

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube](#) Channel, or on TV [Channel 10](#).
- The public may also 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 or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) 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 virtual participation in 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
904 6th Street

September 19, 2022
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Finance Committee (Report)
 - b. Public Works Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of September 12, 2022 (Action)
 - b. Approval of claims in the amount of \$416,012.56 (Action)
 - c. Interlocal Agreement with the Anacortes School District: Student Library Card Program #22-228-LIB-001 (Action)
 - d. Addendum To Interlocal Cooperation Agreement Between Fire Districts #11, #13, #17 And The City Of Anacortes (Action)
 - e. Interlocal Agreement with Skagit County for Probation Services 2023-2025 #23-001-MCT-001 (Action)
 - f. Interlocal Agreement with Skagit County for the Community Court Program 2023-2025 #23-002-MCT-001 (Action)
6. **Other Business**
 - a. Resolution 3098: Declaring an Emergency and Waiving State Competitive Bidding Requirements for the Restoration of the Tommy Thompson Trail (Discussion/Action)
7. **Executive Session**
 - a. Potential Real Estate Transaction per RCW 42.30.110(1) (15 minutes) (Discussion)
8. **Adjournment**

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on 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.

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NOT ALLOW FREE WORK FOR FREE

- LICENCE PLATE PICTURE
- TASK FORCE - TIGER

Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

September 19, 2022
6:00 p.m.

15
FINAL DATES
#6 EVAN SARTEN
1935

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 3051, 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. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

Please print your name legibly so we can recognize you correctly in the minutes. Thank you!

Name	Topic
MaryAnn Ryan ✓ 0620	health & safety
Megan Schorr ✓	" "
Mark McEathron ✓ 1825	" "
Mary McEathron ✓	" "
Kim Halley ✓ 2 YRS	" "
Brenda Zeiger ✓ 2 YRS	neighborhood concern
Michelle Morrison ✓ 1840	health & safety
Karen Thompson ✓ 1842	ditto
Mark Madden ✓ 1846	AYC!
Helene Dull ✓ RE 1850	" "
Brenda Young ✓ 1851	ADD "BOTAN" FRI
Adrian Young ✓ 1851	" "
Cynthia Hogan ✓	Health & Safety
James Dares ✓	neighborhood concern
John Campbell ✓	" "

Continue on back of sheet as needed

Anacortes City Council Minutes - September 12, 2022

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of September 12, 2022 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik were present. Councilmember Ryan Walters was absent. Ms. Moulton moved, seconded by Mr. McDougall, to excuse the absence of Mr. Walters. The motion carried unanimously by voice vote.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller provided an update on the Tommy Thompson Trestle Fire investigation and damage assessment. He reported that the investigation is ongoing and that the fire, which started at 1:40am on August 30th, was almost certainly human-caused. He encouraged anyone with information to contact the City of Anacortes tip line at 360-299-1985. Mayor Miller then declared that the community is united in its desire to repair the trestle as soon as possible, and cited the previous successful effort to restore the Tommy Thompson Trestle after it burned in a 2009 fire. He continued by saying that design work is complete and a structural engineer would be on site this week for a detailed assessment. He mentioned that local construction companies have offered support to complete the restoration and reminded the public that the Parks Foundation website is open for online donations via the [City's web page](#). He concluded by announcing that he would introduce an emergency declaration resolution at next week's Council meeting, waiving competitive bidding requirements to leverage local expertise to restore the trestle and that staff are also working with the Washington State Department Of Transportation (WSDOT) to identify possible supplemental safety measures for cyclists using State Route 20 during the closure.

Finance Committee

Mayor Miller reported that the Finance Committee did not meet and there would be no report provided.

Planning Committee

Ms. Moulton reported from the Planning Committee meeting held earlier in the evening. A principal topic discussed was riparian management zones regulations updates, which will be considered at a September 28th public hearing before the Planning Commission and then come before the Council before the October 18th deadline. Additionally, the committee discussed the Islands Inn permit process to become 36 small-unit market rate residences and the Housing Action Plan.

Fiber Committee

Mayor Miller reported that the Fiber Committee did not meet and there would be no report provided.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda.

Ron Lindsay of Anacortes commented about a jackhammer noise in his neighborhood that has persisted for over three weeks from 7:30am-4:30pm most days of the week. He asserted that the noise is loud enough to make outdoor conversation difficult and that one individual should not be able to disrupt the peace and quiet of a neighborhood for weeks on end.

Mayor Miller responded that there are noise ordinances and that City staff had just received Mr. Lindsay's letter and would contact him after fully considering the matter.

Consent Agenda

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

a. Minutes of September 6, 2022

b. Approval of claims in the amount of \$999,030.09

The following vouchers/checks were approved for payment:

EFT numbers: 104187 through 104244, total \$706,860.79

Check numbers: 104245 through 104262, total \$284,986.64

Wire transfer numbers: 30995 and 309772 through 310139, total \$7,182.66

Public Hearings

Ordinance 4030: An Ordinance of the City of Anacortes, Washington, Amending Chapter 10.12. Regarding Stopping, Standing, and Parking

Planning Community and Economic Development Director, Don Measamer, introduced a public hearing for Resolution 4030 to adopt the proposed amendments to Anacortes Municipal Code Chapter 10.12 Regarding Stopping, Standing and Parking. Mr. Measamer reviewed the amendment which had been included in the packet materials for the meeting. The amendment would limit parking to two hours on 5th Street between 8am-6pm Monday through Saturday each week. He detailed that several abutting business owners requested the change, which was then reviewed and approved by the Traffic Safety Committee.

Ms. Moulton asserted that she and the other Traffic Safety Committee members were all in solid agreement with the proposed amendment, as it brings 5th Street into conformance with the other streets in the area and seemed a reasonable request. Mr. Young expressed support for the ordinance, but said that other issues regarding parking will need to come before the Council.

Mayor Miller Mayor Miller invited the public to comment on the agenda item.

Wilhelmus Houpermans of Anacortes asked how the ordinance would be enforced. Mayor Miller responded that there is a parking enforcement officer in the Police Department who will enforce this ordinance along with all other parking provisions of the Anacortes Municipal Code.

CAROLYN MOULTON moved, seconded by AMANDA HUBIK, to approve Ordinance 4030 as presented. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Other Business

Shoreline Master Program Periodic Update - Draft 3 Discussion

Planning Manager, Libby Grage, opened the Shoreline Master Program Periodic Update discussion, referring to draft 3 that was included in the packet materials for the meeting. The periodic update is meant to incorporate updated state laws and guidance regarding Shorelines and Comprehensive Plan and development regulations changes over the past eight years to achieve harmony and consistency. She added that the update includes reorganization of the Shoreline Master Program from a standalone document located on the City website to having the goals and policies added to the Comprehensive Plan and migrating shoreline development regulations into Title 19 of the Anacortes Municipal Code, effectively locating all property development regulations in one place in the Anacortes Municipal Code. Ms. Grage set forth that the goal this evening was to consider the third draft and ensure that the Council and the Planning Department are on a level of mutual understanding regarding the changes prior to releasing the document for a public comment period. She then introduced Mr. Alex Capron and Mr. Dan Nickel of The Watershed Company to discuss the third draft of the

Shoreline Master Program. Using a slide presentation, Mr. Capon addressed several public comments and then presented a case study of a shoreline development scenario involving a cannery site along the Guemes Channel.

