



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

December 23, 2019
6:00 p.m.

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Board and Commission Appointments (Action)
 - b. Confirmation of Human Resources Director (Action)
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of December 16, 2019
 - b. Approval of Claims in the amount of: \$563,611.27
 - c. Interlocal Modification: NPDES Phase II Public Outreach and Education with Skagit Conservation District #20-012-STM-001
 - d. Interlocal Agreement: Use of Whatcom County Plantation Rifle Range 2020 #20-011-APD-001
 - e. Interlocal Agreement: Mutual Assistance on Minor Projects with City of Oak Harbor #19-199-ENG-001
 - f. Interlocal Agreement: Student Card Program with the Anacortes School District #19-201-LIB-001
6. **Public Hearings**
7. **Other Business**
 - a. Oath of Office: City Councilmembers Ryan Walters, Christine Cleland-McGrath, Jeremy Carter and Carolyn Moulton
 - b. Honor Outgoing Councilmembers Brad Adams and Eric Johnson
8. **Adjournment**

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.*

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



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning January 6, 2020

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

January 6, 2020

- Presentation: Anacortes Robotics Booster Club (Discussion)
- Ordinance 3052: Updating AMC Chapter 12.50, Street and Alley Vacation (Discussion/Possible Action)

January 13, 2020

- Presentation: 2020 Census (Discussion)

January 21, 2020

January 27, 2020

- Presentation: Community Action of Skagit County (Discussion)

February 3, 2020

- Port of Anacortes Northwest Basin Redevelopment Plan Presentation (Discussion)

February 10, 2020

- State Auditor Presentation on Infrastructure and Security of City Computer Network (Discussion)
- Executive Session (30 Minutes) beginning 6:00 p.m. : Infrastructure and Security of City Computer Network (RCW 42.30.110(a)(ii))

February 18, 2020

February 24, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Dec 23, 2019, 12:00 AM, CANCELLED
- Finance, Wednesday, Dec 25, 2019, 12:00 AM, CANCELLED
- Public Works, Monday, Jan 6, 2020, 5:00 PM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Jan 7, 2020, 8:30 AM, Port of Anacortes
- Finance, Wednesday, Jan 8, 2020, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Jan 13, 2020, 5:00 PM, Main Conference Room, City Hall



Laurie Gere, Mayor

CITY OF ANACORTES

904 6th Street Anacortes, WA 98221

Office: 360-299-1950

laurieg@cityofanacortes.org

www.anacorteswa.gov

City Council Memo

TO: Anacortes City Council
FROM: Laurie Gere, Mayor
DATE: December 16, 2019
RE: Appointments and Reappointment to Boards and Commissions and Confirmations

Summary Statement:

The following appointments and reappointments to City Boards and Commissions are being presented at the regular City Council meeting on December 23, 2019. I appreciate the contributions of these volunteers and their willingness to serve our community. If you have any questions or feedback you wish to provide, please contact me prior to the meeting.

Appointed by the Mayor

Appointments

Arts Commission

- Darlene Klister (Effective January 1, 2020 until December 31, 2021)

Appointed by the Mayor Requiring Confirmation by City Council

Appointments

Planning Commission

- Sarah Reuther (Effective January 1, 2020 until December 31, 2025)
- Mike Cortright (Effective January 1, 2020 until December 31, 2023)

Forest Advisory Board

- Nick Stowe (Effective January 1, 2020 until November 30, 2023)

Reappointments

Housing Authority

- Richard Storwick (Effective January 1, 2020 until December 31, 2025)

Recommended Motion: Sarah Reuther, Mike Cortright, Nick Stowe and Richard Storwick be confirmed to the above mentioned positions on Anacortes Boards and Commissions.



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City Council Memo

TO: Anacortes City Council
FROM: Laurie Gere, Mayor
DATE: December 16, 2019
RE: Recommending appointment to the Anacortes Historic Preservation Board

Summary Statement:

The reappointment of Bunny Heiner is recommended by the Anacortes Museum Director, Bret Lunsford, who made note of her thorough preparation for meetings and willingness to play an active role on the board.

Appointed by the City Council

Appointments

Anacortes Historic Preservation Board

- Bunny Heiner (Effective January 1, 2020 until December 31, 2022)

Recommended Motion: I recommend that the City Council reappoint Bunny to the Anacortes Historic Preservation Board.



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December 16, 2019

Dear Ms. Klister:

I am pleased to appoint you to the Anacortes Arts Commission for a term effective January 1, 2020 until December 31, 2021. I will publicly announce your appointment at the City Council meeting on December 23, 2019. You are welcome to attend.

The Anacortes Arts Commission meetings are held on the second Wednesday of every month at 4PM at the Anacortes Public Library. Please contact Parks Director Jonn Lunsford at 360-293-1918 or JonnL@cityofanacortes.org if you have any questions.

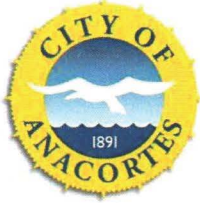
The Open Government Trainings Act requires training for some local government officials in the fundamentals of the Open Public Meetings Act, the Public Records Act, and records retention requirements. The training is available online at <http://www.atg.wa.gov/open-government-training>. As a City of Anacortes Board member, you must complete this training within ninety days of your date of appointment. Please contact Alexandra Holden at alexandrah@cityofanacortes.org to confirm that you have completed this training.

Thank you for your willingness to serve the people of the city of Anacortes. The continued success of our city depends on citizens like you who are willing to volunteer their time and expertise.

My Best,

Laurie Gere, Mayor

City of Anacortes



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December 16, 2019

Dear Ms. Reuther:

I am pleased to appoint you to the Anacortes Planning Commission for a term effective January 1, 2020 until December 31, 2025. This appointment requires approval by the City Council. I will publicly announce your appointment at the City Council meeting on December 23, 2019. You are welcome to attend.

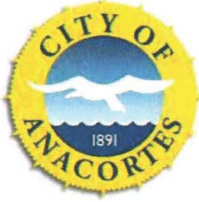
The Planning Commission meets the second and fourth Wednesdays each month at 6pm in the Council Chambers. If you have any questions, please contact Don Measamer, Director of Planning and Community Development at 360-299-1942.

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City of Anacortes



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December 16, 2019

Dear Mr. Cortright:

I am pleased to appoint you to the Anacortes Planning Commission for a term effective January 1, 2020 until December 31, 2023. This appointment requires approval by the City Council. I will publicly announce your appointment at the City Council meeting on December 23, 2019. You are welcome to attend.

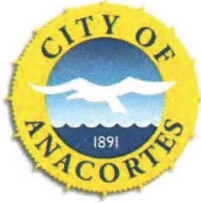
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December 16, 2019

Dear Mr. Stowe:

I am pleased to appoint you to the Forest Advisory Board for a term effective January 1, 2020 until November 30, 2023. This appointment requires approval by the City Council. I will publicly announce your appointment at the City Council meeting on December 23, 2019. You are welcome to attend.

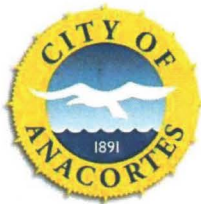
The Forest Advisory Board meets the first Thursday each month at 6PM, at the Fidalgo Community Center. Please contact Parks Director Jonn Lunsford at 360-293-1918 or JonnL@cityofanacortes.org if you have any questions related to the forest Advisory Board.

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Thank you for your willingness to serve the people of the city of Anacortes. The continued success of our city depends on dedicated citizens like you who are willing to volunteer their time and expertise.

My Best,

Laurie Gere, Mayor
City of Anacortes



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December 16, 2019

Dear Mr. Storwick:

I am pleased to reappoint you to the Anacortes Housing Authority Board for a term effective January 1, 2020 until December 31, 2025. This appointment requires approval by the City Council. I will publicly announce your appointment at the City Council meeting on December 23, 2019. You are welcome to attend.

The Anacortes Housing Authority meets at 3:30pm on the last Thursday of every month in the Anacortes Housing Authority Meeting Room (719 Q Avenue, Anacortes, WA 98221). If you have any questions, please contact Brian Clark, Executive Director at 360-293-7831.

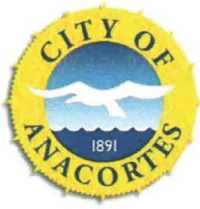
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Thank you for your willingness to serve the people of the City of Anacortes. The continued success of our city depends on dedicated citizens like you who are willing to volunteer their time and expertise.

Again, congratulations on your reappointment!

My Best,

Laurie Gere, Mayor
City of Anacortes



Laurie Gere, Mayor

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December 16, 2019

Dear Ms. Heiner:

I am pleased to recommend your appointment to the Anacortes Historic Preservation Board for a term effective January 1, 2020 until December 31, 2022. This appointment is made by the City Council. I will publicly announce my recommendation for your appointment at the City Council meeting on December 23, 2019. You are welcome to attend.

The Anacortes Historic Preservation Board meets at the Museum Research Library on the second Wednesday of each month at 4pm. If you have any questions, please contact Bret Lunsford, Museum Director at bretl@cityofanacortes.org or 360-588-8072.

The Open Government Trainings Act requires training for some local government officials. The training is available online at <http://www.atg.wa.gov/open-government-training>. As a City of Anacortes Board member, you must complete this training within ninety days of your December 9, 2019 of appointment. Please contact Alexandra Holden at alexandrah@cityofanacortes.org to confirm that you have completed this training.

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My Best,

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City Council Memo

TO: Anacortes City Council
FROM: Laurie Gere, Mayor
DATE: December 18, 2019
RE: Council Confirmation of Human Resources Director

On Monday December 23, 2019 I will ask for your confirmation of my appointment of Vanessa Bronsema as the City of Anacortes Human Resources Director. Ms. Bronsema was hired as Human Resources and Labor Relations Manager in June 2019. Ms. Bronsema will begin her appointment in the director role on Wednesday January 1, 2020.

Ms. Bronsema graduated from Western Washington University with a degree in Humanities, and has a two graduate degrees from University of Oregon in Conflict & Dispute Resolution and Public Administration. Prior to working for the City of Anacortes, Ms. Bronsema served as Human Resources Manager for the City of Lynden. Ms. Bronsema is also a professional mediator and facilitator.

Ms. Bronsema will be responsible for directing the operations of the HR department and to provide advice and counsel to City staff and management for the resolution of HR issues. Ms. Bronsema will also serve as the city's lead negotiator for collective bargaining.

Should you have any questions, please do not hesitate to contact me prior to the council meeting.

My name is Marie Burnett. I live at 2026 M Avenue, within the Ward 2 boundery. Thank you for representing me, Mr. Adams and Ms. Cleland-McGrath. My husband, Scott Burnett, has been teaching at the High School for 28 years, and our children have all gone to school here. We ALL love the City of Anacortes, the beauty of this island, and the beauty of this community. WE ARE ALL PRIVILEGED. That aside, what qualifies me to speak about the climate and environmental emergency, is that I am Elouise's grandmother.

The climate and environmental emergency is an idea whose time has come. 1,263 governments worldwide have declared a climate emergency. This number grows almost daily. These governments represent more than 798 million people. Over 10% of our human population live in places where a climate emergency has been declared.

So far in the US, 67 local governments have taken this step, representing 6.8% of the total US population. Here in the State of Washington, the Puyallup Tribe did it first. The City of Tacoma came next. We could be....#3!

From it's forest lands and electric fleet, to it's solar arrays and newly passed plastic bag ban, the City of Anacortes has always been a leader on environmental issues. THANK YOU. Declaring a climate and environmental emergency is our natural next step towards becoming a clean city and continuing to lead in our state.

The world needs climate leadership now, like never before. And we don't have to do it alone. With the voice of our privilege, let us join and lead in the rising tide of people who are telling the truth about the climate and environmental emergency. THANK YOU. Elouise thanks you, too.



Hi, my name is Julia Frisbie and I live at 4001 West 4th Street, so I'm in Ward 3 (hi Eric, hi Jeremy.) I'm a Stanford grad, the Associate Director of the Northwest United Methodist Foundation, a founding board member of Fidalgo Nature School, and one of the organizers of Extinction Rebellion Anacortes. But, most importantly, I'm Ellis's mom.

I'm here to remind you that good policy trickles up. From minimum wage to civil rights, cities have led the way. Strong municipal policy empowers leaders at the state level to follow suit, which in turn shapes federal law. And the same is true for climate legislation. For example, the Climate and Environment Emergency Declaration in the United Kingdom started in cities and local councils.

