



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

March 18, 2019
6:00 p.m.

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Appointments to Parks and Recreation Advisory Commission: Alexander Hernandez and Christine Hansen
 - b. Oath of Office: Police Officer Jordan J. Kellington
 - c. Community Appreciation: Transpac Marinas Inc.
 - d. Skagit County Law & Justice Council
 - e. Public Works Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of March 11, 2019
 - b. Approval of Claims in the amount of: \$403,944.88
 - c. Interlocal Agreement 280: Skagit County Multiple Agency Response Team (SMART)
 - d. Contract Award: 19-061-ERR-001 Police Tahoe K9 Unit Purchase
 - e. Ordinance 3036: Municipal Code Chapter 1.30, Contracting
6. **Public Hearings**
7. **Other Business**
 - a. * Cascade Natural Gas Anacortes Bare Steel Replacement Project & Anacortes 8-in High Pressure Replacement Project Presentation (Discussion)
8. **Adjournment**

Per Resolution 1949, 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.*

The City of Anacortes encourages people with disabilities to participate in public meetings.
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 March 25, 2019

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.

March 25, 2019

- Contract Amendment: Anacortes Senior Activity Center Foundation 18-109-SEN-001
- 2019 CDBG Action Plan Review (Discussion)
- Public Hearing: Ordinance 3030: Fire Impact Fees (Discussion/Possible Action)
- City Council Candidate Presentations (Discussion)
- Executive Session (20 Minutes) : Review Qualifications of City Council Candidates per RCW 42.30.110(h)

April 1, 2019

*Special Meeting: ***** 6 p.m. Executive Session to Review qualifications of City Council Candidates (20*

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

April 8, 2019

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

April 15, 2019

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

April 22, 2019

- 2019 CDBG Action Plan Review and Approval (Discussion/Possible Action)

May 6, 2019

May 13, 2019

- Closed Record Decision Hearing: Randy Click & Donna Jung Conditional Use Permit CUP-2018-0003 to permit conversion of 3 short term rentals to single-family residences along with allowing construction of a single-family residence on the vacant lot

May 20, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Mar 18, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Mar 25, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Mar 27, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Apr 1, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Apr 2, 2019, 10:00 AM, Mayor's Office, City Hall
- Port/City Liaison, Tuesday, Apr 2, 2019, 8:30 AM, Council Chambers, City Hall
- Planning, Monday, Apr 8, 2019, 5:00 PM, Main Conference Room, City Hall



City Council Memo

TO: Anacortes City Council

FROM: Laurie Gere, Mayor

STAFF: Annette Pankey

DATE: March 13, 2019

RE: Appointments to the Parks and Recreation Advisory Commission Confirmation

Summary Statement:

The following appointments to the Parks and Recreation Advisory Commission are being presented for confirmation at the regular City Council meeting on March 18, 2019. I appreciate these volunteers' willingness to serve our community. If you have any questions or feedback you wish to provide, please contact me prior to the meeting.

Parks and Recreation Advisory Commission Members Appointed by the Mayor and Confirmed by City Council

Parks and Recreation Director, Jonn Lunsford recommends that Alexander Hernandez and Christine Hansen be appointed to the Parks and Recreation Advisory Board for five-year terms ending in February 2024. I concur with Mr. Lunsford's recommendation and request confirmation of Mr. Hernandez and Ms. Hansen.

Recommended Motion: I move that the slate of appointments to the City of Anacortes Boards and Commissions, as outlined, be confirmed.

Memorandum

To: Mayor Laurie Gere	From: Jonn Lunsford
Date: February 28, 2019	Re: Parks and Recreation Advisory Commission Nominees

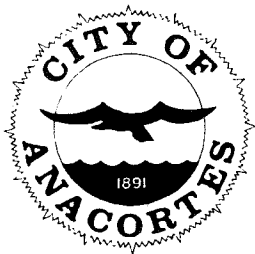
I would like to nominate two new members to the Parks and Recreation Advisory Commission.

Alexander Hernandez is an active volunteer for Parks and Recreation. He coaches soccer in our youth soccer program and volunteers with our tree planting/watering program in our parks. He is the father of two young children and he and his wife play in our Adult Recreational Softball League. He is a plumber by trade and given his experience would be a great new addition to our Parks and Recreation Advisory Commission.

Christine Hansen works as a Senior Vice President for US Bank and has an MBA from Northwestern University. She is an avid cyclist and hiker and she and her husband regularly sail and boat in the Puget Sound. She has served on Boards and Committees at Seattle University and Seattle Shakespeare Company. She too would be a welcome addition to our Parks and Recreation Advisory Commission.

Please let me know if you have any questions.

Thank you.



OATH OF OFFICE

City of Anacortes)
County of Skagit) SS
State of Washington)

I, Jordan J. Kellington, being first duly sworn, on oath, depose and say:

**That I am the person named in the foregoing certificate; that I will support the
Constitution and laws of the United States of America, the Constitution and laws of
the State of Washington, the ordinances of the City of Anacortes, and faithfully and
impartially perform my duties as Police Officer to the best of my ability, so help me
God.**

Jordan J. Kellington

Subscribed and sworn to before me this 18th day of March, 2019.

John Small, Chief

Laurie Gere, Mayor

Our mission is to maintain and improve the quality of life reflecting community expectations through a focus on public participation and employees-mayor-council teamwork.



Anacortes City Council

**Municipal Building Council Chambers
904 Sixth Street**

**March 18, 2019
6:00 p.m.**

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 1949, 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
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City Council Minutes – March 11, 2019

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of March 11, 2019 at 6:00 p.m. Councilmembers Eric Johnson, Anthony Young, Brad Adams, Bruce McDougall and Matt Miller were present. Councilmember Ryan Walters was absent. Mr. Johnson moved, seconded by Mr. McDougall, to excuse the absence of Mr. Walters who was ill. The motion carried unanimously by voice vote. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Anacortes High School Green Club & Anacortes Activist Student Union Invitation to Attend March 23 Fidalgo for the Future Event: Ally Schuh, Ben Marshall, and Jade Carter, representing the Anacortes High School Anacortes Activist Student Union, invited the public to participate in the Fidalgo for the Future event beginning at 9 a.m. on March 23, 2019 in the Anacortes High School commons. The students listed nine locations on Fidalgo Island where participants would collect trash and outlined the activities for the remainder of the day, including construction of a sculpture with waste materials collected. Their slide presentation was added to the packet materials for the meeting. Mr. Johnson invited the students to report back to Council on the amount of waste collected. Mayor Gere thanked the AASU for setting an example for the community.

Port/City Liaison Committee: Mr. Johnson reported from the committee meeting the prior week. He advised that the Olson Building had been transferred from the Port of Anacortes to the Anacortes Housing Authority, said the Council had requested quarterly reports from the committee on the implementation of the Maritime Strategic Plan, listed upcoming milestone dates for the Port's North West Basin redevelopment plan, and said Mayor Gere had reported that in the month of December for the first time online sales had generated more sales tax revenue than food and drinking establishments, traditionally a leading sales tax generator in Anacortes.

Planning Committee: Mayor Gere announced that the committee meeting normally scheduled for earlier in the evening had been cancelled so committee members could attend the Mayor's State of the City address.

Public Comment

Sarah Atwood, 1015 23rd Street, said she was a new property owner in Anacortes and that she was concerned that when someone asked for future corrections where flooding had occurred, they did not receive a response from the Public Works department. Ms. Atwood listed three locations near her property that had experienced flooding, including property owned by Mrs. Hicks, and said that to date she had received no response from staff on actions the city would take to prevent future flooding in those locations. City Attorney Darcy Swetnam interposed that Ms. Atwood represented a party who was in a dispute with the city that was being handled by WCIA and that Ms. Atwood's communication with Council on this issue was prohibited by RPC 4.2. She requested that Ms. Atwood cease her ex parte communication on the issue because the city's outside counsel for the matter was not present. Ms. Atwood objected that she was speaking as a private citizen concerned about flooding on her property and that she had requested responses before any attorneys were involved. Ms. Swetnam cautioned Ms. Atwood to avoid discussing the conflict and said that speaking on behalf of the Hicks was inappropriate. Ms. Gere advised Ms. Atwood that she would follow up with city staff.

Consent Agenda

Mr. Young removed Item 5b, Approval of Claims, from the Consent Agenda. Mr. Adams removed Item 5d, Contract Award: WAVE Direct Internet Access (DIA) Service 19-045-FBR-001, from the Consent Agenda.

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

- a. Minutes of March 4, 2019
- c. Contract Award: Emergency Management Services 19-015-IDS-001
- e. Ordinance 3035: Repealing Ordinance 2694
- f. Resolution 2037: Adopting Safety Suggestion Incentive Program for Employees

The following vouchers/checks were approved for payment:

EFT numbers: 92449 through 92498, total \$132,385.78

Check numbers: 92448 and 92499 through 92533, total \$136,237.48

Wire transfer numbers: 246022 through 246358, total \$6,714.32

- b. Approval of Claims in the amount of: \$297,492.16

Mr. Young remarked on the increase in Amazon purchases included on the weekly voucher list and challenged department heads to continue to work with their staff to purchase items locally where that can be done within reason and within the law and while responsibly spending city resources. Mr. Young moved, seconded by Mr. Johnson, to approve Consent Agenda Item 5b. The motion carried unanimously by voice vote.

- d. Contract Award: WAVE Direct Internet Access (DIA) Service 19-045-FBR-001

Mr. Adams requested additional information about this contract. Administrative Services Director Emily Schuh explained that the subject contract would connect the city's municipal broadband network to the internet at two locations, for the term specified in the contract. Mr. Adams moved, seconded by Mr. Young, to approve Consent Agenda Item 5d. Mr. Johnson asked who was tracking the expenditures for the municipal fiber project against its \$1,050,000 budget. Ms. Schuh advised that she closely monitored the expenditure reports for that BARS account. The motion carried unanimously by voice vote.

OTHER BUSINESS

Property Tax Presentation by Skagit County Assessor

Finance Director Steve Hoglund introduced Skagit County Assessor David Thomas to explain property taxation in the county. Mr. Thomas introduced Chief Deputy Assessor Annette DeVoe. He shared a slide presentation explaining the assessment of property tax in the county, referring to his packet materials for the meeting. Mr. Thomas addressed factors affecting valuation, valuation adjustments, median property prices over time, personal property valuation, tax benefit programs, and the levy process. Mr. Thomas also reviewed a number of informational tools available to the public on the Skagit County website. Mr. Thomas responded to councilmember questions about school levies, tax appeals, determination of highest and best use for parcels and how that affects their valuation, and when revisions to the development code would be reflected on individual property valuations. Mr. Thomas also addressed the questions frequently raised by citizens when overall property tax bills go up by significantly more than 1% even though the city's levy increase is only 1% per year. He explained that the other taxing districts reflected on a property owner's bill are not subject to the 1% levy lid and demonstrated that school and county taxes form the bulk of the overall property tax bill.

Mayor Gere invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Presentation: Museum Newspapers Exhibit Opening March 13

Museum Director Bret Lunsford announced the [new exhibit](#) opening at the Anacortes Museum on March 13, 2019 focused on early newspapers in Anacortes history. He invited the public to the opening reception from 4 to 6 p.m. on March 13, the 140th anniversary of the founding of Anacortes. Mr. Lunsford shared a number of entertaining examples from the historic newspapers. He said the exhibit illuminated the role of journalism in

Anacortes history and focused on the new online resource of text searchable, digitized newspapers including the *Anacortes American* from 1890 to 1922 as well as other local historic papers. Mr. Lunsford advised that the exhibit would run through the end of the year.

Mayor Gere invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Contract Award: WTP SCADA Systems Upgrade - Engineering Services Phase 1 19-031-WTR-001

Contract Award: WTP SCADA Systems Upgrade - Phase 1 Design & Installation 19-031-WTR-002

Water System Manager Jeff Marrs requested Council approval of two contracts to modify control systems at the water treatment plant. His slide presentation was added to the packet materials for the meeting. Mr. Marrs provided some background on the SCADA system that controls all critical water treatment plant operations. He then explained incidents that had exposed critical vulnerabilities in the plant's essential treatment processes. Mr. Marrs indicated that the proposed contracts would modify the SCADA system to achieve more robust, fail safe control under all operating conditions. He described the motor control equipment in some detail, then described Industrial Ethernet, the new industry standard technology that staff proposed to implement with the subject contracts. Mr. McDougall confirmed that the proposed solution was the state of the art in a number of technology sectors and was expected to remain so for some years into the future. Mr. Marrs reviewed the scope of the phased project. He explained that HDR would serve as the designer and coordinator for the project and that QCC would implement the new technology. Mr. Marrs reminded Council of the city's longstanding relationship with both firms for controls systems for the utilities. He said staff would bring future contract modifications to Council for subsequent phases, up to six total, in order to achieve the most competitive pricing. Mr. Marrs said staff expected that the first three phases would solve the bulk of the critical equipment needs and were expected to complete by the end of the year. He recommended approval of the contracts presented. Mr. Marrs responded to councilmember questions about the roles of the two contractors and whether the transition to Industrial Ethernet might achieve some cost savings.

Mr. Miller moved, seconded by Mr. Johnson, to authorize the Mayor to sign contract 19-031-WTR-002 with Quality Controls Corporation in the amount of \$160,129.73 to perform the WTP Controls Modifications Project – Phase 1 Design and Installation. Vote: Ayes – Young, Adams, McDougall, Miller and Johnson. Motion carried.

Mr. Johnson moved, seconded by Mr. Adams, to authorize the Mayor to sign contract 19-031-WTR-001 with HDR Engineering, Inc. in the amount of \$47,000.00 to perform the WTP Controls Modifications Project - Engineering. Vote: Ayes – Adams, McDougall, Miller, Johnson and Young. Motion carried.

Contract Modification: Library Generator Electrical 18-096-FAC-002

Public Works Director Fred Buckenmeyer advised that PSE was requiring a modification to the generator's connection to the library, as outlined in the agenda bill. He recommended approving the contract with VECA Electric. Mr. Buckenmeyer indicated that VECA was somewhat surprised by the requirement based on past installations at other sites but that in this instance PSE was requiring the connection addressed by the modification. Mr. Adams moved, seconded by Mr. Johnson, to approve the contract modification for the library generator electrical. Mr. Young asked to go on record as struggling to accept a 50% increase over the original contract amount. Vote: Ayes – McDougall, Miller, Johnson, Young and Adams. Motion carried.

Presentation: 2019 Stormwater Management Program Plan

Mr. Buckenmeyer introduced Diane Hennebert, NPDES Program Manager, who joined city staff in late 2018. Mr. Buckenmeyer advised that the city's NPDES permit requires it to submit two documents to the Department of Ecology each March, an annual report on the year concluded and a stormwater management plan for the year ahead. Ms. Hennebert presented the city's Stormwater Management Program Plan for 2019, referring to her slide presentation which was added to the packet materials for the meeting. She provided an overview of the

NPDES permitting process in Washington State, then described in some detail each of the elements of the permit and the city's actions to comply with the permit requirements: Public Education and Outreach; Public Involvement and Participation; Illicit Discharge Detection and Elimination (IDDE); Controlling Runoff from New Development, Redevelopment and Construction Sites; Municipal Operations and Maintenance; Monitoring and Assessment; and two new requirements proposed for the 2019 permit, Comprehensive Stormwater Planning and the Source Control Program. In response to councilmember questions, Ms. Hennebert elaborated on how calls to the IDDE hotline were responded to, 24/7/365. She added that all such calls and their responses are part of the city's annual report which is available to the public. Mr. Buckenmeyer expressed the city's pride in its stormwater program and in the work of Ms. Hennebert and staff throughout the city to continue the city's compliance with its NPDES permit. Mr. Young confirmed with Mr. Buckenmeyer that city staff provide responses to all citizens who report service issues, for stormwater issues and all other types of requests as well.

Mayor Gere invited members of the audience to comment on this agenda item.

Jason Hicks, 2400 24th Court, observed that the 2019 plan included street sweeping and said some places in the city cannot be swept effectively because of junk vehicles parked along the roadway. Mr. Hicks asked if the existing AMC provided a mechanism for removing or tagging such cars to allow effective street sweeping. Mr. Hicks also said that many existing developments were not Low Impact Developments and that some older private developments might be breaking down, resulting in a breakdown of the overall stormwater system. He asked if there was a process for pre-LID private developments that were not being maintained. He asked staff to look into that.

In response, Mr. Buckenmeyer and Ms. Swetnam explained the parking code that limits on street parking to 72 hours and allows citations for violations. Mr. Buckenmeyer added that staff had worked with the Anacortes Police Department to remove three abandoned vehicles in the past year.

Jan Hersey, 3153 Biz Point Road, speaking as a member of the Fidalgo Bay Aquatic Reserve Citizen Stewardship Committee, noted that the Reserve is one of 8 areas of environmental significance in the state. She described the monitoring, surveys and community outreach and education performed by the committee in service of the health of the Reserve. Ms. Hersey cautioned that the condition of the water was not as pretty as it appeared from the surface. She said the committee had met with Ms. Hennebert and was very proud to have her on staff. Ms. Hersey offered the committee's support to the city's stormwater efforts but also asked the city to stringently enforce all regulations that exist.

Sarah Atwood, 1015 23rd Street, said the new Anacortes plan seemed to closely parallel the City of Tacoma's plan but that the Anacortes 2017 plan was wonderful because it gave specifics on erosion, flooding, cost to work on specific basins, and so on which educated the community about work that would be pursued in the future. Ms. Atwood said she did not see any proposed solutions or estimated cost to address known problems in the draft 2019 plan. Mr. Young asked Mr. Buckenmeyer to respond. Mr. Buckenmeyer suggested that Ms. Atwood might be confusing the Stormwater *Comprehensive* Plan with the 2019 Stormwater Management Program Plan currently under discussion. Ms. Atwood said Provision S.5.A.1 invited a listing of specific planned activities for the upcoming year and she did not see that in the draft plan. Mayor Gere said staff would look into that matter.

No one else present wished to address the Council on this topic.

At approximately 7:53 p.m. Mayor Gere called a five-minute recess. At approximately 7:57 p.m. the mayor called the meeting back to order.

Ordinance 3036: Municipal Code Chapter 1.30, Contracting and Resolution 2030: Purchasing Policy

City Attorney Darcy Swetnam continued the discussion of these topics which had last been considered by Council at its March 4, 2019 meeting. Her slide presentation was added to the packet materials for the meeting.

Ms. Swetnam noted that draft Ordinance 3036 presented for consideration and possible action maintained the mayor's contract authority at \$30K. She displayed a comparison of contracting authority limits at fourteen other cities, noting the wide variance in the sample. Ms. Swetnam reiterated that the mayor's contract authority was a policy decision that was Council's to make and observed that raising the limit to \$40K or \$50k would not be unreasonable based on the range at other jurisdictions and the size of the city's utility contracts. Councilmembers and Mayor Gere discussed the appropriate authority limit at some length, including contemplation of setting different limits for different types of contracts. Councilmembers questioned the mayor about contracts for which scheduling Council action might have resulted in added cost or delay to the work. Ms. Swetnam reviewed Section 1.30.040 in draft Ordinance 3036, which had been revised following councilmember input at the March 4 meeting. She also clarified that the revised draft Ordinance applied the same contract authority limit to all contracts for goods or services. Mr. Young confirmed that Council would still be presented with the entire voucher list each week. Ms. Swetnam noted that all city contracts were now posted on the city's electronic document portal for easy access by the public.

Mr. Johnson moved, seconded by Mr. Adams, to adopt Ordinance 3036 and Resolution 2030, amended to change the mayor's contracting authority to \$45,000 throughout both documents. Vote: Ayes – Miller, Johnson, Young, Adams and McDougall. Motion carried.

Mr. Young reiterated his suggestion from the February 19, 2019 meeting that purchasing be allowed from the EDASC contractor list. Ms. Swetnam explained that the city's use of the MRSC vendor roster and small works roster required authorization by resolution but said contracting staff would be happy to assist EDASC to get contractors on its list enrolled on the MRSC rosters so they could reach an even wider audience.

Ordinance 3030: Fire Impact Fees

Fire Chief Dave Oliveri resumed the discussion of fire impact fees most recently addressed at the February 19, 2019 City Council meeting. He recalled that at that meeting Council had asked staff to investigate two changes to the proposed impact fee structure: changing the formula for residential fire impact fees to vary with square footage of the residence and adding additional categories of commercial structures. The Chief said Council had also asked for the code citations allowing exemption from fire impact fees for sprinklered buildings. He advised that AMC 3.93.030.D.3 allowed single family residences exemption from the non-EMS portion of fire impact fees if a residential sprinkler system was installed.

Chief Oliveri reported that staff had met with Berk Associates subsequent to the February 19, 2019 City Council meeting and had identified six commercial categories that would provide a better breakdown for the application of fire impact fees. Berk estimated consulting fees of \$2,000-\$2,500 to update their study to arrive at impact fees for those six categories. Chief Oliveri said that arriving at a SF-based fire impact fee for residential structures would be significantly more complicated, more time consuming and more costly, estimating consulting costs of \$5,000 on the low end, on top of the \$19K already spent for the Berk study. Chief Oliveri added that the calculations based on SF could arrive at an impact fee structure that would collect less revenue for the department than the structure proposed. Councilmembers questioned Chief Oliveri about possible means of arriving at a SF-based fire impact fee for less cost. The Chief cited the very complicated formulas required to develop impact fees in compliance with state law. He also urged Council to put revised impact fees in place before the development regulations updates were complete as construction on available lots was expected to increase at that time. After continued discussion of these topics, Mayor Gere summarized the consensus among the councilmembers present to have staff work with Berk to develop revised commercial fire impact fees based on six commercial categories but not to pursue revising the residential impact fee calculations, then bring the matter back to Council for consideration and possible action in the near future.

There being no further business, at approximately 8:48 p.m. the Anacortes City Council meeting of March 11, 2019 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 March 18, 2019 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
246791	12/31/2018	10164940	SCHULMEYER, MICHAEL	REFUND BOAT LOT PARKING PASS	\$ 134.00	parks
246334	12/31/2018	11409	STURDY ENGINEERING CORPORATION	WWTP INCINERATOR EXHAUST SCRUBBER PLATFORM - MOD 01 PAYMENT	\$ 500.00	dwwtp
246207	1/21/2019	210204	SEAWESTERN, INC.	AIR ANALYSIS FOR SCBA COMPRESSOR	\$ 131.00	medic
246560	2/1/2019	190-1840-00	CITY OF ANACORTES	UTILITY BILL FOR WWTP 1/1-1/31/19	\$ 4,385.18	dwwtp
246775	2/1/2019	052-0010-00	CITY OF ANACORTES	UTILITY BILLING 2201 37TH ST 1/1-1/31/19	\$ 2,541.67	dshop
246562	2/1/2019	1268326	SURETY PEST CONTROL	GUTTERS CLEANED AT 29-2	\$ 141.05	medic
246356	2/2/2019	01-21935	CUMMINS, INC.	REPAIRS TO GENERATOR- #7-902	\$ 2,933.21	dshop
246447	2/8/2019	001-425383	PISTON SERVICE OF ANACORTES	WINDSHIELD WIPERS- VEH #222	\$ 5.98	dshop
246227	2/8/2019	210694	SEAWESTERN, INC.	1 SET OF PPE	\$ 2,362.42	medic
246564	2/12/2019	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 1/12 - 12/11	\$ 242.11	medic
246230	2/13/2019	210721	SEAWESTERN, INC.	CAIRNS 660 HELMET	\$ 270.38	medic
246208	2/15/2019	210760	SEAWESTERN, INC.	8 SETS PPE	\$ 19,006.12	medic
246544	2/18/2019	WABUR209156	FASTENAL COMPANY	NITRILE GLOVES L X 12	\$ 45.44	dwtp
246545	2/18/2019	WABUR209607	FASTENAL COMPANY	NITRALE GLOVES S X 3	\$ 15.95	dwtp
246656	2/18/2019	1200174188	HDR ENGINEERING, INC	WTP CHLORINE CONVERSION PROJECT - 12/30/18-2/2/19	\$ 4,679.58	pw1
246330	2/20/2019	3102	NW CLEANERS	JANITORIAL SERVICES AT THE WTP - FEB 2019	\$ 988.00	dwtp
246539	2/20/2019	12410069	WILBUR-ELLIS COMPANY, LLC	16-0-9 & 8-2-4 & 25-5-5 FERTILIZERS	\$ 3,284.95	parks
246765	2/21/2019	1151435	SKAGIT PUBLISHING LLC	JOB POSTING ANNOUNCEMENT, RECREATION COORDINATOR	\$ 796.83	hr
246352	2/22/2019	E19024P	ELEMENTAL AIR, LLC	WWTP AIR EMISSION TESTING SERVICES	\$ 11,800.00	dwwtp
246759	2/22/2019	012039308	GALLS, LLC.	UNIFORM SWEATER RETURNED - CREDIT TO FOLLOW	\$ 66.18	apd
246456	2/25/2019	36929	PROFORCE LAW ENFORCEMENT	TASER BATTERIES	\$ 296.08	apd
246532	2/26/2019	310017	DEPT OF LABOR & INDUSTRIES	BOILER/PRESURE INSPECTION	\$ 313.93	dwtp
246782	2/26/2019	5004787938	FERRELLGAS, LP	FEBRUARY PROPANE INVOICE - AUTOGAS ACCOUNT	\$ 671.78	finance
246328	2/26/2019	1200175901	HDR ENGINEERING, INC	SKAGIT RIVER 42" WATER LINE PROJECT - PHASE 1 - 1/1/19-2/8/19	\$ 48,374.43	pw1
246466	2/26/2019	001-426568	PISTON SERVICE OF ANACORTES	OXYGEN FOR WELDING	\$ 72.85	parks
246529	2/26/2019	9825042888	VERIZON WIRELESS	WTP SCADA MODEM 1/27-2/26/19	\$ 504.67	dwtp
246751	2/27/2019	AN 64603	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE SUPPLY	\$ 110.39	medic
246349	2/27/2019	179896	SKAGIT FARMERS SUPPLY	ETHANOL FREE UNLEADED	\$ 46.27	dwtp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
246459	2/28/2019	270974	A WORKSAFE SERVICE INC	PRE-EMPLOYMENT DRUG SCREEN	\$ 55.00	apd
246745	2/28/2019	249	BOYS & GIRLS CLUBS	FEBRUARY - LUNCH PROGRAM SERVICE PROVISION	\$ 520.00	finance
246766	2/28/2019	178	BUBBA SUDZ CAR WASH, INC.	FEBRUARY CAR WASHES- 4	\$ 36.00	dshop
246546	2/28/2019	11359425	HACH COMPANY	FLUORIDE REAGENT ACCUVAC AMPULES X 20	\$ 889.17	dwtpt
246547	2/28/2019	11360679	HACH COMPANY	PH ELECTRODE STORAGE SOLUTION	\$ 53.79	dwtpt
246548	2/28/2019	11359259	HACH COMPANY	TITRATOR HARDNESS STANDARD	\$ 79.26	dwtpt
246643	2/28/2019	260887	L.N. CURTIS & SONS	5 PAILS EA CLASS A & CLASS B FOAM	\$ 1,372.93	medic
246473	2/28/2019	78859	LAKESIDE INDUSTRIES, INC.	MATERIALS FOR DOG PARK	\$ 81.51	parks
246764	2/28/2019	4513972	LANGUAGE LINE SERVICES	TELEPHONE INTERPRETER FEE FOR COURT ROOM	\$ 4.53	court
246553	2/28/2019	3091892103	LEXISNEXIS	LEXIS NEXIS ON-LINE LEGAL RESEARCH	\$ 324.42	legal
246769	2/28/2019	10185398	NAVIA BENEFIT SOLUTIONS, INC	FEBRUARY, FLEXIBLE SPENDING PARTICIPANT FEE	\$ 107.90	hr
246797	2/28/2019	0000648560	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY	\$ 358.15	publib
246771	2/28/2019	16101	ORCA INFORMATION, INC	BACKGROUND CHECKS	\$ 299.00	hr
246768	2/28/2019	27025	PACIFIC SECURITY	GUARD SECURITY SERVICE FOR COURT DAYS	\$ 557.20	court
246444	2/28/2019	7426	PETDATA, INC	PETDATA LICENSING FEES FEBRUARY	\$ 328.00	finance
246657	2/28/2019	1205	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - FEBRUARY 2019	\$ 1,289.44	pw1
246467	2/28/2019	1266832	SURETY PEST CONTROL	CITY HALL PEST CONTROL	\$ 43.40	pwfac
246475	2/28/2019	114-8134139	UNITED SITE SERVICES, INC	FEBRUARY - WASH. PARK LOOP 1	\$ 47.89	parks
246476	2/28/2019	114-8134140	UNITED SITE SERVICES, INC	FEBRUARY 2019 - ACE OF HEARTS DOG PARK	\$ 63.86	parks
246477	2/28/2019	114-8134177	UNITED SITE SERVICES, INC	FEBRUARY 2019 - WASH. PARK LOOP 2	\$ 62.00	parks
246478	2/28/2019	114-8134221	UNITED SITE SERVICES, INC	FEBRUARY 2019 - GCT EDWARDS WAY	\$ 82.73	parks
246479	2/28/2019	114-8134268	UNITED SITE SERVICES, INC	FEBRUARY 2019 - WASH PARK PLAYGROUND	\$ 82.73	parks
246649	2/28/2019	114-8134288	UNITED SITE SERVICES, INC	2100 PENNSYLVANIA AVE PORTA-POTTIE RENTAL 2/1-2/28	\$ 139.60	dwtpt
246646	2/28/2019	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 2/1/2019 - 2/28/2019	\$ 67.00	finance
246332	2/28/2019	825752	USA BLUE BOOK	PH STORAGE SOLUTION	\$ 110.26	dwtpt
246787	2/28/2019	9825087289	VERIZON WIRELESS	CITY CELL PHONES 1/29-02/28/2019	\$ 10,441.17	finance
246658	2/28/2019	206286	WIDENER & ASSOCIATES	SK RIVER 42" WATER LINE - DESIGN ASSISTANCE & PERMITTING - FEB 2019	\$ 1,843.20	pw1
246460	3/1/2019	249233	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; FEBRUARY 2019	\$ 517.50	apd
246762	3/1/2019	1801	AV CAPTURE ALL INC.	JUDICIAL RECORDING APPLICATION ANNUAL FEE	\$ 1,288.98	court
246760	3/1/2019	421	BLUE COW CARWASH	JANUARY/FEBRUARY CAR WASHES- 21	\$ 219.99	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
246565	3/1/2019	190-1840-00	CITY OF ANACORTES	UTILITY BILLING FOR WWTP 2/1-2/28/19	\$ 4,265.64	dwwtp
246773	3/1/2019	052-0010-00	CITY OF ANACORTES	UTILITY BILLING FOR 2201 37TH ST 2/1-2/28/19	\$ 1,216.26	dshop
246638	3/1/2019	CD201911962	ENVIROTECH SERVICES, INC	LIQUID DI-ICIER CALCIUM CHLORIDE	\$ 7,051.90	dshop
246752	3/1/2019	RI03980270	FRANCOTYP-POSTALIA, INC	MAILING MACHINE QUARTERLY RENTAL 3/1-5/31/19	\$ 130.07	finance
246557	3/1/2019	360-293-0045-0223175	FRONTIER COMMUNICATIONS	BACK UP LINES - 29-1: 3/1 - 3/31	\$ 153.08	medic
246549	3/1/2019	APD	ISLAND HOSPITAL	PRE-EMPLOYMENT DRUG SCREEN 2/1-2/28/19	\$ 29.00	apd
246519	3/1/2019	530	PORT OF ANACORTES	MOORAGE QD13, 23, 27 - MARCH 2019	\$ 103.89	parks
246520	3/1/2019	983	PORT OF ANACORTES	MOORAGE FOR QD-19 - MARCH 2019	\$ 34.97	parks
246521	3/1/2019	984	PORT OF ANACORTES	MOORAGE FOR SPACE QD-24-MARCH 2019	\$ 34.97	parks
246523	3/1/2019	986	PORT OF ANACORTES	MOORAGE FOR SPACE QD-22	\$ 34.97	parks
246524	3/1/2019	987	PORT OF ANACORTES	MOORAGE SPACE FOR QD-20	\$ 34.97	parks
246525	3/1/2019	989	PORT OF ANACORTES	MOORAGE SPACE FOR QD-25-MARCH 2019	\$ 33.95	parks
246526	3/1/2019	8292	PORT OF ANACORTES	MOORAGE FOR SPACE QD-O1A - MARCH 2019	\$ 66.80	parks
246469	3/1/2019	300000325005	PUGET SOUND ENERGY INC	SS 17TH ST BTWN Q & COMM; 1417 38TH ST 1/6-2/5/19	\$ 92.16	dshop
246470	3/1/2019	300000006951	PUGET SOUND ENERGY INC	310 HADDON, ROCKRIDGE, 1220 10TH, COMMERCIAL AVE 1/29-2/27/19	\$ 63.08	dshop
246528	3/1/2019	200012505505	PUGET SOUND ENERGY INC	WTP 2/1-2/28/19	\$ 66,248.48	dwwtp
246559	3/1/2019	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS 1/1-1/30/2019	\$ 18,603.21	dshop
246794	3/1/2019	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 1/6 - 2/5/19	\$ 1,521.83	publib
246795	3/1/2019	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 1/31-3/1/19	\$ 21.02	publib
246796	3/1/2019	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 1/31 - 3/1/19	\$ 6.66	publib
246331	3/1/2019	P0001-27	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - PS3 RADAR: MICROPILOT FMR20	\$ 1,456.07	dwwtp
246333	3/1/2019	P0001-26	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - 1/24/19-2/25/19	\$ 3,183.75	dwwtp
246452	3/1/2019	21900638	QUALIFICATION TARGETS INC	TARGETS FOR TRAINING AT RANGE	\$ 300.07	apd
246556	3/1/2019	3004468285	THYSSENKRUPP ELEVATOR CORP	MAINTENANCE CONTRACT: 3/1 - 5/31	\$ 618.49	medic
246555	3/1/2019	1390149-0043-8	WASTE MANAGEMENT	FEBRUARY 2019 CONTRACTED SERVICES	\$ 108,828.18	finance
246453	3/2/2019	00005W5A83099	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 3-2-19	\$ 8.40	apd
246319	3/4/2019	19-05444	EDGE ANALYTICAL, INC	UCMR4 ANALYSIS	\$ 270.00	dwwtp
246323	3/4/2019	19-05446	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	\$ 49.00	dwwtp
246324	3/4/2019	19-06198	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	\$ 49.00	dwwtp
246530	3/4/2019	19-06993	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	\$ 49.00	dwwtp
246531	3/4/2019	19-07050	EDGE ANALYTICAL, INC	BACT T ANALYSIS FINISHED	\$ 15.00	dwwtp
246558	3/4/2019	WAANA112758	FASTENAL COMPANY	C BATTERIES	\$ 3.08	medic