Mr. Young asked exactly where the cannery site mentioned in the case study scenario was in Anacortes. Ms. Grage responded that it was the former Sebastian-Stuart Cannery near 11th Street and B Avenue. Mr. Young asked if the presentation Mr. Capon made could be shared with the Council for their review. Ms. Grage promised to place it on the website as soon as possible after the meeting.

Mayor Miller asked the Council to bring forth any recommended changes to the draft prior to its release for public comment. Ms. Moulton commended the staff for their efforts in bringing this update forward and expressed her appreciation for the clear and well organized update format. Mr. McDougall read an email response from Ms. Grage to his question about the length of tracking and performance monitoring reports. Ms. Grage responded that it lasts 5 years, paid for by the applicant and the reports go to the City and the State of Washington. Mayor Miller expressed his hope that SmartGov would assist staff with tracking and monitoring as it becomes fully implemented. Mayor Miller asked Ms. Grage to remind the public about the comment window. Ms. Grage responded that barring significant changes from the Council to the current draft, the comment period would last 21 days from September 21st through October 12th, 2022. Ms. Grage added that the staff concurred with Mr. Capon's recommended change to the definition of "no net loss". Ms. Cleland-McGrath commended the staff and the Watershed Council on the thorough revision effort.

R Avenue Long Term Improvements Project National Highways Freight Program Grant Acceptance

Public Works Director, Henry Hash, presented the R Avenue Long Term Improvements Project National Highways Freight Program grant acceptance, providing an overview of the \$3.48 million grant to build a roundabout at R Avenue and 30th Street. He added that the City had applied for a grant from the Transportation Improvement Board for \$550,000 or 13% of the grant total to provide the required matching funds and detailed outreach efforts to project stakeholders, envisioning construction commencement next year. Mr. Hash then introduced Engineering Services Manager, Tim Hohmann, who presented the project proposal using an overhead map, explaining that the grant is supporting a mobility project to improve traffic in the R Avenue corridor by improving three intersections that currently have failing traffic scores for the 20-year planning period with the single improvement of the proposed roundabout at 30th Street and R Avenue. He provided further project details, including the closing of the center median at 28th and 34th Streets and that the roundabout will provide enhanced access to the areas both east and west of R Avenue and the left turn at 32nd Street will remain in place to provide continued access to residential areas and the ferries.

Mr. Young summarized a discussion in the Public Works Committee that fully addressed questions and concerns surrounding the placement of the roundabout at 30th Street and R Avenue. He thanked Mr. Hohmann and Mr. Hash for a clear presentation of the project and associated rationale for the placement of the roundabout at 30th Street and R Avenue. Mayor Miller echoed Mr. Young's sentiments in commending staff work.

Ms. Moulton asked where the pedestrian crossings are on R Avenue. Mr. Hohmann replied that pedestrian crossings are located near 23rd Street, 29th Street and 33rd Street. Ms. Moulton followed up asking if those crossings had flashing indicators. Mr. Hohmann confirmed this is the case and added that the proposed roundabout would provide full pedestrian and bicycle access to either side of R Avenue.

Ms. Cleland-McGrath asked what other measures are being taken in addition to the grant to improve accessibility between R Avenue and Commercial Avenue. Mr. Hohmann responded that the City applied for another grant to facilitate pedestrian improvements along the west side of R Avenue to include wider sidewalks and multi-modal paths and study where to best place pedestrian crossings on R Avenue. Mr. Hohmann further pointed out another grant through WSDOT bike and pedestrian program to connect 29th Street and Q Avenue into the 30th Street roundabout, providing enhanced bicycle and pedestrian access to the bike route on 29th

Street and an improved crossing at 29th Street and Commercial Avenue. Ms. Cleland-McGrath responded that this is just one phase of a multi-phase effort to make the area where the majority of future density growth will occur more livable. Mayor Miller added that the City hopes to provide a matching grant for the federal funds.

CAROLYN MOULTON moved, seconded by ANTHONY YOUNG, to authorize the Mayor to sign agreements with WSDOT accepting the NHFP grant. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Mr. Young thanked the City Operations staff for the efficient process on bulk garbage collection day held on Saturday September 10th.

Adjournment

There being no further business, at approximately 7:00 p.m. the Anacortes City Council meeting of September 12, 2022 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 19, 2022 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
310174	7/1/2022	7122	NORTHWEST PARKING EQUIPMENT	WA PARK PAY STATION 3RD Q	\$ 462.40	parks1
310375	7/1/2022	001902	ORTIZ CONCRETE LLC	LIBRARY ADA RAMP	\$ 11,650.50	pw1
310364	8/1/2022	52512	JET CITY TRUCKING & AGGREGATE	SCREENED SAND	\$ 1,544.22	wdist
310163	8/3/2022	52497	JET CITY TRUCKING & AGGREGATE	SCREEN SAND	\$ 290.67	dshop
310365	8/3/2022	52513	JET CITY TRUCKING & AGGREGATE	SCREENED SAND	\$ 1,528.09	wdist
310164	8/4/2022	52498	JET CITY TRUCKING & AGGREGATE	SCREEN SAND	\$ 180.00	dshop
310366	8/5/2022	52514	JET CITY TRUCKING & AGGREGATE	SCREENED SAND	\$ 365.03	wdist
310370	8/9/2022	955651	YSI INCORPORATED (XYLEM)	DO SENSOR CAPS	\$ 756.79	dwwtp
310176	8/10/2022	812022AM	CORPORATION SERVICE COMPANY	CORPORATION SERVICE COMPANY ANNUAL ACCOUNT FEE	\$ 99.00	legal
310382	8/12/2022	BC1685278	GALLS, LLC.	UNIFORM PANTS (AB)	\$ 440.64	medic
310367	8/15/2022	52515	JET CITY TRUCKING & AGGREGATE	SCREENED SAND	\$ 1,534.40	wdist
310381	8/15/2022	361-02	LARRY BROWN CONSTRUCTION INC	2022 WESTERN AVENUE WATERLINE PROJECT	\$ 5,299.70	pw1
310168	8/16/2022	0647765-IN	REISNER DISTRIBUTOR INC	CLEAR DIESEL #90009	\$ 107.73	dshop
310467	8/22/2022	272577	NAPA	FRONT RIGHT/LEFT BRACKET #034	\$ 261.40	dshop
310341	8/23/2022	117384109	DEERE & COMPANY	WTP TRACTOR AND MOWER	\$ 32,442.70	pw1
310179	8/23/2022	272739	NAPA	FUEL FILTER #9902	\$ 12.60	dshop
310353	8/24/2022	2216	THE CLEAN TEAM	2022 JANITORIAL SERVICES - CITY HALL & SENIOR CENTER 8/22-8/26/22	\$ 480.00	pw1
310499	8/26/2022	326373	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 192.23	pwfac
310493	8/26/2022	18893	TRANSPORTATION SOLUTIONS INC	32ND AND M INTERSECTION - DESIGN - 7/16/22-8/15/22	\$ 19,479.93	pw1
310369	8/28/2022	9418471760	3M COMPANY	SIGN MATERIAL	\$ 293.76	dshop
310281	8/28/2022	9914527584	VERIZON WIRELESS	City Cell Phones 7/29-8/28/22	\$ 10,969.81	finance
310483	8/29/2022	IN947232	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - AUGUST 2022	\$ 13,764.44	fiber

