

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



Anacortes City Council

Municipal Building Council Chambers

904 6th Street

December 9, 2024
6:00 PM

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Police Officer Swearing In (Presentation)
 - b. Housing Affordability and Community Services Committee (Report)
 - c. Planning Committee (Report)
 - d. Port/City Liaison Committee (Report)
 - e. Public Safety Committee (Report)
 - f. Finance Committee (Report)
 - g. Fiber Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of December 2, 2024 (Action)
 - b. Approval of claims in the amount of \$2,840,926.74 (Action)
 - c. Ordinance 4093: Amending Chapter 9.50 regarding Conduct and Trespass from City Property (Action)
 - d. Contract Award: Fire Battalion 2025 Chevy Silverado #25-008-ERR-001 (Action)
6. **Other Business**
 - a. * Municipal Services Agreement #24-287-LEG-001 between the City and the Samish Indian Nation (Discussion/Action)

Per the council rules of procedure, a person who wishes to provide public comment at this meeting may do so:

- *On matters pertaining to a particular agenda item at the invitation of the chair at the time the City Council takes up discussion of that agenda item. Items open for public comment are indicated with an asterisk (*)*
- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

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

- b. * Contract Award: City Facilities Condition Assessment #24-285-FAC-001 (Discussion/Action)
 - c. Interlocal Agreement 25-007-ASC-001 with Skagit County for the 2025 Senior Services Program (Discussion/Action)
 - d. Interlocal Agreement #24-291-APD-001 for the "Handle With Care" Program (Discussion/Action)
 - e. * General Obligation Bond Issue (Discussion)
 - f. * Resolution 3171: 2025 Legislative Priorities (Discussion)
7. **Adjournment**

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From: [Bradford Thompson](#)
To: [CityClerk](#)
Subject: Tommy Thompson trail /PORT RAILWAY/ PORT INDUSTRY ROADWAY FOR TRUCKS
Date: Monday, December 9, 2024 8:17:53 PM

**** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. ****

Good morning Everyone
was very innovative and inspiring tonight by City Council meeting and TOMMY THOMPSON TRAIL SHARED USES ...THIS IS A WONDERFUL TRANSPORTATION TRANSLOADS FACILITIES CORRIDORS OPPORTUNITIES FOR THE CITY,PORT ,AND PARKS DEPT OF ANACORTES WE HOPE AND MANY GOD PRAYERS THAT THE CITY,PORT,AND PARKS DEPT RECONIZIED WHAT A ECONOMIC DEVELOPMENT OPPORTUNITIES TOMMY THOMPSON TRAIL SHARED CORRIDORS FOR USE AS A TRAIL, A BNSF RAILWAYS SPUR TRACKS AND A MULTIPLE USE AS A TRACK ROUTES INTO PORT OF ANACORTES DOCKS WITH THE DOWN TURN OF THE SUZ CHANNEL AND PANAMA CHANNEL PORT OF ANACORTES HAS A GREAT ECONOMIC OPPORTUNITIES AND TO USE PORT ACCESS FRAP GRANTS AND STATE OF WASHINGTON AND OREGON DEPT OF TRANSPORTATION TRANSLOADS FACILITIES GRANTS TO MAINTAIN AND BUILD UP THE CURTIS WHARTS AND PORT OF ANACORTES DOCKS TRANSPORTATION TRANSLOADS FACILITIES CORRIDORS FOR JOBS AND TAX REVENUES

Anacortes City Council Minutes - December 2, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of December 2, 2024, at 6:00 p.m. Councilmembers TJ Fantini, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik were present. Councilmember Ryan Walters was absent.

Ms. Moulton moved, seconded by Ms. Hubik, to excuse the absence of Mr. Walters. The motion carried unanimously by voice vote.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller announced that:

- Cascade Natural Gas and Evergreen Pipelining will be installing a new gas regulator station on the east side of the 22nd Street and R Avenue roundabout with a 1- or 2-day closure beginning on December 3rd.
- There will be a Tommy Thompson Trail meeting on December 4th at 12:30pm in the Library community meeting room to discuss environmental findings and the trestle replacement design.
- The Climate Team, as part of the Climate Element of the Comprehensive Plan update, will hold a marine waterfront focus panel on Wednesday, December 4th at 6pm on Zoom.
- The Chamber of Commerce Coastal Christmas Tree lighting will be Friday, December 6th at 6pm.
- The annual Holiday Parade will be on Saturday, December 7th at 11am.
- The Anacortes High School Seahawks football team will play in the state championship game on Saturday, December 7th at 3pm at Husky Stadium.

Public Works Committee

Ms. Moulton reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included:

- The Capital Facilities Plan and identifying more specific financing mechanisms for the Commercial Avenue improvement project from 14th Street to 34th Street.
- Traffic safety issues, including signs and placement of crosswalks.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda. No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

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

a. Minutes of November 25, 2024

b. Approval of claims in the amount of \$301,995.44

The following vouchers/checks were approved for payment:

EFT numbers: 111079 through 111111 total \$241,671.68

Check numbers: 111118 through 111126, total \$30,480.12
Wire transfer numbers: 359004 through 359088, total \$29,843.64

Other Business

Ordinance 4090: 2025 Operating Budget

Finance Director Steve Hoglund re-introduced Ordinance 4090: 2025 Operating Budget, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Total expenditures for funds 104 and 105.
- Creosote pile removal and breakwater repair.
 - Funding for the main project is from fund balance.
 - Leases and associated costs.
 - Costs per pile are known, but will be adjusted for inflation when the project is undertaken.
 - Memo to the Council regarding city and leaseholder responsibilities.
 - Deep dive into the project and associated funding to avoid surprises.

TJ Fantini moved, seconded by Bruce McDougall, to approve Ordinance 4090 to adopt the 2025 Operating Budget of \$124,342,158.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, Bruce McDougall, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Ordinance 4088: 2024-2029 Capital Facilities Plan Amendment

Finance Director Steve Hoglund re-introduced Ordinance 4088: 2024-2029 Capital Facilities Plan Amendment, referring to an electronic copy of the draft ordinance that was included in the packet materials for the meeting.

Discussion topics included:

- Aspirational versus reflecting the current plan.
 - Stricter parameters.
 - More realistic inputs for long-term planning.
 - More concise language.
 - Stormwater and Transportation master plans that are in development will help better define the CFP.
 - Former ranking system of projects was not successful as a clarifying instrument.
 - Lack of clarity is always part of long-range planning.

Christine Cleland-McGrath moved, seconded by Amanda Hubik, to approve Ordinance 4088 to adopt the 2024-2029 CFP amendment.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, Bruce McDougall, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Interlocal Agreement 25-005-STM-001 with Skagit Conservation District for NPDES Phase II Public Outreach & Education

Public Works Director Andrew Rheume introduced Stormwater Manager Aaron Esterholt, who outlined the proposed interlocal agreement 25-005-STM-001 with Skagit Conservation District for NPDES Phase II Public Outreach & Education.

Discussion topics included:

- Tracking participation in public outreach sessions.
- Education process for the community.

Anthony Young moved, seconded by TJ Fantini, to authorize the mayor to execute interlocal #25-005-STM-001 with Skagit Conservation District.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, Bruce McDougall, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Resolution 3172: A Resolution Regarding Proposed Amendments to the Anacortes Urban Growth Area Boundary

Planning, Community, and Economic Development Director John Coleman introduced Resolution 3172 that contained Planning Commission recommendations for the proposed amendments to the Anacortes urban growth area boundary. The amendments included a request from the city to add nine parcels adjacent to city land and a request from Signal Hill Family limited partnership to include 17.8 acres of land near Sharpes Corner in the urban growth area. He added that according to the land capacity analysis, the city has adequate land within the city limits to accommodate housing and employment growth projections for 2045. He concluded that staff and the Planning Commission recommend supporting the city's request and withdrawing Signal Hill's request from consideration by Skagit County.

Discussion topics included:

- Figure 11 on page 15 of the land capacity analysis on accessory dwelling units (ADU).
 - How much of the potential additional housing is accounted for in ADUs?
- How close are we to accommodating the required housing for 2045?
- County process for adjudicating urban growth area requests.
- March Point as available land.
 - Zoned as heavy industrial - residential development is not allowed.
- How will land capacity analysis inform the Comprehensive Plan update?

Amanda Hubik moved, seconded by Carolyn Moulton, to adopt Resolution 3172 Regarding Proposed Amendments to the Anacortes Urban Growth Area Boundary.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, Bruce McDougall, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Adjournment

There being no further business, at approximately 7:16 pm the Anacortes City Council meeting of December 2, 2024 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 December 9, 2024 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
359378	5/9/2022	1071871	BUILDERS EXCHANGE OF	BID DOC HOSTING FOR ACCESS ANACORTES FIBER INTERNET GUEMES VIEW AREA UNDERGROUND	\$ 57.65	fiber
359336	6/21/2024	612108	KUSTOM SIGNALS INC	SERVICE CALL FOR RADAR UNIT	\$ 463.73	apd
359330	8/13/2024	269111	INFOSEND, INC.	UTILITY INSERT FOR FIREWORKS DONATIONS	\$ 1,039.50	parks1
359346	9/30/2024	1550	WIDENER & ASSOCIATES	WHISTLE LAKE DAM HHPD RISK ASSESSMENT - SEPTEMBER 2024	\$ 5,285.50	pw1
359349	10/14/2024	238566	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES REPLACE FAILED MOTOR AT PUBLIC SAFETY BUILDING	\$ 521.58	pw1
359355	10/18/2024	2024-1098	PUBLIC SAFETY TESTING, INC	PRE-EMPLOYMENT TESTING SERVICES FOR POLICE - ADD ONS - JULY-SEPT 2024	\$ 84.00	hr
359356	10/25/2024	22410 - 6	H W LOCHNER, INC	16TH STREET AND D AVENUE IMPROVEMENT PROJECT: DESIGN - 9/28/24-10/25/24	\$ 29,936.61	pw1
359275	10/29/2024	PS-INV110482	WHITNEY EQUIPMENT CO INC	MAINTENANCE SUPPLIES - PUMP STATIONS	\$ 19,380.00	dwwtp
359274	10/29/2024	PS-INV110483	WHITNEY EQUIPMENT CO INC	MAINTENANCE SUPPLIES - PUMP STATION	\$ 19,945.76	dwwtp
359268	10/31/2024	090087001-1024	KIMLEY-HORN AND ASSOCIATES, IN	PASS LAKE 10-INCH WATERMAIN REPLACEMENT PROJECT - DESIGN - THROUGH 10/31/24	\$ 41,703.33	pw1
359345	10/31/2024	1579	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - OCTOBER 2024	\$ 1,857.60	pw1
359344	10/31/2024	1581	WIDENER & ASSOCIATES	FEMA COORDINATION - JANUARY 2022 EVENT - FEMA-4650-DR - OCTOBER 2024	\$ 5,536.80	pw1
359347	10/31/2024	1583	WIDENER & ASSOCIATES	WHISTLE LAKE DAM HHPD RISK ASSESSMENT - OCTOBER 2024	\$ 10,014.20	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
359341	10/31/2024	1584	WIDENER & ASSOCIATES	WWTP OUTFALL - PERMITTING & MONITORING SERVICES - OCTOBER 2024	\$ 41,617.44	pw1
359267	10/31/2024	30074067	KIMLEY-HORN AND ASSOCIATES, INC	MARCH'S POINT ROAD WATER MAIN AND BIKE LANE PROJECT - DESIGN - THROUGH 10/31/24	\$ 24,191.45	pw1
359321	10/31/2024	IN959392	NOANET	BACKUP DIA, OCT 2024	\$ 300.00	fiber
359357	10/31/2024	IN959511	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - OCTOBER 2024	\$ 11,228.16	fiber
359270	10/31/2024	Pay App 5	STRIDER CONSTRUCTION CO, INC	WWTP OUTFALL RELOCATION - MARINE AND UPLAND	\$ 1,907,297.73	pw1
359365	11/1/2024	11/1/2024	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - NOVEMBER 2024	\$ 5,000.00	apd
359369	11/2/2024	8282014772	MOTOROLA SOLUTIONS INC	FIRE DEPARTMENT MOTOROLA APX NEXT RADIOS - QUOTE ITEM 14	\$ 2,124.59	medic
359333	11/10/2024	2	S&P TELECOM	WIRELESS TOWER BUSINESS ADVICE CONSULTING	\$ 2,041.67	parks1
359353	11/11/2024	238708	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES TROUBLESHOOT HVAC AT CITY HALL	\$ 369.38	pw1
359362	11/11/2024	295229	WON-DOOR CORPORATION	SENIOR CENTER RETRACTABLE FIRE DOOR MAINTENANCE	\$ 437.50	pw1
359363	11/11/2024	295230	WON-DOOR CORPORATION	SENIOR CENTER RETRACTABLE FIRE DOOR MAINTENANCE	\$ 531.57	pw1
359360	11/12/2024	236765R	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES INSTALL CRANKCASE HEATERS AT WWTP	\$ 3,826.58	dwwtp
359375	11/14/2024	P2275-NT-2	QCC QUALITY CONTROLS CORP.	WWTP PUMP STATION EXTERIOR LIGHTING AUTOMATION DESIGN & PROGRAMMING	\$ 700.00	dwwtp
359376	11/14/2024	P2275-T-2	QCC QUALITY CONTROLS CORP.	WWTP PUMP STATION EXTERIOR LIGHTING AUTOMATION DESIGN & PROGRAMMING	\$ 326.40	dwwtp
359374	11/15/2024	P0001-101	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - OCTOBER 2024	\$ 12,706.50	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
359370	11/15/2024	P0001-102	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP	\$ 8,027.53	dwwtp
359364	11/15/2024	P0002-76	QCC QUALITY CONTROLS CORP.	WTP EMERGENCY PLC REPLACEMENT	\$ 25,914.13	dwtp
359332	11/20/2024	10637	BUD CLARY CHEVROLET, INC.	POLICE DEPARTMENT CHEVROLET TAHOE PURCHASE - FRR3005	\$ 83,048.49	pw1
359325	11/20/2024	10638	BUD CLARY CHEVROLET, INC.	POLICE DEPARTMENT CHEVROLET TAHOE PURCHASE - FRR3004	\$ 83,048.49	pw1
359126	11/20/2024	50668	SKAGIT PUBLISHING LLC	PUBLISH - AA-580078	\$ 113.68	finance
359128	11/20/2024	50669	SKAGIT PUBLISHING LLC	PUBLISH - AA-581104	\$ 203.00	plan
359129	11/20/2024	50670	SKAGIT PUBLISHING LLC	PUBLISH AA-581562	\$ 73.08	finance
359280	11/20/2024	9979238515	VERIZON WIRELESS	SCADA COMMUNICATIONS - PUMP STATIONS	\$ 1,248.77	dwwtp
359354	11/21/2024	238513	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES REPLACE BELT AT LIBRARY	\$ 192.70	pw1
359334	11/22/2024	B19090761	SHI INTERNATIONAL CORP.	DUOSEURITY MULTI-FACTOR AUTHENTICATION - 9/27/24-1/31/25	\$ 4,212.19	infosys
359367	11/24/2024	Pay App 8	SUMMITX CONTRACTORS, INC	EDA FIBER EXPANSION - CONSTRUCTION	\$ 203,115.13	fiber
359255	11/25/2024	0329825-IN	NELSON-REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$ 4,367.85	dwwtp
359338	11/25/2024	910888	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE	\$ 14,096.39	dwtp
359279	11/26/2024	0329712-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP	\$ 132.83	dshop
359278	11/26/2024	0329724-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP	\$ 399.48	dshop
359286	11/26/2024	1532021	LIFE ASSIST, INC	I-GEL AIRWAYS, HOT/COLD PACKS. O2	\$ 347.69	medic
359127	11/26/2024	2047369	MILES SAND & GRAVEL CO.	SUPPLIES FOR STREET DEPT	\$ 587.52	dshop
359252	11/26/2024	24-34173	EDGE ANALYTICAL, INC	LAB TESTING - INFLUENT WETWELL MONTHLY	\$ 40.80	dwwtp
359254	11/26/2024	24-34177	EDGE ANALYTICAL, INC	LAB TESTING - SIDE STREAM NITROGEN	\$ 40.80	dwwtp
359343	11/26/2024	24-35242	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtp
359131	11/26/2024	241398	T-SHIRTS BY DESIGN	EXTRA SHIRTS FOR BOYS BBALL LEAGUE	\$ 54.40	pkrec
359377	11/26/2024	32551-2	OMEGA MEDICAL MECHTRONICS	WWTP GLASSWARE WASHER MAINTENANCE	\$ 574.38	dwwtp

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359265	11/26/2024	FB59003	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - THROUGH 10/31/24	\$ 7,743.75	pw1
359276	11/26/2024	XA116007142:01	RWC INTERNATIONAL	PART FOR VEHICLE #517	\$ 544.57	dshop
359384	11/27/2024	10905446	NAVIA BENEFIT SOLUTIONS, INC	NOVEMBER FLEXIBLE SPENDING PARTICIPANT FEE	\$ 167.70	hr
359271	11/27/2024	119978	MCCULLOUGH HILL PLLC	CITY OF ANACORTES - AVENUE A LANDFILL - 11/27/2024	\$ 116.00	legal
359273	11/27/2024	14276522	HACH COMPANY	CL17 PRE-ASSY MAINTENANCE KITS X 12	\$ 3,590.43	dwtpt
359277	11/27/2024	14276523	HACH COMPANY	REAGENT SET, CHLORINE FREE CL17 X 36	\$ 3,017.67	dwtpt
359269	11/27/2024	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 10/30/24-11/26/24	\$ 8,204.11	dwtpt
359256	11/27/2024	297815	NORTHSTAR CHEMICAL INC.	PLANT CHEMICALS	\$ 3,213.73	dwwtpt
359350	11/27/2024	369397	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 387.08	pwfac
359351	11/27/2024	369710	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 506.70	pwfac
359352	11/27/2024	370062	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 557.52	pwfac
359262	11/27/2024	50936	SKAGIT PUBLISHING LLC	PUBLISH AA-583339	\$ 44.66	finance
359263	11/27/2024	50937	SKAGIT PUBLISHING LLC	PUBLISH AA-583586	\$ 121.80	plan
359264	11/27/2024	50938	SKAGIT PUBLISHING LLC	PUBLISH AA-584070	\$ 178.64	plan
359272	11/27/2024	90176157	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 6,095.80	dwtpt
359253	11/27/2024	24-34175	EDGE ANALYTICAL, INC	LAB TESTING SLUDGE - ODD MONTHS	\$ 209.10	dwwtpt
359358	11/28/2024	IN959589	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - NOVEMBER 2024	\$ 81.00	fiber
359339	11/29/2024	1364	FIDALGO CLEANING	APD CLEANING & SUPPLIES 11/18-12/1/24	\$ 875.00	apd
359342	11/30/2024	00005W5A83484	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 11-30-24	\$ 24.91	apd
359366	11/30/2024	1124	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - NOVEMBER 2024	\$ 1,095.00	pkrec
359324	11/30/2024	13580	PETDATA, INC	PETDATA LICENSING FEES NOVEMBER	\$ 500.00	finance
359335	11/30/2024	18295715	DICK'S TOWING, INC	TOWING; APD CASE 24-A07810	\$ 317.02	apd
359318	11/30/2024	24-64363L	ENVIRO-CLEAN EQUIPMENT INC	STREET SWEEPER RENTAL - 11/30/24-12/29/24	\$ 12,001.00	pw1
359323	11/30/2024	46721556	LINDE GAS & EQUIPMENT INC.	MAINTENANCE SUPPLIES - INCINERATOR	\$ 301.60	dwwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
359257	11/30/2024	5279	SOFTRESOURCES LLC	ERP SOFTWARE SELECTION - CONSULTING SERVICES - THROUGH NOVEMBER 2024	\$ 5,600.00	admsrv
359322	11/30/2024	IN959913	NOANET	BACKUP DIA, NOV 2024	\$ 300.00	fiber
359317	11/30/2024	IN960053	NOANET	PRIMARY DIA SERVICE - SEPT, OCT, NOV 2024	\$ 9,660.00	fiber
359383	12/1/2024	0542005-001	UNUM LIFE INS CO OF AMERICA	DECEMBER UNUM LONG TERM CARE INSURANCE	\$ 1,247.70	hr
359287	12/1/2024	12/1/2024	OAB ENGINEERING, LLC	STA 3 DATA SERVICES: DECEMBER	\$ 150.00	medic
359288	12/1/2024	12/1/2024	PORT OF ANACORTES	MARINE 29 MOORAGE: DEC	\$ 312.37	medic
359285	12/1/2024	2674262-0043-7	WASTE MANAGEMENT	WTP TRASH, RECYCLE PICKUP 11/01/24-11/30/24	\$ 251.55	dwtpt
359259	12/1/2024	5070578484	RICOH USA, INC	S/N C86079893 LIBRARY PUBLIC 9/1-11/30/2024	\$ 241.83	finance
359283	12/1/2024	5070578485	RICOH USA, INC	S/N C86138600 APD HALLWAY 9/1-11/30/24	\$ 53.53	finance
359282	12/1/2024	5070578489	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 11/1-11/30/24	\$ 55.35	finance
359266	12/1/2024	5070578813	RICOH USA, INC	S/N C86150637 CARNEGIE 9/1-11/30/24	\$ 174.73	finance
359281	12/1/2024	5070579531	RICOH USA, INC	S/N C86152062 HR COPIES 11/1-11/30/2024	\$ 6.15	finance
359372	12/2/2024	033	MICHAEL D. EARLEY, LLC	ANACORTES POLICE DEPARTMENT EMPLOYEE MENTAL WELLNESS PROGRAM	\$ 5,800.00	apd
359381	12/2/2024	200012505505	PUGET SOUND ENERGY INC	WTP 11/1-11/30/24	\$ 72,375.41	dwtpt
359284	12/2/2024	5070578554	RICOH USA, INC	S/N C86111493 COURT 9/1-11/30/24	\$ 79.40	finance
359373	12/2/2024	W059917	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 5,031.89	wdist
359371	12/2/2024	W065806	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 1,430.33	wdist
359385	12/3/2024	14653	NPELRA	PELRA MEMBERSHIP, KENDALL MOYLE	\$ 225.00	hr
359289	12/3/2024	160-4030-01	WITTROCK, PAUL	WATER CONSERVATION REBATE - FRIGIDAIRE / MODEL # FFB018311US	\$ 50.00	dwtpt
359380	12/3/2024	24-35415	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR NORTH	\$ 133.00	dwtpt
359326	12/3/2024	291521	REECE, STORMIE	DEPOT JANITORIAL SERVICES	\$ 1,276.00	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
359359	12/3/2024	67923	SEL ENGINEERING SERVICES, INC.	WTP GENERATOR PROTECTION RELAY FIRMWARE UPDATES	\$ 10,000.00	dwtp
359290	12/3/2024	December 2024	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - DECEMBER 2024	\$ 5,000.00	plan
359320	12/3/2024	Pay App 1	STRANDBERG CONSTRUCTION INC	CAP SANTE VIEWPOINT	\$ 93,103.15	parks1
359331	12/3/2024	RefundAdderley	ADDERLEY, NICOLE	WA PARK CAMPING REFUND	\$ 91.00	parks1
	Total				\$ 2,840,926.74	



City Council Agenda Bill

Meeting Date: December 9, 2024 **Agenda Item:** 5.c.

Agenda Item Title: Ordinance 4093: Amending Chapter 9.50 regarding Conduct and Trespass from City Property

Staff Contact(s): Darcy Swetnam, Jonn Lunsford, Dave Floyd, Bret Lunsford, Andrew Rheume

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

Greg Francioch
Darcy Swetnam
Steve Hoglelund

Ordinance

Item Summary: The City Council adopted [Ordinance 4037](#) on [December 5th, 2022](#), which adopted [chapter 9.50 of the Anacortes Municipal Code](#) ("AMC") creating procedures for excluding individuals from City property who engage in behavior that is dangerous, unsafe, illegal, or unreasonably disruptive. [Section 9.50.070 AMC](#) has a graduated duration of exclusion. Individuals who have not been issued a trespass warning in the prior year can only be excluded for 7 days; if they've had one warning in the past year, they can be excluded for 90 days; and if they have two or more warnings in the past year, they can be excluded for 1 year. Department heads who have used this process have outlined in the attached memo how those prescribed limits on duration have caused enforcement challenges. Staff are not aware of any instances where any department has abused the trespass warning process to unreasonably exclude individuals from city property prior to the adoption of Ordinance 4037. Staff now recommend that the exclusion for trespass be set at one year with the option to appeal the exclusion to the Chief of Police under [AMC 9.50.080](#).

Budget Impact:

Previous Action: City Council adopted [Ordinance 4037](#) on [December 5th, 2022](#). Reviewed and discussed Ordinance 4093 during the [November 25, 2024](#), regular meeting.

Recommended Motion: Adopt Ordinance 4093 amending Chapter 9.50 regarding conduct and trespass from city property.

Alternative Actions: Leave current code in place or recommend additional revisions.

Attachments (listed in order presented):

1. 20241209 Ord 4093 - AMC 9.50 Trespass Update
2. 241125 - Memo from staff on trespass ordinance

**City of Anacortes
Ordinance No. 4093**

**An Ordinance of the City of Anacortes, Washington, amending Chapter 9.50
regarding Conduct and Trespass from City Property**

Whereas; the City Council adopted Ordinance 4037 on December 5th, 2022, which adopted chapter 9.50 of the Anacortes Municipal Code (“AMC”) creating procedures for excluding individuals from City property who engage in behavior that is dangerous, unsafe, illegal, or unreasonably disruptive; and

Whereas; the City has used the procedures in chapter 9.50 AMC since its adoption and staff have identified circumstances when the graduated duration of exclusion in Section 9.50.070 AMC has created burdensome enforcement challenges; and

Whereas; to address enforcement concerns, staff recommend and the City Council now desire to update chapter 9.50 AMC.

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

Section 1. Chapter 9.50 AMC is hereby amended as shown in Attachment A.

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

PASSED and APPROVED this 9th day of December 2024.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steven D. Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Attachment A

9.50.040. Prohibited conduct

A. The following behavior is prohibited by this chapter in the places to which this chapter applies:

1. *Dangerous Behavior*. Any behavior that creates an imminent and unreasonable risk of injury or harm to either persons or property of another or the actor.

2. *Illegal Behavior*. Any behavior that is prohibited by the laws of the United States, Washington State, Skagit County, or the city including, but not limited to, any of the following types of behavior:

- a. Threatening another person by communicating either directly or indirectly to another person the intent to cause bodily injury in the future to the person threatened or to any other person;
- b. Selling or using alcohol or drugs;
- c. Threatening or harassing behavior (e.g., fighting or threatening to fight, brandishing a weapon, stalking, verbally threatening to harm others or their property);
- d. Assaulting staff or other patrons;
- e. Urination or defecation other than in facilities intended for that function;
- f. Sexual misconduct or harassment (e.g., indecent exposure, offensive touching, sexual acts);
- g. Vandalism or placing graffiti;
- h. Starting a fire in an undesignated area.

i. Any violation of the rules of conduct in the Anacortes Community Forest Lands and Parks under AMC Chapter 8.10.

3. *Unreasonably Disruptive Behavior*. Any behavior that, in consideration of the nature, scope, use and purpose of the publicly owned property in question, unreasonably interferes with others' use and enjoyment of publicly owned property, including but not limited to:

- a. Use of unreasonably hostile or aggressive language or gestures; or
- b. Unreasonably loud vocal expression or unreasonably boisterous physical behavior; or
- c. ~~Using electronic or other communication devices in a manner that is unreasonably disruptive to others~~ Unreasonably disruptive and repeated behavior that prevents others from using the property for its intended use; or
- d. Unreasonably interfering with the free passage of staff or patrons in or on public property; or
- e. ~~Behavior that is unreasonably inconsistent with the normal use for which the publicly owned property was designed and intended to be used (e.g., engaging in loud conversation in a library setting).~~

B. *Exception*. Any constitutionally protected action or speech is excluded from the prohibited conduct described in this section.

9.50.070. Duration of exclusion.

A. An officer who issues a trespass warning under this chapter must determine a duration of exclusion consistent with this section.

B. ~~If the person subject to the trespass warning:~~

~~1. Has not been excluded from city property by a trespass warning issued within one year prior to the violation, then the warning may exclude the person for a period not exceeding seven days.~~

~~2. Has been the subject of only one prior trespass warning issued within one year prior to the current violation, then the warning may exclude the person up to 90 days.~~

~~3. Has been the subject of two or more prior trespass warnings issued within one year prior to the current violation, then the warning may exclude the person up to one year.~~ A trespass warning issued under this chapter must exclude the person for 1 year, unless revised after review per AMC 9.50.080.

Memorandum

To:	Mayor Miller & City Council	From:	Jonh Lunsford, Chief Dave Floyd, Bret Lunsford, Jeff Vogel, Andy Rheume, Darcy Swetnam
Date:	October 30, 2024	Re:	Trespass Procedure: AMC 9.50.070

The above-listed department heads propose changes to current trespass procedures in AMC 9.50.070; specifically the duration of trespass. We recommend and request that Anacortes Police staff be allowed to forego the 7-day or 90-day trespass and issue a 1 year trespass if deemed necessary by the Police Chief. Additional flexibility will allow the Police Chief to issue an extended trespass notice for the most egregious offenders without the requirement to spend City resources on repeated escalating procedures that leave the City open to liability.

Over the past year, City departments worked collaboratively with the Anacortes Police Department to follow the new trespass regulations. As of September 15, this year, 13 trespass citations have been issued by the APD most of them involving parks, city managed restrooms, Museum Facilities or the Anacortes Public Library. Notably, several of the individuals cited this year have been trespassed several times in the past couple of years.

In almost all instances, City staff attempted to work with the offender to resolve the situation in a manner that did not require trespass. For example, if they were camping in a park after hours, our Community Paramedic and staff from the Anacortes Family Center would try to work with them to offer solutions and resources.

One instance included an individual camping in a downtown park. Parks staff moved their belongings to Washington Park and arranged a voucher for them to stay in a campsite. The party failed to show up and, after several days, returned to the downtown park where they had set up an encampment. Parks staff and APD have since cleaned up that site two additional times and the party has been trespassed twice, first with a 7-day notice and then with a 90-day notice. Each time they refused services that were offered. The extra hours spent cleaning up the encampment and

Anacortes Parks and Recreation
P.O. Box 547
Anacortes, WA 98221
jonnl@cityofanacortes.org
360-293-1918 (phone)

additional exposure to health and safety risks to Parks and Police staff were potentially unnecessary if a lengthier trespass could have been issued earlier.