Here in Washington, indigenous leaders are calling for Governor Inslee to declare a statewide climate emergency. The Protectors of the Salish Sea have been continuously occupying the steps of our state capital building since September. We can amplify indigenous voices by doing what they're asking for at the municipal level. The more cities that pass climate emergency declarations, the easier it will be for Governor Inslee to do the right thing and follow indigenous leadership.

We need to do this NOW, because the low-carbon transition is coming, whether we're ready for it or not. Do you feel it, too? Either we will transform our economy, or it will consume our children's future.

Either way, ecological limits will be imposed on us.

The sooner we tell the truth about this, the sooner we can get to work.

Hello! My name is Allie Perez and I live at 2218 32nd st in Ward 2. (Hi Brad, hi Christine)! I'm a junior at Anacortes High School, co-editor in chief of our school newspaper, class president, a founding member of our local Sunrise chapter, and someone who has grown up in fear of her future.

We've known about the climate crisis for my entire lifespan. But emissions are still rising, and so are global temperatures. Natural disasters ^{and diseases} are more common, more people and animals are dying because of the unsafe environment, and more people and animals will continue to be in danger. It isn't just "people" or "animals", but it is your friends and family and pets who are in danger. The climate crisis isn't untouchable, we are living it.

I have always been told the climate crisis was simply "climate change", similar to the way one can change their hairstyle or favorite color --- nothing to be concerned about; something normal. Yet we have to tell the truth. If we want to reverse the damage we have caused, we must be honest, so that we can come up with a solution that will work. 11,000 scientists, to be exact, have stated this is more than "climate change". This is not normal -- this is an emergency. And we have to act now.

Adults have failed to protect our future. Because of this, youth and children all over the world are being forced to act. We're scared. We don't know if we will even have a future. ^{accept this truth}

We have to take action before it's too late; otherwise, the horrors to come will destroy everything we love. This beautiful town we reside in will no longer be our home; it will no longer be recognizable. Can you even begin to imagine the catastrophic damage to our planet? It has already started --- the terrible fires in California, Australia; the awful snow storms in the midwest; the horrible typhoons in China, Japan; the disastrous heat waves in Japan and India.

This is an emergency. We need to tell the truth about it. Otherwise, how can we create solutions that are proportionate to the scale of the problem? My future is at stake. All of our futures are at stake. Gradualism won't save us. The time to act is NOW.



12/23/19

Mike Pearl

1617 O Ave,

Anacortes,

**Madam Mayor, City Council Members, Citizens and City Staff
in Attendance,**

I had planned to come and add my voice to the hundreds of citizens who have expressed to me and many others involved in this matter, such disheartening displeasure for the proposed 65' tall apartment house project at 18th & O .

Yesterday a young woman came to my door with a clipping from the Anacortes American.

The article quoted an Anacortes citizen who said he was "really alarmed" by the Planning Commissions lack of concern about technical questions.

Also, in the article, one of the neighbors said the only alternative may be to file a lawsuit over legal discrepancies the neighbors see in the plan.

Does that sound familiar?

I come because I am continuing to talk with the local citizens of this Anacortes neighborhood to which I belong, and to so many others outside of this neighborhood, about the possibility,

however remote, to challenge this so called "Bonus Height Ordinance".

Many of us feel that that ordinance provides little to nothing for the public benefit and is, many feel, a far greater definite detriment to the public in general and to this particular neighborhood. This direct neighborhood runs from 12th St south to 29th street and arguably beyond the roundabout at the south end of Commercial, and from Commercial Ave to beyond L Avenues encompassing an area far greater than just the R4 zone.

Many, many, if not all, of us, feel there are still unresolved technical concerns with:

- 1) the traffic study and how and when it was obtained, and it's conclusions. Simple observations at different times of the day would produce obvious conclusions;
- 2) the project parking, requiring multiple locations to satisfy the tenants only needs, in an already parking difficulty,
- 3) the Comp Plan vision, and it's lack of complying,
- 4) The Comp Plan survey data, poor at best
- 5) the Solar shading issue, with the applicants response in direct and rude conflict with two professionally made reviews,
- 6) And including but not limited to the SEPA review.

As this specific project has been, I believe, at least a year or more in the works, there does not seem to be a need to drive

this project forward so quickly, that these issues cannot be fairly and adequately and legally resolved.

Perhaps if there were a volunteer, non-paid, citizen based group to work **with** the city and the developer to resolve these many concerns in as much of an amicable way as possible, I hope and believe, resolution could be possible.

On another matter, In this Holiday time of general well wishes for our families, friends and neighbors, I would like to take this opportunity to offer those same well wishes to all of the City Council and Mayor, and City staff who do work hard and professionally and with equanimity for we, the citizens of Anacortes, who put our trust and faith in their service.

Oh, the young lady who brought me the article moved to Anacortes in 1955, almost 65 years ago, and is now 90 years old and is, quote, "mad as hell", unquote, about this project. That is why she brought to me the yellowed copy of the paper.

The issue of the Anacortes American I quoted from, was from the March 9-15 issue of 1983, issue.

Happy Holidays to all!

Respectfully,

Mike Pearl



WE CAN BE PART OF THE CHANGE WE WANT TO SEE AND MAKE OUR VISION COME TO LIFE THROUGH OUR ART.

—ANDERS



THE CONSEQUENCES OF DOING NOTHING ARE UNTHINKABLE. A DECLARATION OF EMERGENCY IS CRUCIAL BECAUSE WE NEED TO RALLY NOW.

—ROBBIE



EVERYBODY NEEDS TO WORK TOGETHER IN A CONCERTED FASHION TO REDUCE CARBON DIOXIDE.

—JOE



TWENTY YEARS AGO WE ALL KNEW THIS WAS COMING. THIS IS THE TIME NOW. WE CAN'T WAIT ANY LONGER.

—KATE



**I LIKE HELPING NATURE.
I AM GRATEFUL FOR PLANET EARTH.**

—LUCIA

TELL THE TRUTH

DEAR CITY COUNCIL,

We are in the middle of a climate and ecological emergency and we can no longer afford to pretend that incremental change is enough. Now is the time to act decisively.

The Anacortes City Council must declare a climate emergency so we can start working on solutions that match the scale of the problem.

Love & Rage,

EXTINCTION REBELLION ANACORTES



Photo courtesy of Mustafa Bilal
f @XRANACORTES XRANACORTES.ORG

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RESOLUTION DECLARING A CLIMATE EMERGENCY

WHEREAS, Earth is already 1.1°C warmer than pre-industrial levels, and the best available science shows that we must limit warming to 1.5°C in order to avoid tipping points and feedback loops leading to irreversible climate disasters;¹

WHEREAS, only a finite amount of CO₂ can be emitted worldwide before our chance of limiting warming to 1.5°C falls below 67%, and at current emissions rates we will have used up that “carbon budget” by 2030;²

WHEREAS, global CO₂ emissions continue to rise,³ despite the voluntary emissions reductions outlined by 175 countries in the Paris Agreement of April 2016;⁴

WHEREAS, the United States bears an extraordinary responsibility for this crisis, since it has emitted more CO₂ than any other country to date, is responsible for 25% of historical emissions, and still emits the most CO₂ per capita of any country in the world;⁵

WHEREAS, the communities least responsible for the climate crisis are often most vulnerable to its effects, and we have a moral responsibility to listen to them, believe them, follow their lead, and prioritize their survival;

WHEREAS, at 1.1°C of warming, we are now experiencing the sixth mass extinction of life on Earth⁶, in addition to increased and intensifying wildfires, floods, rising seas, diseases, droughts and extreme weather which put 1 billion people at risk;⁷

WHEREAS, even on our relatively fortunate and protected island, we currently face increased mortality of Western Red Cedar and Hemlock trees in the Anacortes Community Forest Lands, persistent drought, wildfires and smoke, and declining populations of marine life such as chinook salmon, bull kelp, and Southern Resident orca whales, and these manifestations of the climate crisis threaten our local economy and quality of life;

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

¹ Intergovernmental Panel on Climate Change (IPCC), Special Report on Global Warming of 1.5°C, [<https://www.ipcc.ch/sr15>]

² IPCC, Special Report on Global Warming of 1.5°C, [<https://www.ipcc.ch/sr15>]

³ Friedlingstein et al, Global Carbon Project (2019) Carbon budget and trends 2019. [www.globalcarbonproject.org/carbonbudget]

⁴ “Paris Agreement”. United Nations Treaty Collection. 8 July 2016

⁵ Ritchie and Roser, “CO₂ and Greenhouse Gas Emissions,” revised December 2019 [<https://ourworldindata.org/co2-and-other-greenhouse-gas-emissions>]

⁶ Cellabos, Ehrlich, and Dirzo, “Biological annihilation via the ongoing sixth mass extinction signaled by vertebrate population losses and declines,” Proceedings of the National Academy of Sciences (PNAS) July 25, 2017 114 (30), [<https://www.pnas.org/content/114/30/E6089>]

⁷ IPCC, Special Report on Global Warming of 1.5°C, [<https://www.ipcc.ch/sr15>]

1. Declares that a Climate Emergency threatens our city, region, state, nation, civilization, humanity and the natural world;
2. Establishes a task force of no more than 10 people charged with submitting, on or before June 1 2020, a Climate Action Plan for reducing citywide emissions to net zero by 2025;
3. Funds clerical support for the work of the task force;
4. Pledges that the task force will be representative of the following Anacortes demographics:
 - a. 50% women,
 - b. 20% youth not old enough to vote,
 - c. 10% people living under the poverty line,
 - d. 10% people of color;
5. Calls upon the State of Washington, the United States of America, and all governments and peoples worldwide to declare a Climate Emergency and to immediately mobilize in order to reduce emissions to net zero and limit global warming to 1.5°C.

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



Anacortes City Council

**Municipal Building Council Chambers
904 Sixth Street**

**December 23, 2019
6:00 p.m.**

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

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

Name	Topic
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Continue on back of sheet as needed

City Council Minutes – December 16, 2019

Special Meeting

Mayor Laurie Gere called to order the advertised Anacortes City Council special meeting of December 16, 2019 at 5:15 p.m. Councilmembers Eric Johnson, Ryan Walters, Brad Adams, Carolyn Moulton, Bruce McDougall and Matt Miller were present. Councilmember Anthony Young was absent.

Mayor Gere announced that City Council and the City Attorney would convene in Executive Session for approximately 40 minutes to discuss potential litigation or litigation per RCW 42.30.110(i) and to discuss a personnel matter and that following the executive session the special meeting would adjourn with no action having been taken. Councilmembers Eric Johnson, Ryan Walters, Brad Adams, Carolyn Moulton, Bruce McDougall and Matt Miller attended the executive session.

At approximately 5:55 p.m. the special meeting was adjourned.

Regular Meeting

Mayor Laurie Gere called to order the Anacortes City Council meeting of December 16, 2019 at 6:00 p.m. Councilmembers Eric Johnson, Anthony Young, Ryan Walters, Brad Adams, Carolyn Moulton, Bruce McDougall and Matt Miller were present.

NEW BUSINESS

CR2A Settlement Agreement in the matter of Young and Mulcahy v. City of Anacortes, et al.

City Attorney Darcy Swetnam announced that this item had been removed from the agenda because the settlement agreement had been withdrawn by the plaintiffs earlier in the day.

Consent Decree in the matter of Puget Soundkeeper Alliance v. City of Anacortes

Ms. Swetnam briefly summarized the terms of the settlement agreement which had been provided to councilmembers earlier in the day and discussed in Executive Session at an advertise special meeting immediately preceding the regular City Council meeting. She advised that the agreement would be added to the permanent record for the meeting. Mr. Adams moved, seconded by Ms. Moulton, to approve the settlement agreement with Puget Soundkeeper Alliance. Vote: Ayes – Young, Walters, Adams, Moulton, McDougall, Miller and Johnson. Motion carried.

Announcements and Committee Reports

Finance Committee: Mr. Johnson reported from the committee meeting the prior week, noting that the topics discussed at that meeting would be addressed as agenda items later in the evening.

Public Comment

Rene Janzen, 713 34th Street, said that regarding the SEPA for Fidalgo Flats, the developer's contention that there would be no impact on the solar energy potential of Mr. Janzen's adjacent property was incorrect according to two private contractors Mr. Janzen had contacted. Mr. Janzen also asked what his recourse would be after the boatyard across the street from his property at 34th Street and R Avenue put up bright lighting that shines into his windows. Mr. Janzen distributed a photo of the lights to councilmembers. He also observed that chemicals were routinely sprayed to control vegetation at the boatyards and challenged the city to talk with boatyard owners to find out what impact that was having on groundwater and marine waters.