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
310484	8/29/2022	IN947232	NOANET	OAK HARBOR WET FIBER AERIAL - AUGUST 2022	\$ 961.27	dwtp
310500	8/30/2022	324940B	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 57.21	pwfac
310487	8/31/2022	INV-122794	BRIGHTLY SOFTWARE, INC.	SMARTGOV SOFTWARE FOR PCED - GENERAL CONFIGURATION	\$ 2,067.20	plan
310490	8/31/2022	INV1813	CARTEGRAPH SYSTEMS LLC	SEE-CLICK-FIX FOR CARTEGRAPH ASSET MANAGEMENT SYSTEM - IMPLEMENTATION	\$ 6,000.00	pw1
310489	8/31/2022	INV1814	CARTEGRAPH SYSTEMS LLC	CARTEGRAPH WATER TREATMENT PLANT IMPLEMENTATION TRAINING	\$ 2,750.00	pw1
310343	8/31/2022	10741	DALTON, OLMSTED & FUGLEVAND	WWTP OUTFALL PRE-DESIGN - 6/1/22-7/31/22	\$ 37,434.00	dwwtp
310363	8/31/2022	273533	NAPA	ADAPTERS	\$ 13.48	dshop
310335	8/31/2022	IN947612	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - AUGUST 2022	\$ 7,232.15	fiber
310231	8/31/2022	42890	PACIFIC SECURITY	SECURITY DETAIL COURT DAYS AUGUST	\$ 735.00	court
310368	8/31/2022	0173	SKAGIT COUNTY SOLID WASTE FUND	AUGUST TONNAGE HAULED	\$ 99,922.59	dshop
310352	8/31/2022	113360	VECA ELECTRIC & TECHNOLOGIES	PUBLIC SAFETY BUILDING OUTSIDE LIGHTING	\$ 5,440.00	pw1
310445	9/1/2022	294599	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; AUGUST 2022	\$ 105.00	apd
310173	9/1/2022	11919	C & C TIMBER INC	WA PARK FIREWOOD FOR RESALE	\$ 2,352.00	parks1
310360	9/1/2022	052-0010-00	CITY OF ANACORTES	OPS 8/1 - 8/31/22	\$ 1,510.49	dshop
310358	9/1/2022	190-1840-00	CITY OF ANACORTES	WWTP 8/1-8/31/22	\$ 6,383.53	dwwtp
310292	9/1/2022	0100162867	DEPARTMENT OF NATURAL	DNR EEL GRASS LEASE 76615 9/1/22-8/31/2023	\$ 3,986.28	plan
310451	9/1/2022	08/25/2022	ECONOWASH LAUNDRY&CLEANERS	UNIFORM CLEANING 7/25-8/25/22	\$ 66.37	apd
310491	9/1/2022	PSTAC22-76	PUBLIC SAFETY TESTING, INC	TEST REFRESH - POLICE CORPORAL PROMOTIONAL	\$ 825.00	hr
310236	9/1/2022	GB00100301	TRANSAMERICA LIFE INS CO	LEOFF LONG-TERM CARE INSURANCE	\$ 634.98	hr
310165	9/1/2022	134079	VENTEK INTERNATIONAL	WA PARK PAY STATION HOST FEE 9/1/22-9/30/22	\$ 135.00	parks1
310288	9/2/2022	6227	ANACORTES PRINTING	PW OPERATIONS LETTERHEAD	\$ 260.88	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
310166	9/2/2022	17724725	EWING IRRIGATION PRODUCTS, INC	PARKS IRRIGATION MAINTENANCE	\$ 123.29	parks1
310237	9/3/2022	209578	LAKESIDE INDUSTRIES, INC.	5/8" ROCK	\$ 625.47	dshop
310481	9/4/2022	INV-89346	MADDOX INDUSTRIAL TRANSFORMER,	WTP ELECTRICAL SYSTEM: INTAKE TRANSFORMER RENTAL - 9/4/22-10/3/22	\$ 3,909.60	dwtpt
310340	9/6/2022	14919	AQUATECHNEX,LLC	HEART LAKE INVASIVE VEGETATION TREATMENT	\$ 9,683.20	parks1
310380	9/6/2022	84673665	BOUND TREE MEDICAL, LLC	PHARMA: DEXTROSE	\$ 60.54	medic
310283	9/6/2022	1081268	FERGUSON ENTERPRISES, INC	5/8" X 3/4" ALLY 1CF TRPL	\$ 2,205.11	wdist
310284	9/6/2022	1121044-1	FERGUSON ENTERPRISES, INC	3/4' & 5/8" & 3/4" SRII METERS	\$ 5,614.91	dshop
310456	9/6/2022	6137	FIRE SERVICE REPAIR, LLC	VALVE KITS #220	\$ 519.04	dshop
310182	9/6/2022	0001-273938	NAPA	WINDSHIELD WATER PUMP #178	\$ 21.31	dshop
310459	9/6/2022	13897584	PAPE MACHINERY INC.	STARTER #867	\$ 271.68	dshop
310227	9/6/2022	300000006951	PUGET SOUND ENERGY INC	W 29TH ST BTWN OREGON & K AVE: 08/02- 08/31/22	\$ 3.74	dshop
310226	9/6/2022	93103	STOW-IT	20' STANDARD CONTAINER: 9/6-10/5/22	\$ 217.60	wdist
310285	9/6/2022	119810	SUNLAND BARK & TOPSOILS	3 WAY BLEND TOPSOIL	\$ 242.08	dshop
310232	9/6/2022	40933	ZUMAR INDUSTRIES, INC.	STREET SIGNS	\$ 1,542.78	dshop
310498	9/7/2022	327040	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 249.02	pwfac
310276	9/7/2022	664115	BLADE CHEVROLET, INC	TANK #035	\$ 77.10	dshop
310178	9/7/2022	420-0040-02	BONEWITS, MICHAEL	UB Refund Cst #064178	\$ 2,451.93	finance
310334	9/7/2022	AN 873942	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 98.59	medic
310379	9/7/2022	INV741307	DAY WIRELESS SYSTEMS INC	WATER TREATMENT PLANT CELL BOOSTER DAS CELLULAR	\$ 17,288.34	infosys
310488	9/7/2022	5971	GRINDLINE SKATEPARKS INC	SKATE PARK DESIGN AND BID DOCUMENTS - AUGUST 2022	\$ 12,405.92	parks1
310177	9/7/2022	440-0991-01	HOWE, ANGELA	UB Refund Cst #055213	\$ 116.00	finance
310331	9/7/2022	1247793	LIFE ASSIST, INC	VENT CHEST SEALS	\$ 124.73	medic
310444	9/7/2022	220013286491	PUGET SOUND ENERGY INC	APD 8/5-9/6/22	\$ 2,042.49	apd
310233	9/7/2022	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 8/5-9/6/22	\$ 35.29	finance
