

**** Per Governor's emergency [Proclamation 20-28.9](#) issued September 2, 2020, agencies are required to meet completely remotely without providing for a physical location.**

**** Per Section 3 of Anacortes [Resolution 2082](#) Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020, and [Resolution 2096](#), adopted July 27, 2020, extending the duration of Resolution 2082 through September 30, 2020, all in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held telephonically regardless of whether the City has the capability of video recording meetings.**

- Meetings may be viewed live or viewed after the fact on the [City of Anacortes website](#) or on [Channel 10](#).
- The public may watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@cityofanacortes.org, via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221, or via [eComment](#). Public comments received prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for public participation in virtual Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council
Municipal Building Council Chambers
**** This meeting will be held electronically only ****

September 21, 2020
6:00 p.m.

PRELIMINARY AGENDA

[Packet Materials](#) / [Watch Meeting](#)

- 1. Call to Order**
- 2. Announcements and Committee Reports**
 - a. Proclamation: Childhood Cancer Awareness Month
 - b. COVID-19 Update
 - c. Public Works Committee
- 3. Public Comment**
- 4. Consent Agenda (Action)**
 - a. Minutes of September 14, 2020
 - b. Approval of Claims in the amount of: \$247,144.33
 - c. Interlocal Agreement: 2020 Skagit County Multiple Agency Response Team (SMART) Agreement #20-198-APD-001
 - d. Interlocal Agreement: 2020 Library Materials #20-199-LIB-001
- 5. Other Business**
 - a. * Resolution 3000: Extending the Duration of Resolution 2082 Providing Temporary Procedures to Respond to the COVID-19 Epidemic (Discussion/Possible Action)
 - b. * Access Anacortes Fiber Internet Update (Discussion)
 - c. * Ordinance 3077: Updating AMC 13.44.020 for Access Anacortes Fiber Internet Reduced Fee Schedule for Low-Income Residents (Discussion)
 - d. * Resolution 3001: Updating the Unified Fee Schedule for Access Anacortes Fiber Internet Reduced Fee Schedule for Low-Income Residents (Discussion/Possible Action)
 - e. * Agreement for Installation of Conduit and Fiber with City of Oak Harbor (Action)
- 6. Adjournment**

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting.

The City of Anacortes is committed to making public meetings available and accessible to all members of the community.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning September 28, 2020

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

September 28, 2020

- Thompson Train Purchase Proposal (Discussion / Possible Action)
- Ordinance 3076: Extending Ordinance 3054, an Interim Ordinance Declaring an Emergency and Adopting a Moratorium on the Acceptance of Certain Land Use Applications in R4 Zone (Discussion)

October 5, 2020

- Closed Record Decision Hearing: CUP-2020-0001 - 1015 18th St. Parking Lot CUP (Action)

October 12, 2020

- Closed Record Decision Hearing: LPS-2020-0001 - The Crossings Cottages Preliminary Plat & Site Plan (Action)
- Public Hearing on Ordinance 3076: Extending Ordinance 3054, an Interim Ordinance Declaring an Emergency and Adopting a Moratorium on the Acceptance of Certain Land Use Applications in R4 Zone (Action)
- Public Hearing on Budgeted Revenue Sources, including 1% Property Tax Increase (Discussion)
- Review of 2021 Budget (Discussion)

October 19, 2020

- Review of 2021 Budget (Discussion)

October 26, 2020

- Public Hearing: 2021 Budget (Discussion)
- Review of 2021 Budget (Discussion)

November 2, 2020

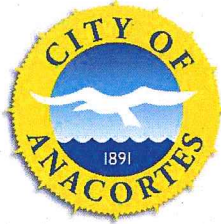
November 9, 2020

November 16, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Sep 21, 2020, 5:00 PM, Teleconference
- Finance, Wednesday, Sep 23, 2020, 5:00 PM, Teleconference
- Library, Thursday, Sep 24, 2020, 12:30 PM, Teleconference
- Fiber, Thursday, Sep 24, 2020, 2:30 PM, Teleconference
- Planning, Monday, Sep 28, 2020, 5:00 PM, Teleconference
- Public Works, Monday, Oct 5, 2020, 5:00 PM, Teleconference
- Port/City Liaison, Tuesday, Oct 6, 2020, 8:30 AM, Teleconference
- Public Safety, Tuesday, Oct 6, 2020, 10:00 AM, Teleconference
- Fiber, Thursday, Oct 8, 2020, 2:30 PM, Teleconference
- Housing Affordability & Community Services, Monday, Oct 12, 2020, 4:00 PM, Teleconference
- Planning, Monday, Oct 12, 2020, 5:00 PM, Teleconference



PROCLAMATION

WHEREAS, 1 in 285 children in the United States will be diagnosed with Cancer by their 20th birthday or 15,780 children annually who are diagnosed, and;

WHEREAS, there are approximately 40,000 children on active treatment at any given time, and, nearly 2,000 American children under the age of nineteen still die each year from cancer, and;

WHEREAS, of the surviving patients two-thirds will have chronic health conditions as a result of their treatment toxicity, including conditions later on in life such as ailments related to – heart, liver, lung damage, infertility, secondary cancers and growth deficits; and

WHEREAS, cancer is the leading killer of children by disease and the causes of childhood cancer are largely unknown, more studies are needed to understand which treatments work best for children; and

WHEREAS, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer, and; although the five-year survival rate for childhood cancers has reached 80 percent the City of Anacortes recognizes that there are unique research needs of childhood cancer; and

WHEREAS, hundreds of non-profit organizations at the local and national level including the American Childhood Cancer Organization are helping children with cancer and their families cope through educational, emotional and financial support, and;

WHEREAS, Anacortes is a caring community that supports children and families and too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

NOW, THEREFORE BE IT RESOLVED, that Mayor Laurie Gere of the City of Anacortes declares the month of September 2020, to be

CHILDHOOD CANCER AWARENESS MONTH

In the City of Anacortes and encourages all citizens to support this cause which impacts children and their families in our community and communities across our country.

Signed this 21 day of September, 2020.


Laurie Gere, Mayor



Instructions for Virtual Attendance at Anacortes City Council Meetings

How the Meeting Will Work

City Council meetings will be held via Zoom Webinar. The City Council Liaison is the **host** of the meeting, the Anacortes Mayor and City Councilmembers are **panelists**, Anacortes residents and other members of the public – as well as City staff – are **attendees**.

Webinar **attendees** do not interact with one another; they join in listen-only mode, and the host will unmute one or more attendees as needed.

How to View the Meeting

To view the live meeting without participating:

- Visit [Watch Meetings](https://www.anacorteswa.gov/700/Watch-Meetings) on the City of Anacortes website (<https://www.anacorteswa.gov/700/Watch-Meetings>)

To view the recorded meeting after it concludes:

- Visit [Watch Meetings](https://www.anacorteswa.gov/700/Watch-Meetings) on the City of Anacortes website (<https://www.anacorteswa.gov/700/Watch-Meetings>) or
- Watch the meeting Tuesdays and Sundays on [Channel 10](#)

How to Participate in the Meeting

- Click [this link](https://us02web.zoom.us/j/89255646791) or copy/paste this URL into your browser: <https://us02web.zoom.us/j/89255646791> or
- Dial in to the meeting by phone: Dial in the US: +1 253-215-8782, enter the Meeting ID 892 5564 6791

If you are new to Zoom, view video instructions for connecting from your computer, phone or tablet [here](#)!

How to Provide Public Comment

Comments received before 3:00 p.m. on the day of a City Council meeting will be distributed to the mayor and all councilmembers in advance of the meeting. You may use any of the methods below.

- **Email:** Email the City Clerk at cityclerk@cityofanacortes.org. Include the subject line *Public Comment for the City Council Meeting on [date]*.
- **Mail:** Mail comments to City Clerk, PO Box 547, Anacortes, WA 98221
- **eComment:** Visit [Watch Meetings](https://www.anacorteswa.gov/700/Watch-Meetings) on the City of Anacortes website and click the eComment link beside the agenda for the meeting you wish to comment on.
- **Live Public Comment:** If you are unable to provide a written comment in advance of the meeting, you may join the webinar as an attendee to comment during the public comment portion of the agenda or during consideration of specific agenda items marked for public comment. See **How to Participate in the Meeting** above.

Public Participation Guidelines

Below are recommendations for use by members of the public in meetings conducted via Zoom Webinar.

- **Identification:** Upon entering the webinar, please enter your name, number or other chosen identifier, so that the host can call upon you during the public comment period.



- **Raise Hand (pictured above):** You have the ability to virtually raise your hand for the duration of the meeting but you will not be acknowledged until you are called on during the public comment period.

NOTE: If you have used your telephone to access the Zoom meeting, **you may press *9** to “raise your hand”. The host will unmute you when it’s your turn to speak.

- **Public Comment Period:** Use “Raise Hand” to be called upon by the host. The host will announce your name when it’s your turn.
- **Mute/Unmute:** Attendees will be muted and not audible to the Council except during times they are designated to speak. When you are announced, you will be able to unmute yourself.
- **Time limit:** Those testifying or providing audience comment will be limited to three (3) minutes per speaker unless an exception is granted by the Council.
- **Use headphones/mic** for better sound quality and less background noise, if possible.

Members of the public who require special assistance to participate in or access the meetings may contact the [City Clerk](#) 24 hours before the meeting to make special arrangements. Dial 360-299-1960.

Revised August 12, 2020

INSTRUCTIONS FOR VIRTUAL ATTENDANCE AT ANACORTES PLANNING COMMISSION MEETINGS

How the Meeting Will Work

Planning Commission meetings will be held via Zoom Webinar. The Planning Commission Liaison is the **host** of the meeting, the Anacortes Planning Commissioners are **panelists**, Anacortes residents and other members of the public – as well as City staff – are **attendees**.

Webinar **attendees** do not interact with one another; they join in listen-only mode, and the host will unmute one or more attendees as needed.

How to View the Meeting

To view the live meeting without participating:

- Visit [Watch Meetings](https://www.anacorteswa.gov/700/Watch-Meetings) on the City of Anacortes website (<https://www.anacorteswa.gov/700/Watch-Meetings>)

To view the recorded meeting after it concludes:

- Visit [Watch Meetings](https://www.anacorteswa.gov/700/Watch-Meetings) on the City of Anacortes website (<https://www.anacorteswa.gov/700/Watch-Meetings>) or
- Watch the meeting Mondays and Wednesdays on [Channel 10](#)

How to Participate in the Meeting

- Click [this link](https://us02web.zoom.us/j/85918981678) or copy/paste this URL into your browser: <https://us02web.zoom.us/j/85918981678> or
- Dial in to the meeting by phone: Dial in the US: + 1 253 215 8782, enter the Meeting ID 859 1898 1678

How to Provide Public Comment

Comments received before 3:00 p.m. on the day of a Planning Commission meeting will be distributed to all Commissioners in advance of the meeting. You may use any of the methods below.

- **Email:** Email the Planning Department at pced@cityofanacortes.org before 3:00 p.m. on the day of a Planning Commission meeting. Include the subject line *Public Comment for the Planning Commission Meeting on [date]*.
- **Mail:** Mail comments to Planning Department, PO Box 547, Anacortes, WA 98221
- **eComment:** Visit [Watch Meetings](https://www.anacorteswa.gov/700/Watch-Meetings) on the City of Anacortes website and click the eComment link beside the agenda for the meeting you wish to comment on.
- **Live Public Comment:** If you are unable to provide a written comment in advance of the meeting, you may join the webinar as an attendee to comment during the public comment portion of specific agenda items marked for public comment. See **How to Participate in the Meeting** above.

Members of the public who require special assistance to participate in or access the meetings may contact the Planning Department 24 hours before the meeting to make special arrangements. Dial 360-299-1986.

Public Participation Guidelines

Below are recommendations for use by members of the public in meetings conducted via Zoom Webinar.

- **Identification:** Upon entering the webinar, please enter your name, number or other chosen identifier, so that the host can call upon you during the public comment period.



- **Raise Hand (pictured above):** You have the ability to virtually raise your hand for the duration of the meeting but you will not be acknowledged until you are called on during the public comment period.

NOTE: If you have used your telephone to access the Zoom meeting, **you may press *9** to “raise your hand”. The host will unmute you when it’s your turn to speak.

- **Public Comment Period:** Use “Raise Hand” to be called upon by the host. The host will announce your name when it’s your turn.
- **Mute/Unmute:** Attendees will be muted and not audible to the Commission except during times they are designated to speak. When you are announced, you will be able to unmute yourself.
- **Time limit:** Those testifying or providing audience comment will be limited to three (3) minutes per speaker unless an exception is granted by the Commission Chair.
- **Use headphones/mic** for better sound quality and less background noise, if possible.

Anacortes City Council Minutes – September 14, 2020

Mayor Laurie Gere called to order the Anacortes City Council meeting of September 14, 2020 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Ryan Walters, Carolyn Moulton, Bruce McDougall and Matt Miller all participated in the meeting in absentia via video conference. Councilmember Christine Cleland-McGrath was absent.

Mr. Walters moved, seconded by Ms. Moulton, to amend the agenda to add Item 5c, Easement and Right of Way Agreement for Water Pipeline. The motion carried unanimously by voice vote.

Announcements and Committee Reports

COVID-19 Update: Mayor Gere shared current case statistics for Skagit County and Washington State. The mayor observed that the 2020/21 school year had begun in Anacortes earlier in the day with all students learning from home.

At approximately 6:03 p.m. Ms. Cleland-McGrath joined the meeting in absentia via video conference.

Finance Committee: Mr. McDougall reported from the committee meeting the prior Wednesday. He said the primary topic had been the bond refinancing which would be addressed later on the agenda. Mr. McDougall elaborated on that topic and the capital projects involved. He said the committee also discussed the budget calendar for the remainder of the year.

Fiber Committee: Mr. McDougall reported from committee meeting the prior Thursday. He provided highlights from current installation statistics, the aerial expansion zone and projected expansion areas for 2021.

Public Comment

No members of the public wished to address the Council on any topic not on the agenda.

Consent Agenda

Mr. Young removed Item 4a, Minutes of September 8, 2020, from the Consent Agenda.

Mr. Miller moved, seconded by Mr. Young, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- b. Approval of Claims in the amount of: \$785,970.82

The following vouchers/checks were approved for payment:
EFT numbers: 98111 through 98152, total \$311,066.33
Check numbers: 98153 through 98161, total \$475,808.25
Wire transfer numbers: 273414 through 273683, total \$12,706.35

- a. Minutes of September 8, 2020

Mr. Young moved, seconded by Mr. Carter, to amend the minutes of September 8, 2020 to add the following sentence: "Councilman Young cautioned and asked questions of Legal Counsel, Council, and Museum staff concerning the Appearance of Fairness Doctrine and the Gifting of Public Funds concerning the process for entertaining Mr. Iwan's offer." The motion carried unanimously by voice vote.

OTHER BUSINESS

Ordinance 3073: Establishing an Annual Budget Process, Providing for Severability, and Establishing an Effective Date

Finance Director Steve Hoglund presented Ordinance 3073 to repeal Ordinance 2973 and return the city to an annual budget process on December 31, 2020. Mr. Walters moved, seconded by Ms. Moulton, to approve Ordinance 3073 as presented. In response to a question from Mr. Miller, Mr. Hoglund displayed and reviewed the budget calendar for the rest of the year. The calendar was added to the packet materials for the meeting. Vote: Ayes – Young, Walters, Moulton, McDougall, Miller, Carter and Cleland-McGrath. Motion carried.

Ordinance 3075: Revenue Bond

Mr. Hoglund presented Ordinance 3075 which had been revised following its first reading at the September 8, 2020 City Council meeting. Mr. Hoglund summarized the structure of the proposed bond, referring to his slides that were included in the packet materials for the meeting. He responded to councilmember questions about the very favorable rates in the current bond market.

Several councilmembers questioned inclusion of the \$500K Risk and Resiliency System line item included in the list of projects to be funded. Public Works Director Fred Buckenmeyer responded to councilmember questions and advised that the EPA had issued a risk and resiliency requirement for water systems. He described the proposed project in detail. Mr. Buckenmeyer said that project would be added to the Capital Facilities Plan when that document was amended later in the fall. Councilmembers supported including \$500K for a Risk and Resiliency System in the bond but reserved judgment on the specific system proposed.

Mr. Miller moved, seconded by Mr. Young, to approve Ordinance 3075 as presented. Vote: Ayes – Walters, Cleland-McGrath, Moulton, McDougall, Miller, Carter and Young. Motion carried.

Easement and Right of Way Agreement for Water Pipeline

City Attorney Darcy Swetnam presented an easement and ROW agreement for property owned by Dike, Drainage, and Irrigation Improvement District 12 to allow construction of the city's Raw Waterline Project to the water treatment plant. Ms. Swetnam noted that the agreement had been circulated to the councilmembers earlier in the afternoon, following its adoption by District 12 at 3:30 p.m.. The agreement was added to the packet materials for the meeting. Noting that the city's contractor was on standby awaiting execution of the agreement, Ms. Swetnam said staff recommended approval. Ms. Swetnam and Mr. Buckenmeyer responded to councilmember questions about the terms of the agreement.

Mr. Walters moved, seconded by Ms. Moulton, to authorize the mayor to sign the easement and right of way agreement as presented. Vote: Ayes – Cleland-McGrath, Moulton, McDougall, Miller, Carter, Young and Walters. Motion carried.