Another example of when the 7-day trespass was not an effective tool was with a regular Library patron who has been trespassed twice before for violent behavior. Like all the City departments, the library strives to ensure access for all the community, even folks who are struggling. The library staff is incredibly patient with patrons with behavioral issues, with the trespass being an absolute last resort. The library staff and management had been managing her escalating behavior for 6 months, asking her to leave the library several times to “try again tomorrow” when her behavior got so bad it was making patrons uncomfortable and infringing on their rights to use the library. Many patrons complained about her behavior and said they were uncomfortable being in the library when she was there.

She then accosted a teenager, using vulgar language, aggressive gestures, and followed the teen out into the library lobby, getting in the teen’s personal space and implying violent intent. Library staff intervened and called the police for a trespass notice. The 7-day trespass wasn’t reassuring for the teen or her parents, and although the teen was a regular library user attending teen programming and volunteering, she hasn’t been back in the library since and expressed she is frightened to use the library. The problem patron returned after her 7-day trespass and her behavior is quickly escalating once again.

An additional example involved a member of the public entering a construction site where City staff were doing maintenance work on a stormwater facility using heavy equipment. The individual wanted the project to stop and ignored City signs, verbal warnings from staff, and put himself and staff physically in danger by getting in the way of City-operated equipment. Despite repeated requests to stay out of the area and away from heavy equipment, he returned a week later and engaged in the same unsafe and threatening behavior. He has since been issued a 7-day trespass, but has already indicated through his behavior that he intends to continue to interfere with the project. Because this project may last longer than 7 days, City staff would advocate for issuing a trespass notice for at least the length of the project to protect him and staff from unsafe behavior.

For better or worse, because of the ineffectiveness of a 7-day trespass from larger outdoor City properties like the forest lands, staff have often decided not to bother with issuing a trespass notice. For example, in the Anacortes Community Forest Lands, staff decided to forego requesting a trespass notice to a drunken and belligerent individual because a 7-day notice would allow the individual to return and engage in the same behavior the next week. The process of issuing trespass notices involves staff time, administrative resources, and takes staff away from other critical City functions.

As staff noted when the 7-day and 90-day trespass format was originally suggested, we do not advocate for trespass without valid justification. In almost all cases, the people involved are offered services multiple times or given fair warning before a trespass is considered unless staff or the public is threatened or put in danger by the actions of an individual. City staff understand that Council does not want to take lightly trespassing individuals from public property, but staff are not aware of any instances where the trespass power has been abused in the past to deny the public access to public property arbitrarily or without clear justification.

The public's due process rights are protected by the appeal procedures in AMC 9.50.080. An individual who believes they have received a trespass notice without justification may appeal and present information that supports their position. Staff do not recommend removal of this provision.

These experiences underscore the need for the option to issue a one-year trespass when necessary. The above-named department heads propose that the City Council begin a conversation on this matter at an upcoming Public Safety Committee meeting, and are all happy to attend to answer any questions.

Thank you.



City Council Agenda Bill

Meeting Date: December 9, 2024 **Agenda Item:** 5.d.

Agenda Item Title: Contract Award: Fire Battalion 2025 Chevy Silverado #25-008-ERR-001

Staff Contact(s): Andrew Rheume, WiL Ludemann

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Andrew Rheume	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$67,134.29 to Bud Clary Chevrolet, Inc. for the purchase of a Fire Battalion 2025 Chevy Silverado. The contract piggybacks on Washington State contract [05916](#).

Background:

1. **History:** With the staffing of a 4th unit and the need for rapid response to facilitate adequate staffing for imminent rescue, we have identified the need for an on duty shift supervisor. Our current model of on-call duty chiefs responding from home is no longer adequate for our deployment model. In 2025 we will convert our Captains to Battalion Chiefs and move them out of the engine when staffing levels allow. The intention will be that in 2026 they are permanently out of the engines and will require a command vehicle for their position.
2. **Key Terms:**
 - The total contract price of \$67,134.29.
3. **Competitive Bidding:** The City has a cooperative purchasing agreement with the State of Washington and is procuring this purchase through Washington State contract 05916.

Budget Impact:

Vendor	Bud Clary Chevrolet, Inc.
Contract Amount	\$67,134.29
Earmarked Funds (2025 budget)	\$80,000

BARS #	501.790.594.48.60
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign PO #25-008-ERR-001 with Bud Clary Chevrolet, Inc. in the amount of \$67,134.29 for the purchase of a Fire Battalion 2025 Chevy Silverado.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 25-008-ERR-001



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

PURCHASE ORDER 25-008-ERR-001

Fire Battalion 2025 Chevy Silverado

VENDOR: BUD CLARY CHEVROLET, INC.
BECKY DAVIS
P O BOX 127
LONGVIEW, WA 98632

Date: December 9, 2024

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

Email: becky.davis@budclary.com
Phone: 360-423-1700

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	New/Unused 2025 Chevrolet Silverado 2500 4WD, and accessories, as specified in Exhibit A. This Work is subject to: • Specifications, incorporated as Exhibit A, • Washington State Contract 05916 and related Amendments, incorporated as Exhibit B. The aforementioned Exhibits A and B are hereby incorporated by reference and made a part hereof.	EA	\$61,932.00	\$61,932.00
Sum Total					\$61,932.00
Sales Tax @ 8.4%					\$5,202.29
Total Price					\$67,134.29

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

BUD CLARY CHEVROLET, INC.

CITY OF ANACORTES

Matt Miller, Mayor

Date

Date

COA PO #25-008-ERR-001
EXHIBIT A

Wil Ludemann

From: NOREPLY@des.wa.gov
Sent: Wednesday, November 27, 2024 8:20 AM
To: Wil Ludemann
Cc: descarsystem@des.wa.gov
Subject: Vehicle Quote - 2024-11-343 - ANACORTES, CITY OF - 22901

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

Vehicle Quote Number: 2024-11-343

[Create Purchase Request](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Bud Clary Chevrolet (W262)

Dealer Contact: Becky Davis

Dealer Phone: (360) 423-1700

Organization Information

Organization: ANACORTES, CITY OF - 22901

Email: ludemannw@cityofanacortes.org

Quote Notes:

Vehicle Location: ANACORTES

Color Options & Qty

Red Hot (G7C) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-0813-0001	2025 Chevrolet Silverado 2500 4WD(CK20903) Work Truck 142WB INCLUDES:Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm)(STD),Transmission, Allison 10-Speed automatic, GVWR, 10,250 lbs. (4649 kg) (STD)(Included and only available with CK20903 model and (L8T) 6.6L V8 gas engine with 17 wheels.), Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	1	\$48,082.00	\$48,082.00
2025-0813-0006	2025 Chevrolet 2500 Silverado 4WD (CK20743) Work Truck Crew Cab 159 WB, 42.1 CA, Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	1	\$3,500.00	\$3,500.00
2025-0813-0011	(H1T)Jet Black, Cloth seat trim	1	\$0.00	\$0.00
2025-0813-0012	(A2X)Seat adjuster, driver 10-way power including lumbar (Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package, (KI4) 120-volt power outlet and (H0U) Jet Black interior.)	1	\$290.00	\$290.00
2025-0813-0016	(ZLQ)WT Fleet Convenience Package (When ordered with (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted.)includes (QT5) EZ Lift power lock and release tailgate(Requires a Fleet or Government Sales Order and (UD5) Front and Rear Park Assist. Not available with (PCV) WT Convenience Package.Note: Crew Cab and Double Cab models (DBG) outside power-adjustable vertical trailering with heated upper glass can be upgraded to (DWI) trailer mirrors or	1	\$200.00	\$200.00

(DLN) outside heated power-adjustable, manual folding mirrors. Regular Cab models INCLUDES: (DLN) mirrors.)				
2025-0813-0020 (K4Z)Battery, auxiliary, 700 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)	1	\$135.00	\$135.00	
2025-0813-0024 (KW5)Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	1	\$150.00	\$150.00	
2025-0813-0033 (UF2)LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Not available with (ZW9) pickup bed delete.)	1	\$125.00	\$125.00	
2025-0813-0039 (Z71) Z71 Off-Road Package includes (Z71) Off-Road suspension with off-road tuned twin tube Rancho shocks, (JHD) Hill Descent Control and (NZZ) skid plates (transfer case and oil pan)(Requires 4WD model.Includes (QXT) LT265/70R17 all-terrain, blackwall tires.4X4 decals on bed are replaced with Z71 fender badge. Not available with (ZW9) pickup bed delete.)	1	\$525.00	\$525.00	
2025-0813-0101 Sprayin Bedliner	1	\$632.00	\$632.00	
2025-0813-0102 GM HD Molded Mud flaps(FRT&RR)(84254758/84254760)	1	\$305.00	\$305.00	
2025-0813-0105 GM (2500 CREW) WORK STEP RUNNING BOARDS(84388999)	1	\$700.00	\$700.00	
2025-0813-0557 Bedslide HD, 2000 lbs capacity, 75 percent pullout, 6.5ft bed, Black. (BS581)	1	\$2,665.00	\$2,665.00	
2025-0813-0601 LEER DCC Aluminum Canopy (6.5ft bed) 26in Tall (LE717)	1	\$2,970.00	\$2,970.00	
2025-0813-0608 LEER DCC - Exterior Color - Extra Cost paint to match factory color (LE726)	1	\$152.00	\$152.00	
2025-0813-0610 LEER DCC - Full Interior Headliner (does not cover inside door panels) (LE728)	1	\$165.00	\$165.00	
2025-0813-0613 LEER DCC - Rear Hatchback Door. (Removes tailgate. Must also order #733 to retain rearview camera function) (LE731)	1	\$237.00	\$237.00	
2025-0813-0615 LEER DCC - Backup Camera, mounted in third brake light. (Required for rear-view camera functionality when ordering double doors or hatchback door. Not compatible with Ultimate Trailer Tow Camera Package or 360 Camera factory pickup options) (LE733)	1	\$309.00	\$309.00	
2025-0813-0619 LEER DCC - Side Door Access Tool Storage Boxes, no dividers, both sides (Opt A) (LE738)	1	\$330.00	\$330.00	
2025-0813-0623 LEER DCC - Interior Lighting, Front, Rear, and Sides - (2) 20in tube lights, one at front, one at rear. (2) 40in Toolbox lights, one each side. All with prop switches. (Opt F) (LE742)	1	\$460.00	\$460.00	

Quote Totals

Total Vehicles:	1
Sub Total:	\$61,932.00
8.4 % Sales Tax:	\$5,202.29
Quote Total:	\$67,134.29



City Council Agenda Bill

Meeting Date: December 9, 2024 **Agenda Item:** 6.a.

Agenda Item Title: Municipal Services Agreement #24-287-LEG-001 between the City and the Samish Indian Nation

Staff Contact(s): Darcy Swetnam

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Darcy Swetnam	Contract Award

Item Summary: This Municipal Services Agreement between the Samish Indian Nation and the City identifies properties held in trust by the Samish Indian Nation and lays out the municipal services the City will provide to those and future trust properties in exchange for payment in lieu of taxes. This is very similar to the agreement between the Samish Indian Nation and the City executed in 2016.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move we authorize Mayor Miller to execute Agreement #24-287-LEG-001 between the City of Anacortes and the Samish Indian Nation regarding the provision of City services and other matters relating to tribal trust lands within the City.

Alternative Actions: Modify or not approve.

Attachments (listed in order presented):

1. 2024 12 09 Samish City MSA Agreement_Redline
2. 2024 12 09 Samish City MSA Agreement_Clean
3. Samish Municipal Services Agreement

AGREEMENT

BETWEEN

THE CITY OF ANACORTES

AND

THE SAMISH INDIAN NATION

REGARDING THE PROVISION OF CITY SERVICES AND OTHER MATTERS
RELATING TO TRIBAL TRUST LANDS WITHIN THE CITY

Agreement [**Draft**] between the City of Anacortes and the Samish Indian Nation

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1. AGREEMENT.

This AGREEMENT REGARDING THE PROVISION OF CITY SERVICES AND OTHER MATTERS RELATING TO TRIBAL TRUST LANDS WITHIN THE CITY (“Agreement”) is between the Samish Indian Nation (“Tribe”) and the City of Anacortes (“City”). The Tribe and City are each a Party and collectively the “Parties.” The Tribe and City agree as follows.

2. RECITALS.

General Principles:

2.1 The Samish Indian Nation (“Samish Tribe”) was administratively re-recognized as a federally recognized Indian tribe on April 9, 1996, and this re-recognition was judicially confirmed by the federal court on October 15, 1996. The Tribe was re-recognized without any protected land base, which is an essential component of the Tribe’s sovereignty and jurisdiction.

2.2 Federally recognized Indian tribes are eligible to acquire land in trust under Section 5 of the Indian Reorganization Act (“IRA”), originally codified at 25 U.S.C. § 465 and recently renumbered as 25 U.S.C. § 3208. The Samish Tribe acquired one parcel of land in trust under this authority in 2008, known as the Campbell Lake Property, outside the city limits of Anacortes. In 2009, the United States Supreme Court ruled in *Carcieri v. Salazar*, 555 U.S. 209 (2009), that eligibility to acquire land in trust under Section 5 of the IRA only applied to Indian tribes that were “under federal jurisdiction” on the date the IRA became law, June 18, 1934. Thereafter a neighboring Indian tribe challenged the eligibility of the Samish Indian Nation to acquire land in trust under the IRA. After extensive administrative proceedings, the Northwest Regional Director of the Bureau of Indian Affairs found on November 19, 2018, that the Samish Indian Nation was under federal jurisdiction in 1934 and therefore eligible to acquire in trust under the IRA. That finding was appealed administratively by the neighboring Indian tribe. On April 23, 2023, the Assistant Secretary-Indian Affairs independently found that the Samish Indian Nation was under federal jurisdiction in 1934 and therefore eligible to acquire land in trust under the IRA.

2.3 The Assistant Secretary – Indian Affairs then took three additional parcels of land in trust for the Samish Indian Nation – referred to as the Administration Building, the Longhouse Property, and the North Campbell Lake Property. Acquisition of land in trust is critical to exercise of the Samish Tribe’s sovereignty and is necessary for the Tribe to provide governmental services to its citizens and to engage in tribal economic development to generate revenues that will allow the Tribe to provide additional services and benefits to its citizens that are not funded by inadequate federal funding. The Samish Indian Nation plans to acquire additional land in trust in the future to meet tribal needs, both within and without the limits of the City of Anacortes.

2.4 Pursuant to federal law, when land is acquired in trust by the United States for the benefit of a federally recognized Indian tribe, it is no longer subject to state and local jurisdiction and regulation. It is commonly referred to as “Trust land.” The term trust land as used in this Agreement refers to land held in trust by the United States for the benefit of the Samish Indian

~~Nation.~~ ~~In addition, the~~ ~~Trust property~~ ~~Trust property~~ becomes exempt from state and local taxation and fees. State and local governments remain legally responsible for providing governmental services to the Tribe and ~~tribal-tribal trust~~ lands. Tribal fee lands generally remain subject to state and local jurisdiction and local taxes and fees.

2.5 Providing such services imposes financial costs on local governments, including the City of Anacortes. The Samish Indian Nation and the City of Anacortes enjoy a long-standing cooperative relationship, and the Samish Indian Nation desires to voluntarily compensate and reimburse the City of Anacortes for the cost of providing the Tribe and tribal trust properties with the services it provides to all other City properties and entities.

2.6 This Agreement will apply to the Samish Indian Nation's properties that are in trust status on the effective date of the Agreement and located within City boundaries. This Agreement will also apply to additional properties taken in trust in the future that are located within City boundaries. Every year on the anniversary of the Effective Date of this Agreement, the City and Tribe will meet to discuss implementation of this Agreement, at which time new properties taken into trust for the Samish Indian Nation will be incorporated into this Agreement and all terms contained herein shall apply to such properties going forward. The properties held in trust for the benefit of the Samish Indian Nation and located within City boundaries shall be listed in Appendix A, which shall be updated on the anniversary date set forth in this subsection, at which time the provisions of this Agreement shall apply to all such listed properties going forward.

Provisions Specifically Related to the Samish Indian Nation's Proposed Gaming Property at the Intersection of State Highway 20 and Thompson Road:

~~2.6~~ **2.7** The Tribe and the State of Washington ("State") have entered a Tribal-State Compact, Class III Gaming (65 FR 38570, June 21, 2000, "Compact"). The Compact provides authority for the Tribe to construct and operated a permanent gaming facility ("Gaming Facility") on "Indian land" as defined by the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq. ("IGRA").

~~2.7~~ **2.8** The Tribe owns in fee 11.2 acres of land at the southeast corner of Highway 20 and Thompson Road (known as the "March's Point Property" or "Gaming Property"). The Gaming Property is within the boundaries of the City of Anacortes. The Tribe has applied to place the Gaming Property into trust status pursuant to federal law, at which time the Gaming Property will become eligible as Indian land under IGRA for a gaming facility. This process takes place pursuant to 25 U.S.C. § 465 and 25 C.F.R. Part 151, and results in the United States of America taking the land into trust for the benefit of the Tribe.

2.9 Once the March's Point Property is taken into trust, the Gaming Property and the activities taking place on the Gaming Property will generally not be subject to the regulatory authority of the City. Because the Gaming Property is located within the City, the Tribe is to receive the same City services as other comparable land within the City, so long as the Tribe is willing to pay for those services on the same basis as other City property.

~~2.8~~ ~~2.10~~ The Tribe intends to cover all financial impacts and costs that are incurred by the City from the presence of the Tribe's Gaming Facility within the City, including the costs of regular City services and the cost of any other services and impacts that can be identified by the City or Tribe that are applicable to the Gaming Property.

~~2.9~~ ~~2.10~~ ~~4~~ The City is prepared to support the Tribe's proposed gaming facility on the March's Point Property and desires to enter into this Agreement with the Tribe to address financial impacts and other relevant issues arising from the presence of the gaming facility.

~~2.10~~ ~~2.11~~ ~~2~~ The City intends to provide services requested by the Tribe to the March's Point Property, the Gaming Facility, and any directly related facilities (e.g., restaurant, lodging or entertainment) located thereon on the same basis as City services are provided to other developments within the City, and to work cooperatively with the Tribe with regard to the Tribe's construction and operation of the Gaming Facility. The Tribe intends to pay for requested City services to the March's Point Property and the Gaming Facility on the same basis such services are paid for by other developments within the City; to reimburse the City fairly for other expenses the City incurs as a result of the presence of the March's Point Property and the Gaming Facility and to offset any impacts the Gaming Facility has on the City, and to work cooperatively with the City with regard to the Tribe's construction and operation of the Gaming Facility.

3. TERM – EFFECTIVE DATE.

3.1 Effective Date. This Agreement shall be effective ~~upon the latter of (1) the~~ execution of this Agreement by both the City and the Tribe provided that the provisions specific to the Thompson Road Gaming property will not become effective until that land is taken in trust for gaming by the United States; (2) any approval of this Agreement as may be required by the National Indian Gaming Commission and/or Bureau of Indian Affairs; and, (3) the final decision placing the Tribe's Gaming Property in trust status for gaming purposes.

3.2 Term. This Agreement shall remain in effect until it is terminated by mutual written agreement of the City and Tribe, or pursuant to Agreement Section 3.3.

3.3 Termination. This Agreement may be terminated at any time and for any reason by either Party. Unless otherwise agreed by the Parties under Agreement Section 15.1, upon written notice of termination to a Party, the Agreement shall terminate on the last day of the sixtieth (60) month (five years) following the date of receipt of the written notice of termination by the Party receiving such notice. The City and Tribe shall meet during this period to discuss what arrangements will replace this Agreement.

4. SCOPE OF AGREEMENT.

This Agreement addresses and resolves issues that the Tribe and the City have identified as of the date of this Agreement. If issues of concern to either Party about the Tribe's trust properties covered by this Agreement arise in the future, the Tribe and City agree to work cooperatively to resolve such issues by the adoption of Agreement amendments or other agreements, as may be necessary and appropriate. The City and the Tribe agree to participate in

good faith negotiations toward agreement on such issues whenever requested to do so by the other Party.

5. TRIBE'S VOLUNTARY CONTRIBUTION FOR SERVICES.

5.1 First Voluntary Contribution.

5.1.1 Tribal Payment to City. The Tribe agrees to make a voluntary financial services contribution to the City annually on April 30. The payment of the contribution shall be equal to one hundred ninety-four one hundredth of one percent (.00194) of the fair market value of the Tribe's Trust Properties in that year (the "Section 5.1.1 percentage"), based on the fair market value of comparable, privately-owned property of a commercial-retail nature, as determined by assessment of each Trust Property. The Section 5.1.1 Percentage will be adjusted annually on September 15th based on the Seattle ~~CPI~~, ~~CPI~~. The Tribe's payment to the City under Agreement Section 5.1 shall not be subject to RCW 84.72.010. Separately, the Tribe is contracting with Skagit County to address such local service providers such as the Anacortes School District, Fidalgo Park and Recreation District, Skagit County Emergency Medical Services and Skagit County Public Hospital District No. 2.

5.1.2 Payment Option. The Tribe may choose to make its financial services contribution under this section no less than quarterly, payable to the City. Payment may also be made by electronic or other means, as agreed by the Parties.

5.1.3 Modification of Assessment. The City will submit to the Tribe its annual estimate of the real estate assessment of the Tribe's Trust Properties, on or around October 1 of each year. The Tribe shall have sixty (60) days to respond to the City's proposed valuation. The parties shall attempt to negotiate and informally resolve any differences in valuation thereafter within sixty (60) days. If the value of each Property cannot be agreed upon by Parties within this time frame, the valuation shall be submitted to an independent arbitrator selected by mutual consent of the Parties, whose annual valuation of the Tribe's Trust Properties for purposes of this Agreement shall be final and binding on the Parties.

5.1.4 Valuation Method. The valuation assessment of the Tribe's Trust Properties shall not be based on the actual revenues or projected revenues earned from each of the Tribe's Trust Properties, including but not limited to net gaming revenues earned from the Tribe's Gaming Property. Provided, however, in determining the valuation of the Tribe's Trust Properties and improvements thereon, the cost approach, income (capitalization of net income) approach and comparable sales (if applicable) approach to valuation for comparable commercial/retail property may be employed.

5.2 Second Voluntary Contribution.

5.2.1 Tribal Payment to City. The Tribe agrees to make a voluntary financial services contribution to the City annually on February 1. The payment of the contribution shall be equal to one percent (1%) of annual retail sales (as described under Chapter 82.08 RCW) at each the Tribe's Trust Properties (as described under Chapter 82.08 RCW) and four percent (4%) for annual sales of any lodging facilities (as described under Chapter 67.28 RCW).

5.2.2 Payment Option. The Tribe may choose to make its financial services contribution under this section no less than quarterly, payable to the City. Payment may also be made by electronic or other means, as agreed by the Parties.

5.2.3 Schedule. The Tribe will file annually with the City a statement substantially similar to that required under Chapter 458-20 WAC. If the amount(s) under Agreement Section 5.2 cannot be agreed upon by Parties, the issue(s) shall be submitted to arbitration under Agreement Section 14. In the event the arbitrator determines that the Tribe's payment to City was under-reported by three percent (3%) or more in any year and the under-payment was deliberate, the Tribe shall pay the City's costs and attorney fees, including expert accounting or other fees. If the arbitrator determines that the City's figure regarding what is owed by the Tribe under Agreement Section 5.2 would result in an over-payment by the Tribe, the City shall pay the Tribe's costs and attorney fees, including expert accounting and other fees.

5.3 No Payment in Lieu of Taxation of Gambling Activities. It is understood by the parties that the Tribe shall enact and enforce such laws and regulations, in addition to federal laws and regulations and under the Compact, to address the conduct of gambling activities at the Tribe's Gaming Facility. As a result, there shall be no payment by Tribe to City in lieu of any City taxation of gambling activities under Chapter 9.46 RCW or other law.

6. WATER SERVICE.

6.1 Provision of Water Service. The City will provide water service to the Tribe's Trust Properties and to the Tribe's Gaming Facility on the same basis that the City provides water service to other property within the City. The Tribe will perform the actual installation and construction of water service on the Tribe's Trust Properties and associated facilities, using a water meter provided by the City. Except for meter(s), the Tribe will own, operate and maintain all water improvements on the Tribe's Trust Properties. The City shall have authority to inspect and sign off as to the safety of any water service facilities constructed by the ~~Tribe, but~~ Tribe but shall not have regulatory authority over such water service facilities. The Parties hereby acknowledge that the Tribe has no authority at any time to perform any construction, maintenance, or other services that in any way touch the City's water system. The City owns all water system infrastructure up to and including the meter.

6.2 Application and Payments for Service. The Tribe will file a standard application for water service with the City, and upon regular review and approval, the City will notify the Tribe that the application is complete, and that the Tribe has authorization to install the service. City may require backflow prevention and any other applicable requirements necessary to protect health and safety of the community. The City will process the application and issue the appropriate authorization in accordance with standard City procedures for processing such applications and issuing authorizations for water service.

6.3 System Development Charge. The Tribe will pay all required City capital facility charges, impact fees, connection, system development and similar charges (collectively, "System Development Charges") for water systems applicable to the type and size of development to be constructed on any of the Tribe's Trust Properties. Such payments shall be

made within sixty (60) days of the connection to the City meter of the Tribe's Gaming Facility or other improvement on any of the Tribe's Trust Properties.

6.4 Meter Charge. The Tribe will pay the standard City charge for the size of meter(s) applied for by the Tribe and approved by the City, for the Gaming Facility or other Tribe's Trust Properties. The City will provide the meter to the ~~Tribe, and~~ Tribe and provide any maintenance and repair on the same basis that the City provides such service to other water meters within the City.

6.5 Water Service Payments. The Tribe will make regular monthly payments to the City based on regular rates and charges for water service set by the City for applicable property. If the City establishes classes of customers and varies rates charged for water service, the City will charge the Tribe the comparable rate for developments of the size and type for the Gaming Facility or improvements on the Tribe's other Tribe's Trust Properties. In establishing classes of customers, the City shall act in good faith and will not use the establishment of a separate class as a basis to charge the Gaming Facility or the Tribe's other Tribe's Trust Properties unique or discriminatory water service rates and charges.

6.6 Public Works Permits. The Tribe will obtain public works permits and otherwise comply with applicable provisions of the Anacortes Municipal Code ("AMC") if the Tribe's construction work, including but not limited to installation of water service connections, involves construction or obstruction that will disturb the surface or subsurface of any City street, sidewalk or right-of-way. The City will review and process any applications from the Tribe for a public works permit under the regular City process.

6.7 Compliance with City Water Code. The Tribe will meet or exceed the substantive provisions of AMC, including uniform building, fire-, stormwater, and sewer codes, in receiving water service from the City on the Tribe's Trust Properties.

6.8 Water Volumes and Pressure. The Tribe will conduct any necessary or appropriate tests to determine whether there is sufficient water volumes and pressure in the City's water system in the vicinity of the Tribe's Trust Properties to provide adequate volumes and pressure for potable and irrigation water and fire protection purposes. If the City determines there is not sufficient water volumes and pressure for these purposes, the Tribe will be financially responsible for making necessary improvements to the City's water system to provide adequate water and fire-flow service. This Agreement does not provide the Tribe with permission to perform any activities that in any way touch the City's water system. In the event the Tribe's improvements to the City water system allow service to other properties, the City will enter into a late-comer agreement with the Tribe to provide for the payment by other properties and payment by City to Tribe of the pro rata share of costs incurred in the water system development.

7. SEWER SERVICE.

7.1 Provision of Sewer Service. The City will provide sewer service to the Tribe's Trust Properties and to the Tribe's Gaming Facility on the same basis that the City provides sewer service to other property within the City. The Tribe will perform the actual installation

and construction of sewer service to the Gaming Facility and associated facilities, which may include a grease intercept if required to protect the health and safety of the community. If sewer services need to be installed on non-gaming Trust Property, the Tribe will perform the installation and construction of the sewer service on the Trust Property.

7.2 Application and Payments for Service. The Tribe will file a standard application for sewer service with the City for each of the Tribe's Trust Properties. Upon regular review and approval of the application, the City will notify the Tribe that the application is complete and that the Tribe has authorization to install the service. The City will process the application and issue the appropriate authorization in accordance with standard City procedures for processing such applications and issuing authorizations for sewer service.

7.3 System Development Charge. The Tribe will pay the standard City System Development Charges and execute any required discharge agreements for sewer systems applicable to the type and size of development to be constructed, prior to connection of the Tribe's Gaming Facility or other Tribal Trust Properties to the City sewer system. The Tribe will pay any future or additional required general facilities charges if any Tribal Trust Property creates additional impact on the City's sanitary sewer system.

7.4 Sewer Connection Inspection Fee. The Tribe will pay the standard sewer inspection (including connection inspection) fees imposed by the City on property comparable to the Tribe's Gaming Facility or other Tribal Trust Properties. The City will conduct the appropriate inspections.

7.5 Sewer Service Payments. The Tribe will make monthly payments to the City based on regular retail rates and charges for sewer service set by the City for similar properties inside City limits. If the City establishes classes of customers and varies rates charged for sewer service, the City will charge the Tribe the comparable rate for property of the size and type for the Tribe's Gaming Facility or other Tribal Trust Properties. In establishing classes of customers, the City shall act in good faith and will not use the establishment of a separate class as a basis to charge the Tribe's Gaming Facility or other Tribal Trust Properties unique or discriminatory sewer service rates and charges.

7.6 Public Works Permits. The Tribe will obtain public works permits and otherwise comply with applicable provisions of the City Code if the Tribe's construction work on the Tribe's Trust Properties, including but not limited to installation of sewer service connections, involves construction or obstruction that will disturb the surface or subsurface of any City street, sidewalk or right-of-way. The City will review and process any applications from the Tribe for a public works permit under the regular City process.

7.7 Compliance with City Sewer Code. The Tribe will meet or exceed the substantive provisions of AMC, including applicable uniform building, fire, stormwater, and sewer code, in receiving sewer service from the City on the Tribe's Trust Properties.

8. STORM DRAINAGE SERVICE.

8.1 Provision of Storm Drainage Service. The City will provide storm drainage and surface water management services ("storm drainage") to the Tribe's Trust Properties and to the

Tribe's Gaming Facility on the same basis that the City provides storm drainage service to other property within the City. The Tribe will perform the actual installation and construction of storm drainage service to the Tribe's Trust Properties and to Tribe's Gaming Facility and associated facilities.