Sharron Stringer agreed with Mr. Janzen that preventing someone from installing solar panels was an environmental impact. Ms. Stringer then referred to discussion of the R4 bonus height provision moratorium at

the December 2, 2019 regular City Council meeting and questioned the apparent rush to get through the work plan. She urged taking time and working together to come up with an agreeable, workable solution on the feasibility of future 5-story buildings. Ms. Stringer listed a number of issues related to the Madrona project and said those provided ample reason to stop the current plan and seek reasonable solutions or to stop it altogether.

Mike Pearl read from prepared comments opposing the proposed 65-foot apartment building at 18th Street and O Avenue. Mr. Pearl suggested nine alternative courses of action to achieve a beautifying housing project that would provide a winning solution for everyone. Mr. Pearl's comments were added to the packet materials for the meeting.

Consent Agenda

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

- a. Minutes of December 9, 2019
- b. Approval of Claims in the amount of: \$933,047.48
- c. Resolution 2062: Updating Unified Fee Schedule for Updated Sewer Rates and Ordinance 3059:
Updating AMC Title 13, Public Services
- d. Contract Award: Prosecution Services 2020

The following vouchers/checks were approved for payment:

EFT numbers: 95569 through 95626, total \$588,701.51

Check numbers: 95627 through 95666, total \$332,131.54

Wire transfer numbers: 260288 through 260383, total \$1,715.28

OTHER BUSINESS

Skagit County Countywide Planning Policies Update

Libby Grage introduced Kevin Murphy, Executive Director of Skagit Council of Governments (SCOG), to provide an update and solicit public feedback on the Skagit County Countywide Planning Policies Cleanup Project being performed by SCOG under the direction of the Growth Management Act Steering Committee. Ms. Grage briefly described the purpose of the CPP and the process of adopting the policies per the 2002 Framework Agreement. Mr. Murphy then reported on the task of preparing the CPP Cleanup, referring to his slide presentation which was added to the packet materials for the meeting. He emphasized that the update involved no policy direction or other substantial changes to the CPP. Councilmembers commented on the degree of specificity of the policies, questioned the process of initiating substantive changes, and thanked Mr. Murphy for his presentation.

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

Rene Janzen asked when the public would have an opportunity to offer input in 2020. Mr. Murphy explained that any changes to the CPP must go before the Board of County Commissioners including a public hearing, and that every member of the 2002 Framework Agreement would have to hold its own public hearing as well. Mr. Janzen observed that Fidalgo Island was an island with limited resources but was being mandated to move in the same direction as large mainland municipalities. He asked if there was a way to preserve the lifestyle that had drawn residents to the island.

No one else present wished to comment on the Countywide Planning Policies.

Parks and Recreation Comprehensive Plan

Parks and Recreation Director Jonn Lunsford summarized updates to and comments received about the plan since it was last considered at the November 4, 2019 City Council meeting. Mr. Lunsford's slide presentation and comment matrix were added to the packet materials for the meeting. Councilmembers thanked Mr. Lunsford for the comment matrix but asked to have a more complete synopsis of each comment made available to Council and to the public and that the source documents be included as well. Councilmembers also requested a track changes version of the draft plan.

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

Wim Houppermans, 3412 K Avenue, said he was happy to hear Smiley's Bottom had been recognized as a wetland in the plan but asked about public input on that site. Mr. Lunsford explained the community entities represented on the committee formed in 2018 and said the next meeting of the committee was expected to be held in January.

Mr. McDougall noted that several large projects would be ongoing in 2020 including the Parks and ACFL comprehensive plans, the Critical Areas Ordinance update, the shoreline Master Program update and others. He requested a summary of the various projects and their milestone dates for 2020 and 2021. Mayor Gere endorsed that idea.

Brian Wetcher, 814 26th Street, asked about critical areas managed by Parks and Recreation, such as Ship Harbor. He said use and buffer zones would be set by the CAO and asked if the Parks comprehensive plan would be adopted in conjunction with the updated CAO or would be approved first and then later have to be changed to conform to the CAO update. Mr. Lunsford said that all Parks projects were subject to the permitting requirements of whatever CAO was in effect at the time of each project.

Contract Award: Base Fiber Project #19-169-ENG-001

Public Works Director Fred Buckenmeyer requested City Council consent to award a contract in the amount of \$217,791.32 to C. Johnson Construction, Inc. to perform the Base Fiber Project consisting of Fiber Optic Conduit Installation for the utility telemetry system within the right-of-way of Skyline neighborhood streets Highland Drive, Anaco Beach Road, Queen Ann Way and Tyler Way. Mr. Buckenmeyer recommended awarding the contract. Mr. Adams moved, seconded by Mr. Miller, to approve the contract with C. Johnson Construction. Vote: Ayes – Walters, Adams, Moulton, McDougall, Miller, Johnson and Young. Motion carried.

Year End Finance Update

Finance Director Steve Hoglund provided an updated on the city's financial picture through November 2019, referring to the graphs included in the packet materials for the meeting. He reported on tax revenue from various sources and developing revenue trends, then displayed and explained budget vs. actual revenue and expenditures in each fund.

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

Mr. Walters suggested considering the next three financial agenda items together.

Ordinance 3060: Amending the 2019/2020 Budget

Resolution 2069: Authorizing the Use of Emergency Reserve Funds for the Storm Sewer Utility Fund

Ordinance 3061: Authorizing an Interfund Loan Between the Water Fund and the Storm Sewer Fund

Mr. Hoglund summarized the cash flow position of the storm sewer reserve fund and the deficit due to legal expenses. He recommended using the \$118,282 of cash reserves in the fund and issuing an interfund loan of

\$200K from the water fund. He pointed out that the Fund Balance Policy adopted by Ordinance 2995 would require an increase in storm water rates for three years to pay back the loan.

Mr. Hoglund then presented Ordinance 3060 to amend the 2020 budget. He elaborated on the reason for each proposed line item in the amendment and responded to councilmember questions.

Ordinance 3060: Amending the 2019/2020 Budget: Mr. Walters moved, seconded by Mr. Young, to approve Ordinance 3060 as presented.

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

Brian Wetcher, 814 26th Street, said he did not recall the reason for the extra \$53K of expenditures in the ACFL fund. Mr. Hoglund responded that was the sum of various operating costs in the fund, largely expenditures for the Heart Lake algae management program that was eligible for grant reimbursement.

Vote: Ayes – Adams, Moulton, McDougall, Miller, Johnson, Young and Walters. Motion carried.

Resolution 2069: Authorizing the Use of Emergency Reserve Funds for the Storm Sewer Utility Fund: Mr. Miller moved, seconded by Mr. Johnson, to adopt Resolution 2069 authorizing use of emergency reserve cash. Vote: Ayes – Moulton, McDougall, Miller, Johnson, Young, Walters and Adams. Motion carried.

Ordinance 3061: Authorizing an Interfund Loan Between the Water Fund and the Storm Sewer Fund: Mr. Adams argued against increasing stormwater rates and suggested making up the fund deficit from the general fund. Mr. Miller agreed. Mr. Miller also reminded that Mr. Hoglund had advised that the amount of the loan would only need to be \$200K rather than the \$300K listed in the draft ordinance in the packet materials.

Mr. Walters moved, seconded by Mr. Johnson, to approve Ordinance 3061 with a change in Section 1 to change the maximum loan amount from \$300K to \$200K. Vote: Ayes – McDougall, Johnson, Young, Walters and Moulton. Nays – Miller and Adams. Motion carried.