There being no further business, at approximately 6:58 p.m. the Anacortes City Council meeting of September 14, 2020 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the September 21, 2020 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
273912	6/7/2020	43424	GEO-TEST SERVICES, INC	SHIP HARBOR AND SR20 SPUR PROJECT - CONSTRUCTION MATERIALS TESTING	\$ 21,912.90	pw1
273770	6/16/2020	100482	VECA ELECTRIC & TECHNOLOGIES	ASAC ELECTRICAL REPAIR	\$ 1,650.02	pwfac
273789	7/24/2020	WAANA127251	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 1.59	dwwtp
273505	7/27/2020	RefundBryan	BRYAN, SANDRA	WA PARK GROUP CAMP REFUND BRYAN	\$ 100.00	parks1
273908	7/31/2020	900970	LAKESIDE EQUIPMENT CORPORATION	MAINTENANCE	\$ 3,500.00	dwwtp
273909	8/3/2020	101014	VECA ELECTRIC & TECHNOLOGIES	WWTP RESTROOM UPGRADE - ELECTRICAL	\$ 12,970.05	dwwtp
273783	8/5/2020	9317148405	GRAYBAR ELECTRIC COMPANY, INC	ADAPTERS FOR FIBER OPTIC POWER METER	\$ 108.80	fiber
273913	8/6/2020	67444	CODE PUBLISHING COMPANY	CODIFICATION SERVICES & ANNUAL FEES FOR 7/2020-7/2021	\$ 1,440.00	legal
273787	8/13/2020	WAANA127757	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 6.63	dwwtp
273788	8/18/2020	WAANA127870	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 9.44	dwwtp
273914	8/24/2020	31776	MATERIALS TESTING & CONSULTING	SKAGIT RIVER RAW WATER PIPELINE AND CLEARWELL PROJECT - SPECIALIZED INSPECTIONS	\$ 2,862.50	pw1
273776	8/25/2020	287782	BAY CITY SUPPLY	COVID-19 PPE ITEMS	\$ 906.08	pwfac
273777	8/25/2020	283958A	BAY CITY SUPPLY	COVID-19 PPE	\$ 223.91	pwfac
273699	8/26/2020	5005791609	FERRELLGAS, LP	AUG PROPANE INVOICE - AUTOGAS ACCOUNT	\$ 198.33	finance
273778	8/28/2020	08/28/2020	KIWANIS NOON CLUB OF ANACORTES	FACILITY FLAGS	\$ 2,231.71	pwfac
273780	8/31/2020	98722420	150-PRAXAIR DISTRIBUTION INC	MAINTENANCE SUPPLIES	\$ 759.84	dwwtp
273701	8/31/2020	2020-10	CURTIS EMERGENCY SERVICES LLC, RICHARD	(PW REVIEW) RISK RESILIENCE	\$ 4,004.05	dwwtp
272309	8/31/2020	0907153	FERGUSON ENTERPRISES, INC	TAP SLEEVE, SHORT NECK	\$ 14,395.31	wdist
273697	8/31/2020	177389	INFOSEND, INC.	AUGUST 2020 PROCESSING	\$ 3,313.11	finance
273855	8/31/2020	3092814214	LEXISNEXIS	JULY & AUGUST LEGAL RESEARCH PROGRAM	\$ 645.68	legal
273900	8/31/2020	10281389	NAVIA BENEFIT SOLUTIONS, INC	PARTICIPANT FEE 8/1-8/30	\$ 116.20	hr
273383	8/31/2020	022561	REECE, STORMIE	DEPOT CLEANING AUG 2020	\$ 440.00	parks1
273761	8/31/2020	0080110	UTILITIES UNDERGROUND LOCATION	LOCATES, AUGUST	\$ 326.37	dshop
273694	9/1/2020	50614	KRIEG CONSTRUCTION, INC	3/8" HMA	\$ 7,256.31	dshop
273610	9/1/2020	0820	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - AUGUST 2020	\$ 350.00	parks1
273442	9/1/2020	001-476148	PISTON SERVICE OF ANACORTES	SWIVEL GRIP, FILTER WRENCH	\$ 26.21	dshop
273447	9/1/2020	122951	VENTEK INTERNATIONAL	SEPTEMBER SERVER HOSTING AND CELL CARRIER	\$ 135.00	parks1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
273696	9/1/2020	1392412-0043-8	WASTE MANAGEMENT	AUGUST 2020 CONTRACTED SERVICES	\$ 116,123.82	finance
273903	9/1/2020	011294546	XEROX CORPORATION	XEROX COPIER 7/21-8/21/20	\$ 62.99	publib
273847	9/2/2020	12849036	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 72.10	medic
273690	9/2/2020	001-476295	PISTON SERVICE OF ANACORTES	OPERATING SUPPLIES- #704	\$ 44.73	dshop
273854	9/2/2020	1215005	SKAGIT PUBLISHING LLC	PUBLISH AA-2031938 AA-2032087 AA-2032209 AA-2032263	\$ 749.34	finance
273691	9/2/2020	2190622	WASHINGTON TRACTOR, INC	HYDRAULIC FILTER- #704	\$ 106.47	dshop
273772	9/3/2020	281620A	BAY CITY SUPPLY	COVID-19 PPE	\$ 149.27	pwwfac
273773	9/3/2020	288375	BAY CITY SUPPLY	FACILITY USE ITEMS	\$ 587.76	pwwfac
273774	9/3/2020	288336	BAY CITY SUPPLY	FACILITY USE ITEMS	\$ 218.45	pwwfac
273775	9/3/2020	283015B	BAY CITY SUPPLY	COVID - 19 PPE	\$ 25.30	pwwfac
273488	9/3/2020	RefundBercaw	BERCAW, MARI	WA PARK CAMPGROUND REFUND BERCAW	\$ 86.00	parks1
273500	9/3/2020	RefundMarcelo	MARCELO, FREDERICK	WA PARK GROUP CAMP REFUND MARCELO	\$ 200.00	parks1
273692	9/3/2020	MV239859	MOTOR TRUCKS, INC	LED MODEL 35 C/M LAMP- #220	\$ 44.93	dshop
273563	9/4/2020	RefundCallahan	CALLAHAN, WYNN	BOAT LOT PARKING REFUND CALLAHAN	\$ 27.00	parks1
273781	9/4/2020	220021901958	PUGET SOUND ENERGY INC	TSUNAMI SIREN SKYLINE 8/6-9/3/20	\$ 16.01	dwwtp
273917	9/4/2020	12491	SKILLINGS CONNOLLY, INC	WWTP NPDES SEDIMENT SAMPLING - THROUGH 8/24/20	\$ 9,643.02	dwwtp
273779	9/6/2020	962020	KIWANIS NOON CLUB OF ANACORTES	FACILITY FLAGS	\$ 734.62	pwwfac
273756	9/6/2020	61393	STOW-IT	JOB SHACK RENTAL	\$ 217.60	wdist
273786	9/8/2020	9317670594	GRAYBAR ELECTRIC COMPANY, INC	SUPPORT FOR CIENA PROVISIONING	\$ 2,512.76	fiber
273827	9/8/2020	AFD 20	ISLAND HOSPITAL	JULY/AUGUST AMBULANCE SUPPLIES	\$ 2,243.53	medic
273897	9/8/2020	1033136	LIFE ASSIST, INC	SAM SLINGS	\$ 509.51	medic
273731	9/8/2020	179307	OASYS INC	PLOTTER CHARGE BASE AND CONTRACT 9/9-10/8/20	\$ 55.77	pw1
273892	9/8/2020	331 0536798	UNIFIRST CORPORATION	WATER CREW LAUNDRY	\$ 45.49	wdist
273771	9/9/2020	287782B	BAY CITY SUPPLY	FACILITY USE ITEMS	\$ 775.45	pwwfac
273828	9/9/2020	5725548	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 159.25	medic
273911	9/9/2020	20-141	COASTAL GEOLOGIC SERVICES, INC	GUERMES CHANNEL TRAIL TALL WALL REPLACEMENT DESIGN	\$ 3,095.00	pw1
273698	9/9/2020	INV2192722	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 8/8-9/7/20	\$ 247.68	finance
273791	9/9/2020	9317704990	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC SPLICE CLOSURE	\$ 1,348.26	fiber
273703	9/9/2020	Refund Harris	HARRIS, TRAVIS	WA PARK CAMPGROUND REFUND HARRIS	\$ 14.00	parks1
273763	9/9/2020	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 8/7-9/4/20	\$ 22.44	plan
273764	9/9/2020	220013297498	PUGET SOUND ENERGY INC	CASINO DR UNDER TWIN BRIDGES 8/7-9/4/20	\$ 59.66	wdist
273784	9/9/2020	220022355618	PUGET SOUND ENERGY INC	TSUNAMI SIREN- 500 T AVE 8/7-9/4/20	\$ 15.08	dwwtp
273902	9/9/2020	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 8/7-9/4/20	\$ 1,634.33	publib
273695	9/9/2020	RefundTognazzini	TOGNAZZINI, NEAL	WA PARK CAMPGROUND REFUND TOGNAZZINI	\$ 27.00	parks1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
273700	9/9/2020	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 8/1/2020-8/31/2020	\$ 52.00	finance
273766	9/10/2020	11182	C & C TIMBER INC	FIREWOOD FOR RESALE	\$ 1,200.00	parks1
273782	9/10/2020	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 9/19-10/18/20	\$ 235.76	finance
273899	9/10/2020	WAANA128401	FASTENAL COMPANY	BATTERIES, HEADLAMP	\$ 31.90	medic
273898	9/10/2020	1034330	LIFE ASSIST, INC	EXAM GLOVES	\$ 174.08	medic
273759	9/10/2020	001-476983	PISTON SERVICE OF ANACORTES	BATTERY #220	\$ 522.02	dshop
273760	9/10/2020	001-477024	PISTON SERVICE OF ANACORTES	BRAKE CLEANER	\$ 234.22	dshop
273757	9/10/2020	026P13306	WESTERN TRUCK CENTER	CAB STEP #513	\$ 471.15	dshop
273923	9/11/2020	8498 30 017 0464628	COMCAST	WA PARK INTERNET 9/21-10/20/20	\$ 106.16	finance
273907	9/11/2020	300000300008	PUGET SOUND ENERGY INC	WWTP 8/6-9/3/20	\$ 14,019.47	dwwtp
273904	9/11/2020	76703535	RECORDED BOOKS INC	RECORDED BOOKS SUBSCRIPTION	\$ 592.00	publib
273894	9/12/2020	00005W5A83370	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 09-12-20	\$ 9.52	apd
273838	9/14/2020	080-4470-00	ABEYTA, DIANE	UB Refund Cst #054274	\$ 126.62	finance
273836	9/14/2020	490-0380-00	COUGHLIN, DONALD	UB Refund Cst #050021	\$ 138.92	finance
273835	9/14/2020	500-1400-01	DOYLE, STACIA & THOMAS	UB Refund Cst #046445	\$ 31.62	finance
273893	9/14/2020	09/14/2020	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 700.00	apd
273840	9/14/2020	145-5520-00	FINLEY, WALLY	UB Refund Cst #057880	\$ 144.67	finance
273837	9/14/2020	051-3600-01	FORD, JANET	UB Refund Cst #054024	\$ 169.67	finance
273831	9/14/2020	091-0122-01	FRY, DIANA	UB Refund Cst #041160	\$ 115.72	finance
273833	9/14/2020	190-0200-00	J & S RENTALS	UB Refund Cst #044372	\$ 96.75	finance
273845	9/14/2020	053-5120-01	KKAR ENTERPRISES LLC	UB Refund Cst #062264	\$ 96.43	finance
273843	9/14/2020	400-6270-01	LGH PROPERTIES LLC	UB Refund Cst #060558	\$ 104.67	finance
273842	9/14/2020	141-5760-01	MACKEY, CHRISTIE & WAYNE	UB Refund Cst #059233	\$ 137.57	finance
273846	9/14/2020	140-2340-01	MERITT, RITA	UB Refund Cst #062326	\$ 169.80	finance
273844	9/14/2020	130-3100-02	MORRIS, ANDREW & RABECAH	UB Refund Cst #061137	\$ 52.86	finance
273849	9/14/2020	RefundNeibert	NEIBERT, KELLY	WA PARK CAMPGROUND REFUND NEIBERT	\$ 108.00	parks1
273839	9/14/2020	170-1460-02	O'LEARY, JANET	UB Refund Cst #057526	\$ 53.72	finance
273834	9/14/2020	210-1860-00	SECRET HARBOR	UB Refund Cst #044577	\$ 54.80	finance
273830	9/14/2020	070-0590-00	SHELLENHAMER, JEAN	UB Refund Cst #040294	\$ 101.88	finance
273841	9/14/2020	053-5270-02	SONG, BYUNG & JUNG	UB Refund Cst #059044	\$ 129.06	finance
273829	9/14/2020	040-1240-01	STEWART, MCCULLUM	UB Refund Cst #039178	\$ 104.84	finance
273832	9/14/2020	144-0060-00	TRUMBLE, JAN	UB Refund Cst #043504	\$ 297.97	finance
273920	9/15/2020	19-008-TRN-0021	ASPHALT QUALITY SEALERS	RETAINAGE RELEASE	\$ 45.00	pw1
273906	9/15/2020	5740773	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 44.32	medic
273896	9/15/2020	113253	MCCUNN, MIKE	REIMBURSE FOR GAS (ANTIQUE ENGINE)	\$ 80.10	medic
273925	9/15/2020	20201793	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING 08/2020	\$ 3,477.10	finance
273922	9/15/2020	20-083-TRN-0021	TILCO VANGUARD INC	RETAINAGE RELEASE	\$ 1,149.30	pw1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
------------------	---------------------	-----------	------------------	-------------	-----------------	-------------------

Total					\$247,144.33	
-------	--	--	--	--	--------------	--



City Council Contract Agenda Bill

Meeting Date: 9/21/2020 **Agenda Item:** 4c

Subject: Interlocal Agreement #20-198-APD-001 - 2020 Skagit County
Multiple Agency Response Team (SMART) Agreement

Staff Contact: Police Chief John Small

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Interlocal Agreement

Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with the City of Burlington, the City of Mount Vernon, the City of Sedro-Woolley, the City of Oak Harbor, Island County, Skagit County, and the Washington State Patrol to expand the Skagit County Multiple Agency Response Team (SMART) in order to use agency investigative resources from various jurisdictions in a planned and concerted fashion that shares supervision, investigative staff, equipment, technology, skills and experience offering the best opportunity for apprehension and successful prosecution.

Background: The Skagit Multiple Agency Response Team was created in 2013 under Interlocal [C20130566](#) to combine the resources of local law enforcement agencies to assist in investigating officer involved shooting incidents, large scale criminal acts, fatal or serious injury to someone in police custody or an inmate at the county jail, and significant criminal events that would exhaust an individual agency's resources. (Examples include the Cascade Mall shooting and the shooting of Mount Vernon Police Officer McClaughry.) The team originally consisted of investigators from the Anacortes Police Department, the Burlington Police Department, the Mount Vernon Police Department, the Sedro-Woolley Police Department, and the Skagit County Sheriff's Office. The team maintains its own command structure and team members generally have to meet minimum training and skill levels. On 9/23/19 Council approved [interlocal 280](#) which expanded the team to include Oak Harbor Police Department, the Island County Sheriff, and the Washington State Patrol as member agencies. The entities now wish to replace the previous interlocal with this agreement in order to include language regarding the legislative mandated "non-law enforcement community representatives", SMART team member reviews, family liaison, and tribal liaison if relevant. (Sections 4.6 through 4.9.)

Key Terms:

- The term of this Agreement shall be from execution until terminated by a 30 day notice.

Previous Council/Committee Action: Council previously approved an original version of interlocal 280 at the [3/18/19](#) Council meeting. After that version was approved, signed by the Mayor, and sent to Skagit County we were then informed the Skagit County Sheriff's Office had changes for the document. A final version of [IL280](#) was approved at the [9/23/19](#) meeting.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement #20-198-APD-001 between the City of Anacortes and the City of Burlington, the City of Mount Vernon, the City of Sedro-Woolley, the City of Oak Harbor, Island County, Skagit County, and the Washington State Patrol.

Alternative Actions: N/A

Attachments: Interlocal 20-198-APD-001

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN

**THE CITY OF ANACORTES, THE CITY OF BURLINGTON,
THE CITY OF MOUNT VERNON, THE CITY OF SEDRO-WOOLLEY, THE CITY OF
OAK HARBOR, ISLAND COUNTY, SKAGIT COUNTY, AND THE WASHINGTON
STATE PATROL**

THIS AGREEMENT (“Agreement”) is entered between the City of Anacortes, The City of Burlington, the City of Mount Vernon, the City of Sedro Woolley, the City of Oak Harbor, Island County, Skagit County, and the Washington State Patrol in order to use agency investigative resources from various jurisdictions in a planned and concerted fashion that shares supervision, investigative staff, equipment, technology, skills and experience, as allowed under WAC 139-12, offering the best opportunity for apprehension and successful prosecution; and

WHEREAS each of the parties have authority granted through state or federal law to contract and be contracted with including but not limited to the Interlocal Cooperation Act (Chapter 39.34 RCW) granting additional and supplemental authority authorizing public agencies to enter into agreements for their mutual benefit; and

WHEREAS the existing Skagit and Island County Multiple Agency Response Team (SMART) Memorandum of Understanding requires further revision after the State of Washington adopted new legislation governing “independent investigative teams”, including SMART, responsible for investigating officer involved deadly use of force.

WHEREAS The State legislation governing independent investigative teams went into effect January 2020 under RCW 10.114.011 and WAC 139-12. RCW 10.114.011 requires law enforcement to implement WAC 139-12 requirements that further refine definitions, best practices and procedures for an independent investigation of officer involved use of force resulting in great bodily harm, substantial bodily harm or death, completely independent of the involved agency.