8.2—System Development Charge. ~~The Tribe will pay the storm drainage System Development Charge on the same basis as similar size and type of property within the City. The City does not currently have a storm drainage System Development Charge in place for storm drainage service. If the City adopts and finalizes such a Charge for all properties within the City before construction of the Tribe's Gaming Facility or construction on other of the Tribe's Trust Properties has been ongoing for sixty (60) days or more, then the Tribe will pay the storm drainage System Development Charge on the same basis as similar size and type of property within the City.~~

8.38.2 Sewer Connection Inspection Fee. The Tribe will pay the standard sewer (including connection inspection) fees imposed by the City on property comparable to the Gaming Facility proposed by the Tribe or improvements on other of the Tribe's Trust Properties. The City will conduct the appropriate inspection.

8.48.3 Storm Drainage Payments. The Tribe will make monthly payments to the City based on regular retail rates and charges for storm drainage services set by the City for similar properties inside City limits. If the City establishes classes of customers and varies rates charged for storm drainage services, the City will charge the Tribe the comparable rate for property of the size and type for the Tribe's Gaming Facility or the Tribe's other Tribe's Trust Properties. In establishing classes of customers, the City shall act in good faith and will not use the establishment of a separate class as a basis to charge the Tribe's Gaming Facility or other of the Tribe's Trust Properties unique or discriminatory sewer service rates and charges.

8.58.4 Application and Payments for Service. The Tribe will file a standard application for storm drainage service with the City, and upon regular review and approval, the City will notify the Tribe that the application is complete and that the Tribe has authorization to install the service. The City will process the application and issue the appropriate authorization in accordance with standard City procedures for processing such applications and issuing authorizations for storm drainage service.

8.68.5 Public Works Permits. The Tribe will obtain public works permits and otherwise comply with applicable provisions of the City Code if construction work on the Tribe's Trust Properties, including but not limited to installation of storm drainage service connections, involves construction or obstruction that will disturb the surface or subsurface of any City street, sidewalk or right-of-way. The City will review and process any applications from the Tribe for a public works permit under the regular City process.

8.78.6 Compliance with Storm Drainage Standards. The Tribe will meet or exceed the substantive provisions of the AMC for storm drainage in receiving storm drainage service from the City for the Tribe's Trust Properties. The Tribe will comply with standards applicable to the City under the Clean Water Act and other authority for the detention and discharge of storm water, including mitigation for water quality and capacity impacts on downstream systems.

9. SANITATION SERVICES.

9.1 Provision of Sanitation Services. The City will provide solid waste handling services to the Tribe's Trust Properties and to the Tribe's Gaming Facility, including but not limited to sanitation, garbage, refuse and recycling services, on the same basis that the City provides sanitation services to other property within the City.

9.2 Sanitation Services Payments. The Tribe will make monthly payments to the City based on regular rates and charges for sanitation services for similar properties set by the City for customers inside City limits. If the City establishes classes of customers and varies rates charged for sanitation services, the City will charge the Tribe the comparable rate for the sanitation services (e.g., type and size of containers and frequency of service) for the Tribe's Gaming Facility or other Tribal Trust Properties. In establishing classes of customers, the City shall act in good faith and will not use the establishment of a separate class as a basis to charge the Tribe's Gaming Facility or other Tribal Trust Properties unique or discriminatory sanitation services rates and charges.

9.3 Compliance with City Sanitation Code. The Tribe will meet or exceed the substantive provisions of the AMC for solid waste management in receiving sanitation service from the City on the Tribe's Trust Properties.

10. FIRE AND EMERGENCY MEDICAL SERVICES.

10.1 Provision of Services. The City will provide fire prevention, fire suppression and emergency medical services to the Tribe's Gaming Facility and the Tribe's Trust Properties on the same basis that the City provides such services to other property within the City.

10.2 ~~System Development Charge~~ Impact Fee. The Tribe will pay the standard City impact fee for fire services applicable to the type and size of development to be constructed, at the earlier of the time of the City's approval of plans under Agreement Section 10.3, or prior to final occupancy of the Tribe's Gaming Facility or other improvements constructed on the Tribe's Trust Properties.

Commented [LAE1]: Is it just a matter of title?

10.3 Compliance with City Fire Protection Code. The Tribe will meet or exceed the substantive provisions of the AMC and international building and fire codes in receiving fire protection service from the City on the Tribe's Trust Properties and at the Tribe's Gaming Facility. The Tribe will meet or exceed State and local codes, fire and life safety standards, including the current local and state building and fire codes at time of development. If the Tribe chooses to have the City perform standard building-related code review of the design of improvements on the Tribe's Trust Properties and at the Tribe's Gaming Facility and associated facilities and subsequent standard periodic inspections of the facilities, the Tribe will pay the standard fee charged by the City for such inspections.

10.4 Additional Emergency Medical Services. The Tribe shall separately fund, through the Skagit County EMS program for advanced life support (paramedic – "ALS") services, ALS services to the Tribe's Trust Properties and at the Tribe's Gaming Facility. If Tribe does not make payments to Skagit County EMS, the Tribe shall separately pay annually to the City for ALS services to the Tribe's Trust Properties thirty-five cents (\$.35) per one thousand

dollars (\$1,000) of the fair market value of each of the Tribe's Trust Properties in that year, based on the fair market value of comparable, privately-owned property of a commercial-retail nature, as determined by assessment of the Tribe's Trust Properties under Agreement Section 5.1.

11. ROAD/TRANSPORTATION SERVICES.

11.1 General.

11.1.1 Transportation Impacts. The Tribe's Gaming Property and proposed Gaming Facility is located at the south-east corner of the intersection of State Highway 20 and Thompson Road. In order to transfer the Gaming Property into federal trust status for the purpose of gaming pursuant to the Indian Gaming Regulatory Act, the Tribe must and is addressing all transportation-related impacts as part of an Environmental Impact Study and as part of its business plan. The Tribe will be addressing and mitigating any transportation-related impacts as part of its planning and construction of a Gaming Facility and associated facilities. The Tribe acknowledges that its proposed development on any of the Tribe's Trust Properties may impact local roads, including City streets. The Tribe commits to making all necessary streets modifications and improvements necessary to maintain the current level of service (LOS "C") on affected State, County roads and City streets and intersections, and to provide safe access to and from the Tribe's Trust Properties and the Tribe's Gaming Facility. Local streets in the vicinity of the Tribe's Gaming Property include Thompson Road, Summit Park Road, Stevenson Road, and Reservation Road. Other streets may be impacted by the presence of the Tribe's Gaming Facility on the Gaming Property or by improvements on other of the Tribe's Trust Properties. If as a result of traffic increases following commencement of operations, measured over a statistically qualified period, in excess of that identified and mitigated pursuant to the traffic impact study under Section 11.2 and the EIS, the parties shall work cooperatively to address such unanticipated impacts under Agreement Section 4.

11.1.2 Improvement and Benefit Districts. The Tribe consents to the jurisdiction of the City over, and for the inclusion of, the Tribe's Trust Properties within such Local Improvement Districts, Transportation Benefit Districts, or other systems or districts authorized by Washington state law for the funding of improvements to local roads that are impacted by traffic related to the Tribe's Trust Properties. The Tribe's Trust Properties shall be treated in the same manner as other, similarly situated private property. In establishing classifications of property or distinctions among property, the City shall act in good faith and will not use the establishment of a separate class as a basis to assess or charge the Tribe's Trust Properties unique or discriminatory assessments or charges. The Tribe is entitled to all legal rights of any private property to notice and opportunity to contest City actions, including assessments or payment requirements, arising from any such district or system. Notwithstanding RCW 35.50.010, or any other law, the City shall have no right to assert a lien against or foreclose upon the Tribe's Trust Properties for any disputed or delinquent assessment or charge that may arise from a City district or system authorized by this Section 11.1.2. The City's exclusive right to enforce an assessment or charge arising from a City district or system shall be through Agreement Section 14.

11.2 Traffic Impact Study. The Tribe and/or a contractor will conduct a traffic impact study for improvements on the Tribe's Trust Properties or on the Tribe's Gaming

Property and the proposed Gaming Facility. The Tribe will provide a copy of that traffic impact study to the City when completed in draft form and will receive and respond to the City's comments and recommendations with regard to the study and recommendations contained therein. The Tribe will pay on a full cost or shared cost basis (if recommended improvements or modification are not due entirely to the Tribe's development), depending on the conclusions of the traffic impact study, the reasonable cost of necessary street, road or highway improvements determined to be necessary as a result of the study or WSDOT requirements, subject to the Tribe's right to initiate an appropriate dispute resolution process with regard to such costs. In the event the City concludes that the traffic impact study does not adequately identify transportation system improvements to be provided to local streets either on a full cost or shared cost basis by the Tribe or does not establish an adequate time period for completion of recommended improvements, the City may initiate binding arbitration as established by Section 14 of this Agreement. In any arbitration under this section, the issues to be arbitrated shall be limited to (1) whether the traffic impact study adequately identifies transportation impacts to the local streets related to improvements on the Tribe's Trust Properties or related to operation of the Tribe's Gaming Facility and any related development on the Gaming Property; (2) whether the transportation system improvements identified to be provided either on a full cost or shared cost basis by the Tribe pursuant to the final study are sufficient to prevent improvements on the Tribe's Trust Properties or operation of the Tribe's Gaming Facility and related development causing the degradation of transportation levels of service on local streets to levels of service that are deemed unacceptable according to transportation industry standards commonly applicable in cities such as the City; (3) if the improvements are necessary to prevent such degradation of levels of service; and (4) whether the time schedule established by the study for completion of required improvements is adequate and, if not, what time schedule would be adequate. The Tribe will provide any transportation system improvements to local streets that are determined by the arbitration process to be necessary to prevent such degradation of levels of service, according to the schedule and on the full or shared cost basis determined by the arbitration process.

11.3 System Development Charge. The Tribe will pay the standard City System Development Charges (and/or impact fees) for city streets applicable to the type and size of development to be constructed, within sixty (60) days after construction of improvements on the Tribe's Trust Properties or construction of the Tribe's Gaming Facility commences.

11.4 SR 20 Landscaping. The Tribe shall comply with standards established by the State, in agreement with the City, for landscaping and frontage improvements to SR 20 adjacent to the Gaming Property.

12. LAW ENFORCEMENT SERVICES.

12.1 General. Once any of the Tribe's Properties is in trust status, such Property will not generally be subject to State or local law enforcement authority. At present, the Tribe does not have its own law enforcement force, has not enacted criminal laws or procedures applicable to the Tribe or to the Tribe's Trust Properties, and does not plan to establish its own law enforcement force in the near future. The Tribe therefore desires that the City provide law enforcement services to the Tribe's Trust Properties. By this Agreement, the Tribe consents and agrees that the City may exercise State and local criminal law jurisdiction over the Tribe's Trust

Properties until such time as the Tribe enacts its own criminal code and establishes its own police force. The City will exercise this law enforcement authority over the Tribe's Trust Properties in ~~non~~^{non}-discriminatory fashion. The parties intend to further address this jurisdiction in a separate agreement ("public safety agreement").

12.2 Public Safety Agreement. The Tribe and the City will separately negotiate and finalize such a public safety agreement. The scope of the City's law enforcement authority, procedures for coordination between the City and Tribe, conducting criminal background checks and other activities may be appropriate subjects for a public safety agreement.

12.3 Commencement of Tribal Law Enforcement Authority. In the event the Tribe establishes its own police force with authority over the Tribe's Trust Properties and the Tribe's Gaming Facility, the City and the Tribe will negotiate a further or new public safety agreement that will address the enforcement of criminal laws on the Tribe's Trust Properties and in the Tribe's Gaming Facility; incarceration, prosecution and related activities. A public safety agreement may also include Skagit County and the State.

12.4 Miscellaneous. Nothing in this Agreement affects any civil or criminal jurisdiction the State of Washington or the United States may have over the Tribe's Trust Properties pursuant to Public Law 280. Except for authorized federal, state, county, City or tribal law enforcement officers, no person may possess firearms on the Tribe's Trust Properties or in the Tribe's Gaming Facility.

13. OTHER SERVICES INVOLVING FEES AND CHARGES; REGULATIONS.

13.1 In General. The City and the Tribe have attempted in this Agreement to identify those City services that the Tribe would like the City to provide to the Tribe's Trust Properties and/or the Tribe's Gaming Facility, or which the City provides to similarly situated properties, for which the City as a standard practice imposes fees or charges on those receiving the services. In the event the City or Tribe identify other City services that either the Tribe would like the City to provide to the Tribe's Trust Properties or that the City provides to properties within its boundaries as a matter of due course, the City and the Tribe will determine on a mutually agreeable basis, subject to arbitration in the event agreement cannot be reached, what level of service will be provided by the City and the fee or charge that the Tribe will pay to the City in exchange for receiving such services.

13.2 Non-Standard Services. The Tribe may request that the City provide, in relation to the Tribe's Trust Properties and the Tribe's Gaming Facility, services that are not standard City services, that are not covered by this Agreement, or that are provided only pursuant to special agreement calling for a requester's payment for such services. One example might be a request for additional police coverage for a special event taking place at the Tribe's Gaming Facility. In the event the Tribe requests such non-standard services and the City is willing and able to provide the services, the City will provide the service on a cost recovery basis as mutually agreed to by the City and the Tribe, subject to arbitration in the event agreement cannot be reached.

13.3 Health, Safety, and Environmental Emergencies. After notice to the Tribe and receiving the Tribe's consent, the City may enter the Tribe's Trust Properties if ~~neccessary~~**necessary**, on an emergency basis to respond to and mitigate an imminent threat to public health, safety, or the environment only to the extent necessary to respond to the emergency condition. The City may charge for services provided under this paragraph to recover costs incurred.

13.3 Park Impact Fees. The City has adopted and maintains a parks and recreation impact fee ordinance that is applicable to the development and use of certain occupancies within the City. See Chapter 3.92-93 AMC. Any development on the Tribe's Trust Properties that, at the time of permit application or other notice to the City, qualifies under the Anacortes Municipal Code for application of a parks and recreation impact fee, shall be subject to such fee. The Tribe shall pay to the City the impact fee within sixty (60) days of the date of commencement of construction of the occupancy subject to the fee.

13.4 Additional System Development Charges. In the event the City enacts other system development charges and/or impact fees, *e.g.*, for schools or libraries, and such charges are in place and effective sixty (60) days or less after the Tribe has commenced construction of its Gaming Facility or improvements on other of the Tribe's Trust Properties, the Tribe will be responsible for such charges under the same conditions and circumstances as similarly situated properties would be subject to such charges.

13.5 Signage. Signage on the Gaming Property shall comply with the AMC: one (1) monument sign that (a) may include video, LCD or similar displays with changing video images or other moving displays; ~~and~~**and** (b) does not exceed 50 feet in height, 30 feet in width and 450 square feet of display area. The City agrees to consider and negotiate in good faith pursuant to this Agreement a request by the Tribe for additional signage that may not strictly comply with requirements and restrictions under the AMC. There shall be sufficient set back from SR 20 for any signage on the Tribe's Gaming Property to prevent traffic hazards or safety issues.

14. DISPUTES AND REMEDIES.

14.1 General. Jurisdiction under this Section 14 is limited to the terms and provisions of this Agreement, and no jurisdiction is granted for any other dispute or issue.

14.2 Notice. In the event either the City or Tribe believes that the other Party is not complying with any provision of this Agreement, the City or Tribe will first give written notice to the other Party of the alleged violation, identifying the specific provision of this Agreement that the other Party is allegedly not complying with, the factual basis for the alleged noncompliance, and the suggested solution to the alleged non-compliance.

14.3 Informal Resolution. The Tribe and City agree to cooperate to the greatest degree possible in the implementation and enforcement of this Agreement. If a violation of this Agreement is alleged by either Party as set forth above, the Parties will have thirty (30) days to meet and attempt informal resolution of the alleged violation. This time period may be extended as long as may be necessary by mutual agreement of the Parties. If it is agreed that noncompliance exists, the Party who is in violation will have thirty (30) days to cure the

noncompliance or, in the event it is not practicable to cure the noncompliance within this time frame, initiates steps to cure the noncompliance within this time frame with due diligence and completes the cure as soon as reasonably practicable. In such ~~event~~an event, the notifying Party will not have any other remedy under this Agreement.

14.4 Arbitration.

14.4.1 In the parties have not reached informal resolution of any alleged noncompliance under this Agreement, that the Party alleging noncompliance may give the other Party written notice initiating arbitration. Similarly, a Party seeking arbitration as provided elsewhere in this Agreement may initiate arbitration by giving written notice to the other Party as provided for in this Agreement. The parties shall attempt to agree on an arbitrator. If the City and Tribe cannot agree on an arbitrator, they will each, within a fifteen (15) day period, appoint their own arbitrator, who will jointly select a third arbitrator. If the two arbitrators cannot agree on a third arbitrator, the third arbitrator will be appointed by either the presiding judge for the Superior Court of Skagit County or the presiding judge of the United States District Court for the Western District of Washington, at the option of the parties.

14.4.2 Arbitration shall be conducted pursuant to the rules for commercial arbitration maintained by the American Arbitration Association (“AAA Rules”), including authority of the Arbitrator to authorize and compel discovery. Except for application of AAA Rules, the American Arbitration Association shall have no interest or involvement in Agreement arbitration proceedings. Unless otherwise determined by the arbitrator or arbitration panel, within forty-five (45) days after the arbitrator or arbitration panel has been selected, the arbitrator or arbitration panel will conduct and complete an arbitration hearing on the matter in ~~dispute, and~~dispute and will render its decision. The decision of the arbitrator or arbitration panel will be binding on the City and the Tribe. The Tribe and the City will each pay one-half of the cost of the single or third arbitrator. Arbitration shall be the sole and exclusive judicial remedy available to the parties under this Agreement, except as set out in this Section 14.

14.5 Compliance with Arbitration Decision. The decision of an arbitrator or arbitration panel rendered under this section shall be final for the City and the Tribe. In the event the Party against whom an arbitration decision is rendered does not comply with the arbitration decision, the prevailing Party may seek judicial enforcement in the Skagit County Superior Court or in the United States District Court for the Western District of Washington, whose decision will be final. A Party may also seek judicial resolution under this subsection of a dispute over whether the Party is in fact complying with the arbitration decision. If, after a final arbitration or judicial decision, the noncompliant Party has not complied with the arbitration decision and does not comply with that decision, the prevailing Party may seek compliance in the applicable ~~court, court~~. The Tribe shall remain responsible for all payments to City under this Agreement during any period prior to Agreement termination.

14.6 Standing to Arbitrate and Enforce Arbitration Decision. Enforcement of this Agreement, and standing to initiate dispute resolution, arbitration, or any other remedy provided for in this Agreement is limited to the City and the Tribe. No provision or language in this section or anywhere in this Agreement shall be deemed to confer standing on any third party to enforce the rights of the City or the Tribe, or to grant any substantive rights to any person or

entity other than the substantive rights specifically granted to the City and the Tribe in this Agreement.

14.7 Extent of Remedies. Remedies under this Agreement and this section are expressly limited to (a) actual damages; (b) specific performance under this Agreement; and (c) the City's right to cease utility service to the Tribe's Trust Properties if payment for such services are not received within thirty (30) days following an agreement of the Parties regarding a dispute or the decision in arbitration under Agreement Section 14. It is the express agreement of the City and the Tribe that remedies under this Agreement will not include claims other than those relating directly to compliance with the specific terms of this Agreement, and that in particular claims in tort or for punitive damages are prohibited. The Tribe and the City will each be responsible for their own attorney costs and expenses associated with enforcement and implementation of this Agreement, except as otherwise specifically stated herein.

14.8 Limited Waiver of Sovereign Immunity. The Tribe and the City agree to waive their respective sovereign immunity, in limited fashion, for the purposes of this Agreement. The waiver of sovereign immunity made by each Party is limited to the specific actions and remedies authorized in this Agreement and is made only in favor of the other Party and not for any other person, party or entity. The City and the Tribe expressly consent to the jurisdiction of the Superior Court for Skagit County and the United States District Court for the District of Western Washington for the claims specifically authorized in this Agreement. The Tribe specifically waives any legal right it may have under federal law to exhaust Tribal Court remedies before any action may be brought by the City in Superior or District Court as set out in this section.

14.9 Alternative Dispute Resolution. The City and the Tribe may by separate written agreement pursue alternative dispute resolution methods rather than the arbitration and judicial proceedings authorized under this section. In the event the City and Tribe agree to pursue alternative dispute resolution for a particular claim, the Parties shall do so in writing and indicate whether the dispute resolution methods set out in this section are waived or not.

15. MISCELLANEOUS.

15.1 Amendments. Either the City or the Tribe may give the other Party written notice at any time, initiating negotiations to amend, modify or terminate this Agreement. In such event, the Parties will enter into good faith negotiations regarding the proposed amendment, modification or termination. This Agreement will remain in effect until amended, modified or terminated pursuant to such negotiations, or terminated as elsewhere provided by this Agreement.

15.2 Taxation or Regulation by the City. Nothing in this Agreement shall be deemed to authorize the City to impose any tax, fee, charge, or assessment upon the Tribe, Tribal Trust Property or any Tribal activity, or to exercise any regulatory authority over the Tribe, Tribal Trust Property or any Tribal activity, except for fees, charges or regulatory authority expressly authorized by this Agreement.

15.3 Preservation of Tribal Self-Government. Nothing in this Agreement authorizes the City to regulate or interfere in any manner with the government of the Tribe.

15.4 Rights Limited to City and Tribe. This Agreement is exclusively for the benefit of and governs only the respective authorities and relations between the Tribe and the City, and does not create, grant or confer any rights whatsoever to any third party, person or entity.

15.5 Notices. All notices authorized under this Agreement shall be given by first class mail, postage prepaid. Notice so mailed shall be deemed to have been received on the third (3) business day following the date of mailing. Notices shall be to the following addresses or to such alternative addresses as are provided for in a written notice given by one Party to the other:

For the City:

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

For the Tribe:

Chief Operations Officer
Samish Indian Nation
P.O. Box 217
Anacortes, WA 98221

The Parties are also encouraged to communicate with each other by phone, e-mail, or by other communication methods, but the method specified in this section is required for all official notices unless expressly agreed to in the alternative in writing.

15.6 Severability. In the event any section or provision of this Agreement is held invalid, either Party may initiate negotiations pursuant to Agreement Section 15.1 to amend or modify this Agreement in response to such invalidity and, if the Party is not satisfied with the outcome of such negotiations, may terminate this Agreement by giving written notice of termination to the other Party pursuant to the terms of this Agreement. If neither Party exercises its rights under this subsection, it is the intent of the City and the Tribe that the remaining sections and provisions of the Agreement will continue in full force and effect.

15.7 Integration – Construction. This Agreement contains the complete and exclusive expression of the City's and the Tribe's intent and agreement. Both Parties were advised by legal counsel and participated in the drafting of this Agreement. There shall be no construction of this Agreement based on the origination or edits of any provision of this Agreement by a Party.

16. EXECUTION AND APPROVAL

Each of the below representatives of the Parties represent and warrant that each has been duly authorized to execute the Agreement for and on behalf of the identified Party.

CITY OF ANACORTES

SAMISH INDIAN NATION

Matt Miller, Mayor

Thomas D. Wooten, Chairman

Date: _____

Date: _____

Kimberlee Anderson, Chief Operating Officer

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

Tribal Attorney

Date: _____

Date: _____

AGREEMENT

BETWEEN

THE CITY OF ANACORTES

AND

THE SAMISH INDIAN NATION

REGARDING THE PROVISION OF CITY SERVICES AND OTHER MATTERS
RELATING TO TRIBAL TRUST LANDS WITHIN THE CITY

Agreement [**Draft**] between the City of Anacortes and the Samish Indian Nation

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1. AGREEMENT.

This AGREEMENT REGARDING THE PROVISION OF CITY SERVICES AND OTHER MATTERS RELATING TO TRIBAL TRUST LANDS WITHIN THE CITY (“Agreement”) is between the Samish Indian Nation (“Tribe”) and the City of Anacortes (“City”). The Tribe and City are each a Party and collectively the “Parties.” The Tribe and City agree as follows.

2. RECITALS.

General Principles:

2.1 The Samish Indian Nation (“Samish Tribe”) was administratively re-recognized as a federally recognized Indian tribe on April 9, 1996, and this re-recognition was judicially confirmed by the federal court on October 15, 1996. The Tribe was re-recognized without any protected land base, which is an essential component of the Tribe’s sovereignty and jurisdiction.

2.2 Federally recognized Indian tribes are eligible to acquire land in trust under Section 5 of the Indian Reorganization Act (“IRA”), originally codified at 25 U.S.C. § 465 and recently renumbered as 25 U.S.C. § 3208. The Samish Tribe acquired one parcel of land in trust under this authority in 2008, known as the Campbell Lake Property, outside the city limits of Anacortes. In 2009, the United States Supreme Court ruled in *Carcieri v. Salazar*, 555 U.S. 209 (2009), that eligibility to acquire land in trust under Section 5 of the IRA only applied to Indian tribes that were “under federal jurisdiction” on the date the IRA became law, June 18, 1934. Thereafter a neighboring Indian tribe challenged the eligibility of the Samish Indian Nation to acquire land in trust under the IRA. After extensive administrative proceedings, the Northwest Regional Director of the Bureau of Indian Affairs found on November 19, 2018, that the Samish Indian Nation was under federal jurisdiction in 1934 and therefore eligible to acquire in trust under the IRA. That finding was appealed administratively by the neighboring Indian tribe. On April 23, 2023, the Assistant Secretary-Indian Affairs independently found that the Samish Indian Nation was under federal jurisdiction in 1934 and therefore eligible to acquire land in trust under the IRA.

2.3 The Assistant Secretary – Indian Affairs then took three additional parcels of land in trust for the Samish Indian Nation – referred to as the Administration Building, the Longhouse Property, and the North Campbell Lake Property. Acquisition of land in trust is critical to exercise of the Samish Tribe’s sovereignty and is necessary for the Tribe to provide governmental services to its citizens and to engage in tribal economic development to generate revenues that will allow the Tribe to provide additional services and benefits to its citizens that are not funded by inadequate federal funding. The Samish Indian Nation plans to acquire additional land in trust in the future to meet tribal needs, both within and without the limits of the City of Anacortes.

2.4 Pursuant to federal law, when land is acquired in trust by the United States for the benefit of a federally recognized Indian tribe, it is no longer subject to state and local jurisdiction and regulation. It is commonly referred to as “Trust land.” The term trust land as used in this Agreement refers to land held in trust by the United States for the benefit of the Samish Indian

Nation. Trust property becomes exempt from state and local taxation and fees. State and local governments remain legally responsible for providing governmental services to the Tribe and tribal trust lands. Tribal fee lands generally remain subject to state and local jurisdiction and local taxes and fees.

2.5 Providing such services imposes financial costs on local governments, including the City of Anacortes. The Samish Indian Nation and the City of Anacortes enjoy a long-standing cooperative relationship, and the Samish Indian Nation desires to voluntarily compensate and reimburse the City of Anacortes for the cost of providing the Tribe and tribal trust properties with the services it provides to all other City properties and entities.

2.6 This Agreement will apply to the Samish Indian Nation's properties that are in trust status on the effective date of the Agreement and located within City boundaries. This Agreement will also apply to additional properties taken in trust in the future that are located within City boundaries. Every year on the anniversary of the Effective Date of this Agreement, the City and Tribe will meet to discuss implementation of this Agreement, at which time new properties taken into trust for the Samish Indian Nation will be incorporated into this Agreement and all terms contained herein shall apply to such properties going forward. The properties held in trust for the benefit of the Samish Indian Nation and located within City boundaries shall be listed in Appendix A, which shall be updated on the anniversary date set forth in this subsection, at which time the provisions of this Agreement shall apply to all such listed properties going forward.

Provisions Specifically Related to the Samish Indian Nation's Proposed Gaming Property at the Intersection of State Highway 20 and Thompson Road:

2.7 The Tribe and the State of Washington ("State") have entered a Tribal-State Compact, Class III Gaming (65 FR 38570, June 21, 2000, "Compact"). The Compact provides authority for the Tribe to construct and operated a permanent gaming facility ("Gaming Facility") on "Indian land" as defined by the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq. ("IGRA").

2.8 The Tribe owns in fee 11.2 acres of land at the southeast corner of Highway 20 and Thompson Road (known as the "March's Point Property" or "Gaming Property"). The Gaming Property is within the boundaries of the City of Anacortes. The Tribe has applied to place the Gaming Property into trust status pursuant to federal law, at which time the Gaming Property will become eligible as Indian land under IGRA for a gaming facility. This process takes place pursuant to 25 U.S.C. § 465 and 25 C.F.R. Part 151, and results in the United States of America taking the land into trust for the benefit of the Tribe.

2.9 Once the March's Point Property is taken into trust, the Gaming Property and the activities taking place on the Gaming Property will generally not be subject to the regulatory authority of the City. Because the Gaming Property is located within the City, the Tribe is to receive the same City services as other comparable land within the City, so long as the Tribe is willing to pay for those services on the same basis as other City property.^{2.10} The Tribe intends to cover all financial impacts and costs that are incurred by the City from the presence of the Tribe's Gaming Facility within the City, including the costs of regular City services and the cost

of any other services and impacts that can be identified by the City or Tribe that are applicable to the Gaming Property.

2.10 The City is prepared to support the Tribe's proposed gaming facility on the March's Point Property and desires to enter into this Agreement with the Tribe to address financial impacts and other relevant issues arising from the presence of the gaming facility.

2.11 The City intends to provide services requested by the Tribe to the March's Point Property, the Gaming Facility, and any directly related facilities (e.g., restaurant, lodging or entertainment) located thereon on the same basis as City services are provided to other developments within the City, and to work cooperatively with the Tribe with regard to the Tribe's construction and operation of the Gaming Facility. The Tribe intends to pay for requested City services to the March's Point Property and the Gaming Facility on the same basis such services are paid for by other developments within the City; to reimburse the City fairly for other expenses the City incurs as a result of the presence of the March's Point Property and the Gaming Facility and to offset any impacts the Gaming Facility has on the City, and to work cooperatively with the City with regard to the Tribe's construction and operation of the Gaming Facility.

3. TERM – EFFECTIVE DATE.

3.1 Effective Date. This Agreement shall be effective the execution of this Agreement by both the City and the Tribe provided that the provisions specific to the Thompson Road Gaming property will not become effective until that land is taken in trust for gaming by the United States..