There being no further business, at approximately 8:05 p.m. the Anacortes City Council meeting of December 16, 2019 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the December 23, 2019 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
260798	10/15/2018	1361139	DISA GLOBAL SOLUTIONS INC	AUDIOMETRIC TEST, PFT, MEQ, AUDIO - CF, CS, BMK	\$ 210.00	dwtp
260799	10/31/2018	1368698	DISA GLOBAL SOLUTIONS INC	AUDIOMETRIC TEST, PFT, MEQ, AUDIO - CR, SVW	\$ 140.00	dwtp
260800	3/15/2019	1434829	DISA GLOBAL SOLUTIONS INC	AUDIOMETRIC TEST, PFT, MEQ, AUDIO - CJS	\$ 75.00	dwtp
260801	4/30/2019	1458615	DISA GLOBAL SOLUTIONS INC	AUDIOMETRIC TEST, PFT, MEQ, AUDIO - JM	\$ 75.00	dwtp
260802	5/31/2019	1474678	DISA GLOBAL SOLUTIONS INC	AUDIOMETRIC TEST, PFT, MEQ, AUDIO - MG	\$ 75.00	dwtp
260803	8/15/2019	1518183	DISA GLOBAL SOLUTIONS INC	AUDIOMETRIC TEST, PFT, MEQ, AUDIO - JR	\$ 75.00	dwtp
260804	9/15/2019	1535891	DISA GLOBAL SOLUTIONS INC	AUDIOMETRIC TEST, PFT, MEQ, AUDIO - KB, MH	\$ 150.00	dwtp
260991	9/25/2019	278090	U.S. MOWER	PARTS- VEH #704	\$ 1,064.14	dshop
260805	9/30/2019	1544212	DISA GLOBAL SOLUTIONS INC	AUDIOMETRIC TEST, PFT, MEQ, AUDIO - CF, IB	\$ 150.00	dwtp
260806	10/15/2019	1554040	DISA GLOBAL SOLUTIONS INC	AUDIOMETRIC TEST, PFT, MEQ, AUDIO - CS	\$ 75.00	dwtp
260630	10/18/2019	51491	MT BAKER OVERHEAD DOORS INC	WA PARK GARAGE DOOR REPLACEMENT	\$ 2,010.95	pwfac
260819	10/25/2019	9312888048	GRAYBAR ELECTRIC COMPANY, INC	FIBER CONDUIT SPOOLS	\$ 38,235.23	pw1
260971	10/29/2019	10/29/19	ISLAND HOSPITAL FOUNDATION	2020 SAFETY ASSESSMENT GRANT	\$ 2,500.00	apd
260671	11/7/2019	1991491762	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 65.15	finance
260722	11/12/2019	2871	SIGND OG NW	FIRE STATION RED LENS	\$ 342.41	pwfac
259762	11/13/2019	21953124	ARAMARK	STAFF WINTER JACKETS	\$ 2,174.59	dshop
261021	11/15/2019	21958961	ARAMARK	STAFF WINTER JACKETS	\$ 756.38	dshop
260808	11/15/2019	1571882	DISA GLOBAL SOLUTIONS INC	AUDIOMETRIC TEST, PFT, MEQ, AUDIO - CR	\$ 75.00	dwtp
261022	11/16/2019	21961494	ARAMARK	STAFF WINTER JACKETS	\$ 378.19	dshop
260817	11/20/2019	65319	CODE PUBLISHING COMPANY	MUNICIPAL CODE UPDATE - 8/5/19	\$ 10,826.47	legal
260840	11/22/2019	18100	FLOORING CONNECTIONS	EQUIPMENT FOR FLOORING TEAROUT	\$ 489.15	pw1
260830	11/22/2019	114-9485231	UNITED SITE SERVICES, INC	INTAKE PORTA POTTI 10/22-11/21/19	\$ 22.98	dwtp
260666	11/25/2019	5005273608	FERRELLGAS, LP	NOVEMBER PROPANE INVOICE - AUTOGAS ACCOUNT	\$ 374.07	finance
260711	11/26/2019	SI-14640	FOURTH CORNER NURSERIES	RED ALDER/BLACK TWINBERRY FOR 32ND ST.	\$ 161.67	parks1
260828	11/26/2019	210660	MSDSONLINE, INC.	1/27/20-1/26/21 ONLINE SAFETY DATA SHEETS	\$ 3,372.97	hr
260578	11/26/2019	1313461	SURETY PEST CONTROL	LIBRARY PEST CONTROL	\$ 66.31	publib
260961	11/29/2019	163332595	XEROX CORPORATION	XEROX	\$ 1,417.46	publib
260818	11/30/2019	W211	BLYTHE PLUMBING & HEATING, INC	CITY HALL BOILERS REPAIR	\$ 1,983.78	pw1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
260835	11/30/2019	IN933642	NOANET	PHASE 3 - FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT. NOV 2019	\$ 5,635.00	pw1
260980	11/30/2019	601217	SKIDMORE PHARMACY INC.	LEOFF1 RETIREE, PHARMACY COPAYS	\$ 27.66	hr
260661	12/1/2019	190-1840-00	CITY OF ANACORTES	UTILITY BILL FOR WWTP 11/1-11/31/19	\$ 4,972.25	dwwtp
260098	12/1/2019	969967	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - FIDALGO CENTER 1/1-3/31/20	\$ 179.36	parks1
260100	12/1/2019	969968	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - LIBRARY 1/1-3/31/20	\$ 179.36	publib
260105	12/1/2019	969970	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - WTP 1/1-3/31/20	\$ 104.16	dwwtp
260838	12/1/2019	003	JETER, RUSSELL	TRAILER LEASE AGREEMENT - OCTOBER, NOVEMBER, DECEMBER 2019	\$ 3,000.00	medic
260579	12/1/2019	3004972676	THYSSENKRUPP ELEVATOR CORP	LIBRARY ELEVATOR MAINTENANCE 12/1-2/29/2020	\$ 639.97	publib
260392	12/1/2019	2095418-0043-6	WASTE MANAGEMENT	WTP GARBAGE COLLECTION 11/1-11/30/19	\$ 48.86	dwwtp
260560	12/2/2019	2195	NORTHWEST CORROSION	2019 WATER RESERVOIR CATHODIC PROTECTION SYSTEM CHECKOUTS	\$ 850.00	dwwtp
260413	12/2/2019	549431336	SIGMA-ALDRICH, INC.	PE SAMPLES FOR LAB ACCREDITATION	\$ 202.13	dwwtp
260851	12/2/2019	Member 2020	WASHINGTON ASSOCIATION OF	WABO DMEASAMER MEMBERSHIP 2020	\$ 95.00	plan
260682	12/2/2019	28612	WESTERN SYSTEMS REFUSE &	SLIDE CYLINDER- #551	\$ 646.77	dshop
260627	12/3/2019	RI04289129	FRANCOTYP-POSTALIA, INC	MAILING MACHINE QUARTERLY RENTAL 12/1/19-2/29/2020	\$ 130.31	finance
260827	12/3/2019	000044	HUNTER, JOSHUA	BLS OTEP TRAINER - THROUGH 11/31/19	\$ 375.00	medic
260968	12/3/2019	APD	ISLAND HOSPITAL	NEW HIRE; DRUG SCREEN 11/1-11/30/19	\$ 29.00	apd
260576	12/3/2019	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 11/1-12/3/19	\$ 6.60	publib
260577	12/3/2019	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 11/1-12/3/19	\$ 20.62	publib
260850	12/4/2019	SIN006406	CARTEGRAPH SYSTEMS LLC	2020 CARTEGRAPH IMPLEMENTATION SERVICES	\$ 4,565.40	pw1
260962	12/4/2019	6733320	DEMCO, INC.	LIBRARY SUPPLIES	\$ 142.89	publib
260859	12/4/2019	4900/0100139808/2020	DEPARTMENT OF NATURAL	C2200A02664 AQUATIC MARINE LEASE	\$ 38,646.50	plan
260582	12/4/2019	42990713	INGRAM LIBRARY SERVICES, LLC	ADULT BOOKS	\$ 614.16	publib
260139	12/4/2019	December	SKAGIT LAW GROUP PLLC	PROSECUTION CONTRACT SERVICES DEC. 2019	\$ 6,120.00	legal
260860	12/4/2019	42202137	SNAP-ON INDUSTRIAL	TOOL BOX- SHOP	\$ 2,076.81	dshop
260289	12/4/2019	20003148	WASHINGTON STATE PATROL	BACKGROUND CHECKS	\$ 11.00	parks1
260854	12/5/2019	09507	BUD CLARY CHEVROLET, INC.	2019 TAHOE - ERR042A	\$ 47,193.02	dshop
260390	12/5/2019	111469	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 56.50	dwwtp
260987	12/6/2019	AN 70012	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 89.93	medic
260988	12/6/2019	AN 70051	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 14.01	medic
260575	12/6/2019	60305	COMMERCIAL FIRE PROTECTION INC	ANNUAL FIRE EXTINGUISHER MAINTENANCE-CITY MOTOR POOL	\$ 1,050.88	dshop
260844	12/6/2019	9313557788	GRAYBAR ELECTRIC COMPANY, INC	MATERIALS FOR FIBER NETWORK LIBRARY TO MSTs	\$ 34,022.38	fiber
260411	12/6/2019	808027	JCI JONES CHEMICALS INC	HYPOCHLORITE SOLUTION	\$ 3,817.12	dwwtp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
260387	12/6/2019	48420325	UNIVAR USA INC	CAUSTIC SODA	\$ 4,786.54	dwtpt
260669	12/7/2019	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION 11/6-12/6/19	\$ 60.62	dshop
260670	12/7/2019	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 11/6-12/6/19	\$ 50.10	plan
260967	12/7/2019	200015995380	PUGET SOUND ENERGY INC	APD 11/6-12/6/19	\$ 1,800.98	apd
260845	12/9/2019	BD0000767	CARTEGRAPH SYSTEMS LLC	1/20/20-1/20/21 CARTEGRAPH SOLUTIONS AND SUBSCRIPTION AGREEMENT	\$ 38,439.32	pw1
260985	12/9/2019	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 10/19 - 11/18	\$ 87.89	medic
260825	12/9/2019	WAANA122022	FASTENAL COMPANY	WORKGLOVES, EXTRICATION GLOVES,	\$ 366.50	medic
260815	12/9/2019	AFD	ISLAND HOSPITAL	TB TESTS; HV, MS, TB	\$ 84.00	medic
260852	12/9/2019	Q305691	KNOX COMPANY	ANNUAL SUBSCRIPTION FOR "CLOUD LICENSE"	\$ 569.59	medic
260824	12/9/2019	960061	LIFE ASSIST, INC	CASE OF VENI-GARD	\$ 217.40	medic
260668	12/9/2019	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 11/7-12/7/19	\$ 22.57	plan
260686	12/9/2019	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGES 11/7 - 12/7/19	\$ 72.89	wdist
260559	12/9/2019	1194	VARIUS INC	WATER SYSTEM EARTHQUAKE EARLY WARNING SYSTEM - PHASE 1 & 2	\$ 5,319.55	dwtpt
260626	12/10/2019	108450	A-1 MOBILE LOCK AND KEY, INC.	DOOR REPAIR @ PUBLIC SAFETY BUILDING	\$ 233.71	pwfac
260989	12/10/2019	December 10, 2019	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER EXPERIENCE REIMBURSEMENT	\$ 24,721.46	plan
260631	12/10/2019	271446A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 508.11	pwfac
260632	12/10/2019	272000	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 128.09	pwfac
260811	12/10/2019	1064276	BUILDERS EXCHANGE OF	POST BID DOCUMENTS FOR BASE FIBER PROJECT AND SHIP HARBOR/SR20	\$ 177.30	pw1
260717	12/10/2019	8493 30 017 0490698	COMCAST	CITY HALL INTERNET CONNECTION 12/20-1/19/2020	\$ 186.15	finance
260719	12/10/2019	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 12/19-01/18/2020	\$ 233.02	finance
260725	12/10/2019	INV2066367	COPIERS NORTHWEST	CANON/IRC5560I FINANCE/OPS/WWTP 11/8-12/7/19	\$ 408.90	finance
260831	12/10/2019	19-46593	EDGE ANALYTICAL, INC	BACT ANALYSIS FINISHED	\$ 15.00	dwtpt
260832	12/10/2019	19-46594	EDGE ANALYTICAL, INC	TCR ANALYSIS BOOSTERS	\$ 165.00	dwtpt
260724	12/10/2019	12091	NORTHWEST CLEAN AIR AGENCY	2020 LOCAL ASSESSMENT - PER CAPITA FEE	\$ 5,946.50	finance
260834	12/10/2019	169560	OASYS INC	BASE RATE CHARGE 12/9/19-1/8/20	\$ 72.31	pw1
260674	12/10/2019	001-453202	PISTON SERVICE OF ANACORTES	WIPER BLADES- VEH #172 & #173	\$ 47.61	dshop
260681	12/10/2019	001-453183	PISTON SERVICE OF ANACORTES	DRILL BIT- SHOP	\$ 210.89	dshop
260727	12/10/2019	001-453181	PISTON SERVICE OF ANACORTES	WIRE- #159	\$ 8.57	dshop
260964	12/10/2019	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 11/7-12/7/19	\$ 2,031.57	publib
260809	12/11/2019	Pay App 1	ALLIED TRENCHLESS	2019 WEST 3RD STREET SANITARY SEWER REHABILITATION	\$ 108,591.30	pw1
260625	12/11/2019	5003403	ANACORTES AMERICAN	EXEC ANACORTES AMERICAN 12/11/19-12/09/2020	\$ 58.00	executive

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
260857	12/11/2019	8498 30 017 0464628	COMCAST	WA PARK INTERNET 12/21-1/20/2020	\$ 106.15	finance
260861	12/11/2019	X5-57104	CUMMINS, INC.	YEARLY SUBSCRIPTION TO INSITE PROGRAM-SHOP 12/11/19-12/11/2020	\$ 782.64	dshop
260833	12/11/2019	19-45389	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	\$ 49.00	dwtpt
260138	12/11/2019	0835040	FERGUSON ENTERPRISES, INC	WATER INVENTORY	\$ 2,091.70	wdist
260622	12/11/2019	ContractKiser	KISER, SHERRI	PAYMENT TO GYM SUPERVISOR FOR VOLLEYBALL	\$ 878.00	pkrec
260663	12/11/2019	30075	PACIFIC SECURITY	SECURITY DETAIL - NOVEMBER 2019	\$ 525.00	court
260675	12/11/2019	001-453269	PISTON SERVICE OF ANACORTES	BRACKETED CALIPERS- #155	\$ 251.21	dshop
260676	12/11/2019	001-453281	PISTON SERVICE OF ANACORTES	BRAKE SHOES- #155	\$ 71.95	dshop
260677	12/11/2019	001-453337	PISTON SERVICE OF ANACORTES	OIL- SHOP INVENTORY	\$ 66.98	dshop
260820	12/11/2019	331 0494546	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 83.55	dwtpt
260580	12/11/2019	BookWarger	WARGER, TODD	BOOK	\$ 18.42	publib
260659	12/12/2019	1991540852	ARAMARK	APD NYLON MATS CLEANED	\$ 16.31	apd
260683	12/12/2019	1991540861	ARAMARK	OPS: MAT CLEANING 12/12/19	\$ 41.63	dshop
260713	12/12/2019	1991540860	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 68.09	finance
260720	12/12/2019	272166	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 171.31	pwfac
260813	12/12/2019	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 11/13 - 12/10/19	\$ 107.86	medic
260841	12/12/2019	92794207	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 4,961.66	dwtpt
260956	12/12/2019	PC302083116:01	FREIGHTLINER NORTHWEST	BUSHING- VEH #202	\$ 84.08	dshop
260623	12/12/2019	ReimbGere	GERE, LAURIE	WATER LEG LUNCH MEETING	\$ 32.00	executive
260976	12/12/2019	ReimbJohnson	JOHNSON, IVER	HEARIING AID SUPPLIES	\$ 103.21	hr
260966	12/12/2019	ReimbNybo	NYBO, ZABRINA	TRAINING NASAAEP; NYBO - PER DIEM AND PARKING	\$ 188.00	apd
260678	12/12/2019	001-453354	PISTON SERVICE OF ANACORTES	OPERATING SUPPLIES- #6935	\$ 82.39	dshop
260679	12/12/2019	001-453355	PISTON SERVICE OF ANACORTES	FITTINGS- #511	\$ 76.60	dshop
260680	12/12/2019	001-453387	PISTON SERVICE OF ANACORTES	MISC PARTS- SHOP	\$ 28.81	dshop
260853	12/12/2019	001-453351	PISTON SERVICE OF ANACORTES	1/4 SOCKET- SHOP	\$ 13.14	dshop
260855	12/12/2019	001-453352	PISTON SERVICE OF ANACORTES	SOCKETS- SHOP	\$ 39.12	dshop
261018	12/12/2019	001-453369	PISTON SERVICE OF ANACORTES	RV PLUG- SHOP	\$ 16.85	dshop
261019	12/12/2019	001-453418	PISTON SERVICE OF ANACORTES	BELT- #007	\$ 33.36	dshop
260975	12/12/2019	300000300008	PUGET SOUND ENERGY INC	WWTP & PUMP STATIONS	\$ 16,127.95	dwwtp
260981	12/12/2019	300000290035	PUGET SOUND ENERGY INC	ELECTRICITY	\$ 315.00	museum
260986	12/12/2019	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 11/5-12/6/19	\$ 1,063.85	medic
260990	12/12/2019	300000305007	PUGET SOUND ENERGY INC	STREET LIGHTS: 11/01- 12/03/19	\$ 488.04	dshop
260837	12/12/2019	3772	SEAWESTERN, INC.	TESTING GAS FOR GAS DETECTORS	\$ 507.52	medic
260718	12/12/2019	20191212021587	SISTER CITIES INTERNATIONAL	SISTER CITY DUES 2020	\$ 440.00	executive
260660	12/12/2019	111511	WALTON BEVERAGE COMPANY, INC	WWTP BREAKROOM SUPPLIES	\$ 52.50	dwwtp
260667	12/12/2019	111514	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 140.00	dshop
260721	12/12/2019	111512	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 175.00	finance