WHEREAS law enforcement agencies have the responsibility for protecting lives and property and keeping the peace; and

WHEREAS effective law enforcement depends upon the ability of responding officers to take emergency action to protect lives and property and to preserve the peace, without regard to jurisdictional limitations; and

WHEREAS law enforcement agencies face significant challenges in meeting the public’s needs when a major criminal incident such as when a homicide, child abduction, serial arson or sexual

predator victimizes the community or when a criminal act or a potential criminal act is alleged against an officer; and

WHEREAS the issues of public trust and organizational credibility require an investigative process that is objective and, fair and

WHEREAS an agency can become overwhelmed by the volume of investigative demands including securing, preserving and processing crime scenes; locating and interviewing witnesses; searching for suspects; documenting, recording and impounding evidence; responding to media and public information requests, etc.; and

WHEREAS experience has shown that delays in the use of law enforcement personnel and facilities have an adverse impact on identifying perpetrators, discovering reliable evidence, and conviction rates; and

WHEREAS the protocol for the use of resources from multiple agencies:

- a) Fosters public trust by conducting professional, independent, transparent, credible, and consistent investigations of criminal incidents involving police employees;
- b) Provides a multi-jurisdictional response to criminal or fatal incidents involving police employees;
- c) Provides greater efficiency and effectiveness during large scale criminal acts by employing a multi-disciplinary response; and
- d) Offers flexibility to employ investigative methods and tools that are practical and appropriate for given circumstances; and

WHEREAS the team approach used since 2013 for investigating complex criminal acts has proven to offer increased staffing during critical time periods, allow for sharing of equipment when allowed under WAC 139-12, and investigative tools that small agencies may not have, provide an unbiased, independent, transparent, credible and competent investigation when police personnel are implicated, and take advantage of individuals possessing specialized training;

NOW THEREFORE, the parties agree as follows:

1. PURPOSE. This agreement is intended to adopt Washington State RCW 10.114.011 and WAC 139-12 requirements and protocols for the Skagit and Island County Multiple Agency Response Team (hereinafter “SMART” or “Team”) that will conduct or assist in investigations of incidents that will benefit from the use of resources from multiple law enforcement agencies, as allowed or required under WAC 139-12. The SMART will be activated upon the request of the Involved Agency (The agency that employs or supervises the officer(s) who used deadly force. See section 5.) to handle qualifying incidents including, but not limited to:

- a) Use of deadly force by a peace officer resulting in death, substantial bodily harm, or great bodily harm.
- b) Intentional and accidental officer-involved shootings, including police tactical incidents involving specialized response teams.
- c) Intentional or accidental use of any other dangerous or deadly weapon.

- d) Felony or serious assaults upon law enforcement officers or assaults on other law enforcement employees who are on duty or are acting in the performance of their duties.
- e) Attempts by law enforcement employees to make arrests or to otherwise gain physical control for a law enforcement purpose, including incidents where a law enforcement officer has applied a use of force on an individual and that individual stops breathing either during the application of force or immediately thereafter.
- f) Any fatal or serious injury in police custody.
- g) Any fatal or serious injury of an inmate at the Skagit County or Island County Jail that occurs as a result of the use of force by a jail employee.
- h) Vehicular collisions involving police gunfire directed at the suspect or the suspect vehicle.
- i) Vehicular collisions which result in a serious injury or fatality arising from the use of vehicle(s) by police as a “legal intervention” technique intended to apprehend a suspect. “Legal Intervention” includes vehicle ramming, roadblocks, and forcing a vehicle to alter its course by cutting in front of it or by contact.
- j) Vehicular collisions which involve serious injuries or a fatality that occur during a police pursuit. The serious injury or fatality may be to the suspect, an officer or other third party.

Additionally, for events not involving law enforcement deadly use of force (outside of the scope of RCW 10.114.011 and WAC 139-12), SMART may be requested by a Venue Agency (the agency with primary jurisdiction of an event. See section 5.) to assist with significant criminal events that exhaust an individual agency’s resources:

- a) Crimes of violence such as homicide, aggravated assault, rape, arson, kidnapping, robbery or as determined by the Executive Board;
- b) Serial crimes involving arson, rape, robbery, burglary, etc.;
- c) “Crime spree” crimes with similar characteristics occurring in multiple jurisdictions;
- d) Activation of an Amber Alert and/or the Child Abduction Response Team when significant investigative resources are required.

Nothing in this agreement is intended to preclude any party from entering into agreements with any law enforcement or specialized service agency for limited or high profile investigations, including:

- a) Officer involved incidents that involved limited scope investigations, including allegations of DUI, misdemeanor assault-DVPA, theft, etc.
- b) Allegations of criminal misconduct against high ranking police staff; and
- c) Any significant crime or incident where the Sheriff or the affected jurisdiction’s Police Chief, believe seeking aid from another county or agency is appropriate.

The parties agree that use of the SMART for non-officer involved cases is meant for significant criminal events where an agency’s resources are or are likely to be exhausted. Utilization of the SMART is not intended as a substitute for costs a Venue Agency could incur by using their own off-duty staff or resources. It is also not intended to defer continuing staff training and development for serious crimes.

2. TREATMENT OF ASSETS AND PROPERTY. No fixed assets or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. Each party shall be responsible for the costs associated with its personnel, including wages, and consumable property, and basic safety equipment to adhere to current WISHA or OSHA blood borne pathogens rules. Participating agencies will work together, as allowed under WAC 139-12, to ensure the SMART has the non-consumable equipment necessary to support the Team's mission and goals. Any non-routine costs shall be the responsibility of the Involved or Venue Agency upon the approval by the Involved or Venue Agency head.

3. SMART STRUCTURE AND DUTIES. Upon request of the Involved Agency, the SMART will assume full and independent control of an investigation into an officer-involved use of force incident where great bodily harm, substantial bodily harm or death has occurred.

When an investigation does not involve an officer or employee but the scope of the incident is beyond a Venue Agency's capability, the Venue Agency may request the SMART to supplement its investigatory efforts.

SMART operations shall be governed by the terms of this agreement and any mutual aid agreements between the participating agencies. The SMART command structure for Officer Involved use of force investigations is depicted in Attachment 1 (SMART Structure). The command structure for supplementing a Venue Agency's investigation is illustrated in Attachment 3 (SMART Structure for Supplemented Investigations), is intended to be flexible depending on agency needs.

Every member assigned to the SMART is subject to his/her own agency's policies and procedures, WAC 139-12 requirements, and to any non-conflicting policies and procedures adopted by the Executive Board.

3-1. Executive Board. An Executive Board comprised of representatives of the respective parties is established to administer this Agreement and to coordinate and monitor performance of the SMART. The Executive Board's responsibilities include, but are not limited to: (1) identification of crimes and incidents that qualify for the SMART to conduct or assist in investigations; (2) resolution of disputes arising under this Agreement; (3) coordination of personnel issues, investigative policies, practices, and training standards; (4) maintenance of relations between participating law enforcement departments; (5) adoption of SMART policies and procedures. (6) Appoint the SMART leadership team which may include a team commander, assistant commander, or co-commander. (7) Appoint at least two non-law enforcement community representatives who have credibility with and ties to communities impacted by police use of deadly force as prescribed in WAC 139-12.

Members of the Executive Board shall include:

- a) Skagit County Sheriff;
- b) Island County Sheriff;

- c) Chief of Police, Anacortes Police Department;
- d) Chief of Police, Burlington Police Department;
- e) Chief of Police, Mount Vernon Police Department;
- f) Chief of Police, Sedro-Woolley Police Department;
- g) Chief of Police, Oak Harbor Police Department; and
- h) Commander District 7, Washington State Patrol.

In the event an officer involved investigation is or becomes an investigation of a Chief of Police or County Sheriff, that agency shall be deemed ineligible under this Agreement to utilize the SMART. Nothing in this Agreement shall prevent a member agency from entering into agreements with any law enforcement or specialized service agency to assist or conduct such investigations.

3-2. Prosecuting Attorney. The Skagit County Prosecuting Attorney shall be the legal advisor for the SMART investigations occurring in Skagit County. The Island County Prosecuting Attorney shall be the legal advisor for the SMART investigations occurring in Island County. In the event the incident extends between both counties, the county prosecutor of the incident where the primary use of law enforcement force occurs shall be the legal advisor for the SMART investigation.

3-3. SMART Command.

- a) **SMART Commander:** The Executive Board shall appoint a SMART Commander, a commissioned peace officer of command rank with previous experience in criminal investigations from one of the participating law enforcement agencies, for a term of two years. Selection criteria shall include a consideration of training, experience, skills and abilities. The Commander's responsibilities are provided in Attachment 2 (Command Structure and Personnel)
- b) **Assistant SMART Commander(s):** The Executive Board shall also appoint up to two Assistant Commander(s), who are commissioned peace officers with previous experience in criminal investigations of command rank from a participating law enforcement agency. The term of appointment for the position of Assistant Commander will be two years. Selection criteria shall include a consideration of training, experience, skills and abilities. The Assistant Commander's responsibilities are provided in Attachment 2 (Command Structure and Personnel).

3-4. Public Records Act and Open Public Meetings Act. The parties recognize that it will be necessary for personnel assigned to SMART to maintain SMART investigation records in a secure environment appropriate to the circumstances. The parties further recognize and acknowledge that SMART is not a legal entity subject to legal process. As a result each party is independently responsible for responding to requests for records under the Public Records Act, Chapter 42.56 RCW.

Requests for public records addressed to individual agencies or generically to SMART will be promptly forwarded to the SMART records manager for processing who will coordinate, with the receiving agency, the mailing of an appropriate response to the requestor within five business days as required by RCW 45.56.520(1) and the review and production of requested records held

by the records manager. Where appropriate, a copy of a generic request for public records will be sent to each agency to determine whether it holds SMART records or other records that may be responsive to the request. When similar requests for SMART records are received by two or more agencies, an effort should be made to obtain clarification from the requestor to avoid duplication of effort.

As a public body, the Executive Board is subject to the Open Public Meetings Act.

4. INVESTIGATION TEAM STRUCTURE AND DUTIES.

4-1. Commander. The SMART Commander is responsible for all aspects of an investigative response when SMART is activated for an officer/employee involved incident to include situational assessment, developing investigative priorities and objectives, and operations management. The SMART Commander shall ensure that investigative requirements of WAC 139-12 are met.

If SMART is requested to assist with an investigation that exceeds the capabilities of a Venue Agency, as defined in section 5-2 below, but doesn't involve an officer/employee the Venue Agency's Investigation's Commander may remain in charge and the Commander will provide support as requested or able. Nothing precludes the Commander from assuming these responsibilities if the Venue Agency requests. Responsibilities are provided in Attachment 4 (Investigation Team Personnel and Responsibilities).

4-2. Assistant Commander. When required by the scope of an investigation, the Assistant Commander shall assist the Commander and shall assume the duties of the Commander in his/her absence.

For incidents not involving deadly use of force and when the Venue Agency provides the Investigation Commander, SMART may assign an assistant commander to work in conjunction with the Venue Agency.

4-3. Supervisor. The Commander shall appoint a Supervisor to lead each investigation conducted under this Agreement. The Supervisor will determine the number and skills of investigators and technicians needed for each aspect of an investigation and coordinate their work. In the event there are multiple scenes or responsibilities that stretch the Supervisor's span of control, he/she may designate Lead Investigators to cover specific areas of responsibility. The Supervisor's responsibilities are provided in Attachment 4.

4-4. Investigation Teams. The Commander shall establish Investigation Teams as needed for (1) crime scene processing; (2) suspect apprehension; (3) evidence collection, packaging, and storage; and (4) specialized services. See Attachment 3. Personnel assigned to these teams will be available to conduct the various aspects of an investigation. Depending upon need, the structure for the investigation teams may be amended upon approval by the Executive Board.

A leader for each team tasked to a particular investigation component shall be selected by the SMART Supervisor based upon a consideration of team needs and a consideration of the individual's training, experience, skills and abilities. Core areas of knowledge for all investigators are provided in Attachment 5 (Minimum Qualifications for Team Investigators).

4-5. Case Manager. Every investigation will have a person or persons who are assigned to track the case details from the start of the investigation through prosecution. The Case Manager will be familiar with all aspects of the case in order to be responsive to requests from others such as the prosecutor. The Case Manager reports to the SMART Supervisor unless directed otherwise and is responsible to have a working knowledge of all aspects of the case.

4-6. Non-Law Enforcement Community Members.

- Participate directly in the vetting, interviewing, and/or selection of SMART investigators.
- Review conflict of interest statements submitted within seventy-two hours of the commencement of an officer involved use of force investigation.
- Be present at the briefings with the involved agency(s) Chief or Sheriff;
- Have access to the investigation file when it is completed;
- Be provided a copy of all press releases and communication to the media prior to release;
- Review notification of equipment use of the involved agency.

The non-law enforcement community representatives must sign a binding confidentiality agreement at the beginning of each police use of deadly force investigation that remains in effect until the prosecutor of jurisdiction either declines to file charges or the criminal case is concluded. If the confidentiality agreement is violated, the non-law enforcement representative may be subject to prosecution under RCW 9A.76.020 (Obstructing a law enforcement officer) and chapter 10.97 RCW, Washington State Criminal Records Privacy Act. For the purpose of this chapter, "criminal background information" is the same as "criminal history information" as defined in RCW 10.97.030(4).

4-7. SMART Team Member Reviews. Upon entry into this agreement, Existing SMART team members or their agencies shall provide necessary information about the qualifications of current SMART team members to the non-law enforcement community representatives for review of the members by January 2021. Any law enforcement officer seeking selection for participation as a SMART team member or increase in responsibilities as a SMART team member shall be vetted and interviewed by the community representatives prior to participation.

4-8. Family Liaison. A member of the SMART will be assigned as a family liaison within the first twenty-four hours and keep the family, or a representative of the family's choice, apprised of all significant developments in the independent investigation and will give the family advance notice of all scheduled press releases.

4-9. Tribal Liaison. If the person against whom deadly force is used is, or is believed to be a member of a federally recognized tribe, a member of the SMART will be assigned as a tribal liaison within the first twenty-four hours and keep the tribe (or a representative of the tribe's choice) apprised of all significant developments of the investigation, and provide advance notice of all scheduled press releases.

4-10. Administrative Services. Personnel qualified by training and experience shall handle the following duties under the supervision of the Commander or Assistant Commander, as assigned:

- a) Public information;
- b) Public disclosure and records management for all records held by the SMART; and

- c) Crime scene safety and security.

5. INVOLVED AND VENUE AGENCY

5.1 Involved Agency.

The Involved Agency is the agency that employs or supervises the officer(s) who used deadly force. There can be more than one "involved agency."

Involved Agency obligations. When SMART assistance is desired, the Involved Agency shall:

- a) Rendered the scene safe and provide or facilitate life-saving first aid to persons at the scene who have life-threatening injuries.
- b) Immediately call SMART – through a senior officer (Sheriff, Police Chief, or a command level officer above the rank of Sergeant), who shall direct the request for Team assistance to the SMART Commander with enough details for him/her to determine whether a callout is necessary and the level of resources and assistance needed;
- c) After the SMART has been notified, shift focus to the protection and preservation of evanescent evidence in order to maintain the integrity of the scene until SMART arrives.
- d) Relinquish control of the scene to SMART after SMART arrives, and the SMART commander has the appropriate resources on scene.
- e) Not allow any member of the Involved Agency to participate in any way in the investigation of police use of deadly force conducted by SMART, with the following exception:
 - Specialized equipment belonging to the involved agency may not be used by SMART unless: 1 - no reasonable alternative exists; 2 - the equipment is critical to carrying out the independent investigation; and 3 - the use is approved by the SMART commander.
- f) Provide security and other support as required and allowed under WAC 139-12;
- g) Agree to be responsible for all reasonable investigative expenditures, including the costs of storing and handling extraordinary items such as vehicles, HAZMAT, etc.;
- h) Allow SMART personnel access to all available documents, reports and information regarding the incident and investigation
- i) Refer all media requests for information about the SMART investigation to the SMART Public Information Officer assigned to the investigation.
- j) Except as may be required by law and only after notice to the SMART Commander, not release any information that may compromise a SMART investigation.
- k) Not release any criminal background information of person against whom deadly force was used per WAC 139-12.
- l) Notify the SMART Commander and the Governor's office of Indian affairs (GOIA) in accordance with RCW 10.114.021 if the person against whom deadly force is used is, or is believed to be a member of a federally recognized tribe, and;
- m) Not furnish "prohibited content" as described in WAC 139-12 to the SMART to include any compelled statements of involved officers or any investigative content that was informed by such compelled statements. The Involved Agency will immediately notify

the SMART commander if they become aware that “prohibited content” has been furnished to SMART.

5-2. Venue Agency

The Venue Agency is the law enforcement agency with jurisdiction over a non-deadly force crime or incident requiring investigation. When a non-deadly force incident occurs in part in two or more jurisdictions, each of those jurisdictions is the Venue Agency. When the incident occurs on the boundary of two jurisdictions, or at a location where the relevant boundary is not readily ascertainable or is in dispute, the agency with the greater interest in the case by virtue of having the predominant police involvement in the incident or by virtue of having had the majority of the acts leading up to the incident within its jurisdiction shall be the Venue Agency.

Venue Agency obligations. When SMART assistance is desired, the Venue Agency shall:

- a) Determine its resource limitations and what additional levels are needed for an investigation;
- b) Request SMART assistance – either that the SMART assume control of an investigation or supplement Venue Agency resources – through a senior officer (Sheriff, Police Chief, or a command level officer above the rank of Sergeant), who shall direct the request for Team assistance to the SMART Commander with enough details for him/her to determine whether a callout is necessary and the level of resources and assistance needed;
- c) Designate an Incident Commander to coordinate the Venue Agency’s response with the SMART;
- d) Provide crime scene protection, security and staff support as required;
- e) Provide facilities, equipment, resources and assistance as needed for the SMART;
- f) Agree to be responsible for all reasonable investigative expenditures, including the costs of storing and handling extraordinary items such as vehicles, HAZMAT, etc.;
- g) Allow SMART personnel access to all available documents, reports and information regarding the incident and investigation; and
- h) Refer all media requests for information to the SMART Public Information Officer assigned to the investigation and coordinate any release of public information with the Team’s public information staff.
- i) Except as may be required by law and only after notice to the SMART Commander, the Venue Agency will not release any information that may compromise a SMART investigation.

If the Venue Agency determines that it has adequate oversight and control of an investigation that does not involve potential allegations of officer/employee misconduct and only needs additional staff or equipment, the Venue Agency may retain command of the investigation by assigning a qualified supervisor for the investigation. In such cases, the Venue Agency shall retain responsibility for decisions involving the investigative process and the release of any information and the SMART Commander may assist the Venue Agency in selecting and mobilizing needed resources or with organizational tasks. (If the Venue Agency’s request is for an Officer Involved incident, the SMART Commander, will have complete autonomy to manage the investigation or the SMART will not be utilized.)