3.2 Term. This Agreement shall remain in effect until it is terminated by mutual written agreement of the City and Tribe, or pursuant to Agreement Section 3.3.

3.3 Termination. This Agreement may be terminated at any time and for any reason by either Party. Unless otherwise agreed by the Parties under Agreement Section 15.1, upon written notice of termination to a Party, the Agreement shall terminate on the last day of the sixtieth (60) month (five years) following the date of receipt of the written notice of termination by the Party receiving such notice. The City and Tribe shall meet during this period to discuss what arrangements will replace this Agreement.

4. SCOPE OF AGREEMENT.

This Agreement addresses and resolves issues that the Tribe and the City have identified as of the date of this Agreement. If issues of concern to either Party about the Tribe's trust properties covered by this Agreement arise in the future, the Tribe and City agree to work cooperatively to resolve such issues by the adoption of Agreement amendments or other agreements, as may be necessary and appropriate. The City and the Tribe agree to participate in good faith negotiations toward agreement on such issues whenever requested to do so by the other Party.

5. TRIBE'S VOLUNTARY CONTRIBUTION FOR SERVICES.

5.1 First Voluntary Contribution.

5.1.1 Tribal Payment to City. The Tribe agrees to make a voluntary financial services contribution to the City annually on April 30. The payment of the contribution shall be equal to one hundred ninety-four one hundredth of one percent (.00194) of the fair market value of the Tribe's Trust Properties in that year (the "Section 5.1.1 percentage"), based on the fair market value of comparable, privately-owned property of a commercial-retail nature, as determined by assessment of each Trust Property. The Section 5.1.1 Percentage will be adjusted annually on September 15th based on the Seattle CPI. The Tribe's payment to the City under Agreement Section 5.1 shall not be subject to RCW 84.72.010. Separately, the Tribe is contracting with Skagit County to address such local service providers such as the Anacortes School District, Fidalgo Park and Recreation District, Skagit County Emergency Medical Services and Skagit County Public Hospital District No. 2.

5.1.2 Payment Option. The Tribe may choose to make its financial services contribution under this section no less than quarterly, payable to the City. Payment may also be made by electronic or other means, as agreed by the Parties.

5.1.3 Modification of Assessment. The City will submit to the Tribe its annual estimate of the real estate assessment of the Tribe's Trust Properties, on or around October 1 of each year. The Tribe shall have sixty (60) days to respond to the City's proposed valuation. The parties shall attempt to negotiate and informally resolve any differences in valuation thereafter within sixty (60) days. If the value of each Property cannot be agreed upon by Parties within this time frame, the valuation shall be submitted to an independent arbitrator selected by mutual consent of the Parties, whose annual valuation of the Tribe's Trust Properties for purposes of this Agreement shall be final and binding on the Parties.

5.1.4 Valuation Method. The valuation assessment of the Tribe's Trust Properties shall not be based on the actual revenues or projected revenues earned from each of the Tribe's Trust Properties, including but not limited to net gaming revenues earned from the Tribe's Gaming Property. Provided, however, in determining the valuation of the Tribe's Trust Properties and improvements thereon, the cost approach, income (capitalization of net income) approach and comparable sales (if applicable) approach to valuation for comparable commercial/retail property may be employed.

5.2 Second Voluntary Contribution.

5.2.1 Tribal Payment to City. The Tribe agrees to make a voluntary financial services contribution to the City annually on February 1. The payment of the contribution shall be equal to one percent (1%) of annual retail sales (as described under Chapter 82.08 RCW) at each the Tribe's Trust Properties and four percent (4%) for annual sales of any lodging facilities (as described under Chapter 67.28 RCW).

5.2.2 Payment Option. The Tribe may choose to make its financial services contribution under this section no less than quarterly, payable to the City. Payment may also be made by electronic or other means, as agreed by the Parties.

5.2.3 Schedule. The Tribe will file annually with the City a statement substantially similar to that required under Chapter 458-20 WAC. If the amount(s) under Agreement Section 5.2 cannot be agreed upon by Parties, the issue(s) shall be submitted to arbitration under Agreement Section 14. In the event the arbitrator determines that the Tribe's payment to City was under-reported by three percent (3%) or more in any year and the under-payment was deliberate, the Tribe shall pay the City's costs and attorney fees, including expert accounting or other fees. If the arbitrator determines that the City's figure regarding what is owed by the Tribe under Agreement Section 5.2 would result in an over-payment by the Tribe, the City shall pay the Tribe's costs and attorney fees, including expert accounting and other fees.

5.3 No Payment in Lieu of Taxation of Gambling Activities. It is understood by the parties that the Tribe shall enact and enforce such laws and regulations, in addition to federal laws and regulations and under the Compact, to address the conduct of gambling activities at the Tribe's Gaming Facility. As a result, there shall be no payment by Tribe to City in lieu of any City taxation of gambling activities under Chapter 9.46 RCW or other law.

6. WATER SERVICE.

6.1 Provision of Water Service. The City will provide water service to the Tribe's Trust Properties and to the Tribe's Gaming Facility on the same basis that the City provides water service to other property within the City. The Tribe will perform the actual installation and construction of water service on the Tribe's Trust Properties and associated facilities, using a water meter provided by the City. Except for meter(s), the Tribe will own, operate and maintain all water improvements on the Tribe's Trust Properties. The City shall have authority to inspect and sign off as to the safety of any water service facilities constructed by the Tribe but shall not have regulatory authority over such water service facilities. The Parties hereby acknowledge that the Tribe has no authority at any time to perform any construction, maintenance, or other services that in any way touch the City's water system. The City owns all water system infrastructure up to and including the meter.

6.2 Application and Payments for Service. The Tribe will file a standard application for water service with the City, and upon regular review and approval, the City will notify the Tribe that the application is complete, and that the Tribe has authorization to install the service. City may require backflow prevention and any other applicable requirements necessary to protect health and safety of the community. The City will process the application and issue the appropriate authorization in accordance with standard City procedures for processing such applications and issuing authorizations for water service.

6.3 System Development Charge. The Tribe will pay all required City capital facility charges, impact fees, connection, system development and similar charges (collectively, "System Development Charges") for water systems applicable to the type and size of development to be constructed on any of the Tribe's Trust Properties. Such payments shall be made within sixty (60) days of the connection to the City meter of the Tribe's Gaming Facility or other improvement on any of the Tribe's Trust Properties.

6.4 Meter Charge. The Tribe will pay the standard City charge for the size of meter(s) applied for by the Tribe and approved by the City, for the Gaming Facility or other

Tribe's Trust Properties. The City will provide the meter to the Tribe and provide any maintenance and repair on the same basis that the City provides such service to other water meters within the City.

6.5 Water Service Payments. The Tribe will make regular monthly payments to the City based on regular rates and charges for water service set by the City for applicable property. If the City establishes classes of customers and varies rates charged for water service, the City will charge the Tribe the comparable rate for developments of the size and type for the Gaming Facility or improvements on the Tribe's other Tribe's Trust Properties. In establishing classes of customers, the City shall act in good faith and will not use the establishment of a separate class as a basis to charge the Gaming Facility or the Tribe's other Tribe's Trust Properties unique or discriminatory water service rates and charges.

6.6 Public Works Permits. The Tribe will obtain public works permits and otherwise comply with applicable provisions of the Anacortes Municipal Code ("AMC") if the Tribe's construction work, including but not limited to installation of water service connections, involves construction or obstruction that will disturb the surface or subsurface of any City street, sidewalk or right-of-way. The City will review and process any applications from the Tribe for a public works permit under the regular City process.

6.7 Compliance with City Water Code. The Tribe will meet or exceed the substantive provisions of AMC, including uniform building, fire, stormwater, and sewer codes, in receiving water service from the City on the Tribe's Trust Properties.

6.8 Water Volumes and Pressure. The Tribe will conduct any necessary or appropriate tests to determine whether there is sufficient water volumes and pressure in the City's water system in the vicinity of the Tribe's Trust Properties to provide adequate volumes and pressure for potable and irrigation water and fire protection purposes. If the City determines there is not sufficient water volumes and pressure for these purposes, the Tribe will be financially responsible for making necessary improvements to the City's water system to provide adequate water and fire-flow service. This Agreement does not provide the Tribe with permission to perform any activities that in any way touch the City's water system. In the event the Tribe's improvements to the City water system allow service to other properties, the City will enter into a late-comer agreement with the Tribe to provide for the payment by other properties and payment by City to Tribe of the pro rata share of costs incurred in the water system development.

7. SEWER SERVICE.

7.1 Provision of Sewer Service. The City will provide sewer service to the Tribe's Trust Properties and to the Tribe's Gaming Facility on the same basis that the City provides sewer service to other property within the City. The Tribe will perform the actual installation and construction of sewer service to the Gaming Facility and associated facilities, which may include a grease intercept if required to protect the health and safety of the community. If sewer services need to be installed on non-gaming Trust Property, the Tribe will perform the installation and construction of the sewer service on the Trust Property.

7.2 Application and Payments for Service. The Tribe will file a standard application for sewer service with the City for each of the Tribe's Trust Properties. Upon regular review and approval of the application, the City will notify the Tribe that the application is complete and that the Tribe has authorization to install the service. The City will process the application and issue the appropriate authorization in accordance with standard City procedures for processing such applications and issuing authorizations for sewer service.

7.3 System Development Charge. The Tribe will pay the standard City System Development Charges and execute any required discharge agreements for sewer systems applicable to the type and size of development to be constructed, prior to connection of the Tribe's Gaming Facility or other Tribal Trust Properties to the City sewer system. The Tribe will pay any future or additional required general facilities charges if any Tribal Trust Property creates additional impact on the City's sanitary sewer system.

7.4 Sewer Connection Inspection Fee. The Tribe will pay the standard sewer inspection (including connection inspection) fees imposed by the City on property comparable to the Tribe's Gaming Facility or other Tribal Trust Properties. The City will conduct the appropriate inspections.

7.5 Sewer Service Payments. The Tribe will make monthly payments to the City based on regular retail rates and charges for sewer service set by the City for similar properties inside City limits. If the City establishes classes of customers and varies rates charged for sewer service, the City will charge the Tribe the comparable rate for property of the size and type for the Tribe's Gaming Facility or other Tribal Trust Properties. In establishing classes of customers, the City shall act in good faith and will not use the establishment of a separate class as a basis to charge the Tribe's Gaming Facility or other Tribal Trust Properties unique or discriminatory sewer service rates and charges.

7.6 Public Works Permits. The Tribe will obtain public works permits and otherwise comply with applicable provisions of the City Code if the Tribe's construction work on the Tribe's Trust Properties Tribe's Trust Properties, including but not limited to installation of sewer service connections, involves construction or obstruction that will disturb the surface or subsurface of any City street, sidewalk or right-of-way. The City will review and process any applications from the Tribe for a public works permit under the regular City process.

7.7 Compliance with City Sewer Code. The Tribe will meet or exceed the substantive provisions of AMC, including applicable uniform building, fire, stormwater, and sewer code, in receiving sewer service from the City on the Tribe's Trust Properties.

8. STORM DRAINAGE SERVICE.

8.1 Provision of Storm Drainage Service. The City will provide storm drainage and surface water management services ("storm drainage") to the Tribe's Trust Properties and to the Tribe's Gaming Facility on the same basis that the City provides storm drainage service to other property within the City. The Tribe will perform the actual installation and construction of storm drainage service to the Tribe's Trust Properties and to Tribe's Gaming Facility and associated facilities.

8.2 System Development Charge. The Tribe will pay the storm drainage System Development Charge on the same basis as similar size and type of property within the City.

Sewer Connection Inspection Fee. The Tribe will pay the standard sewer (including connection inspection) fees imposed by the City on property comparable to the Gaming Facility proposed by the Tribe or improvements on other of the Tribe's Trust Properties. The City will conduct the appropriate inspection.

8.3 Storm Drainage Payments. The Tribe will make monthly payments to the City based on regular retail rates and charges for storm drainage services set by the City for similar properties inside City limits. If the City establishes classes of customers and varies rates charged for storm drainage services, the City will charge the Tribe the comparable rate for property of the size and type for the Tribe's Gaming Facility or the Tribe's other Tribe's Trust Properties. In establishing classes of customers, the City shall act in good faith and will not use the establishment of a separate class as a basis to charge the Tribe's Gaming Facility or other of the Tribe's Trust Properties unique or discriminatory sewer service rates and charges.

8.4 Application and Payments for Service. The Tribe will file a standard application for storm drainage service with the City, and upon regular review and approval, the City will notify the Tribe that the application is complete and that the Tribe has authorization to install the service. The City will process the application and issue the appropriate authorization in accordance with standard City procedures for processing such applications and issuing authorizations for storm drainage service.

8.5 Public Works Permits. The Tribe will obtain public works permits and otherwise comply with applicable provisions of the City Code if construction work on the Tribe's Trust Properties, including but not limited to installation of storm drainage service connections, involves construction or obstruction that will disturb the surface or subsurface of any City street, sidewalk or right-of-way. The City will review and process any applications from the Tribe for a public works permit under the regular City process.

8.6 Compliance with Storm Drainage Standards. The Tribe will meet or exceed the substantive provisions of the AMC for storm drainage in receiving storm drainage service from the City for the Tribe's Trust Properties. The Tribe will comply with standards applicable to the City under the Clean Water Act and other authority for the detention and discharge of storm water, including mitigation for water quality and capacity impacts on downstream systems.

9. SANITATION SERVICES.

9.1 Provision of Sanitation Services. The City will provide solid waste handling services to the Tribe's Trust Properties and to the Tribe's Gaming Facility, including but not limited to sanitation, garbage, refuse and recycling services, on the same basis that the City provides sanitation services to other property within the City.

9.2 Sanitation Services Payments. The Tribe will make monthly payments to the City based on regular rates and charges for sanitation services for similar properties set by the City for customers inside City limits. If the City establishes classes of customers and varies rates charged for sanitation services, the City will charge the Tribe the comparable rate for the

sanitation services (e.g., type and size of containers and frequency of service) for the Tribe's Gaming Facility or other Tribal Trust Properties. In establishing classes of customers, the City shall act in good faith and will not use the establishment of a separate class as a basis to charge the Tribe's Gaming Facility or other Tribal Trust Properties unique or discriminatory sanitation services rates and charges.

9.3 Compliance with City Sanitation Code. The Tribe will meet or exceed the substantive provisions of the AMC for solid waste management in receiving sanitation service from the City on the Tribe's Trust Properties.

10. FIRE AND EMERGENCY MEDICAL SERVICES.

10.1 Provision of Services. The City will provide fire prevention, fire suppression and emergency medical services to the Tribe's Gaming Facility and the Tribe's Trust Properties on the same basis that the City provides such services to other property within the City.

10.2 Impact Fee. The Tribe will pay the standard City impact fee for fire services applicable to the type and size of development to be constructed, at the earlier of the time of the City's approval of plans under Agreement Section 10.3, or prior to final occupancy of the Tribe's Gaming Facility or other improvements constructed on the Tribe's Trust Properties.

Commented [LAE1]: Is it just a matter of title?

10.3 Compliance with City Fire Protection Code. The Tribe will meet or exceed the substantive provisions of the AMC and international building and fire codes in receiving fire protection service from the City on the Tribe's Trust Properties and at the Tribe's Gaming Facility. The Tribe will meet or exceed State and local codes, fire and life safety standards, including the current local and state building and fire codes at time of development. If the Tribe chooses to have the City perform standard building-related code review of the design of improvements on the Tribe's Trust Properties and at the Tribe's Gaming Facility and associated facilities and subsequent standard periodic inspections of the facilities, the Tribe will pay the standard fee charged by the City for such inspections.

10.4 Additional Emergency Medical Services. The Tribe shall separately fund, through the Skagit County EMS program for advanced life support (paramedic – "ALS") services, ALS services to the Tribe's Trust Properties and at the Tribe's Gaming Facility. If Tribe does not make payments to Skagit County EMS, the Tribe shall separately pay annually to the City for ALS services to the Tribe's Trust Properties thirty-five cents (\$.35) per one thousand dollars (\$1,000) of the fair market value of each of the Tribe's Trust Properties in that year, based on the fair market value of comparable, privately-owned property of a commercial-retail nature, as determined by assessment of the Tribe's Trust Properties under Agreement Section 5.1.

11. ROAD/TRANSPORTATION SERVICES.

11.1 General.

11.1.1 Transportation Impacts. The Tribe's Gaming Property and proposed Gaming Facility is located at the south-east corner of the intersection of State Highway 20 and Thompson Road. In order to transfer the Gaming Property into federal trust status for the purpose of

gaming pursuant to the Indian Gaming Regulatory Act, the Tribe must and is addressing all transportation-related impacts as part of an Environmental Impact Study and as part of its business plan. The Tribe will be addressing and mitigating any transportation-related impacts as part of its planning and construction of a Gaming Facility and associated facilities. The Tribe acknowledges that its proposed development on any of the Tribe's Trust Properties may impact local roads, including City streets. The Tribe commits to making all necessary streets modifications and improvements necessary to maintain the current level of service (LOS "C") on affected State, County roads and City streets and intersections, and to provide safe access to and from the Tribe's Trust Properties and the Tribe's Gaming Facility. Local streets in the vicinity of the Tribe's Gaming Property include Thompson Road, Summit Park Road, Stevenson Road, and Reservation Road. Other streets may be impacted by the presence of the Tribe's Gaming Facility on the Gaming Property or by improvements on other of the Tribe's Trust Properties. If as a result of traffic increases following commencement of operations, measured over a statistically qualified period, in excess of that identified and mitigated pursuant to the traffic impact study under Section 11.2 and the EIS, the parties shall work cooperatively to address such unanticipated impacts under Agreement Section 4.

11.1.2 Improvement and Benefit Districts. The Tribe consents to the jurisdiction of the City over, and for the inclusion of, the Tribe's Trust Properties within such Local Improvement Districts, Transportation Benefit Districts, or other systems or districts authorized by Washington state law for the funding of improvements to local roads that are impacted by traffic related to the Tribe's Trust Properties. The Tribe's Trust Properties shall be treated in the same manner as other, similarly situated private property. In establishing classifications of property or distinctions among property, the City shall act in good faith and will not use the establishment of a separate class as a basis to assess or charge the Tribe's Trust Properties unique or discriminatory assessments or charges. The Tribe is entitled to all legal rights of any private property to notice and opportunity to contest City actions, including assessments or payment requirements, arising from any such district or system. Notwithstanding RCW 35.50.010, or any other law, the City shall have no right to assert a lien against or foreclose upon the Tribe's Trust Properties for any disputed or delinquent assessment or charge that may arise from a City district or system authorized by this Section 11.1.2. The City's exclusive right to enforce an assessment or charge arising from a City district or system shall be through Agreement Section 14.

11.2 Traffic Impact Study. The Tribe and/or a contractor will conduct a traffic impact study for improvements on the Tribe's Trust Properties or on the Tribe's Gaming Property and the proposed Gaming Facility. The Tribe will provide a copy of that traffic impact study to the City when completed in draft form and will receive and respond to the City's comments and recommendations with regard to the study and recommendations contained therein. The Tribe will pay on a full cost or shared cost basis (if recommended improvements or modification are not due entirely to the Tribe's development), depending on the conclusions of the traffic impact study, the reasonable cost of necessary street, road or highway improvements determined to be necessary as a result of the study or WSDOT requirements, subject to the Tribe's right to initiate an appropriate dispute resolution process with regard to such costs. In the event the City concludes that the traffic impact study does not adequately identify transportation system improvements to be provided to local streets either on a full cost or shared cost basis by the Tribe or does not establish an adequate time period for completion of recommended improvements, the City may initiate binding arbitration as established by Section 14 of this

Agreement. In any arbitration under this section, the issues to be arbitrated shall be limited to (1) whether the traffic impact study adequately identifies transportation impacts to the local streets related to improvements on the Tribe's Trust Properties or related to operation of the Tribe's Gaming Facility and any related development on the Gaming Property; (2) whether the transportation system improvements identified to be provided either on a full cost or shared costs basis by the Tribe pursuant to the final study are sufficient to prevent improvements on the Tribe's Trust Properties or operation of the Tribe's Gaming Facility and related development causing the degradation of transportation levels of service on local streets to levels of service that are deemed unacceptable according to transportation industry standards commonly applicable in cities such as the City; (3) if the improvements are necessary to prevent such degradation of levels of service; and (4) whether the time schedule established by the study for completion of required improvements is adequate and, if not, what time schedule would be adequate. The Tribe will provide any transportation system improvements to local streets that are determined by the arbitration process to be necessary to prevent such degradation of levels of service, according to the schedule and on the full or shared cost basis determined by the arbitration process.

11.3 System Development Charge. The Tribe will pay the standard City System Development Charges (and/or impact fees) for city streets applicable to the type and size of development to be constructed, within sixty (60) days after construction of improvements on the Tribe's Trust Properties or construction of the Tribe's Gaming Facility commences.

11.4 SR 20 Landscaping. The Tribe shall comply with standards established by the State, in agreement with the City, for landscaping and frontage improvements to SR 20 adjacent to the Gaming Property.

12. LAW ENFORCEMENT SERVICES.

12.1 General. Once any of the Tribe's Properties is in trust status, such Property will not generally be subject to State or local law enforcement authority. At present, the Tribe does not have its own law enforcement force, has not enacted criminal laws or procedures applicable to the Tribe or to the Tribe's Trust Properties, and does not plan to establish its own law enforcement force in the near future. The Tribe therefore desires that the City provide law enforcement services to the Tribe's Trust Properties. By this Agreement, the Tribe consents and agrees that the City may exercise State and local criminal law jurisdiction over the Tribe's Trust Properties until such time as the Tribe enacts its own criminal code and establishes its own police force. The City will exercise this law enforcement authority over the Tribe's Trust Properties in a non-discriminatory fashion. The parties intend to further address this jurisdiction in a separate agreement ("public safety agreement").

12.2 Public Safety Agreement. The Tribe and the City will separately negotiate and finalize such a public safety agreement. The scope of the City's law enforcement authority, procedures for coordination between the City and Tribe, conducting criminal background checks and other activities may be appropriate subjects for a public safety agreement.

12.3 Commencement of Tribal Law Enforcement Authority. In the event the Tribe establishes its own police force with authority over the Tribe's Trust Properties and the Tribe's

Gaming Facility, the City and the Tribe will negotiate a further or new public safety agreement that will address the enforcement of criminal laws on the Tribe's Trust Properties and in the Tribe's Gaming Facility; incarceration, prosecution and related activities. A public safety agreement may also include Skagit County and the State.

12.4 Miscellaneous. Nothing in this Agreement affects any civil or criminal jurisdiction the State of Washington or the United States may have over the Tribe's Trust Properties pursuant to Public Law 280. Except for authorized federal, state, county, City or tribal law enforcement officers, no person may possess firearms on the Tribe's Trust Properties or in the Tribe's Gaming Facility.

13. OTHER SERVICES INVOLVING FEES AND CHARGES; REGULATIONS.

13.1 In General. The City and the Tribe have attempted in this Agreement to identify those City services that the Tribe would like the City to provide to the Tribe's Trust Properties and/or the Tribe's Gaming Facility, or which the City provides to similarly situated properties, for which the City as a standard practice imposes fees or charges on those receiving the services. In the event the City or Tribe identify other City services that either the Tribe would like the City to provide to the Tribe's Trust Properties or that the City provides to properties within its boundaries as a matter of due course, the City and the Tribe will determine on a mutually agreeable basis, subject to arbitration in the event agreement cannot be reached, what level of service will be provided by the City and the fee or charge that the Tribe will pay to the City in exchange for receiving such services.

13.2 Non-Standard Services. The Tribe may request that the City provide, in relation to the Tribe's Trust Properties and the Tribe's Gaming Facility, services that are not standard City services, that are not covered by this Agreement, or that are provided only pursuant to special agreement calling for a requester's payment for such services. One example might be a request for additional police coverage for a special event taking place at the Tribe's Gaming Facility. In the event the Tribe requests such non-standard services and the City is willing and able to provide the services, the City will provide the service on a cost recovery basis as mutually agreed to by the City and the Tribe, subject to arbitration in the event agreement cannot be reached.

13.3 Health, Safety, and Environmental Emergencies. After notice to the Tribe and receiving the Tribe's consent, the City may enter the Tribe's Trust Properties if necessary, on an emergency basis to respond to and mitigate an imminent threat to public health, safety, or the environment only to the extent necessary to respond to the emergency condition. The City may charge for services provided under this paragraph to recover costs incurred.

13.3 Park Impact Fees. The City has adopted and maintains a parks and recreation impact fee ordinance that is applicable to the development and use of certain occupancies within the City. See Chapter 3.93 AMC. Any development on the Tribe's Trust Properties that, at the time of permit application or other notice to the City, qualifies under the Anacortes Municipal Code for application of a parks and recreation impact fee, shall be subject to such fee. The Tribe

shall pay to the City the impact fee within sixty (60) days of the date of commencement of construction of the occupancy subject to the fee.

13.4 Additional System Development Charges. In the event the City enacts other system development charges and/or impact fees, *e.g.*, for schools or libraries, and such charges are in place and effective sixty (60) days or less after the Tribe has commenced construction of its Gaming Facility or improvements on other of the Tribe's Trust Properties, the Tribe will be responsible for such charges under the same conditions and circumstances as similarly situated properties would be subject to such charges.

13.5 Signage. Signage on the Gaming Property shall comply with the AMC: one (1) monument sign that (a) may include video, LCD or similar displays with changing video images or other moving displays; and (b) does not exceed 50 feet in height, 30 feet in width and 450 square feet of display area. The City agrees to consider and negotiate in good faith pursuant to this Agreement a request by the Tribe for additional signage that may not strictly comply with requirements and restrictions under the AMC. There shall be sufficient set back from SR 20 for any signage on the Tribe's Gaming Property to prevent traffic hazards or safety issues.

14. DISPUTES AND REMEDIES.

14.1 General. Jurisdiction under this Section 14 is limited to the terms and provisions of this Agreement, and no jurisdiction is granted for any other dispute or issue.

14.2 Notice. In the event either the City or Tribe believes that the other Party is not complying with any provision of this Agreement, the City or Tribe will first give written notice to the other Party of the alleged violation, identifying the specific provision of this Agreement that the other Party is allegedly not complying with, the factual basis for the alleged noncompliance, and the suggested solution to the alleged non-compliance.

14.3 Informal Resolution. The Tribe and City agree to cooperate to the greatest degree possible in the implementation and enforcement of this Agreement. If a violation of this Agreement is alleged by either Party as set forth above, the Parties will have thirty (30) days to meet and attempt informal resolution of the alleged violation. This time period may be extended as long as may be necessary by mutual agreement of the Parties. If it is agreed that noncompliance exists, the Party who is in violation will have thirty (30) days to cure the noncompliance or, in the event it is not practicable to cure the noncompliance within this time frame, initiates steps to cure the noncompliance within this time frame with due diligence and completes the cure as soon as reasonably practicable. In such an event, the notifying Party will not have any other remedy under this Agreement.

14.4 Arbitration.

14.4.1 In the parties have not reached informal resolution of any alleged noncompliance under this Agreement, that the Party alleging noncompliance may give the other Party written notice initiating arbitration. Similarly, a Party seeking arbitration as provided elsewhere in this Agreement may initiate arbitration by giving written notice to the other Party as provided for in this Agreement. The parties shall attempt to agree on an arbitrator. If the City and Tribe cannot agree on an arbitrator, they will each, within a fifteen (15) day period, appoint their own

arbitrator, who will jointly select a third arbitrator. If the two arbitrators cannot agree on a third arbitrator, the third arbitrator will be appointed by either the presiding judge for the Superior Court of Skagit County or the presiding judge of the United States District Court for the Western District of Washington, at the option of the parties.

14.4.2 Arbitration shall be conducted pursuant to the rules for commercial arbitration maintained by the American Arbitration Association (“AAA Rules”), including authority of the Arbitrator to authorize and compel discovery. Except for application of AAA Rules, the American Arbitration Association shall have no interest or involvement in Agreement arbitration proceedings. Unless otherwise determined by the arbitrator or arbitration panel, within forty-five (45) days after the arbitrator or arbitration panel has been selected, the arbitrator or arbitration panel will conduct and complete an arbitration hearing on the matter in dispute and will render its decision. The decision of the arbitrator or arbitration panel will be binding on the City and the Tribe. The Tribe and the City will each pay one-half of the cost of the single or third arbitrator. Arbitration shall be the sole and exclusive judicial remedy available to the parties under this Agreement, except as set out in this Section 14.

14.5 Compliance with Arbitration Decision. The decision of an arbitrator or arbitration panel rendered under this section shall be final for the City and the Tribe. In the event the Party against whom an arbitration decision is rendered does not comply with the arbitration decision, the prevailing Party may seek judicial enforcement in the Skagit County Superior Court or in the United States District Court for the Western District of Washington, whose decision will be final. A Party may also seek judicial resolution under this subsection of a dispute over whether the Party is in fact complying with the arbitration decision. If, after a final arbitration or judicial decision, the noncompliant Party has not complied with the arbitration decision and does not comply with that decision, the prevailing Party may seek compliance in the applicable court. The Tribe shall remain responsible for all payments to City under this Agreement during any period prior to Agreement termination.

14.6 Standing to Arbitrate and Enforce Arbitration Decision. Enforcement of this Agreement, and standing to initiate dispute resolution, arbitration, or any other remedy provided for in this Agreement is limited to the City and the Tribe. No provision or language in this section or anywhere in this Agreement shall be deemed to confer standing on any third party to enforce the rights of the City or the Tribe, or to grant any substantive rights to any person or entity other than the substantive rights specifically granted to the City and the Tribe in this Agreement.

14.7 Extent of Remedies. Remedies under this Agreement and this section are expressly limited to (a) actual damages; (b) specific performance under this Agreement; and (c) the City’s right to cease utility service to the Tribe’s Trust Properties if payment for such services are not received within thirty (30) days following an agreement of the Parties regarding a dispute or the decision in arbitration under Agreement Section 14. It is the express agreement of the City and the Tribe that remedies under this Agreement will not include claims other than those relating directly to compliance with the specific terms of this Agreement, and that in particular claims in tort or for punitive damages are prohibited. The Tribe and the City will each be responsible for their own attorney costs and expenses associated with enforcement and implementation of this Agreement, except as otherwise specifically stated herein.

14.8 Limited Waiver of Sovereign Immunity. The Tribe and the City agree to waive their respective sovereign immunity, in limited fashion, for the purposes of this Agreement. The waiver of sovereign immunity made by each Party is limited to the specific actions and remedies authorized in this Agreement and is made only in favor of the other Party and not for any other person, party or entity. The City and the Tribe expressly consent to the jurisdiction of the Superior Court for Skagit County and the United States District Court for the District of Western Washington for the claims specifically authorized in this Agreement. The Tribe specifically waives any legal right it may have under federal law to exhaust Tribal Court remedies before any action may be brought by the City in Superior or District Court as set out in this section.

14.9 Alternative Dispute Resolution. The City and the Tribe may by separate written agreement pursue alternative dispute resolution methods rather than the arbitration and judicial proceedings authorized under this section. In the event the City and Tribe agree to pursue alternative dispute resolution for a particular claim, the Parties shall do so in writing and indicate whether the dispute resolution methods set out in this section are waived or not.

15. MISCELLANEOUS.

15.1 Amendments. Either the City or the Tribe may give the other Party written notice at any time, initiating negotiations to amend, modify or terminate this Agreement. In such event, the Parties will enter into good faith negotiations regarding the proposed amendment, modification or termination. This Agreement will remain in effect until amended, modified or terminated pursuant to such negotiations, or terminated as elsewhere provided by this Agreement.

15.2 Taxation or Regulation by the City. Nothing in this Agreement shall be deemed to authorize the City to impose any tax, fee, charge, or assessment upon the Tribe, Tribal Trust Property or any Tribal activity, or to exercise any regulatory authority over the Tribe, Tribal Trust Property or any Tribal activity, except for fees, charges or regulatory authority expressly authorized by this Agreement.

15.3 Preservation of Tribal Self-Government. Nothing in this Agreement authorizes the City to regulate or interfere in any manner with the government of the Tribe.

15.4 Rights Limited to City and Tribe. This Agreement is exclusively for the benefit of and governs only the respective authorities and relations between the Tribe and the City, and does not create, grant or confer any rights whatsoever to any third party, person or entity.

15.5 Notices. All notices authorized under this Agreement shall be given by first class mail, postage prepaid. Notice so mailed shall be deemed to have been received on the third (3) business day following the date of mailing. Notices shall be to the following addresses or to such alternative addresses as are provided for in a written notice given by one Party to the other:

For the City:

Mayor
City of Anacortes
P.O. Box 547

For the Tribe:

Chief Operations Officer
Samish Indian Nation
P.O. Box 217

Anacortes, WA 98221

Anacortes, WA 98221

The Parties are also encouraged to communicate with each other by phone, e-mail, or by other communication methods, but the method specified in this section is required for all official notices unless expressly agreed to in the alternative in writing.

15.6 Severability. In the event any section or provision of this Agreement is held invalid, either Party may initiate negotiations pursuant to Agreement Section 15.1 to amend or modify this Agreement in response to such invalidity and, if the Party is not satisfied with the outcome of such negotiations, may terminate this Agreement by giving written notice of termination to the other Party pursuant to the terms of this Agreement. If neither Party exercises its rights under this subsection, it is the intent of the City and the Tribe that the remaining sections and provisions of the Agreement will continue in full force and effect.

15.7 Integration – Construction. This Agreement contains the complete and exclusive expression of the City's and the Tribe's intent and agreement. Both Parties were advised by legal counsel and participated in the drafting of this Agreement. There shall be no construction of this Agreement based on the origination or edits of any provision of this Agreement by a Party.

16. EXECUTION AND APPROVAL

Each of the below representatives of the Parties represent and warrant that each has been duly authorized to execute the Agreement for and on behalf of the identified Party.

CITY OF ANACORTES

SAMISH INDIAN NATION

Matt Miller, Mayor

Thomas D. Wooten, Chairman

Date: _____

Date: _____

Kimberlee Anderson, Chief Operating Officer

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

Tribal Attorney

Date: _____

Date: _____

An aerial photograph of a city street grid, viewed from a high angle. The image is overlaid with a semi-transparent teal color. The streets form a complex pattern of lines and intersections, with some circular features like roundabouts or parks visible. The overall tone is a muted green/teal.

Samish Municipal Services Agreement

December 9, 2024

General Structure

- Property placed in Trust by the United States for the benefit of the Samish Indian Nation is no longer subject to state and local jurisdiction and regulation, including taxes
- As an alternative to tax revenue, the Tribe will contribute to the City in exchange for municipal services, like public utilities, emergency response, and infrastructure
- Municipal service agreements are common mechanisms between Tribes and local governments to build strong community partnerships
- The last municipal service agreement between the Samish Indian Nation and the City was executed in 2016

Tribal Contribution for Services

- Payment to replace property taxes: percentage of fair market value of properties in trust (.00194)
- Payment to replace sales taxes: 1% of annual retail sales and trust properties
- Payment to replace LTAC revenue: 4% of annual sales of lodging facilities
- System development charge equivalents (water, sewer, stormwater)
- Park Impact Fee equivalent

Services Provided

- Water
- Sewer
- Stormwater
- Sanitation
- Fire and Emergency Medical
- Road/Transportation Services
- Law Enforcement



Questions?





City Council Agenda Bill

Meeting Date: December 9, 2024 **Agenda Item:** 6.b.

Agenda Item Title: Contract Award: City Facilities Condition Assessment #24-285-FAC-001

Staff Contact(s): Andrew Rheume

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Andrew Rheume	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$138,300.00 to McKinstry to perform the City Facilities Condition Assessment (FCA). The purpose of the FCA is to provide comprehensive documentation and analysis of the City's existing facilities and to prioritize a comprehensive maintenance, repair, alteration, and improvement needs assessment with estimated costs. This report will provide a foundation to guide decisions to repair, replace, or surplus facilities, prioritize capital improvements and maintenance activities, as well as develop 30-year capital and operating budgets.

Background:

1. **History:** The City of Anacortes has never had a Facility Condition Assessment performed. We have a lot of aging facilities and in an effort to provide better information and a plan to address facility needs efficiently, we would like to perform an FCA. In addition, the State of Washington has mandated a Clean Building reporting requirement. As part of this assessment, the contractor will collect and prepare the required information as well as assist us in applying for 2 separate grants to help fund this FCA. We will likely be able to receive 2 separate grants of \$20,265 ea to back fund this project as part of the state clean building requirement. 50% of the project will be utility funded.
2. **Key Terms:**
 - Contract is for a firm fixed price of \$138,300.00.
 - The Contractor shall complete the work by December 31, 2025.
3. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements. For the rates the City is utilizing [OMNIA Partner Contract 1158](#) Personal Services Contract with reference

to Facility Condition Assessment (FCA).

Budget Impact:

Consultant	McKinstry
Contract Amount	\$138,300.00
Earmarked Funds	\$13,830 in 2024 facilities capital line items will be used this year. \$80,000 in facilities capital line item for 2025 50% of the total cost will be funded by the utilities from their operating budget.
BARS #	001.713.594.53.64
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/2025

Previous Action: Approved in CFP for 24 then moved to 25 due to staff resources.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-285-FAC-001 with McKinstry in the amount of \$138,300.00 to perform the City Facilities Condition Assessment.

Alternative Actions: Not award the contract

Attachments (listed in order presented):

1. 24-285-FAC-001
2. Anacortes Strategic Facility Planning Presentation



AGREEMENT #24-285-FAC-001

Between THE CITY OF ANACORTES AND MCKINSTRY ESSENTION, LLC

CITY FACILITIES CONDITION ASSESSMENT

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and McKinstry Essention, LLC., hereinafter referred to as the "Consultant".

WHEREAS, the City requires the professional services of the Consultant;

NOW, THEREFORE, in consideration of mutual benefits accruing, it is agreed by and between the parties hereto as follows:

1. **Scope of Work**. Under this Agreement, the Consultant shall provide comprehensive, professional Facilities Condition Assessment (FCA) services for the City at 52 structures/sites, totaling approximately 280,000 square feet as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Brandon Krause, or designee, hereinafter referred to as Project Manager.

2. **Cooperative Procurement**. The work and pricing on this project shall be accomplished under the terms, conditions, and prices of Omnia Partners contract #1158 between the Port of Portland and McKinstry Essention, LLC and related contract amendments. In the event of a conflict between the terms and conditions of contract #1158 and this Agreement #24-285-FAC-001, this Agreement #24-285-FAC-001 shall control.

3. **Price and Payment Terms**. The services provided under this Agreement shall be for a firm fixed price of **One Hundred Thirty-Eight Thousand Three Hundred Dollars (\$138,300.00)**. The lump sum fees per service and the billing schedule shall be in accordance with Exhibit A.

4. **Period of Performance**. The period of performance under this Agreement is from inception through December 31, 2025.

5. **Data Definitions**.

- a. **"City Data"**: data exchanged as a result of performing the Scope of Work, such as City Account Data, City Content, and Personal Data.
 - i. **"City Account Data"**: personal data that relates to City's relationship with Consultant, including the names or contact information of individuals authorized by City to access City's account, and billing information of individuals that City has associated with its account. City Account Data also includes any personal data Consultant may need to collect for the purpose of identity verification (including providing the Multi-Factor Authentication Services).
 - ii. **"City Content"**: (a) all data that is owned, licensed, leased or developed by or on behalf of the City, whether provided to the Consultant by the City or provided by a third party to the Consultant in connection with the Consultant's provision of services to the City, including any such data that is loaded into, or located in, any data files, tables, objects or other storage medium developed or maintained by or on behalf of the Consultant, including related data that results from hygiene, cleaning, and database build services performed by or on behalf of the Consultant, (b) data exchanged as a result of performing the Scope of Work, such as text message bodies, voice and video media, images, email bodies, email recipients, sound, and, where applicable, information City submits to the Consultant and (c) data stored on City's behalf in performance of the Scope of Work.
 - iii. **"Personal Data"**: any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- b. **"Intellectual Property Rights"**: all forms of industrial and intellectual property rights and protections throughout the world, including any: (i) patents (including any patent applications, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof); (ii) copyrights; (iii) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (iv) trade secrets; (v) rights in databases and designs (ornamental or otherwise); (vi) moral rights, rights of privacy, rights of publicity, and similar rights; and (vii) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired

arising under statutory or common law, including all applications, disclosures, and registrations with respect thereto.

- c. **"Security Incident"**: an event or an attempt that disrupts or threatens the normal operations, security, or privacy of an organization's information or systems. The event or attempt may involve unauthorized or inappropriate access, use, disclosure, modification, destruction, or interference.

6. **City Data**. Consultant, Consultant's subcontractors, and any Consultant service providers are prohibited from using City Data for any use other than strictly necessary to perform the Scope of Work, including in aggregated form. Consultant, Consultant's subcontractors, and any Consultant service providers are prohibited from selling or sharing City Data in any form, including in aggregated form, with third parties for compensation or for those third parties' own business interests. Upon any expiration or earlier termination of the Agreement, Consultant will return all City Data to City in the format approved by the City within 30 days of termination.

7. **Ownership of City Data and City Intellectual Property Rights**. Consultant acknowledges that, as between Consultant and City, City owns all right, title, and interest in and to the City Data, including all Intellectual Property Rights and all derivative works of, based on, derived from or otherwise using any City Data which are themselves considered to be City Data.

8. **Data Protection**. Consultant will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of City Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of City Data by Consultant personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as the City expressly permits in writing. Consultant will promptly notify the City of a Security Incident. Any compromise or potential compromise of City Data must be reported to the City within one (1) business day of discovery. If the Consultant does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least:

- a. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s) and the date of discovery.
- b. A description of the types of information involved.
- c. The investigative and remedial actions the Consultant or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence.
- d. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 19.255.010, RCW 42.56.590, or any other applicable breach notification law or rule.
- e. Any other information the City reasonably requests.

Consultant shall otherwise be responsible for complying with all applicable rules and regulations that may govern the sharing and dissemination of protected information.

9. **Subcontracts**. The Consultant shall not subcontract the Scope of Work ("Work") unless detailed in this Agreement or the Project Manager approves in writing. If the Project Manager requests, the Consultant shall provide proof that the subcontractor has the experience, ability, and equipment the Work requires. "subcontractor" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Consultant. Each request to subcontract shall include the following information (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

- a. Relieve the Consultant of any responsibility to carry out the Contract,
- b. Relieve the Consultant of any obligations or liability under the Contract,
- c. Create any contract between the City and the subcontractor, or
- d. Convey to the subcontractor any rights against the City.

Consultant remains fully responsible for obligations, services, and functions performed by its subcontractor to the same extent as if such obligations, services, and functions were performed by Consultant's employees, and for purposes of the Agreement such work will be deemed work performed by Consultant. The Consultant shall give immediate written notice, reference Clause **Notices**, of any action or suit filed and prompt notice of any claim made against the Consultant by any subcontractor or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this Agreement, with respect to which the Consultant may be entitled to reimbursement from the City.

If dissatisfied with any part of the subcontracted Work, the Project Manager may request in writing that the subcontractor be removed. The Consultant shall comply with this request at once and shall not employ the subcontractor for any further Work under the Contract.

10. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Consultant'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.

11. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant 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.

12. **Withholding Payment.** In the event the City determines that the Consultant has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Consultant the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Consultant to terminate or damages, provided that the City promptly gives notice in writing to the Consultant 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 Consultant 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 Consultant acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. 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 Contract, 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 Consultant, (3) to set off any amount so paid or incurred from amounts due to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the City under this clause.

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

14. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

15. **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 Contract or out of the use of any material furnished or work or services performed hereunder, Consultant 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.

16. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

17. **Insurance.**

A. Insurance Term: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation: Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance: Consultant shall obtain insurance of the types and coverages described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles when any motor vehicles are used in connection with work to be performed. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. **The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy** with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance: Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident when any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision: The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

G. Verification of Coverage: The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractor coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the City to be equivalent.
2. Copies of all endorsements naming the City as additional insured, showing the policy number. The Consultant may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. **A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.**

H. Notice of Cancellation: The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits: If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

18. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the applicable laws of the state for their profession. In addition, Anacortes Municipal Code requires that every business located within the city limits of Anacortes register the business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 within Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

19. **Inspection.** The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute the Consultant may appeal to the City Attorney, whose decision shall be final. The Consultant shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained shall be taken to relieve the Consultant of their obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for their own methods and conduct during the period of performance.

20. **Standard of Care.** The Consultant represents that they have the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Consultant, and any persons employed by Consultant, shall use their professional skill and efforts to perform the Work in a professional manner consistent with sound practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care shall be the re-performance of the Service or an equitable adjustment in the monies paid for the services, at the City's discretion.

21. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

22. **Consultant is an Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee or representative of the Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

23. **Acceptance.** Consultant acknowledges and agrees that these contract terms are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Consultant. These contract terms supersede all conflicting or additional terms pre-printed on any purchase order, quote, invoice, Consultant's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

24. **No Third Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

25. **Right to Terminate Agreement.**

A. Termination for Default: If the Consultant defaults by failing to perform any of the obligations of the Agreement 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 Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any

further payments under the Agreement until all work called for 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 Consultant. The Consultant 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 Consultant 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 Agreement 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 Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

26. **Changes/Additional Work.** The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant 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 Agreement. 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 Consultant to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

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

28. **Non-assignable.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

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

30. **Disputes**

A. General: Differences between the Consultant and the City, arising under and by virtue of this Agreement 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 Agreement.

B. Notice of Potential Claims: The Consultant 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 Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. 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.

31. **Force Majeure.** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; pandemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. Failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement 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 Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City.

32. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, executive proclamations, all applicable Washington Dept. of Labor & Industries (L&I) and Occupational Safety & Health Administration (OSHA) safety standards, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

33. **Severability.** If any term or condition of this Agreement 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 Agreement are declared severable.

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

35. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:
City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

CONSULTANT:
McKinstry Essention, LLC.
Ty Druffel
5005 3rd Ave S
Seattle, WA 98134
TyDr@McKinstry.com

36. **Survival of Agreement Termination**. The articles relating to Indemnification / Hold Harmless, Taxes, Ownership and Use of Documents, Assistance Regarding Patent and Copyright Infringement, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

CITY OF ANACORTES

MCKINSTRY ESSENTION, LLC.

By _____

By _____

Date _____

Title _____

Date _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Facilities Condition Assessment (FCA)

City of Anacortes

Introduction

The City of Anacortes is seeking proposals from qualified consultants to provide comprehensive, professional Facilities Condition Assessment (FCA) services at 52 structures/sites, totaling approximately 280,000 square feet detailed below. The city owns numerous facilities which serve a multitude of purposes, enabling the city to provide critical governmental services to the community, and sustain and enhance the quality of life, including public safety (police, fire, and court services), parks and human services, public works (including Water and wastewater treatment plants), planning and development, and city government administration services. Most city buildings have considerable deferred maintenance. Anacortes has limited staff and resources dedicated to facility asset management and wants to optimize the use of those available resources.

The purpose of the FCA is to provide comprehensive documentation and analysis of the City's existing facilities and to prioritize a comprehensive maintenance, repair, alteration, and improvement needs assessment with estimated costs. This report will provide a foundation to guide decisions to repair, replace, or surplus facilities, prioritize capital improvements and maintenance activities, as well as develop 30-year capital and operating budgets.

Where available, asset lists, building floor plans, record drawings, previous condition assessments, energy audits, and ADA evaluations will be provided to the consultant. The consultant will thoroughly examine building systems using non-destructive, on-site observations to compile a complete understanding of current building conditions. Consultant will ensure that the inspection staff has the appropriate training and equipment to record and produce consistent and accurate data.

The Consultant may also be invited to provide support for other facility capital project work including development of as-built drawings, long-range facility planning, concept development, design, bidding, and/or construction management.

The City of Anacortes intend to purchase the proposed services utilizing OMNIA Partner Contract 1158 Personal Services Contract with reference to Facility Condition Assessment (FCA) services and rates in Amendment 3, dated August 20th, 2023, with an expiration date of December 3rd, 2028

Project Objectives

- A. Update existing facility asset (equipment/component) inventory and create condition assessment report that identifies all systems and components requiring maintenance, alteration, repair, and/or capital investment in a format compatible with our CMMS (CarteGraph).
- B. Identify alteration, repair, and/or capital replacement and/or renovation costs.
- C. Develop a proactive maintenance strategy that establishes standards and schedules for the efficient maintenance of city buildings and equipment.
- D. Establish a facility condition baseline for goal setting and progress tracking, and calculation of a Facility Condition Index for each building utilizing a formula that is consistent with our CMMS (CarteGraph).
- E. Develop a prioritized and coordinated 30-year expenditure forecast that preserves the functionality of major building systems and components while looking for operations, cost, and environmental benefits.
- F. Prepare visuals to communicate findings and data analysis in a manner easily understood by staff, the public, and City Council.

Facilities Condition Assessment (FCA)

City of Anacortes

Buildings & Systems Included in Scope of Work

Facility ID	Building Name	Street	Square Feet	ADA Assessment
FAC-01	Booster Station	2201 37TH STREET	477	
FAC-02	Blue Heron Reservoir Facility	301 BLUE HERON CIRCLE	2,397	
FAC-03	Marine Heights Booster Station	MARINE HEIGHTS WAY	900	
FAC-04	Grandview Cemetery Mausoleum	411 HILLCREST DRIVE	1,354	
FAC-05	Anacortes Municipal Building	904 6TH STREET	39,075	Yes
FAC-06	Depot Arts & Community Center	611 R AVENUE	6,654	Yes
FAC-07	Rest Room (Depot Arts & Community Center)	607 R AVENUE	690	
FAC-14	Storvik Park Rest Room	1110 32ND STREET	300	
FAC-15	Ferry Terminal Lift Station	FERRY TERMINAL ROAD	669	
FAC-16	Pump Station - Fidalgo Bay Estates	6996 SAN JUAN HILL LANE	790	
FAC-17	Fire Station #3	9029 MOLLY LANE	9,800	
FAC-18	Grandview Cemetery Maintenance Shed	411 HILLCREST DRIVE	2,071	
FAC-19	Grandview Cemetery Offices	411 HILLCREST DRIVE	285	
FAC-20	Rest Room (Heart of Anacortes)	315 O AVENUE	1,082	
FAC-21	Fire Station #1	1016 13TH STREET	10,464	
FAC-23	Lift Station - March's Point	SOUTH MARCH'S POINT ROAD	1,248	
FAC-24	Maritime Heritage Center	703 R AVENUE	2,735	Yes
FAC-25	Operations and Maintenance Building	2201 37TH STREET	3,200	
FAC-26	Maintenance Shed	2201 37TH STREET	2,358	
FAC-27	Wash Pad	2201 37TH STREET	2,473	
FAC-28	Operations and Maintenance Building	2201 37TH STREET	1,986	
FAC-29	Maintenance Shed	2201 37TH STREET	9,867	
FAC-30	Operations and Maintenance #30	2201 37TH STREET	16,177	
FAC-32	Anacortes Public Library	1220 10TH STREET	28,478	Yes
FAC-33	Anacortes Museum	1305 8TH STREET	5,000	Yes
FAC-34	Police Station & Municipal Court	1218 24TH STREET	17,000	Yes
FAC-35	Pump Station - Pennsylvania	2102 PENNSYLVANIA AVENUE	672	
FAC-38	Anacortes Senior Activity Center	1701 22ND STREET	11,385	Yes
FAC-39	B Avenue Lift Station	1200 B AVENUE	711	
FAC-40	Cabana Lift Station	5918 CABANA LANE	627	
FAC-41	Pump Station	SAN JUAN BOULEVARD	380	
FAC-42	Marina Rest Room	2111 R AVENUE	400	
FAC-43	Storage (Depot Arts & Community Center)	611 R AVENUE	887	
FAC-44	Volunteer Park - Press Boxes, Sheds, Dugouts	1915 13TH STREET	13,100	
FAC-48	Anacortes Museum	701 R AVENUE	5,637	Yes
FAC-49	Washington Park Rest Room	6300 SUNSET AVENUE	850	

Facilities Condition Assessment (FCA)

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FAC-50	Washington Park Building	6405 SUNSET AVENUE	2,408	
FAC-51	Washington Park Building	6300 SUNSET AVENUE	1,094	
FAC-52	Washington Park Restroom	6410 SUNSET AVENUE	885	
FAC-53	Washington Park Restroom	6316 SUNSET BEACH PLACE	200	
FAC-54	Intake Facility	14301 AVON ALLEN ROAD	1,672	
FAC-55	Pump Station - March's Point	SOUTH MARCH'S POINT ROAD	874	
FAC-56	Fire Station #2	5209 SUNSET AVENUE	3,706	
FAC-57	WTP Building	14489 RIVERBEND ROAD	7,955	
FAC-58	WTP Booster Station	14489 RIVERBEND ROAD	4,330	
FAC-59	WTP Maintenance Shed	14489 RIVERBEND ROAD	200	
FAC-60	Water Treatment Plant #60	14489 RIVERBEND ROAD	32,931	
FAC-61	T Avenue Wastewater Treatment Plant #61	500 T Avenue	20,317	
FAC-62	T Avenue Wastewater Treatment Plant	501 T Avenue	4,677	
FAC-63	T Avenue Wastewater Treatment Plant	502 T Avenue	4,822	
FAC-64	Sample Station	29TH STREET	10	
FAC-65	Gibraltar Booster Station	13111 GIBRALTER ROAD	416	
Total			279,876	

Scope of Work

Provide detailed inspections and assessments of all facilities as specified herein by facility assessment professionals to produce an accurate analysis that identifies visible and discernable (through non-destructive means) systems and components requiring maintenance or other planned action. The project team ideally would include a company office within the State of Washington and must include a professional cost estimator with similar work experience and local knowledge of cost rates in the Skagit/Whatcom County Area.

The assessment includes 52 existing facilities that occupy roughly 280,000 square feet, with additional considerations for park areas and structures.

The facility condition assessment will consist of the following Tasks:

Task 1: Project Management & Facility Assessment Planning

Task 2: On-Site Facility Condition Assessment

Task 3: Evaluation of Maintenance Operations

Task 4: Analysis and Reporting of Facility Condition Assessment Information

Task 5: (Optional) CBPS Energy Benchmarking, Energy Management Plan and Operations & Maintenance Plan Development

Facilities Condition Assessment (FCA)

City of Anacortes

Task 1 – Project Management & Facility Assessment Planning

Develop a project management plan, provide project administration and reporting, lead staff team meetings, and prepare presentations.

Present assessment findings through reports, pictures, graphs and charts which provide a visual representation of the condition assessment data. The material prepared shall be clear, detailed, and sufficient to reflect the scope of the funding needs. The contractor shall use the data collected to make three or four presentations to staff, the public and City Council as needed.

Propose an access protocol and scheduling plan, as well as a project memorandum - which briefly explains the purpose for the assessment, what is to be included in the assessment for each building, a proposed format, and a proposed schedule.

Review and compile currently available facility information, including input from City staff to complement assessment of current conditions, the facilities' background, and any known deficiencies.

Task 2 – On Site Facility Condition Assessment

Conduct a detailed on-site condition assessment for each facility. The assessment should be structured and include all necessary information to assign an industry standard building system classification. Format, including individual and summary reports, shall be confirmed by City and consultant prior to commencing assessments.

The on-site assessment will be performed using both component-level and system-level inspection methods. The assessment team(s) will evaluate each asset to determine whether there is sufficient evidence to warrant complete replacement of the system, or if repairing portions of the system is preferable or more cost effective.

Develop, propose, and utilize a standard list of repairs and action levels for rating each system to provide a more consistent assessment of facilities. Action level recommendations and timelines shall be defined for individual components.

This task includes the following:

1. Identify, inspect, and document current conditions of existing City-owned buildings (identified in Exhibit A) and the associated building systems and components detailed below. Identify the current physical condition of each building system or component in accordance with a condition rating scale to be determined in collaboration with the City. Identify where further in-depth evaluation is needed. **Appendix A: Level of Detail Matrix** details the level of reporting of systems within each component.

The types of building systems surveyed may vary with each building and shall include, but are not limited to, the following components:

- Substructure – foundations, basements
- Building envelope – exterior siding, curtain wall windows, exterior doors
- Interior Construction - walls, doors, flooring, visible structural components, and ceiling systems
- Interior Finishes: flooring, paint, fixed furniture, etc.

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- Lighting
 - Health/Fire/Life Safety systems, emergency egress lighting
 - Accessibility - ADA requirements, elevators
 - Heating, Ventilation and Air Conditioning
 - Plumbing Systems - fixtures, supply, storm and sanitary sewer drainage, valving, irrigation
 - Building Electrical, Service Distribution and generators
 - Site Electrical and Service Distribution
 - Fire Suppression
 - Special Electrical Systems and Emergency Power
 - Site civil - Roadways, parking lots, sidewalks, exterior lighting
 - Security Systems and Access Controls
 - HVAC Building Control Systems
 - Environmental - based on age and type of construction for each facility address general hazardous materials (lead, asbestos, etc.) conditions and or other environmental considerations.
2. Detail any structural concerns in collaboration with city stakeholders to determine which city structures may require further seismic evaluation.
 3. Identify the replacement and/or renovation costs for each building and system. Calculate the costs utilizing an agreed upon published construction and remodeling cost estimating data and format. Take historical landmark status into account.
 4. Notify the city of any immediate safety concerns (endangering life/property).
 5. Digitally photograph each facility and each piece of equipment inventoried. Exterior photographs will be used for identification and documentation of structural problems, major deficiencies, or special conditions. Interior photographs will be used to document critical or unusual conditions. Photographs will be used to explain and / or justify the prioritization of corrective actions.
 6. Develop building and equipment prioritization classifications to efficiently allocate limited resources and manage risk.
 7. Define condition deficiency priority and project type.
 8. Provide a spreadsheet that is capable of being updated by staff and integrated/cross checked with our CMMS that details all equipment and systems. The spreadsheet shall at a minimum provide the following categories of information:
 - Building
 - Equipment-component/System Type
 - Equipment-component/System Priority
 - Location
 - Area(s) served
 - ID #
 - Manufacturer (if applicable)

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- Model Number (if applicable)
- Serial Number (if applicable)
- Capacity/Count/SF (if applicable)
- Identified or estimated install date, age, useful life, and estimated remaining life
- Current condition
- Deficiency or Action Required
- Estimated cost to alter, repair, or replace
- Deficiency Priority
- Deficiency Project Type

9. Primary MEP System QR Tagging - Asset tagging refers to the physical naming and labeling of assets (primary MEP systems with QR codes). This allows for effective referencing for drawings, maintenance/repairs, future work, etc.

The contractor shall utilize life cycle analysis for component renewal and propose to the City for approval the standards proposed to develop component renewal costs. Building components will be evaluated based on their individual life cycles, determined by an evaluation of the age. The renewal cost for the components will be computed and identified by renewal year

Task 3 – Maintenance & Operations Assessment and Strategy

Develop a proactive, long-term performance-based maintenance strategy that establishes standards and schedules for the efficient maintenance of city buildings and MEP equipment. The goal is to enhance overall system reliability while minimizing operational costs and optimizing the utilization of limited resources.

- Estimate hours, schedule, tasking (skill set), and use of vendors for proactive maintenance.
- Propose clearly defined maintenance and operational service levels that allow for choices to be made on cost vs service level.

Task 4 – Analysis and Reporting of Facility Condition Assessment Information

Using the data collected during the condition assessment and maintenance evaluation phase, provide a comprehensive Facilities Condition Assessment report. The Facilities Condition Assessment report will be on a building-by-building basis, with considerations for consolidating smaller connected facilities, and will include:

Itemized asset information and condition rating from the on-site inspections, including observed condition and recommendations to correct deficiencies.

Engineered maintenance plan reporting by asset

The existing Facility Condition Index (FCI) and overall Building Condition rating for each building. The Building Condition rating will qualitatively assess the physical status of the building at the time of the inventory.

- Evaluation, analysis, and projections for the following areas at a minimum:
- Deficiency costs summarized by building system across all facilities.

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- Deficiency costs summarized by priority across all facilities.
- Deficiency costs summarized by Capital Classification Category across all facilities.
- A 30-year expenditure plan by building and overall, which is a schedule of necessary repairs, replacements, alternations, or renewals to preserve the function of major building systems developed during the analysis of facility condition information, unconstrained by available funding limitations.
- Prioritized list of near-term improvements for the 2026-2031 CFP.
- Review total cost of ownership and lifecycle analysis of the city's building portfolio.