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246783	3/4/2019	MV208099	MOTOR TRUCKS, INC	WATER PUMP KIT, PULLEY- VEH #203A	\$ 486.19	dshop
246450	3/4/2019	ReimbSalmon	SALMON, CRYSTAL	MEAL REIMBURSEMENT LACY TRAINING C SALMON	\$ 132.00	dwtp
246222	3/4/2019	211148	SEAWESTERN, INC.	HEADBAND LINER	\$ 55.17	medic
246225	3/4/2019	211166	SEAWESTERN, INC.	HAIX FIRE BOOTS	\$ 412.30	medic
246348	3/4/2019	820574	SKAGIT COUNTY SOLID WASTE FUND	WTP DUMP RUN	\$ 21.21	dwtp
246472	3/4/2019	190310	T-SHIRTS BY DESIGN	SUNSET LOOP RELAY RACE T SHIRTS	\$ 217.00	parks
246350	3/4/2019	71638B-X	UNDERWOOD & ASSOCIATES, LLC	WWTP RESTROOM UPGRADE - DESIGN - JAN & FEB 2019	\$ 3,705.00	pw1
246644	3/4/2019	828140	USA BLUE BOOK	HYDROCHLORIC ACID X 2	\$ 160.30	dwtp
246551	3/5/2019	253204	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 209.96	pwfac
246552	3/5/2019	252820A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 164.52	pwfac
246322	3/5/2019	V650	BLYTHE PLUMBING & HEATING, INC	WTP HVAC REPAIRS	\$ 12,226.63	dwtp
246542	3/5/2019	92588771	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 4,860.40	dwtp
246462	3/5/2019	201132096	CRIMINAL JUSTICE TRAINING	TRAINING FIREARM HANDGUN INSTRUCTOR; BUFFUM	\$ 750.00	apd
246661	3/5/2019	ReimbMiles	MILES, HEIKO	TRAVEL REIMBURSEMENT - H MILES	\$ 108.00	finance
246448	3/5/2019	0225232-IN	QUALITY CHAIN CORP	CHAINS- VEH #414	\$ 374.80	dshop
246461	3/5/2019	IngramSnug	SPELLMAN NW USERS GROUP	2019 SNUG MEMBERSHIP FEE; RECORDS SVC MNG INGRAM	\$ 100.00	apd
246750	3/5/2019	1275545	SURETY PEST CONTROL	PEST CONTROL - STA 3 TEMPORARY	\$ 200.73	medic
246303	3/5/2019	9824605111	VERIZON WIRELESS	SCADA COMMUNICATION 1/21-2/20/19	\$ 1,091.40	dwtp
246463	3/6/2019	19-05125	ASAP TOWING OF MOUNT VERNON	TOWING; APD CASE 19-A00141 (NORMAL TOW CO. NOT AVAILABLE)	\$ 345.84	apd
246449	3/6/2019	195372-5	BIRCH EQUIPMENT CO., INC	DRILL- WATER DEPT	\$ 16.28	wdist
246655	3/6/2019	608421	BRANOM INSTRUMENT CO .INC	WTP SIEMENS MAGFLO METER VERIFICATIONS	\$ 3,580.50	dwtp
246541	3/6/2019	19-07565	EDGE ANALYTICAL, INC	FLUORIDE ANALYSIS BLUE HERON	\$ 26.00	dwtp
246543	3/6/2019	WABUR209627	FASTENAL COMPANY	NITRILE GLOVES M X 10	\$ 59.57	dwtp
246533	3/6/2019	7010789	FERGUSON ENTERPRISES, INC	PIPING	\$ 69.93	dwtp
246390	3/6/2019	ReimbHenson	HENSON, MIKE	REIMBURSEMENT FOR WATER DISTRIBUTION MANAGER 2 EXAM MH	\$ 187.00	dwtp
246823	3/6/2019	1698235	MILES SAND & GRAVEL CO.	3/8" ROCK	\$ 282.10	dshop
246389	3/6/2019	PettyCashBray	PETTY CASH FUND	REIMB PETTY CASH - BRAY	\$ 41.00	finance
246446	3/6/2019	001-427250	PISTON SERVICE OF ANACORTES	WINDSHIELD WIPERS- VEH #170	\$ 23.76	dshop
246776	3/6/2019	001-427252	PISTON SERVICE OF ANACORTES	ELECTRICAL SWITCH- VEH #601	\$ 16.67	dshop
246789	3/6/2019	1153231	SKAGIT PUBLISHING LLC	PUBLISH AA-1872502 AA-1872506 AA-1873941	\$ 190.82	finance
246822	3/6/2019	1274034	SURETY PEST CONTROL	MONTHLY PEST MAINTENANCE- OPS	\$ 65.10	dshop
246224	3/6/2019	331 0450764	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 59.49	dwtp

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246517	3/6/2019	115155	VENTEK INTERNATIONAL	MONTHLY SERVER HOSTING/CARRIER SVS-WA PARK	\$ 135.00	parks
246536	3/6/2019	I19005431	WASHINGTON STATE PATROL	BACKGROUND CHECKS	\$ 48.00	hr
246455	3/7/2019	3319	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A01340	\$ 162.75	apd
246465	3/7/2019	1991144167	ARAMARK	APD NYLON MATS CLEANED	\$ 16.28	apd
246471	3/7/2019	1991144176	ARAMARK	OPS: MAT CLEANING 03/07/19	\$ 41.56	dshop
246474	3/7/2019	1991144175	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 67.29	finance
246540	3/7/2019	19-07781	EDGE ANALYTICAL, INC	TCR ANALYSIS BOOSTERS	\$ 165.00	dwwtp
246527	3/7/2019	79382452-1901078038	EMERALD RECYCLING SVCS INC	WASTE REMOVAL- SHOP	\$ 102.09	dshop
246480	3/7/2019	2018-09	HEART OF ANACORTES, LLC	2018 SUMMER CONCERT SERIES EXPENSES	\$ 4,000.00	parks
246640	3/7/2019	54363	KROESENS UNIFORMS COMPANY	5 UNIFORM BELTS	\$ 145.67	medic
246458	3/7/2019	ReimbMcDermott	MCDERMOTT, KIMBERLY	RECORDS SUPPORT STAFF SHOW ALLOWANCE; MCDERMOTT	\$ 100.00	apd
246464	3/7/2019	010134-8907	POLICEONE	POLICEONE ACADEMY FOR ANNUAL SUBSCRIPTION 5/1/19-4/30/2020	\$ 2,376.00	apd
246651	3/7/2019	200015995380	PUGET SOUND ENERGY INC	APD 2/5-3/6/19	\$ 1,829.35	apd
246742	3/7/2019	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 2/5-3/6/19	\$ 229.84	plan
246743	3/7/2019	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION 2/5-3/6/19	\$ 66.45	dshop
246774	3/7/2019	179313	SETINA MANUFACTURING CO INC	POLICE CAR SUPPLIES- VEH #040A & 041A	\$ 3,387.12	dshop
246468	3/7/2019	B09628955	SHI INTERNATIONAL CORP.	MICROSOFT WINDOWS SERVER 2019 - LICENSE	\$ 7,486.50	infosys
246451	3/7/2019	114064	WALTON BEVERAGE COMPANY, INC	OPS: BREAK ROOM SUPPLIES	\$ 175.00	dshop
246518	3/7/2019	114063	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 70.00	finance
246534	3/7/2019	114066	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 39.34	dwwtp
246457	3/7/2019	I19005871	WASHINGTON STATE PATROL	APD BACKGROUND CHECKS; FEBRUARY 2019	\$ 159.00	apd
246639	3/7/2019	1618336	WOOD'S LOGGING SUPPLY, INC	REPLACEMENT CHAINSAW CHAIN	\$ 263.56	medic
246654	3/8/2019	194986-2	BIRCH EQUIPMENT CO., INC	SCAFFOLDING FOR CAUSTIC LINE REPAIR	\$ 108.12	dwwtp
246554	3/8/2019	AR128359	ELECTRONIC BUSINESS MACHINES	COPIER LEASE FOR WWTP	\$ 222.73	dwwtp
246550	3/8/2019	012144522	GALLS, LLC.	UNIFORM BALLISTIC VEST; CSO WOLFWSINKEL	\$ 813.75	apd
246535	3/8/2019	CM2019-03	PHOTOGRAPHY BY MARK GARDNER	DADDY DAUGHTER DANCE PHOTOGRAPHER	\$ 839.79	parks
246755	3/8/2019	001-427418	PISTON SERVICE OF ANACORTES	BATTERY BOX- VEH #865	\$ 11.18	dshop
246522	3/8/2019	985	PORT OF ANACORTES	MOORAGE FOR QD-21 - MARCH 2019	\$ 34.97	parks
246561	3/9/2019	00005W5A83109	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES WEEK ENDING 3-9-19	\$ 20.86	apd
246754	3/11/2019	3229	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A01540	\$ 162.75	apd
246753	3/11/2019	1991147996	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 72.00	dwwtp
246642	3/11/2019	012156663	GALLS, LLC.	UNIFORM - EXTERNAL VEST POUCH	\$ 21.69	apd
246757	3/11/2019	001-427599	PISTON SERVICE OF ANACORTES	BOND KIT- #11974	\$ 18.71	dshop

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246747	3/11/2019	175671	SCOTT RICHARDS INSURANCE, INC	AUTO INSURANCE - ADD VEHICLE ITEM	\$ 77.00	finance
246758	3/11/2019	0237575-IN	SIRENNET.COM	DASH MOUNT EMITTER- 210A	\$ 1,416.71	dshop
246641	3/11/2019	11117	SKAGIT SHOOTING SPORTS, INC.	PRACTICE AMMO	\$ 162.21	apd
246645	3/11/2019	114080	WALTON BEVERAGE COMPANY, INC	WWTP BREAKROOM SUPPLIES	\$ 52.50	dwwtp
246652	3/11/2019	114079	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 52.50	dwwtp
246744	3/11/2019	114081	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 35.00	finance
246746	3/13/2019	114531	INTERNATIONAL ASSOCIATION OF	MEMBERSHIP: 4/1/10 - 3/31/2020	\$ 260.00	medic
246770	3/15/2019	MAR 2019	KORTERUD, WAYNE D	INDIGENT SCREENING MAR 2019	\$ 375.00	court
246317	3/15/2019	March	SKAGIT LAW GROUP PLLC	PROSECUTING ATTORNEY SERVICES MAR. 2019	\$ 6,120.00	legal
246660	3/22/2019	18-175-FAC-0011	ISLAND SASH & DOOR, INC.	RETAINAGE RELEASE	\$ 1,097.93	pw1

Total **\$403,944.88**



City Council Contract Agenda Bill

Meeting Date: 3/18/2019 **Agenda Item:** 5c

Subject: Interlocal Agreement 280 for the Skagit County Multiple Agency Response Team (SMART)

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. This interlocal expands the team to include Oak Harbor Police Department, the Island County Sheriff, and the Washington State Patrol as member agencies.

Key Terms:

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

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 280 between 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: IL280

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 offering the best opportunity for apprehension and successful prosecution; and

WHEREAS the members of the existing Skagit County Multiple Agency Response Team (hereinafter “SMART” or “Team”) propose to include the Oak Harbor Police Department, the Island County Sheriff, and the Washington State Patrol as member agencies of the Team; 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 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 convictions rates; and

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

- a) Fosters public trust by conducting professional 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 and investigative tools that small agencies may not have, provide an unbiased and competent investigation when police personnel are implicated, and take advantage of individuals possessing specialized training; and

WHEREAS the addition of the Oak Harbor Police Department, the Island County Sheriff, and the Washington State Patrol as partner agencies will further the goals set out above.

NOW THEREFORE, the parties agree as follows:

1. PURPOSE. This agreement is intended to adopt protocols for the functioning of a Skagit 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. The SMART will be activated upon the request of a Venue Agency to handle qualifying incidents including, but not limited to:

- a) Intentional and accidental officer-involved shootings, including police tactical incidents involving specialized response teams.
- b) Intentional or accidental use of any other dangerous or deadly weapon.
- c) 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.
- d) 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.
- e) Any fatal or serious injury in police custody.
- f) Any fatal or serious injury of an inmate at the Skagit County Jail that occurs as a result of the use of force by a jail employee.
- g) Vehicular collisions involving police gunfire directed at the suspect or the suspect vehicle.
- h) 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.

- i) 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.
- j) Significant criminal events that exhaust an individual agency’s resources:
 - (1) Crimes of violence such as homicide, aggravated assault, rape, arson, kidnapping, robbery or as determined by the Executive Board;
 - (2) Serial crimes involving arson, rape, robbery, burglary, etc.;
 - (3) “Crime spree” crimes with similar characteristics occurring in multiple jurisdictions; and
 - (4) 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 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 Venue Agency upon the approval by Venue Agency head.

3. SMART STRUCTURE AND DUTIES. Upon request of the Venue Agency, the SMART will assume control of an investigation into an officer-involved incident where a serious injury or fatality 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 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 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; and (5) adoption of SMART policies and procedures.

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 the Venue Agency's Chief of Police or County Sheriff it shall be deemed ineligible under this Agreement to utilize the SMART. Nothing in this Agreement shall prevent a Venue Agency from entering into agreements with any law enforcement or specialized service agency to assist or conduct such investigations.

3-2. Skagit County Prosecuting Attorney. The Skagit County Prosecuting Attorney shall be the legal advisor for the SMART.

3-3. SMART Command.

- a) **SMART Commander:** The Executive Board shall appoint a SMART Commander, a law enforcement officer of command rank 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:** The Executive Board shall also appoint an Assistant Commander, a law enforcement officer of command rank from one of the participating law enforcement agencies. To provide for an overlap of experience at the command level, the term of appointment for the initial Assistant Commander will be for one year, with two year terms used thereafter. 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. If SMART is requested to assist with an investigation that exceeds a Venue Agency's capabilities 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. In a SMART controlled investigation, the Assistant Commander shall serve as the Assistant Commander. When the Venue Agency provides the Investigation Commander, the Assistant Commander may serve as the Assistant Investigation Commander. The Assistant Investigation Commander's responsibilities, including assisting with public information, safety and security liaison duties with the Venue Agency, are provided in Attachment 4.

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. 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. VENUE AGENCY. The Venue Agency is the law enforcement department with jurisdiction over the crime or incident requiring investigation. When an 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.

5-1. 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.)

5.2. SMART Obligation to Keep Venue Agency Informed. The following shall apply to investigations in which SMART has assumed control. 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 involved 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 an administrative 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 for the Venue Agency. This meeting is intended to brief the Venue Agency's command staff and legal department on what occurred during the incident, what investigative steps were undertaken, and to answer any questions that the Venue Agency may have with regards to the investigation. The SMART Supervisor and Case Manager will be responsible for presenting the case overview.

6. REPORTS, RECORDS 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

SPILLMAN® software (“SPILLMAN”) 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 SPILLMAN to transcribe their investigator’s reports using the SMART case number.

- (2) The SMART Commander may partition the case in SPILLMAN and limit access when the narrative is sensitive and confidentiality is needed for case integrity.
- (3) The Venue Agency may use or designate a separate SPILLMAN 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 Sheriff’s deputy, records will be maintained by the Skagit County Sheriff’s Office.
 - (ii) For an Officer Involved investigation that involves a Sheriff’s deputy, records will be maintained by the SMART Commander’s agency. If the Commander is from the 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 SMART investigation required because need exceeds the Venue Agency’s resources, the Venue Agency shall be maintain reports.

b) Personnel.

- (1) Law enforcement agencies providing personnel to the SMART will track successfully completed training and make it available to the SMART Commander as requested.
- (2) 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.
- (3) Personnel may be removed from the SMART without cause by the SMART Commander or by his/her agency
- (4) 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.

c) 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. The SMART Commander will communicate any findings that involve the Venue Agency to the Venue Agency.
- (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 sub-paragraphs 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) 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 _____, 2018.

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 _____, 2018.

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 _____, 2018.

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 _____, 2018.

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 _____, 2018.

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 _____, 2018.

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 _____, 2018.

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

HELEN PRICE JOHNSON, Commissioner

JILL JOHNSON, Chair

Attest:

JANET ST. CLAIR, Commissioner

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 _____, 2018.

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

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

Recommended:

Don McDermott, Skagit County Sheriff

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

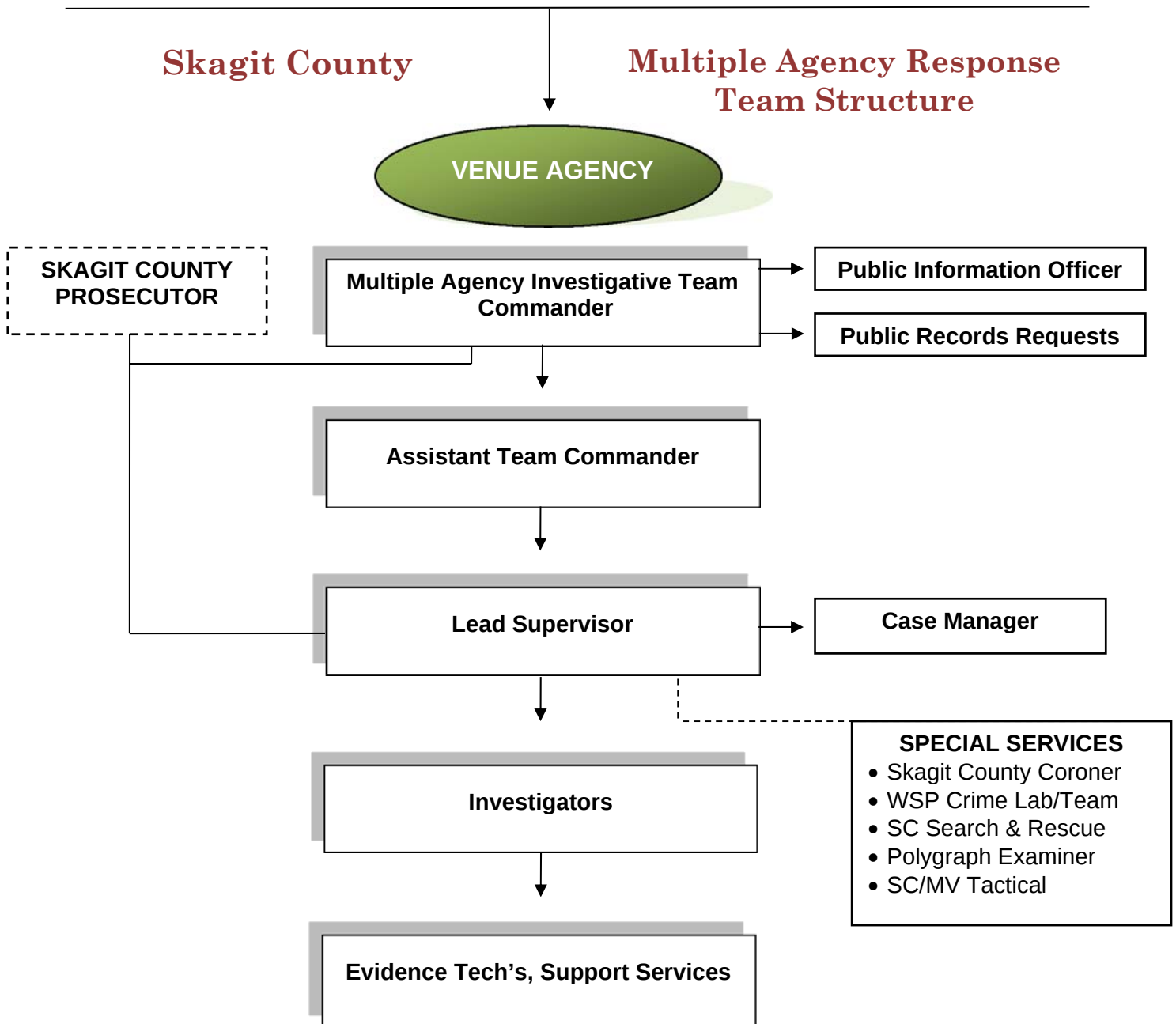
Risk Manager

Approved as to budget:

Budget & Finance Director

ATTACHMENT 1: SMART Structure

**Skagit 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. 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.
- Update training records for those assigned to SMART responsibilities annually.
- Arrange, coordinate and record all Team training and attendance.
- 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.
- 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 Venue Agency Chief, Sheriff or designee.

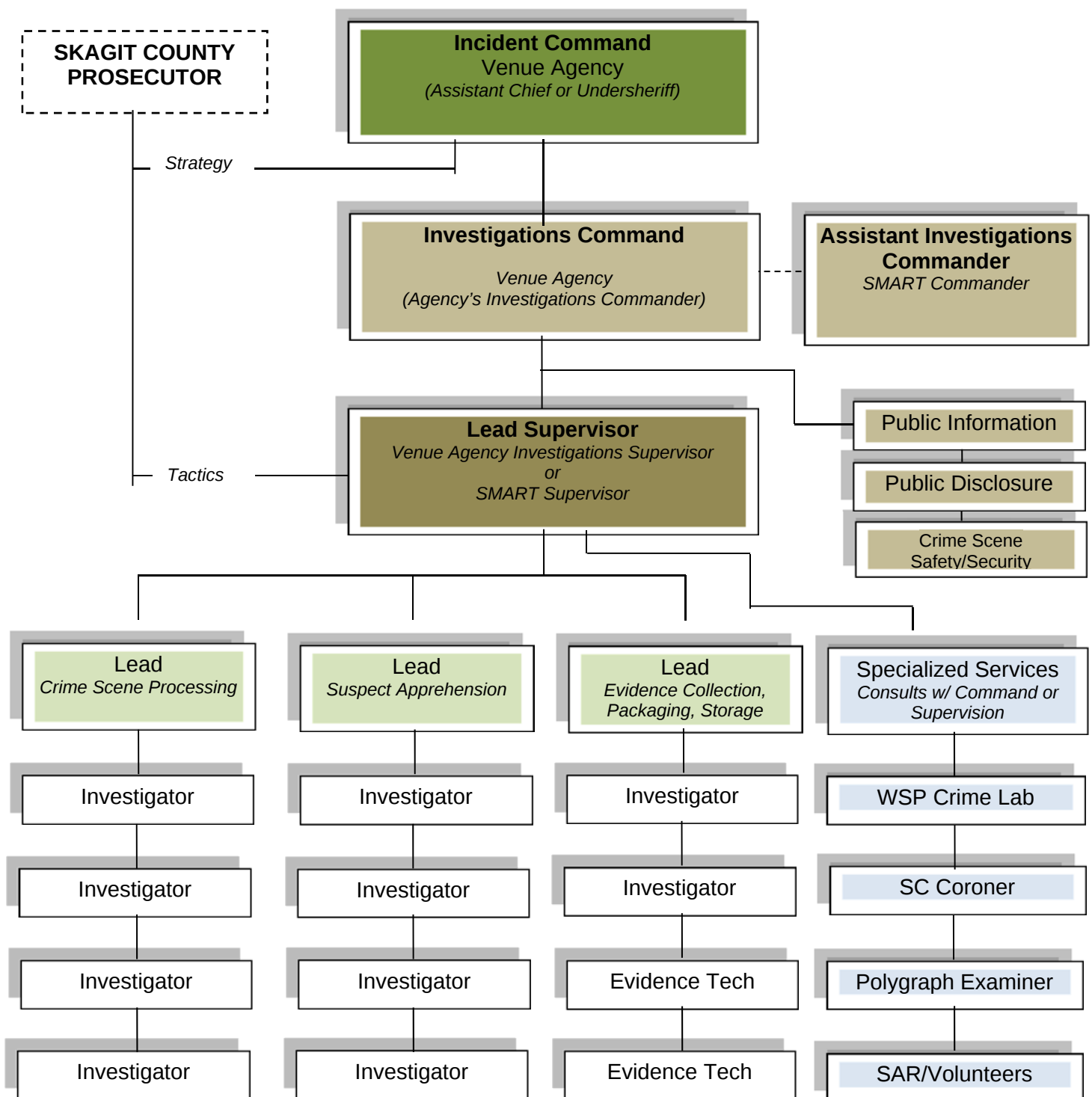
ASSISTANT SMART COMMANDER

Possesses a command level rank and is appointed by the Executive Board for a two year term. 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:

- Provide assistance to the SMART Commander as needed for administrative tasks.
- Report to the SMART Commander.
- Assist with investigative strategy development.
- Provide public information regarding the status/progress of the investigation or establish a formal Public Information Officer function.
- Conduct safety audits of the scene, personnel & methods.
- Coordinate with Venue Agency security supervisor.
- Liaison to community/business surrounding crime scene area addressing concerns, access restrictions, timelines, etc.

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



ATTACHMENT 4: Investigation Team Personnel and Responsibilities

GENERAL: Participating in the SMART is voluntary and requires approval from the member's agency and the SMART Commander.

SMART command staff, including supervisors and team leaders, and investigators, shall be a general authority Washington peace officer who either works full-time for a city or county law enforcement agency or has such status under the Tribal Police Officers Act, chapter 10.92 RCW. Individuals with part-time or prior experience working in non-investigative areas will be referred or approved between the agency head and the SMART Commander.

Participants shall acknowledge the additional workload demands and potential hazards involved with this type of assignment including, but not limited to, extended hours of work, availability for callout with little or no notice, and exposure to potential hazards at crime scenes.

The SMART Commander will review a proposed member's training, experience, and performance and may consult with team supervisors before final acceptance occurs. Work assignments will be based on the individual's investigative training and experience.

SMART COMMANDER

Maintains a command level rank and is appointed by the Executive Board for a two year term. 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.
- Update training records for those assigned to SMART responsibilities annually.
- Arrange, coordinate and record all Team training and attendance.
- Manage financial transactions/records of the Team.
- Assume Investigative Command responsibilities when requested.
- Report SMART activities to the Executive Board annually.

Investigative Command Responsibilities:

- Provide command and control for all aspects of the investigative response including situational assessment, developing investigative priorities/objectives and managing the operation.
- 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 and approve tactics to accomplish the objectives.
- Report status/progress to the Venue 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. 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:

- Provide assistance to the SMART Commander as needed for administrative tasks.
- Report to the SMART Commander.
- Assist with investigative strategy development.
- Provide public information regarding the status/progress of the investigation or establish a formal Public Information Officer function.
- Conduct safety audits of the scene, personnel & methods.
- Coordinate with Venue Agency security supervisor.
- Liaison to community/business surrounding crime scene area addressing concerns, access restrictions, timelines, etc.

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.
- 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:

- Report 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 Venue Agency.
- Review all investigator reports.
- Confirm evidence collection is accurately reported.

INVESTIGATORS & LEADS (TEMPORARY)

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

Leads, 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. Once the task is complete, Leads return to their normal assignments.

Key Responsibilities - Investigators:

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

Key Responsibilities - Leads:

- Report 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.).
- Develop investigative approaches for the specific assignment.
- Supervise all personnel and resources assigned to him/her.

- Develop timelines to accomplish assigned tasks.
- Coordinate investigative processes with specialized services (Prosecutor, Crime Lab, Coroner, etc.) within the specific task or area assigned.

EVIDENCE TECHNICIANS

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

Key Responsibilities:

- Report to the SMART Supervisor or Lead Investigator.
- Responsible for specific evidentiary collection, packaging or transport tasks.
- Establish packaging logs and appropriate audit trails for collected items.
- Assess appropriate transportation needs.
- Solve special evidence collection/packaging challenges – Haz Mat, oversized items, storage space limitations, etc.
- Work collaboratively with other investigators & personnel to accomplish tasks.
- Prepare investigative reports to document work as required.
- Report safety issues or concerns.

PUBLIC INFORMATION OFFICER (PIO)

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 ensure that all information is accurate, objective and factual and shall coordinate its release information through the SMART Commander. 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

Key Responsibilities:

- Report to the Team Commander.
- Assist 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.
- Prepare and distribute agency news releases.
- Arrange for and assist at news conferences.
- Coordinate and authorize the release of information about victims, witnesses, and suspects.
- Coordinate and authorize the release of information.

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
- Reid Technique of 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 Reid 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.



City Council Contract Agenda Bill

Meeting Date: 3/18/2019 **Agenda Item:** 5d

Subject: Contract Award – Police Tahoe K9 Unit Purchase 19-061-ERR-001

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$47,193.02 to Bud Clary Chevrolet to purchase one 2019 Chevrolet Tahoe Police Pursuit Vehicle for the K9 Unit.

Background:

1. **History:** The Purchase of this new Police Tahoe is to replace car #029A the 2015 Police Tahoe that was involved in a hit and run accident on SR20 that left our vehicle totaled. We have received an insurance payout of about \$35,000 that will be used to partially fund this purchase the remaining balance will come from the Fleet replacement fund that was kept for car #029A. If we are not able to submit a PO for this purchase by 3-21-2019 we will not be able to order a replacement until next year as that is the order cutoff date for the year.
2. **Key Terms:**
 - Contract is for a total fixed price of \$47,193.02.
3. **Competitive Bidding:** The City has a cooperative purchasing agreement with the State of Washington and is procuring this vehicle through Washington State contract 05916.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 19-061-ERR-001 with Bud Clary Chevrolet in the amount of \$47,193.02 to purchase one 2019 Chevrolet Tahoe Police Pursuit Vehicle for the K9 Unit.

Alternative Actions: N/A

Attachments: Contract 19-061-ERR-001

Contractor	Bud Clary Chevrolet
Contract Amount	\$47,193.02
Earmarked Funds	none
BARS #	501.790.594.48.60
Budget Amendment Required?	No



City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221

PURCHASE ORDER 19-061-ERR-001

VENDOR: Bud Clary Chevrolet
PO Box 127
Longview, WA 98632

Vendor Number: 04908
Contact: Becky Davis
Phone Number: 360-423-1700
Email: Becky.davis@budclary.com

Date: March 19, 2019

Contact: WiL Ludemann
Department: Public Works Department
Equipment Rental
(360) 293-1921
ludemannw@cityofanacortes.org

Ship to: City of Anacortes
Operations Division
2201A 37th Street
Anacortes, WA 98221

Requested Delivery: after 3/19/19

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	2019 Chevrolet Tahoe Police Pursuit Vehicle This Work is subject to: • State of Washington Contract Number 05916 which is incorporated by reference as Exhibit A; • and in accordance attached Exhibit B which details the special provisions applicable to this Purchase Order. The aforementioned Exhibits A and B are hereby incorporated by reference and made a part hereof.	EA	\$43,536.00	\$43,536.00
Sum Total					\$43,536.00
Sales Tax @ 8.4%					\$3,657.02
Total Price					\$47,193.02

BUD CLARY CHEVROLET

CITY OF ANACORTES

Signature

MAYOR

Date

Date



PURCHASE ORDER 19-061-ERR-001
SPECIAL PROVISIONS
EXHIBIT B

1. **Warranty.** Supplier shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Supplier expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Goods and/or Services covered in the PO. Supplier also warrants that the Goods and/or Services will conform to the Specifications, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as specified in the Specifications, whichever is later. In no event shall Supplier be allowed to disclaim or otherwise limit the express warranties set forth herein. In addition, the Supplier shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Supplier's work comply with the requirements of the PO or any other legal rights or remedies of the City.

2. **Warranty Remedies.** City shall notify Supplier if any of the Goods and/or Services fails to meet the warranties set forth above, and Supplier shall promptly correct, repair or replace such Goods and/or Services at Supplier's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Supplier. Supplier shall pay all expenses related to the return of such Goods to Supplier.

3. **Supplier Bears Risk.** The risk of loss or damage shall be borne by Supplier at all times until the Acceptance of the Goods or Services by City

4. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Supplier must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Supplier's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

5. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, PO Number and Price, or Amended Price. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Supplier within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Supplier shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

6. **Withholding Payment.** In the event the City determines that the Supplier has failed to perform any obligation under this PO within the times set forth in this PO, then the City may withhold from amounts otherwise due and payable to Supplier the amount determined by the City as necessary to cure the default, until the City Attorney determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Supplier to terminate or damages, provided that the City promptly gives notice in writing to the Supplier of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Supplier of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Supplier acts within the times and in strict accord with the provisions of the Disputes clause of this PO. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the PO, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Supplier, (3) to set off any amount so paid or incurred from amounts due to become due the Supplier. In the event the Supplier obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Supplier by reason of good faith withholding by the City under this clause.

7. **Final Payment: Waiver Of Claim** the Supplier's acceptance of final payment shall constitute a waiver of claims, except those previously and properly made and identified by the Supplier as unsettled at the time request for final payment is made.

8. **Defense and Indemnity.** The Supplier shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of the PO, except for injuries and damages caused by the sole negligence of the City.

9. **Inspection.**

A. **Of the Work**

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the PO shall at all times have access to the work wherever it is in progress or being performed, and the Supplier shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Supplier of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the PO. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. **Project Manager's Authority**

The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Supplier may appeal to the City Attorney whose decision shall be final. The PO shall be carried out under the general control of the representative of the City administering the PO, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Supplier shall comply with any and all orders and instructions given by the representative of the particular Department administering the PO in accordance with the terms of the PO. Nothing herein contained, however, shall be taken to relieve the Supplier of his/her obligations or responsibilities under the PO.

10. **Discrimination Prohibited.** During the performance of the PO, the Supplier and subSuppliers shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under the PO. Supplier agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

11. **Assignment/Subcontract.** Supplier shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this PO, in whole or in part, without the prior written approval of City. No such written approval shall relieve the Supplier of any obligations of this PO, and any transferee or subSupplier shall be considered the agent of the Supplier. Supplier shall remain liable as between the original parties to this PO as if no such assignment had occurred.

12. **Supplier is an Independent Supplier.** The parties intend that an independent Supplier relationship will be created by this PO. No agent, employee or representative of the Supplier shall be deemed to be an agent, employee or representative of the City for any purpose. Supplier shall be solely responsible for all acts of its agents, employees, representatives and Sub-Suppliers during the performance of this PO.

13. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this PO or out of the use of any material furnished or work or services performed hereunder, Supplier shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

14. **The City's Right to Terminate PO.**

A. **Termination for Default**

If the Supplier defaults by failing to perform any of the obligations of the PO or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Supplier in the U.S. mail, postage prepaid, terminate the PO, and at the City's option, obtain performance of the work elsewhere. If the PO is terminated for default, the Supplier shall not be entitled to receive any further payments under the PO until the Scope of Services under this PO has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Supplier. The Supplier shall bear any

extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Supplier was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience

The City may terminate the PO in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the PO is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit PO prices for completed items of work through the date of termination. An equitable adjustment in the PO price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this PO by the City at any time during the term, whether for default or convenience, shall not constitute a breach of PO by the City.

15. **Changes/Additional Work**. The City may engage Supplier to perform services in addition to those listed in this PO, and Supplier will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this PO. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Supplier to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this PO is approved in writing by both parties.

16. **Non-waiver**. Waiver by the City of any provision of this PO or any time limitation provided for in this PO shall not constitute a waiver of any other provision.

17. **Covenant Against Contingent Fees**. The Supplier warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Supplier, to solicit or secure this PO, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Supplier, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this PO. For breach or violation of this warranty, the City shall have the right to annul this PO without liability or, in its discretion to deduct from the PO price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18. Disputes

A. General

Differences between the Supplier and the City, arising under and by virtue of this PO shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The provisions of this Clause shall survive the expiration or termination of this PO.

B. Notice of Potential Claims

The Supplier shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Supplier has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Supplier believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Supplier shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. Detailed Claim

The Supplier shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Supplier has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

D. Dispute Resolution

In the event of a dispute between the City and the Supplier arising out of this PO, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Supplier to have oversight over the administration of this PO. Said representatives shall meet within thirty (30) calendar days

of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute.

In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

19. **Force Majeure.** Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this PO if and to the extent that such party's performance of this PO is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by PO modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this PO. Rights Reserved: The City reserves the right to cancel the PO and/or purchase materials, goods or services from the best available source during the time of force majeure, and Supplier shall have no recourse against the City.

20. **Governing Law.** This PO shall be governed by and construed under the laws of the State of Washington. Any action brought under the PO or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

21. **Compliance with Laws.** The Supplier in the performance of this PO shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the PO to assure quality of services.

22. **Severability.** If any term or condition of this PO or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this PO are declared severable.

23. **Survival of PO Termination.** The provisions of the following paragraphs and the liability of the Supplier for default during the term of the PO shall survive, notwithstanding the termination or invalidity of this PO for any reason: Taxes; Warranty; The City's Right to Terminate PO; Governing Law; Disputes; Defense & Indemnity.



City Council Agenda Bill

Meeting Date: 3/18/2019

Agenda Item: 5e

Subject: Contracting Ordinance 3036

Staff Contact: Darcy Swetnam

Approved for Submittal to Council by	
x	Laurie Gere, Mayor
x	Steve Hoglund, Finance Director
x	Darcy Swetnam, City Attorney

Action Type	
x	Ordinance No. 3036
	Code Revision? Yes
	Resolution No.

Summary Statement: Please see the updated version of the contract ordinance, which corrects a subsection that was inadvertently deleted during the draft process.

Background: Council adopted Ordinance 3036 on [March 11, 2019](#). After execution, it came to staff's attention that the adopted version had inadvertently deleted a subsection, indicated in italics below:

- A. The mayor is authorized to approve contracts that meet all of the following criteria:
- 1. The contract is exclusively for the City's purchase of goods or services.***
 2. The total aggregate value of the contract is less than \$45,000.
 3. The contract amount is within budget authority for the specified BARS numbers.
 4. The contract is made, and the vendor has been selected, consistent with the City's purchasing policy.
 5. The contract has been approved by the City Attorney.

Budget Impact	
Amount Budgeted	N/A

Previous Council/Committee Action: The contracting ordinance was adopted on March 11, 2019.

Competing Viewpoints Considered: N/A

Recommended Motion: I move we adopt Ordinance 3036 as amended.

Alternative Actions: N/A

Attachments (listed in order presented): Ordinance 3036

**City of Anacortes
Ordinance No. 3036**

An Ordinance of the City of Anacortes, Washington, adopting a new Chapter 1.30 in the Anacortes Municipal Code and repealing Resolutions

Whereas Resolution 1301, adopted in 1994, authorized the Mayor to execute contracts with total dollar values of less than \$5,000 without City Council approval; and

Whereas Resolution 1591, adopted in 2002, authorized the Mayor to execute Public Works contracts with total dollar values of less than \$30,000 without City Council approval; and

Whereas Resolution 1735, adopted in 2006, authorized the Mayor to execute contracts City-wide with total dollar values of less than \$30,000 without City Council approval; and

Whereas Resolution 1818, adopted in 2011, authorized the Mayor to execute contract change orders associated with the Water Treatment Plant Improvement Project with total dollar values of less than \$100,000 during the project without City Council approval;

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

Section 1. A new Chapter 1.30 is created in the Anacortes Municipal Code to read as shown in Attachment A.

Section 2. Resolutions 1301, 1591, 1735, and 1818, and the provisions of any other resolution delegating contract authority are repealed.

Section 3. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage and publication.

PASSED AND APPROVED this ____ day of _____, 2019.

CITY OF ANACORTES:

Laurie Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Attachment A
Chapter 1.30 Contracts

1.30.010 General Provisions	3
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1.30.070 Numbering, Recording, and Retention	4

Section 1.30.010 General Provisions

A. Purpose.

1. Per RCW 35A.11.010, the City's authority to contract, and be contracted with, is vested in the City Council.
2. The City Council wishes to delegate certain authority to contract to the Mayor and provide for the orderly review, presentation, and publication of City contracts.

B. Applicability

1. Generally. This Chapter applies to all contracts, as defined in this section, between the City of Anacortes and any person or entity, and amendments to contracts.
2. Exception. This Chapter does not apply to:
 - a. Any grant agreements. Any agreements for the acceptance of donations or interests in real property, which are addressed in Chapter 3.10 AMC.

C. Definitions

1. "Contract" means any agreement, written or spoken, between two or more parties that is intended to be enforceable by law, and includes, but is not limited to:
 - a. Public Works agreements;

- b. Personal services agreements;
 - c. Employment contracts;
 - d. Grant agreements;
 - e. Agreements pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34;
 - f. Leases of real property.
2. "Goods" means products, materials, supplies, or equipment.

Section 1.30.020 Form

- A. Contracts must be written in the name of the City of Anacortes and not any particular city official or department.
- B. Contracts for services must include a detailed scope of work.
- C. The City Attorney must develop form contracts to implement these requirements.

Section 1.30.030 Review

- A. All contracts must be reviewed by the following City staff members for consistency with the following criteria prior to approval:
 - 1. The City Clerk-Treasurer must determine the contract is consistent with budget provisions and City finance policies and procedures.
 - 2. The City Attorney must determine the contract is consistent with state, local, federal, and common law.
 - 3. The Department Head responsible for the agreement must determine the contract is consistent with the Department's budget, capital plan, and department objectives. If the contract is not consistent with one of the above, the Department Head must demonstrate the contract is necessary.
 - 4. The City Contract Specialist must determine the contract is consistent with City procurement and contracting policies and procedures.

Section 1.30.040 Approval by mayor.

- A. The mayor is authorized to approve contracts that meet all of the following criteria:

1. The contract is exclusively for the City's purchase of goods or services.
 2. The total aggregate value of the contract is less than \$45,000.
 3. The contract amount is within budget authority for the specified BARS numbers.
 4. The contract is made, and the vendor has been selected, consistent with the City's purchasing policy.
 5. The contract has been approved by the City Attorney.
- B. The mayor is authorized to approve modifications to contracts that meet all of the following criteria:
1. One of the following applies:
 - a. The modification, either singly or combined with all previous modifications, results in a total contract value under \$45,000.00; OR
 - b. Cost modifications for contracts with an original value between \$45,000-\$99,999 which results in a new total contract amount less than \$10,000 over the original contract amount; OR
 - c. Cost modifications for contracts with an original value \$100,000 or more which results in a new total contract amount less than 110% over the original contract amount.
 2. The modification does not modify the contract's general terms and conditions or extend the term of the contract more than one year.
 3. The modification has been approved by the City Attorney.
- C. Any contract that the mayor is not authorized to approve must be approved by the City Council.
- D. All agreements made pursuant to the Interlocal Cooperation Act at RCW 39.34 must be approved by the City Council.
- E. Any contract that includes the conveyance of a real property interest to or from the City or a lease to which the City is party with a term of one calendar year or more must be approved by the City Council.
- F. The mayor may not delegate authority to sign contracts to any other person.
- G. The City Council reserves the authority to modify this delegation of authority by resolution or motion.

Section 1.30.050 Approval by City Council

- A. Any contract to be approved by City Council must be presented in its entirety to the City Council, with all attachments.
- B. Prior to presentation to City Council, all contracts must be reviewed in accordance with Section 1.30.030.

Section 1.30.060 Ratification

Contracts executed inconsistent with this Chapter are not valid contracts unless ratified by action of the City Council.

Section 1.30.070 Numbering, Recording, and Retention

- A. The City Contract Specialist must assign every contract and modification a unique identifier. Contracts must be identified in the form YY-####-CAT-###, where YY is the two-digit year of project initiation and ### is a number with leading zeros incremented for each contract approved that resets to 1 at the beginning of each year. CAT is the category of the contract, and the final ### is the number of the instrument related to the project.
- B. Effective August 1, 2018, all contracts must be recorded in the City's Electronic Records Management System and made available to the public on the City's website within five days of approval.
- C. After recording in the City's Electronic Records Management System and verification of imaging accuracy, the paper version of a contract may be destroyed consistent with RCW.

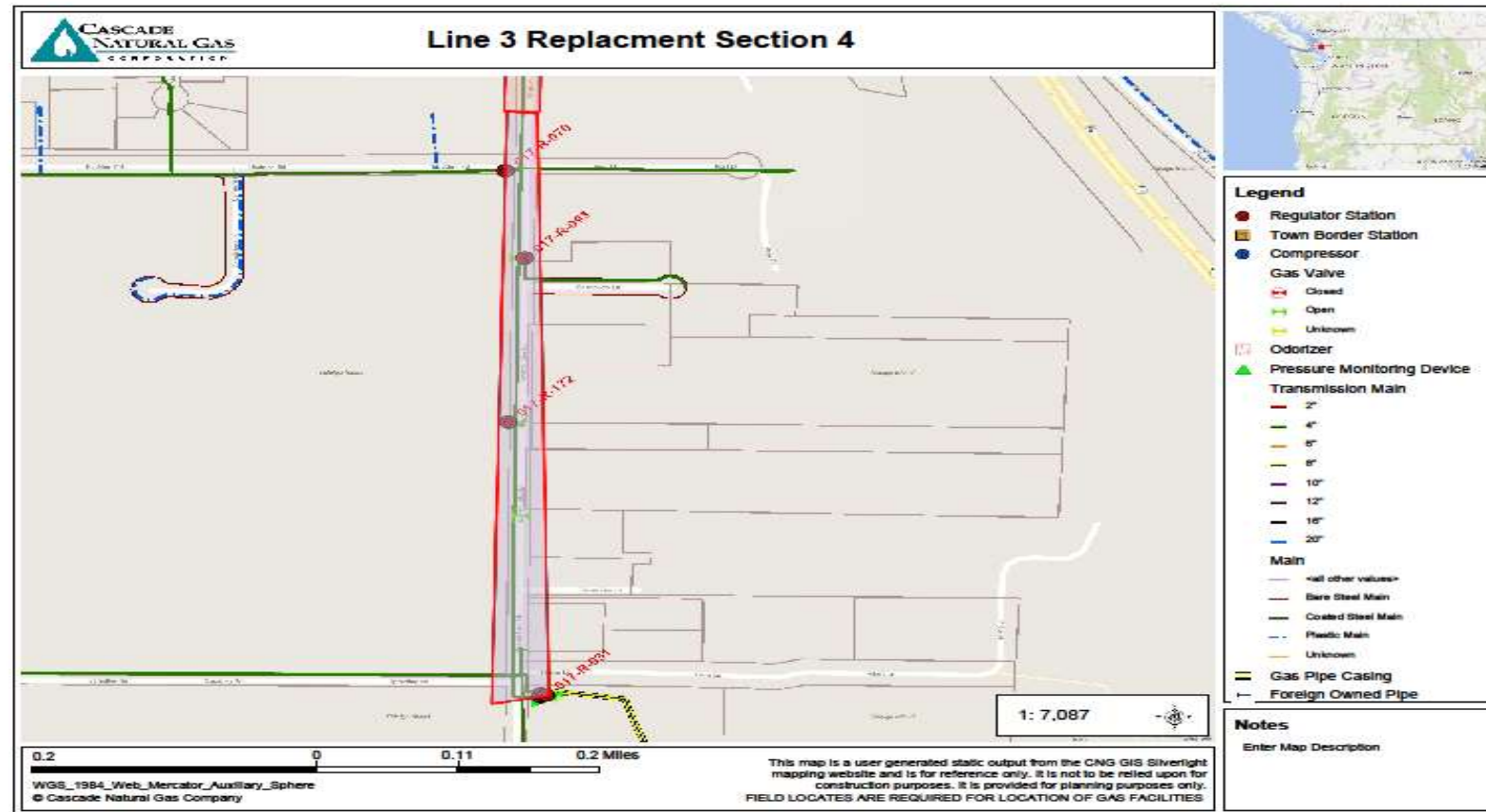
Anacortes High Pressure
Replacement Project
Phase 2, 2019

Project Summary

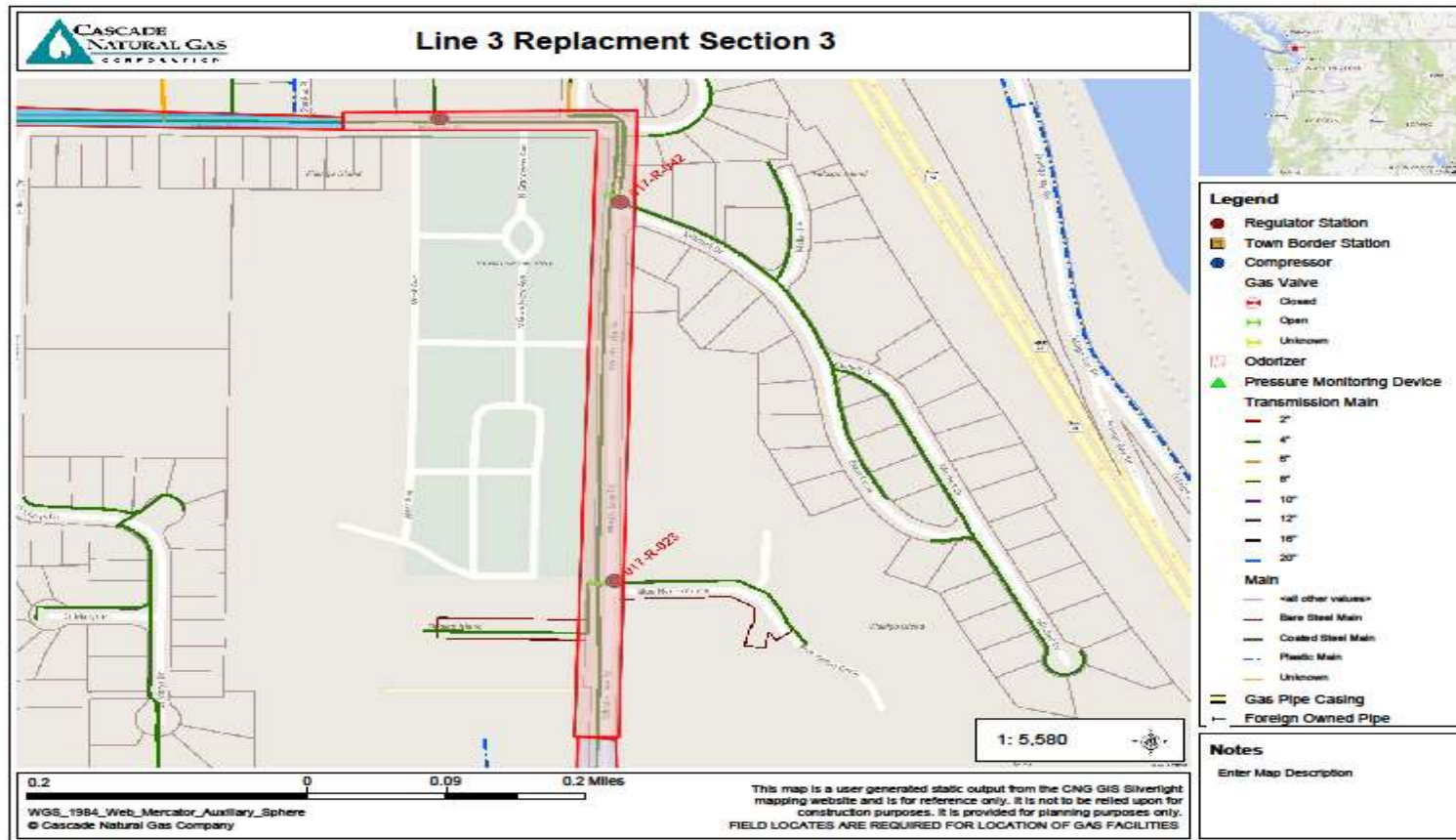
Background

- Cascade Natural Gas Corporation (CNGC) began serving the City of Anacortes with natural gas in the 1950's by utilizing the existing gas pipe system that was already in place.
- We have grown the distribution system in this city greatly, but a large part of the downtown area and older neighborhoods are still being supplied by this Pre-CNGC system.
- In addition to the distribution system, the high-pressure system that is rated at an MAOP above 60 psig, has also been identified as FISH pipe. FISH pipe (installed by Fish Service & Management Corporation) was installed in the 1950's to the early 1960's.
- Phase 3 & 4, of a planned, 4-phase project to replace this pipe, was completed in 2018. This project will complete phase 2 by replacing 2,500 linear feet of the FISH pipe in 2019. Phase 1 is anticipated to be completed in 2020.

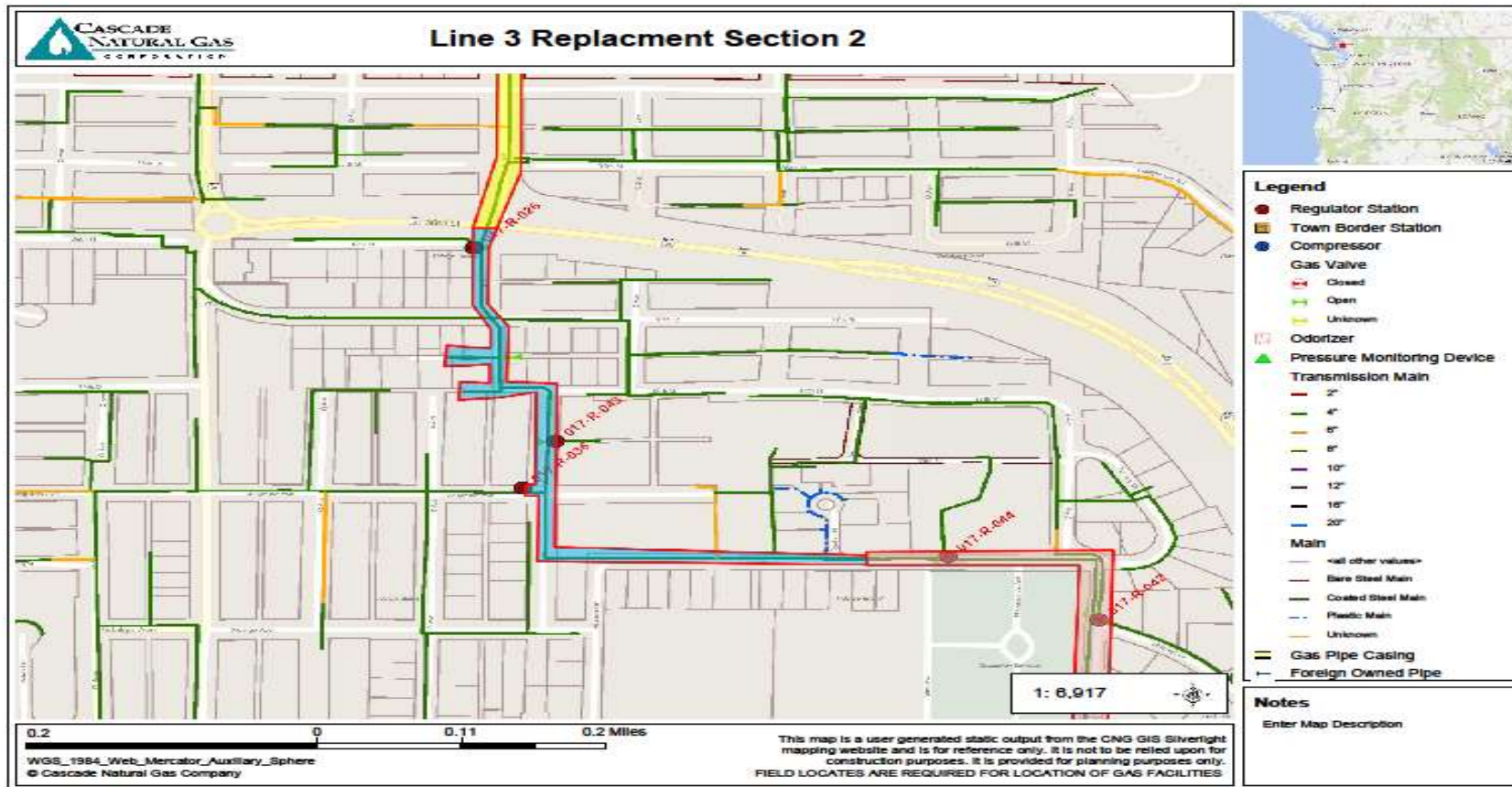
Phase 4 (completed 2018)



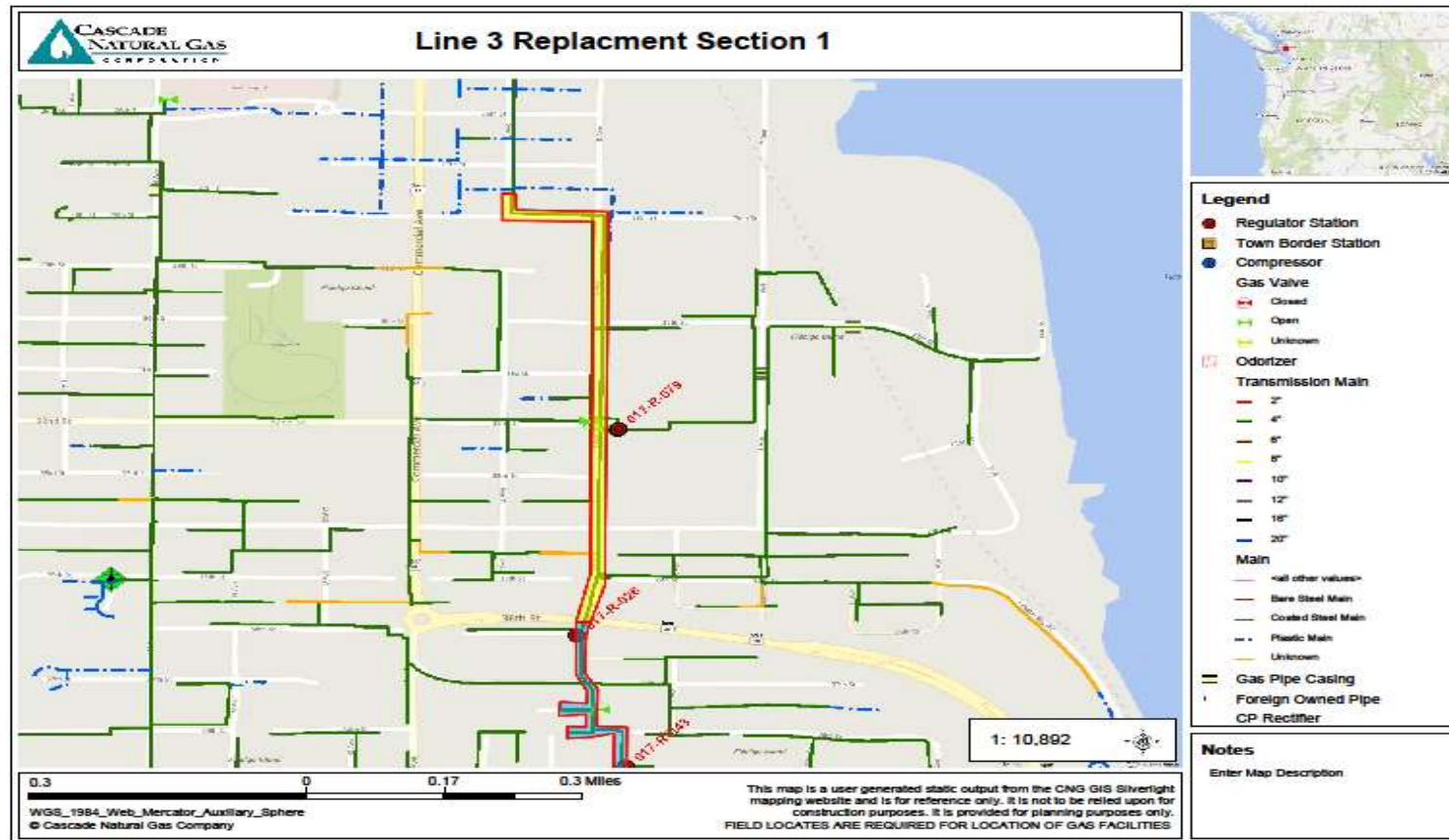
Phase 3 (completed 2018)



Phase 2 (construction 2019)



Phase 1 (construction 2020)



Project Summary (continued)

Phase 2

- The Anacortes, Line 3, Section 2 Replacement Project includes installation of approximately 2,500 linear feet of 8-inch diameter, steel pipeline. The existing pipe will be abandoned in-place.
- In addition, approximately 1,850' of 2" PE, intermediate-pressure pipe will be installed to remove 29 high-pressure service sets, and one regulator station to upgrade the facilities and reduce on-going maintenance. PE service lines will replace existing steel lines.

Project Summary (continued)

Phase 2 Timing

- Survey and design on the Project began in December 2018 and plans will be completed in March 2019.
- The project is expected to bid in June 2019 with construction being complete in Late October 2019.

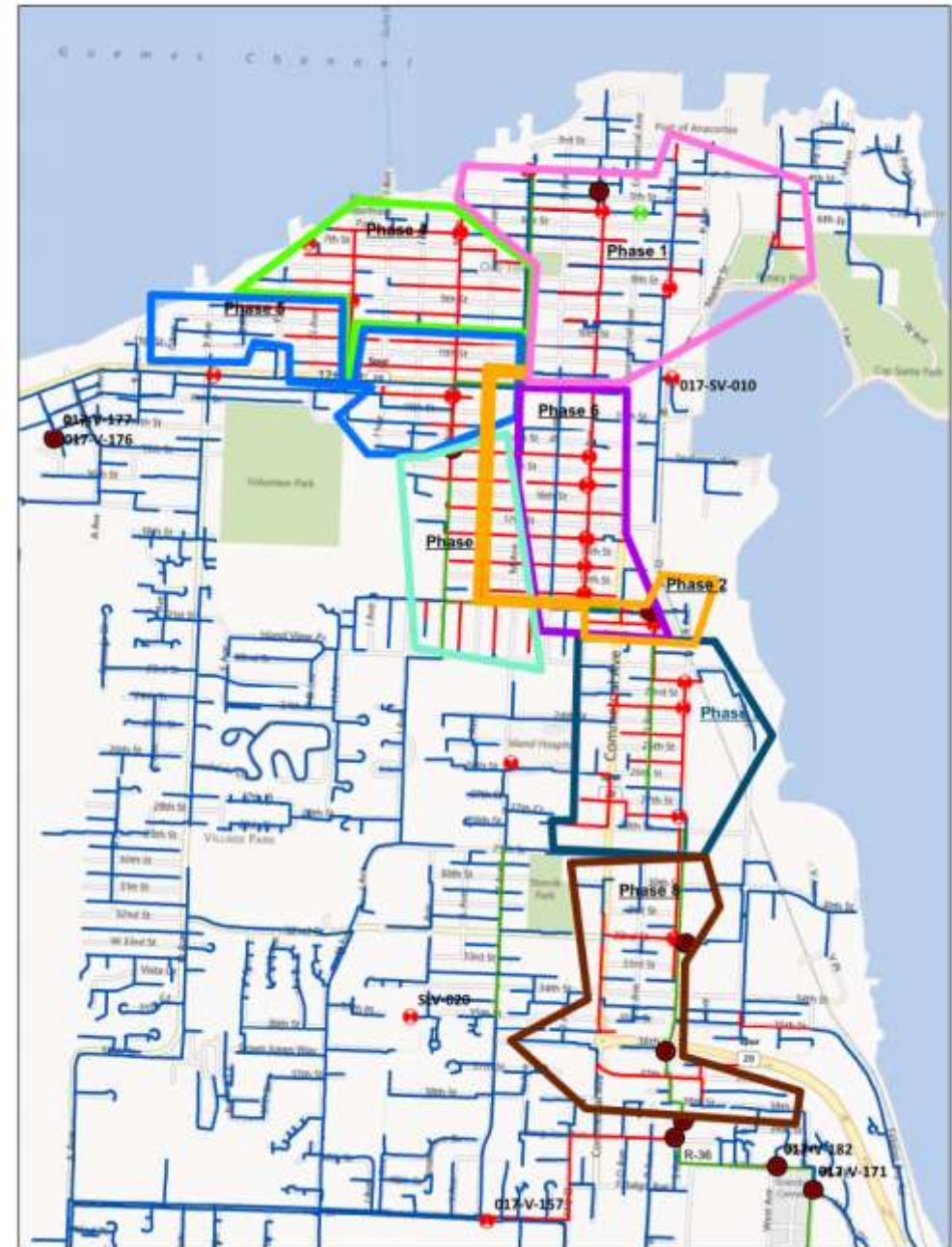


Anacortes Phase 7 Pipe Replacement – 2019

March 18, 2019

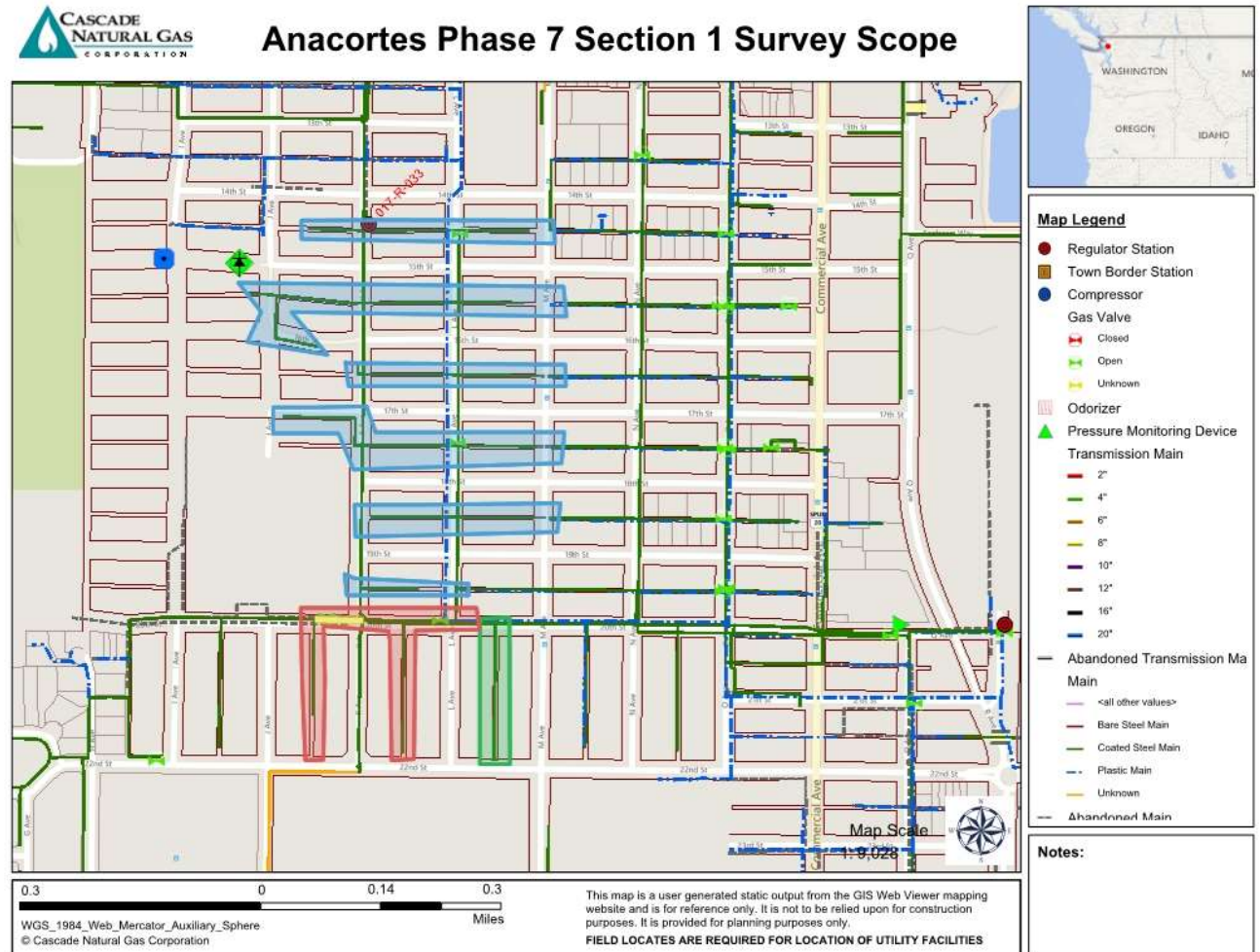
Anacortes Pipe Replacement Phase Summary

- Replacement started in 2012
- 6 Phases have been completed to date
- Phase 7- 2019 continues off Phase 6 -2018 replacement
- 2 Replacement Phases remain
 - Phase 7 2019
 - Phase 8 2020



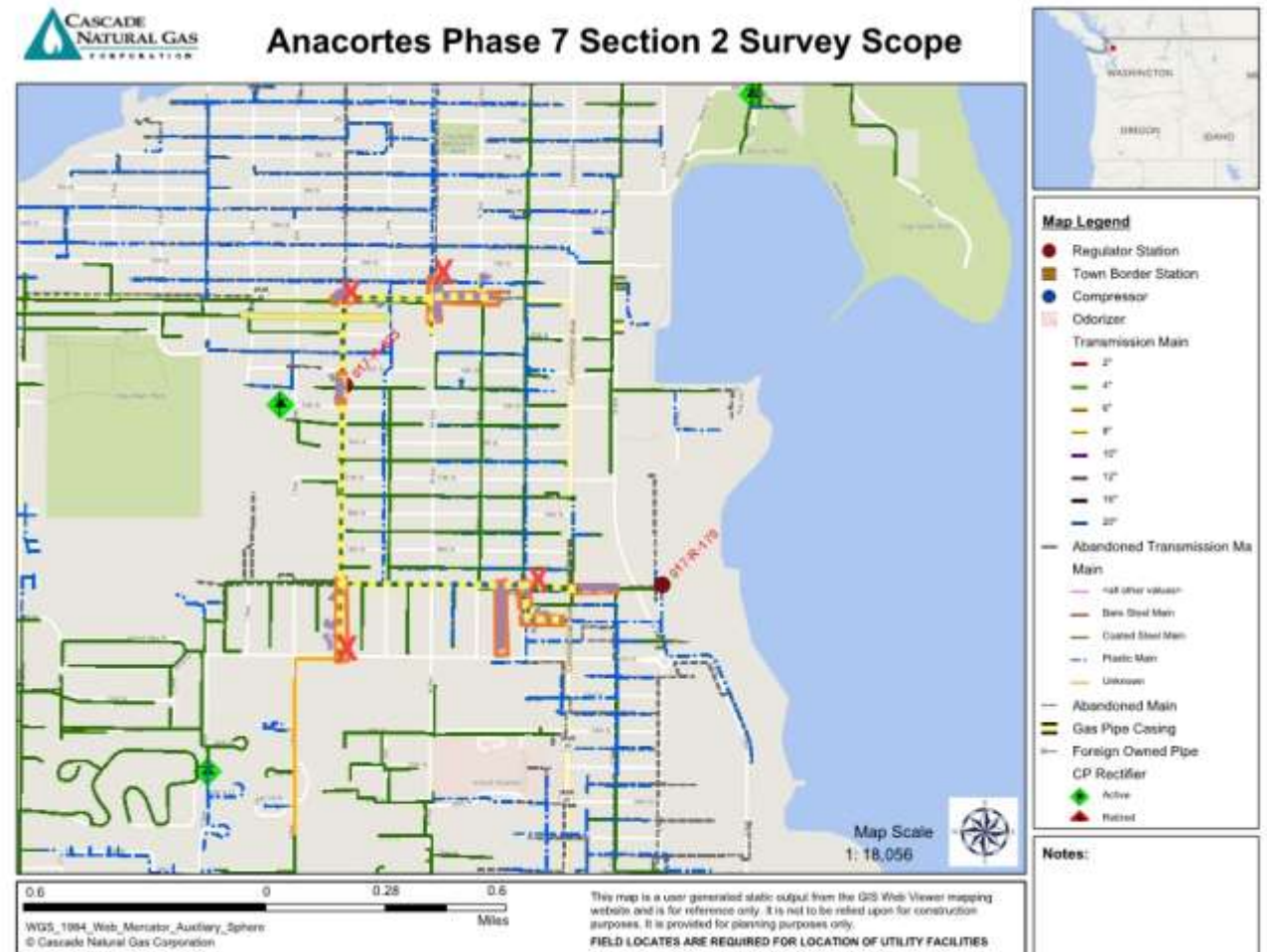
Anacortes Phase 7 Section 1

- 8,200 ft of main pipe replacement, 133 service replacements and 38 PE service tie-overs
- J to M Ave alleyways from 14th to 20th
- 20th and alleyways south of 20th to 22nd St. from J Ave to M Ave.



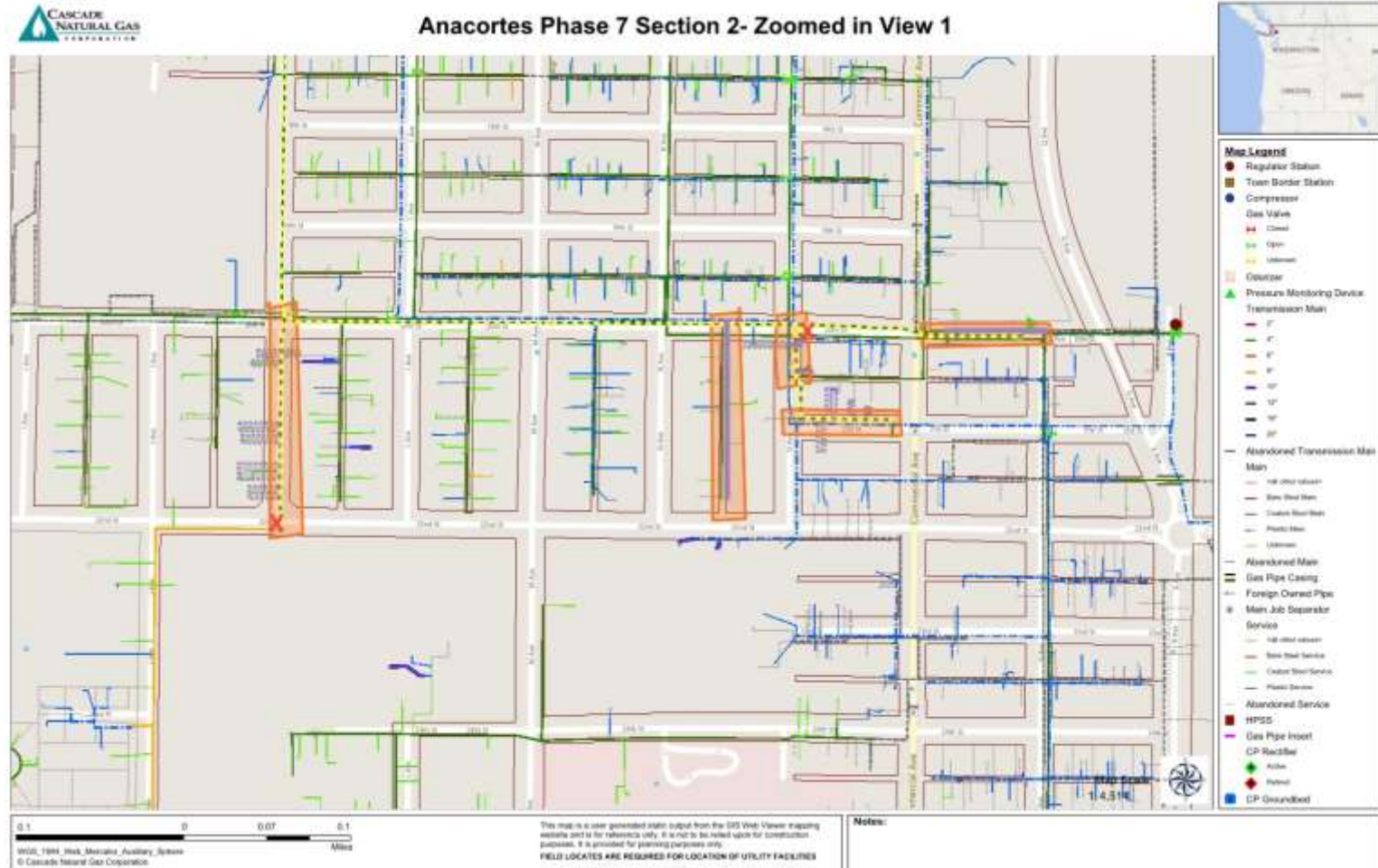
Anacortes Phase 7 Section 2

- Service and main connections to retire 6,401 ft of 4 inch FISH pipe
- See Zoomed in View 1 and 2



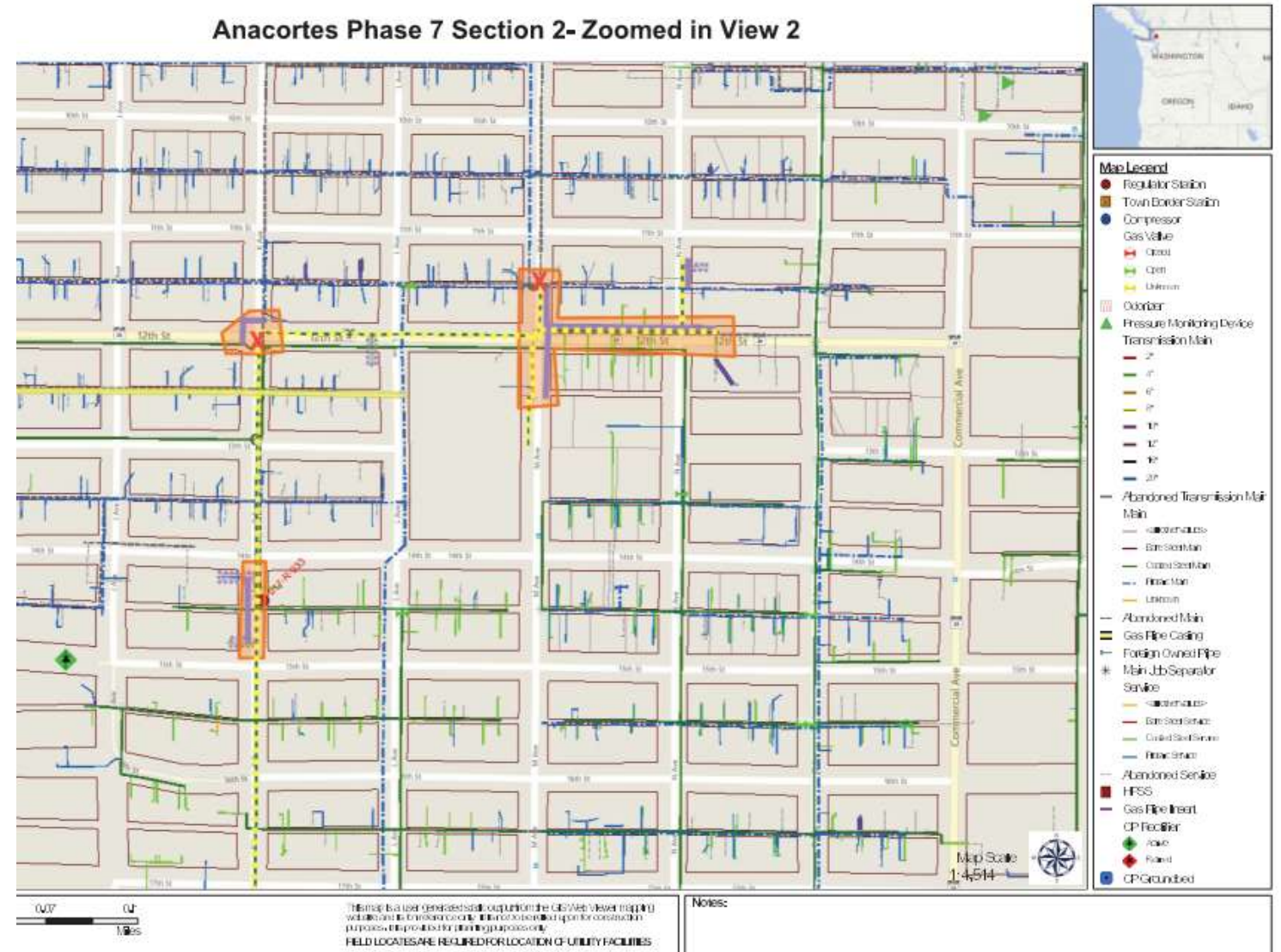
Phase 7 Section 2- Zoomed in View 1

- K Ave from 20th to 22nd St.
- 20th from Commercial to O Ave
- 21st from O Ave to Commercial Ave
- Alleyway off 20th St from N to O Ave
- O Ave from 20th to 21st St.

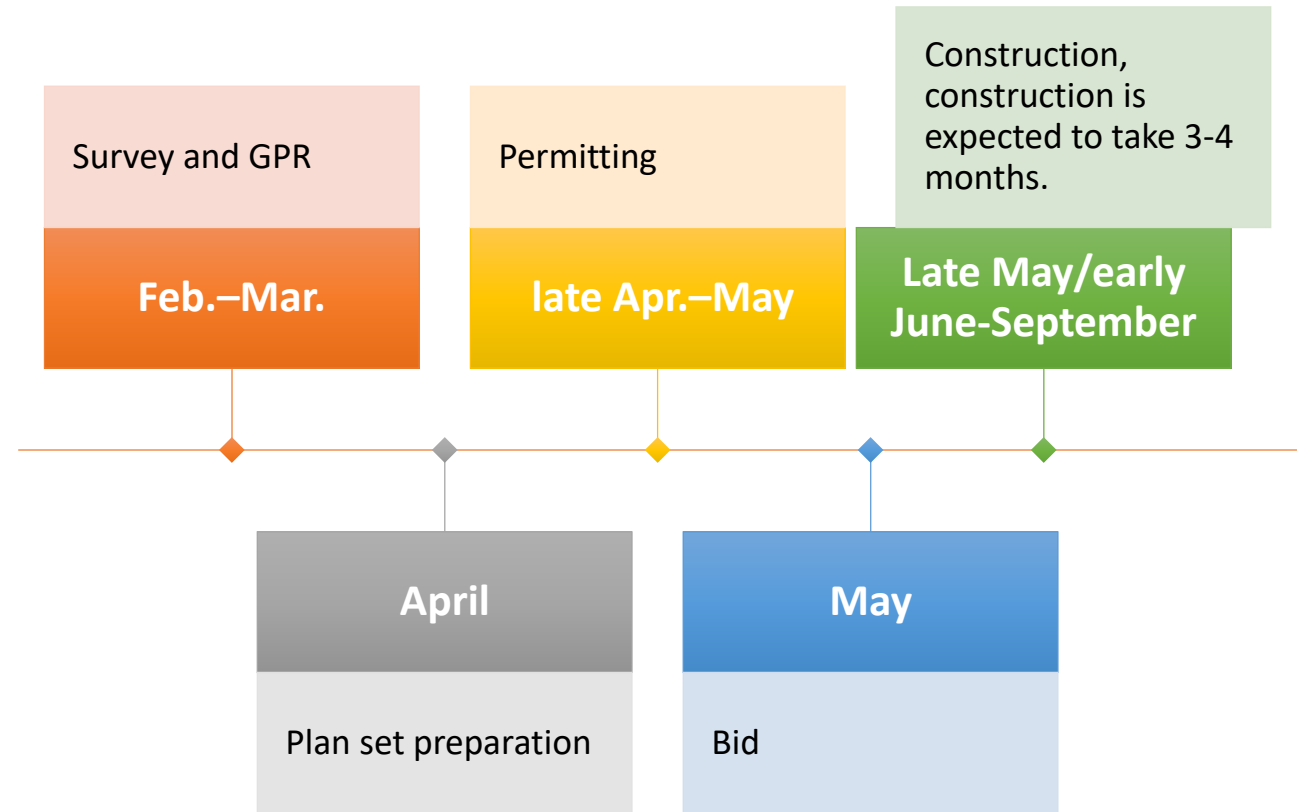


Phase 7 Section 2 – Zoomed in View 2

- 12th Street from M to N Ave
- Crossing at 12th and K Ave
- K Ave from 14th to 15th



Phase 7 Project Timing





Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning March 25, 2019

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.

March 25, 2019

- Contract Amendment: Anacortes Senior Activity Center Foundation 18-109-SEN-001
- 2019 CDBG Action Plan Review (Discussion)
- Public Hearing: Ordinance 3030: Fire Impact Fees (Discussion/Possible Action)
- City Council Candidate Presentations (Discussion)
- Executive Session (20 Minutes) : Review Qualifications of City Council Candidates per RCW 42.30.110(h)

April 1, 2019

*Special Meeting: ***** 6 p.m. Executive Session to Review qualifications of City Council Candidates (20*

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

April 8, 2019

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

April 15, 2019

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

April 22, 2019

- 2019 CDBG Action Plan Review and Approval (Discussion/Possible Action)

May 6, 2019

May 13, 2019

- Closed Record Decision Hearing: Randy Click & Donna Jung Conditional Use Permit CUP-2018-0003 to permit conversion of 3 short term rentals to single-family residences along with allowing construction of a single-family residence on the vacant lot

May 20, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Mar 18, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Mar 25, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Mar 27, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Apr 1, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Apr 2, 2019, 10:00 AM, Mayor's Office, City Hall
- Port/City Liaison, Tuesday, Apr 2, 2019, 8:30 AM, Council Chambers, City Hall
- Planning, Monday, Apr 8, 2019, 5:00 PM, Main Conference Room, City Hall