5.3. SMART Obligations and Limitations to Keep the Involved or Venue Agency Informed.

Involved Agency – No information about the ongoing independent investigation of police use of deadly force will be shared with any member of the involved agency, except limited briefings given to the Chief or Sheriff of the Involved Agency about the progress of the investigation so that they can manage the internal administrative investigation and communicate with their community about the progress of the investigation.

If the Chief or Sheriff of the Involved Agency requests that SMART release body cam video or other investigation information of urgent public interest, the SMART commander should honor the request with the agreement of the prosecutor of jurisdiction.

The SMART commander or other representative of SMART will provide public updates about the investigation at a minimum of once per week, even if there is no new progress to report.

When an independent investigation is complete the information will be made available to the public in a manner consistent with applicable state law.

Venue Agency - The following shall only apply to investigations that do not involve police use of deadly force.

The SMART Commander shall ensure that the Venue Agency's Police Chief, Sheriff or their designees are kept informed of the progress of the investigation. The Commander may meet with the Venue Agency's Police Chief/Sheriff or their designee the following business day after the initial investigation.

If requested by the Venue Agency's Chief, Sheriff or their designee, the SMART Commander will arrange for a walk-thru of the scene with the Venue Agency's Chief, Sheriff or command staff. The SMART Supervisor and Case Manager will participate in this walk-thru to answer any questions. This walk-thru will only occur after the scene has been processed and evidence collected and just prior to the scene being turned back over to a responsible party. The Venue Agency's command staff will not take part in any crime scene processing. Involved officers and witnesses will not participate in a walk-thru.

After the SMART investigation has been completed and the prosecutor reviewing the case has made a charging decision, the SMART Commander will schedule a case overview meeting. This meeting is intended to brief the Involved or Venue Agency's Chief or Sheriff on what occurred during the incident and what investigative steps were taken. The SMART Supervisor and Case Manager will be responsible for presenting the case overview.

6. REPORTS, RECORDS, EVIDENCE and PERSONNEL.

a) Processing and maintenance of investigation reports.

(1) Upon request from the SMART Commander, Supervisor, or designee, the Skagit 911 Dispatch Center will assign a Law Incident Case Number generated

through Skagit County's public safety database currently managed through Motorola FLEX® software ("FLEX") to a SMART investigation. All original reports, statements, and other documentation shall be identified by this case number. Records staff from the participating agencies will have access to FLEX to transcribe their investigator's reports using the SMART case number.

- (2) The SMART Commander may partition the case in FLEX and limit access when the narrative is sensitive and confidentiality is needed for case integrity.
- (3) The Involved or Venue Agency may use or designate a separate FLEX Law Incident Case Number for its originating incident but that number will remain separate from the SMART Investigation case.
- (4) Report processing.
 - (i) Investigators will deliver their completed reports to the SMART Supervisor for review and approval.
 - (ii) The Team Supervisor will deliver approved case reports to the Case Manager as soon as practical.
- (5) Maintenance of original records.
 - (i) For an Officer Involved investigation that does not involve a Skagit County Sheriff's deputy, records will be maintained by the Skagit County Sheriff's Office.
 - (ii) For an Officer Involved investigation that involves a Skagit County Sheriff's deputy, records will be maintained by the SMART Commander's agency. If the Commander is from the Skagit County Sheriff's Office, he/she would step out of that role and the Assistant Commander would step in to command the investigation (as long as they were from another agency). If it is determined that an alternate Commander or Assistant Commander is required to maintain investigation integrity, the Executive Board may appoint a qualified officer to fill the position for the duration of the investigation.
 - (iii) For any non-deadly force SMART investigation required because need exceeds the Venue Agency's resources, the Venue Agency shall maintain reports.

b) Evidence.

- (1) Storage and disposition of evidence obtained during a SMART team investigation shall be done pursuant to the evidence policies of the agency assigned the task of storing evidence.
- (2) Legal advice pertaining to disposition of such evidence shall be provided by the County Prosecutor where the agency assigned the task of handling evidence collection is located.

c) Personnel.

- (1) Law enforcement agencies providing personnel to the SMART will track successfully completed training, to include training required under WAC 139-12, and make training records available to the SMART Commander as requested.
- (2) Agencies will endeavor to qualify their investigators assigned to SMART as "Qualified Lead Investigators" as defined in WAC 139-12. Upon successful completion of "Qualified Lead Investigator" requirements, an investigator's

parent agency will submit necessary records to CJTC to request a “Qualified Lead Investigator” certificate. A copy of the “Qualified Lead Investigator” certificate will be provide to the SMART commander upon issuance.(3)Incidents covered by this agreement can expose individuals to traumatic experiences. Upon an investigation team member’s request or as recommended by a Team supervisor, commander, or executive board, Critical Incident Stress Management (CISM) services should be made available to any and all members of the SMART by the member’s law enforcement agency.

- (4)Personnel may be removed from the SMART without cause by the SMART Commander or by his/her agency.
- (5)In the event of a conflict between terms within this Agreement and a Party’s collective bargaining agreement, terms within the collective bargaining agreement shall control.
- (6) Nothing in this Agreement shall prevent an individual from speaking or otherwise presenting about incidents covered by this Agreement where such incidents do not involve ongoing investigations, open criminal cases or civil litigation matters involving the member agency. Personnel may only speak or present on behalf of the SMART with permission from the Executive Board. Personnel may speak or present on their own time and in their personal capacity without such permission but are nevertheless encouraged to seek and obtain permission whenever possible.
- (7) The parent agency, upon assigning an investigator to SMART, affirms that the investigator has a demonstrated history of honorable behavior. Investigators assigned to SMART are expected to have a work history free of a sustained finding of serious misconduct and/or a pattern of sustained complaints and a personal history free of demonstrable bias or prejudice against community members that may be impacted by the police use of deadly force. Examples of disqualifying sustained misconduct and/or personal history include, but are not limited to, discrimination of any type, based on protected classes identified under RCW 49.60.030(1), theft, fraud, dishonesty, and abuse of authority including, but not limited to theft, falsifying an official police record or making a false statement, serious ACCESS (a centralized computer enforcement service system) violations, obtaining or disclosing confidential information, and excessive use of force. Dishonorable behavior including, but not limited to, harassment, bullying, aggressive or intimidating behavior, or threats of violence, including domestic violence. Parent agencies shall notify the SMART commander immediately upon a change in status of “demonstrated history of honorable behavior” as outlined in WAC 139-12 for a SMART assigned investigator.
- (8) The Chief or Sheriff of a member agency, and SMART commander shall review the appointment of their SMART members who have served three years for possible rotation or replacement.

d) Investigation review.

- (1) Upon the conclusion of a SMART investigation, the SMART Commander will schedule a timely debriefing for SMART Investigators. The debriefing shall review each investigator’s involvement in the case, assign out any additional

- tasks that may need completing, and ensure equipment is returned in working order for future callouts. The SMART Supervisor shall facilitate the debriefing.
- (2) A formal SMART Use Review will be scheduled no later than 30 days from demobilization. The purpose of this review will be to improve readiness and identify training needs by reviewing roles, responsibilities, communication lines, investigative systems, and equipment applied during the Team's activation.
 - (3) The SMART Commander or his/her designee shall prepare and report findings from the Use Review to the Executive Board.
 - (4) Each party's law enforcement agency shall communicate the findings of the Use Review to appropriate staff and shall train or retrain as appropriate.

7. INDEMNIFICATION.

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees, and further agrees to save, indemnify, defend, and hold the other party(ies) harmless from any such liability for the wrongful and/or negligent acts or omissions of the indemnifying party or of the indemnifying party's officials, officers, agents, or employees.

For the purpose of indemnification, persons assigned to SMART shall be deemed to be, at all times, continuing under the control and employment of his or her assigning jurisdiction and its law enforcement department. It is mutually agreed by the participating agencies that any control exerted by SMART supervisors shall not supersede this clause.

It is intended that no liability shall attach to any party by reason of entering into this Agreement except as expressly provided herein.

Each party shall give written notice to the Executive Board, and the legal departments of the parties, of any act or occurrence that the party reasonably believes may lead to a claim or demand that may be subject to the indemnity provisions of this agreement. Such notice shall be given within 5 days after the incidence of such act or occurrence has come to the notifying party's knowledge.

8. DISPUTE RESOLUTION AND VENUE.

- a) **Mediation.** Any controversy, claim or dispute, including claims and counterclaims by the parties concerning the making, formulation, validity, obligations and duties under and/or breach of a party's obligations under this Agreement and issues related to the existence, interpretation and enforceability of the mediation and arbitration provisions of this Agreement shall be subject to mandatory mediation. A competent mediator shall be chosen by agreement of the parties. If the parties are unable to agree on a mediator, a party may request that the Presiding Judge for Skagit County Superior Court for the State of Washington appoint a mediator.
- b) **Arbitration.** If not resolved within fifteen days after selection or appointment of a mediator (or such longer period as may be mutually agreed upon by the parties), any controversy, claim or dispute, including claims and counterclaims by the parties,

concerning the making, formation, validity, obligations and duties under and/or breach of a party's obligations under this Agreement and issues related to the existence, interpretation and enforceability of the mediation and arbitration provisions of this Agreement, shall be adjudicated by binding arbitration. The arbitration shall take place in the administrative offices of Skagit County, or such other place as the parties may agree. One neutral arbitrator shall be selected by mutual agreement. When applicable expedited arbitration procedures shall be used. The arbitrator shall have the power and authority to grant legal and equitable remedies in accordance with the provisions of this Agreement. The arbitrator shall have the authority to authorize or require discovery of the kinds provided for by the Washington Rules of Civil Procedure. The decision of the arbitrator shall be final and binding. The costs of arbitration shall be borne equally by the parties unless the arbitrator rules otherwise.

- c) **Compelling and Enforcing Arbitration.** Mediation and arbitration under this paragraph 8 may be compelled and a decision of the arbitrator pursuant to subparagraphs B or D may be enforced through appropriate judicial proceedings initiated in the Skagit County Superior Court.

9. EMPLOYER DESIGNATION-STATUS OF PARTIES

- a) The parties agree that while performing any portion of the work described in this Agreement each police officer shall remain, for all purposes and issues of liability, the employee of the officer's originating employer. Each officer's originating employer shall remain obligated for that employee's benefits, of any nature, and all federal and state employment tax obligations as if that employee were performing the listed functions for its originating employer. The intent of this paragraph is to avoid the creation of a "borrowed employee" situation as the party's officers perform the functions laid out in this Agreement.
- b) Each agency/jurisdiction that selects a non-law enforcement community representative assigned to the SMART pool shall have its Human Resources Department enroll the Community Representative as a volunteer for that agency/jurisdiction. Such enrollment provides workers compensation coverage for the Community Representative, which reduces the risk of a civil claim for damages and personal injury, and ensures the Community Representative is covered by the selecting municipality's Risk Pool, which will help protect the municipality should the Community Representative be the cause of injury or damage.
- c) Nothing contained herein shall be construed to imply a partnership, joint venture, or principal and agent relationship between the parties. No party to this Agreement shall have any right, power or authority to create any obligation, express or implied, on behalf of the other unless expressly provided for in writing.

10. TERM OF AGREEMENT. The term of this Agreement shall be from date signed by the participating municipalities and shall continue until terminated pursuant to Section 11 of this Agreement.

11. TERMINATION. Any party hereto may terminate its participation in this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to each remaining party to the Agreement. In cases where the withdrawing agency is receiving SMART assistance, the termination shall not be effective until the conclusion of the SMART investigation. A party's decision to terminate its participation in the SMART does not affect the participation of remaining parties under this Agreement. A terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

12. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS. The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

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

14. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

DATED this _____ day of _____, 2020.

CITY OF ANACORTES:

LAURIE GERE, Mayor

Mailing Address:

City of Anacortes
City Hall
P.O. Box 547
Anacortes, WA 98221

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

DATED this _____ day of _____, 2020.

CITY OF BURLINGTON:

STEVE SEXTON, Mayor

Mailing Address:

City of Burlington
City Hall
833 S. Spruce St.
Burlington, WA 98233

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

DATED this _____ day of _____, 2020.

CITY OF MOUNT VERNON:

JILL BOUDREAU, Mayor

Mailing Address:

City of Mount Vernon
City Hall, 2nd Floor
910 Cleveland Avenue
P.O. Box 809
Mount Vernon, WA 98273

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

DATED this _____ day of _____, 2020.

CITY OF SEDRO-WOOLLEY:

JULIA JOHNSON, Mayor

Mailing Address:

City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley WA 98284

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

DATED this _____ day of _____, 2020.

CITY OF OAK HARBOR:

ROBERT SEVERNS, Mayor

Mailing Address:

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

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

STATE GOVERNMENT AGENCY:
Washington State Patrol

Dated this _____ day of _____, 2020.

JOHN R. BATISTE
Chief, Washington State Patrol

Mailing Address:

210 11th Ave. SE
P.O. Box 42600
Olympia, WA 98504-2600

DATED this _____ day of _____, 2020.

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

JANET ST. CLAIR, Commissioner

HELEN PRICE JOHNSON, Member

Attest:

JILL JOHNSON, Member

Clerk of the Board

Recommended:

Rick Felici, Island County Sheriff

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

DATED this _____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

Recommended:

Don McDermott, Skagit County Sheriff

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

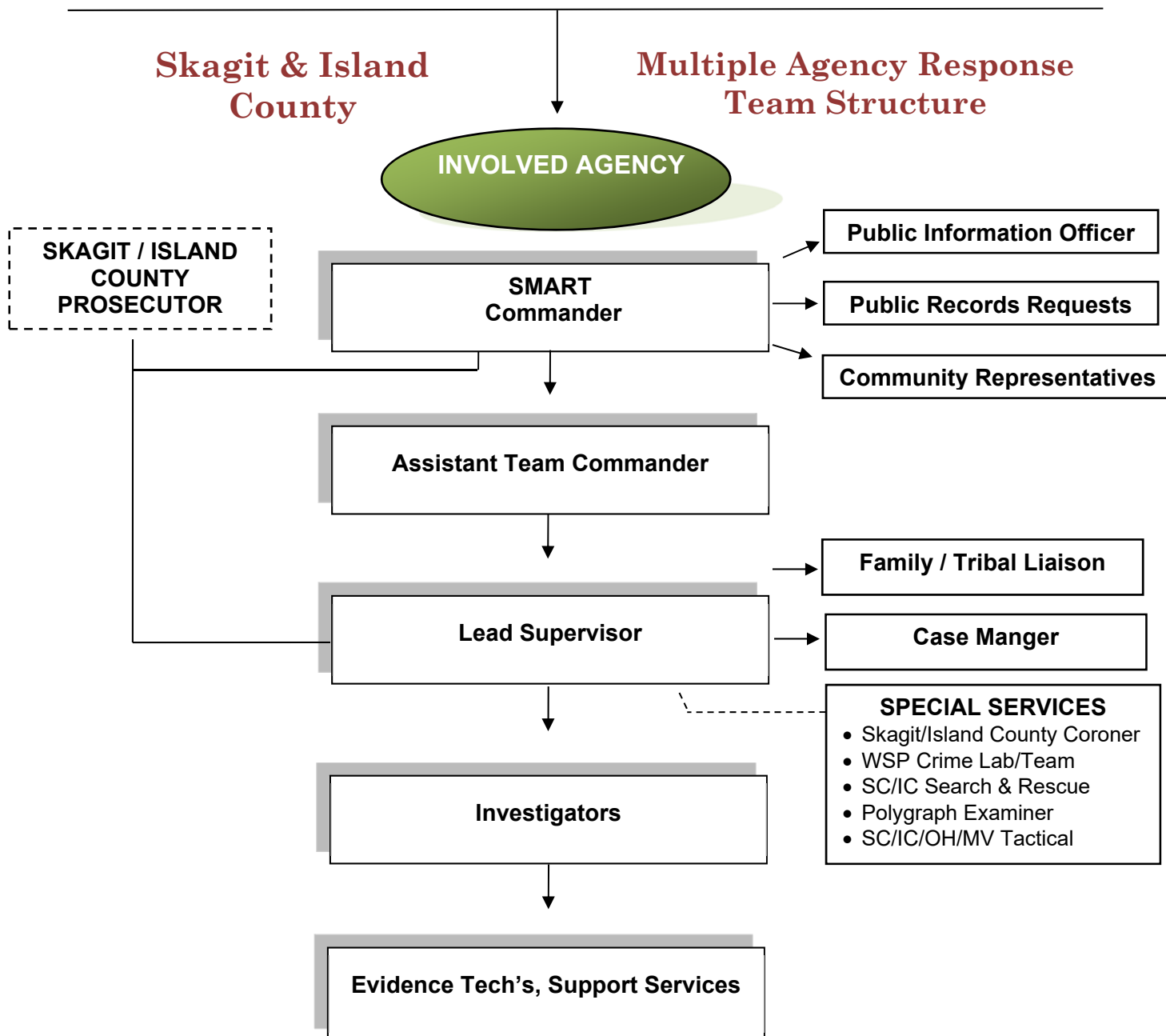
Risk Manager

Approved as to budget:

Budget & Finance Director

ATTACHMENT 1: SMART Structure

**Skagit & Island County Sheriff
Chiefs of Police
Commander, Washington State Patrol for Skagit-Island-
Whatcom County**



ATTACHMENT 2: Command Personnel and Responsibilities

SMART COMMANDER

Maintains a command level rank and is appointed by the Executive Board for a two year term. Commander terms will stagger to avoid experience loss from term expirations. The Executive Board may extend the service based on mutual agreement. He/she is responsible for all aspects of managing and coordinating SMART Team readiness to include equipment readiness, personnel training, situational assessments, developing investigative priorities/objectives and managing all operations as needed for an investigation.

Administrative Responsibilities:

- Develop a roster of investigators, specialists and equipment available for callout.
- Manage financial transactions/records of the Team.
- Assume Investigative Command responsibilities when requested.
- Report SMART activities to the Executive Board annually.

Investigative Command Responsibilities:

- Command and control for all aspects of the investigative response including situational assessment, developing investigative priorities/objectives and managing the operation
- Community Representative functional oversight.
- Ensure safety and welfare of all personnel assigned to the investigation including any citizens directly or indirectly impacted.
- Consult with Skagit County Prosecutor regarding legal issues.
- Designate the SMART Supervisor & approve tactics to accomplish the objectives.
- Report status/progress to the Involved Agency Chief, Sheriff or designee.

ASSISTANT SMART COMMANDER

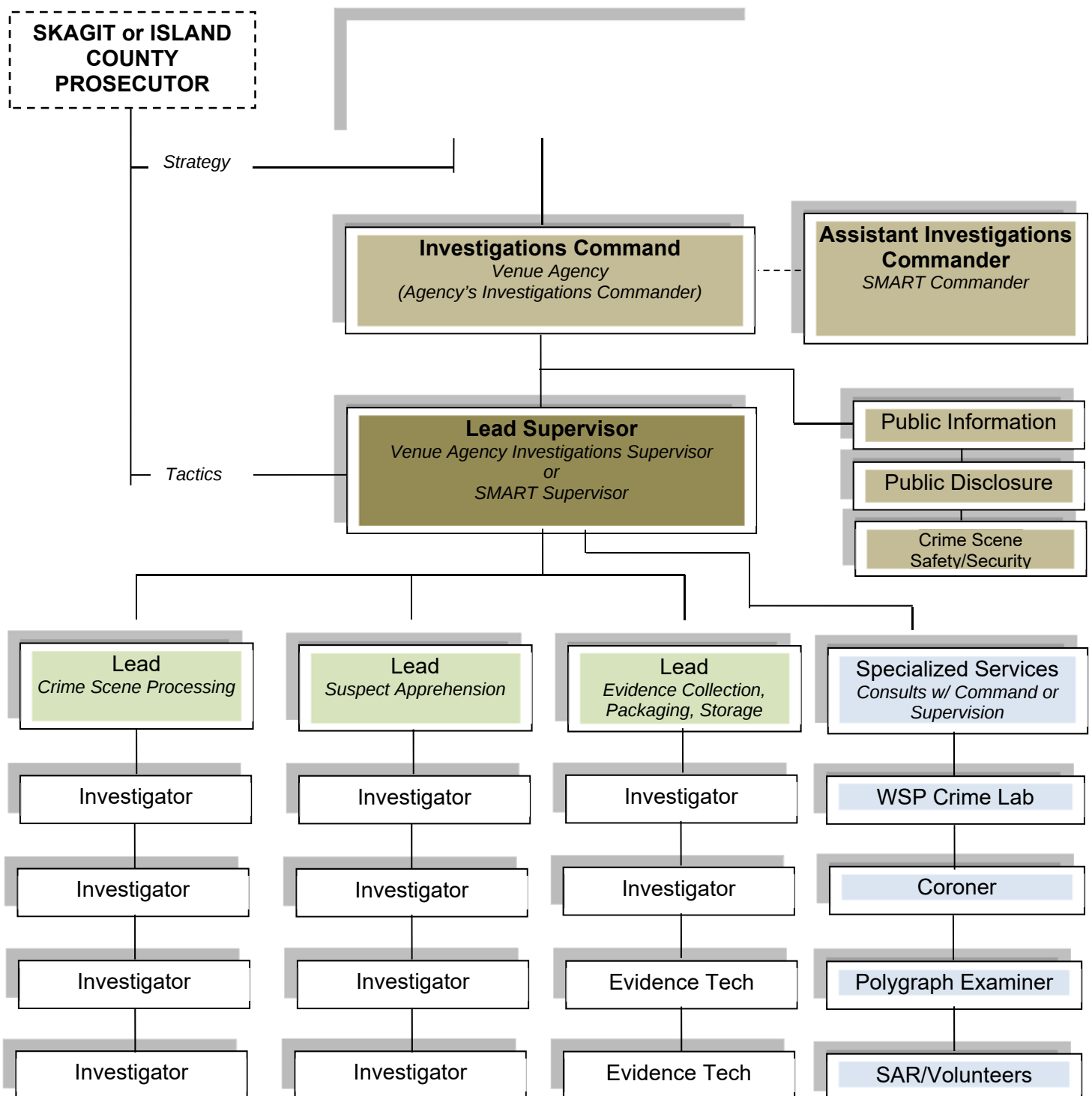
Possesses a command level rank and is appointed by the Executive Board for a two year term. Commander terms will stagger to avoid experience loss from term expirations. The Executive Board may extend the service based on mutual agreement. He/she is responsible for assuming all aspects of the SMART Team Commander's duties in his/her absence.

Key Responsibilities:

- Reports to the SMART Commander.
- Assists with investigative strategy development.
- Provides public information regarding the status/progress of the investigation or establishes a formal Public Information Officer function.

- Conducts safety audits of the scene, personnel & methods.
- Coordinates with Involved Agency security supervisor.
- Liaison to community/business surrounding crime scene area addressing concerns, access restrictions, timelines, etc.
- Update training records for those assigned to SMART responsibilities annually.
- Arrange, coordinate and record all Team training and attendance.

ATTACHMENT 3: SMART Structure (Optional) for SMART Assisting an Agency Investigation



ATTACHMENT 4: Investigation Team Personnel and Responsibilities

SMART SUPERVISOR

The SMART Supervisor is designated by the Team Commander. The SMART Supervisor will take direct charge of the crime scene investigation. In the event teams of investigators are created to handle certain tasks or areas, one person from each team shall be designated the Lead Investigator and report back to the SMART Supervisor.

If multiple supervisors are required, only one will be designated as the SMART Supervisor, the remainder will be Lead Investigators or general investigators.

Key Responsibilities:

- Reports to the Team Commander.
- Coordinate Family / Tribal Liaison function as required.
- Develops investigative tactics to accomplish objectives outlined by the Investigation Commander.
- Supervises all personnel and resources committed to the investigation.
- Develops specific methods for preserving, processing and collecting evidence.
- Develops investigative timelines.
- Organizes processes to collect victim, witness & suspect interviews.
- Participates in meetings or consults with the Prosecutor as needed.
- Coordinates investigative processes with specialized services (WSP Crime Lab, Coroner, Polygraph, etc.)

CASE MANAGER

Every investigation needs a person or persons who are assigned to track the case details from start of the investigation through prosecution stages. This function will be familiar with all aspects of the case in order to be responsive to requests from agencies like the prosecutor's office. Case Manager(s) are selected by the SMART Supervisor as early as possible in the investigation and remain until reassigned.

Key Responsibilities:

- Reports to the SMART Supervisor.
- Responsible have a working knowledge of all aspects of the case.
- Respond to requests from the prosecutor's office.
- Coordinate responses with the SMART Commander/Supervisor to the Involved Agency.
- Review all investigator reports.
- Confirm evidence collection is accurately reported.

INVESTIGATORS & QUALIFIED LEAD INVESTIGATORS

Investigators are comprised of those currently assigned to the Participating Agency's Criminal Investigations Division and vetted by assigned non-law enforcement community representatives. Selection and assignment of specific investigatory tasks will be at the direction of the SMART Supervisor or his/her designee.

Qualified Lead Investigators, in the event teams of investigators are created to handle certain tasks or areas (hospital scene, outdoor scene, interviews, etc.), one person may be designated the Lead Investigator and report back to the SMART Supervisor. **Investigators must have a "IIT qualified lead investigator certificate" (or meet WAC requirements until such certificate exists), and have met training and tenure as defined in WAC 139-12 (Independent Investigation Team) to perform the Lead function – applies during investigations of police use of deadly force.** Once the task is complete, Leads return to their normal assignment.

Key Responsibilities - Investigators:

- Reports to the SMART Supervisor or assigned Lead.
- Responsible for specific investigative tasks as assigned.
- Works collaboratively with other investigators & personnel to accomplish tasks.
- Prepares investigative reports to document work as required.
- Maintains proficiency with various equipment and contemporary investigative practices.
- Reports safety issues or concerns.

Key Responsibilities - Leads:

- Reports to the Lead Supervisor.
- Responsible for personnel or resources within a defined task or area. (Example: Neighborhood canvass, scene documentation, evidence collection, witness interviews, a specific geographic area, etc.).
- Develops investigative approaches for the specific assignment.
- Supervises all personnel and resources assigned to him/her.
- Develops timelines to accomplish assigned tasks.
- Coordinates investigative processes with specialized services (Prosecutor, Crime Lab, Coroner) within the specific task or area assigned.

EVIDENCE TECHNICIANS

The Evidence Technicians shall help with tabulating, collecting, packaging, transporting and storing evidence. Other assigned duties within the scope of their assignment and training may be assigned.

Key Responsibilities:

- Reports to the SMART Supervisor or Lead Investigator.

- Responsible for specific evidentiary collection, packaging or transport tasks.
- Establishes packaging logs and appropriate audit trails for collected items.
- Assesses appropriate transportation needs.
- Problem solves special evidence collection/packaging challenges – Haz Mat, oversized items, storage space limitations, etc.
- Works collaboratively with other investigators & personnel to accomplish tasks.
- Prepares investigative reports to document work as required.
- Reports safety issues or concerns.

PUBLIC INFORMATION OFFICER

The Team Commander will designate a PIO at all investigation scenes. The PIO serves as an information conduit to the organized media. The PIO will coordinate all released information through the Investigations Commander ensuring that it is accurate, objective and factual.

Key Responsibilities:

- Reports to the Team Commander.
- Assists news personnel in covering news stories at the scene of incidents.
- Is reasonably available for on-call responses to the news media.
- Is available for after hours call-out.
- Prepares and distributes agency news releases.
- Arranges for and assists at news conferences.
- Coordinates and authorizes the release of information about victims, witnesses, and suspects.
- Coordinates and authorizes the release of information.
- At incidents where the media is on-scene and a PIO is not immediately available the Team Commander or his/her designee may provide preliminary statements to the media.
- In the event the media does not respond to the scene of an investigation but still contacts the affected agencies requesting information, the media will be instructed to first contact the designated PIO assigned to the investigation.

NON-LAW ENFORCEMENT COMMUNITY REPRESENTATIVES

In the event of a SMART Investigation involving police use of deadly force, the Team Commander will coordinate with the SMART Executive Board and the Involved Agency to identify two non-law enforcement community representatives from the existing roster to participate in the investigation.

Key Responsibilities:

- Sign a binding confidentiality agreement at the beginning of each police use of deadly force investigation that remains in effect until the prosecutor of jurisdiction either declines to file charges or the criminal case is concluded.
- Review conflict of interest statements submitted by all participating SMART investigators within 72-hours of the commencement of each investigation.
- Be present at briefings with the Involved Agency Chief or Sheriff.
- Review notification of equipment use of the involved agency.
- Be provided a copy of all press releases and communication to the media PRIOR to release.
- Representatives will have access to the investigation file when it is completed.

Additional Non-Investigation Duties:

- Participate directly in the vetting, interviewing and/or selection of SMART investigators.

FAMILY LIAISON

In the event of a SMART Investigation involving the police use of deadly force, a member of SMART will be assigned as a family liaison within the first 24-hours.

Key Responsibilities:

- Keep the family, or a representative of the family's choice, apprised of all significant developments in the SMART investigation.
- Give the family and the Involved Agency notice of all scheduled press releases.
- Coordinate with the SMART Commander to insure specific family needs / requests are handled as efficiently and effectively as possible.

TRIBAL LIAISON

In the event of a SMART Investigation involving the police use of deadly force, where the person against whom deadly force is used is, or is believed to be a member of a federally recognized tribe, a member of SMART will be assigned as a tribal liaison within the first 24-hours.

Key Responsibilities:

- Keep the tribe, or a representative of the tribe's choice, apprised of all significant developments in the SMART investigation.
- Give the tribe and the Involved Agency notice of all scheduled press releases.
- Coordinate with the SMART Commander to insure specific needs / requests of the tribe are handled as efficiently and effectively as possible.

ATTACHMENT 5: MINIMUM QUALIFICATIONS FOR TEAM INVESTIGATORS

GENERAL AUTHORITY

- General authority Washington peace officer who works full-time for a city or county law enforcement agency and is commissioned to enforce the criminal laws of the State of Washington.
- Tribal police officers recognized and authorized to act as general authority Washington peace officers under the Tribal Police Officers Act, chapter 10.92 RCW.

BASIC TRAINING

- Criminal Investigations
- Basic Homicide Investigation
- Crime Scene Investigation
- Interviewing and Interrogation
- Officer Involved Shooting Investigation
- In-Custody Death Investigation
- WSP Evidence, Collection & Packaging/Crime Scene Laboratory Services
- Cell Phone Forensic extraction (Cellebrite)

ADVANCED TRAINING

The following are recommended courses for investigators:

- Advanced Homicide Investigation
- Advanced Interviewing and Interrogation
- Blood Spatter
- Crime Scene Photography
- Cell phone tracking
- GPS Tracking
- DNA collection
- Sudden Infant Death Syndrome
- Excited Delirium and Positional Asphyxia
- Other related training, seminars, and conferences or on-going training as offered by CJTC or other training venues on an as available basis.

IN-SERVICE TRAINING

- Monthly area detectives meetings.
- At least annually, an exercise or training that mobilizes the entire team.

LEAD Investigators – REQUIRED

- Basic Homicide Investigation
- Interviewing & Interrogation
- LETCSA Violence De-escalation and Mental Health training
- SMART members who have two years or more relevant, full-time criminal investigative work experience may substitute their work experience for the required training courses.
- Obtain a CJTC "IIT qualified lead investigator certificate" (or meet WAC 139-12 qualified lead requirements until such certificate exists).



City Council Contract Agenda Bill

Meeting Date: 9/21/2020 **Agenda Item:** 4d

Subject: Interlocal Agreement 20-199-LIB-001 with Skagit County for Library Materials

Staff Contact: Jeff Vogel

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Interlocal Agreement

Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with Skagit County to receive funding which will assist in providing library materials to the residents of unincorporated Skagit County.

Background: For more than 20 years Skagit County has made funding available to help cover a portion of the cost of providing services to non-resident users of the Anacortes Public Library. This interlocal agreement allows for this practice to continue.

Key Terms:

- The term of this Agreement shall be from execution through December 31, 2020.
- The County will provide the City a total sum of \$14,692.
- Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: The funding that Skagit County provides, along with the non-resident library fee does not equate to what a resident of Anacortes pays in property taxes to support library services.

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 20-199-LIB-001 between City of Anacortes and Skagit County for Library Materials.

Alternative Actions: Not approving the interlocal agreement would result in a reduction of \$14,692 in revenue that would need to be covered by the General Fund.

Attachments: 20-199-LIB-001

**INTERLOCAL COOPERATIVE AGREEMENT
FOR
LIBRARY MATERIALS**

This Interlocal Cooperative Agreement for Library Materials is entered into between Skagit County, hereinafter referred to as the “County”, and the City of Anacortes, hereinafter referred to as the “City” pursuant to RCW 39.34.

This Agreement is based upon the following facts and circumstances:

- The County does not, nor is it required by statute to provide general library services to the residents residing in unincorporated Skagit County.
- Historically, the City has provided library access to residents and nonresidents alike.
- Non-residents are required to pay a fee for library access.
- Due to increasing competition for funding and increasing library usage, the City is having difficulty providing access to residents and non-residents.
- The County, in 2020, has made funding available for a portion of the costs to provide for the purchase of materials for use by resident and non-resident users of libraries located within the City.

In consideration of the facts listed above, the parties agree as follows:

1. During 2020 the County will provide the City a total sum of \$14,692 to assist in providing library materials to the residents of unincorporated Skagit County. The sum will be distributed to the City based upon the library book, audio, film, video and subscription collection and circulation of each municipal library.
2. None of the County funds received by the City may be used to supplant funding that the City would otherwise provide for library services.
 - 2.1 The City must provide documentation that non-resident library users pay at least \$10 per library card.
 - 2.2 Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.
3. It is agreed that any portion not used for its intended purpose will be returned to the County within a reasonable time period after the close of the fiscal year.
4. All assets acquired as a result of this funding will become the property of the City. The City will be responsible for all aspects of library operation.

5. No Partnership or Joint Venture: No partnership and/or joint venture exist between the Parties, and no partnership and/or joint venture is created by and between the Parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other Party.
6. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 5.1 The County's representative shall be the Budget and Finance Director.
 - 5.2 The City's representative shall be the Library Director.
7. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
8. Changes, Modifications, Amendments and Waivers: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
9. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
10. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
11. The term of this agreement is the date of execution through December 31, 2020.

CITY OF ANACORTES

Laurie Gere, Mayor

ATTEST:

Steven D. Hoglund, Clerk, City of Anacortes

APPROVED AS TO FORM:

Darcy Swetnam, Attorney, City of Anacortes

DATED this _____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



City Council Agenda Item Summary

Meeting Date: 9/21/2020

Agenda Item Number: 5a

Agenda Item Title: Resolution 3000: Extending the Duration of Resolution 2082 Providing Temporary Procedures to Respond to the COVID-19 Epidemic

Staff Contact(s): Steve Hoglund

Approved by: Steve Hoglund, Darcy Swetnam

Action Type: Resolution 3000

Item Summary: Staff and the City Council Finance Committee recommend extending through the end of 2020 the emergency procedures currently in place to respond to the COVID-19 epidemic.

Budget Impact

Amount Budgeted:

Proposed Expenditure:

Budget Amendment Required?

Previous Action:

On [March 16](#), 2020 City Council adopted Resolution [2082](#) Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic. On [April 27](#), 2020 City Council adopted Resolution [2085](#), extending the duration of Resolution 2082 through July 31, 2020. Section 3 of Resolution 2082 provides:

- Any rule or procedure adopted by City Council that would prevent or prohibit all City Councilmembers from attending City Council meetings telephonically are temporarily suspended and all City Councilmembers are encouraged to attend all meetings via telephone.
- All in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held telephonically regardless of whether the City has the capability of video recording meetings.
- The public comment portion of Council meetings and any scheduled public hearings are temporarily suspended to discourage public in-person attendance of City Council meetings.

At its regular meeting on [July 20](#), 2020, City Council requested that staff prepare a resolution extending the provisions of Resolution 2082 through September 2020, unless rescinded earlier by future Council action. Council requested that under the new resolution both public comment and public hearings would be allowed electronically.

On [July 27](#), 2020 City Council adopted Resolution [2096](#), extending the duration of Resolution 2082 through September 30, 2020 with the exception of paragraph 3c which expired July 31, 2020. Under Resolution 2096, both public comment and public hearings are allowed electronically.

Recommended Motion: I move to adopt Resolution 3000 as presented.

Alternative Actions: Do not adopt new procedures and revert to procedures adopted by Resolution 2044; propose alternative procedures

Attachments In order presented:

- Resolution 3000

RESOLUTION NO. 3000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES EXTENDING THE DURATION OF RESOLUTION 2082 PROVIDING TEMPORARY PROCEDURES TO RESPOND TO THE COVID-19 EPIDEMIC

WHEREAS, on March 16, 2020 City Council adopted Resolution 2082 ratifying a proclamation of emergency and providing temporary procedures to respond to the COVID-19 epidemic; and

WHEREAS, on April 27, 2020 City Council adopted Resolution 2085 extending the duration of Resolution 2082 through July 31, 2020; and

WHEREAS, on July 27, 2020 City Council adopted Resolution 2096 extending the duration of Resolution 2082 through September 30, 2020; and

WHEREAS, the public emergency for the novel coronavirus (COVID-19) continues and the future course of the emergency remains uncertain,

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that:

Section 1 – Continuing Effect of Resolution 2082

The provisions of Resolution 2082 shall remain in effect until December 31, 2020, or earlier if rescinded by future City Council resolution, with the exception of Section 3(C) which expired on July 31, 2020.

Section 2 – Public Hearings

Any public hearing that cannot be held in person during the effective period of this resolution must offer public participation via telephone and other electronic means. City Council and staff will also encourage and accept public comment via email or written comment.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 21st day of September, 2020.

LAURIE M. GERE, MAYOR

Approved as to form and legality:

ATTEST:

Darcy Swetnam, WSBA #40530
City Attorney

Steve D. Hoglund, City Clerk Treasurer



September 2020



1

GPON CUSTOMER COUNT & REVENUE

Month	In Service	Static IPv4 Address	Internet Service Revenue	Static IPv4 Revenue	GPON Revenue	Other Revenue
Mar-20	9	1	\$1,171	\$20	\$1,191	\$0
Apr-20	30	3	\$3,180	\$49	\$3,229	\$0
May-20	138	6	\$9,102	\$109	\$9,211	\$0
Jun-20	209	10	\$13,451	\$145	\$13,596	\$0
Jul-20	246	15	\$15,884	\$190	\$16,074	\$0
Aug-20	284	19	\$18,456	\$248	\$18,704	\$0
Sep-20	316	24	\$20,724	\$326	\$21,050	\$867



2

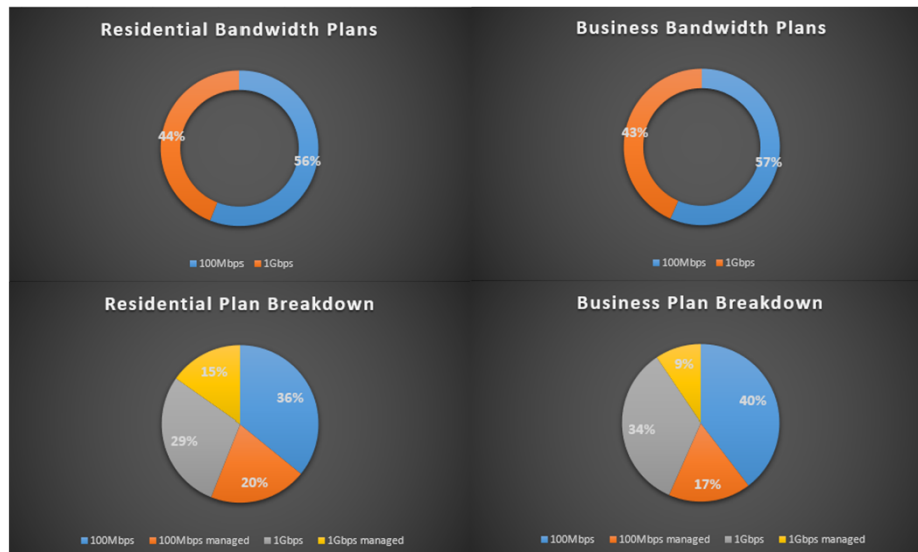
CUSTOMER ORDERS

Residential	Count	Monthly Revenue	Commercial	Count	Monthly Revenue	Other Customers	
100Mbps	90	\$ 3,510.00	100Mbps	29	\$ 2,581.00	\$867.00	
100Mbps managed	73	\$ 3,577.00	100Mbps managed	12	\$ 1,188.00		
1Gbps	50	\$ 3,450.00	1Gbps	19	\$ 2,831.00		
1Gbps managed	38	\$ 3,002.00	1Gbps managed	3	\$ 477.00		
One Static IP	2	\$ 18.00	One Static IP	12	\$ 108.00		
Five Static IPs	1	\$ 20.00	Five Static IPs	9	\$ 180.00		
Total:	251	\$ 13,577.00	Total:	63	\$ 7,365.00		
Grand Total	\$ 21,809.00						
	CBD	Old Town	M Ave	Aerial Areas 2, 3, 4, 6	Aerial Areas 1, 5	Remainder of City	Total
Potential Customers	255	562	160	566	730	5345	7618
Sign-ups	107	211	53	102	103	888	1464
Take-Rate	42.0%	37.5%	33.1%	18.0%	14.1%	16.6%	19.2%
Partial Installs	1	2	1	0	18	0	22
In-Service	91	179	36	5	1	4	316
Percentage of Orders in Service	85.0%	84.8%	67.9%	4.9%	1.0%	0.5%	

3

3

CUSTOMER PLAN SELECTION



4

4

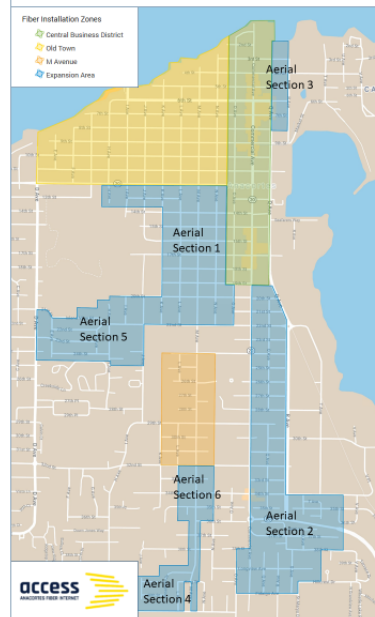
2020 CONSTRUCTION

Passes 1296 premises
 35% take rate = 450 customers
 205 orders received to date (15.8%)

Aerial Areas 1, 2, 3, 4, 5, & 6

- ✓ 33% of pole attachment “make ready” construction complete
 - ✓ *PSE Make Ready complete in Aerial Sections 2, 3, 4 & 6*
 - ❖ *Make Ready in Aerial Section 1 scheduled to start Sept 25*
- ✓ RBC has completed 1000+ ft of underground boring in Aerial Section 5

2020 Fiber Installation Zones



5

COUNTYWIDE FIBER INTERCONNECTIVITY

Connection between City of Anacortes, Mount Vernon, & Burlington complete

- Will be immediately used for NOANET Ethernet circuit and Island Hospital dark fiber
- Improves ability to support Skagit County's communication needs, including Public Safety
- Increases City's ability to compete in responding to RFP's for services



6

SPECIAL PROJECTS

SAMISH INDIAN NATION

Ad Hoc installations

Facility	Status
Cannery Building	Outside plant construction started
Longhouse	Design complete
Summit Park Rd	In service
Administration Building	Design complete

ISLAND HOSPITAL

Dark fiber lease

Connection	Status
Hospital to Teen Clinic	Outside plant construction starts by 9/28
Hospital to Sleep Center	Outside plant construction starts by 9/28
Hospital to Mount Vernon	Outside plant construction starts by 9/28
NEW Hospital to add'l site	Negotiations underway

IN SERVICE

NOANET K-20 Contract
2 Gbps point-to-point Ethernet circuit (3 year contract)

Samish Indian Nation
Business-class Internet



7

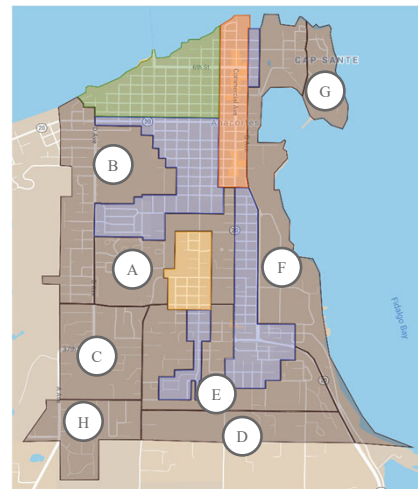
2021 FINANCING & EXPANSION

DEBT FINANCING

- Forecasting revenue & projected construction costs
- Preparing Public Works & Economic Adjustment Assistance Grant application
- Line of Credit

2021 NETWORK EXPANSION

- A Avenue east to City limits (passing 1815 additional premises)
- By end of 2021 will have passed 4088 premises (of 7600)



1815 PARCELS PASSED			
A	310	E	447
B	429	F	144
C	118	G	46
D	129	H	192

8

RATE OF INSTALLATIONS

Exploring ways to increase rate of installations

- ❖ Additional fiber technician joined team September
- ❖ Identifying alternative work schedules



9

UNDERGROUND INSTALLATION

TORO Dingo & Trailer

Necessary for underground installations
 Modular tool with multiple capabilities
 Compact walk behind equipment
 Additional attachments make tool versatile for future use by City departments



High-torque, heavy-duty drive system for performance in the toughest soil conditions including rock. Digs trenches up to 50" below grade.



Digs under sidewalks and driveways to simplify installations. Shorter rod lengths and the ability to lower the bore head below grade allows work in both confined and open areas.

10

OUTREACH

Steady growth in new orders for service

- ✓ Utility bill envelopes
- ✓ Sanitation vehicle billboards
- ✓ Facebook
- ✓ Door Hangers
- ✓ Word of mouth referrals



11

11

COMING ACTIVITY

DARK FIBER LEASE POLICY

- *Per previous Council discussion*

1,024 IPv4 ADDRESSES

- *One required per customer*
- *\$23,000 – \$26,000*

FEE FOR SERVICE CALLS

- *Assist customers in configuring their equipment*
- *Repair customer-caused damage to CoA fiber*

12

- > **Faster Speeds**
- > **Lower Prices**
- > **More Reliable**
- > **Locally Run**

Residential Plans

Month to Month

100 Mbps	\$39/month
1 Gbps	\$69/month
Managed WiFi	\$10/month
Install Fee	\$100

Business Plans

12 Month Contract

100 Mbps	\$89/month
1 Gbps	\$149/month
Managed WiFi	\$10/month
Install Fee	\$100

access
ANACORTES FIBER INTERNET



13



City Council Agenda Item Summary

Meeting Date: 9/21/2020

Agenda Item Number: 5c

Agenda Item Title: Ordinance No. 3077- An Ordinance Amending Section 13.44.020 of the Anacortes Municipal Code to extend a Reduction in Monthly Charges Granted to Low-Income and Indigent Residents for Residential Internet Service

Staff Contact(s): Darcy Swetnam, Emily Schuh

Action Type: Ordinance 3077

Item Summary: City Council will consider expansion of the reduction in monthly charges allowed per Section 13.44.020 of the Anacortes Municipal Code to include residential internet services. To participate, residents would be required to follow the application requirements outlined in the code.

Currently 36 residents participate in the City-wide program and 2 of these residents subscribe to Anacortes Fiber Internet.

Budget Impact

Amount Budgeted:

Proposed Expenditure:

Budget Amendment Required?

Previous Action: This is a first reading of the ordinance and City Council will likely not take action at this meeting.

Recommended Motion: I move to adopt Ordinance 3077 Amending Section 13.44.020 of the Anacortes Municipal Code to extend a Reduction in Monthly Charges Granted to Low-Income and Indigent Residents for Residential Internet Service.

Alternative Actions: I move to modify Ordinance 3077 Amending Section 13.44.020 of the Anacortes Municipal Code to extend a Reduction in Monthly Charges Granted to Low-Income and Indigent Residents for Residential Internet Service.

Attachments In order presented:

- Ordinance No. 3077

Ordinance No. 3077
An Ordinance Amending Section 13.44.020 of the Anacortes Municipal Code to extend a Reduction in Monthly Charges Granted to Low-Income and Indigent Residents for Residential Internet Services.

Whereas the City Council of the City of Anacortes desires to provide reliable, high-speed internet to the residents and businesses of Anacortes, for the benefit and growth of economic and community goals; and

Whereas the Anacortes Municipal Code (AMC) at Section 13.44.020 currently provides a 20% reduction in City utility fees for low-income and indigent residents who qualify, but that fee reduction does not presently apply to residential internet services; and

Whereas in recognition of the importance of equitable access to the internet for all residents, the City Council desires to extend the fee reduction for low-income and indigent residents to residential internet fees.

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. Anacortes Municipal Code Section 13.44.020 revised to read as follows:

13.44.020 Reduction in monthly charges granted to low-income and indigent residents.

A. There is granted a reduction in monthly city charges for water, sewer, storm sewer, ~~and~~ sanitation, **and residential internet** services to low-income and indigent residents of the city who meet the qualifications and requirements of subsections B and C of this section, as follows:

1. For all water, sewer, storm sewer, ~~and~~ sanitation **and residential internet** utility charges incurred after June 1, 1984, the city shall reimburse low-income and indigent residents of the city as defined in this chapter 20 percent of the minimum water, sewer, storm sewer, and sanitation **charges, and 20 percent of the charges for the level of residential internet service the customer has selected charges** as prescribed by the city rate ordinances, in the form of a reduction of such charges.

B. Reduction Eligibility Determination—Qualifications (Low-Income and Indigent Resident Defined). To qualify for the relief set forth in subsection (A)(1) of this section, an individual shall:

1. Be a bona fide resident of the city during all periods during which said relief is requested and received; and

2. Have an income from all sources whatsoever not to exceed the income eligibility guidelines as contained in Exhibit A attached to the ordinance codified in this chapter which is by this reference made a part hereof.

3. For the purposes of this section, "income" shall include railroad retirement and social security benefits, investment income in the form of dividends from stock, interest on savings accounts and bonds, capital gains, gifts and inheritance, net rental income from real estate, disability payments, retirement pay and annuities. Reimbursement for losses are not to be considered as income.

C. Application Requirements—Rules and Regulations.

1. All claims for application of this chapter must be made and filed with the Department of Finance of the city and no relief from charges incurred prior to the date on which the application is approved shall be granted.

2. All requests for eligibility under this chapter shall be submitted to the Department of Finance in writing on a form provided by said Department and certified by the claimant.

3. The Department of Finance of the city shall publish rules and regulations to implement this chapter.

D. Penalty for a False Statement. It is a misdemeanor for any person to knowingly file any false application for a reduction of utility charges under this chapter or to knowingly make any false statement or knowingly provide any false information on said application. A violation of this section shall be punishable by a maximum jail penalty of 90 days and/or a maximum fine of \$500.00. (Ord. 3022 §6 (Att. A), 2018)

Section 2. This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.

PASSED and APPROVED this ____ day of _____, 2020.

CITY OF ANACORTES:

Laurie Gere, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, WSBA #40530 City
Attorney



City Council Agenda Item Summary

Meeting Date: 9/21/2020

Agenda Item Number: 5d

Agenda Item Title: Resolution 3001: Updating the Unified Fee Schedule for Access Anacortes Fiber Internet Reduced Fee Schedule for Low-Income Residents

Staff Contact(s): Philip Steffen

Action Type: Resolution 3001

Item Summary: The Unified Fee Schedule (UFS) was improved to include a reference to AMC 13.44.020 which has been updated to allow low-income and indigent fiber residential customers access to a reduction in monthly charges. Fiber service is now given the same treatment as water, sewer, storm, and solid waste service with respect to the 20% low income discount.

Budget Impact

Amount Budgeted:

Proposed Expenditure:

Budget Amendment Required? No

Previous Action: No previous Council action other than discussions at Council and committee meetings.

Recommended Motion: I move to adopt Resolution 3001 as presented.

Alternative Actions: No action would leave the UFS as is, without improved language.

Attachments In order presented:

- Resolution 3001
- Updated UFS

RESOLUTION NO. 3001

A RESOLUTION UPDATING THE UNIFIED FEE SCHEDULE TO UPDATE FIBER RATES

WHEREAS, the City would like to allow low-income and indigent fiber residential customers access to a reduction in monthly charges as detailed in AMC 13.44.020.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that:

Section 1.

1. The Unified Fee Schedule currently in effect will be updated to include a reference to AMC 13.44.020 on the General Information section.

Service Charge Reduction for Low Income Residential Customers
Available for Water, Sewer, Solid Waste, Storm, and Fiber service charges.
See AMC 13.44.020 for more details.

PASSED and APPROVED on this 21st day of September, 2020.