Task 5 - (Optional) CBPS Energy Benchmarking, Energy Management Plan and Operations & Maintenance Plan Development

Consultant will utilize data captured during the Facility Condition Assessment to support the City of Anacortes with their HB 1257 compliance for the Anacortes Municipal Building and Public Library building. Each facility is considered Tier 2 and are required to meet reporting requirements by July 1st, 2027. Clean Buildings Performance standard requirements are detailed in **Appendix B**. McKinstry proposes the following scope in supporting the City of Anacortes in their efforts towards compliance

Phase 1: Finalize Building Baseline/Benchmarking

- Serve as the City's Qualified Person, per CBPS
- Conduct audit of ENERGY STAR Portfolio Manager profile to ensure accuracy of existing account and profiles
- Verify property use details and operating metrics that determine the facility's weather normalized Energy Use Intensity (EUI) and ENERGY STAR® score (if available)
 - Verify occupant counts, operating hours, and utility meters at each facility
 - Interview operators regarding operating characteristic and performance of occupied spaces
- Calculate a building-specific EUI target(s), which must be calculated by a Qualified Person per CBPS
- Finalize CBPS compliant ENERGY STAR® Portfolio Manager Profile
 - Quality check the historical data and meters per facility
 - Remap meters updated by PSE or updated via the change to their Energy Cap Platform
 - Complete and submit new data request forms to utility providers if necessary
 - Make connection to utilities and verify correct meters are reporting data to profiles
 - Verify profile meters to combine old and new meters
 - Final clean-up of profile and meters
 - Share profiles to Authority Having Jurisdiction (AHJ)

Phase 2: Develop Energy Management Plan and O&M Plan

McKinstry will work with the City stakeholders to develop Energy Management Plan (EMP) and Operations & Maintenance Program (O&M Plan) documentation per CBPS requirements by documenting existing city

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programs, processes, and procedures. This will include a review of any existing city programs to identify any gaps and will be overseen by a Qualified Person per CBPS.

Creating any missing elements of the required programs (such as occupant training) is not included in the consulting program base scope but can be added once gaps are identified and assistance is required. McKinstry will utilize FCA and Engineered Maintenance Plan data to assist maintenance tasking reporting of the scope. Templates will be developed based on detailed analysis of ASHRAE Standard 100 and WAC 194-50 which drive plan requirements. Based on current AHJ guidance, McKinstry intends to create a standard format for the City as a whole, with as-needed adaptations for each individual site.

- **Note:** Energy Management and O&M Plans must be implemented/in place for *at least* 12 months prior to each site's compliance submittal/deadline, including for Tier 2 sites (July 1st, 2026).

Required Energy Management Plan (EMP) components

1. Identification of energy manager
2. Energy usage analysis and tracking
3. Facility parameters
4. Previous energy audit reports
5. Implemented EEMs
6. Occupant energy efficiency instructions
7. O&M personnel training plan
8. Capital management plan
9. Vendor contact list for relevant equipment
10. Lighting upgrade procedure
11. Additional EMP procedures as specified in Section 5, ASHRAE Standard 100.

Required Operations and Maintenance (O&M Plan) components

1. Program summary
2. Inventory of items
3. Performance objectives
4. Inspection and maintenance tasks with condition indicators and task frequencies
5. O&M program review and improvement procedure

These plans will evaluate the following building systems, as required by CBPS:

- Building envelope
- Domestic hot water
- Heating, ventilation, and air conditioning
- Refrigeration
- Lighting
- Controls
- Electric power distribution and on-site power generation

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Deliverables

- FCA Reports (as described above)
- Stakeholder Presentation
- Asset Management Workbook
- CarteGraph (CMMS) Upload Consulting
- Engineered Maintenance Plan
- Primary MEP System QR Tagging
 - Asset tagging refers to the physical naming and labeling of assets (primary MEP systems with QR codes). This allows for effective referencing for drawings, maintenance/repairs, future work, etc.
- *Optional*- ENERGY STAR Portfolio Manager profile update
- *Optional*- Energy Management Plan and Operations & Maintenance plan

Fee Proposal

Our lump sum fee to complete the assessment is provided below.

Scope Item	Lump Sum Fee
Facility Condition Assessment	\$103,900.00
Engineered Maintenance Plan	\$16,800.00
<i>(Optional)</i> Task 5- CBPS Energy Benchmarking, EMP and O&M Development	\$17,600.00
TOTAL	\$138,300.00

**AWC Energy Audit Grant Funding for Benchmarking, EMP, and O&M development is projected to be \$0.30 per SF, or \$20,265.00, if awarded*

**Department of Commerce Tier 2 Funding is projected to be to be \$0.30 per SF, or \$20,265.00, if awarded when released on June 1st, 2025*

Billing Schedule

December Invoice (Mobilization Fee)	January Invoice (On-Site Audits)	Final Deliverable
10%	30%	60%

Assumptions & Exclusions

- All data collected by McKinstry will be stored in a central database for use in capital planning. Data is owned by the City of Anacortes and is transportable to any compatible format or application.
- McKinstry will assist the City of Anacortes in pursuing available grant funding for Task 5- Benchmarking, Energy Management Plan and Operations & Maintenance Plan Development with the Association of Washington Cities (open now until January 31st, 2025), and the Department of Commerce (available on June 1st, 2025).

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- Work will be executed during normal business hours; Monday-Friday 7am-5pm.
- Client staff and vendors will work with McKinstry to assist with information gathering and building access to allow for an effective and valuable delivery of our scope of work.
- Client will provide McKinstry access to their BAS and CMMS systems and provide an excel spreadsheet of all assets in the CarteGraph system.
- Owner will provide as-built drawings (architectural, structural, mechanical, electrical, and plumbing) for all buildings listed in scope.
- Owner will provide previous reports and/or studies (e.g., Facility Condition Assessments, Investment Grade Audits, etc.) showing estimated life remaining for mechanical, electrical, and plumbing equipment.
- Best vantage point will be used if an asset is obscured or otherwise not directly accessible.
- McKinstry will not move personal property, furniture, ceiling tiles, raised floor panels, or any other items deemed unsafe to move to gain access or vantage point for assessment. McKinstry may request support from city staff if assets are inaccessible.
- This is a visual inspection only and no structural testing of components or materials will be undertaken.
- Final report to be agreed upon 30 days before final delivery.
- Mold, asbestos, or other hazard remediation costs are not included.
- Excludes personal property in all rooms, furniture, fixtures, and equipment (appliances, hoists, portable HVAC units, commercial kitchen equipment).
- Equipment will not be de-energized or energized.

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APPENDIX A: Level of Detail Matrix

Detail Level	Visual Observation	Deficiencies Documented	Cost Estimates and Condition Rating
A	All assets	Yes	Applied to all assets individually
B	Representative sample	Yes	Applied by system/group of assets
C	Exempt	No	None

Level of Detail by Asset Type

Category	Assets and System Types	Level of Detail	Notes
Mechanical	Boilers	A	
	Chillers	A	
	Rooftop and Makeup Air Units	A	
	Air Handling Units	A	
	Furnaces	A	
	Split/Ductless Units	A	
	Exhaust Fans (1 HP or greater)	A	
	Pumps (1 HP or greater)	A	
	Cooling Towers/Condensing Units	A	
	Building Automation & Control Systems	A	
	VAVs (Terminal Units)	B	
	Unit Ventilators and Heat Pumps	A	
	Unit Heaters, Cabinet/Wall Heaters	A	
	Ductwork	C	
	Heating/Cooling Piping	C	
Electrical	Switchboards/Switchgear	A	
	Electrical Distribution Panels	A	
	VFDs	A	
	Motor Control Centers	A	
	Power Supplies (E.g. UPS)	A	
	Transformers	A	
	Generators and Transfer Switches	A	
	Lighting (Interior, Exterior, Emergency)	B	Document LED vs other
	Solar Arrays & Inverters	B	Document age, quantity/size
	Electrical Distribution System (Wiring, Conduit, etc.)	C	
Plumbing	Domestic Hot Water Heaters	A	
	Pumps (1 HP or greater)	A	
	Water Fountains	C	

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	Toilets	C	
	Faucets/Sinks	C	
	Bathroom Partitions	C	
	Water Treatment Systems	C	
	Waste and Sanitary Piping	C	
	Domestic Water Distribution Piping	C	
Building Envelope	Exterior Windows	B	Document type
	Exterior Walls	B	
	Exterior Doors	B	Document type
	Roofs/Flashing/Trim/Roofing Access	B	
Interiors	Wall Finishes	B	Document Deficiencies
	Floor Finishes	B	Document Deficiencies
	Ceiling Finishes	B	Document Deficiencies
	Interior Doors	B	Document Deficiencies
Site	Paving (Sidewalks, Parking Lots, Driveways)	B	
	Exterior Lighting	B	LED vs other
	Play Structures	C	
Fire & Life Safety	Fire Detection Systems	B	Document type of system, age, etc.
	Fire Suppression Systems	B	Document whether system exists, age, etc.
Food Service	Commercial Kitchen Equipment	C	
Conveyance	Elevators and Lifts	A	
Security	Security Cameras	B	High-level
	Card Access	B	High-level

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City of Anacortes

APPENDIX B: Clean Building Background



CLEAN BUILDINGS PERFORMANCE
STANDARD

Guidance Document

CBPS 030

Published Date: 10/13/2024

Subject: Tier 2 How to Comply

Intended Audience: Tier 2 Building owner,
Authorized Representative, and General Public

Purpose: This document can be used to assist building owners in pursuing compliance by fulfilling the Tier 2 covered buildings compliance requirements.

Reference: [Clean Building Performance Standard](#)

Tier 2 Compliance Date

July 1, 2027

- Greater than 20,000 sq. ft. but less than 50,001 sq. ft.
- Includes all multifamily greater than 20,000 sq. ft.

Background

Clean Buildings Performance Standard (CBPS) compliance is mandatory for Tier 2 covered buildings located in Washington State. A Tier 2 covered building is a building where the sum of nonresidential, hotel, motel, and dormitory floor areas exceeds 20,000 gross square feet, but does not exceed 50,000 gross square feet, excluding the parking garage area and multifamily residential buildings where floor area exceeds 20,000 gross square feet, excluding the parking garage area.

Guidance

1) **Gain** an understanding of the CBPS. To understand the full scope of the rules refer to both:

- ASHRAE Standard 100-2018 Energy Efficiency in Existing Buildings.
- [WAC 194-50](#) (WA amendments to Standard 100).

Or click on the link to access the [Clean Buildings Performance Standard – Integrated Document](#).

2) **Determine** if the building is exempt. Review the Exemption [Guidance Document CBPS 028 – Tier 2 Compliance](#) through exemption or see Section Y4.1

3) **Benchmark** the building. Benchmarking is an important process to measure energy performance providing a baseline for which to gauge your building's energy efficiency over time and relative to other similar buildings. Measure weather normalized EUI (WNEUI) within the ENERGY STAR Portfolio Manager (ESPM)

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APPENDIX B: Clean Building Background

account. Use a minimum of 12 consecutive months of energy data, measured in a period not to exceed two years prior to the compliance date.

- a. To learn how to use ESPM and benchmark your building:

- i. You can sign up for the Environmental Protection Agency (EPA) [training series](#) on using Energy Star Portfolio Manager for benchmarking;

- b. Create an [Energy Star Portfolio Manager](#) account.

Review the benchmarking [Guidance Document 027](#)- Benchmarking for the Clean Buildings Performance Standard

Tip: Understand your utility providers' role in compliance. Utilities are required to provide energy consumption data to building owners upon request. Large utilities (greater than 25,000 customers) are required to provide this data using ESPM's automated upload protocol. Smaller utilities are required to provide the data to building owners in an excel document, meeting Energy Star Portfolio Manager specifications (See [RCW 19.27a.170](#)).

- 4) **Develop** the energy use intensity target (EUI) for the building in accordance with Section 7 of the CBPS. The EUI shall be developed by the qualified energy manager. Energy use intensity targets are based on building activity types listed in Table 7-1. Listed building activity types have assigned EUI available in Table 7-2a. Shift normalization factors are listed in Table 7-3. Definitions of building activity types are listed in Table 7-4. Each of these tables are located in Normative Annex Z of the standard. See [Guidance Document 018](#) for a compilation of the building activity types, energy use intensity targets, shift normalization factors, and building definitions.

Review [Guidance Document 029](#)- Tier 2 How to determine your buildings energy use intensity target. Tier 2 covered buildings unable to develop EUI in accordance with Section 7.2.2 or 7.2.3 of this standard shall report ESPM's median property site EUI, in place of the target.

Note: While building owners of Tier 2 covered buildings must create an EUI, Tier 2 covered buildings do not need to meet the EUI at this time.

More recently built buildings, (permitted July 1, 2016, or later) in addition to the requirements of Section 7.2.1, shall create an EUI that is 15% less than the original target, in accordance with Section 7.2.1.1. This shall be the building's EUI and will be noted in the [Clean Buildings Portal](#) following Tier 2 portal availability (July 1, 2025).

- 5) **Develop** and implement the Energy Management Plan (EMP) and associated Operations and Maintenance program (O&M) for each building as outlined in Sections 5 and 6 of the CBPS.

The EMP and O&M are mandatory requirements for all covered buildings. Implementation of these requirements can begin at any time.

Tip: Designate and identify your *qualified energy manager*. A qualified energy manager requires specific expertise and certification. [Click here for defined roles and responsibilities](#).

- 6) **Submit** documentation of compliance. Building owners must submit the following documentation through the Clean Buildings Portal (once portal access is available) to report the building weather normalized EUI, the building EUI, and the comparison between the two; the EMP; and the O&M Program. Forms A, B, and C can be found on the Clean Buildings Portal.

Facilities Condition Assessment (FCA)

City of Anacortes

APPENDIX B: Clean Building Background

Form A – Shall be used to communicate compliance requirements. It includes documentation of weather normalized EUI and the calculated EUI_t for the building. It also requires reporting of the building energy management plan (EMP) and operations and maintenance (O&M) program implementation as specified by Commerce.

Form B – Identifies the building activity and energy use intensity target (EUI_t). This form will be available in the Clean Buildings Portal, (once portal access is available). Fill out the Building Detail and Activity Types pages in the Clean Buildings Portal to fulfill the requirements of Form B.

Form C – Documents the weather normalized EUI in addition to other building characteristics and data.

For more information, see [Guidance Document 016- Compliance Forms](#).

Note: Document compliance through the Clean Buildings Portal as early as July 1, 2025.

Tier 2 Incentive Program

Eligible building owners applying for the Tier 2 covered buildings Incentive Program must be served by at least one qualified electric utility, gas company, or thermal energy company participating in the [Clean Buildings Incentive Program](#).

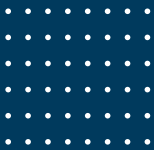
Eligible building owners may receive a base incentive payment of up to \$0.30/sq. ft. of gross floor area, excluding parking, unconditioned, or semi-conditioned spaces.

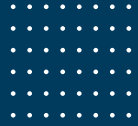
If you have questions on how to achieve Tier 2 compliance, please complete the [Customer Support Form](#).

December 9th, 2024

Facilities Condition Assessment

City of Anacortes





Established in 1960
Privately held LLC.

2,700+ employees 22 offices
nationwide

Regional Presence of 250+
employees and 5 regional
offices in Washington, Oregon
and Montana

Headquarters:
5005 3rd Ave South
Seattle, WA 98134
206.762.3311
www.mckinstry.com

Our Mission:
*To make everything we touch
more efficient*



About McKinstry

FOR THE LIFE OF YOUR BUILDING



ENGINEERING & CONSULTING

McKinstry's unique breadth of services gives us the ability to impact and optimize every aspect of the total building system.



ENERGY OPTIMIZATION & RENEWABLES

Our work often leads to substantial breakthroughs in energy savings, helping maintain and futureproof built environments to perform at the highest possible levels.



BUILDING & MANUFACTURING

Our teams continuously seek out improvements that result in driving waste out of the construction process and better financial outcomes.



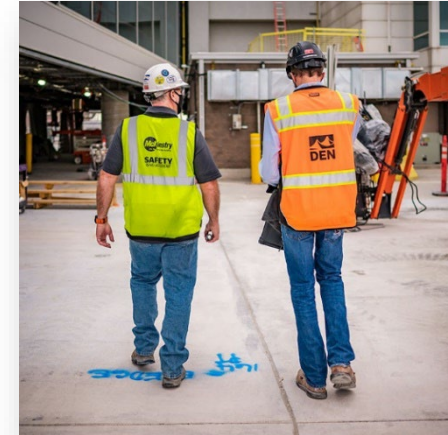
FACILITY SERVICES

Through real-time monitoring, analytics and responsive mobile services teams, we reduce downtime, lower the total cost of building operations, and optimize system performance every day.



SMART & CONNECTED BUILDINGS

From wireless ecosystems to energy management, McKinstry's industry-leading expertise offers a new approach to designing, engineering and monitoring buildings in unique and more effective ways.



FCA Experience & Qualifications

Municipal and local government projects completed in the last seven years:

- City of Burien
- City of Bellevue
- City of Edmonds
- City of Renton
- City of Seattle
- City of Tacoma
- City of Wenatchee
- City of Redmond
- City of Enumclaw
- City of Mountlake Terrace
- City of Tukwila
- City of Issaquah
- Grant County
- Walla Walla County
- Central Pierce Fire & Rescue
- Kitsap Regional Library
- City of Sandy, OR
- City of Brookings, SD
- City of Burnsville, MN
- City of Minneapolis, MN
- City of Racine, WI
- City of Milwaukee, WI
- City of Missoula, MN
- City of Boulder, CO
- Commerce City, CO
- Harris County, TX
- City of Phoenix, AZ



172.5M
sq. ft.
assessed



300k+
assets
assessed

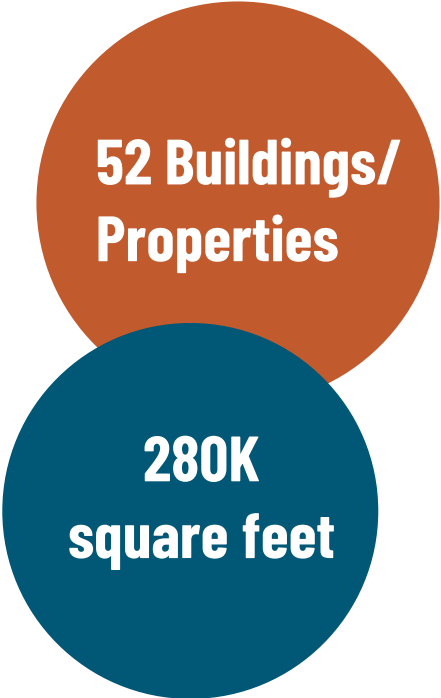


3,500+
buildings
assessed

Project Objectives



- Update existing facility asset (equipment/component) inventory and create condition assessment report that identifies all systems and components requiring maintenance, alteration, repair, and/or capital investment in a format compatible with our CMMS (CarteGraph).
- Identify alteration, repair, and/or capital replacement and/or renovation costs.
- Develop a proactive maintenance strategy that establishes standards and schedules for the efficient maintenance of city buildings and equipment.
- Establish a facility condition baseline for goal setting and progress tracking, and calculation of a Facility Condition Index for each building utilizing a formula that is consistent with our CMMS (CarteGraph).
- Develop a prioritized and coordinated 30-year expenditure forecast that preserves the functionality of major building systems and components while looking for operations, cost, and environmental benefits.
- Prepare visuals to communicate findings and data analysis in a manner easily understood by staff, the public, and City Council.



**52 Buildings/
Properties**

**280K
square feet**

Impact of an FCA



Identify Maintenance and Repair Needs

- FCAs helps pinpoint areas in need of repair, renovation, or replacement.

Prioritize Capital Improvement Projects

- Allows city planners to prioritize improvements based on urgency, safety, available resources, etc.

Budget Planning

- Supports accurate budgeting and resource allocation
- Forecasts capital expenses and repairs

Extend Facility Lifespan

- Proactively addresses smaller issues before they become major problems

Improve Safety and Functionality

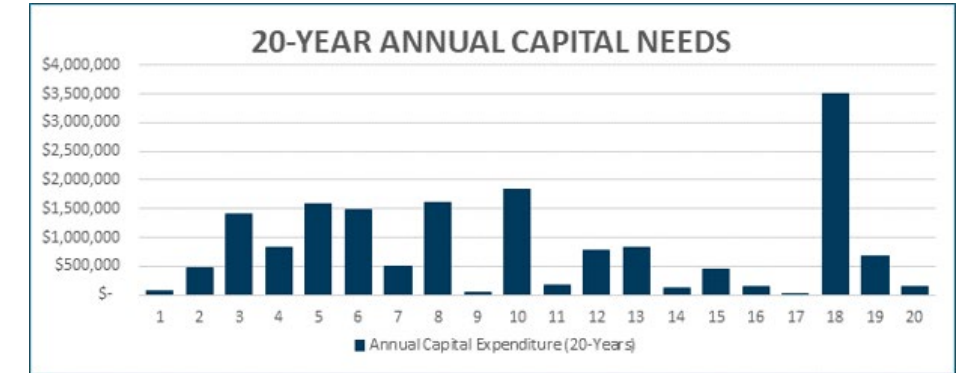
- Identify safety hazards or functionality issues that may impact the well-being of occupants or the public.

Guide Decision-Making for New Facilities

- Results of an FCA can inform the design and functionality requirements of existing and future spaces.

Assess Compliance with Standards

- The FCA checks whether facilities meet regulatory requirements, building codes, and accessibility standards, helping ensure legal compliance and reducing potential liabilities.



021-UV-235

D3050-Terminal & Package Units

Sub-System: D3050-Terminal & Package Units

Year Installed: 1967

Industry Life Remaining: -30 yrs

Observed Life Remaining: 4 yrs

Real Estimated Replacement Cost: \$4,390

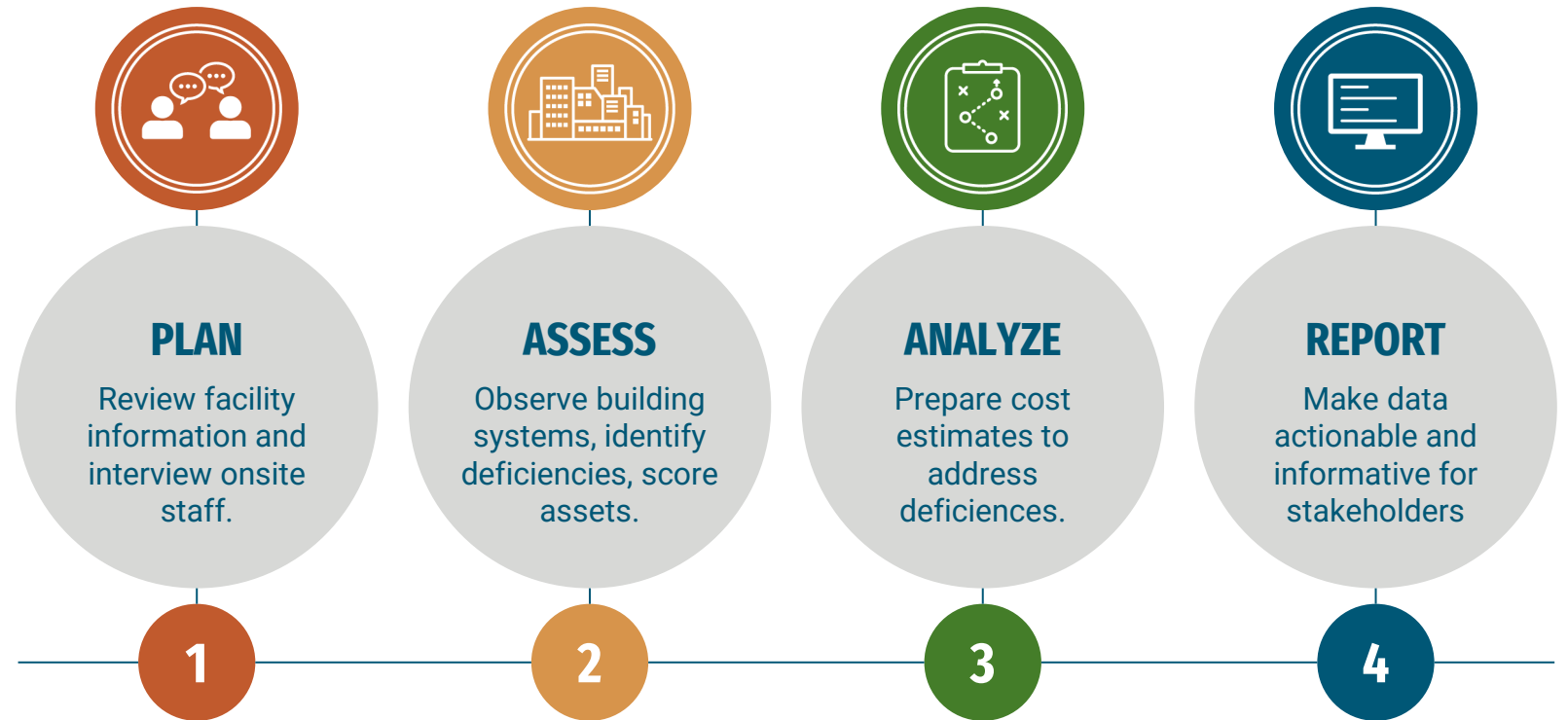
Size: 200 CFM, 18 MBH

Asbestos Risk: Minimal Risk

Notes: Wall Mounted Unit, Room number corresponds to as-build drawing room number. Unit ventilators have surpassed their typical industry life, and will likely require replacement or retrofit within 3-5 years. Unit type: 2-1

Project Approach

Facility Condition Assessment



Assessment

QUANTITATIVE ASSESSMENT



Count/Quantity
Make/model/serial number
Installation date
Design Remaining Life
Observed Remaining life

QUALITATIVE ASSESSMENT



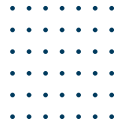
Condition
Deficiency
Recommended action
Energy conservation
Impact of failure
Risk
Constituent Impact

Facility Condition Assessment

Components to Assess:

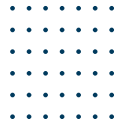
- Substructure - foundations, basements
- Building envelope - exterior siding, curtain wall windows, exterior doors
- Interior Construction - walls, doors, flooring, visible structural components, and ceiling systems
- Interior Finishes: flooring, paint, fixed furniture, etc.
- Lighting
- Health/Fire/Life Safety systems, emergency egress lighting
- Accessibility - ADA requirements, elevators
- Heating, Ventilation and Air Conditioning
- Plumbing Systems - fixtures, supply, storm and sanitary sewer drainage, valving, irrigation
- Building Electrical, Service Distribution and generators
- Site Electrical and Service Distribution
- Fire Suppression
- Special Electrical Systems and Emergency Power
- Site civil - Roadways, parking lots, sidewalks, exterior lighting
- Security Systems and Access Controls
- HVAC Building Control Systems
- Environmental - based on age and type of construction for each facility address general hazardous materials (lead, asbestos, etc.) conditions and or other environmental considerations

Asset Data Workbook



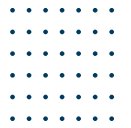
Facility Name	Asset Name (e.g. AHU-3)	Asset Approximate Installation Year	Asset Type (Electrical (E), Natural Gas (N), Propane (P))	Refrigerant Type	Energy Consumption	Asset Condition	Classroom Impact	Asset Selection (Pull Drop Down)	Asset Type/Size/Capacity (Secondary Pull Down)	Asset Quantity	Multi-Industry Life	Estimated / Observed Life	Extended Probable Cost (\$)
Leslie Middle School	RTU-2 (AHU-2)	1997	E	R-22	4	4	4	Air Handling Units (AHU) DX Cooling/Electric Heat	Per CFM	13000	-2	1	\$ 111,700.00
Leslie Middle School	RTU-1 (AHU-1)	1997	E	R-22	4	4	4	Air Handling Units (AHU) DX Cooling/Electric Heat	Per CFM	16000	-2	1	\$ 137,480.00
Leslie Middle School	RTU-3 (AHU-3)	1997	E	R-22	4	4	4	Air Handling Units (AHU) DX Cooling/Electric Heat	Per CFM	14500	-2	1	\$ 124,590.00
Leslie Middle School	RTU-4 (AHU-4)	1997	E	R-22	3	4	4	Air Handling Units (AHU) DX Cooling/Electric Heat	Per CFM	8000	-2	1	\$ 68,740.00
Leslie Middle School	RTU-8 (AHU-8)	1997	E	N/A	4	4	4	Air Handling Unit	10,000-20,000 CFM, per CFM	18500	-2	1	\$ 442,520.00
Leslie Middle School	RTU-6 (AHU-6)	1997	E	R-22	4	4	4	Air Handling Units (AHU) DX Cooling/Electric Heat	Per CFM	18500	-2	1	\$ 158,960.00
Leslie Middle School	SF-7 (AHU-7)	1997	E	N/A	3	4	4	Air Handling Unit	3,000-10,000 CFM, per CFM	6000	-2	1	\$ 124,800.00
Leslie Middle School	RTU-9 (AHU-9)	1997	E	N/A	3	4	4	Air Handling Unit	3,000-10,000 CFM, per CFM	6250	-2	1	\$ 130,000.00
Leslie Middle School	P-2 (HV-1)	2002	E	N/A	3	3	4	Air Handling Unit	3,000-10,000 CFM, per CFM	6800	3	5	\$ 141,440.00
Leslie Middle School	RTU-5 (AHU-5)	1997	E	R-22	4	4	4	Air Handling Units (AHU) DX Cooling/Electric Heat	Per CFM	12500	-2	1	\$ 107,410.00
Leslie Middle School	AS-1	1997	N/A	N/A	1	4	1	Air Separator	4" pipe	1	-12	1	\$ 9,250.00
Leslie Middle School	N/A	1997	E	N/A	1	4	4	Automatic Transfer Switch	300A	1	-2	1	\$ 15,310.00
Leslie Middle School	EF-5	1997	E	N/A	2	4	3	Exhaust Fan	600 CFM	1	-7	1	\$ 1,190.00
Leslie Middle School	EF-4	1997	E	N/A	2	4	3	Exhaust Fan	4360 CFM	1	-7	1	\$ 8,620.00
Leslie Middle School	EF-6	1997	E	N/A	2	4	3	Exhaust Fan	675 CFM	1	-7	1	\$ 1,330.00
Leslie Middle School	EF-9	1997	E	N/A	2	4	3	Exhaust Fan	2825 CFM	1	-7	1	\$ 5,580.00
Leslie Middle School	EF-7	1997	E	N/A	2	4	3	Exhaust Fan	425 CFM	1	-7	1	\$ 840.00
Leslie Middle School	EF-1	2002	E	N/A	2	4	3	Exhaust Fan	560 CFM	1	-2	1	\$ 1,110.00
Leslie Middle School	EF-1	1997	E	N/A	2	4	3	Exhaust Fan	1080 CFM	1	-7	1	\$ 2,130.00
Leslie Middle School	EF-2	1997	E	N/A	2	4	3	Exhaust Fan	1925 CFM	1	-7	1	\$ 3,600.00