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
260814	12/12/2019	111510	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 87.50	medic
260726	12/13/2019	December 13, 2019	ANACORTES CHAMBER OF COMMERCE	LTAC VIC 4TH QUARTER PAYMENT	\$ 14,950.00	plan
260969	12/13/2019	3357	ANACORTES PRINTING	POLICE LETTERHEAD	\$ 206.53	apd
260848	12/13/2019	950932	INTERNATIONAL SOCIETY OF	ISA MEMBERSHIP	\$ 185.00	plan
260849	12/13/2019	AFD Q1 20	SKAGIT 911	1ST QTR 2020 - RADIO MAINTENANCE	\$ 4,972.00	medic
260979	12/13/2019	APD Q1 20	SKAGIT 911	LAW RADIO MAINT/MNGNT FISCAL YEAR 2020 QTR 1	\$ 50,231.00	apd
260716	12/13/2019	Permit 22	UNITED STATES POSTAL SERVICE	POSTAGE ACCOUNT A-TOWN	\$ 2,500.00	executive
260673	12/14/2019	1991501491	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 68.09	finance
260970	12/14/2019	00005W5A83509	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 12-14-19	\$ 9.28	apd
260078	12/15/2019	DEC 2019	KORTERUD, WAYNE D	INDIGENT SCREENING	\$ 375.00	court
260836	12/16/2019	24625	ALLMAX SOFTWARE, INC.	2020 OPERATOR10 WWTP ANNUAL SUPPORT	\$ 1,790.00	dwwtp
260965	12/16/2019	3944	ANACORTES TOWING, LLC	TOWING; 19-A09129	\$ 163.05	apd
260856	12/16/2019	1991544608	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 76.31	dwwtp
260874	12/16/2019	18-098-WTR-0011	BECKWITH & KUFFEL	RETAINAGE RELEASE	\$ 24,263.90	pw1
260960	12/16/2019	17142	DALCO INC	REPAIRS- #9905	\$ 599.31	dshop
260826	12/16/2019	19-46330	EDGE ANALYTICAL, INC	EFFLUENT TESTING	\$ 140.00	dwwtp
260810	12/16/2019	7736965	FERGUSON ENTERPRISES, INC	RESTROOM UPGRADE	\$ 3,241.29	dwwtp
260866	12/16/2019	19-172-FAC-0011	FLOORING CONNECTIONS	RETAINAGE RELEASE	\$ 1,736.50	pw1
260839	12/16/2019	GIS-10923	GEOGRAPHIC INFORMATION	2019-2020 GIS SUPPORT	\$ 169.66	pw1
260807	12/16/2019	GI-0301564	GRANICH ENGINEERED PRODUCTS	PUMP STATION MAINTENANCE	\$ 2,694.67	dwwtp
260872	12/16/2019	19-186-WTR-0011	NORTHWEST FENCE	RETAINAGE RELEASE	\$ 82.50	pw1
260869	12/16/2019	19-180-PRK-0011	PRECISION TREE SERVICE, INC	RETAINAGE RELEASE	\$ 400.00	pw1
260846	12/16/2019	191858	T-SHIRTS BY DESIGN	WILDLAND DUFFEL BAGS	\$ 882.64	medic
260858	12/16/2019	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 11/1/2019 - 11/30/2019	\$ 59.00	finance
260995	12/16/2019	ContractWeedman	WEEDMAN, JANET	PAYMENT TO QIGONG FOR HEALTH INSTRUCTOR	\$ 1,586.00	pkrec
260955	12/17/2019	5015562374	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 411.95	finance
260992	12/17/2019	5015562375	CINTAS CORPORATION	OPERATING SUPPLIES	\$ 244.22	finance
260963	12/17/2019	39140	DIMENSIONAL COMMUNICATIONS INC	SERVICE SOUND SYSTEM	\$ 478.28	publib
260994	12/17/2019	ContractGood	GOOD, PAMELA	TANGO INSTRUCTOR PAYMENT	\$ 202.00	pkrec
261020	12/17/2019	41600341215	LES SCHWAB TIRE CENTERS	FLAT TIRE REPAIR- #160	\$ 21.74	dshop
260977	12/17/2019	331 0495468	UNIFIRST CORPORATION	WATER CREW LAUNDRY	\$ 64.18	wdist
260982	12/19/2019	12/19/2019	FIDALGO CLEANING	CLEANING	\$ 140.00	museum
260864	12/27/2019	19-076-FAC-0011	BLYTHE PLUMBING & HEATING, INC	RETAINAGE RELEASE	\$ 1,754.80	pw1

Total **\$563,611.27**



City Council Contract Agenda Bill

Meeting Date: 12/23/2019

Agenda Item: 5c

Subject: Interlocal Agreement 20-012-STM-001 with Skagit Conservation District for NPDES Phase II Public Outreach & Education

Staff Contact: Fred Buckenmeyer

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

Action Type: Interlocal Agreement

Summary Statement: City staff seeks approval to execute Interlocal Cooperative Agreement 20-012-STM-001 with Skagit Conservation District for the NPDES Phase II Public Outreach & Education program for 2020.

Background: Phase II municipal stormwater permits require municipalities develop, and implement a Stormwater Management Project (SWMP) to reduce pollutants to the maximum extent practicable and minimum control measures include public education and outreach on stormwater impacts. Skagit Conservation District has been providing education and outreach services with the City and other local jurisdictions as part of a regional partnership.

Key Terms:

- The total not-to-exceed cost for 2020 is \$19,272.00.
- The term of this Agreement shall be from 1/1/2020-12/31/2020.

Previous Council/Committee Action: Interlocal agreements have been executed with Skagit Conservation District for these services in the past years to meet requirements under the National Pollutant Discharge Elimination System (NPDES) permit.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 20-012-STM-001 between City of Anacortes and Skagit Conservation District.

Alternative Actions: N/A

Attachments: 20-012-STM-001

Contractor	Skagit Conservation District
Agreement Amount	\$19,272.00
Earmarked Funds	\$42,500.00
BARS #	445.711.531.00.51
Budget Amendment Required?	No
Start Date	1/1/20
End Date	12/31/20

INTERLOCAL COOPERATIVE AGREEMENT #20-012-STM-001
BETWEEN
SKAGIT CONSERVATION DISTRICT
AND
CITY OF ANACORTES

WHEREAS, Phase II municipal stormwater permits require that municipalities develop, and implement a Stormwater Management Program ("SWMP") designed to reduce pollutants to the maximum extent practicable and that minimum control measures in the SWMP include: (i.) Public education and outreach on stormwater impacts, (ii.) Public participation/involvement opportunities, (iii.) Detection and elimination of illicit discharges to the Municipal Separate Storm Sewer System (MS4) (a regulatory program), (iv.) Post-construction stormwater management in new development and redevelopment (a regulatory program), and (v.) Pollution prevention and good housekeeping for municipal operations; and,

WHEREAS, the City of Anacortes, hereinafter referred to as "CITY", and the Skagit Conservation District, hereinafter referred to as "DISTRICT", would achieve mutual benefit from an agreement which would allow the DISTRICT to perform work on a reimbursable basis to assist CITY with the completion of certain tasks related to the implementation of NPDES Phase II permit requirements; and,

WHEREAS, working cooperatively on these programs can greatly aid in their overall quality, efficiency and economy.

NOW THEREFORE, THIS AGREEMENT (herein the "Agreement") is made and entered into by and between the DISTRICT, a Washington special purpose district and quasi-municipal corporation, and CITY, a Washington municipal corporation, pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. DISTRICT and CITY may be individually referred to herein as "party" and may be collectively referred to herein as the "parties." In consideration of the following terms and conditions, the parties mutually agree as follows:

1. GENERAL PURPOSE: The CITY will reimburse the DISTRICT in accordance with Section 4 herein for planning and carrying out specific public education and outreach activities related to stormwater management, as specified in Exhibit A (attached hereto and incorporated by reference). The CITY intends to use these activities to fulfill its responsibilities under the National Pollution Discharge Elimination System Phase II (NPDES II) permit under Section S5.C.1 and Section S5.C.2. This work is in addition to a previous agreement between the CITY and the DISTRICT for similar services, which successfully completed several initial tasks associated with NPDES II permit compliance, including stormwater pond maintenance, stormwater education in schools, and coordination of the Stream Team volunteer program.

2. RESPONSIBILITIES:

2.1. The CITY shall:

2.1.1. Verify with the State Department of Ecology that tasks and deliverables performed and submitted pursuant to this Agreement meet the CITY's NPDES, Phase II requirements.

2.1.2. Reimburse the DISTRICT for the work as identified in Exhibit A (Scope of Work and Schedule), in accordance with the terms of this Agreement.

2.1.3. The CITY is not obligated to perform or provide any other services, duties, or responsibilities except as otherwise specified pursuant to the terms of this Agreement.

2.2. The DISTRICT shall:

- 2.2.1. Provide the work, services, and deliverables as described in Exhibit A (Scope of Work and Schedule), in accordance with the terms of this Agreement.
- 2.2.2. Be responsible for overseeing and managing volunteers identified in Exhibit A. All volunteers shall be volunteers of the DISTRICT and not volunteers of the CITY.
- 2.2.3. Be responsible and liable for all costs and expenses associated with all work involved in the education and outreach plan not reimbursed under this Agreement unless this Agreement is subsequently amended as provided for in Section 9 of this Agreement.

3. TERM OF AGREEMENT:

- 3.1. The term of this Agreement shall be from January 1, 2020 through December 31, 2020, unless sooner terminated pursuant to the terms herein.

4. MANNER OF PAYMENT:

- 4.1. The DISTRICT shall submit invoice(s) MONTHLY for quantities delivered during the invoice period and include with each invoice a report documenting each task and the work accomplished. Invoices shall be accompanied by any backup documentation pertaining to the invoice as may be requested by the CITY.
- 4.2. Upon receipt of invoices from the DISTRICT pursuant to 4.1, the CITY shall pay the DISTRICT for expenditures based on satisfactory performance and progress toward deliverables as provided and documented in reports accompanying detailed invoices for services. The CITY shall pay such invoice(s) to the DISTRICT within thirty (30) days. Such payment shall be full compensation for work performed or services rendered, including, but not limited to all labor, materials, supplies, equipment, and incidentals necessary to complete the work (as identified and described at Exhibit A).
- 4.3. The parties agree that the maximum funding to be provided by the CITY to the DISTRICT pursuant to this Agreement shall be on a time and materials basis not-to-exceed **Nineteen Thousand Two Hundred and Seventy-Two Dollars (\$19,272.00)** for the term of this agreement. The estimated costs per task are detailed in Exhibit A.

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 CITY's representative shall be the Public Works Director. The Public Works Director has designated the Stormwater Program Manager as his designee.

- 5.2. DISTRICT's representative shall be the District Manager.

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 CITY 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. **DOCUMENTS AND MATERIALS PRODUCED:** The CITY shall have the right to use and distribute any and all documents, writings, data, public records or other materials prepared by either party in connection with performance of this Agreement. When using material that is funded under the Implementation Grant, the parties shall acknowledge the funding source.

12. **DEFAULT:** Failure of the parties to comply with the terms of this Agreement shall constitute default.