AYES_____

NAYS_____

ABSENT_____

CITY OF ANACORTES:

BY: _____
LAURIE M. GERE, MAYOR

ATTEST:

APPROVED AS TO FORM:

Steven D. Hoglund
City Clerk Treasurer

Darcy J. Swetnam, WSBA # 40530
City Attorney



Unified Fee Schedule

As adopted by:

Resolution 3001 September 21st, 2020

Index:

General

Fiber

Water

Sewer

Solid Waste

Storm

Impact Fees

Engineering & Development Fees

Planning, Community & Economic Development Department

General Provisions applicable to all City fees and charges

Unless otherwise noted

	Rates Effective 11/1/2019	
City ACH Autopay and Paperless Billing Discount	\$	2.00
This does not include autopay thru Paymentus or a bank bill pay service. Only direct debit from a checking or savings account setup thru the City directly.		
Credit Card Fee		1.50%
Fee is applied to the total purchase if using a credit card. This is less than the average cost to accept this payment type.		
Service Fee	\$	75.00
Charged to all accounts and services if unpaid after 'shut-off' deadline.		
Service Charge Reduction for Low Income Residential Customers		
Available for Water, Sewer, Solid Waste, Storm, and Fiber service charges.		
See AMC 13.44.020 for more details.		

FIBER

Fiber internet service will be billed monthly.

For customers who own the property where internet service is provided, internet will be billed on the same bill as other utilities provided at the same address. Customers who do not own the property at which service is provided will be billed on a separate bill.

City of Anacortes Fiber Internet

Service	Long Term	Monthly Add On for			
	Contract Required	Monthly Service	Optional City Managed WiFi	Installation Charge	
Residential, 100 Mbps	No	\$ 39	\$	10	\$ 100
Residential, 1 Gbps	No	\$ 69	\$	10	\$ 100
Business, 100 Mbps	Yes	\$ 89	\$	10	\$ 100
Business, 1 Gbps	Yes	\$ 149	\$	10	\$ 100
Static IP addresses					
IPv6		No Charge			
IPv4, 1 usable address		\$ 9			
IPv4, 5 usable addresses		\$ 20			
IPv4, more than 5 usable addresses to be negotiated on an individual case basis					

Service Suspension \$20 per month Available to residential customers or business class customers who have fulfilled their 12 month contract
Service suspension must be a minimum of 60 days

Services Yet To Be Priced

Dedicated Internet Access
Ethernet circuits (point-to-point, point-to-multipoint)
Dark fiber

WATER

Regular water rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2018-October 2019, 2.1543%

Residential and Commercial Rates changed for 2020 based on FCS Rate Study not CPI. See study materials for information.

Water Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

6

8

Rates Effective 1/1/2020

Residential	Commercial	Multi-Family
\$ 20.66	\$ 31.03	\$ 23.09
\$ 34.51	\$ 51.81	\$ 38.55
\$ 68.81	\$ 103.31	\$ 76.89
\$ 110.14	\$ 165.38	\$ 123.07
	\$ 330.75	\$ 246.15
	\$ 516.92	\$ 384.70
	\$ 1,034.14	\$ 769.62
	\$ 1,654.69	\$ 1,231.43
Residential	Commercial	Multi-Family
\$ 0.02294	\$ 0.03447	\$ 0.02571
\$ 0.00307	\$ 0.00461	\$ 0.00344

Monthly Consumption Charge

All consumption per cubic foot (CF)

All consumption per gallon*

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

~Base rates and consumption rates are subject to a 50% surcharge for out of City limits service

Water General Facilities Charges~

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

GFC In-City
\$ 8,169
\$ 20,424
\$ 40,847
\$ 65,355
\$ 130,711
\$ 204,236

~ Outside City Limits rate is 1.5x the In-City rate.

Water Agriculture Irrigation

Agriculture Meter (double check)
Agriculture Consumption Rate

Rates Effective 1/1/2020			
Effective 1/1/2020		Effective 4/1/2020	
\$	420.56		
\$	961.51	\$	1,684.22 Per Million Gallons

~As of April 1, 2019, all customers will pay \$961.51 per million gallons of water used.

As of April 1, 2020, all customers will pay \$1684.22 per million gallons of water used.

As of April 1, 2021, all customers will pay the full wholesale rate in place at that time charged to regional customers of the Anacortes water system.

~Per Council Resolution 2012

Water Additional Fees

Meter Installation Fee, up to 1"

Meter Installation Fee deposit, greater than 1"

Standpipe Water Charges

Construction Meter Charges

Flat fee up to 60 days, up to 1000CF, billed at standpipe rate after CF cap.

Water service fee*

After hours additional water service fee*

City ACH Autopay and Paperless Billing Discount*

This does not include autopay thru Paymentus or a bank bill pay service. Only direct debit from a checking or savings account setup thru the City directly.

\$	1,044.09		
\$	1,070.16	towards install cost	
\$	0.038202	Per Cubic Foot	
\$	58.87		
\$	75.00		
\$	75.00		
\$	2.00		

*Not subject to CPI adjustments

ALL RATES ARE SUBJECT TO CHANGE BASED ON CITY COUNCIL DECISIONS

SEWER

Regular sewer rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2018-October 2019 2.154%

2020 rates implemented based on Sewer rate study completed in 2019. See study for more details.

Updated classifications to match water fee schedule

Sewer Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

6

*Rates Effective 1/1/2020

Residential	Commercial	Multi-Family
\$ 40.27	\$ 45.09	\$ 45.09
\$ 56.40	\$ 63.15	\$ 63.15
	\$ 81.19	\$ 81.19
	\$ 130.81	\$ 130.81
	\$ 496.17	\$ 496.17
	\$ 631.50	\$ 631.50
	\$ 947.25	\$ 947.25

Monthly Consumption Charge

SIC 1 consumption per cubic foot

SIC 1 consumption per gallon*

SIC 2 consumption per cubic foot

SIC 2 consumption per gallon*

SIC 3 consumption per cubic foot

SIC 3 consumption per gallon*

SIC 4 consumption per cubic foot

SIC 4 consumption per gallon*

SIC 4: BOD per pound

SIC 4: TSS per pound

Residential	Commercial	Multi-Family
\$ 0.03178	\$ 0.03548	\$ 0.03548
\$ 0.00425	\$ 0.00474	\$ 0.00474
	\$ 0.04431	
	\$ 0.00592	
	\$ 0.08626	
	\$ 0.01153	
	\$ 0.01403	
	\$ 0.00188	
	\$ 1.67476	
	\$ 1.21890	

Sewer Rates

All rates subject to change based on City Council decisions

***Rates Effective 1/1/2020**

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

Direct Discharge Rates

Yearly Discharge Card

Per Gallon Fee

Waste Generated on Fidalgo Island

Waste Generated off Fidalgo Island

\$ 57.12

\$ 0.1142

\$ 0.1371

Sewer General Facilities Charges

Per ERU, see code for details

GFC In-City

\$ 9,140.86

SOLID WASTE

Regular solid waste rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2018-October 2019

2.1543%

These rates do not include the State Refuse Tax of 3.6%

Rates effective 1/1/2020

Solid Waste Residential Rates, includes structures with more than one living unit

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes
Organics Tote	32, 64, 96 gallon	n/a	n/a	\$14.05	\$14.05
Recyclables Tote	32, 64, 96 gallon	1	n/a	\$11.50	\$11.50
Refuse Tote	21 gallon	1	1	\$9.21	n/a
Refuse Tote	32 gallon	n/a	3	\$17.11	\$17.11

Solid Waste Commercial Rates

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes
Organics Tote - Restaurants only	96 gallon	n/a	n/a	\$19.85	\$19.85
Recyclables Tote	n/a	n/a	n/a	n/a	n/a
Refuse Tote	21 gallon	n/a	1	\$9.21	n/a
Refuse Tote	32 gallon	n/a	5	\$17.11	\$17.11
Refuse Tote	96 gallon	n/a	3	\$47.38	\$47.38

Recycling Container Rates - Residential

Container Size	Monthly Rate	Extra Collections
1 Cubic Yard	\$31.94	\$19.17
2 Cubic Yard	\$57.50	\$25.55
3 Cubic Yard	\$89.44	\$31.94
6 Cubic Yard	\$114.99	\$38.33
8 Cubic Yard	\$166.10	\$51.11

Refuse Drop Box Rental Rates PERMANENT - Commercial

Container Size	Monthly Rate, for rented box only	Delivery Fee	Tonnage Fee Per Ton*	Haul Fee Compactor Box	Haul Fee Non Compactor Box
10 Cubic Yard	\$131.60	\$98.70	At Cost plus \$1.00/ton	\$243.47	\$217.15
30 Cubic Yard	\$131.60	\$98.70	At Cost plus \$1.00/ton	\$243.47	\$217.15

Rates effective 1/1/2020

Refuse Drop Box Rental Rates TEMPORARY - Prepayment Required

Container Size	Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes all tax
10 Cubic Yard	\$355.33	\$217.15	At Cost plus \$1.00/ton	\$19.74	\$368.12
30 Cubic Yard	\$355.33	\$217.15	At Cost plus \$1.00/ton	\$19.74	\$368.12

Refuse Container Rates PERMANENT - Commercial

Container Size	Monthly Rate	Extra Collections
1.5 Cubic Yard	\$125.02	\$32.90
2 Cubic Yard	\$151.34	\$39.48
3 Cubic Yard	\$217.15	\$52.64
6 Cubic Yard	\$427.71	\$111.86
8 Cubic Yard	\$572.48	\$144.76

Refuse Container Rates TEMPORARY - Prepayment required

Container Size	Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax
1.5 Cubic Yard	\$125.02	\$3.95	\$72.38	\$129.52
2 Cubic Yard	\$144.76	\$5.26	\$85.54	\$149.98
3 Cubic Yard	\$171.08	\$7.24	\$105.28	\$177.24
6 Cubic Yard	\$243.47	\$13.16	\$171.08	\$252.23
8 Cubic Yard	\$296.11	\$19.74	\$217.15	\$306.77

Solid Waste Additional Fees

Description	Per Unit
Additional Organics Dump	\$6.39
City Garbage Bags	\$5.26
City Garbage Bags - Retail Outlet Price	\$4.94
Non-Refrigerated Appliance	\$32.90
Organics Tote Cleaning Fee	\$12.78
Refrigerated Appliance	\$46.06
Refuse Overtime Call-Out, Per Hour	\$70.27
Replacement Tote Due To Negligence	At Cost plus \$10.42
Special Haul Per Cubic Yard	\$46.06
Refuse Return Trip	\$31.94

Rates effective 1/1/2020	
Organics Return Trip	\$10.00
Recycling Return Trip	\$10.00

STORM

Effective 1/1/2018 until 12/31/2022, the monthly fixed rate charge for storm residential and commercial charges will not be subject to CPI adjustments. Rate changes are as indicated below.

Regular storm rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2018-October 2019

Storm Residential and Commercial Charges	Rates Effective 1/1/2020	Rates Effective 1/1/2021	Rates Effective 1/1/2022
Monthly Fixed Charge			
Single Family Residential (flat fee)	\$ 11.29	\$ 12.37	\$ 13.44
Commercial per ERU per Month	\$ 11.29	\$ 12.37	\$ 13.44
One ERU is 3,600 square feet of impervious area			

Effective 1/1/2019 until 12/31/2022 HM and LM1 zones rate reduction will decrease by 5% per year. Effective 1/1/2023 until 12/31/2028 this rate reduction will decrease by 10% per year. Effective 1/1/2029 all storm charges for properties located in the HM or LM1 zones will be charged the current charges without any reductions. The minimum billed will be 100% of 1 ERU.

Monthly Fixed Charge (HM and LM1 Zones)				Rates Effective 1/1/2020	Rates Effective 1/1/2021	Rates Effective 1/1/2022			
% of current rate				20%	25%	30%			
Single Family Residential (flat fee)				\$ 2.26	\$ 3.09	\$ 4.03			
Commercial per ERU per Month				\$ 2.26	\$ 3.09	\$ 4.03			
Monthly Fixed Charge (HM and LM1 Zones)				Rates Effective 1/1/2023	Rates Effective 1/1/2024	Rates Effective 1/1/2025	Rates Effective 1/1/2026	Rates Effective 1/1/2027	Rates Effective 1/1/2028
% of current rate				40%	50%	60%	70%	80%	90%

Storm General Facilities Charges

Type; Residential and Commercial			
Per ERU, minimum of 1 ERU	\$ 1,577.36	\$ 1,624.68	\$ 1,674.72
Including Tax	\$ 1,696.09	\$ 1,746.97	\$ 1,800.78

Explanation of Charges

Single-Family Properties: Residential properties are charged a flat rate per month, and are considered 1 ERU.

This rate was set based on aerial photo surveys which show that the average amount of impervious surface on a single-family parcel in Anacortes is approximately 3,600 square feet.

Commercial and Multi-Family Properties: Commercial properties are assessed a charge based on the actual amount of impervious surface area they contain (buildings, parking lots, etc.)(minimum of 1 ERU).

One ERU is equal to 3,600 square feet (ft²) of impervious surface.

Commercial Storm Water Fee = # ERU x Commercial per ERU per Month fee

Sample Calculation

A property has 10,000 ft² of impervious surface (parking lots, walkways, rooftops, etc.), so the storm water fee would be:

10,000 ft² / 3,600 ft² = 2.78 ERU

2.78 ERU X \$9.68 per month per ERU = \$26.91 per month

IMPACT FEES

Unless otherwise determined, regular impact fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellvue-All Urban Wage Earners (CPI-U), October 2018-October 2019

2.154%

Transportation impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.

Engineering News Record Construction Index (CCI), October 2018-October 2019

1.279%

Park Impact Fee Rate Schedule

Rates Effective 1/1/2020			<i>Park Impact Fee adopted via Ord. 2474</i> <i>Rate Basis: Park & Recreation Impact Fee Study/Report dated Oct. 19, 1998</i>
Land Uses	Unit of Measure	Rate	
Single family	Dwelling	\$615.00	
Multi-family, per dwelling unit	Dwelling	\$615.00	

Fire Impact Fee Rate Schedule

Rates Effective		1/1/2020	
Land Uses	Unit of Measure	Rate	
Residential			
Single family	Dwelling	\$456.74	
	EMS Portion	\$356.26	
	Fire Portion	\$100.48	
Multi-family, per dwelling unit	Dwelling	\$387.08	
Commercial			
Commercial 1			
Land uses (NAICS)			
Wholesale/retail trade (42, 44-45)	Per 1,000 sq. ft.	\$1,310.71	
Warehousing (49)			
Information (51)			
Finance & Insurance (52)			
Real Estate and Rental & Leasing (53)			
Professional, Scientific, & Technical Services (54)			
Food Services & Drinking Places (722)			
Commercial 2			
Land uses (NAICS)			
Manufacturing (31-33)	Per 1,000 sq. ft.	\$10.79	
Commercial 3			
Land uses (NAICS)			
Transportation (48)			

Fire Impact fees updated via Ord 3030

Rate Basis: Fire Impact Fee Study/Report dated 12/5/18

Per study, 22% is for Fire and 78% is for EMS.

EMS Portion is waived for Single Family Residence with Sprinkler System

Health Care and Social Assistance (62)	Per 1,000 sq. ft.	\$2,197.71
Arts, Recreation & Entertainment (71)		
Accommodation (721)		
Religious Organizations (8131)		
Commercial 4		
<i>Land uses (NAICS)</i>		
Educational Services (61)	Per 1,000 sq. ft.	\$416.46
Public Administration (92)		

Transportation Impact Fee Rate Schedule

Rates Effective		1/1/2020
Land Uses	Unit of Measure*	Rate
Cost per New P.M. Trip Generated		\$2,765.69
Residential		
Single family (detached)	Dwelling	\$ 2,765.69
Apartment (rental, low/med/high rise)	Dwelling	\$ 1,714.73
Low-Rise Apartment (rental, 1-2 levels)	Dwelling	\$ 1,604.10
Mid-Rise Apartment (rental, 3-10 levels)	Dwelling	\$ 1,078.62
High-rise (rental, more than 10 levels)	Dwelling	\$ 967.99
Residential condominium/townhouse (ownership units with at least 1 other owned unit in structure)	Dwelling	\$ 1,438.16
Low-rise res. condo/townhome	Dwelling	\$ 2,157.24
High-Rise Residential Condo/Townhome	Dwelling	\$ 1,050.96
Mobile Home	Dwelling	\$ 1,631.76
Commercial - Services		
Bank (drive-in)	sq. ft. / GFA	\$ 67.21
Day Care	sq. ft. / GFA	\$ 33.69
Hotel/Motel	room	\$ 1,659.42
Gasoline/Service Station	fueling position	\$ 38,360.16
Gasoline/Service Station w/ Convenience Mart	fueling position	\$ 37,364.51
Quick Lubrication Vehicle Stop	servicing position	\$ 14,353.94
Marina	berth	\$ 525.48
Institutional		
Elementary School	student	\$ 414.85
Middle School	student	\$ 442.51
High School	student	\$ 359.54
Church	sq. ft. / GFA	\$ 1.52

Transportation Impact fee rate adopted via Ord. 3011

Rate Basis: 2016 Comprehensive Plan Transportation Element

Notes:

1. Transportation impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.

2. P.M. peak hour trips are determined by using the latest version of the ITE Trip Generation Manual published by the Institute of Transportation Engineers (ITE) for the land use(s) that are the subject of the permit. PM peak hour is the sixty minute period between 4:00 p.m. and 6:00 p.m. with the greatest sum of traffic volumes on a roadway segment or passing through the area of a transportation improvement project. Other trip generation rate sources approved by the City may be used where ITE data are based on a limited survey base or where there may be special trip generating characteristics of the proposal.

3. If the land use does not fit into any of the categories specified in the land use table in the ITE Trip Generation Manual, the City Engineer may use the most directly comparable type of land use.

Review Fee for independent fee calculation: \$500 + additional staff time spent in the review and cost of consultant services if the City deems these services to be necessary.