310287	9/7/2022	220015523313	PUGET SOUND ENERGY INC	501 Q AVE: 08/05- 09/06/22	\$ 37.78	dshop
310350	9/7/2022	220021901958	PUGET SOUND ENERGY INC	TSUNAMI SIREN FOR SKYLINE 8/5-9/6/22	\$ 10.89	dwwtp
310449	9/7/2022	25785	SKAGIT PUBLISHING LLC	PUBLISH AA-279004	\$ 133.98	plan
310377	9/7/2022	20221726	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING AUG 2022	\$ 4,364.64	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
310354	9/7/2022	2219	THE CLEAN TEAM	2022 JANITORIAL SERVICES - AUGUST 2022	\$ 4,300.00	pw1
310374	9/7/2022	2220	THE CLEAN TEAM	LTAC 2022 PUBLIC RESTROOM MAINTENANCE 8/2022	\$ 3,200.00	plan
310355	9/7/2022	2221	THE CLEAN TEAM	2022 JANITORIAL SERVICES - CITY HALL & SENIOR CENTER 8/29-9/02/22	\$ 600.00	pw1
310442	9/7/2022	23000784	WASHINGTON STATE PATROL	BACKGROUND CHECKS; AUGUST 2022	\$ 132.50	apd
310336	9/7/2022	23000837	WASHINGTON STATE PATROL	SENIOR CENTER BACKGROUND CHECKS	\$ 22.00	pkrec
310497	9/8/2022	327126	BAY CITY SUPPLY	FACILITY USE ITEMS	\$ 318.89	pwfac
310333	9/8/2022	7232359524	CARDINAL HEALTH 110, INC.	PHARMA: ADENOSINE, AMIODARONE.	\$ 282.27	medic
310477	9/8/2022	WAANA144074	FASTENAL COMPANY	MAINTENANCE SUPPLIES - BIN STOCK	\$ 85.96	dwwtp
310384	9/8/2022	WAANA144076	FASTENAL COMPANY	WORKGLOVES, BATTERIES, FLASHLIGHT	\$ 367.56	medic
310228	9/8/2022	RefundFox	FOX, MARY	WA PARK CAMPING REFUND	\$ 35.00	parks1
310460	9/8/2022	9328599761	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC SPLICE CASES	\$ 4,670.78	fiber
310290	9/8/2022	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 8/6-9/7/22	\$ 11.77	finance
310291	9/8/2022	220013297498	PUGET SOUND ENERGY INC	CASINO DR UNDER TWIN BRIDGES: 08/06- 09/07/22	\$ 33.68	dshop
310349	9/8/2022	220022355618	PUGET SOUND ENERGY INC	TSUMANI SIREN FOR 500 T 8/6-9/7/22	\$ 10.89	dwwtp
310492	9/8/2022	87346	RH2 ENGINEERING, INC	WATER METER ANTENNA DESIGN - THROUGH AUGUST 28, 2022	\$ 6,188.50	dwwtp
310235	9/8/2022	111915	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 57.50	dwwtp
310230	9/8/2022	Ref000310230	WATSON, JERRI	CANCELED PERMIT BLD-2022-0433	\$ 730.26	bldg
310278	9/9/2022	INV2525560	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 8/8-9/7/22	\$ 378.73	finance
310378	9/9/2022	INV741611	DAY WIRELESS SYSTEMS INC	GPS REPEATER FOR AFD3	\$ 4,678.40	infosys
310356	9/9/2022	1052815-2	FERGUSON ENTERPRISES, INC	RETRO 2 OMNI	\$ 750.40	wdist
310383	9/9/2022	1248807	LIFE ASSIST, INC	ARS FOR NEEDLE DECOMPRESSION	\$ 342.72	medic
310286	9/9/2022	RefundMckibben	MCKIBBEN, TODD	WA PARK CAMPING REFUND	\$ 47.00	parks1
310458	9/9/2022	12P18650	MOTOR TRUCKS, INC	PURGE VALVE, COALESCIN #304	\$ 165.03	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
310362	9/9/2022	0001-274360	NAPA	BRACKETED CALIPERS #014	\$ 286.82	dshop
310457	9/9/2022	13889441	PAPE MACHINERY INC.	THROTTLE CAB #11975	\$ 72.87	dshop
310495	9/9/2022	LI0062	WILSON DDS, NICHOLAS J	DENTAL SERVICES, LEOFF1 RETIREE	\$ 71.60	hr
310441	9/10/2022	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 9/19-10/18/22	\$ 171.38	finance
310455	9/10/2022	00005W5A83372	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 9- 10-22	\$ 21.76	apd
310372	9/12/2022	2468	ANACORTES BASEBALL CLUB	ADULT SOFTBALL TOURNAMENT SCOREKEEPERS -	\$ 200.00	pkrec
310376	9/12/2022	ContractAYSC	AYSC - HAWKEYE WRESTLING	COORDINATING SUMMER YOUTH WRESTLING	\$ 405.00	pkrec
310450	9/12/2022	09/12/2022	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 800.00	apd
310440	9/12/2022	233211	NORTHSTAR CHEMICAL INC.	SODIUM BISULFITE 38%	\$ 2,511.97	dwwtp
310346	9/12/2022	1674187	POLYDYNE, INC	INCINERATOR POLYMER	\$ 3,753.60	dwwtp
310373	9/12/2022	L150097	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 21-21	\$ 30,983.60	finance
310454	9/13/2022	INV2526743	COPIERS NORTHWEST, INC	Canon/IRC5870i/3rd Floor 8/11- 9/10/22	\$ 319.15	finance
310469	9/13/2022	22-109-FAC-0011	DIMENSIONAL COMMUNICATIONS INC	RETAINAGE RELEASE	\$ 785.30	pw1
310439	9/13/2022	RefundBryan	KIM, BRYAN	WA PARK CAMPING REFUND	\$ 61.00	parks1
310461	9/13/2022	E 202209130059	SIMPLIFILE, LC	STITTWOOD DIVISION THREE CORRECTED FIBER EASEMENT	\$ 216.38	fiber
310475	9/13/2022	E 202209130066	SIMPLIFILE, LC	RECORDING RELINQUISHMENT OF RETAINED UTILITY EASEMENTS TO PORT OF ANACORTES	\$ 217.38	legal
310464	9/13/2022	21-113-SEW-0011	WHITNEY EQUIPMENT CO INC	RETAINAGE RELEASE	\$ 2,219.39	pw1