13. **VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This agreement shall be governed by the laws of the State of Washington.

14. **NO THIRD PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party.

15. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

16. **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.

SKAGIT CONSERVATION DISTRICT

CITY OF ANACORTES

By: _____
Dean Wesen
Chair

By: _____
Laurie Gere
Mayor

Date: _____

Date _____

Address: Skagit Conservation District
2021 E. College Way, Suite 203
Mount Vernon, WA 98273

City of Anacortes
904 6th Street
Anacortes, WA 98221

TN: (360) 482-4313

(360) 293-1966

FAX: (360) 424-6172

(360) 293-1938

DATED this _____ day of _____, 201__.

Exhibit A – Scope of Work and Schedule

Public Education, Outreach, Participation and Involvement Project for National Pollution Discharge Elimination System (NPDES) Phase II Compliance

1.0 Public Education, Outreach, Participation and Involvement

The District, with City assistance, shall develop and implement activities for addressing the “Public Participation and Involvement” minimum control measure, one of six measures required to meet the conditions of the NPDES stormwater permit. The essential goals include improving public knowledge of local stormwater issues, receiving public input on potential solutions, gaining public support for the compliance with the County’s Comprehensive Stormwater Management Plan (CSMP), and developing a volunteer workforce to help implement this plan.

Task 1.1 Host Private Stormwater Facility Maintenance Workshop

The SCD will organize and implement two partial day or evening workshops focusing on Private Stormwater Facility Maintenance. The target audience for this group will be Home Owner Associations, private stormwater facility owners, and the general public. These workshops will focus on educating the audience on their responsibilities to maintain their private stormwater facilities.

Required Tasks and Deliverables:

The District, with City assistance, shall develop and deliver two partial day or evening workshops. The workshop shall occur before August 31, 2020. The workshop shall include:

- A. An overview of the key components of identifying private stormwater maintenance and a field trip to visit several private facility examples.
- B. An assessment of the attendees behavior change as a result of the workshop.

Estimated Cost: **\$1,500.00**

Task 1.2 – Watershed Masters Volunteer Training Program

This volunteer training program will target residents of all major drainage basins within the lower Skagit, including Gages Slough on an annual basis. This program consists of 40 hours of training and will focus on: providing presentations/training to the Watershed Masters (WSM) on City stormwater program priorities through classroom and fieldtrip activities. Topics covered include, but are not limited to: watershed history and geology, water quality, stream ecology, salmon, wetlands and soils, agricultural and forestry BMPs, stormwater runoff and activities that landowners can do to reduce stormwater water quality impacts, and low impact development practices. Content of coursework will be coordinated with City staff to meet the needs of City stormwater program. Participants will return 40 hours of volunteer service and make a commitment to reduce stormwater runoff impacts in their own backyards.

Required Tasks and Deliverables:

The District shall organize and present one Watershed Masters Program annually.

- A. Perform recruitment of interested community residents to participate in the annual Watershed Masters Volunteer Training Program.

- B. Document participation and volunteer activities conducted by the Watershed Masters volunteers.
- C. Coordinate and track volunteer hours contributed by participants.
- D. Include program evaluation forms that will be completed by the participants to determine behavior changes implemented.
- E. Participants will report BMPs implemented at home based on education learned during training.

Estimated Cost: **\$1,955.00**

Task 1.3 – Volunteer Water Quality Monitoring Program (Skagit Stream Team)

The primary purposes of the program are: to inspire stewardship in regards to water quality by educating citizens about land use, stormwater runoff, and nonpoint source pollution and involving them in the process of water quality data gathering; to develop and implement a routing sampling program that can be used to assess water quality trends, characterize the existing water quality of priority freshwater drainages, and to determine how water quality conditions compare to State Standards; and to document improvements in water quality as a result of the implementation of BMPs. Water quality parameters sampled by volunteers currently include: fecal coliform bacteria, dissolved oxygen, water temperature, turbidity, and total depth.

- A. Coordinate with the City to determine priority areas for monitoring.
- B. Coordinate with the City jurisdictions to determine stream priority.
- C. Promote program in partnership with local jurisdictions and recruit citizen participation.
- D. Coordinate volunteer activities; maintain volunteer records and data sheets and coordinate volunteer recognition events.

Required Task and Deliverables:

- A. Annual recruitment of volunteers to participate in the Stream Team program will be conducted. Recruitment efforts will target local residents age 18 and up, Watershed Masters, and Environmental Tech students attending Skagit Valley College.
- B. The SCD shall conduct an annual 3-session training event held in Sept. of each year.
- C. Each year, a team of volunteers (2-3 volunteers on each team) will make a commitment to collect water quality data at 4-5 assigned stations on a monthly basis for one year (each station will be monitored twice a month). Stations will be located in consultation with City staff.
- D. Volunteer hours contributed by participants will be tracked on a yearly basis and submitted with annual report.
- E. An annual report will be submitted to the City on or before January 15 of each year.

Estimated Cost: **\$4,000.00**

Task 1.4 - Social Marketing Strategy

SCD will develop a social marketing strategy aimed at reducing fecal coliform bacteria levels in urban creeks by encouraging collection and proper disposal of dog waste by dog owners. SCD will work with City and County partners to identify high priority parks/neighborhoods, identify barriers and opportunities, develop a consistent message & develop and implement strategies to affect behavior change.

Required Tasks and Deliverables:

The SCD shall:

- A. Develop a social marketing strategy aimed at encouraging local residents to scoop their dogs' poop and put it in the trash in public areas and on private property.

Estimated Cost: **\$500.00**

2.0 Public Education and Outreach

The District, with City assistance, shall develop and implement activities for addressing the "Public Education and Outreach" minimum control measure, one of six measures required to meet the conditions of the NPDES stormwater permit. The goal of this minimum control measure is to facilitate greater public awareness of the sensitivity of local surface waters, their beneficial uses, the detrimental effects of polluted storm water and illicit discharges, and measures that can be taken to reduce stormwater pollution.

Task 2.1 – Backyard Conservation Stewardship Short Course Program

This annual 6-week short course will feature tips for native plant landscaping, environmentally friendly gardening practices, composting, mulching, nutrient management, pest management, landscaping for wildlife, water conservation tips, low impact development practices for homeowners, and overall, backyard practices that will reduce stormwater runoff pollution. The training will be provided by local experts. Participants will attend 6 evening sessions (once a week) and two Saturday field excursions. The following topics will be included in the training: Proper use and disposal of pesticides, herbicides, and fertilizers, and use of non-toxic alternatives; use of native plants in landscaping, reducing size of lawn,; preventive car maintenance, including proper disposal of used oil, coolant, and other toxic materials; use of permeable pavement for driveways and patios; proper disposal of pet waste and livestock waste and composting.

Required Tasks and Deliverables:

The District shall organize and present one Backyard Conservation Stewardship Course Program annually. The SCD shall:

- A. Organize and conduct the Backyard Conservation Stewardship program in partnership with local jurisdictions on an annual basis.
- B. Engage in recruitment of interested residents to participate in the annual Backyard Conservation Stewardship program.
- C. Coordinate with, and involve businesses, schools, parks, and other organizations in establishing backyard stewardship practices that will promote habitat for wildlife and reduce stormwater runoff.
- D. Document participation of class attendees.
- E. Ensure that program evaluation forms are completed by the participants to determine class effectiveness. Follow up surveys will be conducted on an annual basis to determine whether or not class participants have made behavior changes to reduce stormwater impacts based on what was learned in the program.

Estimated Cost: **\$1955.00**

Task 2.2 – Resource Materials/Education for Local Schools

The District currently maintains an enviroscape watershed model that is available for

presentations or available for teachers (or other agency personnel) to borrow. An information packet, which contains a brief description of all materials available to teachers will be compiled and mailed to all elementary schools located throughout Skagit County (urban and rural areas) each September, to all elementary school teachers as well as science and agriculture teachers at the middle school and high school levels, home schools, and other groups. Information about other District educational programs, such as Envirothon, 6th Grade Conservation Tour, and the Annual Natural Resource Poster Contest, and live presentations available by District staff will be included in the packet.

Required Tasks & Deliverables:

The District shall prepare and send out an annual teacher's packet, provide classroom presentations, and provide educational resources to teachers. The SCD shall:

- A. Incorporate a special section in the annual teacher's packet that will specifically highlight stormwater and low impact development education materials and presentations available.
- B. Provide classroom presentations on stormwater and water resources to local schools (and other groups) as requested. The SCD shall work with the City of Anacortes Stormwater Program Manager to create a new Anacortes specific curriculum.
- C. Distribute 100 teacher's information packets highlighting resources on stormwater and water quality available through the District office.
- D. Give a minimum of 7 presentations each year to local schools or other youth groups on pollution from stormwater.

Estimated Cost: **\$1,100.00**

Task 2.3 – Miscellaneous

Assist City with other related programs or tasks on an as needed basis upon mutual agreement between City and SCD, such as providing annual reporting requirements.

Required Tasks and Deliverables:

To be determined as agreed to between the parties.

Estimated Cost: **\$2,100.00**

Task 2.4 – Stormwater Educational Brochures and Fact Sheets

The District will develop a series of educational brochures and/or fact sheets for the general public and specific audiences (homeowners, businesses, landscapers, property managers, engineers, developers, contractors, land use planners, etc) on various topics that could range from landscaping, low impact development, recycling, disposing of motor oil and other hazardous materials, water conservation, pet waste management, etc. Where the demographics are applicable, the information may also be printed in Spanish.

Required Tasks and Deliverables:

The District shall develop and mail stormwater related education brochures, fact sheets, and posters to a variety of target groups. The SCD shall:

- A. Coordinate with the City and local citizen groups to choose stormwater education topics that will be used to generate a series of brochures and/or fact sheets.
- B. Oversee printing and distribution of these materials.
- C. Develop educational materials to target mobile businesses, landscapers, homeowners, and property managers.

Estimated Cost: **\$1,960.00**

Task 2.5 – Workshops for Local Contractors, Businesses & Residents

The SCD will organize and host workshops, trainings and/or tours focusing on topics that include green roofs, pervious pavement, rain gardens, biofiltration, pervious pavement, and pervious concrete. The target audience for these workshops will be local contractors, businesses, or homeowners.

Required Tasks and Deliverables:

The SCD will organize and implement a public workshop and/or tour focusing on education and outreach to local contractors, businesses, or homeowners on a variety of Low Impact Development (LID) techniques.

The District, with City assistance, shall develop and host a workshop, training and/or field tour, which will include:

- A. An overview of the benefits and challenges of the different types of LID techniques and instruction on how to implement LID into their operations.
- B. An assessment of the attendees behavior change as a result of the workshop.

Estimated Cost: **\$1,500.00**

Task 2.6 – Produce Media Advertisements

The District will coordinate with all of the Skagit County Municipal NPDES Phase II permittees to design and produce a variety of media advertisements to promote sustainable behavior and stewardship ethics that reduce potential pollution and stormwater impacts.

Required Tasks and Deliverables:

The District shall:

- A. Design and produce a minimum of one media advertisement annually. The media format may include newspaper, social media, internet, and radio.
- B. SCD will coordinate the advertisement with City staff.

Estimated Cost: **\$950.00**

3.0 Administration and Oversight

SCD shall perform administrative duties and program oversight related to the tasks listed in the agreement. Activities will include:

- A. Maintaining clear records and files for all activities conducted under this contract
- B. Preparing progress reports, invoices, and other documentation as required under the contract

Annual Cost (10% of All Tasks): **\$1,752.00**



City Council Contract Agenda Bill

Meeting Date: 12/23/2019 **Agenda Item:** 5d

Subject: Interlocal Agreement 20-011-APD-001 with Whatcom County for
Plantation Rifle Range Use

Staff Contact: Police Chief John Small

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

Action Type: Interlocal Agreement

Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with the Whatcom County Parks and Recreation Department for the use of the Plantation Rifle Range facility for the purpose of providing firearms qualifications for commissioned police personnel. The contract amount is \$6,422.23.

Background: The Anacortes Police Department has a longstanding relationship with the Whatcom County Parks & Recreation Department to use their Plantation Range facility for firearms training. The facility has both an indoor pistol range and an outdoor rifle/shotgun range that meets our needs for our different firearms applications. When law enforcement is using the range it is closed to the public which offers increased privacy for practicing tactics. The highest priority is always on firearms handling safety and shooting safety.