Hospital	sq. ft. / GFA	\$ 2.57
Assisted Living, Nursing Home, Group Home	bed	\$ 802.05

Transportation Impact Fee Rate Schedule

Land Uses	Unit of Measure*	Rate
Industrial		
Light Industry/Manufacturing/Industrial Park	sq. ft. / GFA	\$ 2.68
Warehousing/Storage	sq. ft. / GFA	\$ 0.89
Mini Warehouse	sq. ft. / GFA	\$ 0.72
Restaurant		
Restaurant	sq. ft. / GFA	\$ 20.72
Fast Food Restaurant (w/ drivethrough)	sq. ft. / GFA	\$ 90.30
Coffee/Donut Shop with Drive-Through Window	sq. ft. / GFA	\$ 118.37
Coffee/Donut Shop without Drive-Through Window	sq. ft. / GFA	\$ 112.70
Commercial - Retail		
Specialty Retail Center (small strip shopping center)	sq. ft. / GFA	\$ 7.50
Apparel Store	sq. ft. / GFA	\$ 10.59
Automobile Sales	sq. ft. / GFA	\$ 7.25
Auto Parts Sales	sq. ft. / GFA	\$ 16.54
Supermarket	sq. ft. / GFA	\$ 26.22
Convenience Market (open 24 hrs)	sq. ft. / GFA	\$ 144.95
Furniture Store	sq. ft. / GFA	\$ 1.24
Nursery/Garden Center	sq. ft. / GFA	\$ 19.19
Pharmacy/Drugstore (w/ drivethrough)	sq. ft. / GFA	\$ 27.41
Hardware/Building Materials Store	sq. ft. / GFA	\$ 12.42
Discount Merchandise Store (Free Standing)	sq. ft. / GFA	\$ 13.77
Commercial - Office		
General office building (multiple tenants)	sq. ft. / GFA	\$ 4.12
Single tenant office building	sq. ft. / GFA	\$ 4.81
Medical/Dental Office Building	sq. ft. / GFA	\$ 9.87

*For uses with a standard of measure in square feet, trip rate is given as trips per 1,000 square feet, and impact fee is dollars per square foot.

Engineering and development fees

Unless otherwise determined, regular engineering and development fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2018-October 2019

2.154%

Originally Adopted by ordinance 2266

Rates Effective 1/1/2020

Application for encroachment agreement	\$ 102.15			
Application for utility extension	\$ 102.15			
Application for street improvement waiver	\$ 102.15			
Application for curb cut permit	\$ 51.08			
Application for street cut/R.O.W. permit				
Inside traveled way	\$ 51.08			
Outside traveled way	\$ 20.43			
Engineering plan reviews	0.5% approved engineering estimate for all public works improvements			
Construction inspection	\$ 510.77	plus		
	1.5% approved engineering estimate for all public works improvements, with a reduction of up to 50% of the percentage fee approvable by the director of engineering and development services when he/she finds that the developer provides on-site construction inspection and construction engineering through private consultants to the same standard as that of the city			
Reinspection fees for curb cuts, street cuts and sewer connections	additional one-half of the original permit fee			
Sewer inspection fee	\$ 51.08			
Monitoring clearing and grading permitted activity	\$ 102.15	plus	\$ 25.54	per acre

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2020	Notes
Accessory dwelling unit (ADU)	\$120.00	
Annexation	\$1,870.00	For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate
Appeals*		
Appeal of Type 1 or Type 2 Decision to the Hearing Examiner	\$200.00	
Appeal of Type 3-HE or Type 3-PC Decision to City Council	\$200.00	
Appeal of administrative order per AMC 20.20.100 to Hearing Examiner	\$200.00	*if an appellant prevails on their appeal, the City will reimburse the appeal fee paid by appellant.
Boundary line adjustment (BLA)	\$240.00	
Comprehensive Plan amendment:		
Map Designation Amendment Petition Submittal	\$960.00	
If Docketed	\$1,870.00	must be paid within 14 days of Ord. setting docket
Conditional use permit		
Administrative	\$850.00	
Home occupation permit	\$150.00	
Quasi-Judicial	\$1,870.00	
Critical Areas		
Review	\$240.00	
Special/conditional use/Alteration	\$1,630.00	
Demolition Permit	\$60.00	
Development Agreement	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate
Essential Public Facilities (CUP)	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate
Extension of permit term	\$120.00	
Fence permit	\$15.00	
Floodplain development permit	\$120.00	
Framework development plan	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate
Land Divisions		

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2020	Notes
Amendment	see minor modification	
Short subdivision (up to 9 lots)		
Preliminary	\$1,090.00	
Final short plat (w/ site imps)	\$480.00	
Final short plat (w/out site imps)	\$240.00	
Long subdivision		
Preliminary	\$1,870.00	
Final long plat	\$600.00	
Binding site plan		
Preliminary		
<10 lots	\$1,090.00	
10+ lots	\$1,870.00	
Final BSP (w/ site imps)	\$480.00	
Final BSP (w/out site imps)	\$240.00	
Unit lot subdivision	same as site plan + short /long plat	
Preapplication		
General info	\$0.00	
Pre-submittal	\$240.00	credited to formal application fee if applied w/in 6 months
Revision to permit		
Minor	\$300.00	
Major	new app fee	
Rezone - site specific, authorized by Comp. Plan	\$1,870.00	
SEPA		
Threshold determination	\$480.00	
EIS	actual cost of preparation	
Appeal	see Appeals, above	
Shoreline Permits		
Exemption	\$240.00	
Shoreline substantial development permit -SDP / CUP/ VAR		
Type 3-PC (SDP, CUP, VAR)	\$1,630.00	+ \$300 per additional CUP/VAR
Type 4-CC (SDP, CUP, VAR)	\$1,870.00	+ \$300 per additional CUP/VAR

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2020	Notes
Site Plan & Design Review		
Sign permit review	\$60.00	added to building permit fee
SFR, duplex site plan/design standards	\$60.00	added to building permit fee
Cottage, Townhouse /MF up to 10 Units or up to 12,000 SF nonres. GFA or		
up to 20,000sf of nonresidential site improvements	\$360.00	
Cottage, Townhouse/ MF more than 10 Units or >12,000sf non- residential GFA or >20,000sf non-residential site improvements		
	\$1,090.00	
	0.08 / sq. ft. of new or replaced hard surface;	
Stormwater Review	\$150 per lot for subdivisions	For more than 2 reviews, applicant will be billed at hourly rate.
Stormwater management manual exception	\$1,090.00	
Vacation of right-of-way	\$480.00	plus actual cost of appraisal
Variance		
Level 1	\$730.00	
Level 2	\$1,330.00	plus actual cost of HE; \$1,000 HE pre-payment
Wireless Service Facilities		
Wireless Service Facility Permit	\$240.00	per facility
Wireless Conditional Use Permit	\$1,330.00	plus \$120 per facility plus actual cost of HE;\$1,000 HE pre-payment
Master ROW use agreement	\$1,500.00	
Eligible facilities determination	\$120.00	
Other Planning Dept. Reviews		
Hourly rate for Planning Review	\$60.00	per hour
Additional plan review requested by changes, additions, or revisions to plans after 2 reviews have been completed.	Hourly Rate	per hour
Planning review for activities not specifically listed above, as determined by the Director	Hourly Rate	per hour
Other Fees		

Planning, Community & Economic Development Department**Land Use Application Fees**

Permit Type	Rates effective 1/1/2020	Notes
Consultant/3rd Party Review Fees	Actual Cost	3rd party reviews may be required for certain reports/project types (involving critical areas, shorelines, stormwater, wireless services, etc.)
Additional notice publication costs necessitated by changes, additions, or revisions to an application.	Actual Cost	



City Council Agenda Item Summary

Meeting Date: 9/21/2020

Agenda Item Number: 5e

Agenda Item Title: Agreement for Installation of Conduit and Fiber with Oak Harbor

Staff Contact(s): Darcy Swetnam; Fred Buckenmeyer

Action Type: Contract Award

Item Summary: This Agreement is between the Cities of Anacortes and Oak Harbor to install conduit and fiber in Oak Harbor's water line between Sharp's Corner and Pass Lake. In exchange for being allowed to install fiber in Oak Harbor's water line, Anacortes grants to Oak Harbor exclusive use of 24 strands. No other consideration is provided. This Agreement was extensively negotiated between the parties.

History:

Key Terms:

Competitive Bidding: Not required

Contract Information

Contractor:

Contract Amount:

Earmarked Funds:

BARS #:

Budget Amendment Required?

Start Date:

End Date:

Previous Action: None.

Recommended Motion: I move we authorize the mayor to sign the Agreement between the City of Oak Harbor and the City of Anacortes for Installation of Conduit and Fiber Optic Cable within the City of Oak Harbor's 24-Inch Water Main from Sharpe's Corner to Deception Pass Bridge.

Alternative Actions: Decline to award the Contract

Attachments In order presented:

- Agreement for Installation of Conduit and Fiber

**AGREEMENT BETWEEN THE CITY OF OAK HARBOR AND
THE CITY OF ANACORTES FOR INSTALLATION OF CONDUIT AND FIBER
OPTIC CABLE WITHIN THE CITY OF OAK HARBOR'S 24-INCH WATER
MAIN FROM SHARPES CORNER TO DECEPTION PASS BRIDGE**

This agreement, made and entered into this _____ day of _____, 2020, by and between the CITY OF OAK HARBOR, a municipal corporation of the State of Washington, hereinafter called "Oak Harbor" and the CITY OF ANACORTES, a municipal corporation of the State of Washington, hereinafter called "Anacortes", hereinafter individually called "Party" or collectively "Parties".

WHEREAS, Anacortes and Oak Harbor entered into a general cooperative agreement relating to public works projects on December 17, 2019; and

WHEREAS, Anacortes is in the process of installing conduit and fiber optic cables within its water lines from Sharpes Corner to Deception Pass; and

WHEREAS, Oak Harbor is in need of a conduit and fiber optic cables within its water lines from Sharpes Corner to Deception Pass; and

WHEREAS, the Parties have determined that it would be in the best interests of the citizens to enter into a joint or cooperative undertaking, pursuant to provisions of the State of Washington "Interlocal Cooperative Act", Chapter 239, Laws of 1967; and

WHEREAS, Anacortes has offered to complete and install conduit from the Pass Lake intertie to the Rock Bridge intertie at Deception Pass at no cost to Oak Harbor as shown in "Exhibit A"; and

NOW, THEREFORE, the parties hereto, in consideration of the promises, mutually covenant and agree as follows:

1. Project Assurances.
 - a. Oak Harbor attests that they have familiarized themselves with the Craley Atlantis Hydrotec materials, fittings, and installation techniques and understand the inherent risks associated with installing, operating and maintaining the Craley product within a live water system.
 - b. Oak Harbor warrants that the water line is of sufficient quality, condition, and materials that is capable of withstanding the installation of the Craley product.
 - c. Anacortes City staff are familiar with and have experience in the installation of the Craley product and will use the same level of

caution and care as if they were installing the Craley product in a City of Anacortes waterline.

2. Consideration.

a. Anacortes:

- i. The City of Anacortes will pay all costs for materials and installation of Craley product and fiber strands within Oak Harbor's 24-inch water line.
- ii. Once installed, Anacortes will provide Oak Harbor with unrestricted and exclusive use of two 12-strand buffer tubes (or 24 fiber strands) located between Sharpes Corner and the Pass Lake vault, for use by the City of Oak Harbor or its agents.
- iii. Anacortes will provide Oak Harbor with ownership of all 144 fiber strands located between Pass Lake vault and the Rock Bridge intertie.

b. Oak Harbor:

- i. The City of Oak Harbor hereby grants Anacortes the right to install Craley product and fiber strands in its 24-inch water line.
- ii. Oak Harbor hereby grants Anacortes a leasehold interest to maintain the conduit and fiber lines in the pipe for the life of the pipe, as described in Exhibit A hereto.

3. Project Management and Access:

- a. Anacortes currently plans to install 144 strands of fiber optic cable within the Craley product or duct. Anacortes or its contractor will install the Craley product within the Oak Harbor owned, maintained, and operated water line from Sharpes Corner to the Rock Bridge intertie at Deception Pass, as described in Exhibit A.
- b. Anacortes will provide Oak Harbor or its agents unrestricted and exclusive use of a two 12-strand buffer tube (which includes 24 strands) included in the 144 strand fiber bundle, located between Sharpes Corner and the Pass Lake vault. Anacortes will retain ownership and exclusive use of all remaining 120 fiber strands located between Sharpes Corner and the Pass Lake vault.
- c. Oak Harbor or its agents will have exclusive ownership and assume responsibility for all maintenance of all 144 fiber strands and Craley product located between the Pass Lake vault and the Rock Bridge intertie at Deception Pass.
- d. Anacortes anticipates completing the project by July 2021.
- e. The Parties agree that Anacortes will have the sole right to conduct, direct, and control any maintenance and repair work on the Craley ducts or strands contained therein within Oak Harbor's water line. However, nothing contained herein shall restrict Oak Harbor's rights regarding the operation and maintenance of its water lines.

- f. Oak Harbor agrees to grant Anacortes unrestricted access to the Craley product equipment located in the Oak Harbor Water pipe. Anacortes agrees to provide Oak Harbor advance notice of plans to access the fiber vaults or equipment. Access is subject to applicable federal, state, and local rules and regulations.
 - g. Oak Harbor agrees to provide Anacortes with advance notice of any work on its water lines that may interfere with the fiber conduit or strands.
 - h. Future maintenance, repairs, and replacement costs that apply to all fiber strands or the conduit located between Sharpes Corner and Pass Lake vault will be paid by the Parties on a pro-rata basis with 84% to be paid by Anacortes and 16% to be paid by Oak Harbor.
 - i. Any costs to maintain or repair only one Party's strands shall be borne solely by the Party who owns the strands.
 - j. Any maintenance or replacement costs caused by one Party's sole negligence, shall be paid by the negligent Party.
 - k. Anacortes shall obtain any and all permits or permissions necessary for the installation of the conduit and fiber. Oak Harbor shall assist as necessary.
4. Insurance: Each party agrees to procure and maintain insurance in a type and amount determined to be appropriate by each party's risk manager.
5. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability, loss, and/or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.
6. No separate legal entity: No separate legal entity is created by this agreement.
7. No joint property: No fixed assets or real or personal property will be jointly or cooperatively acquired, held, used or disposed of by the parties pursuant to this agreement.

8. **Dispute resolution:** In the event of any dispute relative to the operation of this agreement, such dispute shall be resolved by the governing body of each entity appointing two of its members to an investigating committee, which said committee shall investigate and report back to the respective entities the results of their investigation and shall give their recommendations to the respective governing bodies.
9. **Modifications:** This joint cooperative undertaking shall be in effect from the date of execution and shall remain in effect indefinitely. This agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto.
10. **Liberal Construction:** This joint cooperative undertaking shall be liberally construed to accomplish the purpose for which it was entered into.
11. **Compliance with laws and terms of grants:** The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. If applicable, compliance with laws shall specifically include, but not be limited to, compliance with laws pertaining to the payment of prevailing wage on public works, including, but not necessarily limited to RCW 39.12. If applicable, compliance with laws shall also specifically include, but not be limited to, compliance with laws for the procurement of contracts for architectural and engineering services, including, but not necessarily limited to RCW 39.80. If necessary, the parties shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this Agreement. Each party individually recognizes and agrees that it shall be solely and separately responsible and liable for compliance with all terms and conditions of any applicable grant(s) obtained or procured in such party's name
12. **Assignment and Subcontracting:** No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either party.
13. **Default:** Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by law.
14. **Venue and Choice of Law:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.
15. **Captions and Counterparts:** The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS THEREOF, the City of Oak Harbor has caused this instrument to be executed by its Mayor, being thereunder duly authorized and the City of Anacortes has caused this instrument to be executed by its Mayor, being thereunto duly authorized.

DATED THIS _____ day of _____, 2020

CITY OF OAK HARBOR, WASHINGTON

Robert Severns, Mayor

ATTEST:

Julie Lindsey, City Clerk

APPROVED AS TO FORM

Grant Weed, City Attorney

CITY OF ANACORTES, WASHINGTON

Laurie Gere, Mayor

ATTEST:

Marcia Hunt, City Clerk

APPROVED AS TO FORM

Darcy Swetnam, City Attorney

L:\LGLI\Contracts\Contracts - various\AGREEMENT- Oak Harbor Sharps fiber install - clean.docx



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning September 28, 2020

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

September 28, 2020

- Thompson Train Purchase Proposal (Discussion / Possible Action)
- Ordinance 3076: Extending Ordinance 3054, an Interim Ordinance Declaring an Emergency and Adopting a Moratorium on the Acceptance of Certain Land Use Applications in R4 Zone (Discussion)

October 5, 2020

- Closed Record Decision Hearing: CUP-2020-0001 - 1015 18th St. Parking Lot CUP (Action)

October 12, 2020

- Closed Record Decision Hearing: LPS-2020-0001 - The Crossings Cottages Preliminary Plat & Site Plan (Action)
- Public Hearing on Ordinance 3076: Extending Ordinance 3054, an Interim Ordinance Declaring an Emergency and Adopting a Moratorium on the Acceptance of Certain Land Use Applications in R4 Zone (Action)
- Public Hearing on Budgeted Revenue Sources, including 1% Property Tax Increase (Discussion)
- Review of 2021 Budget (Discussion)

October 19, 2020

- Review of 2021 Budget (Discussion)

October 26, 2020

- Public Hearing: 2021 Budget (Discussion)
- Review of 2021 Budget (Discussion)

November 2, 2020

November 9, 2020

November 16, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Sep 21, 2020, 5:00 PM, Teleconference
- Finance, Wednesday, Sep 23, 2020, 5:00 PM, Teleconference
- Library, Thursday, Sep 24, 2020, 12:30 PM, Teleconference
- Fiber, Thursday, Sep 24, 2020, 2:30 PM, Teleconference
- Planning, Monday, Sep 28, 2020, 5:00 PM, Teleconference
- Public Works, Monday, Oct 5, 2020, 5:00 PM, Teleconference
- Port/City Liaison, Tuesday, Oct 6, 2020, 8:30 AM, Teleconference
- Public Safety, Tuesday, Oct 6, 2020, 10:00 AM, Teleconference
- Fiber, Thursday, Oct 8, 2020, 2:30 PM, Teleconference
- Housing Affordability & Community Services, Monday, Oct 12, 2020, 4:00 PM, Teleconference
- Planning, Monday, Oct 12, 2020, 5:00 PM, Teleconference