Capital Planning



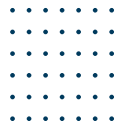
Facility Name	NPV (30 Yr)	Year: 1	Year: 2	Year: 3	Year: 4	Year: 5	Year: 6	Year: 7	Year: 8	Year: 9	Year: 10
Admin LPC	\$3,170,330	\$50,570	\$0	\$0	\$0	\$0	\$238,205	\$0	\$0	\$0	\$0
Auburn Elementary School	\$4,945,600	\$378,550	\$368,382	\$0	\$0	\$0	\$0	\$21,602	\$8,555	\$0	\$0
Baker Head Start	\$659,704	\$194,810	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Battle Creek Elementary School	\$16,565,984	\$32,240	\$0	\$0	\$0	\$146,566	\$0	\$0	\$332,343	\$0	\$2,163,141
Bethel Head Start	\$269,069	\$32,820	\$0	\$0	\$0	\$0	\$0	\$14,125	\$0	\$0	\$4,468
Brush College Elementary School	\$4,472,614	\$746,440	\$0	\$268,823	\$0	\$0	\$77,904	\$0	\$63,376	\$0	\$12,907
Bush Elementary School	\$7,062,435	\$379,280	\$0	\$898,119	\$0	\$0	\$0	\$0	\$538,371	\$0	\$0
Candalaria Elementary School	\$5,671,862	\$1,414,260	\$0	\$0	\$96,592	\$19,594	\$35,059	\$0	\$0	\$23,817	\$25,504
Centennial	\$195,466	\$36,740	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Central Kitchen	\$5,074,193	\$725,820	\$171,990	\$0	\$961	\$0	\$0	\$816,574	\$5,994	\$0	\$0
Central Services Center	\$3,117,179	\$769,600	\$0	\$0	\$0	\$32,405	\$0	\$16,068	\$85,298	\$0	\$0
Chapman Hill Elementary School	\$12,503,701	\$2,952,210	\$0	\$0	\$190,070	\$0	\$0	\$37,469	\$17,490	\$26,048	\$5,166
Chavez Elementary School	\$10,133,220	\$65,520	\$0	\$0	\$160,482	\$52,048	\$0	\$292,422	\$0	\$696,738	\$98,090
Claggett Middle School	\$21,035,921	\$5,018,300	\$0	\$111,606	\$235,808	\$0	\$0	\$0	\$0	\$0	\$0
Clear Lake Elementary School	\$6,924,925	\$488,430	\$0	\$0	\$0	\$0	\$0	\$792,184	\$856,080	\$0	\$274,942
Crossler Middle School	\$32,463,281	\$7,017,570	\$0	\$0	\$0	\$0	\$10,963	\$0	\$1,508,749	\$0	\$0
CTEC Aviation	\$1,232,969	\$421,660	\$0	\$15,016	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CTEC HS	\$8,721,509	\$57,770	\$19,467	\$56,790	\$24,403	\$12,811	\$13,452	\$275,765	\$379,833	\$301,726	\$963,778
Cummings Elementary School	\$3,338,511	\$320,760	\$0	\$0	\$7,756	\$0	\$0	\$0	\$20,811	\$41,664	\$22,944
Englewood Elementary School	\$6,354,460	\$162,740	\$0	\$0	\$0	\$0	\$0	\$44,639	\$191,211	\$0	\$896,249
Eyre Elementary School	\$11,636,551	\$1,355,280	\$0	\$0	\$9,087	\$0	\$0	\$0	\$34,981	\$88,810	\$0
Forest Ridge Elementary School	\$7,707,003	\$1,130,320	\$0	\$24,696	\$266,543	\$0	\$0	\$15,894	\$0	\$0	\$0
Four Corners Elementary School	\$6,828,532	\$1,716,090	\$0	\$0	\$24,437	\$0	\$0	\$70,368	\$60,196	\$0	\$38,954
Leslie Middle School	\$11,297,607	\$2,076,910	\$0	\$0	\$0	\$171,921	\$0	\$0	\$0	\$0	\$487,024

Engineered Maintenance Plan (1)



Facility Name	Room Number	Asset Tag	Asset Type	Asset Size	PM Hours	January	February	March	April	May	June	July	August	September
Leslie Middle School	Roof Above Media Cent	RTU-2 (AHU-2)	Air Handling Units (AHU) DX Cooling/Electric	Per CFM	1.5			S-HVAC-AHU						A-HVAC-AHU
Leslie Middle School	Roof Above Media Cent	RTU-1 (AHU-1)	Air Handling Units (AHU) DX Cooling/Electric	Per CFM	1.5			S-HVAC-AHU						A-HVAC-AHU
Leslie Middle School	Roof Above Gym	RTU-3 (AHU-3)	Air Handling Units (AHU) DX Cooling/Electric	Per CFM	1.5			S-HVAC-AHU						A-HVAC-AHU
Leslie Middle School	Roof Above Gym	RTU-4 (AHU-4)	Air Handling Units (AHU) DX Cooling/Electric	Per CFM	1.5			S-HVAC-AHU						A-HVAC-AHU
Leslie Middle School	Roof Above Gym	RTU-8 (AHU-8)	Air Handling Unit	10,000-20,000 CFM, per CFM	1.5			S-HVAC-AHU						A-HVAC-AHU
Leslie Middle School	Roof Above Gym	RTU-6 (AHU-6)	Air Handling Units (AHU) DX Cooling/Electric	Per CFM	1.5			S-HVAC-AHU						A-HVAC-AHU
Leslie Middle School	Roof Above Gym	SF-7 (AHU-7)	Air Handling Unit	3,000-10,000 CFM, per CFM	1.1			S-HVAC-AHU						A-HVAC-AHU
Leslie Middle School	Roof Above Gym	RTU-9 (AHU-9)	Air Handling Unit	3,000-10,000 CFM, per CFM	1.5			S-HVAC-AHU						A-HVAC-AHU
Leslie Middle School	Roof Above Gym	P-2 (HV-1)	Air Handling Unit	3,000-10,000 CFM, per CFM	1.5			S-HVAC-AHU						A-HVAC-AHU
Leslie Middle School	Roof Above Gym	RTU-5 (AHU-5)	Air Handling Units (AHU) DX Cooling/Electric	Per CFM	1.5			S-HVAC-AHU						A-HVAC-AHU
Leslie Middle School	Mechanical 208	AS-1	Air Separator	4" pipe	0									
Leslie Middle School	ELC/ Custodial	N/A	Automatic Transfer Switch	300A	0.25						A-ELEC-ATS			
Leslie Middle School	Roof Above Gym	EF-5	Exhaust Fan	600 CFM	0.33									A-HVAC-EF
Leslie Middle School	Roof Above Gym	EF-4	Exhaust Fan	4360 CFM	0.75									A-HVAC-EF
Leslie Middle School	Roof Above Gym	EF-6	Exhaust Fan	675 CFM	0.33									A-HVAC-EF
Leslie Middle School	Roof Above Gym	EF-9	Exhaust Fan	2825 CFM	0.75									A-HVAC-EF
Leslie Middle School	Roof Above Gym	EF-7	Exhaust Fan	425 CFM	0.33									A-HVAC-EF
Leslie Middle School	Roof	EF-1	Exhaust Fan	560 CFM	0.33									A-HVAC-EF
Leslie Middle School	Roof	EF-1	Exhaust Fan	1080 CFM	0.33									A-HVAC-EF
Leslie Middle School	Roof	EF-2	Exhaust Fan	1925 CFM	0.75									A-HVAC-EF
Leslie Middle School	Roof	EF-3	Exhaust Fan	375 CFM	0.33									A-HVAC-EF
Leslie Middle School	Roof	EF-10	Exhaust Fan	200 CFM	0.33									A-HVAC-EF
Leslie Middle School	Mechanical 208	WH-1 ET	Expansion Tank	30 Gal	0									

Engineered Maintenance Plan (2)



Periodicity	Grouping	Equipment Type	Combined	Equipment Type2	Tasking Line Item	Tasking Sub-Type	Tasking
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	1	Safety Baseline	Check for safe equipment access
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	2	Safety Baseline	Isolate equipment and lock out
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	3	Operational Overview	Note any abnormal vibration or noise
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	4	Performance	Check and record motor amps
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	5	Performance	Check fan speed
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	6	Safeties	Check for loose or burnt wiring
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	7	Safeties	Check all trip points
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	8	Controls	Check all terminations in control panel
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	9	Controls	Inspect and Exercise controls
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	10	Drive Components	Check sheaves for wear
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	11	Drive Components	Check sheave set screws
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	12	Drive Components	Check drive belts for wear and cracking, replace as necessary
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	13	Drive Components	Check sheave alignment
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	14	Drive Components	Check belt guard alignment
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	15	Drive Components	Check bearings for wear and end play
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	16	Drive Components	Lubricate motor and fan bearings as necessary
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	17	Drive Motor	Check for dirt and debris around end bell
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	18	Drive Motor	Check motor cooling fan
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	19	Drive Motor	Check motor mounting fasteners
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	20	Drive Motor	Check bearings for wear and end play
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	21	General Maintenance	Check for corrosion, noting it as necessary
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	22	Housekeeping	Wipe off any excess lubricants
A-	HVAC-	EF	A-HVAC-EF	Exhaust Fan	23	Housekeeping	Cleanup work area

Condition Report

Facilities Summary

The Facility Condition Assessment involved visually evaluating 6 buildings located in Mountlake Terrace, for a combined total of 94,000 square feet. The buildings are used by city employees or open to the general public. The original construction date for each building varies, ranging from 1968 to 2021 with some remodel and/or renovations throughout the years. The list of buildings visually assessed can be found in *Table 1* below.

Table 1: List of participating facilities and building information		
FACILITY NAME	ORIGINAL CONSTRUCTION DATE	SQUARE FOOTAGE
CITY HALL	2021	18,600
RECREATION PAVILION	1968	33,000
OPERATIONS FACILITY	1985	19,518
MOUNTLAKE TERRACE LIBRARY	1988	13,090
MICKEY CORSO COMMUNITY CLUBHOUSE	1989	8,064
POLICE STATION	1991 & 2021 ADDITION	10,100

Assessment Summary

Building site assessments were conducted with the City of Mountlake Terrace facility personnel, Ken Courtman and Floyd. The following issues, but not limited to, are recommended to be considered for replacement. If applicable and cost efficient, remodel, or repair may be possible.

Police Station

HVAC

- The 25-ton package rooftop unit is past its 15-year useful service life. The unit does not provide adequate temperature control for the building and appears to have a significant number of bugs nesting in the filter. Supplemental heating has been installed to accommodate the failure of rooftop unit in the old police building. The wood partition surrounding the rooftop unit is damaged.
- The building automation system for the old police building is obsolete and is past its 20-year industry life.

Architectural

- Modified bituminous roofing exhibited many areas of damage and wear and has had previous repairs performed and continues to leak.

Fire and Life Safety

- Fire alarm main panel serving the old police building is past its 15-year industry life, and recommended for replacement to maintain fire, security, and life safety standards.

Operations Facility

HVAC

- The 3-ton and 4-ton rooftop package units are past their 15-year useful service life.

Electrical

- Backup generator automatic transfer switch is past its 25-year useful service life.

Architectural

- Modified bituminous roofing exhibited many areas of damage and wear, prior patching and leaks, and is past its 20-year industry life.
- Carports are in overall poor condition.
- Parking lot has a significant amount of alligator cracking, damaged curbs and needs new paint. It also does not meet the ADA requirements for parking.

Fire and Life Safety

- The fire alarm main panel has exceeded industry life. We recommend replacement to maintain fire, security, and life safety standards.

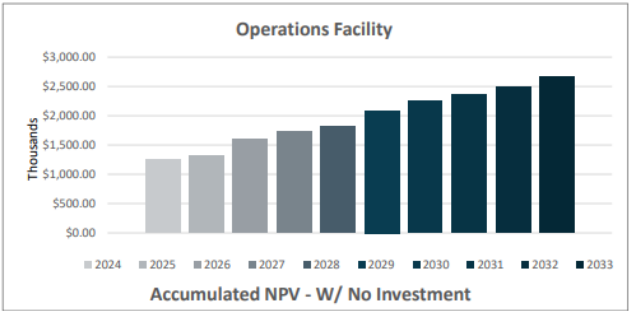
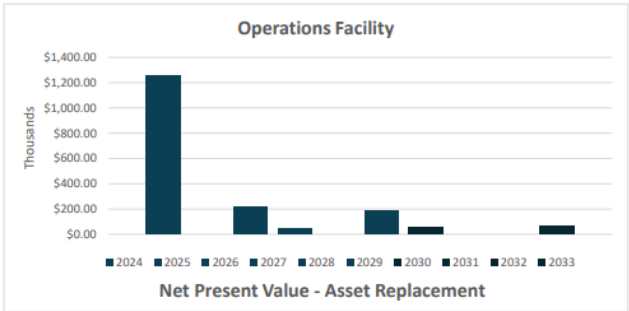


TOTAL FACILITY SQUARE FOOTAGE	NUMBER OF ASSETS	AVERAGE ASSET CONDITION SCORE (1-5)	YEARS 1-5 REPAIR/REPLACEMENT (W/INF. RATE)
19,518	52	3.69	\$1,513,693

YEAR 1-5 REPLACEMENT	INDUSTRY LIFE REMAINING	OBSERVED LIFE REMAINING	REPLACEMENT COST (CAP BUDGET)
Unit Heaters (2)	-28	1	-
Expansion Tanks (4)	-18 / 1	1 / 3	-
Unit Heater	-28	1	-
Unit Heater	-28	1	-
Unit Heater	-28	1	\$3,150
Exhaust Fans (5)	-18	1	\$3,190 each
Panelboards (2)	2	4	\$3,550 each
Panelboards (2)	2	4	\$3,860 each
Ice Machine	-5	3	\$4,000
Panelboards (5)	2	4	\$5,600 each
Unit Heaters (6)	-23	1	\$7,960 each
Unit Heaters (2)	-23	1	\$10,100 each
Water Heater	-9	1	\$12,530
Air Compressor	-18	1	\$32,310
Rooftop Unit	-8	1	\$36,810
Rooftop Unit	-23	1	\$38,680
Automatic Transfer Switch	-13	1	\$46,370
Fire Alarm Main Panel	-7	1	\$12,000
Backup Generator	-18	3	\$186,250
Exterior Doors	-8	1	\$103,780 total
Exterior Walls	-28	1	\$2,030 total
Roofing	-18	1	\$352,010
Parking Lot	-13	1	\$440,280

Public Works Operation Facility

YEAR 6-10 REPLACEMENT	INDUSTRY LIFE REMAINING	OBSERVED LIFE REMAINING	REPLACEMENT COST (CAPITAL BUDGET)	REPLACEMENT COST (OPERATING BUDGET)
Fire Sprinkler System	-28	10	\$40,000	-
Rooftop Unit	5	7	\$41,800	-
Switchboard (3 Sections)	2	6	\$49,850 each	-



Operations Facility: Roof has many areas of damage and wear, prior patching, and leaks.



Operations Facility: Carports are in poor condition.

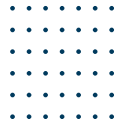


Operations Facility: Parking lot has alligator cracking, damaged curbs and needs repainting.



Operations Facility: Rooftop package unit past its industry life.

McKinstry's Reveal™ Technology

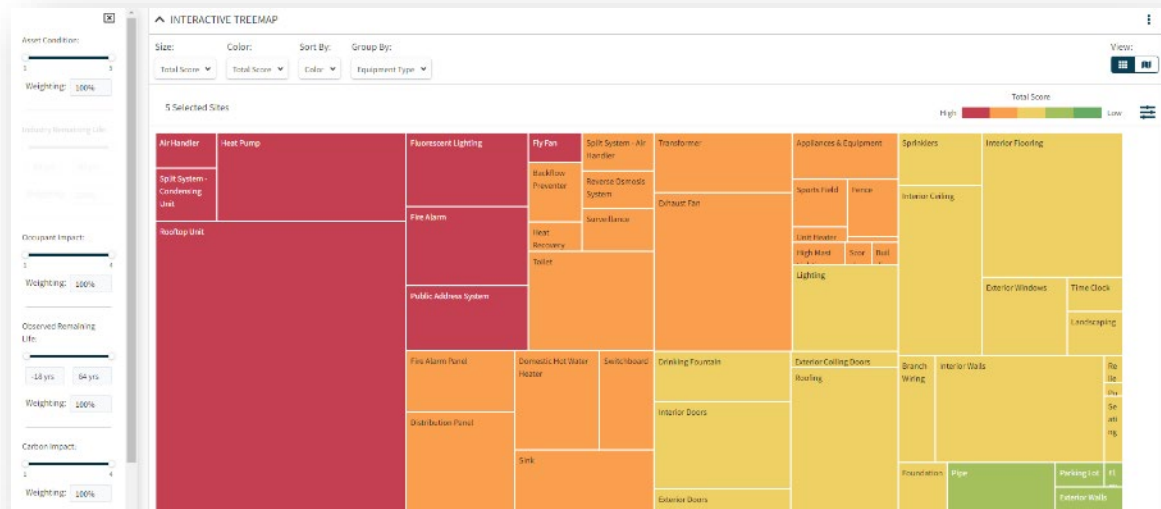


MAKING THE INVISIBLE, VISIBLE

Reveal™ is a cloud-based facility management technology for building performance optimization. McKinstry utilizes it to bring data from various sources (utility, sub-meters, etc.) into one portal to provide powerful visualizations for facility managers to drive critical decisions.

Reveal™ was built to support an integrative approach that enables users to:

- ✓ Access real-time data
- ✓ Visualize building performance
- ✓ Maintain one hub for CMMS, utility data, and more
- ✓ Generate personalized reports
- ✓ Detect faults and cost savings
- ✓ Track return on investment
- ✓ Make informed decisions on portfolio energy, capital planning and preventative maintenance

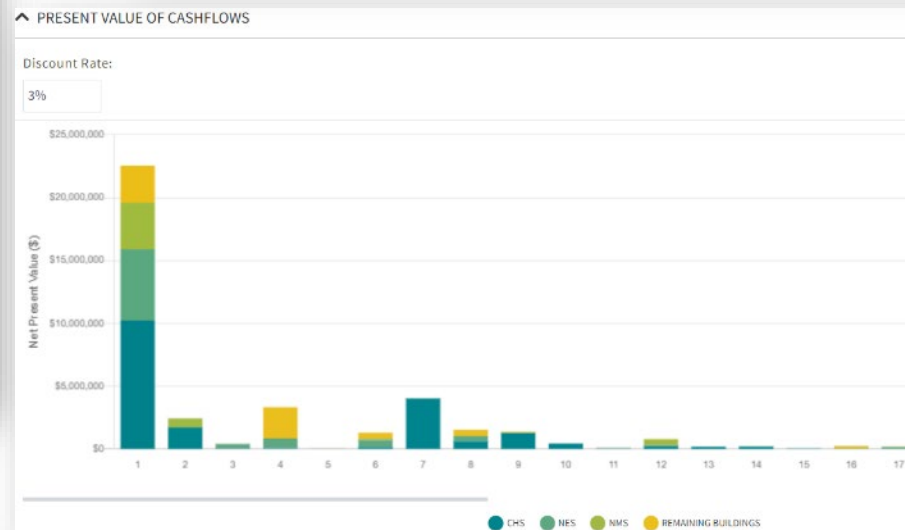
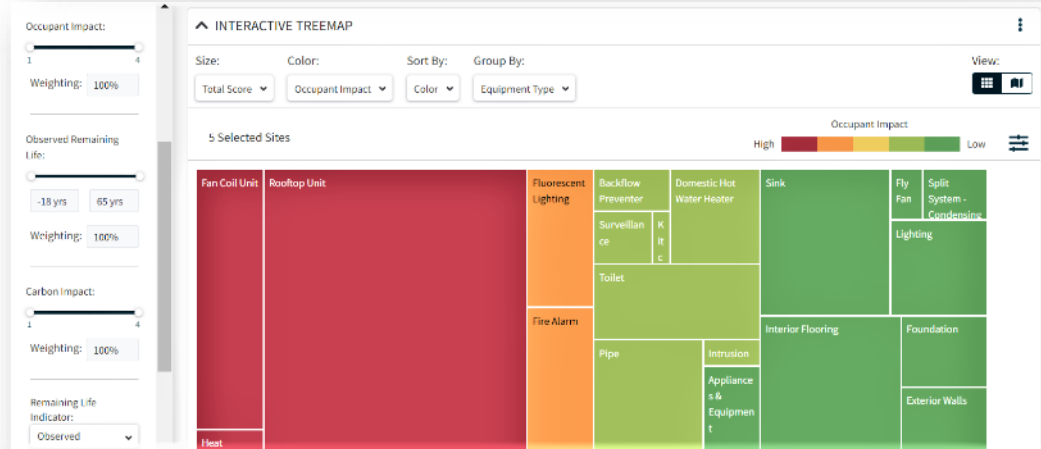


PRIORITIZED ASSET LIST

Search Equipment Tag

show 10 assets

		EQUIPMENT TAG	FACILITY ID	EQUIPMENT TYPE	SCORE	END OF USEFUL LIFE	REPLACEMENT YEAR	REPLACEMENT COST (Est.)	
▶	1	EC-2-193851	CHS	Direct Evap...	16.0	2020	2021	\$3,065	0.00
▶	2	CU-1-Freeze...	CHS	Split Syste...	16.0	2021	2021	\$72,000	0.00
▶	3	EC-1-193850	CHS	Direct Evap...	16.0	2025	2021	\$3,065	0.00
▶	4	AC-193860	CHS	Rooftop Unit	15.0	2020	2021	\$35,194	0.00
▶	5	AC-193864	CHS	Rooftop Unit	15.0	2020	2021	\$35,194	0.00
▶	6	AC-193865	CHS	Rooftop Unit	15.0	2020	2021	\$32,568	0.00
▶	7	AC-193867	CHS	Rooftop Unit	15.0	2020	2021	\$32,568	0.00





City Council Agenda Bill

Meeting Date: December 9, 2024 **Agenda Item:** 6.c.

Agenda Item Title: Interlocal Agreement 25-007-ASC-001 with Skagit County for the 2025 Senior Services Program

Staff Contact(s): Jonn Lunsford

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Jonn Lunsford	

Item Summary: City staff seeks City Council consent to enter into an interlocal agreement with Skagit County to define the services provided by the City and County at the Anacortes Senior Activity Center for the year 2025.

Background: The County operates a Senior Services Program, within the Skagit County Public Health Department, and employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to seniors. This interlocal agreement provides for the continuation of the current services provided by the City and County at the Anacortes Senior Activity Center.

Key Terms:

- The term of this Agreement shall be from January 1, 2025 through December 31, 2025.
- The City will pay the County \$44,600.00 for 2025.
- The County will pay the City \$104,805.00 for 2025.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperation Agreement #25-007-ASC-001 between the City of Anacortes and Skagit County for the 2025 Senior Services Program.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 25-007-ASC-001
2. ILA Anacortes Senior Services

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County
AND
The City of Anacortes

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

1. **PURPOSE:** The County operates a **Senior Services Program, within the Skagit County Public Health Department**, and employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to seniors. For the purpose of this Agreement, a senior will be defined as any person 55 years of age or older. As a result of other contractual Agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an Agreement whereby the County will provide to the City certain administrative and professional services and the City will pay for the services so performed. This Agreement is general in nature and reflects the broad responsibilities the County has for the provision of services to seniors.

2. **RESPONSIBILITIES:**1. City Responsibilities:

- a. The City will oversee and provide comprehensive programming and operational support to the Anacortes Senior Activity Center for all Senior Center programs and activities, other than those provided by the County as part of the nutrition program described in Paragraph 2 below. The City will assume responsibility for all necessary acts to provide senior programming, including staff development, volunteer recruitment, administrative and professional support, safety management, budget oversight, and any other necessary activities.
- b. The City will provide the following general services:
 - i. Daily operation of Senior Activity Center Monday through Friday from 8am to 4pm except for holidays and during inclement weather.
 - ii. Provide a variety of healthy lifestyle and educational programs, along with other activities of interest to older adults.
 - iii. Prepare and distribute a monthly schedule of center programs and activities, including a menu.
 - iv. Provide table set up and decorations for holiday meals.
 - v. Provide all tableware, coffee pots, coffee supplies, and coffee service.
 - vi. Provide coffee service during ASAC operating hours.
 - vii. Provide mutually agreeable reasonable support to County fundraising efforts to fund the meals on wheels programs including:
 1. Ensure local outreach and advertisement to support annual March for Meals fundraising campaign, including mailings,

- flyers, promotional ads etc.
 - 2. Support annual events as identified by County Nutrition Program such as Giving Tree, through efforts such as collection of donations, storing of gifts, and organizing volunteers to wrap gifts.
 - 3. Promote and participate in County-identified Meals on Wheels and senior nutrition fundraising events.
 - viii. Provide onsite office space and phone line access for Nutrition Program staff. Ensure access to kitchen phone line.
 - ix. Provide internet access and connection for Nutrition Program staff.
 - x. Continue to provide janitorial services for kitchen and dining.
 - xi. Support and assist County's volunteer recruitment efforts to maintain necessary volunteers for the County's nutrition programming.
2. County Responsibilities: The County will oversee and operate the nutrition program at the Anacortes Senior Activity Center, including the components described below. The County will assume responsibility for all necessary acts to provide nutrition programming, including staff development, volunteer recruitment, fundraising activities in conjunction with City support, administrative and professional support, budget oversight any other necessary activities.
- a. Congregate meals: The County will provide hot, nutritionally balanced noon-time meals served at the Anacortes Senior Activity Center Monday through Friday except for regularly scheduled County holidays or other closures resulting from business need.
 - b. Home delivered meals: The County will provide home-delivered meals to eligible Meals on Wheels Program clients. The County will conduct all initial home visits to assess clients' needs and conduct any necessary periodic assessments or reevaluations.
 - c. Liquid supplements: The County will make liquid food supplements available to all seniors with special nutritional needs during regular Nutrition Program hours.
 - d. Volunteers: The County will recruit, train, supervise and schedule volunteers for the following duties:
 - i. Deliver hot and frozen meals;
 - ii. Assist in the kitchen to package hot meals;
 - iii. Receive client donations;
 - iv. Serve congregate meals;
 - v. Greet and sign in congregate meal guest;
 - vi. Dish up and portion out meal components; and
 - vii. Wash dishes.
3. **TERM OF AGREEMENT**: The term of this Agreement shall be from January 1, 2025 through December 31, 2025.
4. **MANNER OF FINANCING**:
- a. **County Payments**
 - i. **Amount**: The County will pay the City an amount of \$104,805 for 2025.
 - ii. **One-fourth of the amount described in paragraph (a) above will be due at the end of each calendar quarter. Payment will be made after submission of an invoice from City and completion of payment processing by the County. The full amount owed may be paid at any time by the County.**

- b. City Payment: The City will pay the County an amount of \$44,600 for 2025.
- c. Historical Fundraising Contribution: The City will partner with the County to support and facilitate fundraising efforts of the March for Meals campaign.

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

- 5.1 The County's representative shall be the Senior Program Manager.
- 5.2 City's representative shall be the Mayor.

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

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

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

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

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

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

12. OTHER PROVISIONS:

1. Operation

- a. City Operations: The City will be responsible for all necessary operational expenses associated with providing direct senior services as outlined in this

Agreement. The City will maintain the Premises and be responsible for all costs associated with facility maintenance, utilities, repairs, and custodial services. Repairs to kitchen equipment critical for meal production shall be made as soon as possible to minimize interruption to meal service programs. The City has full discretion to authorize use of the Premises in any way it deems necessary; provided, however, that the City may not authorize use of the Premises in any way that interferes with the County's provision of nutritional programming.

- b. Kitchen: The City will be responsible for maintenance and repairs of all kitchen equipment, including but not limited to large appliances, small appliances, serve ware, and any other equipment regularly used in the provision of nutritional services. The parties hereby acknowledge that the City may use all kitchen facilities and equipment for the provision of programming that supports Anacortes Senior Activity Center activities, including holiday celebrations, fundraising events, and special activities, at any time the kitchen facilities and equipment are not in use for the provision of nutrition programming, or as mutually agreed upon by the Parties provided that the City will ensure a monitor is onsite at any time the kitchen is used during non-Nutrition Program hours.
- c. County Property:
 - i. The County may leave equipment, materials, and food at the Anacortes Senior Activity Center in a mutually agreed upon location to facilitate County nutrition programming.
 - ii. The County may keep its freezer used to store home delivery meals at the Premises. The County is solely responsible for all maintenance, repairs, and cleaning associated with the freezer. The parties hereby acknowledge that the City has no access to the freezer and will not take any action to move, adjust or access the freezer without the prior permission of the County; provided, however, that, if the freezer interferes in any way with the City's use of the Premises, the City may, after consultation with County, take any reasonable actions necessary to remediate said interference.
- d. No Joint Property: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

City of Anacortes:

Matt Miller, Mayor

Date _____

Mailing Address:
PO Box 547
904 6th Street
Anacortes, WA 98221

DATED this _____ day of _____, 2024.

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

Peter Browning, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



ILA Anacortes Senior Services

Karl Wolfswinkel
Administrator



ASAC's Mission—to create a place where seniors thrive

Every weekday the Center hosts activities and provides services in a facility that includes five classrooms, a computer lab, a consultation room, a pool room, a library, a gift shop and a lunchroom.



Average Daily Participation

-168/day in September

-163/day in October



What's Coming to the Center?

Holiday Events:

- | | |
|----------------|--|
| 12/4, 1PM | Holiday Decorating with ISV Students |
| 12/9, 2PM | Shelter Bay Chorus Concert |
| 12/11, 3:30PM | Take a Bite out of Grandpa multi-generational cookie decorating w/Anacortes Library |
| 12/17, 10:45AM | Buddy Caroling w/ISV Students |
| 12/19, 11AM | Christmas Luncheon w/ukelele band, Essential Element, lunch served by Public Health staff & volunteers |

Upcoming Opportunities:

- Chat w/Mayor Miller: Bi-monthly on the 4th Wednesday. Next meeting on 1/22 at 1:30PM
- Games: Bridge; Mexican Train Dominoes; Pinochle; Mah Jong; Billiards
- Exercise: Functional fitness; yogo/chair yoga; ballroom & line dancing
- Arts: weaving, drawing, wood carving, photography classes and presentations
- Community Needs Assessment
- New Classes for 2025: Archeology; Art & the Brain; Shakespeare



ASAC Nutrition Program

ASAC Nutrition Program Stats

- 40-100 in person meals/day
- 76/day in September
- 54/day average in October.
- 12,931 Jan-Oct. 2024
- 13,844 in 2023

Meals on Wheels

In addition to meals served at the Center, volunteers run 8 delivery routes throughout the City to 75-85/day to Meals on Wheels participants

- 22,755 Jan-Oct. 2024
- 24,219 in 2023





Contact Us



Anacortes Senior Activity Center

1701 22nd ST

Ph: 360-293-7473

Email: karlw@cityofanacortes.org

www.anacorteswa.gov

<http://www.facebook.com/AnacortesSeniorActivityCenter>



City Council Agenda Bill

Meeting Date: December 9, 2024 **Agenda Item:** 6.d.

Agenda Item Title: Interlocal Agreement #24-291-APD-001 for the "Handle With Care" Program

Staff Contact(s): Dave Floyd, Chris Fuller

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Dave Floyd	

Item Summary: City staff seeks approval to execute Interlocal Cooperative Agreement 24-291-APD-001 to implement a "Handle With Care" program and to define the Parties' roles and confidentiality obligations. The Parties' shared goal is to improve the response for school age children who have recently experienced trauma from witnessing, or being a victim from, a crime to improve learning and health outcomes.

Background: NWESD Authorized to notify the appropriate school district staff when a student has been involved/affected in an event outside of school so school staff can offer additional support to that student. This interlocal ensures that proper notifications are made even if the APD School Resource Officer is not in the schools that day.

Key Terms:

- The term of this Agreement shall be through 7/31/2027
- The Parties include Northwest Educational Service District (NWESD), Anacortes School District, Burlington-Edison School District, Conway School District, Concrete School District, La Conner School District, Mount Vernon School District, Sedro-Woolley School District, City of Anacortes, Burlington Police Department, Mount Vernon Police Department, Sauk-Suiattle Indian Tribe, Sedro-Woolley Police Department, Skagit County Sheriff, Swinomish Indian Tribal Community, Upper Skagit Indian Tribe, and Washington State Patrol

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 24-291-APD-001 for the "Handle With Care" Program.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 24-291-APD-001



Interlocal Cooperative Agreement

Between

Skagit County School Districts and Skagit County Law Enforcement Agencies

I. Purpose and Parties

This Interlocal Cooperative Agreement (Agreement), entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, formalizes a partnership between the Northwest Educational Service District (NWESD), Anacortes School District, Burlington-Edison School District, Conway School District, Concrete School District, La Conner School District, Mount Vernon School District, Sedro-Woolley School District, City of Anacortes, Burlington Police Department, Mount Vernon Police Department, Sauk-Suiattle Indian Tribe, Sedro-Woolley Police Department, Skagit County Sheriff, Swinomish Indian Tribal Community, Upper Skagit Indian Tribe, and Washington State Patrol, (collectively, Parties, and individually, Party) to implement a "Handle With Care" program and to define the Parties' roles and confidentiality obligations. The Parties' shared goal is to improve the response for school age children who have recently experienced trauma from witnessing, or being a victim from, a crime (Impacted Child) to improve learning and health outcomes.

II. Duration

This Agreement shall be effective for each jurisdiction upon receipt of signature by the school district and law enforcement personnel. School districts who have not signed will be excluded from receiving notifications until date of signature. Reports received from law enforcement agencies who have not signed will be excluded from notifications until date of signature. This agreement terminates or shall be considered for renewal on July 31, 2027.

III. Legal Entity

This Agreement does not create any separate legal or administrative entity that would be subject to legal process. Each Party will maintain all documents and records it develops, receives, or maintains (including personnel records) at their own appropriate records facility in a secure environment appropriate to the circumstances. Under the Public Records Act, RCW 42.56, each Party has a designated person assigned to respond to public records requests. Nothing in this Agreement shall abrogate or alter the venue and tort claims processes involving any Party, including under RCW 4.92 or any other tort claim process. The Parties will not jointly or cooperatively acquire, hold, use, or dispose of any personal or real property assets under this

Agreement. Each Party is responsible for its own costs in implementing this Agreement, including personnel, equipment, and resource costs.

IV. Roles, Responsibilities and Obligations

The Parties will share Impacted Children's names and birthdates. The Parties further agree:

- Failing to maintain client information confidentiality can compromise Impacted Child safety.
- Information sharing may increase effective service delivery.
- They will share information strictly on a need-to-know basis.
- Each Party continues to maintain its own legal and ethical obligations to honor an Impacted Child's confidentiality and privacy, or, depending on the agency, legal obligations to share information.
- The Impacted Child who uses a school district's services retains their right to confidentiality and can determine when and how the Parties may share their information, consistent with law.
- Any information a Party releases should enhance the services the school districts provide Impacted Children, and a Party should not release information solely to ease the program's administration.

The law enforcement, tribal government, school district, and NWESD entities have the following roles, responsibilities, and obligations:

LAW ENFORCEMENT AND TRIBAL GOVERNMENT

Roles and Responsibilities:

- As permitted by law, inform the school district entities when an Impacted Child was present during a law enforcement response.
- Preserve records as required by law.

Confidentiality Obligations:

- Recognize that other Parties may have different confidentiality levels regarding victim/Impacted Child information and that some Parties must decline to share information about a specific Impacted Child because they have a legal obligation to protect an Impacted Child's privacy and confidentiality.
- When initially contacted, notify an Impacted Child of their rights and with whom a law enforcement Party can share their personally identifiable information and obtain their and their legal guardian's consent to release the information.
- Refer Impacted Children to local domestic violence/sexual assault advocates for confidential counseling, advocacy, and support services when appropriate.
- Honor an Impacted Child's privacy to the extent permitted by law.
- Not provide the NWESD with any details of the emergency event but only provide the Impacted Child's name and birthdate when the Impacted Child and their legal guardian consent.

SCHOOL DISTRICT(S)

Roles and Responsibilities:

- Provide confidential support and counseling services to Impacted Children to maintain or improve levels of academic achievement.
- Refer an Impacted Child to appropriate counseling when the Impacted Child's needs exceed the school district's capacity.
- Educate employees on Adverse Childhood Experiences (ACES) and domestic violence issues.
- Update Parties on emerging issues/research regarding children living in households with domestic violence.
- Confirm services were offered to an individual.
- Preserve records as required by law.

Confidentiality Obligations:

- Recognize that other Parties may have different confidentiality levels regarding victim/Impacted Child information and that some Parties must decline to share information about a specific Impacted Child because they have a legal obligation to protect a victim/client/student/Impacted Child's privacy and confidentiality.
- Preserve an Impacted Child's anonymity, including assuring them that the school district will not release identifiable personal data to third parties.
- When applicable, protect an Impacted Child's health information or data from unauthorized access and/or disclosure, as outlined in the Health Insurance Portability and Accountability Act.
- The school district(s) have strict confidentiality obligations. When necessary to comply with FERPA, the school district(s) shall procure the parents' or an eligible Impacted Child's consent to release and use the data and shall maintain and make written proof of the parent or Impacted Child's consent available to the Parties. The school district(s) recognizes that they can share information if they have prior written consent from the Impacted Child's parent/guardian. Consent forms must comply with FERPA or HIPPA, as appropriate. The consent form must specify the records/information that the school district(s) may disclose, the disclosure's purpose, and to whom the school district(s) will make the disclosures.

NORTHWEST EDUCATION SERVICE DISTRICT

Roles and Responsibilities:

- Receive daily reports from law enforcement agencies that indicate the Impacted Child's name and date of birth. The other Parties shall not inform the NWESD about any details of the emergency event.
- Discover the school districts where each reported Impacted Child is enrolled. Create a district-based list of Impacted Children.
- Notify each respective school district (daily) of Impacted Children's names and

birthdates by sending an encrypted email with "Handle With Care: [Impacted Child Name] and [Birthdate]."

- Provide training opportunities for school staff to (1) efficiently manage Handle With Care email notifications, and (2) respond appropriately with trauma informed care of Impacted Children.
- Partner with law enforcement agencies to establish efficient reporting practices for youth impacted by emergency or crisis events.

Confidentiality Obligations:

- The NWESD will have no access to, nor will accept any confidential Impacted Child information.
- Recognize that other Parties may have different confidentiality levels regarding victim/Impacted Child information and that some Parties must decline to share information about a specific Impacted Child because they have a legal obligation to protect a victim/client/student/Impacted Child's privacy and confidentiality.

V. Confidentiality Agreement Between the Parties

Federal and state confidentiality laws and regulations will govern the information exchange between the Parties. The information that Parties share will remain confidential, and they may only use it for those purposes authorized by law. Each Party will ensure that any employee working on the "Handle With Care" program has been trained on the importance of confidentiality and this Agreement's terms.

VI. Security

The Parties shall take reasonable security precautions and protections to ensure that unauthorized persons do not gain access to protected, confidential, or private information/data.

VII. Liability, Hold Harmless and Indemnification

1. Each Party, including its agents, officers, officials, and employees, does not assume any responsibility or liability for another Party's actions, including through the other Party's agents, officers, officials, and employees. Each Party, including its agents, officers, officials, and employees, shall be responsible and assume liability for its own wrongful or negligent acts or omissions to the fullest extent required by law.
2. Each Party shall save, indemnify, defend, and hold harmless all other Parties, officials, and employees from its own wrongful or negligent acts or omissions. The Parties shall not be liable for this Agreement except as it provides. This Agreement shall not create liability to, or a right of indemnification in, any third party. These liability and indemnification provisions shall survive this Agreement's termination and are subject to Washington law.
3. If a third party sues more than one Party, the Parties agree that they and their individual lawyers will maintain a joint defense to claims made against them and to reserve all indemnity claims against each other until after liability and damages against them, if any, are adjudicated.

VIII. Insurance

1. At all times during this Agreement, the Parties must have effective insurance to protect against all claims, damages, losses, and expenses arising out of the partnership. Self-insurance or membership and coverage in a risk pool will satisfy this section. The Parties' insurance must have limits no less than stated below, as applicable.
 - a. General Commercial Liability Insurance. Liability insurance and umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. A Party must have an effective policy for this Agreement's duration.
 - b. Professional Liability Coverage. Professional liability coverage with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. A Party must have an effective policy for this Agreement's duration. If the policy is written on a claim made basis, the coverage will continue in force for an additional three years after this Agreement terminates.
2. If a Party purchases insurance from third parties, the company or companies must be rated A-VII or higher in Best's Guide and admitted in Washington.

IX. Assignment and Withdrawal from Partnership

The Parties may not assign their responsibilities under this Agreement unless the other Parties consent. Any Party may withdraw from this Agreement by providing 30 days' written notice to the Parties. If the Parties have any dispute arising from this Agreement, they shall first attempt to settle the dispute between themselves. If they cannot do so, they agree they will mediate the matter. If mediation fails, they may then use any legal or equitable means available to them under Washington law.

X. Miscellaneous

If a Party has an obligation under this Agreement that continues after its termination, that obligation shall survive termination and shall bind the applicable Parties. This Agreement shall be governed by and construed under Washington law.

XI. Municipal/County Authorizations and Approval by Legislative Authority

Each signor certifies that 1) they have authority to sign this Agreement for their identified Party; 2) their legislative body (the City Council/Board of Commissioners) has approved the Agreement; and 3) the Party agrees to this Agreement's terms. Each Party certifies they have complied with the Washington Interlocal Cooperation Act, RCW 39.34.030(2).

XII. Electronic Signatures

The Parties may execute this Agreement in any number of counterparts and with facsimile or electronic signatures and all such counterparts shall be construed together and constitute a single Agreement.

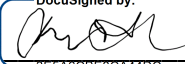
XIII. Filing

Pursuant to RCW 39.34.040, this Agreement shall be filed with the Skagit County Auditor, or, alternatively, listed by subject on the Skagit County website or other electronically retrievable public source.

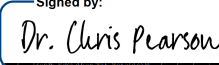
THIS AGREEMENT is executed by the Parties on the dates set forth below.

SIGNATURES

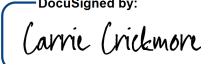
Anacortes School District

DocuSigned by:	
	11/18/2024
Dr. Justin Irish	Date
Superintendent	

Burlington-Edison School District

Signed by:	
	11/18/2024
Dr. Chris Pearson	Date
Superintendent	

Concrete School District

DocuSigned by:	
	11/18/2024
Carrie Crickmore	Date
Superintendent	

Conway School District

DocuSigned by:	
	11/14/2024
Jeff Cravy	Date
Superintendent	

La Conner School District

Signed by:	
	11/18/2024
Dave Cram	Date
Interim Superintendent	

Mount Vernon School District

Signed by:

Dr. Victor Vergara

8D1AF429891A43E...

11/15/2024

Dr. Victor Vergara

Date

Superintendent

Sedro-Woolley School District

Dr. Miriam Mickelson

Date

Superintendent

City of Anacortes

Matt Miller

Date

Mayor

Burlington Police Department

Jeremy Kramer

Date

Interim Chief

Mount Vernon Police Department

Daniel Christman

Date

Chief of Police

Sauk-Suiattle Indian Tribe

Signed by:

Sherman Pruitt

07BB8DBC850B457...

11/13/2024

Sherman Pruitt

Date

Chief of Police

Sedro-Woolley Police Department

Daniel McIlraith

Date

Chief of Police

Attest:

Clerk of the Board

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

Recommended:

County Administrator

Sheriff

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director





City Council Agenda Bill

Meeting Date: December 9, 2024 **Agenda Item:** 6.e.

Agenda Item Title: General Obligation Bond Issue

Staff Contact(s): Steve Hoglund

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

Steve Hoglund

Staff Report

Steve Hoglund

Item Summary: The City issued 12.6M in GO bonds on December 4th, 2024.

Budget Impact:

\$12,661,682

Previous Action: Ordinance 4091 on November 12, 2024

Recommended Motion: NA

Alternative Actions: NA

Attachments (listed in order presented):

1. Bond Issue results

2024 General Obligation Bond Issue

- Bidding opened 8:00 AM Wednesday morning and ran for 2 hours.
- At 10:00 AM all but 1.7M was purchased.
 - The unsold bonds were purchased by Piper to hold in their inventory.
- There was tremendous demand for the 25 and 30 year term bonds
- Several times the City was complemented on its reputation and AA underlying rating (S&P).

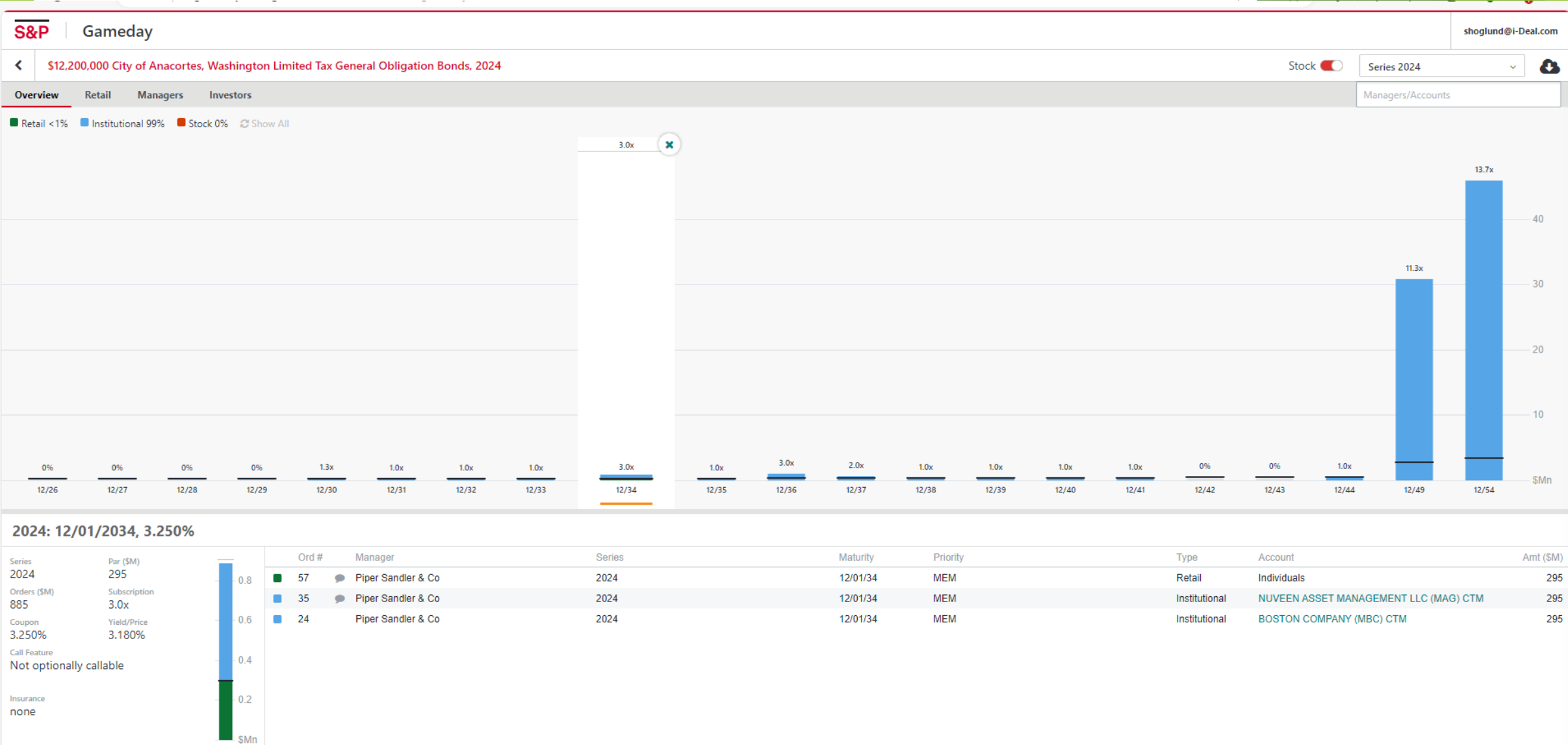
2024 General Obligation Bond Issue

BOND SUMMARY STATISTICS

City of Anacortes, Washington Limited Tax General Obligation Bonds, 2024 Final Numbers

Dated Date	12/18/2024
Delivery Date	12/18/2024
First Coupon	06/01/2025
Last Maturity	12/01/2054
Arbitrage Yield	3.948585%
True Interest Cost (TIC)	4.084915%
Net Interest Cost (NIC)	4.153979%
All-In TIC	4.128131%
Average Coupon	4.355027%
Average Life (years)	19.032
Duration of Issue (years)	12.548
Par Amount	12,125,000.00
Bond Proceeds	12,661,682.50
Total Interest	10,049,548.12
Net Interest	9,585,615.62
Total Debt Service	22,174,548.12
Maximum Annual Debt Service	749,187.50
Average Annual Debt Service	740,316.92

2024 General Obligation Bond Issue





City Council Agenda Bill

Meeting Date: December 9, 2024 **Agenda Item:** 6.f.

Agenda Item Title: Resolution 3171: 2025 Legislative Priorities

Staff Contact(s): Emily Schuh

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

Greg Francioch
Emily Schuh
Steve Hoglund
Darcy Swetnam

Resolution

Item Summary: In preparation for the 2025 Washington State Legislative Session, staff prepared legislative priorities for the City Council to review. Having established legislative priorities assists the Mayor and staff and ensures consistent messaging with our legislators. The proposed priorities take into consideration concerns of the City, Skagit County, and the Association of Washington Cities.

Budget Impact:

Previous Action: Each year the City Council reviews and establishes legislative priorities.

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Resolution 3171 Legislative Priorities 2025
2. Legislative Priorities Presentation

RESOLUTION NO. 3171

**A RESOLUTION OF THE CITY OF ANACORTES, WASHINGTON,
APPROVING THE 2025 LEGISLATIVE PRIORITIES**

WHEREAS, during the 2025 Washington Legislative Session, the City Council desires to provide input to the Senators and Representatives who represent the City's constituents pertaining to the development of laws that will have a significant effect on the City's ability to provide a wide variety of services to its constituents; and

WHEREAS the 2025 Legislative Priorities are the documents that set forth the City Council's policy position on broad public policy areas that are of concern to the City: and

WHEREAS, during the 2025 Legislative Session, proposed legislation in other areas of concern to the City will be monitored and reviewed with City Council when appropriate: and

WHEREAS it is the intent of the City Council to take positions of support or opposition to proposed legislation impacting the City and to lobby the legislature based on these positions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, AS FOLLOWS:

1. The City's 2025 Legislative Priorities attached hereto and incorporated herein are hereby approved.
2. By adopting the 2025 Legislative Priorities, City Council may support or oppose proposed legislation consistent with these positions and direct staff to lobby on their behalf.

PASSED AND ADOPTED this ____ day of _____

CITY OF ANACORTES, WASHINGTON

By: _____
Matt Miller, Mayor

ATTEST:

By: _____
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, City Attorney



City of Anacortes Legislative Priorities Review

December 9, 2024

1

WA State Legislative Session Facts

- The Legislature begins each legislative session annually on the second Monday in January.
- In odd-numbered years, when the state budget is debated upon, the State Legislature meets for 105 days, and in even-numbered years, it meets for 60 days
- In 2025, the legislature will be in session from January 13, 2025 through April 27, 2025.



2

Why adopt Legislative Priorities?

- Cities are home to 65% of the state's residents, drive its economy, and provide the most accessible government.
- Anacortes depends on adequate resources to best meet the unique needs of our communities.



3

Anacortes Priorities Closely Align with Association of WA Cities Priorities.

2025

City Legislative Priorities

Cities and towns are home to 65% of Washington's residents, drive the state's economy, and provide the most accessible form of government. The success of our cities and towns depends on adequate resources and community-based decision-making to best meet the unique needs of our communities.

Washington's 281 cities and towns ask the Legislature to partner with us and act on the following priorities:

Fiscal sustainability

Revise the arbitrary 1% property tax cap that has been in place for more than 20 years. Adopt a new cap tied to inflation and population growth factors, with a limit not to exceed 3%. This will allow local elected officials the option to adjust the local property tax rate to better serve our communities and keep up with the costs of providing basic services like police, fire, streets, and valued community amenities like parks.

Public safety

Provide more resources and tools to cities and towns to address public safety and criminal justice challenges. Help cities hire new officers by covering 100% of the cost of attending the Basic Law Enforcement Academy (BLEA), and continue to expand existing—and create new—regional BLEA academies. Increase support for public safety and the overall criminal justice system with additional funding for the Municipal Criminal Justice Assistance Account, as well as enhanced local funding tools like the public safety sales tax. Increase programs to reduce gun violence, juvenile crime, and provide more juvenile behavioral health treatment and correctional capacity. Continue to support our officers and other first responders with wellness and injury prevention programs.

Behavioral health treatment capacity

Expand funding for grants to establish and support ongoing funding for local behavioral health crisis co-responder programs. Support additional training and certification, and workforce development for co-responders. Seek increased investments in community behavioral health treatment funding—both capital start-up and operational expenses. Support continued expansion of continuum of treatment capacity, from crisis stabilization to inpatient to outpatient and continued expansion of forensic behavioral health treatment capacity. Provide additional mental health support for students.

Infrastructure investment

Protect and expand direct and meaningful investments in traditional local infrastructure for needed expansion and ongoing operations and maintenance of aging systems, including expanded and reliable funding for the crucial Public Works Assistance Account. Support sustainable state transportation revenue that includes funding for local preservation, maintenance, and operations. Develop new fiscal tools to build infrastructure to support housing development and growth, including increased funding for the Connecting Housing and Infrastructure Program (CHIP). Expand cities' ability and flexibility to use the real estate excise tax (REET) for additional capital needs, including maintenance as well as to support affordable housing.

Housing supply

Dedicate current funding and explore new funding options, such as the real estate transfer tax, to address needs across the housing continuum, including home ownership, senior, workforce, affordable, and permanent supportive housing. Ensure that funding availability extends to all communities with needs, including small and medium-sized cities and towns in both eastern and western Washington.

Contact: Candice Book
Government Relations Director
candice@awcwa.org

Association of Washington Cities • 1076 Franklin St SE, Olympia, WA 98501 • 1.800.562.8981 • wacities.org

4

FISCAL SUSTAINABILITY

Revise the 1% property tax cap, in place for over 20 years, by linking it to inflation and population growth.

Allow local governments to better address rising costs for essential services such as police, fire, street maintenance and parks.

5

BEHAVIORAL HEALTH TREATMENT CAPACITY



Increase funding for grants to establish and sustain local behavioral health crisis co-responder programs.



Advocate for increased investments in community behavioral health treatment, covering both capital start-up and operational expenses for the Skagit STAR Center.



Support the expansion of treatment options, from crisis stabilization to inpatient and outpatient care, including forensic behavioral health.



Provide additional mental health support services for students to address their unique needs.

6

HOUSING SUPPLY



Allocate

Allocate existing funds and explore new sources, such as the real estate transfer tax, to meet the growing demand for housing, especially for those at 0-50% Area Median Income (AMI).



Secure

Secure substantial state support to address the housing needs of low-income residents, as construction alone won't meet demand.



Guarantee

Guarantee that funding reaches all communities, including small, rural areas like Anacortes.



7

PUBLIC SAFETY

Fund

- Fund efforts to recruit and retain additional public safety officers.

Expand

- Expand programs to reduce juvenile crime and increase access to juvenile behavioral health treatment and correctional facilities.

Pass

- Pass legislation to permanently fund multijurisdictional drug task forces.



8

INDIGENT DEFENSE /CASELOAD STANDARDS

- **Increase** State funding for indigent defense, which currently covers only 3% of the costs.
- **Fund** new caseload standards set by the State Supreme Court to ensure fair defense services.
- **Address** workforce and training shortages that are straining the criminal defense system.



9

INFRASTRUCTURE INVESTMENT

- **Invest** in local infrastructure to support the expansion and maintenance of aging systems.
- **Fund** the Public Works Assistance Account for crucial infrastructure projects.
- **Advocate** for sustainable state transportation revenue to support local preservation, maintenance, and operations.
- **Invest** in electrical grid improvements to accommodate industrial and residential electrification as housing and electrification efforts grow.
- **Fund** the Connecting Housing and Infrastructure Program (CHIP) and develop new fiscal tools to support housing-related infrastructure.
- **Expand** cities' use of the real estate excise tax (REET) for additional capital needs, including infrastructure maintenance and affordable housing.



10

STATE HIGHWAY 20/ COMMERCIAL AVENUE

- **Improve** State Highway 20/Commercial Avenue, with funding specifically for the 23 blocks of South Commercial Avenue in Anacortes, the main commercial and retail corridor linking downtown, the waterfront, and the State Ferry Terminal.



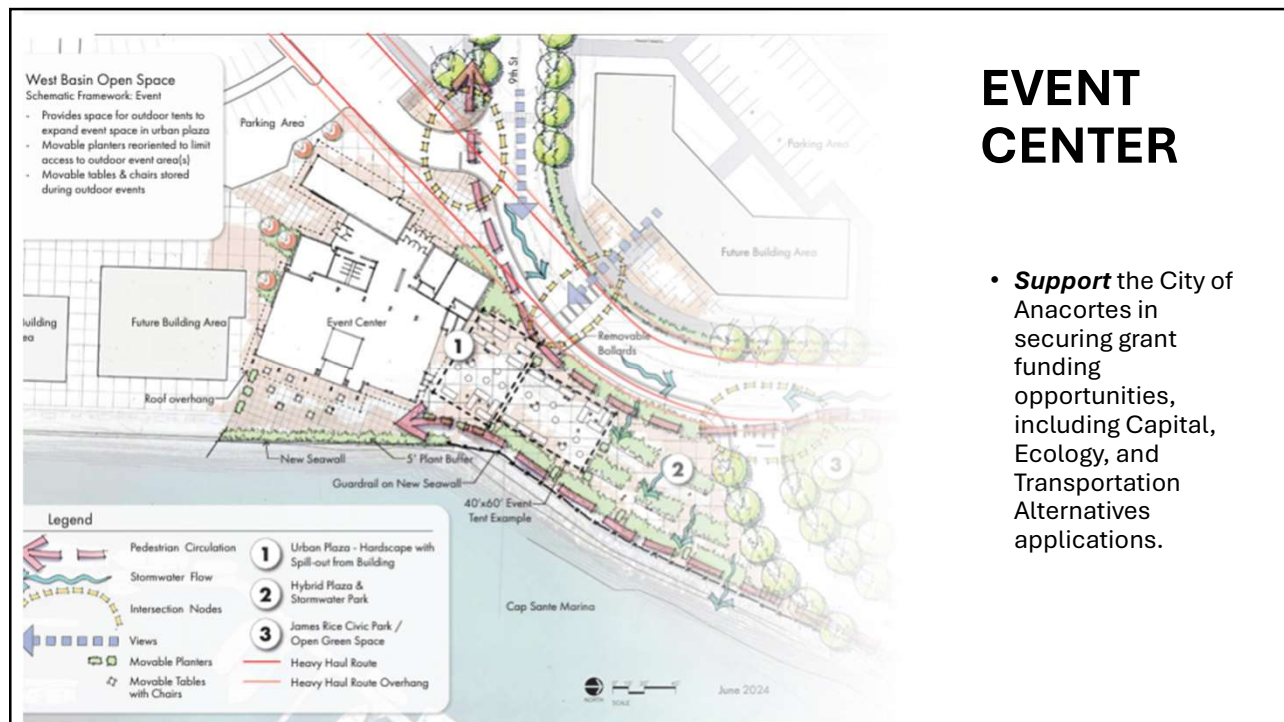
11

WASHINGTON STATE FERRIES

-
- **Direct** Washington State Ferries to reinstate international service to Sidney before 2030.



12



13

PARKS AND RECREATION

Maintain	Maintain Washington Wildlife and Recreation Program (WWRP) funding at \$150M or greater.
Fund	Fund Youth Athletic Facilities (YAF) at new grant limits.
Support	Support full funding of Aquatic Lands Enhancement Account.

14

Questions?