Key Terms:

- The term of this Agreement shall be from 1/1/20-12/31/20.
- The City will pay the County a total of \$6,422.23.
- The City will have use of the Range in the year 2020 for ten days (10) eight (8) hour days.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 20-011-APD-001 between City of Anacortes and Whatcom County.

Alternative Actions: N/A

Attachments: 20-011-APD-001

Contractor	Whatcom County
Agreement Amount	\$6,422.23
Earmarked Funds	\$40,000.00
BARS #	001.310.521.40.43
Budget Amendment Required?	No
Start Date	1/1/20
End Date	12/31/20

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
WHATCOM COUNTY (PARKS & RECREATION)
AND CITY OF ANACORTES

THIS AGREEMENT is made and entered into by and between Whatcom County (Parks & Recreation Department) ("County") and City of Anacortes (Contracting Entity), collectively referred hereinafter as the "Parties." This Agreement is entered into pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. The Department or Party contracting with Whatcom County shall hereinafter be identified by name or as the "Contracting Entity."

1. PURPOSE:

For the use by the Contracting Entity of the County's Plantation Rifle Range (Range) located at 5102 Samish Highway, Whatcom County, Washington. The Plantation Rifle Range has two separate shooting ranges identified and named as Pistol & Smallbore Rifle Range (Smallbore) and High Power Rifle & Trap Range (High Power). These facilities are to be used by the Contracting Entity in accordance with the use terms as set forth in this Agreement for Law Enforcement training purposes.

The Contracting Entity is contracting with the County for use of the Range for the purpose of the Contracting Entity to provide firearms qualifications, practice or training for commissioned and non-commissioned personnel of the Contracting Entity.

It is understood and agreed by the Parties that the County shall provide no training or supervision at the Facility during the Contracting Entity's exclusive or individual use periods. The County shall provide, upon request by the Contracting Entity's Supervisor or Coordinator, assistance to the individual Supervisor or Coordinator, in familiarizing them with the operations of facilities, equipment, and other infrastructure necessary to facilitate the Contracting Entity's use under the terms of this Agreement.

It is understood and agreed by the Parties that the Contracting Entity is a qualified law enforcement agency, or equivalent entity, such that their supervisor and/or participants are experienced with and trained in the use of firearms and firearm safety. The County shall have no duty to train or assist the Contracting Entity with firearm safety or rifle range safety.

It is understood and agreed by the Parties that during the exclusive use of the Range by the Contracting Entity, there will be no County staff or agents present or provided at the Range, unless a County staff member is present doing other tasks or duties unrelated to the Contracting Entity's use of the Range. The County is not providing any County employees, staff or assistance, oversight or supervision to the Contracting Entity during their use at the Range.

2. RESPONSIBILITIES

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT RESPONSIBILITIES:

The Parks and Recreation Department shall make available to the Contracting Entity the Plantation Rifle Range at such time and under such conditions as are hereinafter set forth.

CONTRACTING ENTITY RESPONSIBILITIES:

- A. The Contracting Entity shall provide all targets, target standards, ammunition and other materials necessary for the use of the Range. All ammunition used on the Indoor Range will be restricted to

a round utilizing a Total Metal Jacket (TMJ) or Jacketed Hollow Point (JHP) bullet having muzzle energy not greater than 400 foot pounds.

- B. Schedule, in advance, with Whatcom County's representative exclusive use days for the Smallbore and High Power ranges.
- C. Assume full responsibility for safety of the entire Range during any period of exclusive use by the Contracting Entity.
- D. Be responsible for the conduct of members of the Contracting Entity while on the Range during exclusive use periods. Should any member violate the rules of the Range or safety rules, such member shall be immediately prohibited from further use of the Range that day and may not be allowed further use until such time the member is appropriately trained and the Contracting Entity feels assured that no further Range or safety rules will be violated by that member.
- E. Designate, and report to the County's Representative the name of an individual who shall act as a qualified supervisor and coordinator of all Contracting Entity's activities at the Range. This individual shall be the person with whom the County's Representative will work in connection with day-to-day matters of Range use, and who will be in direct charge during actual Range use.
- F. There shall be a Contracting Entity supervisor or coordinator and a Contracting Entity Range Safety Officer present at the Range at all times during exclusive use. The supervisor or coordinator shall terminate use of the range if any danger or safety risk is present at the facility and provide immediate electronic or verbal notice to the County, followed by a written notice to the County within 24 hours detailing the danger or safety risk. The Range Safety Officer shall be responsible for supervising safe shooting activities, monitor and enforce safety and range rules, and range operations during times of exclusive use. (The Range Safety Officer may also function as the supervisor or coordinator.)
- G. A written report of all accidents, damage or injury that occurs shall be provided immediately or no later than 24 hours to the County. The written report shall provide sufficient details of the incident, including the date, time, circumstances and nature of injury or damage, and the name of the injured party, witnesses and Contracting Entity's Supervisor present at the time of the incident. The written report shall be submitted to Whatcom County Parks and Recreation Department Office or to the Range County personnel.
- H. Check out the Range key from the County's Representative. The Range key provides limited access to Range facilities. Access shall include: entry gate access, access to approved facilities, and public spaces. The Contracting Entity shall maintain control of the issued key at all times, including keeping the key secured when not in use and maintaining a log of any employees provided use of the key. The Contracting Entity shall not provide access to the key for vendors or contractors for any purpose. Any keys provided to the Contracting Entity may not be copied or duplicated.
- I. The Contracting Entity shall maintain a sign-in log for each exclusive use day. The log shall include, at a minimum, the signature of the Contracting Entity supervisor or coordinator, the Range Safety Officer, their phone numbers and all employees participating in Contracting Entity activities. The sign-in logs shall be provided to the County's Representative at least quarterly.
- J. The Contracting Entity and its participants must comply with all Federal, State and local laws.
- K. All litter, trash, or debris left by the Contracting Entity shall be picked up and disposed of in appropriate receptacles provided at the Range.
- L. No minors are allowed to be present at the Range during exclusive use.

- M. The Contracting Entity shall pay all costs associated with damage, destruction, or loss to the County at the Facilities as a result of the Contracting Entity's use and/or presence at the Range.

USE OF THE RANGE

- A. The Contracting Entity shall have exclusive use of the Range in the year 2020 for ten (10) eight (8) hour days. The Contracting Entity will have the option of splitting an 8-hour day into two 4-hour days. All dates and times shall be determined by mutual agreement by the Contracting Entity and Whatcom County Parks and Recreation Department representatives. This exclusive use shall be by mutual agreement of both the Contracting Entity and the Whatcom County Parks and Recreation Department. Use dates scheduled, that are not canceled 48 hours in advance will be charged against the Contracting Entity's contract.
- B. Individual members of the Contracting Entity, who are counted as officers upon presentation of their Contracting Entity Law Enforcement identification card, shall be entitled to use of Range facilities without payment of regular fees. Provided, such use shall:
- Be during periods when the Range is normally scheduled to be opened to the general public;
 - Be subject to all rules and conditions of use by the general public except for payment of fees;
 - Not interfere with normal, customary use of the Range;
 - The use is for practice and training as an officer.
 - Does not include supplies or Trap Range use.
 - Rights or use under this Agreement is not extended to Contracting Entity's family or friends.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2020 through December 31, 2020.

4. MANNER OF FINANCING:

- A. Contracting Entity shall pay a fee of Six Thousand, Four Hundred Twenty-Two Dollars and Twenty-Three Cents (\$6,422.23).

10 Days	@ \$590.95 per day	= \$ 5,909.50 (includes tax)
27 Officers	@ \$18.99 per officer	= \$ 512.73 (includes tax)
	Total	= \$ 6,422.23

- B. The payment shall be due on or before sixty days of signed contract. Any additional days may be scheduled by mutual agreement of both parties. Payment for any use beyond the annual Ten (10) day period shall be due within 30 days from approved contract.

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 Contracting Entity's representative shall be Captain Chris Fuller, (360) 293-4684, FullerC@CityofAnacortes.org.

5.2 Whatcom County's representative shall be Ryan Laureau, (or Designee) Regional Park Supervisor (360) 676-9770, RLaureau@co.whatcom.wa.us.

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:

To the fullest extent permitted by law, the Contracting Entity agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contracting Entity, its employees, agents, participants or volunteers or Contracting Entity's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with Contracting Entity's activity and use under this Agreement; or 3) are based upon the Contracting Entity or their participants, employees, agents, or volunteers, or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contracting Entity shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County.

This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contracting Entity are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contracting Entity's indemnity obligations under this Agreement.

The Contracting Entity agrees all Contracting Entity's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contracting Entity enters into subcontracts to the extent allowed under this Agreement, the Contracting Entity's subcontractors shall indemnify the County on a basis equal to or exceeding Contracting Entity's indemnity obligations to the County. All insurance shall be per occurrence.

8. INSURANCE:

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party.

9. 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. EXTENSION:

This Agreement be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three (3) years.

11. 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.

12. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, _____.

APPROVED:

City of Anacortes

Dated this ____ day of _____, 20__.

Laurie Gere, Mayor

APPROVED AS TO FORM:

Contracting Entity, Attorney

Contracting Entity Chief and Representative: APPROVAL:

Captain Chris Fuller

_____, County Executive

Given under my hand and official seal this ____ day of _____, 20__.

Michael McFarlane, Director

County Deputy Prosecuting Attorney



City Council Contract Agenda Bill

Meeting Date: 12/23/2019 **Agenda Item:** 5e

Subject: Interlocal Agreement 19-199-ENG-001 with City of Oak Harbor for Mutual Assistance on Minor Projects, Work and Services

Staff Contact: Fred Buckenmeyer

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

Action Type: Interlocal Agreement

Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with the City of Oak Harbor to provide mutual assistance on minor projects and work and services. Such work and/or services shall be limited and infrequent in nature and may include, but is not necessarily limited to: engineering services and mapping; the use of equipment owned by the parties; small chip-sealing, small slurry seal; striping, and road maintenance and repair matters; culvert clearing; mowing, spraying and vegetation management; motor pool repairs; street sweeping; and plowing, salting, sanding, etc. This Agreement is not intended for use (and shall not be used) for larger, more significant projects, and/or complex projects, and/or projects involving unique or noteworthy factual, technical, and/or legal circumstances.

Background: This agreement provides flexibility in our partnership with the City of Oak Harbor.

Key Terms:

- Term is for 60 months from contract execution, unless terminated sooner.
- Neither party is required to perform work and or services requested by the other party.
- Work performed, and materials/equipment provided to the other party shall be reimbursed at the actual cost incurred, plus an additional 10% of the total cost shall be added for overhead costs.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 19-199-ENG-001 between the City of Anacortes and the City of Oak Harbor.

Alternative Actions: Not approve the interlocal

Attachments: 19-199-ENG-001

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
CITY OF ANACORTES
AND
CITY OF OAK HARBOR**

THIS AGREEMENT (herein "Agreement") is made and entered into by and between CITY OF ANACORTES, a Washington municipal corporation (herein "COA") and CITY OF OAK HARBOR, a Washington municipal corporation (herein "COH") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. COA and the COH may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties". In consideration of the following, the parties mutually agree as follows:

1. PURPOSE: The purpose of this Agreement is to allow each party to provide mutual assistance on minor projects and perform work and services for the other party (herein the "Project[s]"), pursuant to and subject to the terms of this Agreement. Such Project work and/or services shall be limited and infrequent in nature and may include, but is not necessarily limited to: engineering services and mapping; the use of equipment owned by the parties; small chip-sealing, small slurry seal; striping, and road maintenance and repair matters; water line repair and maintenance, water line and appurtenances installation and repair, culvert clearing; mowing, spraying and vegetation management; motor pool repairs; street sweeping; and plowing, salting, sanding, etc. Neither party is obligated to pay, provide, or expend any funds, and/or provide and/or perform any other services or other duties, unless otherwise specified herein.

2. RESPONSIBILITIES: In accordance with and subject to the Purpose of this Agreement (as provided above per Section 1), either party may, but shall not be required to perform Project work and/or services, provide Project materials, and allow for the use of each party's equipment for Project work as may be requested by the other party, to be reimbursed to the party providing said Project work, materials, equipment, etc., as further provided and described per Section 4 of this Agreement, below. In the event that either party uses any equipment owned by the other party pursuant to this Agreement, the parties agree that any user and/or operator of such equipment shall be an operator properly trained and/or certified in accordance with applicable law and industry standards. The parties further agree that the borrowing party's insurance shall be primary as to the equipment during any time that the equipment is in the possession of the borrower.

2.1 In any particular instance or in all instances, either party may choose not to perform requested Project work and/or services for the other party, in the event that such party determines that it would be undesirable, unsafe, impracticable, or otherwise not feasible for any reason.

3. TERM OF AGREEMENT: The term of this Agreement shall be from date at which both parties have completed execution in 60 months (5 years) from the date of agreement execution unless sooner terminated pursuant to the terms herein.

4. MANNER OF FINANCING: The parties agree that where applicable reimbursement for Project work as may be performed by either party shall be made as follows:

4.1 COH may perform work, provide materials, and/or provide the use of COH's equipment (to be operated by a COH operator), for work on COA's facilities upon COA's request and acceptance by COH, to be reimbursed by COA to COH at the actual cost incurred by COH for said work, materials, use of COH's equipment, and wages for COH's operator[s] provided by COH to operate the equipment; and, in addition thereto, ten percent (10%) of the total cost shall be added for overhead costs for accounting, billing, and administrative services, provided that COH shall submit to COA a certified statement of the costs, and within thirty (30) days thereafter, COA shall pay to COH the amount of said statement. Upon the request of COA, COH shall provide adequate supporting documentation for any and all amounts billed to COA by COH pursuant to the terms of this Agreement.

4.2 COA may perform work, provide materials, and/or provide the use of COA's equipment (to be operated by a COA operator), for work on COH's facilities upon COH's request and acceptance by COA, to be reimbursed by COH to COA at the actual cost incurred by COA for said work, materials, use of COA's equipment, and wages for COA's operator[s] provided by COA to operate the equipment; and, in addition thereto, ten percent (10%) of the total cost shall be added for overhead costs for accounting, billing, and administrative services, provided that COA shall submit to COH a certified statement of the costs, and within thirty (30) days thereafter, COH shall pay to COA the amount of said statement. Upon the request of COH, COA shall provide adequate supporting documentation for any and all amounts billed to COH by COA pursuant to the terms of this Agreement.

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 COH's representative shall be the Director of Public Works, or their designee.

5.2 COA's representative shall be the Director of Public Works, or their designee.

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. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

8. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

9. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability, loss, and/or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.

10. GRANT OF ACCESS: Access to the infrastructure owned by each party shall be limited specifically to the infrastructure where work is being requested under this agreement.

11. DAMAGE TO PROPERTY: Each party warrants that the infrastructure they own and operate is in serviceable condition and free from reasonable defects and deficiencies.

12. 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, except that the duty to indemnify pursuant to paragraph 9 shall survive such termination.

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

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

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

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

17. USE OF DOCUMENTS AND MATERIALS PRODUCED: Both parties shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. The parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law.

18. COMPLIANCE WITH LAWS AND TERMS OF GRANTS: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. If applicable, compliance with laws shall specifically include, but not be limited to, compliance with laws pertaining to the payment of prevailing wage on public works, including, but not necessarily limited to RCW 39.12. If applicable, compliance with laws shall also specifically include, but not be limited to, compliance with laws for the procurement of contracts for architectural and engineering services, including, but not necessarily limited to RCW 39.80. If necessary, the parties shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this Agreement. Each party individually recognizes and agrees that it shall be solely and separately responsible and liable for compliance with all terms and conditions of any applicable grant(s) obtained or procured in such party's name.

19. ASSIGNMENT AND SUBCONTRACTING: No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either party.

20. DEFAULT: Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by law.

21. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

22. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

CITY OF OAK HARBOR

CITY OF ANACORTES

Bob Severns
Mayor

Laurie Gere
Mayor



City Council Contract Agenda Bill

Meeting Date: 12/23/2019 **Agenda Item:** 5f

Subject: Interlocal Agreement 19-201-LIB-001 with Anacortes School District No. 103 for the Student Card program

Staff Contact: Ruth Barefoot

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

Action Type: Interlocal Agreement

Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with the Anacortes School District No. 103 to formalize the existing Student Card program that has been in place since 2016.

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

Key Terms:

- Term is from contract execution through 8/31/22.
- The District shall compensate the City of \$3,000.00 per school year.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 19-201-LIB-001 between the City of Anacortes and the Anacortes School District No. 103.

Alternative Actions: Not approve the interlocal

Attachments: 19-201-LIB-001

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

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

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

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

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

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

1. TERM OF AGREEMENT: The term of this Agreement shall be from date at which both parties have completed execution through August 31, 2022, unless sooner terminated pursuant to the terms herein.

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

A. The District will:

- i. Provide a mechanism for parents to "opt-out" of the sharing of student data.
- ii. Allow City to engage with District personnel and students for the purposes of promoting and educating District staff and students about Library resources and their use.
- iii. Provide link to City website on District laptops.
- iv. Allow emails from Biblionix and those ending in @cityofanacortes.org to reach students for the purpose of notifying users of reserve and overdue notifications.
- v. Provide data elements in a CVS format to a secure site for upload to City database for students in grades Kindergarten-12th on a monthly basis to the City. Data shared by the parties under this Agreement shall be limited to the following data elements: Student Full Name; Student ID #; School Name; Student Date of Birth; Student Grade; Student Graduation Year; Student E-mail; Student Mailing Address.
- vi. District will not include student records that have been opted-out of the program in data transfers to City.

B. The City will:

- i. Provide access physical items and all of City's electronic library resources as agreed to for students enrolled in the District. The maximum limit of physical items will be set at either 5 or 10 items as determined by the City.
- ii. Provide supporting documents to District for promotion and education regarding the student card for parents and students in print and digital format where appropriate.
- iii. Provide necessary support for District personnel, students and City staff to enable and encourage effective use of City library resources by school staff and students.
- iv. Abide by any restrictions set forth by District in terms of datasharing.
- v. Abide by Family Educational Rights and Privacy Act of 1974 (FERPA) and maintain the confidentiality of student data released to City.
- vi. Format student identification numbers to integrate them into City's library patron database. If this is not possible, City will provide physical library cards with unique numbers for each student.
- vii. Upload District provided student data to the City patron database at regular intervals.

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

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

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

City	District
Jeff Vogel: jeffv@cityofanacortes.org	Robert Pohl: rpohl@asd103.org

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

City	District
Diana Farnsworth: dianaf@cityofanacortes.org	KC Knudson: kknudson@asd103.org

5. PERMISSIBLE STUDENT DATA USE AND SHARING UNDER THIS AGREEMENT: Student data will be used solely for the following purposes:

- A. For inclusion in City's library patron database which is used to allow students to access electronic library resources.
- B. For program evaluation purposes.

6. OWNERSHIP OF STUDENT DATA: All student data shared as part of this agreement will remain the property of District and is intended to retain its character as FERPA protected student records, also protected under Washington law. This Agreement represents and warrants that the student data covered under this agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as [a] specified herein, [b] approved in an executed Data Sharing Agreement, or [c] as required by law.

7. CUSTODIAL RESPONSIBILITY AND STUDENT DATA STEWARDSHIP

- A. City agrees not to use the student data for any purposes other than for those specified in this agreement. In addition, City agrees to fully cooperate with District in the event that an adult individual or the parent or guardian of a child under 18 years old requests the opportunity to review his/her personally identifiable information disclosed to City by District or wishes to revoke consent to share data with City.
- B. For the purposes of this agreement and ensuring the parties compliance with the terms of this agreement and all applicable state and federal laws, the parties designate City as the custodian of their patron database. City will be responsible for the observance of all conditions for use and for establishment and maintenance of security arrangements to prevent unauthorized use of student data as specified in this agreement.
- C. While City will make its best efforts to facilitate the secure transmission of data between the parties, City is not responsible for ensuring the internal or network security of any party for breaches of security occurring prior to the confirmed receipt of or access to data.
- D. City and District will inform each other, in writing, of the staff member(s) assigned to each role, as well as changes in staffing for these roles. City and District agree that roles specified may be performed by multiple staff members.

8. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. Any property owned and used by the City of Anacortes in connection with this Agreement shall remain the property of the City of Anacortes, any property owned and used by the District shall remain the property of the District, unless otherwise specifically provided for in this Agreement.

9. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

10. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

11. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability, loss, and/or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.

12. TERMINATION: Any party hereto may terminate this Agreement upon sixty (60) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the

party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, except that the duty to indemnify pursuant to paragraph 11 shall survive such termination.

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

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

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

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

17. ASSIGNMENT AND SUBCONTRACTING: No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either party.

18. DEFAULT: Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by law.

19. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

20. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

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

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

ANACORTES SCHOOL DISTRICT No. 103

CITY OF ANACORTES

Mark Wenzel, Superintendent

Laurie Gere, Mayor

Date

Date

O a t h O f O f f i c e

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

I, Jeremy Carter,

Do Solemnly Swear I Will Support

The Constitution and Laws of the United States,

The Constitution and Laws of the State of Washington,

The Ordinances of the City of Anacortes;

And I Will Faithfully and Impartially

Perform and Discharge

The Duties of the Office of

Councilmember

For the City of Anacortes,

To the Best of My Ability.

So Help Me God.



Jeremy Carter

*Subscribed and Sworn To Before Me This
23rd Day of December, 2019*



Steven D. Hoglund, City Clerk, City of Anacortes

O a t h O f O f f i c e

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

I, Christine Cleland-McGrath,

Do Solemnly Swear I Will Support

The Constitution and Laws of the United States,

The Constitution and Laws of the State of Washington,

The Ordinances of the City of Anacortes;

And I Will Faithfully and Impartially Perform

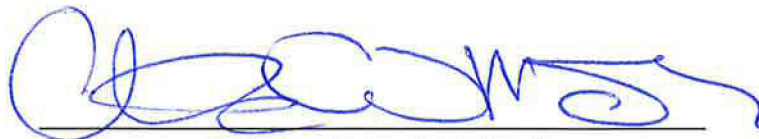
And Discharge the Duties of the Office of

Councilmember

For the City of Anacortes,

To the Best of My Ability.

So Help Me God.



Christine Cleland-McGrath

Subscribed and Sworn To Before Me This
23rd Day of December, 2019


Steven D. Hoglund, City Clerk, City of Anacortes

Oath Of Office

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

I, Carolyn Moulton,

Do Solemnly Swear I Will Support

The Constitution and Laws of the United States,

The Constitution and Laws of the State of Washington,

The Ordinances of the City of Anacortes;

And I Will Faithfully and Impartially Perform

And Discharge the Duties of the Office of

Councilmember

For the City of Anacortes,

To the Best of My Ability.

So Help Me God.



Carolyn Moulton

*Subscribed and Sworn To Before Me This
23rd Day of December, 2019*



Steven D. Hoglund, City Clerk, City of Anacortes

O a t h O f O f f i c e

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

I, Ryan Walters,

Do Solemnly Swear I Will Support

The Constitution and Laws of the United States,

The Constitution and Laws of the State of Washington,

The Ordinances of the City of Anacortes;

And I Will Faithfully and Impartially Perform

And Discharge the Duties of the Office of

Councilmember

For the City of Anacortes,

To the Best of My Ability.

So Help Me God.



Ryan Walters

*Subscribed and Sworn To Before Me This
23rd Day of December, 2019*



Steven D. Hoglund, City Clerk, City of Anacortes



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning January 6, 2020

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

January 6, 2020

- Presentation: Anacortes Robotics Booster Club (Discussion)
- Ordinance 3052: Updating AMC Chapter 12.50, Street and Alley Vacation (Discussion/Possible Action)

January 13, 2020

- Presentation: 2020 Census (Discussion)

January 21, 2020

January 27, 2020

- Presentation: Community Action of Skagit County (Discussion)

February 3, 2020

- Port of Anacortes Northwest Basin Redevelopment Plan Presentation (Discussion)

February 10, 2020

- State Auditor Presentation on Infrastructure and Security of City Computer Network (Discussion)
- Executive Session (30 Minutes) beginning 6:00 p.m. : Infrastructure and Security of City Computer Network (RCW 42.30.110(a)(ii))

February 18, 2020

February 24, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Dec 23, 2019, 12:00 AM, CANCELLED
- Finance, Wednesday, Dec 25, 2019, 12:00 AM, CANCELLED
- Public Works, Monday, Jan 6, 2020, 5:00 PM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Jan 7, 2020, 8:30 AM, Port of Anacortes
- Finance, Wednesday, Jan 8, 2020, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Jan 13, 2020, 5:00 PM, Main Conference Room, City Hall