Total

\$ 416,012.56



City Council Agenda Bill

Meeting Date: September 19, 2022

Agenda Item: 5.c.

Agenda Item Title: Interlocal Agreement with the Anacortes School District: Student Library Card Program #22-228-LIB-001

Staff Contact(s): JEFF VOGEL

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award

Item Summary: City staff seeks City Council consent to enter into an interlocal agreement with the Anacortes School District No. 103 to continue the partnership to provide public library cards to all students using their ASD assigned ID number giving them access to public library materials and digital resources.

Background: This is the second Interlocal agreement following the similar one that ended in August of 2022. It continues the partnership almost exactly as it was for the past three years with minor updates requested by City staff to details regarding student data transfer to ensure City staff get necessary student data in a timely manner, and ensures that City and District staff have time allocated to meet and train together each year.

Key Terms:

- Term is from contract execution through 8/31/25.
- The District shall compensate the City \$3,000.00 per school year.

Budget Impact:

The City will receive \$3,000.00 per school year from ASD.

Previous Action: On [12/23/2019](#) City Council approved Interlocal [19-201-LIB-001](#) which established the Student Card Program through 8/31/22.

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 22-228-LIB-001 between the City of Anacortes and the Anacortes School District No. 103.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 22-228-LIB-001

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
CITY OF ANACORTES
AND
ANACORTES SCHOOL DISTRICT No. 103

THIS AGREEMENT (herein "Agreement") is made and entered into by and between CITY OF ANACORTES, a Washington municipal corporation (herein "City") and ANACORTES SCHOOL DISTRICT No. 103, a Washington municipal corporation (herein "District") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. City and District may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties". In consideration of the following, the parties mutually agree as follows:

WHEREAS, the Student Card program is a City initiative designed to provide access to, and promote the use of, online and physical public library resources for every student enrolled in the District. In partnership with the District, the City will make available to students and teachers, a wide array of physical and electronic library resources: research databases, downloadable eBooks and other tools. This resource provision will take place virtually and physically by students via their unique District student identification number;

WHEREAS, in order to facilitate the Student Card program an exchange of specific student data from the District to the City must occur. This exchange of student data is necessary to enable the City to provide access to the City's electronic resources and eBook collections to all students attending District schools;

WHEREAS, the parties wish to clearly define roles and responsibilities of the parties as they relate to the Student Card program;

NOW, THEREFORE, for and in consideration of the promises set forth hereafter, the City and District hereby agree as follows:

1. TERM OF AGREEMENT: The term of this Agreement shall be from date at which both parties have completed execution through August 31, 2025, unless sooner terminated pursuant to the terms herein.

2. RESPONSIBILITIES OF THE PARTIES: The Responsibilities of the parties to the agreement shall be as follows:

A. The District will:

- i. Provide a mechanism for parents to "opt-out" of the sharing of student data.
- ii. Allow City to engage with District personnel and students for the purposes of promoting and educating District staff and students about Library resources and their use.
- iii. Distribute copies of printed material and in digital format provided by the Anacortes Public Library for promotional materials in the school libraries.
- iv. Provide link to City website on District laptops.
- v. Allow emails from Biblionix and those ending in @cityofanacortes.org to reach students for the purpose of notifying users of reserve and overdue notifications.
- vi. Provide data elements in a CVS format to a secure site for upload to City database for students in grades Kindergarten-12th on a monthly basis to the City by the 10th of each month. Data elements will include new and deleted students, as well as name changes. Data shared by the parties under this Agreement shall be limited to the following data elements: Student Full Name; Student ID #; School Name; Student Date of Birth; Student Grade; Student Graduation Year; Student E-mail; Student

Mailing Address.

- vii. District will not include student records that have been opted-out of the program in data transfers to City.
- viii. Provide staff support for one day of training for the District Librarian and Paraprofessionals from each school library to attend one joint library training each school year alongside the librarians from Anacortes Public Library, to be hosted by the City.

B. The City will:

- i. Provide access physical items and all of City's electronic library resources as agreed to for students enrolled in the District. The maximum limit of physical items will be set at either 5 or 10 items as determined by the City.
- ii. Provide copies of the printed documents/hand out should be provided to the district for distribution to the District for promotion and education regarding the student card for parents and students in print and digital format where appropriate to expedite the sharing of information between the District and the City.
- iii. Provide necessary support for District personnel, students and City staff to enable and encourage effective use of City library resources by school staff and students.
- iv. Abide by any restrictions set forth by District in terms of datasharing.
- v. Abide by Family Educational Rights and Privacy Act of 1974 (FERPA) and maintain the confidentiality of student data released to City.
- vi. Format student identification numbers to integrate them into City's library patron database. If this is not possible, City will provide physical library cards with unique numbers for each student.
- vii. Upload District provided student data to the City patron database at monthly intervals no later than the 10th of each month.
- viii. Provide the location and agenda for the joint annual training in coordination with the District Librarian each year.

3. **PAYMENT:** The District shall compensate the City of \$3,000.00 per school year. The City will bill the District per school year no later than September 30th of the current year. Payment by the District will be made within thirty days from date of billing notice.

4. **ADMINISTRATION:** City and District agree to provide appropriate staff support to execute their data management, and custodial responsibilities under this agreement.

- A. The following person(s) will serve as primary contact(s) at City and District for matters relating to the transfer and management of data:

City	District
Jeff Vogel: jeffv@cityofanacortes.org	Heather Paddock: hpaddock@asd103.org

- B. The following person(s) will serve as primary contact(s) at City and District for matters relating to the administration of this agreement:

City	District
Diana Farnsworth: dianaf@cityofanacortes.org Leslie Wilson: lesliew@cityofanacortes.org	Becky Clifford: rclifford@asd103.org

5. PERMISSIBLE STUDENT DATA USE AND SHARING UNDER THIS AGREEMENT: Student data will be used solely for the following purposes:
- A. For inclusion in City's library patron database which is used to allow students to access electronic library resources.
 - B. For program evaluation purposes.
6. OWNERSHIP OF STUDENT DATA: All student data shared as part of this agreement will remain the property of District and is intended to retain its character as FERPA protected student records, also protected under Washington law. This Agreement represents and warrants that the student data covered under this agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as [a] specified herein, [b] approved in an executed Data Sharing Agreement, or [c] as required by law.
7. CUSTODIAL RESPONSIBILITY AND STUDENT DATA STEWARDSHIP
- A. City agrees not to use the student data for any purposes other than for those specified in this agreement. In addition, City agrees to fully cooperate with District in the event that an adult individual or the parent or guardian of a child under 18 years old requests the opportunity to review his/her personally identifiable information disclosed to City by District or wishes to revoke consent to share data with City.
 - B. For the purposes of this agreement and ensuring the parties compliance with the terms of this agreement and all applicable state and federal laws, the parties designate City as the custodian of their patron database. City will be responsible for the observance of all conditions for use and for establishment and maintenance of security arrangements to prevent unauthorized use of student data as specified in this agreement.
 - C. While City will make its best efforts to facilitate the secure transmission of data between the parties, City is not responsible for ensuring the internal or network security of any party for breaches of security occurring prior to the confirmed receipt of or access to data.
 - D. City and District will inform each other, in writing, of the staff member(s) assigned to each role, as well as changes in staffing for these roles. City and District agree that roles specified may be performed by multiple staff members.
8. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. Any property owned and used by the City of Anacortes in connection with this Agreement shall remain the property of the City of Anacortes, any property owned and used by the District shall remain the property of the District, unless otherwise specifically provided for in this Agreement.
9. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists 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.
10. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.
11. 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.

12. **TERMINATION:** Any party hereto may terminate this Agreement upon sixty (60) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, except that the duty to indemnify pursuant to paragraph 11 shall survive such termination.

13. **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.

14. **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.

15. **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.

16. **STATUS OF AGREEMENT:** This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect, unless specified to the contrary herein.

17. **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.

18. **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.

19. **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.

20. **CAPTIONS & 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.

21. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

IN WITNESS WHEREOF, the City of Anacortes and the Anacortes School District No. 103 have executed this Agreement by their duly authorized officials pursuant to all requirements of law.

ANACORTES SCHOOL DISTRICT No. 103

CITY OF ANACORTES

Justin Irish, Superintendent

Matt Miller, Mayor

Date

Date



City Council Agenda Bill

Meeting Date: September 19,
2022

Agenda Item: 5.d.

Agenda Item Title: Addendum To Interlocal Cooperation Agreement Between Fire Districts #11, #13, #17 And The City Of Anacortes

Staff Contact(s): Bill Harris

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Bill Harris	Contract Modification

Item Summary: This is an addendum to the current interlocal agreement that governs the joint usage of the West Skagit Fire Training Prop. The insurance coverage utilized by Fire District #13 requested this addition to the interlocal agreement. This new language is effectively a "hold harmless" agreement between all parties that staff has deemed to be beneficial the City of Anacortes as well as all other parties. The original agreement from 2012 does not have any indemnification language in it and the City Attorney recommends adopting the proposed change, which will better protect all parties.

Budget Impact:
None

Previous Action: None

Recommended Motion: Approve with the consent agenda.

Alternative Actions: N/A

Attachments (listed in order presented):

1. Addendum to Live Fire Prop
2. 2012 ILA on live fire training facility

**ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT BETWEEN FIRE
DISTRICTS #11, #13, #17 AND THE CITY OF ANACORTES**

This Addendum is entered into Fire District 11, Fire District 13, Fire District 17 and the City of Anacortes (collectively the "Parties") executed an Interlocal Agreement ("Agreement") which was last countersigned on October 9, 2012 for use of a live fire training prop (the "Facility"); and

WHEREAS, the Parties desire to amend the Agreement as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. Each Party using the Facility ("User") shall be responsible for its own negligence and agrees to protect, save, defend, hold harmless and indemnify each other Party, their officers, employees and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences while using the Facility, occasioned by either the negligent or willful conduct of the User, its employees or agents.
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

FIRE PROTECTION DISTRICT NO. 11

_____ (Signature) _____ (Signature) _____ (Signature)

_____ (Print) _____ (Print) _____ (Print)

Title: _____ (Print) Title : _____ (Print) Title: _____ (Print)

Date: _____ Date: _____ Date: _____

FIRE PROTECTION DISTRICT NO. 13

_____ (Signature) _____ (Signature) _____ (Signature)

_____ (Print) _____ (Print) _____ (Print)

Title: _____ (Print) Title : _____ (Print) Title: _____ (Print)

Date: _____ Date: _____ Date: _____

FIRE PROTECTION DISTRICT NO. 17

_____(Signature) _____(Signature) _____(Signature)

_____(Print) _____(Print) _____(Print)

Title: _____(Print) Title : _____(Print) Title: _____(Print)

Date: _____ Date: _____ Date: _____

CITY OF ANACORTES

ATTEST: _____

Finance Director

By: _____, Mayor

INTERLOCAL COOPERATION AGREEMENT BETWEEN
FIRE DISTRICTS' #11, #13, #17 AND THE CITY OF ANACORTES

1. Parties

- 1.1 Fire District #11, hereafter referred to as "District 11" is a fire protection district organized under the State of Washington law Title 52.
- 1.1 Fire District #13, hereafter referred to as "District 13" is a fire protection district organized under the State of Washington law Title 52.
- 1.1 Fire District #17, hereafter referred to as "District 17" is a fire protection district organized under the State of Washington law Title 52.
- 1.1 The City of Anacortes, hereafter referred to as "City" is a non-chartered code city organized under the laws of the State of Washington law Title 35.

2. Purpose

- 2.1 Each party possesses the authority to procure, share goods, services and to dispose of property, and as such, may cooperate in accordance with RCW 39.34.080.
- 2.2 Each party desires to enter into an interlocal agreement to cooperatively share in the purchase, maintenance, use of a live fire training prop and delivery of a firefighter II training program throughout the agencies within the West Skagit region, in order to fulfill the requirements of this grant.
- 2.3 Each party agrees to the following responsibilities to ensure the grant requirements are met:
 - The City agrees to procure, manage the grant reporting requirements, organize the maintenance and training funds, and invoice each party in accordance with this agreement.
 - The Districts' agree to participate with the City to coordinate the disbursement of funds, maintenance of the infrastructure, establishment of procedures, and inspection of equipment.

3. Duration

- 3.1 This agreement shall be in effect until modified or terminated in accordance with paragraph 9.

4. Organization

- 4.1 No separate legal or administrative entity is created by this agreement.

5. Administration

- 5.1 Neither party is authorized to bind the other to any contract or obligation.
- 5.2 Each party shall be responsible for its own compliance with any applicable procurement, financial, or audit procedures.
- 5.3 To the extent that any joint administration is required under this agreement, the cooperating department heads of the Districts' and the City shall constitute a joint board responsible for such administration.
- 5.4 The Joint board shall meet as often as necessary to establish any necessary policies and procedures to facilitate the objectives of this agreement.
- 5.5 The Joint Board will administer the program and oversee the maintenance of the mobile live fire training prop, policies, procedures, and other related issues.
- 5.6 Decisions shall be by simple majority vote at any regular meeting. A quorum shall require all members to be present.
- 5.7 Each party agrees to share in the "non-federal" as follows:
 - A formula to determine each agency share is determined by multiplying 50% of the valuation plus 50% of the total number of firefighters to a factor that amount to the participant share.
- 5.8 A latecomers agreement is hereby established:
 - If other parties agree to participate in the regional live fire training prop, the same formula outlined in 5.8 shall be determined and then disbursed to each current agency in the same proportion as the formula in 5.8.
- 5.9 A fund to provide maintenance of the unit shall be established and managed by the City. The annual amount shall be established by the joint board, and then each participating agency shall pay an even amount to keep the fund active.

6. Modification and Termination

- 6.1 Either party may terminate this agreement upon written notice of termination to the other party.
- 6.2 This agreement may be modified only by mutual written agreement.

7. Applicable Law and Conformance

- 7.1 This agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

8. Jurisdiction and Venue

- 8.1 Any dispute or proceeding arising out of this agreement shall be submitted to the Superior Court of the State of Washington for Skagit County.

Fire Protection District #11

Pat Cummins (Signature)

By PAT CUMMINGS (Print)

Title COMMISSIONER (Print)

Date: 10/09/12

CA Dennis (Signature)

By CA Dennis (Print)

Title Commissioner (Print)

Date: 10/9/2012

Thomas R. Walsh (Signature)

By Thomas R. Walsh (Print) T.R. Walsh

Title Commissioner (Print) Commissioner

Date: 8-14-12 10-9-2012

Fire Protection District #13

Chuck Hedlund (Signature)

By Chuck Hedlund (Print)

Title Comm (Print)

Date: 3-27-2012

James L. Grove (Signature)

By James L. Grove (Print)

Title Comm (Print)

Date: 3-27-12

Douglas S. Avery (Signature)

By Douglas S. Avery (Print)

Title Comm (Print)

Date: 3-27-12

Fire Protection District #17

Richard T. Nicolls (Signature)

By R.T. Nicolls (Print)

Title Commissioner (Print)

Date: 14 AUG 2012

A.J. Bogosian (Signature)

By A.J. Bogosian (Print)

Title Commissioner (Print)

Date: AUGUST 14, 2012

Thomas R. Walsh (Signature)

By Thomas R. Walsh (Print)

Title Commissioner (Print)

Date: 8-14-12

City of Anacortes

ATTEST: Steve Hoglund

Steve Hoglund, Finance Director

H. Dean Maxwell

By: H. Dean Maxwell

Title: Mayor

Date: 6/19/12



City Council Agenda Bill

Meeting Date: September 19, 2022

Agenda Item: 5.e.

Agenda Item Title: Interlocal Agreement with Skagit County for Probation Services 2023-2025 #23-001-MCT-001

Staff Contact(s): Emily Schuh

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award

Item Summary: City staff seeks City Council consent to enter into an interlocal agreement with Skagit County to provide probation services for the City from 2023-2025.

Background: The City has had longstanding agreements with Skagit County for the provision of probation services. Probation services support the efforts of the municipal court to ensure compliance with sentences. Every time a defendant is sentenced to a charge that includes treatment as a condition of their sentence (alcohol/DV/drugs/mental health), they are referred to the Probation Department for monitoring of that treatment.

Key Terms:

- The term of this Agreement shall be from 1/1/2023-12/31/2025
- The Probation Department charges the City \$100 each month for each case referred while they are supervising that defendant with per defendant/case maximum of \$2,400, and a maximum of \$150 per defendant/case for pre-trial supervision.

(The City recoups the costs from the defendant when they pay their monthly court fines/probation costs.)

Budget Impact:

Bars #001.130.512.50.41 - cost will be based on supervision level and number of defendants/cases. The City recoups the costs from the defendant when they pay their monthly court fines/probation costs.

Previous Action:

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperative Agreement 23-001-MCT-001 between the City of Anacortes and Skagit County for 2023-2025 Probation Services.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 23-001-MCT-001

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF ANACORTES

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

1. PURPOSE: The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of probation services to the City. Skagit County has a Probation Department capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Probation Department has provided probation services to the City in past years based on its' participation in the consolidated district/municipal court judicial services plan. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of probation services.

2. RESPONSIBILITIES: The County shall provide the following probation services for the City in consideration of time and effort as follows:

Active/full probation services, pre-trial monitoring, monitoring of treatment and community-based support group attendance, deferred prosecution requirements, pre/post-sentence investigations, assistance with connecting clients with support and community-based programming and collection of restitution and/or monitoring of prohibitions.

The County shall provide such services upon referral from the City and according to the direction of the City's Municipal Court.

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2023 through December 31, 2025.

If the agreement is not renewed, the County will provide the City with the following transition services:

(a) For previously initiated probation services that can be completed by April 1, 2023, the County will complete the service.

(b) For previously initiated probation services that cannot be completed by April 1, 2023, the County will provide the City a complete copy of the probation file and a summary of actions taken to-date, upcoming hearings, and other information that would assist the new service provider in quickly completing the transition cycle.

4. MANNER OF FINANCING: The City shall compensate the County one hundred dollars (\$100.00) for each month said defendant is on active supervision (meaning the supervision has not been terminated by order of the court) to a maximum of \$2400 per defendant/case. In cases involving pre-sentence supervision, supervision of mandatory community service or determination of restitution, the maximum per defendant/case shall be \$150. The County will bill the City quarterly. Payment by the City will be made within thirty days from date of billing notice. The County Probation Department will employ a probation fee reduction, or full waiver of fees, process for those clients that cannot meet their probation fee obligation. In no circumstance can community service be substituted for payment toward probation fees.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under 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 District Court Probation Director, James M. Malcolm Jr.

5.2 The City's representative shall be Court Administrator, Rebecca Welch.

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

7. INDEMNIFICATION: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, elected officials, volunteers or employees to the fullest extent required by the law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the City and Skagit County, damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement.

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

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

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

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

FOR CITY OF ANACORTES:

MATT MILLER, MAYOR

(Date _____)

Mailing Address:
City of Anacortes
904 6th Street
P O Box 547
Anacortes WA 98221

DATED this _____ day of _____, 2022.

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

Lisa Janicki, Chair

Ron Wesen, Commissioner

Attest:

Peter Browning, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Stonson, Presiding
Department Head *Judge*

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Interlocal Agreement
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City Council Agenda Bill

Meeting Date: September 19, 2022

Agenda Item: 5.f.

Agenda Item Title: Interlocal Agreement with Skagit County for the Community Court Program 2023-2025 #23-002-MCT-001

Staff Contact(s): Emily Schuh

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award

Item Summary: City staff seeks approval to execute Interlocal Cooperative Agreement 23-002-MCT-001 with Skagit County, under which the Community Court Program will be performed at the Anacortes Municipal Court.

Background: The City of Anacortes contracts with Skagit County District Court for Judicial Services. The Anacortes Municipal Court is responsible for processing infractions and citations in violation of city ordinances and state statutes issued by the Anacortes Police Department and has a duty to set cases for Arraignments, Hearings, Probation Revocations, & Trials.

Community Court is a non-traditional system that works to address the root cause giving rise to the criminal behavior. It seeks to address crimes of poverty, mental health and substance abuse related violations of law such as non-violent misdemeanor offenses, theft, trespass, pedestrian interference, use of paraphernalia, and disorderly conduct. Defendants are linked to services and resources at their first court hearing to address the issues leading to the behavior.

Other communities which have created community courts have experienced reduced incarceration rates, lower crime rates, lower level intervention before low level offenders get felony charges, safer communities and the ability improve the lives of those affected by poverty, homelessness, and the opioid epidemic.

Key Terms:

- The City will pay the County \$650.00 per month for up to two dockets per month.
- The term of this Agreement shall be from March 1, 2023 through December 31,

2025.

Budget Impact:

Contractor	Skagit County
Agreement Amount	\$22,100.00
BARS #	001.130.512.50.41
Budget Amendment Required?	No
Start Date	03/01/2023
End Date	12/31/2025

Previous Action:

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 23-002-MCT-001 between the City of Anacortes and Skagit County.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 23-002-MCT-001

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF ANACORTES

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

1. **PURPOSE:** The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of District Court Community Court services to the City. Skagit County has a Community Court Program capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Community Court Program has provided Community Court services to the City since January 1, 2021, in a pilot program role. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of Community Court services.

2. **RESPONSIBILITIES:** The County shall provide the following Community Court services for the City in consideration of time and effort as follows:

Active/full Community Court services, monitoring of community court, court ordered programming, community-based support group compliance, and assistance with connecting clients with support and community-based alternatives.

The County shall provide such services upon referral from the City and according to the direction of the City's Municipal Court.

The County shall limit the number of monthly dockets to two.

3. TERM OF AGREEMENT: The term of this Agreement shall be from March 1, 2023 through December 31, 2025.

If the agreement is not renewed, the County will provide the City with the following transition services:

(a) For previously initiated community court services that can be completed by March 1, 2023, the County will complete the service.

(b) For previously initiated community court services that cannot be completed by March 1, 2023, the County will provide the City a complete copy of the community court file and a summary of actions taken to-date, upcoming hearings, and other information that would assist the new service provider in quickly completing the transition cycle.

4. MANNER OF FINANCING: The City shall compensate the County six hundred fifty dollars (\$650) per month (\$325 per docket) for two dockets. Each Community Court Docket shall be limited to 15 total clients. The County will bill the City quarterly. Payment by the City will be made within thirty days from date of billing notice.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under 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 District Court Community Court Development Coordinator, Leticia Nunez-Castro

5.2 The City's representative shall be Court Administrator, Rebecca Welch.

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

7. INDEMNIFICATION: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, elected officials, volunteers or employees to the fullest extent required by the law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the City and Skagit County, damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement.

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

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

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

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

FOR CITY OF ANACORTES:

MATT MILLER, MAYOR
(Date _____)

Mailing Address:
City of Anacortes
904 6th Street
Anacortes, WA 98221

Interlocal Agreement
Page 4 of 5

DATED this _____ day of _____, 2022.

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

Lisa Janicki, Chair

Ron Wesen, Commissioner

Peter Browning, Commissioner

Attest:

Clerk of the Board

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

Recommended:

County Administrator

Jonathan Judge
Department Head *Presiding*

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Interlocal Agreement
Page 5 of 5



City Council Agenda Bill

Meeting Date: September 19, 2022

Agenda Item: 6.a.

Agenda Item Title: Resolution 3098: Declaring an Emergency and Waiving State Competitive Bidding Requirements for the Restoration of the Tommy Thompson Trail

Staff Contact(s): JONN LUNSFORD

Approved for Submittal to Council by **Action Type**

TIFFANY MATSON

Resolution

STEVE HOGLUND

DARCY SWETNAM

Item Summary: City staff seeks City Council approval of Resolution 3098 to declare an emergency and waive state competitive bidding requirements for the Restoration of the Tommy Thompson Trail.

Background:

- RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements for public works in the event of an emergency. For purposes of RCW 39.04.280, an "emergency" is any unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.
- The City of Anacortes owns and maintains the Tommy Thompson Trail which is a 3.3 mile stretch of rails to trails project that connects downtown Anacortes along Fidalgo Bay to March's Point and serves an average of 159,000 users a year.
- On August 30, 2022, at approximately 1:45am, a fire was reported on the trestle portion of the trail. The fire damaged a section of the trestle approximately 77 feet in length leaving it structurally unsafe.
- The damage to the trail has caused a potential for bodily injury and a risk to human health. Despite fencing and other barriers created by city staff, people have tried to access the trestle creating a dangerous situation. In addition, the closure of the trail has caused cyclists who would usually use the trestle to commute across Fidalgo Bay to now ride down Fidalgo Bay Road and ride on

Highway 20 on the shoulder in the opposite direction of traffic to reach March's Point, which has created an unsafe situation for the cyclists and on coming highway motorists.

- The City Council intends to restore the damaged portion of the Tommy Thompson trestle as soon as possible for pedestrian and bicycle trail purposes.
- The restoration of the damaged portion of the Tommy Thompson Trail is "public work" as defined by RCW 39.04.010(4).

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that Resolution 3098 be approved declaring an emergency and waiving state competitive bidding requirements for the Restoration of the Tommy Thompson Trail, pursuant to RCW 39.04.280.

Alternative Actions:

Attachments (listed in order presented):

1. Resolution 3098

RESOLUTION 3098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, declaring an emergency and waiving state competitive bidding requirements for the restoration of the Tommy Thompson Trail, pursuant to RCW 39.04.280.

WHEREAS, RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements for public works in the event of an emergency. For purposes of RCW 39.04.280, an “emergency” is any unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken; and

WHEREAS, the City of Anacortes owns and maintains the Tommy Thompson Trail which is a 3.3 mile stretch of rails to trails project that connects downtown Anacortes along Fidalgo Bay to March's Point and serves an average of 159,000 users a year; and

WHEREAS, on August 30, 2022, at approximately 1:45am, a fire was reported on the trestle portion of the trail. The fire damaged a section of the trestle approximately 77 feet in length leaving it structurally unsafe; and

WHEREAS, the damage to the trail has caused a potential for bodily injury and a risk to human health. Despite fencing and other barriers created by city staff, people have tried to access the trestle creating a dangerous situation. In addition, the closure of the trail has caused cyclists who would usually use the trestle to commute across Fidalgo Bay to now ride down Fidalgo Bay Road and ride on Highway 20 on the shoulder in the opposite direction of traffic to reach March's Point, which has created an unsafe situation for the cyclists and on coming highway motorists; and

WHEREAS, the City Council intends to restore the damaged portion of the Tommy Thompson trestle as soon as possible for pedestrian and bicycle trail purposes; and

WHEREAS, the restoration of the damaged portion of the Tommy Thompson Trail is “public work” as defined by RCW 39.04.010(4).

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

Section 1. The City Council of the City of Anacortes, Washington finds that the facts set forth in the recitals of this resolution are true and that the damage to the Tommy Thompson Trail and the resulting potential for bodily injury and risk to human health constitutes an emergency under RCW 39.04.280. Pursuant to RCW 39.04.280, the City Council hereby declares and certifies that an emergency exists requiring restoration of the Tommy Thompson Trail.

Section 2. The City Council of the City of Anacortes, Washington hereby waives the bidding requirements and authorizes staff to contract without solicitation of

bids for the public work project titled Tommy Thompson Trail Restoration, and to take such actions as necessary to carry out the intent and direction of this Resolution.

Section 3. Any actions of the City or its officers prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

Section 4. This Resolution shall be in full force and effect after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 19th day of September, 2022.

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney