maintain levels through 2024 for capital needs in out years (shifted capital)
- Possible additional capital needs may be identified in current planning and permitting process
- All options are viable alternatives for consideration
 - Minimal difference in final monthly customer rates



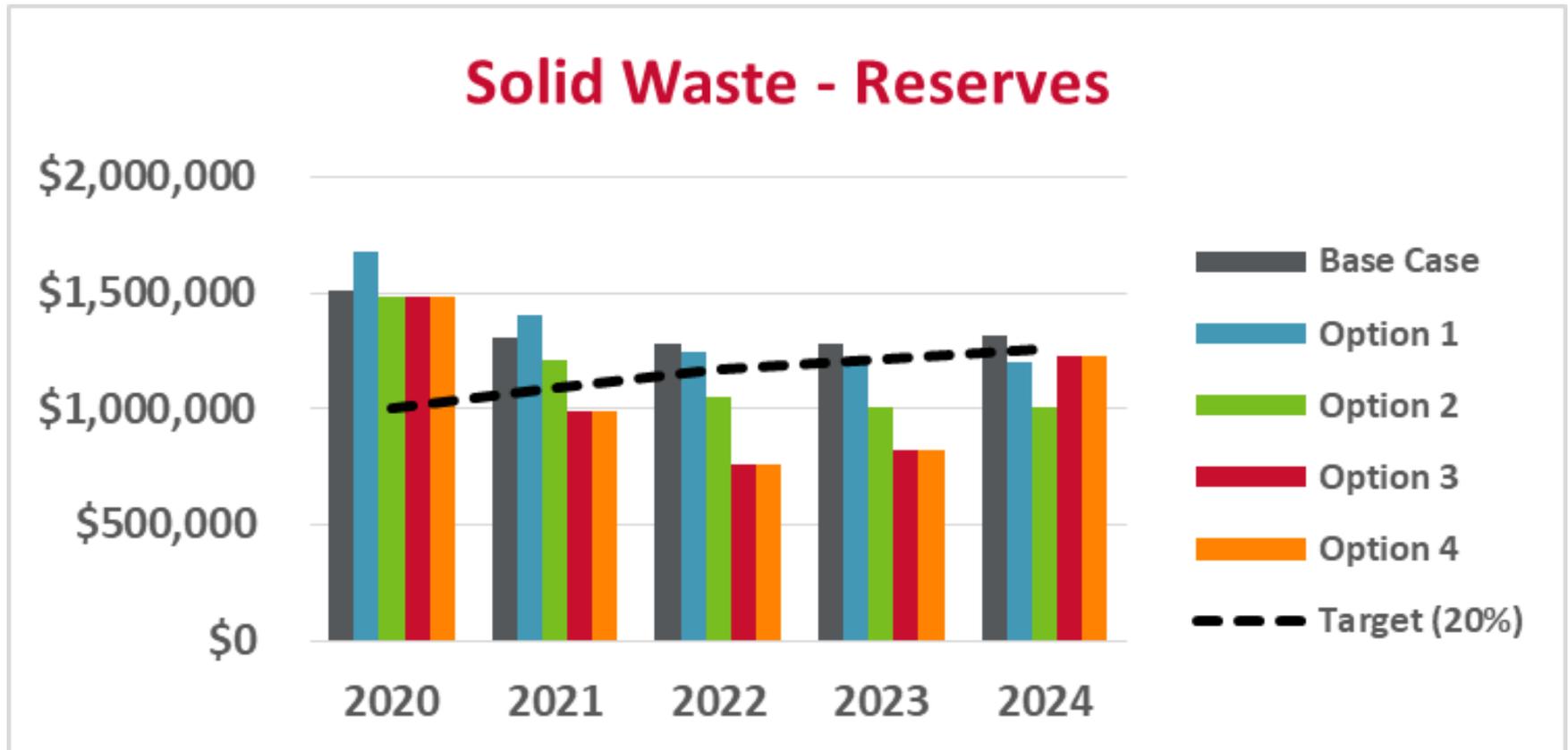
Solid Waste Rate Study Alternatives – Annual Rate Adjustment



- Increase in Island County disposal costs results in the need to increase rates
 - Recycling increase of ~200%
 - Disposal increase of ~26%

Base Case: Rate Study Update
Option 1: 2020 Rate Adjustment
Option 2: 2021 Rate Adjustment
Option 3: Hold Avg. Customer Bill
Option 4: Meet Sewer DSC Ratio

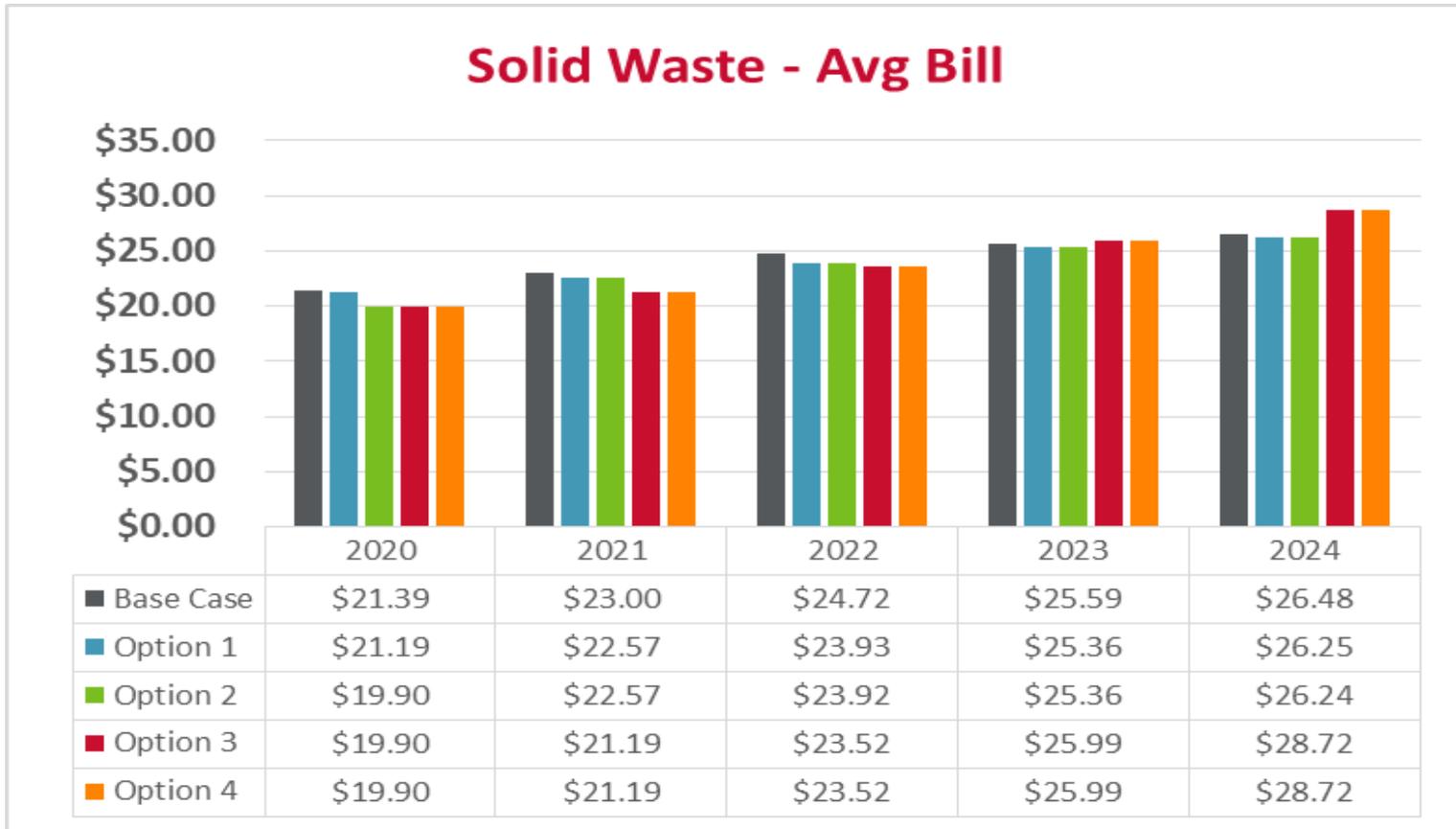
Solid Waste Rate Study Alternatives – Ending Reserve Levels



- No rate change in 2020 significantly impacts ending target reserves
 - Reduced target minimum of 20%

Base Case: Rate Study Update
Option 1: 2020 Rate Adjustment
Option 2: 2021 Rate Adjustment
Option 3: Hold Avg. Customer Bill
Option 4: Meet Sewer DSC Ratio

Solid Waste Rate Study Alternatives – Single Family Average Bill



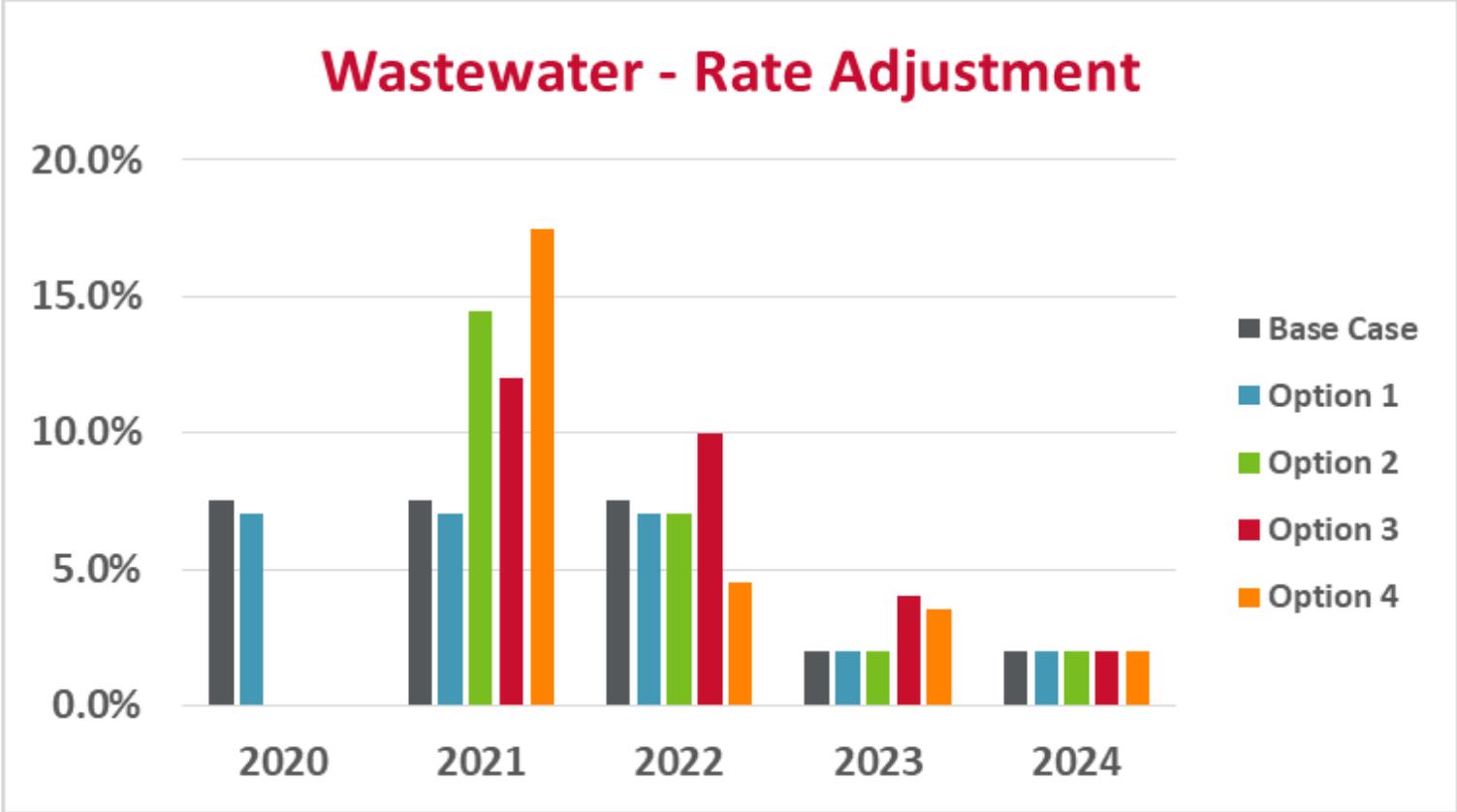
Base Case: Rate Study Update
Option 1: 2020 Rate Adjustment
Option 2: 2021 Rate Adjustment
Option 3: Hold Avg. Customer Bill
Option 4: Meet Sewer DSC Ratio

Solid Waste Rate Study Alternatives (Options)

- Revenue adjustments are necessary
 - Current rates/revenues are not covering increase in Island County disposal costs
- Reserve target minimums are not met over the time period
 - Reserves are being utilized to fund increase in disposal costs
 - Rate adjustments are necessary to meet minimum target reserve levels in 2024
- All options are viable alternatives for consideration except:
 - Option 2 does not meet minimum target reserve levels
 - Option 1 assumes a 2020 rate adjustment (assumes Council does not want to implement a 2020 rate adjustment)



Wastewater Rate Study Alternatives – Annual Rate Adjustment



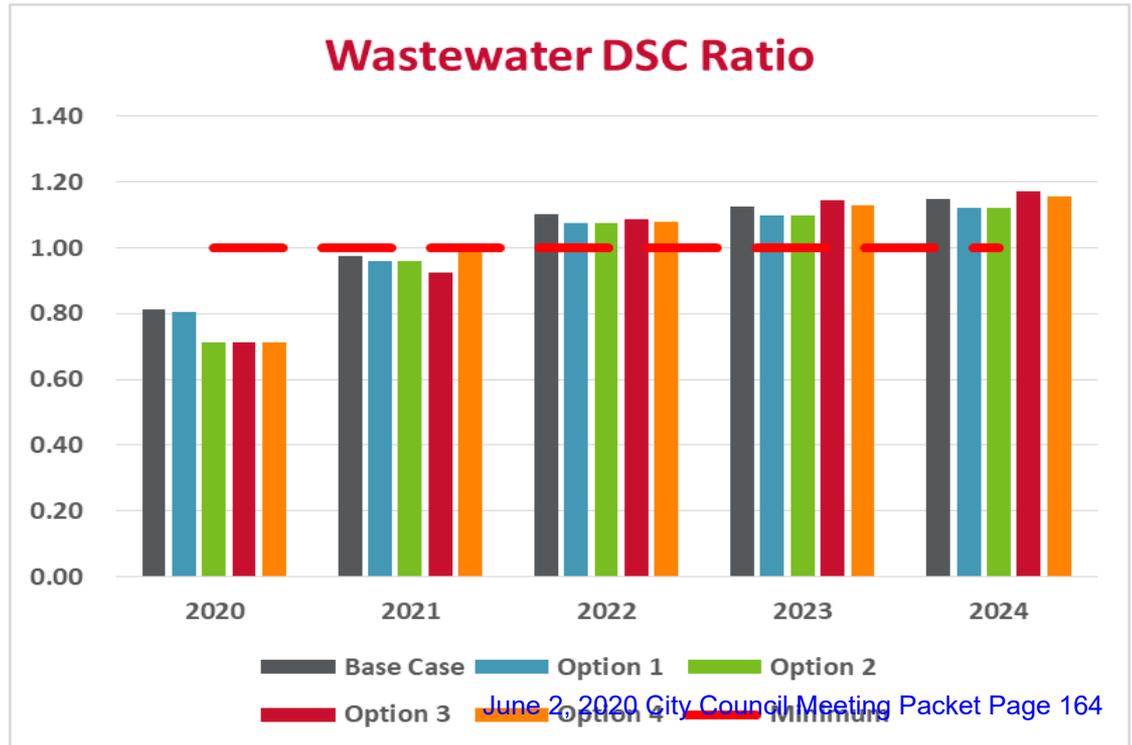
- Rate/revenue adjustments are necessary to meet overall debt service requirements

Base Case: Rate Study Update
 Option 1: 2020 Rate Adjustment
 Option 2: 2021 Rate Adjustment
 Option 3: Hold Avg. Customer Bill
 Option 4: Meet Sewer DSC Ratio

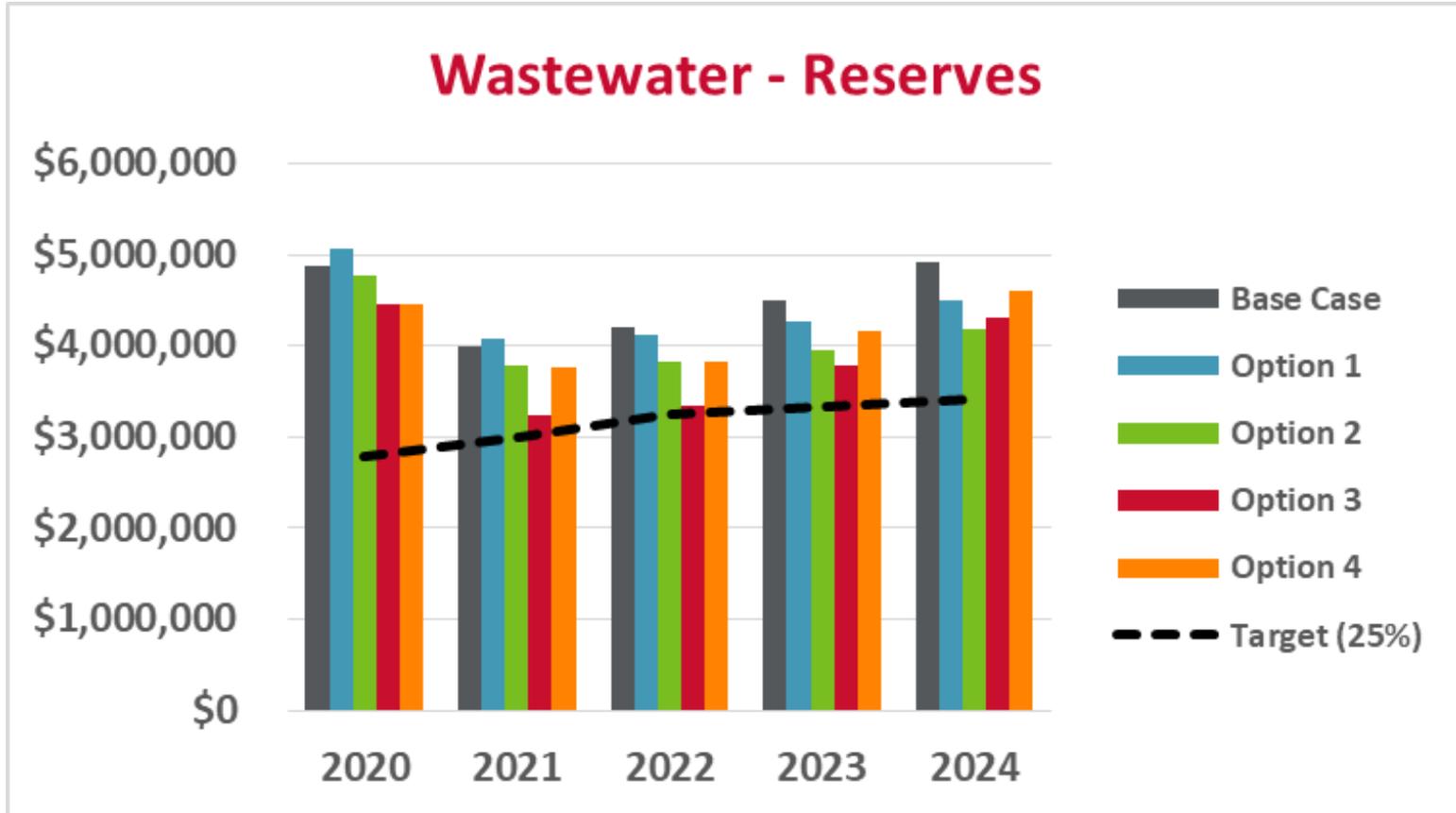
Debt Service Coverage Ratio

- Proposed options meet revenue bond debt service coverage requirements
- Only Option 4 meets overall (all-in) debt service coverage requirements in 2021
 - Shows that revenues are not sufficient to fund annual O&M and annual debt service requirements
 - Will hinder, or not allow, future issuance of debt, or generally low interest loans

Base Case: Rate Study Update
Option 1: 2020 Rate Adjustment
Option 2: 2021 Rate Adjustment
Option 3: Hold Avg. Customer Bill
Option 4: Meet Sewer DSC Ratio

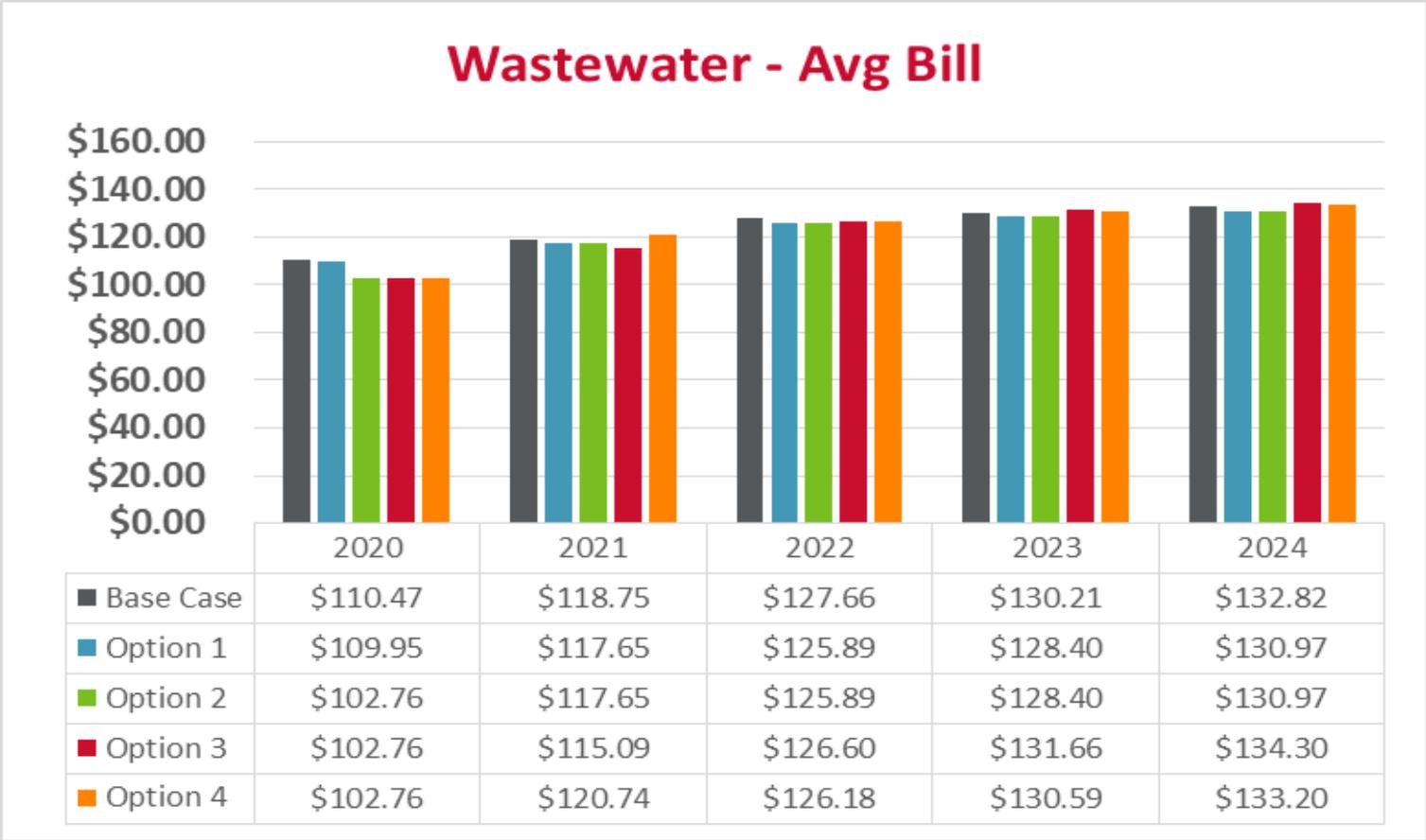


Wastewater Rate Study Alternatives – Ending Reserve Levels



Base Case: Rate Study Update
Option 1: 2020 Rate Adjustment
Option 2: 2021 Rate Adjustment
Option 3: Hold Avg. Customer Bill
Option 4: Meet Sewer DSC Ratio

Wastewater Rate Study Alternatives – Single Family Average Bill



Base Case: Rate Study Update
Option 1: 2020 Rate Adjustment
Option 2: 2021 Rate Adjustment
Option 3: Hold Avg. Customer Bill
Option 4: Meet Sewer DSC Ratio

Summary of the Wastewater Rate Study Options

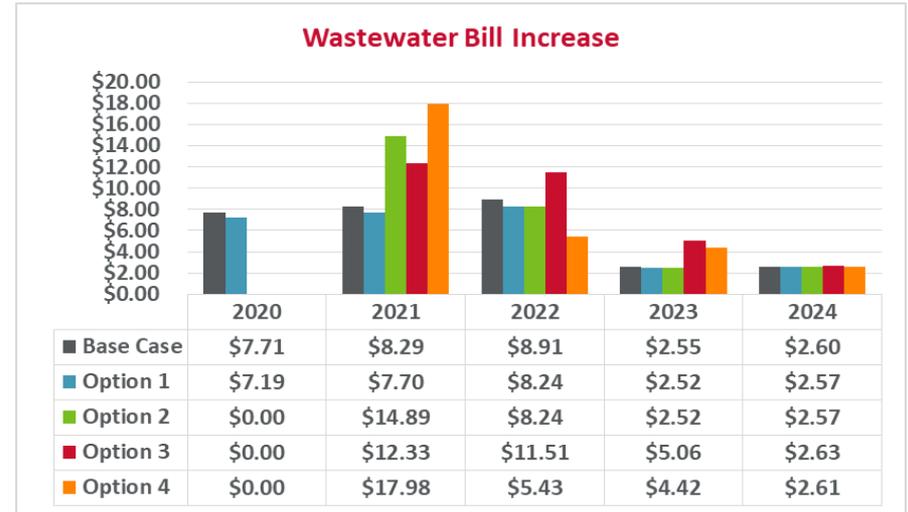
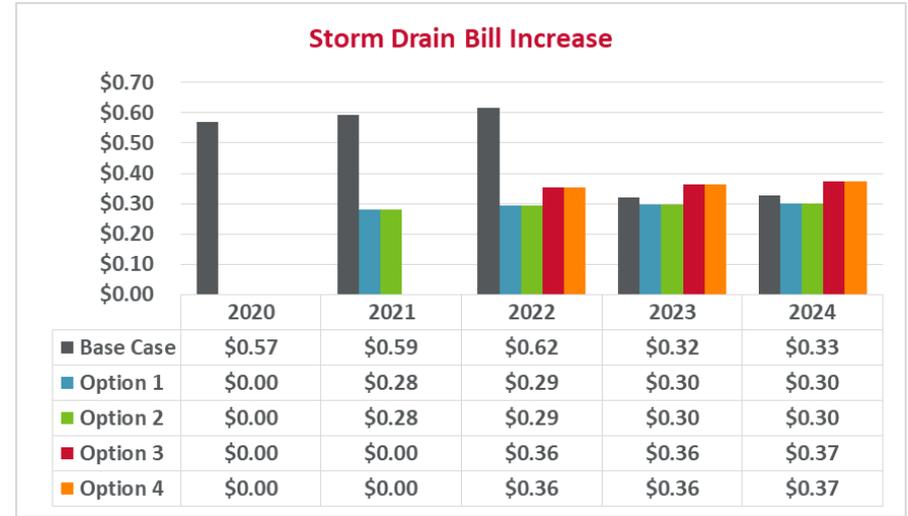
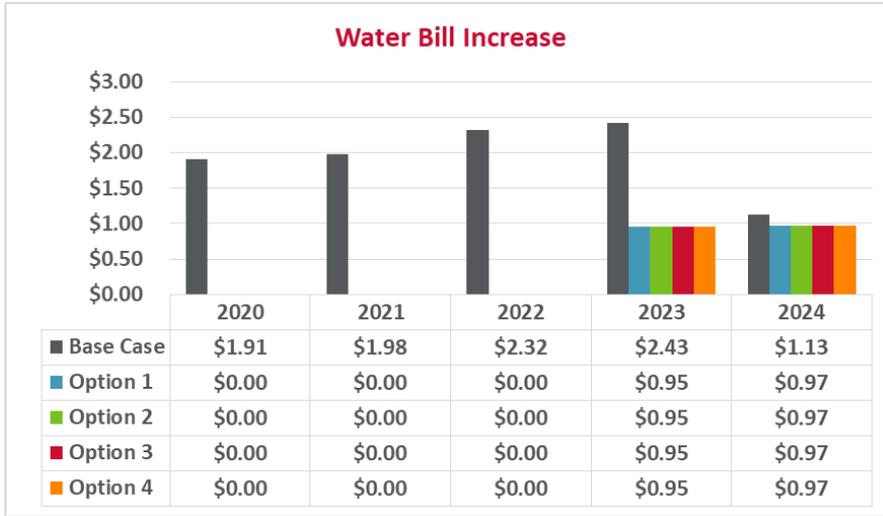
- Revenue adjustments are necessary
- Need to maintain adequate debt service coverage ratio
 - General fund, or other reserve transfers, do not generally impact coverage ratio
- Reserve target minimums are met over the time period
 - Reserves are being utilized in initial years to fund O&M and capital needs
 - Need to maintain sufficient reserves given level of annual debt service
- All options are viable alternatives for consideration
 - Only option 4 meets overall debt service coverage in 2021
 - Minimizing initial rates increases future year rate adjustments and ending reserve balances
 - Transfer of general fund reserves has minimal impact on rates





**Summary
Comparison**

Total Bill Increase



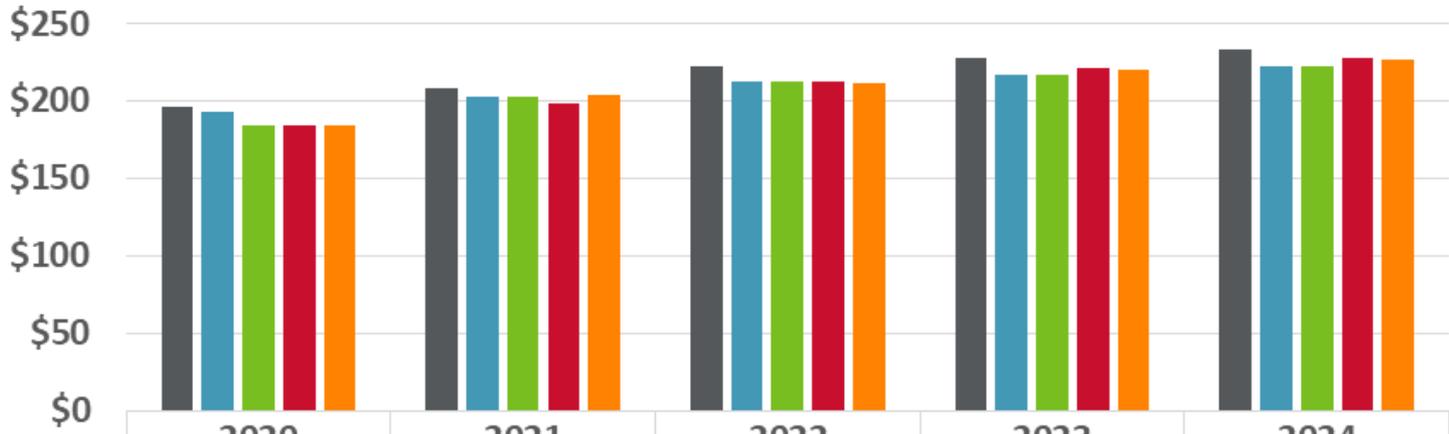
Base Case: Rate Study Update
Option 1: 2020 Rate Adjustment
Option 2: 2021 Rate Adjustment
Option 3: Hold Avg. Customer Bill
Option 4: Meet Sewer DSC Ratio

	2020	2021	2022	2023	2024	5 yr Mo Incr
Base Case	11.68	12.47	13.56	6.16	4.95	48.83
Option 1	8.49	9.35	9.89	5.20	4.73	37.66
Option 2	-	17.84	9.88	5.20	4.73	37.65
Option 3	-	13.62	8.85	6.71	4.38	38.99
Option 4	-	19.28	8.12	8.20	6.69	42.29

Combined Bill Impacts

Base Case: Rate Study Update
 Option 1: 2020 Rate Adjustment
 Option 2: 2021 Rate Adjustment
 Option 3: Hold Avg. Customer Bill
 Option 4: Meet Sewer DSC Ratio

Combined Utility - Average Single Family Total Bill



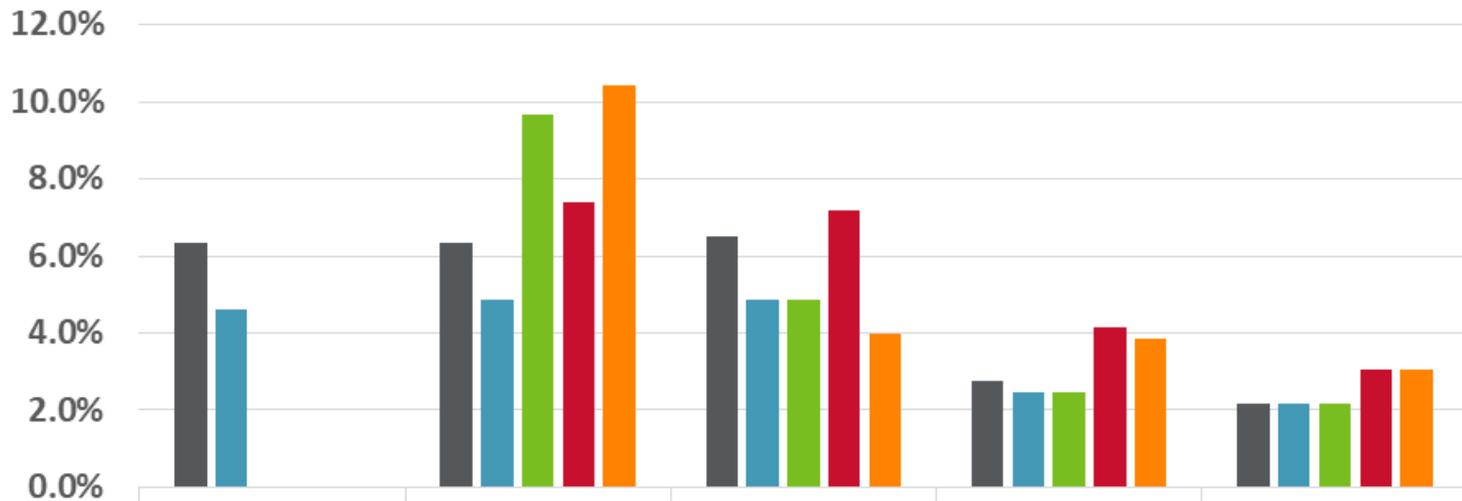
	2020	2021	2022	2023	2024
■ Base Case	\$196.26	\$208.72	\$222.29	\$228.45	\$233.41
■ Option 1	\$193.07	\$202.42	\$212.31	\$217.51	\$222.24
■ Option 2	\$184.58	\$202.42	\$212.30	\$217.50	\$222.23
■ Option 3	\$184.58	\$198.20	\$212.40	\$221.25	\$227.96
■ Option 4	\$184.58	\$203.86	\$211.98	\$220.18	\$226.87



Combined Bill Change

Base Case: Rate Study Update
 Option 1: 2020 Rate Adjustment
 Option 2: 2021 Rate Adjustment
 Option 3: Hold Avg. Customer Bill
 Option 4: Meet Sewer DSC Ratio

Combined Utility - Average Single Family Bill Overall % Change



	2020	2021	2022	2023	2024
■ Base Case	6.3%	6.4%	6.5%	2.8%	2.2%
■ Option 1	4.6%	4.8%	4.9%	2.5%	2.2%
■ Option 2	0.0%	9.7%	4.9%	2.5%	2.2%
■ Option 3	0.0%	7.4%	7.2%	4.2%	3.0%
■ Option 4	0.0%	10.4%	4.0%	3.9%	3.0%

Summary and Recommendations

- Rate adjustments are necessary in 2020 - 2024
 - Need to meet financial requirements; debt service coverage ratios and reserve target minimums
 - Transfer of reserves is a one-time revenue and does not change overall revenue/rate needs
- Water rate adjustments can be deferred until 2023
- Storm drain adjustments can be deferred until 2022
 - Assuming no changes in capital or permit requirements
- Solid waste rate adjustments are necessary
 - Need to fund increase in Island County disposal costs
 - Need to maintain target minimum reserves
- Wastewater rate adjustments are necessary
 - Maintain debt service coverage
 - Adequate reserves given level of annual debt service payments



Next Steps

- Discuss results of the rate update
- Finalize rates based on preferred Council option
- Implement final, approved rate revenue adjustments



Thank you for your input!



City of Oak Harbor
City Council Agenda Bill

Bill No. 7.a.
Date: June 2, 2020
Subject: Resolution 20-18: Council
determination of use of CARES
Funding for North Whidbey
Small Business Relief Fund
Program

FROM: Blaine Oborn, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Recommended motion:

Move to approve Resolution 20-18 City Council Determination of the use of CARES Funding for North Whidbey Island Small Business Relief Fund Program to Assist Businesses Impacted Financially by COVID-19.

BACKGROUND / SUMMARY INFORMATION

City Administration is actively coordinating with Island County, Greater Oak Harbor Chamber of Commerce, and Oak Harbor Main Street Association (OHMSA) on COVID-19 economic recovery response efforts. The City participates in a weekly Monday meeting with the Island County Economic Recovery Taskforce and a weekly Thursday meeting with Oak Harbor Chamber and OHMSA.

City Administrator Blaine Oborn is also working directly Island County Commissioner Jill Johnson on a Small Business Relief Fund for North Whidbey Island (98277 zip code). Island County will receive \$4,665,100 in CARES Funding. Commissioner Johnson has procured \$333,000 in County CARES funds to start this relief effort.

In addition, the City will receive \$689,100 in CARES Funding. Resolution 20-18 provides City Council approval to proceed with a partnership with Island County to quickly create and fund the North Whidbey Island Small Business Relief Fund. The business relief grant is for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru September 30, 2020. The Grant will be used for economic support in connection with the COVID-19 public health emergency related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required

closures. City can designate \$344,550 (50%) of CARES Funds to the North Whidbey Island Small Business Relief Fund Program. The remaining CARES Funding \$344,550 (50%) should be adequate to be used for City COVID-19 related expenditures. The grant is for small businesses with fewer than 50 employees and is up to \$10,000 per applicant. The City and County will work on the process of using City and County CARES funding for the North Whidbey Island Small Business Relief Fund Grants. A Professional Services Agreement with the Greater Oak Harbor Chamber of Commerce for grant coordination services will be discussed in a subsequent item. The plan is to create an Ad-hoc committee to review grant applications and make recommendations of grant awards to the City Council. Mayor Severns and Island County Commissioner Johnson will have input in the selection of the Ad-Hoc non-elected committee members given the partnership between the City and County. The City is also seeking clarification on eligible expenses for the grant and the terms of the grant may change based on specifics from the Washington State Department of Commerce.

LEGAL AUTHORITY

Department of Commerce and City enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

FISCAL IMPACT

Provides relief for unbudgeted necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Reimbursable agreement with unclear guidelines may cause a higher risk of post expenditure disallowance than typical grants.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

May 20, 2020 – Workshop: Overview of COVID-19 Economic Recovery Response Effort and CARES Funding.

ATTACHMENTS

1. [Resolution 20-18 CARES Funding of North Whidbey Business Relief Program](#)

RESOLUTION 20-18

A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON, CITY COUNCIL DETERMINATION OF THE USE OF CARES FUNDING FOR NORTH WHIDBEY ISLAND SMALL BUSINESS RELIEF FUND PROGRAM TO ASSIST BUSINESSES IMPACTED FINANCIALLY BY COVID-19

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services secretary Alex Azar declared a public health emergency for COVID-19, beginning January 27, 2020; and,

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee proclaimed a public health emergency for COVID-19, beginning February 29, 2020; and,

WHEREAS, on March 2, 2020 Island County Board of Commissioners proclaimed a public health emergency within Island County, WA for the COVID-19 virus; and,

WHEREAS, on March 6, 2020, Mayor Severns signed an Emergency Proclamation declaring a state of emergency exists; and,

WHEREAS, on March 17, 2020, the Oak Harbor City Council approved Resolution 20-09 affirming the Mayor's Emergency Proclamation and invoking certain emergency powers as provided for by Chapter 38.52 RCW; and,

WHEREAS, on March 23, 2020 Washington State Governor Jay Inslee signed Proclamation 20-25, mandating certain "Stay Home – Stay Healthy" measures, including the closure of all non-essential businesses; and,

WHEREAS, this action will have an undeniable and unfortunate economic impact on many Oak Harbor area community members; and,

WHEREAS, the Governor's Stay Home – Stay Healthy order and the COVID-19 crisis has impacted many businesses' ability in the Greater Oak Harbor Community to earn their regular incomes; and,

WHEREAS, The City of Oak Harbor and the Washington State Department of Commerce are entering an Interagency Agreement for the Coronavirus Relief Fund for Local Governments Grant in the amount of \$689,100 using CARES Act Funds; and,

WHEREAS, The Grant is for "Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020"; and,

WHEREAS, The Grant can be used for economic support in connection with the COVID-19 public health emergency related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures; and,

WHEREAS, Island County and City of Oak Harbor are partnering CARES Funds to create the North Whidbey Island Small Business Relief Fund Program (98277 zip code); and,

WHEREAS, the North Whidbey Island Small Business Relief Fund Program will assist small businesses with grants to help get them back to work or adjust to new compliance requirements because of COVID-19; and,

WHEREAS, Island County has designated \$333,000 of CARES Funds to the North Whidbey Island Small Business Relief Fund Program; and,

WHEREAS, Island County may designate additional CARES Funds to the North Whidbey Island Small Business Relief Fund Program;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor that:

1. City designates \$344,550 of CARES Funds to the North Whidbey Island Small Business Relief Fund Program.
2. City Departments take action to use City and County CARES Funding for the North Whidbey Island Small Business Relief Fund Program to assist businesses impacted financially by COVID-19.
3. The City may designate additional CARES Funds to the North Whidbey Island Small Business Relief Fund Program.

PASSED by the City Council and approved by its Mayor this 2nd day of June 2020.

CITY OF OAK HARBOR

Robert Severns, Mayor

Attest:

Julie Lindsey, City Clerk

Approved as to form:

Anna Thompson, Interim City Attorney

City of Oak Harbor
City Council Agenda Bill

Bill No. 8.a.
Date: June 2, 2020
Subject: Interagency Agreement with the
Washington State Department
of Commerce, CARES Act
Funds for Local Governments

FROM: Blaine Oborn, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Blaine Oborn, City Administrator
- ⊙ Patricia Soule, Finance Director
- ⊙ Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Recommended motion:

Move to authorize Mayor Severns to sign Interagency Agreement for the Coronavirus Relief Fund for Local Governments Grant in the amount of \$689,100.

BACKGROUND / SUMMARY INFORMATION

The City of Oak Harbor has been notified by the Washington State Department of Commerce of CARES Act Funds for Local Governments in Washington State. The available Coronavirus Relief Funds for the City of Oak Harbor is \$689,100. The Grant is for “Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.” The City will receive reimbursement for allowable expenses as identified in the Scope of Work or as authorized in advance by Commerce as reimbursable.

Scope of Work

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND
2. Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.

Revenue replacement is not a permissible use of Fund payments.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:

- a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- c. Costs of providing COVID-19 testing, including serological testing.
- d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
- d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- e. Expenses for public safety measures undertaken in response to COVID-19.
- f. Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- c. Expenses to improve telework capabilities for public employees to enable compliance with

COVID-19 public health precautions.

d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.

e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.

f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.

b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.

c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

The City intends to seek reimbursement under the Grant for City eligible expense related to 1) Medical, 2) Public Health, 3) Payroll, 4) Actions to Comply with Public Health Measures and 6) Other Covid-19 Expenses. Economic support efforts for local businesses will be discussed in a subsequent item.

LEGAL AUTHORITY

Department of Commerce and the City enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

FISCAL IMPACT

Provides relief for unbudgeted necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). This is a reimbursable agreement with ambiguous guidelines, and additional guidelines are still being developed, causing a higher risk of post expenditure disallowance than typical grants.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

May 20, 2020 – Workshop: Overview of COVID-19 Economic Recovery Response Effort and CARES Funding.

ATTACHMENTS

1. [Department of Commerce Contract Working Papers showing Grant Amount](#)
2. [Coronavirus Relief Funds for Local Governments Program Guidelines](#)
3. [Interagency Agreement through the Coronavirus Relief Fund for Local Governments \(template\)](#)

Coronavirus Relief Funds for Local Governments Contract Working Papers

Local Government Name: Oak Harbor

COM Contract Number: 20-6541C-270

COM Short Code: CV20270

Grant Amount: \$689,100

Instructions:

Before you can receive funds a contract will need to be executed between your local governmental entity and the state. Please follow these steps to get the contracting process started:

1. Completely fill out the survey questions by typing your responses in the electronic version of this form;
2. Compile and email these documents to: Kari Sample at kari.sample@commerce.wa.gov

All grantees are required to set up an SWV number so funds may be sent electronically. Please find detailed instructions here: [Office of Financial Management](#). It may take up to three weeks after you submit this information for an electronic transfer account to be set up. You may immediately submit your contract readiness survey to us; we will automatically receive your SWV number from the office that sets them up.

Thank you for your assistance in making this contract-writing process as quick and easy as possible!

If you have any questions or need additional information, please contact Kari Sample, at kari.sample@commerce.wa.gov or (360) 764-3090.

GRANTEE INFORMATION

** Required Field*

	<i>List the contact information for the person who will administer the grant once the contract is signed. Grant documents and correspondence will be sent to this person.</i>	
	First Name: *	Blaine
	Last Name: *	Oborn
	Title: *	City Administrator
	E-mail Address: *	boborn@oakharbor.org
	Telephone Number: *	360-279-4501
2	Street Address: *	865 SE Barrington Drive
	City: *	Oak Harbor
	Zip Code: *	98277
3	Statewide Vendor (SWV) number: *	SWV0019248-00
4	Your Federal Indirect Rate:	We do not have a negotiated federal indirect rate.
5	Your fiscal year end date:	12/31
6	<i>List the name and title for the person authorized by this organization to sign the contract.</i>	
	First Name:	Bob
	Last Name:	Severns
	Title:	Mayor



Coronavirus Relief Funds for Local Governments Program Guidelines

CARES Act Funds for Local Governments
In Washington State

Administered by the Department of Commerce
Local Government Division

*P.O. Box 42525
Olympia, WA 98504-2525*

Contact Information

Mailing / Street Address:

Washington State Department of Commerce
Local Government Division
PO Box 42525
1011 Plum Street SE
Olympia, WA 98504-2525

Program Leadership:

Tony Hanson
Deputy Assistant Director
Community Capital Facilities Unit
360-725-3005
Tony.Hanson@commerce.wa.gov

Tina Hochwender
Managing Director
Community Assistance and Research Unit
360-725-3087
Tina.Hochwender@commerce.wa.gov

Commerce Leadership:

Lisa Brown, Ph.D.
Director

Mark Barkley
Assistant Director
Local Government Division

This publication is available in an alternative format upon request. Events sponsored by Commerce are accessible to persons with disabilities. Accommodations may be arranged with a minimum of 10 working days' notice by calling 360-725-3087

Coronavirus Relief Funds (CRF) for Local Governments Program Guidelines

TABLE OF CONTENTS

General Information.....	1
1. Source of Funds.....	1
2. Allocation Formula	1
3. Period of Performance	1
4. Intended Use.....	1
5. Eligible Costs	2
6. Ineligible Costs	4
7. Eligible Cost Test	4
8. Cost Reimbursements.....	5
Process & Procedure to Obtain Funds	7
1. Award Letter.....	7
2. Working Papers	7
3. Contract	7
4. Reimbursement Requests.....	8
5. A-19 Certification and Activity Report.....	8

General Information

1. Source of Funds

You have been awarded funds through the state's Coronavirus Relief Funds (CRF). The funds are available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Your grant is funded entirely through the federal stimulus funding under the CARES Act provided by the U.S. Department of Treasury (US Treasury) to the Governor via the Office of Financial Management (OFM).

On April 27, 2020 Governor Inslee announced the award of nearly \$300 million to local governments in CRF from the state's allocation of the CARES Act funding.

2. Allocation Formula

OFM developed the allocation methodology and determined the jurisdiction amounts. The allocations were based on 2019 population estimates for each jurisdiction.

Funds will be provided to cities and counties with populations under 500,000 that were ineligible to receive direct funding under the CARES Act. Each county will receive a minimum distribution of \$250,000 and each city will receive a minimum distribution of \$25,000.

Cities and counties with populations over 500,000 did not receive a direct allocation from the state. Instead these jurisdictions received a direct allocation from the US Treasury (i.e. city of Seattle, King Co., Pierce Co., Snohomish Co., etc.).

For a complete list of cities and counties and their allocations, click [here](#).

3. Period of Performance

The Coronavirus Relief Funds may only be used for costs incurred by local governments in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020.

The [US Treasury's Guidance](#) provides an end date of December 30, 2020. This is the end date in which the state must have reimbursed all "recipients of the funds" (grantees) their costs incurred in response to the COVID-19 emergency. In order to allow time for Commerce to process final payments and conduct contract closeouts; and for OFM to fully utilize any unspent funds before they expire, expenditures are only being accepted on costs incurred through October 31, 2020.

All final requests for reimbursement must be submitted no later than November 15, 2020.

4. Intended Use

Under the CARES Act, the Coronavirus Relief Funds (CRF) may be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); *AND*
2. Are **NOT** accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government. The "most recently

approved” budget refers to the enacted budget for the relevant fiscal period for the particular government. A cost meets this requirement if:

- a) The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; *OR*
 - b) The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
3. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Funds may **NOT** be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The use of these funds are very broad and flexible, and can be used for both operating and **capital expenditures**.

If funds are being used for capital expenditures such as acquisition of real property or construction / renovation costs, please contact us immediately. We will provide you with further information and guidance. Utilizing CRF for these purposes will require additional Federal and state provisions being applied to the project such as:

- All projects must be reviewed under a Federal Section 106 review for archaeological and cultural resources if the project: acquires property, disturbs ground, and/or involves structures more than 50 years old. Grantees must submit documentation to the project manager when the review is complete. Section 106 supersedes the [Governor's Executive Order 05-05](#) review.
- Construction / renovation projects may be required to meet high-performance building standards and document they have entered the state's LEED certification process.
- Construction / renovation projects will be required to follow Federal Davis Bacon and state prevailing wage laws, rules, and regulations.

Additionally, grantees must ensure all capital expenditures are only for costs incurred through the limited timeframe of March 1, 2020 thru October 31, 2020.

5. Eligible costs

There are six (6) primary eligible cost categories. These cost categories and their eligible cost sub-categories are as follows:

1. **Medical expenses** such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.

- Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. **Public health expenses** such as:
- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. **Payroll expenses** for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. **Expenses of actions to facilitate compliance with COVID-19-related public health measures**, such as:
- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. **Expenses associated with the provision of economic support** in connection with the COVID-19 public health emergency, such as:
- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a state, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. **Any other COVID-19-related expenses** reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

6. *Ineligible costs*

Non-allowable expenditures include, but are not limited to:

1. Expenses for the state share of Medicaid.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by states to state unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

7. *Eligible cost test*

Grantees are charged with determining whether or not an expense is eligible based on the [US Treasury's Guidance](#) and as provided in the grantee's contract scope of work with Commerce.

To assist grantees with this determination, Commerce has developed an [eligibility cost test](#). This test gives each grantee full authority to make the appropriate call for each circumstance.

TEST – If all responses for the particular incurred cost are “true” for all five statements below, then a jurisdiction can feel confident the cost is eligible:

1. The expense is connected to the COVID-19 emergency.
2. The expense is “necessary”.
3. The expense is not filling a short fall in government revenues.
4. The expense is not funded thru another budget line item, allotment or allocation, as of March 27, 2020.
5. The expense wouldn't exist without COVID-19 OR would be for a “substantially different” purpose.

It is the responsibility of each grantee to define “**necessary**” or “**substantially different**”, giving the grantee the authority and flexibility to make their own determination.

Additional consideration – The intent of these funds is to help jurisdictions cover the *immediate impacts* of the COVID-19 emergency. Both direct costs to the jurisdiction and costs to their communities. There are many possible eligible costs.

Many costs are clearly eligible and others are in more of a grey area. One could probably justify some of the “grey area” costs based on the test, but are they directly addressing the *immediate impacts*? Possibly not. In these situations it may be safer and more appropriate to utilize the funds in one of the many other eligible cost categories that more clearly meet the intent of the funds. Again, each grantee has the full authority to make the final call based on their circumstances and justification.

8. Cost reimbursement

Funds are available on a reimbursement basis only, and cannot be advanced under *any* circumstances. If funds are being used for the acquisition of real property or construction / renovation costs, please contact us immediately. Reimbursable costs are those that a Grantee has already incurred. We may only reimburse grantees for eligible costs incurred in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020.

Final Date of Reimbursements

In order to ensure all awardees and their costs incurred in response to the COVID-19 emergency are paid out by December 30, 2020 per the [US Treasury's Guidance](#), expenditures are only being accepted on costs incurred through **October 31, 2020**.

All final requests for reimbursement must be submitted no later than November 15, 2020.

Grantees will not be required to submit a proposed budget prior to contract execution. Grantees will have the discretion and flexibility to determine where these funds may best serve their communities.

Each grantee will determine eligible costs to submit for reimbursement. For reporting purposes, expenditures must be tracked at the sub-category level for the six (6) primary eligible cost categories, as follows:

1. Medical Expenses
 - A. Public hospitals, clinics, and similar facilities
 - B. Temporary public medical facilities & increased capacity
 - C. COVID-19 testing, including serological testing
 - D. Emergency medical response expenses
 - E. Telemedicine capabilities
 - F. Other

2. Public Health Expenses
 - A. Communication and enforcement of public health measures
 - B. Medical and protective supplies, including sanitation and PPE
 - C. Disinfecting public areas and other facilities
 - D. Technical assistance on COVID-19 threat mitigation
 - E. Public safety measures undertaken
 - F. Quarantining individuals
 - G. Other

3. Payroll expenses for public employees dedicated to COVID-19
 - A. Public Safety
 - B. Public Health
 - C. Health Care
 - D. Human Services
 - E. Economic Development
 - F. Other

4. Expenses to facilitate compliance with COVID-19 measures
 - A. Food access and delivery to residents
 - B. Distance learning tied to school closings
 - C. Telework capabilities of public employees

- D. Paid sick and paid family and medical leave to public employees
- E. COVID-19-related expenses in county jails
- F. Care and mitigation services for homeless populations
- G. Other

5. Economic Supports

- A. Small Business Grants for business interruptions
- B. Payroll Support Programs
- C. Other

6. Other COVID-19 Expenses

No receipts or proof of payment for costs incurred will be required to be submitted to Commerce. Grantees are still required to maintain sufficient accounting records in accordance with state and federal laws. Monitoring visits may be scheduled.

Process and Procedure to Obtain Funds

1. Award Letter

Commerce strives to administer funds expediently and with a minimum of red tape. We do so within the policies and procedures established by the US Treasury and state's Legislature, OFM, Commerce, and the Office of the Attorney General. Prior to receiving funds, a contract will need to be executed with Commerce.

Award letters with instructions to initiate the contracting process will be emailed to each city and county receiving an allocation by no later than May 22nd. Emails to cities will be sent to mayors and any other contacts obtained with the assistance of the Association of Washington Cities. Emails to counties will be sent to the county commissioners and any other contacts obtained with the assistance of the Washington State Association of Counties.

Included with the award letter will be:

- CRF Program Guidelines
- A draft contract template for review and to initiate the public process for authorization to execute once the final contract is available for execution
- Working Papers

2. Working papers

Your grant award packet includes *Working Papers*. The *Working Papers* ask for basic information needed to create a contract:

- Contact information for the person who will administer the grant once the contract is signed. Grant documents and correspondence will be sent to this person.
- Your Statewide Vendor Number (SWV#)
- Your Federal Indirect Rate
- Your fiscal year end date
- Name and title for the person authorized by the jurisdiction to sign the contract

Please complete and return the *Working Papers* to the Commerce project manager identified in the award letter as soon as possible, even if you do not plan to begin drawing your funds for a while. Your project manager will manage your contract until project completion. Feel free to give us a call if you have any questions as you fill out the form (see contact information on previous page).

3. Contract

Once the completed *Working Papers* have been received by the Commerce project manager identified in the award letter, a contract will be prepared and sent to you for signature. Have the authorized representative sign the contract and then return a scanned pdf copy to your project manager. Then the project manager will route the contract for Commerce's signature. It generally takes two to four weeks to fully execute a contract. Once executed by Commerce a fully executed copy will be scanned and a pdf copy emailed to the jurisdiction and you will have access to your funds.

Commerce is working to make the contracting process as quick and easy as possible.

4. Reimbursements

This is a reimbursement-style grant, meaning no advance payments. Funds are available once a contract is executed. All grantees are required to set up a SWV number so funds may be sent electronically. Grantees have the flexibility to cash out their grant or draw down funds as frequently as once a month as long as you have incurred documented eligible costs in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020. All final requests for reimbursement must be submitted no later than November 15, 2020.

Commerce has moved to electronic vouchering through their Contracts Management System (CMS) Online A-19 Portal. Requests for reimbursement must be submitted online through the CMS System by an individual authorized by the Grantee's organization. Online electronic vouchering provides for grantees to receive reimbursements as quickly as possible. Grantees with barriers to using the online A-19 portal, may request an A-19 form from their Commerce project manager.

Access to CMS is available through the Secure Access Washington (SAW) portal. You will need to create a SAW account if you do not already have one. Please find detailed instructions here: [Office of Financial Management](#). It may take up to three weeks after you submit this information for an electronic transfer account to be set up. We will automatically receive your SWV number from the office that sets them up.

Once logged into SAW, add the Department of Commerce to your 'services' and submit an [Online A-19 External User Request form](#). Then Commerce will add you as a new external user in CMS; and the CMS system will generate and email a registration code to you to complete the CMS registration.

For additional grantee support, refer to the [Commerce Online A-19 Webpage for External Users](#), which includes SAW resources and the CMS manual for external users.

The A-19 voucher must include a detailed breakdown of the costs incurred within each eligible budget category and the total reportable eligible expenses in response to the COVID-19 public health emergency. Accompanying with each voucher must be an executed A-19 certification and A-19 activity report. Incomplete or improperly prepared submissions may result in payment delays. After receipt and acceptance of a fully completed A-19 voucher submittal, grantees can expect electronic reimbursements within 7-10 days.

No receipts or proof of payment for costs incurred will be required to be submitted to Commerce. Grantees are still required to maintain sufficient accounting records in accordance with state and federal laws; and are responsible for maintaining clear and accurate program records, and making them accessible to Commerce and the State Auditor.

Monitoring visits may be scheduled.

5. A-19 Certification and Activity Report

In order to receive reimbursement for eligible expenses incurred, each A-19 Voucher must include:

1. A completed [A-19 Certification](#):
 - An individual authorized to execute on behalf of the local government must certify by signing this document under penalty of perjury that the items and costs listed herein and on the accompanying Commerce A-19 Voucher are eligible charges for necessary expenditures incurred due to the COVID-19 public health emergency that were not previously accounted for in the most recent approved budget as of March 27, 2020,

and that the funds were used in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

2. A completed [A-19 Activity Report](#) (*instructions included in document*):

- Must be submitted as an Excel spreadsheet, not a PDF.
- Include a detailed breakdown of the individual eligible expenditures reported by each sub-category of the six (6) primary budget categories. Each primary budget category includes sub-categories and provides an option to add “other” sub-categories.
- Include the total amount of all previous reimbursement requests for each applicable sub-category.
- Include the total amount of funds being requested in the current reimbursement request for each applicable sub-category.
- Include a brief description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds addressed the COVID-19 emergency. If applicable, please consider:
 - Providing a brief description of the specific activities performed.
 - Identifying specific populations served.
 - Identifying specific programs created or utilized.
 - Including any known or intended outcomes, results, or community impacts.

A certification and activity report must be completed and returned with each reimbursement voucher.

After the contract is executed, you will receive additional instructions on how to submit electronic reimbursement requests with the A-19 certification and A-19 activity report.



Interagency Agreement with

«Organization»

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

TABLE OF CONTENTS

Special Terms and Conditions

1.	Authority.....	1
2.	Acknowledgement of Federal Funding.....	1
3.	Contract Management	1
4.	Compensation	1
5.	Expenses.....	1
6.	Indirect Costs.....	1
7.	Billing Procedures and Payment.....	1
8.	Audit.....	2
9.	Debarment.....	3
10.	Laws.....	3
11.	Order of Precedence.....	4

General Terms and Conditions

1.	Definitions	5
2.	All Writings Contained Herein.....	5
3.	Amendments.....	5
4.	Assignment	5
5.	Confidentiality and Safeguarding of Information	5
6.	Copyright.....	6
7.	Disputes	6
8.	Governing Law and Venue	6
9.	Indemnification.....	7
10.	Licensing, Accreditation and Registration	7
11.	Recapture	7
12.	Records Maintenance.....	7
13.	Savings	7
14.	Severability	7
15.	Subcontracting.....	7
16.	Survival	8
17.	Termination for Cause	8
18.	Termination for Convenience	8
19.	Termination Procedures	8
20.	Treatment of Assets.....	9
21.	Waiver.....	10

Attachment A, Scope of Work	11
Attachment B, Budget & Invoicing.....	13
Attachment C, A-19 Certification.....	14
Attachment D, A-19 Activity Report	16

FACE SHEET

Contract Number: «Contract_Number»

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

1. Contractor «Organization» «Address» «City», Washington «Postal_Code»		2. Contractor Doing Business As (optional)	
3. Contractor Representative «First» «Last» «CDBG_ContractsTitle» «CDBG_ContractsPhone_Number» «Email»		4. COMMERCE Representative «Full_Name» P.O. Box 42525 Project Manager 1011 Plum Street SE «LU_Project_ManagerPhone_Number» Olympia, WA 98504-2525 Fax 360-586-5880 «Mgr_Email»	
5. Contract Amount «Amount»	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) «Amount»	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): «Indirect_Rate»
10. Tax ID # «TIN_Number»	11. SWV # «SWV_Number»	12. UBI # «UBI_Number»	13. DUNS # «DUNS_Number»
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment “A” – Scope of Work, Attachment “B” – Budget & Invoicing, Attachment “C” – A-19 Certification, Attachment “D” – A-19 Activity Report			
FOR CONTRACTOR _____ «Sig_Auth_Whole_Name», «Sig_Authority_Title» _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

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

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

20. TREATMENT OF ASSETS

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

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

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

21. WAIVER

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

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. ~~Were~~ not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

Page 2 of 2

- 6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.

- 7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

- 8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

Printed Name

Title

Signature

Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	

City of Oak Harbor
City Council Agenda Bill

Bill No. 8.b.
Date: June 2, 2020
Subject: Professional Service
Agreement: Greater Oak Harbor
Chamber of Commerce,
CARES Grant Coordination

FROM: Blaine Oborn, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Recommended motion:

Move to approve Professional Service Agreement between the City of Oak Harbor and the Greater Oak Harbor Chamber of Commerce for the coordination of CARES Grant for businesses in the North Whidbey Island in zip code 98277.

BACKGROUND / SUMMARY INFORMATION

City Administration is actively coordinating with Island County, Greater Oak Harbor Chamber of Commerce, and Oak Harbor Main Street Association (OHMSA) on COVID-19 economic recovery response efforts. The City participates in a weekly Monday meeting with the Island County Economic Recovery Taskforce and a weekly Thursday meeting with Oak Harbor Chamber and OHMSA.

City Administrator Blaine Oborn is also working directly Island County Commissioner Jill Johnson on a Small Business Relief Fund for North Whidbey Island (98277 zip code). Island County will receive \$4,665,100 in CARES Funding. Commissioner Johnson has procured \$333,000 in County CARES funds to start this relief effort.

In addition, the City will receive \$689,100 in CARES Funding. The City of Oak Harbor will contract with the Greater Oak Harbor Chamber of Commerce to coordinate the grant process by:

- Promoting the program to business owners through multiple methods
- Providing virtual assistance and mentoring programs for business owners
- Assisting with identifying individuals for an Ad-hoc review committee
- Processing grant applications (receive, date/time stamp, sort, provide cover sheet, contact businesses with incomplete applications, create a tracking sheet)

- Assisting businesses with submitting reimbursement requests
- Creating post report and stories to the media
- Submit requests for reimbursement costs to coordinate to the City of Oak Harbor for the Greater Oak Harbor Chamber of Commerce

LEGAL AUTHORITY

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

FISCAL IMPACT

An amount not to exceed \$50,000 from CARES Funding from the Washington State Department of Commerce will provide for grant coordination services from the Greater Oak Harbor Chamber of Commerce. The Greater Oak Harbor Chamber of Commerce will have to adhere to rules and requirements from the Washington State Department of Commerce as grant coordinators.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

May 20, 2020 – Workshop: Overview of COVID-19 Economic Recovery Response Effort and CARES Funding.

ATTACHMENTS

1. [Professional Service Agreement: Greater Oak Harbor Chamber of Commerce, CARES Grant Coordination](#)

**PROFESSIONAL SERVICE AGREEMENT BETWEEN CITY OF OAK HARBOR AND
GREATER OAK HARBOR CHAMBER OF COMMERCE:
CARES GRANT COORDINATION FOR CONTRACTED SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by a between the City of Oak Harbor, a Washington State municipal corporation (“City”), and the Greater Oak Harbor Chamber of Commerce, a Washington Chamber of Commerce (“Contractor”).

WHEREAS, Governor Inslee issued Proclamation 20-25, “Stay Home, Stay Healthy,” on March 23, 2020, which was amended on April 2, 2020, to prohibit all people in Washington State from leaving their homes or participating in social, spiritual and recreational gatherings of any kind regardless of the number of participants, and all non-essential businesses in Washington State from conducting business, within the limitations therein, through May 4, 2020; and

WHEREAS, the Federal Government and State of Washington created programs to assist businesses costs incurred from the Washington State Department of Commerce (DOC); and

WHEREAS, DOC is providing Island County and City of Oak Harbor with CARES Funding; and

WHEREAS, the City of Oak Harbor is utilizing some of the CARES Funding for City Coronavirus 2019 (COVID-19) related expenses and small business economic support; and

WHEREAS, the City of Oak Harbor is partnering with Island County to use CARES Funding for economic support to small businesses; and

WHEREAS, the City of Oak Harbor needs to create a grant funding process for promoting, coordinating, applying, processing, reviewing, selecting applications, collecting documentation for reimbursement, and issuing reimbursements to selected businesses; and

WHEREAS, The Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the service set forth in this Agreement.

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with Contracted Services regarding the **use of CARES Funding for the economic support of small businesses confirmed by the City Council** and Island County Commissioners as described in Article II. The general terms and conditions of the relationship between the City and the Contractor are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as Exhibit “A” and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Contractor unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Contractor’s profession.

ARTICLE III. OBLIGATIONS OF THE CONTRACTOR

III.1 MINOR CHANGES IN SCOPE. The Contractor shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Contractor perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in this scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Contractor at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Contractor to the City, and upon completion of the work shall become the property of the City, except that the Contractor may retain one copy of the work product and documents for its records. The Contractor will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Contractor shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Contractor, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Contractor shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

The Contractor will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Contractor.

III.3 TERM. The term of this Agreement shall commence on June 2, 2020 and shall terminate at 11:59 p.m. on December 31, 2020.

III.4 NONASSIGNABLE. The services to be provided by the Contractor shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall be considered employees of the Contractor only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any all claims made by any third party as a consequence of any negligent act or omission on the part of the Contractor or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Contractor.

III.6 INDEMINIFICATION/HOLD HARMLESS. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts,

errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

- a. **Insurance Term.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees.
- b. **No Limitation.** The Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. **Minimum Scope of Insurance.** The Contractor shall obtain insurance of the types of coverage described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Contractor's profession.
- d. **Minimum Amounts of Insurance.** The Contractor shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with the limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

- e. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- f. **Acceptability of Insurers.** The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement evidencing the insurance requirements of the Contractor before commencement of the work.
- g. **Notice of Cancellation.** The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt to such notice.
- h. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- i. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Contractor agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Contractor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Contractor will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Contractor agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Contractor shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Contractor represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to

perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws in Washington. Venue of any litigation commenced relating to this Agreement shall be in Island County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

- a. The Contractor and the City understand and expressly agree that the Contractor is an independent contractor in the performance of each and every part of this Agreement. The Contractor expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended.

The Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Contractor shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

- b. The Contractor shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Contractor shall pay the same before it becomes due.
- c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.
- d. Prior to commencement of work, the Contractor shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Contractor agrees to and shall notify the City of any potential conflicts of interest in Contractor's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Contractor agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS.

- a. The Contractor shall be responsible for all work performed by subcontractors pursuant to the terms of this Agreement.
- b. The Contractor must verify that any subcontractors they directly hire meet the responsibility criteria for the project. Verification that a subcontractor has proper license and bonding, if required by statute, must be included in the verification process. The Contractor will use the following Subcontractors or as set forth in Exhibit ____:

-
-
-
- c. The Contractor may not substitute or add subcontractors without the written approval of the City.
 - d. All Subcontractors shall have the same insurance coverages and limits as set forth in this Agreement and the Contractor shall provide verification of said insurance coverage.

ARTICLES IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

- a. The Contractor shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Contractor under this Agreement exceed Fifty Thousand Dollars (\$50,000) without the written agreement of the Contractor and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit "A", the City shall pay Contractor a mutually agreed amount.
- b. The Contractor shall be eligible for payment after the performance of all services under this contract on a reimbursable basis. The Contractor shall submit an original written invoice, with necessary and appropriate documentation to receive payment.
- c. Eligible expenses for reimbursement must be submitted using Exhibit C (page 13). The Contractor must include an itemization of services provided. Attach to Exhibit C the copies of invoices/statements for items and services purchased by the Contractor for which reimbursement is being requested for.

OPTIONAL: The submission of documentation for proof of payment, such as cancelled checks, copies of checks used to pay for services, receipts, or other payment documents that are acceptable to the City is optional; However, records of proof of payment must be retained and subject to audit by the City per Section IV.3 of this contract. Failure to provide reasonable proof of payment documentation upon request by the City will result in the repayment of CARE Funding back to the City.

Address reimbursement requests to:

City of Oak Harbor
Attn: Finance Department
865 SE Barrington Drive
Oak Harbor, WA 98277

- d. Invoices for reimbursement must be for items or services directly related to promotional and assistance to businesses for the CARES Funding period by **September 30, 2020**. Receipts dated after that date will not be paid. The submission of those reimbursement requests will be accepted until October 1, 2020.

- e. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced,
- f. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL.** Notwithstanding the Contractor's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of services and City requirements.

IV.3 **MAINTENANCE/INSPECTION OF RECORDS.** The Contractor shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All Such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representative s of the City and/or the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditors may copy such books, accounts, and records where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records for a period of six (6) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Contractor shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy. Failure to provide reasonable documentation upon request by the City and/or the State Auditor's Office will result in the repayment of CARES Funding back to the City.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

City of Oak Harbor
Attn: Finance Department
865 SE Barrington Drive
Oak Harbor, WA 98277

Notices to the Contractor shall be sent to the following address:

Greater Oak Harbor Chamber of Commerce
Attn: Miranda Hoppock, Executive Director
32630 SR 20
Oak Harbor, WA 98277

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Contractor.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Contractor for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

- V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.
- V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written or instrument properly signed by both parties.
- V.5 **SEVERABILITY**
- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in a whole or in part, the validity of remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
 - b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
- V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any once or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
- V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.
- V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Island County, Washington.
- V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 2nd day of June, 2020.

CITY OF OAK HARBOR

GREATER OAK HARBOR
CHAMBER OF COMMERCE

Bob Severns, Mayor

Miranda Hoppock, Executive Director

Approved as to form:

Anna Thompson, Interim City Attorney

Attest:

Julie Lindsey, City Clerk

EXHIBIT “A”

SCOPE OF WORK

Professional Service Agreement between City of Oak Harbor and Greater Oak Harbor Chamber of Commerce to provide an overview of roles and responsibilities relating to the CARES Funding grant program for the North Whidbey Island (98277 zip code area).

Overview

The Greater Oak Harbor Chamber of Commerce will provide administration process for Small Business Grant Program for North Whidbey Island on behalf of the City of Oak Harbor and Island County.

The Oak Harbor Chamber will be responsible for:

Promotion

Create campaign materials for promoting the program to businesses by

- Phone
- Email
- Social Media
- Postcard
- Newspaper

Virtual assistance program

Creating online or virtual gatherings (training courses, mentor programs etc.) with other business leaders, banks, or mentor programs from Economic Development Council of Island County

Manage Review Committee

- Identify individuals to participate on review committee
- Setup guidelines for review committee

Processing grants

- Create an application checklist
- Send out incomplete application notifications (emails/letters)
- Receive, sort, and process applications
- Provide applications to review committee
- Create recommendation packet for the City Council to select candidates
- Notify applicants (selected and not selected)
- Send out contracts to recipients
- Finalize grant contracts and submit copies to City
- Create an excel sheet to request checks from the City of Oak Harbor
- Draft letters to go out with checks that include requirements for reimbursement
- Coordinate receiving written/financial documentation of expenses
- Draft letter to identify contract received completed, incomplete (including list of missing items)
- Schedule presentation meetings for review committee and applicants

Coordinate with City of Oak Harbor

Work with City of Oak Harbor staff and potentially Island County to

- Submit grant paperwork to the Washington Department of Commerce by deadlines
- Create post program report
- Promote grant program requestor stories for social media and local news

Grant Administration Costs not to exceed \$50,000 for

- Staffing Costs
- Administration/Promotion
- Review Committee
- Advertising Costs (printing, postage, design costs, ads, marketing, etc.)
- Office Supplies (folders, envelopes, general, etc.)
- Software/applications for grant management

EXHIBIT "B"

REIMBURSEMENT

Reimbursement records, including all documentation related to expenditures under this grant. Items eligible for reimbursement is subject to rules set by Washington State Department of Commerce.

Request for Reimbursement Invoice

Submit Reimbursement to:

Greater Oak Harbor Chamber of Commerce
Attn: Miranda Hoppock
32630 SR 20
Oak Harbor, WA 98277
EIN/TIN#

Invoice #

Request Date: mm/dd/yyyy

Reimbursement request start date (mm/dd/yyyy):

Reimbursement request end date (mm/dd/yyyy):

Items requesting reimbursement for

CATEGORY	DESCRIPTION	UNIT PRICE	TOTAL
TOTAL REIMBURSEMENT REQUEST			

Invoice Requirements:

Please provide an itemization of services provided. Attach Exhibit C the copies of invoices/statements for items and services purchased by the Contractor for which reimbursement is being requested to be reimbursed.

OPTIONAL: The submission of documentation for proof of payment, such as cancelled checks, copies of checks used to pay for services, receipts or other payment documents that are acceptable to the City is optional; However, records of proof of payment must be retained an subject to audit by the City per Section IV.3 of the signed contract agreement. Failure to provide reasonable proof of payment documentation upon request by the City will result in the repayment of CARES Funding back to the City.

Print Name and Title

Signature

Date

EXHIBIT “D”

WASHINGTON STATE DEPARTMENT OF COMMERCE CONTRACT

The Greater Oak Harbor Chamber of Commerce is responsible for meeting all requirements as outlined in the Inter Agency contract between the City of Oak Harbor and Washington State Department of Commerce (attached).



Interagency Agreement with

«Organization»

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

TABLE OF CONTENTS

Special Terms and Conditions

1.	Authority.....	1
2.	Acknowledgement of Federal Funding.....	1
3.	Contract Management	1
4.	Compensation	1
5.	Expenses.....	1
6.	Indirect Costs.....	1
7.	Billing Procedures and Payment.....	1
8.	Audit.....	2
9.	Debarment.....	3
10.	Laws.....	3
11.	Order of Precedence.....	4

General Terms and Conditions

1.	Definitions	5
2.	All Writings Contained Herein.....	5
3.	Amendments.....	5
4.	Assignment	5
5.	Confidentiality and Safeguarding of Information	5
6.	Copyright.....	6
7.	Disputes	6
8.	Governing Law and Venue	6
9.	Indemnification.....	7
10.	Licensing, Accreditation and Registration	7
11.	Recapture	7
12.	Records Maintenance.....	7
13.	Savings	7
14.	Severability	7
15.	Subcontracting.....	7
16.	Survival	8
17.	Termination for Cause	8
18.	Termination for Convenience	8
19.	Termination Procedures	8
20.	Treatment of Assets.....	9
21.	Waiver.....	10

Attachment A, Scope of Work	11
Attachment B, Budget & Invoicing.....	13
Attachment C, A-19 Certification.....	14
Attachment D, A-19 Activity Report	16

FACE SHEET

Contract Number: «Contract_Number»

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

1. Contractor «Organization» «Address» «City», Washington «Postal_Code»		2. Contractor Doing Business As (optional)	
3. Contractor Representative «First» «Last» «CDBG_ContractsTitle» «CDBG_ContractsPhone_Number» «Email»		4. COMMERCE Representative «Full_Name» P.O. Box 42525 Project Manager 1011 Plum Street SE «LU_Project_ManagerPhone_Number» Olympia, WA 98504-2525 Fax 360-586-5880 «Mgr_Email»	
5. Contract Amount «Amount»	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) «Amount»	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): «Indirect_Rate»
10. Tax ID # «TIN_Number»	11. SWV # «SWV_Number»	12. UBI # «UBI_Number»	13. DUNS # «DUNS_Number»
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment “A” – Scope of Work, Attachment “B” – Budget & Invoicing, Attachment “C” – A-19 Certification, Attachment “D” – A-19 Activity Report			
FOR CONTRACTOR _____ «Sig_Auth_Whole_Name», «Sig_Authority_Title» _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

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

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

20. TREATMENT OF ASSETS

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

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

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

21. WAIVER

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

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. ~~Were~~ not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

Page 2 of 2

- 6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.

- 7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

- 8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.



Printed Name



Title

Signature



Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	

City of Oak Harbor
City Council Agenda Bill

Bill No. 8.c.
Date: June 2, 2020
Subject: Professional Service
Agreement: HDR Engineering,
Inc., Utility Rate Study,
Amendment 4

FROM: Patricia Soule, CPA Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Blaine Oborn, City Administrator
- ⊙ Patricia Soule, Finance Director
- ⊙ Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

A motion authorizing the Mayor to sign the Professional Services Agreement Amendment #4 with HDR Engineering, Inc. to extend the contract until December 31, 2020.

BACKGROUND / SUMMARY INFORMATION

In April 2017, the City entered into a Professional Services Agreement with HDR Engineering, Inc. for the utility rate and fee study and update for the City's water, sewer, storm drain and solid waste, as well as a review of the park impact fees. The contract was amended in December 2018 to extend the expiration date to June 30, 2019, again on June 4, 2019 to extend the expiration date to December 30, 2019 with added services and fees, and again on December 17, 2019 to extend the date to June 30, 2020.

We are requesting Council approve the Mayor to sign the Amendment to extend the end date of the contract to December 31, 2020. This will allow HDR, Inc. the time necessary to finalize the rates increases needed to ensure debt service, operating and maintenance, and scheduled capital projects can be funded. There will be no additional funds added to this contract.

LEGAL AUTHORITY

RCW 35.92 Municipal Utilities

FISCAL IMPACT

The contract for services in the amount of \$60,050 has \$13,047.93, as of May 2020, in unspent funds available to complete the rate increases.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

April 4, 2017 - Original agreement was approved by City Council for a rate study to be completed

December 28, 2018 - Amendment #1 was approved to extend the contract to June 30, 2019

June 4, 2019 - Amendment #2 was approved to extend the contract to December 31, 2019 and add \$12,000 to the contract for additional services

December 17, 2019 Amendment #3 was approved to extend the contract to June 30, 2020.

ATTACHMENTS

1. [HDR Proposed Amendment #4](#)
2. [HDR Amendment #3](#)
3. [HDR Amendment #2](#)
4. [HDR Amendment #1](#)
5. [Original Contract with HDR](#)

Consultant Agreement Amendment Number: 4	Organization and Address	
Original Agreement Title: Professional Services Agreement between City of Oak Harbor and HDR Engineering, Inc. for Consultant Services	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 Phone: 360-279-4538	
Project Number:	Execution Date 04/04/2017	Completion Date (Prior) 06/30/2020
Project Title: Utility Rate and Fee Update	Maximum Amount Payable: \$60,050 (no change)	
Description of Work: Provide Utility Rate Studies for review and recommendation of rates to assess for the utility rates.		

The City of Oak Harbor desires to supplement the agreement entered into with HDR Engineering, Inc., executed on April 4, 2017 and identified as Utility Rate and Fee Update.

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

The changes to the agreement are described as follows:

COMPLETION DATE is hereby amended to the following: December 31, 2020.

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.

DATED this 2nd day of June 2020.

CITY OF OAK HARBOR

HDR ENGINEERING, INC.

By: _____

By: _____

Robert Severs, Mayor

Printed Name: _____

Approved as to form:

Anna Thompson, Interim City Attorney

Consultant Agreement Amendment Number 3	Organization and Address	
Original Agreement Title: Professional Services Agreement between City of Oak Harbor and HDR Engineering, Inc. for Consultant Services	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 Phone: 360-279-4538	
Project Number:	Execution Date 04/04/2017	Completion Date (Prior) 12/30/2019
Project Title: Utility Rate and Fee Update	Maximum Amount Payable: \$60,050 (no change)	
Description of Work: Provide Utility Rate Studies for review and recommendation of rates to assess for the utility rates.		

The City of Oak Harbor desires to supplement the agreement entered into with HDR Engineering, Inc., executed on April 4, 2017 and identified as Utility Rate and Fee Update.

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

The changes to the agreement are described as follows:

COMPLETION DATE is hereby amended to the following: June 30, 2020.

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.

DATED this 17th day of December 2019.

CITY OF OAK HARBOR

By: _____

Robert Sevens, Mayor

HDR ENGINEERING, INC.

By: _____

Senior Vice President

Approved as to form:

Nikki Esparza, City Attorney

Amendment No. 3

12/10/2019

Page 1 of 1

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Consultant Agreement Amendment Number 2	Organization and Address	
Original Agreement Title: Professional Services Agreement between City of Oak Harbor and HDR Engineering, Inc. for Consultant Services	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239	
	Phone: 360-279-4750	
Project Number: ENG 17-04	Execution Date 04/04/2017	Completion Date (Prior) 06/30/2019
Project Title Utility Rate and Fee Update	New Maximum Amount Payable \$60,050.00	
Description of Work Provide the City of Oak Harbor with Utility Rate Studies for review and recommendation.		

The City of Oak Harbor desires to supplement the agreement entered into with HDR Engineering, Inc., executed on April 4, 2017, and identified as Utility Rate and Fee Update.

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

The changes to the agreement are described as follows:

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

- 1) Perform an analysis of the recycled services rate impact for up to three alternatives.
- 2) Review the cost of providing solid waste services for residential, commercial, recycling and yard waste services.

PROJECT COMPLETION DATE AMENDED TO: Dcccmbcr 31, 2019.

TIME OF COMPLETION – SCOPE OF SERVICES: December 31, 2019.

PAYMENT shall be amended as follows:

Payment shall be increased by \$12,000.00, increasing the total contract cost from \$48,050.00 to a not to exceed amount of \$60,050.00.

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: Karen M Doherty
Karen Doherty
Consultant Signature
HDR Engineering, Inc.
SVP

By: Mayor Robert T. Severns
[Signature]
Approving Authority Signature
June 6, 2019
Date

Consultant Agreement Amendment Number <u> 1 </u>	Organization and Address	
Original Agreement Title: Professional Services Agreement between City of Oak Harbor and HDR Engineering, Inc. for Consultant Services	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239	
	Phone: 360-279-4538	
Project Number: ENG17-04	Execution Date 04/04/2017	Completion Date (Prior) 12/31/2018
Project Title: Utility Rate and Fee Update	Maximum Amount Payable: \$48,050 (no change)	
Description of Work: Provide Utility Rate Studies for review and recommendation of rates to assess for the utility rates.		

The City of Oak Harbor desires to supplement the agreement entered into with HDR Engineering, Inc., executed on April 4, 2017 and identified as Utility Rate and Fee Update.

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

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following: No Change.

SCOPE OF WORK is hereby changed and supplemented with the following: No Change.

COMPLETION DATE is hereby amended to the following: June 30, 2019.

PAYMENT shall be amended as follows: No Change.

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

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

DATED this 28th day of December 2018.

CITY OF OAK HARBOR

By: ROBERT T. SEVERNS


Robert Severns, Mayor

HDR ENGINEERING, INC.

By: 

PAUL A FERRIER

Approved as to form:

Amendment No. 1

12/4/2018

Page 1 of 2

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Nikki Esparza, City Attorney

Amendment No. 1

12/4/2018

Page 2 of 2

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**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND HDR ENGINEERING, INC.
FOR CONSULTANT SERVICES**

Project Name: Utility Rate and Fee Update
Contract Number: ENG17-04
Contract Amount: \$48,050
Expiration Date: December 31, 2018

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of **OAK HARBOR**, a Washington State municipal corporation (“City”), and **HDR Engineering, Inc.**, a Nebraska corporation (“Consultant”).

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding the utility rates and fees for water, wastewater, stormwater, solid waste and parks as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of

services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on **April 4, 2017** and shall terminate at midnight, **December 31, 2018**. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNIFICATION / HOLD HARMLESS. Consultant shall defend, indemnify and hold the Public Entity, 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 negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or

damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

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

g. **Verification of Coverage.** Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

h. **Notice of Cancellation.** The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

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

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

III.7 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not

limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.8 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.9 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.

III.10 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.11 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.12 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.13 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit _ __:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City on a time and materials basis for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$48,050** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include (1) a summary of previous invoices; (2) current invoice amount; (3) total current monthly billing; (4) amount authorized under this agreement; and (5) total authorized amount still remaining under the agreement. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 NOTICES.

Notices to the City shall be sent to the following address:

**Patricia Soule, Finance Director
CITY OF OAK HARBOR
865 SE BARRINGTON DRIVE
OAK HARBOR, WA 98277**

Notices to the Consultant shall be sent to the following address:

**Shawn Koorn, Associate Vice President
HDR Engineering, Inc.
500 108th Ave NE, Suite 1200
Bellevue, WA 98004**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 TERMINATION. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant, provided that City will not terminate this Agreement for cause without providing Consultant written notice of the breach and a reasonable opportunity to cure.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed

inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

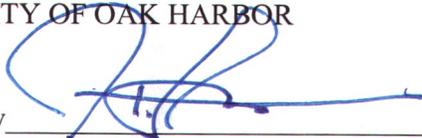
V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 4th day of APRIL, 2017.

CITY OF OAK HARBOR

By


Robert Severns, Mayor

HDR ENGINEERING, INC.

By


~~Shawn Koorn, Associate Vice President~~

PAUL FERRIER, VICE PRESIDENT

Approved as to form:


Nikki Esparza, City Attorney

Nicole Tesch

From: Neuenschwander, Shari M. <Shari.Neuenschwander@hdrinc.com>
Sent: Wednesday, April 05, 2017 12:38 PM
To: Nicole Tesch
Subject: Signatory Authorization

See below.

Shari Neuenschwander
D 425.450.6244 M 425.761.5927

hdrinc.com/follow-us

From: Doherty, Karen
Sent: Friday, March 31, 2017 9:40 AM
To: Subject: Contracts and PCRF reviews - week of April 3 and April 10

I am headed on vacation this morning with my family and will be out of the office returning Monday, April 17. I will be checking email once daily during this time as well as taking care of items in the EBS worklist once a day.

Paul Ferrier will be the signatory for WA during my absence; he can provide original signature. I will still provide electronic review of items.

Thanks,

Karen M. Doherty, P.E.
D 425-450-6277 M 425-229-1365

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EXHIBIT A
SCOPE OF SERVICES



February 13, 2017

Ms. Patricia R. Soule, CPA
Finance Director
City of Oak Harbor
1400 NE 16 Avenue
Oak Harbor, WA 98277

Subject: Utility Rate and Fee Update Scope and Fee Estimate

Dear Ms. Soule:

HDR Engineering Inc. (HDR) completed a comprehensive water, wastewater, storm drain, and solid waste rate study in 2009. Since that time, HDR has assisted City staff in updating the wastewater rate analysis and rate projections. Given the focus on wastewater rates since the last comprehensive rate study the City has requested assistance in updating the water, storm drain, and solid waste rate rates for the next rate setting period. HDR will also provide assistance in updating the wastewater rates based on changes in overall capital costs and update the wastewater rate projections.

In addition, it is recommended that the City update the System Development Charges (SDCs) for the water, wastewater, and storm drain utilities given the time since the update during the 2009 study, updated capital improvement plans for each of the utilities, and updated costs for the clean water facility project.

The focus of this study will be on the overall revenue needs (revenue requirement) and projected rates (rate design). At this time a cost of service study does not appear to be necessary given the recent study in 2009 and in discussion with City staff no projected customer class or rate structure changes are anticipated. Given this, the focus of the updated will be based on the existing rate models from 2009 updated with current operating and maintenance expenses and a funding plan for capital improvements over the next five to ten year period. Based on this, proposed rates for each utility will be developed for the next five-year period.

Provided in the following discussion is an overview of the proposed scope of services, estimated time schedule, the HDR project team, and estimated fee for the requested services.

Scope of Services

The starting point of the analyses will be the analyses previously completed by HDR for the City. Based on these existing analyses, and recent operating and capital needs, a revised rate schedule will be developed for the City for review and adoption as necessary. Provided below is a summary of the proposed scope of services for the City's requested analyses.

Task 1—Initial Project Meeting

Task Objective: *Bring HDR and key City's staff together, at the start of the project, to assure that all parties have a mutual understanding of the goals, objectives, issues and concerns related to the study.*

The initial kick-off (project) meeting is important to the overall success of this engagement since it forms the foundation for the study process. This meeting allows both parties to discuss the key

elements of the study update, while at the same time discussing any issues and concerns that either party may have. It is proposed that the initial project meeting be a one to two hour meeting at the City's offices with up to two (2) HDR staff attending.

Expected City Support for Task 1:

- Have key City staff participate in a one to two hour meeting to kick-off the project

Deliverables as a Result of Task 1:

- Identification of objectives, issues and concerns of the study.

Task 2—Data Collection

Task Objective: Review and assess the City's data and information to support the study.

Prior to the initial project meeting HDR will provide a written data request to the City which details the data and information required to conduct the study. This data will be similar to the data requested for the previous rate study. Given HDR and the City's familiarity with the data needs for the study this task should proceed quickly.

Expected City Support for Task 2:

- Provide requested data for the analysis.
- Provide as-needed assistance interpreting the provided data.

Deliverables as a Result of Task 2:

- Data request for the data necessary for the analysis.

Task 3—Revenue Requirement Update

Task Objective: Utilizing the previously developed water, wastewater, storm drain, and solid waste rate models to reflect current operating and capital needs for each utility.

The starting point for the revenue requirement update will be based on the most recent analysis completed by HDR for the City. HDR will update the models based on the current, or proposed, operating budget as well as the current capital improvement plan for each utility. As part of the update, HDR will utilize current customer billing information, and the adopted utility rates, to develop a revenue projection for the time period reviewed. Provided below is a summary of the analysis that will be completed for each utility:

Water Utility – The analysis will incorporate the current, or proposed, budget for operating expenses. Rate revenues will be projected based on current consumption and customer characteristics to develop a projection of revenues over the projected time period. A key part of this analysis will be updating the purchased water costs to reflect the any proposed increases from the City's wholesale provider. Next the capital funding plan will be updated. The study will incorporate the actual costs of the projects completed as well as update the capital plan with the most recent project additions. Finally, reserve levels will be reviewed to determine if additional rate adjustments are necessary to meet target ending fund balance levels.

Storm Drain Utility – The storm drain analysis will also incorporate the current, or proposed, budget for operating expenses. A capital funding plan will also be developed to reflect the updated capital needs of the storm drain utility. Rate revenues will be updated based on the current rates and customer billing data. Finally, given the current ending fund balance for the

storm drain utility, reserve levels reviewed to determine if additional rate adjustments are necessary to meet target ending fund balance levels.

Solid Waste Utility – The solid waste utility analysis will also incorporate the current, or proposed, budget for operating expenses and current rate revenues based on current customer characteristics. The analysis will be based on the current budgeted O&M costs of the utility.

Wastewater Utility – The wastewater analysis will be updated to reflect the estimated capital costs of the clean water facility. HDR will provide up to four (4) scenarios based on the overall operating and capital costs of the wastewater utility.

The results of the analyses will provide the City with a set of rate adjustments necessary to prudently operate and maintain each utility. Any proposed rate changes will be compared to the previously developed rate transition plans developed for the City. A transition to cost-based rates will be provided if necessary. At the completion of the draft analyses HDR will meet with City staff to review the results of the analyses.

Expected City Support for Task 3:

- Assist HDR in the development of the projected operating and capital costs.
- Participate in a project meeting to review and discuss the draft analyses.
- Review and comment on the proposed rate transition plan.

Deliverables as a Result of Task 3:

- Update the revenue requirement for the water, wastewater, storm drain, and solid waste utilities based on current revenues and operating and capital needs.
- Initiate, and lead, a project meeting to review the results of the draft analyses with up to two (2) HDR staff for up to four (4) hours.
- Develop the proposed rate transition plans for each of the utilities.

Task 4—Rate Design Update

Task Objective: *Based on the results of Task 3, as necessary, develop a revised set of rates to meet the operating and capital needs of the water, wastewater, storm drain, and solid waste utilities.*

Based on the results of Task 3, HDR will develop the proposed rates for the water, wastewater, storm drain, and solid waste utilities. HDR will develop rates for the next five year period for review and adoption by the City Council. As part of the rate design analysis, bill comparisons will be provided to show the impacts to customers based on the proposed rate adjustments. In addition, a comparison of any proposed changes to the previously adopted rates can be provided as part of this task. Given discussions with staff, no rate structure changes are assumed as part of this task.

Expected City Support for Task 4:

- Review the proposed rates.
- Participate in a conference call to discuss the proposed rates.

Deliverables as a Result of Task 4:

- Development of rates for a five year period for the water, solid waste, and storm drain utilities.
- Initiate, and lead, a 2-hour conference call to discuss any proposed rates.

Task 5—Written Documentation

Task Objective: *Provide a letter report summarizing the analysis, findings, conclusions, and recommendations for each utility.*

At the completion of the analysis, HDR will provide a letter report detailing the analysis completed for the City. A draft of the letter report will be provided to the City in electronic format for review. Any comments, suggestions or corrections from the City can be incorporated into a final letter report. An electronic version of the final letter report will be provided to the City.

Expected City Support for Task 5:

- Review and comment on the draft letter report.

Deliverables as a Result of Task 5:

- An electronic copy of the draft letter report.
- An electronic copy of the final letter report.

Task 6—System Development Charge Update

Task Objective: *Update the system development charges to reflect the current capital improvement plans and recent system improvements for the water, wastewater, and storm drain utilities.*

During the 2010 rate studies, draft system development charges (SDCs) were calculated for the water, wastewater, and storm drain utilities. The City Council was updated on the results of the SDC calculation, but final SDCs were not adopted by the City Council. This task will update the previous calculations based on the current capital plans and improvements since the 2010 study, and specifically the updated clean water facility costs which are a key component of the wastewater SDC. HDR will revise the previously developed draft report for the water, wastewater, and storm drain utilities, and provide them to the City for review. At the completion of the study HDR will provide the City with three (3) copies of the final report along with an electronic PDF version.

Expected City Support for Task 6:

- Assist HDR in the development of the SDC update.
- Review and comment on the draft report.

Deliverables as a Result of Task 6:

- Cost based water, wastewater, and storm drain SDCs.
- An electronic draft SDC report for the water, wastewater, and storm drain analyses.
- Three bound (3) copies of the final water, wastewater, and storm drain SDC reports.
- An electronic copy of the final water, wastewater, and storm drain SDC reports.

Task 7—Development of a Park Impact Fee

Task Objective: *Review the City's existing park impact fee and develop an updated park impact fee.*

This task will review the City's existing park impact fee and update the fee based on the City's current methodology and approach. HDR will work with City staff to establish the assumptions

of the development of the impact fee. At the completion of the analysis, HDR will provide the City with written documentation supporting the updated park impact fee. .

Expected City Support for Task 7:

- Assist HDR in the development of the park impact fee.
- Review and comment on the draft written report.

Deliverables as a Result of Task 7:

- An updated park impact fee.
- An electronic draft written report summarizing the updated park impact fee.
- Three bound (3) copies of the final written report for the park impact fee.
- An electronic copy of the final park impact fee report.

Task 8—Development of a Storm Drain Fee for the Seaplane Base

Task Objective: *Develop a methodology and cost-based storm drain fee for the Seaplane Base.*

A portion of the Seaplane base stormwater system drains to the City’s system. Therefore, the development of a rate that reflects the benefits received by the Seaplane is key to the analysis as the City’s entire system does not benefit the Seaplane base. HDR will work with City staff to review the portions of the system that benefit the Seaplane base and develop a methodology to recover the equitable share of costs. The starting point of the analysis will be the storm drain rate study updated as part of Task 3. HDR will meet with City staff to review the development of the methodology and draft rate. At the completion of the analysis HDR will provide the City with an electronic letter report which details the analysis and recommended rate.

Expected City Support for Task 8:

- Review the methodology recommended for establishing a cost-based storm drain rate for the seaplane base.
- Review the development of the rate analysis.

Deliverables as a Result of Task 8:

- Development of an equitable methodology for setting a storm drain rate.
- Development of a cost-based storm drain rate.
- Letter report detailing the development of the methodology and rate.

Task 9—Public Presentations

Task Objective: *Present the results of the analyses to the City Council in a clear and concise manner.*

HDR will provide recommendations to City staff as the study progresses for review and discussion. Once the recommendations are finalized, HDR will present the results and recommendations of the study to the City Council. As part of the scope of services, HDR has proposed up to three (3) meetings with the City Council and public. It is assumed that the first presentation would be to present the initial study results to the City Council for policy direction and input. The second meeting would be to present the results of the SDC update (Task 6) and storm drain rate for the seaplane base (Task 7). The third, and final, meeting would be to present the final study recommendations. The proposed three (3) meetings may be revised to meet the City’s presentation needs. Any additional meetings will be provided on a time and material

basis.

Expected City Support for Task 9:

- Coordinate with HDR the times and dates of the public presentations.
- Review and comment on handouts for the public presentations.

Deliverables as a Result of Task 9:

- Development of a presentation and handout for the public presentations.
- Up to three (3) presentations by the HDR PM to the City Council presenting the results of the analyses.

Task 10—Computer Model

Task Objective: Provide a copy of all rate models developed as part of this study. .

As a part of this study, HDR will update the existing rate models for the City’s study. The models will be developed in Excel and will be provided to the City at the completion of the study.

Expected City Support for Task 10:

- N/A.

Deliverables as a Result of Task 10:

- A copy of the rate study model developed for each utility.

This completes the scope of services for the City’s requested services. If additional meetings, or tasks, are required they will be provided on a time and materials basis at the current hourly billing rates.

Project Team

The HDR team is provided below with a brief summary of each team member’s role and experience.

Shawn Koorn, Project Manager

Shawn Koorn, an Associate Vice President with HDR, was the project manager for the City’s previous utility rate study and SDC analyses. In this role Shawn will present at all meetings and manage the City’s project on a day to day basis.

Judy Dean, Senior Financial/Rate Analyst

Judy is a senior financial analyst with HDR. She will develop the technical analyses for the City’s SDC update. Judy developed the SDC analyses during the City’s prior rate studies.

Kevin Lorentzen, Senior Financial/Rate Analyst

Kevin is a senior financial analyst with HDR. He will lead the development of the technical analyses for the City’s water, storm drain, and solid waste rate update.

Josiah Close, Financial/Rate Analyst

Josiah is a financial analyst with HDR. He will help develop the technical analyses for the City’s rate update. Josiah developed the most recent updates for the City’s wastewater rates.

Proposed Time Schedule

The technical analysis generally takes ten to twelve weeks to complete. This depends on the ability of the City to collect the data, provide data refinements, and respond to questions related to the analysis. Once the technical analysis is complete, the timing will be based on the ability to schedule meetings with City staff and the City Council. While the City has not specifically noted a project schedule for this analysis HDR is willing to work with the City to meet the City's needs.

Estimated Project Fees

The above noted individuals will provide the required efforts for this project. Should additional personnel be required for a specific issue, HDR has additional personnel that can address any financial, rate, resource or engineering issue that may arise.

Provided below is a summary of the current hourly billing rates for the key project team members assisting on the City's study.

<u>Individual</u>	<u>Project Role</u>	<u>\$/Hour Rate</u>
Shawn Koorn	Project Manager	\$250.00/hour
Judy Dean	Senior Financial Analyst	\$180.00/hour
Kevin Lorentzen	Senior Financial Analyst	\$195.00/hour
Josiah Close	Financial Analyst	\$115.00/hour
Support Staff	Project Assistance	\$115.00/hour

The estimated project fee budget has been developed based on the scope of services previously developed and the above current hourly billing rates. Provided below is a summary of estimated project fees for the City's requested analyses.

City of Oak Harbor Utility Rate Update
Estimated Project Fees

Task	Water	Wastewater	Stormwater	Solid Waste	Parks	Total
Task 1	\$855	\$740	\$115	\$115	\$0	\$1,825
Task 2	410	295	295	295	0	1,295
Task 3	3,165	2,660	2,270	2,660	0	10,755
Task 4	1,465	1,100	675	855	0	4,095
Task 5	1,020	905	970	970	0	3,865
Task 6	2,445	2,330	2,080	0	0	6,855
Task 7	0	0	0	0	8,990	8,990
Task 8	0	0	4,415	0	0	4,415
Task 9	1,470	1,355	1,060	1,060	0	4,945
Task 10	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Labor Estimate	\$10,830	\$9,385	\$11,880	\$5,955	\$8,990	\$47,040
Plus: Expenses						<u>\$1,010</u>
Total Utility Rate Update Fee Estimate						\$48,050

HDR is willing to enter into a “not to exceed” contract of \$48,050 to be billed on a monthly time and materials basis. Any additional work outside of the proposed scope of services will be provided on a time and material basis based on the current hourly rates as mutually agreed upon in writing by the Commission and HDR.

Should additional HDR staff be necessary they will be billed at their current hourly billing rate at the time of the requested services. For any additional services HDR and the City will develop a scope and fee estimate prior to the start of the additional services based on the hourly billing rates provided above.

Summary

This completes our scope of services and fee estimate for the City’s requested analyses. Should you have any questions or require additional information or detail regarding this request, please do not hesitate to contact me.

Sincerely,

HDR ENGINEERING, INC.



Shawn Koorn
Associate Vice President

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

Bill No. 8.d.
Date: June 2, 2020
Subject: Interlocal Agreement: Island
County, Transportation Benefit
District Arterial Overlay

**FROM: Cathy Rosen, Public Works Director
Jim Bridges, City Engineer**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

A motion authorizing the Mayor to sign an interlocal agreement with Island County, approving them to accept the bid for the 2020 TBD Project and the 2020 Street Overlay Project for the City of Oak Harbor and to negotiate a change order to add SE Bayshore Drive and Dock Street improvements.

BACKGROUND / SUMMARY INFORMATION

On March 3, 2020 the City Council authorized the Mayor to enter into an Interlocal Agreement with Island County to solicit bids for the 2020 TBD Project and the 2020 Street Overlay Project for the City of Oak Harbor.

Island County received and opened the following bids this past Thursday, May 14, 2020.

- Krieg Construction Inc: \$616,760.00
- Granite Construction Co: \$641,993.00
- Lakeside Industries Inc: \$680,806.00

Engineers Opinion of Cost: \$1,003,149.00

Based upon the projected cost savings of \$386,389 (in the asphalt overlay bid item), staff also request that the Mayor authorize Island County to negotiate a change order to overlay SE Bayshore Drive between City Beach and Midway, and Dock Street between Pioneer Way and Bayshore. Based upon the unit prices received in the bid that it estimated that the cost of the project will increase by \$207,332 for the Bayshore additive and \$30,631 for the Dock Street additive. The total cost of these two additives is estimated at \$237,963.00.

The estimated cost allocation is as follows:

2020 TBD Project: \$328,615.65

2020 Street Overlay Project: \$463,929.00 (with no additive work)

\$701,892.20 (including additive work)

The total estimated cost for all the work is \$1,030,507.85 which is an \$27,359 increase from the original estimated cost of the project presented to the City Council March 3, 2020.

LEGAL AUTHORITY

Chapter 39.34 RCW: Interlocal Cooperation Act

FISCAL IMPACT

Funding Source:

2020 Street Overlay Project: 102.00.595.31.6300 - Funding is in the Streets Capital Project fund

2020 TBD Project: Finance to create new BARS and TBD Project - Funding may need to include REET or Street Funding to start the project with the understanding that the TBD funds will be the ultimate funding source once the funds are available from the State. Once Council has approved this contract Finance will follow up with a Budget Amendment for Council Approval.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

- May 15, 2018: City Council adopted Ordinance 1835 to establish Transportation Benefit District #1.
- July 9, 2019: City Council adopted Resolution 19-16 to place a measure on the November ballot to collect a portion of sales to fund Transportation Benefit District #1
- November 5, 2019: The citizens of Oak Harbor approved through a vote, the collection of a portion of sale tax to be used to pay for local street repairs which includes chip sealing and pavement overlay.
- February 26, 2020: City Council received a project briefing at the monthly workshop.
- March 3, 2020: City Council authorized the Mayor to sign the Interlocal Agreement with Island County to seek bids for and manage the project.

ATTACHMENTS

1. [Interlocal Agreement with Island County](#)
2. [Project Location Map](#)
3. [Project Cost Allocation](#)
4. [Island County Bid Tab](#)
5. [Bayshore/Dock Additive Location Map](#)
6. [Bid Cost Allocation](#)

INTERAGENCY AGREEMENT
Reimbursable
Island County Public Works Department

This Interagency Agreement, dated ___ day of _____, 2020, is between **ISLAND COUNTY**, hereinafter referred to as "**COUNTY**", and **City of Oak Harbor**, hereinafter referred to as "**AGENCY**".

WHEREAS, RCW Chapter 39.34 permits governmental agencies to enter into agreements with one another for joint or cooperative action; and

WHEREAS, the **COUNTY** wishes to promote mutual cooperation among the various departments; and

WHEREAS, the **AGENCY** is requesting from the **COUNTY**, as a reimbursable request, assistance as described in Attachment A;

NOW, THEREFORE, for and in consideration of the mutual and valuable benefits to be derived by the parties pursuant to this Agreement:

WITNESSETH: It is hereby agreed by and between the **COUNTY** and the **City of Oak Harbor** as follows:

1. The **AGENCY** agrees to:
 - a. request **COUNTY** assistance in writing through its designated official citing description of work/service requested.
 - b. reimburse the **COUNTY** for the cost of providing assistance, with payment due within (30) days of receipt of bill.
 - c. defend, hold harmless and indemnify the **COUNTY**, its agents and employees from any and all claims, suits or actions, including the cost of defense, rising from the willful or negligent acts and omissions of the **AGENCY'S** officers and employees while operating under this Agreement.

2. The **COUNTY** agrees to:
 - a. be the administrator of this Agreement through the Public Works Director or his/her designee.
 - b. After receipt of a request for **COUNTY** assistance, advise the **AGENCY** if resources are available or not and the approximate time they would be provided or available for use.
 - c. submit an itemized invoice to the **AGENCY** upon completion of requested assistance.
 - d. Retain control and direction of all **COUNTY** personnel and **COUNTY** equipment provided to the **AGENCY** for completion of requested assistance.
 - e. defend, hold harmless and indemnify the **AGENCY**, its agents and employees from any and all claims, suits or actions, including the cost of defense, rising from the willful or negligent acts and omissions of the **COUNTY'S** officers and employees while operating under this agreement.

3. The **AGENCY** certifies that sufficient budgeted funds are available to cover the cost of the requested work or services, and that payment to the **COUNTY** Road Fund will be made within (30) days of receipt of bill. The **COUNTY** will finance and budget its responsibilities under this Agreement.
4. No real or personal property will be jointly acquired for use in fulfilling this agreement. Any such property used in this Agreement is the property of the **COUNTY**.
5. It is agreed that any amendments, modifications, or changes to this Agreement must be in writing and approved by the parties, hereto.
6. This Agreement shall take effect upon its execution by the **AGENCY** and the **COUNTY**. It shall continue in force and effect through completion of the requested services as outlined in Attachment A and reimbursement to Island County Public Works as outlined in Exhibit A.
7. Either party may terminate this Agreement early by providing a thirty (30) day written notice of the intent to terminate to the other party. The **AGENCY** shall pay the **COUNTY** for all requested work or services provided through the date of termination.

8. **Disputes.**

The parties shall attempt to resolve any controversies or disputes arising out of our relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys' fees and costs.

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

9. **Filing.**

Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Island County Auditor or, alternatively, listed by subject on the County's web site or other electronically retrievable public source.

10. Prior to its entry into force, this agreement shall be filed with the Island County Auditor.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

AGENCY:

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**

City of Oak Harbor

Jill Johnson, Chair Date

Bob Severns, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

ATTACHMENT A

The undersigned hereby requests that the following described work be performed by the County Public Works Department (Roads Division) for City of Oak Harbor. It is understood that this work will be done at the convenience of the Public Works Department (Roads Division) and that the undersigned The City of Oak Harbor will reimburse all costs.

Invoicing for work performed will be based on actual labor/equipment/materials costs. Payment shall be due upon receipt of invoice.

DESCRIPTION OF WORK/SERVICE REQUESTED: HMA Overlay will be accomplished by planning / reconstructing Ft. Nugent, including intersections and placing compacted depth 0.250 HMA CL 3/8 PG 64-22. NW Outrigger loop, NW Lanyard loop, SW Lowerland Dr. compacted depth .167. Work will be inclusive with 2020 Whidbey Island HMA Overlays /Town of Coupeville TIB /City of Oak Harbor. CHIP SEAL 3/8 CHIP ROCK – CRS2

Chip seal approximately 427,259 Sq. Ft in various locations, site prep work prior to chip seal will be completed by the City of Oak Harbor. Chip seal, fog seal and paint striping applications performed by Island County Public Works.

Desired Completion Date: December 31, 2020.

Total Cost Not to Exceed: \$ \$1,224,565.62.

The undersigned certifies that sufficient budgeted funds are available to cover the cost of the requested work or services, and that payment to the Road Fund will be made promptly unless otherwise modified in this agreement.

Agency: City of Oak Harbor

Signed: _____

Title: _____

Date: _____

Request Reviewed and Approved:

Date: _____

WILLIAM E. OAKES, P.E.
Director / County Engineer

(Reimbursable Agreement)

EXHIBIT A

2020 City of Oak Harbor Rehabilitation Project Selection.

CRP 20-01 J.L. 01117-0904 City of Oak Harbor.

Overlay

HMA Overlay Full width planning, excavation including compacted depth .250 HMA CL 3/ PG 64-22.

- Ft Nugent

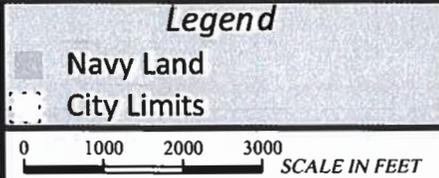
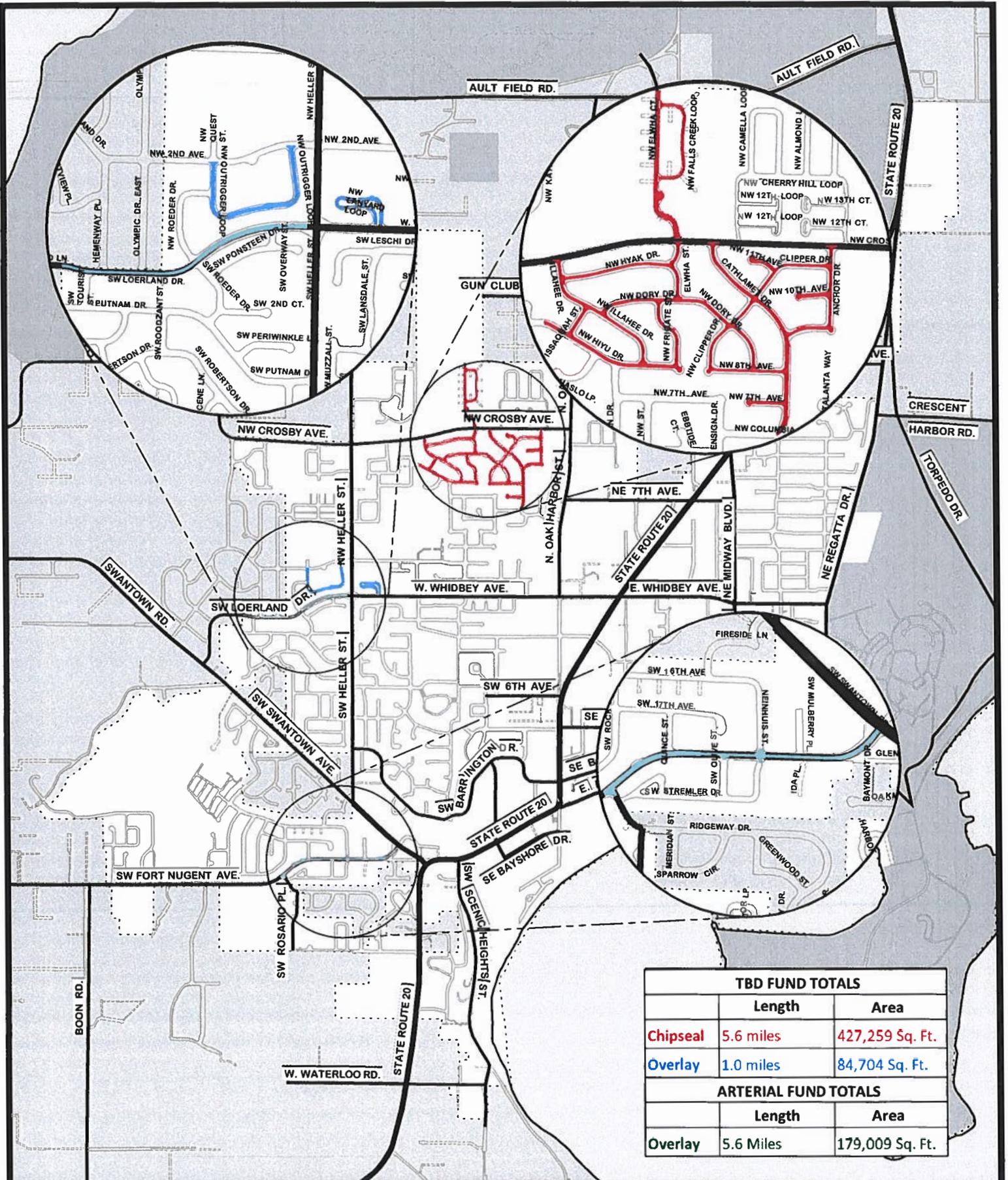
HMA Overlay will be accomplished by planning intersections and placing compacted depth 0.167 HMA CL 3/8 PG 64-22. Work will be inclusive with 2020 Whidbey Island HMA Overlays /Town of Coupeville TIB /City of Oak Harbor.

- NW Outrigger Loop
- NW Lanyard Loop
- SW Loerland Dr.

CHIP SEAL 3/8 CHIP ROCK – CRS2

Chip seal approximately 427,259 Sq. Ft in various locations, site prep work prior to chip seal will be completed by the City of Oak Harbor. Chip seal, including fog seal application performed by Island County Public Works.

Std. Item No.	Description	UOM	Est. Qty	Unit Price	Total Price
ESTIMATED COSTS					
0001	MOBILIZATION	L.S.	1	\$20,000.00	\$20,000.00
7038	ROADWAY SURVEYING	L.S.	1	\$7,000.00	\$7,000.00
7736	SPCC PLAN	L.S.	1	5000	\$5,000.00
310	ROADWAY EXCAVATION INCL. HAUL	CY	560	75	\$42,000.00
IC-7227	UNEXPECTED SITE CHANGES	EST	5000	1	\$5,000.00
5711	PLANING BITUMINOUS PAVEMENT	S.Y.	11986	\$7.00	\$83,902.00
5120	CRUSHED SURFACE BASE COURSE	TON	1000	\$50.00	\$50,000.00
5767	HMA CL. 3/8 IN. PG-64-22 FT. NUGENT	TON	2120	\$165.00	\$349,800.00
6982	CONSTRUCTION SIGNS CLASS A	S.F.	192	\$30.00	\$5,760.00
5766	HMA CL. 3/8 IN. PG 64-22	TON	2026	\$165.00	\$334,290.00
6992	OTHER TRAFFIC CONTROL LABOR	HR	75	\$80.00	\$6,000.00
7725	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EACH	5000	1	\$5,000.00
IC-5766	TEMPORARY ASPHALT WEDGE	L.F.	646	\$20.00	\$12,920.00
6980	FLAGGERS	H.R.	650	\$60.00	\$39,000.00
IC-2111	CHIP SEAL	S.Y.	47473	\$3.45	\$163,781.85
6974	TRAFFIC CONTROL SUPERVISOR	L.S.	1	\$7,500.00	\$7,500.00
IC-1970	REIMBURSEMENT FOR CONTRACT ADMIN.	HR	100	\$75.00	\$7,500.00
				Subtotal	\$1,144,453.85
				Contingency	\$80,111.77
				TOTAL COST	\$1,224,565.62



ROADWAY IMPROVEMENTS

2020 TBD /2020 ARTERIAL PROJECT COST ALLOCATION

Krieg Construction
Bid Prices 5/14/2020

2020 TBD

2020 ARTERIALS

Item	Krieg Construction Bid Prices 5/14/2020	2020 TBD	2020 ARTERIALS
Mobilization	\$38,000.00		\$38,000.00
Roadway Surveying	\$2,500.00		\$7,000.00
SPCC Plan	\$500.00		\$500.00
Roadway Excavation	\$16,800.00		\$16,800.00
Minor Change	\$5,000.00		\$5,000.00
Planing Bituminous Pavement	\$35,958.00	\$3,595.80	\$32,362.20
CSBC	\$25,000.00		\$25,000.00
HMA - Ft. Nugent	\$198,075.00		\$198,075.00
Const. Signs Class A	\$2,880.00		\$2,880.00
HMA	\$232,100.00	\$123,013.00	\$109,087.00
3rd Party Traffic Control Labor	\$4,650.00	\$2,325.00	\$2,325.00
Flaggers	\$40,300.00	\$20,150.00	\$20,150.00
Chip Seal	\$163,781.85	\$163,781.85	
Other temporary Traffic Control	\$9,000.00	\$9,000.00	
Traffic Control Supr.	\$6,000.00	\$3,000.00	\$3,000.00
Reimbursement for Contract Management	\$7,500.00	\$3,750.00	\$3,750.00
SUB-TOTAL	\$788,044.85	\$328,615.65	\$463,929.20



BID TABULATION SHEET
ISLAND COUNTY PUBLIC WORKS

ITEM FOR BID: 2020 Whidbey Island HMA Overlays
 PROJECT NO: JL 01111-0702, CRP 20-01, JL 01117-0804 CRP 20-01, JL01117-0904 CRP 20-01
 BID OPENING DATE AND TIME: May 14, 2020, 1:00 pm
 LOCATION On the front steps of the Administration building, 1 NE 7th Street, Coupeville, WA

Item No.	Item Description	Total Est. Quantity	UNIT	Engineer's Opinion Of Cost		Bidder No. 1		Bidder No. 2		Bidder No. 3	
						Krieg Construction Inc. 70 W Sleeper RD Oak Harbor, WA 98277		Granite Construction Company 7017 Everson Goshen RD Everson, WA 98247		Lakeside Industries Inc. P.O. Box 729 Anacortes, WA 98221	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B004	Schedule C - City of Oak Harbor JL 01117-0904 CRP 20-01										
B005	MINOR CHANGE	1.00	CALC	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
B006	ROADWAY SURVEYING	1.00	L.S.	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$11,000.00	\$11,000.00
B007	MOBILIZATION	1.00	L.S.	\$20,000.00	\$20,000.00	\$38,000.00	\$38,000.00	\$60,000.00	\$60,000.00	\$32,000.00	\$32,000.00
	FLAGGERS MIN BID \$43.11	650.00	HR	\$60.00	\$39,000.00	\$62.00	\$40,300.00	\$66.00	\$42,900.00	\$60.00	\$39,000.00
	OTHER TRAFFIC CONTROL LABOR MIN BID \$46.10	75.00	HR	\$80.00	\$6,000.00	\$62.00	\$4,650.00	\$70.00	\$5,250.00	\$60.00	\$4,500.00
B013	OTHER TEMPORARY TRAFFIC CONTROL	1.00	L.S.	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
B014	TRAFFIC CONTROL SUPERVISOR	1.00	L.S.	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$9,500.00	\$9,500.00
B015	ROADWAY EXCAVATION INCL. HAUL	560.00	C.Y.	\$75.00	\$42,000.00	\$30.00	\$16,800.00	\$30.00	\$16,800.00	\$60.00	\$33,600.00
#REF!	CRUSHED SURFACING BASE COURSE	1000.00	TON	\$50.00	\$50,000.00	\$25.00	\$25,000.00	\$25.00	\$25,000.00	\$23.00	\$23,000.00
#REF!	PLANING BITUMINOUS PAVEMENT	11986.00	S.Y.	\$7.00	\$83,902.00	\$3.00	\$35,958.00	\$3.00	\$35,958.00	\$7.50	\$89,895.00
#REF!	CONSTRUCTION SIGNS CLASS A	192.00	S.F.	\$30.00	\$5,760.00	\$15.00	\$2,880.00	\$25.00	\$4,800.00	\$32.00	\$6,144.00
#REF!	HMA CL. 3/8 IN. PG 64-22 FT NUGENT	2085.00	TON	\$165.00	\$344,025.00	\$95.00	\$198,075.00	\$98.00	\$204,330.00	\$95.00	\$198,075.00
#REF!	HMA CL. 3/8 IN. PG 64-22 NW LOWERLAND, NW OUTRIGGER LOOP, SW LOWERLAND DR., NW LANYARD LOOP.	2321.00	TON	\$165.00	\$382,965.00	\$100.00	\$232,100.00	\$98.00	\$227,458.00	\$95.00	\$220,495.00
#REF!	SPCC PLAN	1.00	L.S.	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00
#REF!	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00	CALC	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)
#REF!	COMPACTION PRICE ADJUSTMENT	1.00	CALC	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)
#REF!	ASPHALT COST PRICE ADJUSTMENT	1.00	CALC	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)
#REF!	Subtotal Schedule C				\$1,003,149.00		\$616,760.00		\$641,993.00		\$680,806.00

<i>Item Description</i>	<i>Total Est. Quantity</i>	<i>UNIT</i>	SE Bayshore Drive	
			Estimate	
			Unit Price (Krieg's #s)	Total
SE Bayshore Drive (City Beach to SE Pioneer Way)				
FLAGGERS MIN BID \$43.11	80.00	HR	\$62.00	\$4,960.00
OTHER TRAFFIC CONTROL LABOR MIN BID \$46.10	16.00	HR	\$62.00	\$992.00
OTHER TEMPORARY TRAFFIC CONTROL	1.00	L.S.	\$9,000.00	\$9,000.00
TRAFFIC CONTROL SUPERVISOR	1.00	L.S.	\$6,000.00	\$6,000.00
PLANING BITUMINOUS PAVEMENT	8500.00	S.Y.	\$3.00	\$25,500.00
CONSTRUCTION SIGNS CLASS A	192.00	S.F.	\$15.00	\$2,880.00
HMA CL. 3/8 IN. PG 64-22	1400.00	TON	\$95.00	\$133,000.00
PAINT LINE	10000.00	L.F.	\$1.50	\$15,000.00
UTILITY ADJ. BY CITY	1.00	L.S.	\$10,000.00	\$10,000.00
Subtotal				\$207,332.00

SE Bayshore Drive 3" grind & overlay, fogline to fogline

overlay area

74338.00 sf

PLANING BITUMINOUS PAVEMENT

8259.78 sy

HMA CL. 3/8 IN. PG 64-22

1376.63 TON

Item Description	Total Est. Quantity	UNIT	SE Dock Street	
			Estimate	
			Unit Price (Krieg's #s)	Total
SE Dock Street (SE Pioneer Way to SE Bayshore Drive)				
FLAGGERS MIN BID \$43.11	40.00	HR	\$62.00	\$2,480.00
OTHER TRAFFIC CONTROL LABOR MIN BID \$46.10	8.00	HR	\$62.00	\$496.00
OTHER TEMPORARY TRAFFIC CONTROL	1.00	L.S.	\$9,000.00	\$9,000.00
TRAFFIC CONTROL SUPERVISOR	1.00	L.S.	\$6,000.00	\$6,000.00
PLANING BITUMINOUS PAVEMENT	400.00	S.Y.	\$3.00	\$1,200.00
CONSTRUCTION SIGNS CLASS A	192.00	S.F.	\$15.00	\$2,880.00
HMA CL. 3/8 IN. PG 64-22	65.00	TON	\$95.00	\$6,175.00
PAINT LINE	600.00	L.F.	\$1.50	\$900.00
UTILITY ADJ BY CITY	1.00	L.S.	\$1,500.00	\$1,500.00
Subtotal				\$30,631.00

\$237,963.00

SE Dock Street 3" grind & overlay is curb to curb

overlay area

3395.00 sf

PLANING BITUMINOUS PAVEMENT

377.22 sy

HMA CL. 3/8 IN. PG 64-22

62.87 ton

City of Oak Harbor
City Council Agenda Bill

Bill No. 9.a.
Date: June 2, 2020
Subject: Ordinance No. 1905: Smoking
in City Parks (Introduction)

FROM: Kevin Dresker, Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

This item is up for discussion, based on a request from a member of City Council, and at this time there is no recommendation from staff regarding action.

BACKGROUND / SUMMARY INFORMATION

Staff was asked to look at options regarding smoking in city parks and to bring the information in front of City Council for discussion at a meeting.

LEGAL AUTHORITY

City ordinances / codes.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

City Council amended OHMC 6.45.005 in 2018, adopting state language regarding smoking in public places (RCW 70.160). These codes do not make specific reference to city parks.

City Council also adopted OHMC 6.46 regarding "vaping regulations" and it does make reference to the prohibition of vaping in several locations, including "parks" (6.46.030).

ATTACHMENTS

1. [Discussion regarding "Smoking in City Parks"](#)

To: Council Members

Topic: Discussion regarding "Smoking in City Parks"

Should City Council decide to take action to prohibit smoking in city parks, here are some considerations and an option on how to do that.

Similar to the initial passing of the WA State restricted smoking laws a number of years ago, there will be some community members who won't like the prohibitions. Any ordinance put in place will likely provide law enforcement with clear authority and definition of penalties in enforcing any restrictions. However, law enforcement often must prioritize calls and responding to calls of smoking in city parks would likely be prioritized lower than most other calls. There are a variety of factors to consider when prioritizing calls and likewise, when considering how to handle calls or violations.

Should City Council want to restrict smoking in City Parks, the most logical location to place language prohibiting smoking in city parks would be the City Code "Parks" section, which would require additions similar to the following:

6.12.030 Definitions.

(12) The definition of "Vaping" and "Vapor" products/devices for this section has the same meaning as defined in OHMC 6.46.020(9-10).

(13) The definition of "Smoke" or "Smoking" for this section has the same meaning as defined in OHMC 6.45.020 or 6.46.020(8).

6.12.120 Violations in parks that are infractions.

(24) Except in places designated for such use, it is a Class 1 infraction as defined in Chapter 1.28 OHMC for any person to smoke or light cigars, cigarettes, tobacco or other smoking material or to use a "vapor" product/device within city parks. The parks director shall post signs in appropriate locations prohibiting smoking in the city's parks.

If Council decides to enact an ordinance such as this, you would also have to determine the level of penalty for violations. Every other violation of a prohibited action in this parks section ("infractions") is a "Class 1" violation (the default violation level and it's the current violation for vaping in a prohibited area – OHMC6.46). This ordinance would apply to anyone, anywhere in the parks, unless specific areas (clearly designated) are excluded to allow for smoking.

Also remember, in 2019 City Council modified the "Park exclusion" section of the OH city code (OHMC 6.12.130), strengthening penalties and actions under this section.

If someone is contacted in a city park in violation of any of these restrictions (including smoking), police officers need to decide whether to cite for the infraction and whether to exclude (trespass) someone from that park or all city parks, based on the circumstances (they can issue the exclusion notice without issuing an infraction).

The city code already states the following regarding exclusions: "6.12.130 (10) This section shall be enforced so as to emphasize voluntary compliance with laws and park rules, and so that inadvertent minor violations that would fall under this section can be corrected without resort to an exclusion notice..."

Officers are left to decide if voluntary compliance would be appropriate and/or effective and would need to decide if a citation (infraction) is appropriate. Officers could not arrest someone for violating the smoking restriction. If a person is "excluded" from a park and refuses to leave or they enter while under the exclusion restriction, they could be cited or arrested for the trespass violation (a misdemeanor crime).

To find the penalties for violations of this section (parks), we look to the following already established code:

1.28.020 Penalties.

(1) A person found to have committed a civil infraction shall be assessed a monetary penalty.

(a) The maximum penalty and the default amount for a Class 1 civil infraction shall be \$250.00, not including statutory assessments, except for an infraction of state law involving (i) potentially dangerous litter as specified in RCW 70.93.060(4) or violent video or computer games under RCW 9.91.180, in which case the maximum penalty and default amount is \$500.00; or (ii) a person's refusal to submit to a test or tests pursuant to RCW 79A.60.040 and 79A.60.700, in which case the maximum penalty and default amount is \$1,000;

(b) The maximum penalty and the default amount for a Class 2 civil infraction shall be \$125.00, not including statutory assessments;

(c) The maximum penalty and the default amount for a Class 3 civil infraction shall be \$50.00, not including statutory assessments; and

(d) The maximum penalty and the default amount for a Class 4 civil infraction shall be \$25.00, not including statutory assessments.

(2) Whenever a monetary penalty is imposed by a court under this chapter it is immediately payable. If the person is unable to pay at that time the court may grant an extension of the period in which the penalty may be paid. If the penalty is not paid on or before the time established for payment, the court may proceed to collect the penalty in the same manner as other civil judgments and may notify the prosecuting authority of the failure to pay.

(3) The court may also order a person found to have committed a civil infraction to make restitution.

(4) Unless otherwise stated, any violation of the Oak Harbor Municipal Code is a Class 1 infraction.

(5) Nothing in this chapter is intended to prohibit imposition of alternative “civil penalties,” where appropriate. Where “civil penalties” are imposed, the procedures outlined in this chapter shall apply unless an alternative process is provided for in this code. (Ord. 1717 § 4, 2015).

Here is the section regarding park exclusion:

6.12.130 Park exclusion.

The administrator or the chief of police or designee may by delivering an exclusion notice in person to the offender exclude from a city park anyone who within a city park (1) violates any provision within this chapter, (2) violates any park rule or code of conduct properly adopted under OHMC 6.12.040, or (3) violates any other provision of the Oak Harbor Municipal Code or the Revised Code of Washington. The offender need not be charged, tried, or convicted of any crime or infraction in order for an exclusion notice to be issued or effective. The exclusion may be based upon observation or upon reports that would ordinarily be relied upon by police officers in the determination of probable cause.

(1) If the offender:

(a) Has not been excluded from any city park by an exclusion notice issued within one year prior to the violation and the current violation is not a felony or weapon violation, the administrator or chief of police or designee may exclude the offender from any or all city parks for a period of 60 days from the date of the exclusion notice.

(b) Has been the subject of a prior exclusion notice issued within one year prior to the current violation and the current violation is not a felony or weapon violation, then the administrator or chief of police or designee may exclude the offender from any or all city parks for a period of 180 days from the date of the exclusion notice.

(c) If the current violation is a felony or weapon violation, then the administrator or chief of police or designee may exclude the offender from any or all city parks for a period of one year from the date of the exclusion notice.

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

Bill No. 9.b.
Date: June 2, 2020
Subject: Security Cameras in City Parks
Update

FROM: Kevin Dresker; Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Introductory overview.

BACKGROUND / SUMMARY INFORMATION

The City has some security cameras at a couple of different locations, including the Waste Water Treatment plant. Discussion has occurred regarding the purchase and installation of other cameras and other locations, including Windjammer Park. Council asked staff to work on this and provide them information. This session will be an introduction to the “big picture” with some general options to look at.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS