



Next Ord: 2078-24
Next Res: 1150-24

CITY COUNCIL AGENDA

July 24, 2024

6:00 PM

**Sedro-Woolley Municipal Building
Council Chambers
325 Metcalf Street**

- a. Call to Order**
- b. Pledge of Allegiance**
- c. Roll Call**
- d. Approval of Agenda**
- e. Consent Agenda**

Note: Items on the Consent Agenda are considered routine in nature and may be adopted by the Council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the Regular Agenda will consider any item so removed after the Consent Agenda.

- 1. Minutes - Regular City Council Meeting - June 26, 2024
- 2. Interlocal Agreement - Skagit County - EMS 2025-2030
- 3. Appointment to Sedro-Woolley Housing Authority Commission - Debra Lancaster
- 4. Appointment to Sedro-Woolley Arts Commission - Jo Ann Lazon
- 5. Appointment to Sedro-Woolley Arts Commission - Randy Collins
- 6. Grant Submittal Authorization - TIB - Urban Arterial Program and Arterial Preservation Program

- f. Introduction of Special Guests and Presentation**

- 1. SWIFT Center News and Update - Port of Skagit Communications Director Linda Tyler

- g. City Administrator Report**

- 1. Street Lights

- h. Councilmember and Mayor's Report**

- i. Proclamation(s)**

- j. Public Comments**

Please keep comments to three minutes or less. Because State law prohibits the use of city facilities for the purpose of supporting or opposing a campaign or ballot proposition, we respectfully request that public comment not make reference to such matters.

Written comments will be accepted by letter or via email at finance@sedro-woolley.gov Attn: 'Public Comment.'

- k. Public Hearing(s)**

City of Sedro-Woolley

City Council - July 24, 2024

l. Unfinished Business

m. New Business

1. Possible Donation of Land to Helping Hands Food Bank
2. Professional Services Agreement - RH2 Engineers Inc. - WWTP Engineering Report and Upgrade Design

n. Information Only Items

1. Growth Management Act Steering Committee (GMASC) Proposed Revisions to Countywide Planning Policies

o. Executive Session

1. Discussion with Legal Counsel About Current or Potential Litigation (RCW 42.30.110(1)(i)).

p. Adjournment

Next Meeting(s) City Council and Strategic Planning Committee - August 14, 2024

The City of Sedro-Woolley complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, limited English proficiency, age, disability, or sex. The City of Sedro-Woolley doesn't exclude people or treat them differently because of race, color, national origin, limited English proficiency, age, disability, or sex.

The City of Sedro-Woolley also complies with applicable state laws and doesn't discriminate on the basis of creed, gender, gender expression or identity, sexual orientation, marital status, religion, honorably discharged veteran or military status, or the use of a trained dog guide or service animal by a person with a disability.

Join Zoom Meeting:

<https://zoom.us/j/91786850179?pwd=Vys0Y29XalZmQTRmemJBM2txVDIUQT09>

or dial by location at:

- +1 253 215 8782 US (Tacoma)
- +1 669 900 6833 US (San Jose)
- +1 346 248 7799 US (Houston)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)

Meeting ID: 917 8685 0179

Passcode: 091845



City Council Agenda Item

Agenda Item No.: e.1.

Date: July 24, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Regular City Council Meeting - June 26, 2024

RECOMMENDED ACTION:

Motion to approve City Council Meeting minutes for the Regular City Council meeting held on June 26, 2024.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

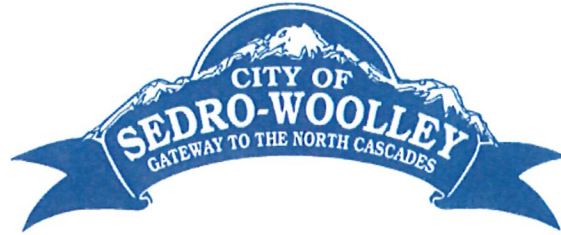
Minutes recorded for the Regular City Council Meeting, held on June 26, 2024.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. 6-26-2024 Regular City Council minutes



Regular Meeting of the City Council
June 26, 2024 - 6:00 PM Hybrid Meeting

a. Call to Order

Mayor Julia Johnson called the meeting to order at 6:00 P.M.

b. Pledge of Allegiance

c. Roll Call

Present: Mayor Julia Johnson, Councilmembers JoEllen Kesti, Paul Cocke, Kevin Loy, Joe Burns, Sarah Diamond, Allan Henderson, and Nick Lavacca.

d. Approval of Agenda

Approval of the Agenda with the addition of an executive session.

Motion made by Councilmember Burns and seconded by Councilmember Kesti to approve the agenda with the addition of an executive session. Motion carried (7-0).

e. Consent Agenda

Note: Items on the Consent Agenda are considered routine in nature and may be adopted by the Council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the Regular Agenda will consider any item so removed after the Consent Agenda.

Motion to approve the consent agenda made by Councilmember Cocke and seconded by Councilmember Lavacca. Motion carried (7-0).

Councilmember Cocke requested the amount the city has received so far on the national opioid settlement. City Administrator Charlie Bush will collect the information and share with Council.

1. Minutes - City Council Study Session - June 5, 2024
2. Minutes - Regular City Council Meeting - June 12, 2024
3. Check Register - Regular
4. Purchase Order - Rotor Parts from Applied Industrial Technologies
5. IT Equipment Surplus - Resolution 1149-24
6. Settlement Agreement - Kroger Co. - National Opioid Settlement

7. Amend SWMC Section 8.05.070 Compost Procurement Reporting - Ordinance 2075-24 - 2nd Read

f. Introduction of Special Guests and Presentation

g. City Administrator Report

1. Revisions to Council Calendar

The City Administrator Charlie Bush had a discussion with the City Council about the revisions to the Council Calendar. The revisions are as follows.

Motion to approve a Joint City Council Study Session and Planning Commission meeting on Tuesday, August 20, 2024. Motion made by Councilmember Lavacca and seconded by Councilmember Burns. Motion carried (7-0).

Motion to cancel the August 28th, 2024, City Council meeting made by Councilmember Lavacca and seconded by Councilmember Burns. Motion carried (7-0).

Motion to authorize the August 28th, 2024, vouchers to be paid in advance of the September 4th, 2024, City Council meeting. Motion made by Councilmember Burns and seconded by Councilmember Cocke. Motion carried (7-0).

h. Councilmember and Mayor's Report

Councilmember Loy wanted to thank Public Works Director Mark Freiburger for all he has done for the city.

Councilmember Diamond wanted to thank Public Works Director Mark Freiburger for all of his hard work and dedication to the city and then asked to be excused from the July 10th, 2024 City Council meeting.

Motion made by Councilmember Lavacca and seconded by Councilmember Kesti to excuse Councilmember Diamond's absence at the July 10th, 2024 City Council meeting. Motion carried (6-0).

Councilmember Diamond shared concerns about the high density of housing and speeding on State St and Ferry St.

Councilmember Cocke wanted to thank Public Works Director Mark Freiburger and acknowledged the projects he had completed within the city.

Councilmember Cocke welcomed the new Public Works Director, Bill Bullock, and shared school is out, please drive safely and watch for children.

Councilmember Burns shared his appreciation of Public Works Director Mark Freiburger and shared concerns about speeding on Township St and shared complaints about the traffic lights on HWY 20 and Township St.

Councilmember Lavacca stated it was wonderful working with Public Works Director Mark Freiburger and mentioned Community Development Director Tom Glover did a great job getting the Comprehensive Plan Open House together for July 15, 2024. Councilmember Lavacca shared citizen concerns about the Trail Rd gas station lights from surrounding houses.

Councilmember Henderson had nothing to report.

Councilmember Kesti congratulated Public Works Director Mark Freiburger on his retirement and thanked him for all his work for the city and welcomed Public Works Director Bill Bullock.

Mayor Julia Johnson shared events happening for the July 4th celebrations and wanted to thank Community Development Director Tom Glover for getting the Comprehensive Ppen House Plan together as well as the surveys out to residents.

Mayor Julia Johnson wanted to recognize Public Works Director Mark Freiburger again, and thank him and his team for all the hard work they have done in the city, and she stated he is leaving a legacy, and shared that the city had become the benefactor of what he and his team have accomplished.

i. Proclamation(s)

j. Public Comments

Please keep comments to three minutes or less. Because State law prohibits the use of city facilities for the purpose of supporting or opposing a campaign or ballot proposition, we respectfully request that public comment not make reference to such matters.

Written comments will be accepted by letter or via email at finance@sedro-woolley.gov Attn: 'Public Comment.'

A public comment was held.

k. Public Hearing(s)

l. Unfinished Business

1. Amendments to Title 17 SWMC to Address Work/Live Units - Ordinance 2046-23 - 2nd Read, Action Requested

Planner Nicole McGowan presented the amendments to title 17 SWMC to address work / live units, Ordinance 2046-23. In the presentation, the City Councilmembers requested some changes in section 1 #2 to make the verbiage change from business to residential, section 1 #9 to be struck from the Municipal Code, revise the studio parking requirement from 1 to 2 spaces and in multifamily units, and regarding visitor and overflow parking change from 1 space per 8 units to 1 space per 6 units.

Motion made to approve Ordinance 2046-23, implementing the Planning Commission

recommended amendments to Title 17 SWMC to define work / live unit, provide regulatory conditions for work / live units, and remove live / work units from the Mixed Commercial permitted uses. With the following revisions to section 1 # 2, changing the word from business to residential portion unit shall not exceed 50 percent of the area of the entire work / live unit, changing studio apartment parking requirements from one space to two spaces, and changing visitor overflow parking from one space per 8 units to one space per 6 units and striking number #9 for 1500 square foot maximum from the Municipal code.

Motion made by Councilmember Burns and seconded by Councilmember Cocke. Motion carried (6-1). Councilmember Loy opposed.

2. 2025-2030 Six-Year Transportation Improvement Program - 2nd Read and Possible Action

Public Works Director Mark Freiburger presented the 2025-2030 six-year transportation improvement program.

Motion to approve and adopt Resolution 1146-24 adopting the 2025-2030 Transportation Improvement Program. Motion made by Councilmember Lavacca and seconded by Councilmember Henderson. Motion carried (7-0).

m. New Business

1. Professional Services Agreement - Stormwater Management Plan Update– Gray & Osborne

Director of Public Works Bill Bullock spoke about the professional services agreement, storm water management plan update with Gray and Osborne.

Motion made to approve authorization for Mayor Julia Johnson to execute a contract with Gray and Osborne for engineering and planning services on the Stormwater Management Plan Update for an amount not to exceed \$149,985. Motion made by Councilmember Henderson and seconded by Councilmember Cocke. Motion carried (7-0).

2. Site Host Agreement - EVCS - Electric Vehicle Chargers

City Administrator Charlie Bush shared updates on the site host agreement regarding electric vehicle chargers and Lorrie McKay from Cyan Strategies and EVCS Charlie Botsford answered questions made by Councilmembers.

Motion to approve and authorize Mayor Julia Johnson to execute the site host agreement with Electric Vehicle Charging Solutions Inc. Motion made by Councilmember Cocke and seconded by Councilmember Burns. Motion carried (7-0).

3. Change Order No. 1 – 2024 Pavement & Pedestrian Improvements Project

Public Works Director Bill Bullock gave an update on Change Order 1, 2024 pavement and

pedestrian improvement projects.

Motion to approve and authorize Director of Public Works Bill Bullock to sign Change Order 1 for Contract 2024-PW, 2024 Pavement and Pedestrian Improvements Project to add Schedule G for additional curb ramp upgrades and installations in the amount of \$139,070.00 including sales tax for new contract total of \$1,385,098.50. Motion made by Councilmember Burns and seconded by Councilmember Diamond. Motion carried (7-0).

4. Update Master Fee Schedule - Resolution 1147-24 - 1st Read

Finance Director Kelly Kohnken shared updates and revisions related to accessory dwelling units to ensure compliance with RCW 36.70A.681.

Motion to approve updated Master Fee Schedule, Resolution 1147-24. Motion made by Councilmember Kesti and seconded by Councilmember Henderson. Motion carried (7-0).

5. Purchase - 2025 ERR Police Vehicles

Police Chief Dan McIlraith shared information about the purchase of 2025 ERR Police Vehicles.

Motion to approve and authorize Police Chief Dan McIlraith to purchase three police vehicles for the amount of \$189,998.10. Motion made by Councilmember Henderson and seconded by Councilmember Burns. Motion carried (7-0).

6. Draft 2025-2026 City Council Goals and Work Plan

City Administrator Charlie Bush discussed with the City Council the draft of the 2025-2026 City Council Goals and Work Plan.

No action was taken.

n. Information Only Items

o. Executive Session

1. Discussion with Legal Counsel About Current or Potential Litigation (RCW 42.30.110(1)(i)).

At 8:02pm, Mayor Julia Johnson, announced the City Council along with City Attorney Nikki Thompson and City Administrator Charlie Bush would be in executive session for 10 minutes to return at 8:12pm.

At 8:12pm, Mayor Julia Johnson, announced they would be extending the executive session for 5 more minutes to 8:17pm.

At 8:18pm, Mayor Julia Johnson, announced they would be extending the executive session for 10 more minutes to 8:27pm.

At 8:30pm, Mayor Julia Johnson, announced they would be extending the executive session for 10 more minutes to 8:40pm.

At 8:41pm, Mayor Julia Johnson, returned and announced there was a decision made regarding current or potential litigation (RCW 42.30.110(1)(i)).

Motion by Councilmember Burns and seconded by Councilmember Henderson to add to the MDL the 18 defendants to the Keller Robrback multidistrict litigation. Motion carried (7-0).

p. Adjournment

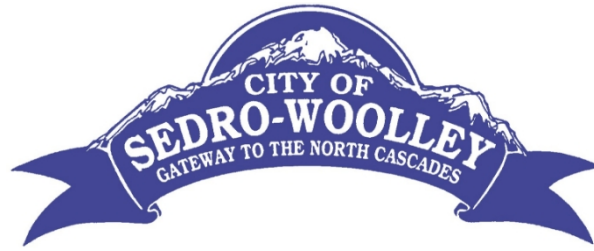
The meeting adjourned at 8:41 P.M.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.2.

Date: July 24, 2024

From: Frank Wagner, Fire Chief

Subject: Interlocal Agreement - Skagit County - EMS 2025-2030

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to execute/sign an emergency medical services contract for 2025-2030 with Skagit County.

ISSUE:

With the Skagit County EMS Levy renewal being approved by voters for years 2025-2030 we are in need of renewing our contract for provision of Ambulance services for the next 6 years. Our current contract expires at the end of this year, which provides the necessary funding that subsidizes our ability to provide ambulance services; augmenting fees for services through medical insurance billing and cost reimbursements.

BACKGROUND/SUMMARY INFORMATION:

The City of Sedro-Woolley entered into our first Interlocal Agreement with Skagit County EMS for Ambulance Transport starting in 2019. This occurred when we assumed Advanced Life Support services through the dissolution of Central Valley Ambulance Authority who had provided these services previously.

FISCAL IMPACT, IF APPROPRIATE:

This contract has an annual revenue for the City of Sedro-Woolley starting at \$1,625,794 in 2025. Each of the following five years will have a 4% increase.

ATTACHMENTS:

1. Countywide EMS Interlocal Agreement 2025-2030 Final 7.1.24

**SKAGIT COUNTY
INTERLOCAL AGREEMENT
FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES**

This Interlocal Agreement for the provision of Emergency Medical Services throughout Skagit County ("Agreement") is made and entered into by and between Skagit County ("County"); and "Provider(s)" which includes the City of Anacortes; the City of Burlington, the City of Mount Vernon, the City of Sedro-Woolley; and Aero Skagit, a not-for-profit Corporation, hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, RCW 39.34 authorizes local governments to enter into agreements for joint and cooperative undertakings; and

WHEREAS, statutes and regulations concerning the provision of emergency medical services and trauma care include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

WHEREAS, the County, with approval from the voters of Skagit County and as authorized by RCW 84.52.069, collects a countywide Emergency Medical Services (EMS) levy, which is independently accounted for in the "EMS Fund"; and

WHEREAS, on July 25, 2018, the Skagit County Board of County Commissioners enacted Ordinance No. 020180008, which created a fire-based emergency medical services delivery model; and

WHEREAS, the Board of Skagit County Commissioners (BOCC) is responsible for disbursing EMS levy funds, ensuring a unified and integrated EMS system on a county-wide basis, and fulfilling administrative and oversight functions of the EMS system; and

WHEREAS, the existing EMS levy expires on December 31, 2024, and the voters of Skagit County have approved a replacement EMS levy that begins on January 1, 2025 and expires on December 31, 2030; and

WHEREAS, the Cities each represent that they currently operate municipal fire departments with qualified and experienced operational personnel through which they currently provide both basic life support (BLS) and advanced life support (ALS) level responses and transports; and

WHEREAS, Aero Skagit operates as a nonprofit corporation for the provision of both basic life support (BLS) and advanced life support (ALS) responses and transports in the East portion of Skagit County; and

WHEREAS, changing demographics in the County, along with a desire for greater utilization of tiered response, has resulted in changes in the nature of service delivery, expectations for service, and capacity of various agencies to deliver service, all of which have driven the need to reconstruct the contractual relationship with Parties through an updated, sustainable model of still-unified EMS system to deliver emergency medical services through the cities and the unincorporated areas of the County; and

WHEREAS, this Agreement will replace and supersede the previous Interlocal Agreement for EMS services; and

WHEREAS, the Parties to this Agreement are willing to work cooperatively to deliver seamless, countywide EMS services with funding from the EMS levy as outlined in this Agreement. EMS revenues are not intended to supplant current fire department funding; however, this model creates certainty, consistency, and economy of scale in the provision of Emergency Medical Services.

THEREFORE, in consideration of the terms, conditions, covenants, and obligations contained herein, the Parties mutually agree as follows:

AGREEMENT

1. **PURPOSE:** The purpose of this Agreement is to continue a unified system of delivery of both BLS and ALS emergency medical services and transport throughout Skagit County to be performed by Providers pursuant to Exhibit A, " Scope of Work" and as otherwise specified in this Agreement.
2. **TERM OF AGREEMENT:** The term of this Agreement shall commence January 1, 2025 and shall continue until December 31, 2030.
3. **MANNER OF FINANCING:** Providers shall be compensated as detailed in "Exhibit C, Compensation".
4. **DEFENSE & INDEMNITY AGREEMENT:** To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other party, its 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 are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the Parties, each Party shall pay its proportionate share of any damages awarded. The Parties agree to maintain a consolidated defense to claims made against them and reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon the apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

Parties to this Agreement are fully responsible for any liability related to subcontracting the work in this Agreement. Any indemnification agreed to between a primary party to this Agreement and their subcontractor does not supersede nor negate the indemnification in this Agreement.

The Parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

5. **TERMINATION:** This Agreement may be terminated prior to the expiration of the Agreement Term for the following listed reasons. Termination of a Provider shall not invalidate this Agreement in regard to the other non- terminating Providers.

5.1 Termination for Public Convenience: Any Party may terminate this Agreement for public convenience by giving 18 months' 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.

5.2 Termination for Default: Subject to paragraphs 6, 7 & 8 of this Agreement, County may terminate this Agreement if Provider fails to perform or adhere to the requirements detailed in this Agreement. Providers may terminate this Agreement due to default of the County

5.3 Immediate Termination: The County may immediately terminate this Agreement in regard to any Provider that is unable to perform the required services for any of the below listed reasons. If the County elects to invoke immediate termination the Agreement shall be deemed terminated upon notice of such to Provider.

5.3.1 Provider not having a valid Advanced Life Support level trauma-verified ambulance service license issued by the Washington State Department of Health

5.3.2 Inability to bill Medicare

6. **DILIGENT ENDEAVORS**

The undersigned Parties hereby enter a mutual covenant, undertaking to conduct all interactions with one another in a manner consistent with good faith principles. The Parties commit to undertaking all reasonable efforts to expeditiously and amicably resolve any disputes that may arise, with a view to fostering a mutually advantageous and enduring collaborative partnership.

7. **EMS STANDARDS**

It is further agreed by all Providers hereto that they shall abide by the applicable standards and requirements of the Washington State Department of Health (hereinafter referred to as "DOH"), as set forth in Chapter 246-976 WAC regarding Emergency Medical Services and Trauma Care Systems, and all policies and protocols established by the DOH appointed EMS Physician Medical Program Director (hereinafter referred to as "MPD") in accordance with Chapter 246-976-920 WAC "Medical program director."

8. **VENUE AND DISPUTE RESOLUTION:**

This paragraph establishes the sole and exclusive remedy for disputes arising under this Agreement, except as otherwise set forth in paragraphs 6 & 7. Both in the event of any dispute arising under this Agreement and prior to any termination for cause, except immediate termination as set forth in paragraph 5. 3, the Parties shall, as a material condition precedent to any suit or termination for cause under this Agreement, provide formal written notice of the dispute to the other party, and engage in formal mediation using a mutually agreed upon mediator. If the Parties are unable to agree on a mediator within fifteen (15) days of written notice, any party may bring suit in Snohomish County Superior Court for the sole purpose of seeking appointment of a mediator. If the Parties are unable to resolve their differences within thirty (30) days after mediation: (1) venue and jurisdiction for any action arising under this Agreement shall lie in the Courts of Snohomish County, Washington, and (2) a termination for cause may be imposed. In the event of any dispute arising under this Agreement, each Party shall be responsible for its own attorney fees, costs, expert witness fees, and all other costs related to the dispute. The Parties shall divide mediation costs evenly. This Agreement shall be governed by the laws of the State of Washington.

9. **SUBCONTRACTING:**

Provider may subcontract all or a portion of the services. Provider must give County 60 days advance written notice of its intent to subcontract which shall include the name (s) of such subcontractor (s). Provider shall require that their subcontractors be bound by same terms and conditions contained in this Agreement including insurance and indemnification requirements. Provider subcontractors must be part of the County dispatch system have all required licenses and training required under state and MPD protocols and must be under MPD authority. If

Provider subcontracts all or a portion of the services pursuant to this Agreement to a non- public entity, Providers subcontractors must name the County as an additional insured on all required policies (unless specifically waived in writing by Skagit County' s Risk Manager) and must be bound by the applicable Exhibit E1 Insurance (Public Agencies that are full members of a governmental risk pool or Exhibit E2 Insurance (Nonpublic agencies or providers that are not full members of a governmental risk pool). The mutual aid agreements and automatic aid agreements between and among the Parties in effect prior to January 1, 2025 are not subject to this paragraph and shall not constitute default of this Agreement.

10. **CONSENT TO ALLOW PROVIDERS TO OPERATE AMBULANCE SERVICES IN OTHER PROVIDERS BOUNDARIES:** By signing this Agreement, Providers agree to allow the other Providers (and their subcontractors) to operate ambulance services in their boundaries.
11. **INSURANCE:** Providers agree to be bound by the insurance requirements set forth in the applicable Exhibit E1 Insurance (Public Agencies that are full members of a governmental risk pool) or Exhibit E2 Insurance (Nonpublic agencies or providers that are not full members of a governmental risk pool).
12. **LOCAL EMS & TRAUMA CARE COUNCIL ADVISORY BOARD & NORTH REGION EMS & TRAUMA CARE COUNCIL:** Providers are encouraged, but not required, to participate in the Skagit County EMS & Trauma Care Council Advisory Board and the North Region EMS & Trauma Care Council, subject to the membership requirements of their respective bylaws.
13. **INDEPENDENT CONTRACTOR:** The Provider' s services shall be furnished by the Provider as an independent Provider and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder, and all services performed shall be made and performed pursuant to this Agreement by the Provider as an independent contractor.
14. **NO GUARANTEE OF EMPLOYMENT:** The performance of all or part of this contract by the Provider shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Provider or any employee of the Provider or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
15. **PROVIDER ACKNOWLEDGMENT:** The Provider acknowledges that the entire compensation for this Agreement is specified in Exhibit "C" and the Provider is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Skagit County employees.
16. **RIGHT TO REVIEW:** The County or its designee shall have the right to review and monitor the financial and service components of this Agreement. Such review shall occur with three days' notice; (absent cause) and may include, but is not limited to, onsite inspection by County agents or employees during Provider' s normal business hours, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. County will conduct such review or execute necessary agreements as needed in order for such review to be HIPAA- compliant. Provider shall preserve and maintain all financial records and records relating to the performance of work under this Agreement pursuant to the Washington State record retention schedule, and shall make them available for such review, within Skagit County, State of Washington, upon request.
17. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties.

Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

18. **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.
19. **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.
20. **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, or other representative of the Parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.
21. **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, property owners and/ or residents located at or in the vicinity of the services provided, or any agent, provider, subcontractor, consultant, volunteer, or other representative of either party. Response times set forth in this Agreement or later agreed among the Parties are targets and do not constitute an admission or representation that any response time constitutes an ordinary standard of care for the community. Response times set forth in this Agreement or later agreed shall not constitute nor is intended to create a special relationship or duty to any persons or class of persons.
22. **NEUTRAL AUTHORSHIP:** Each of the terms of 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 the Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction of 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.
23. **SURVIVAL:** The provisions of paragraphs 3, 4, 13, 16, 20, and 21 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.
24. **COUNTERPARTS:** This Agreement may be executed in counterparts by the Parties.

DATED this ____ day of _____, 2024.

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

Peter Browning, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

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

County Administrator

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

DATED this _____ day of _____, 2024.

APPROVED:

CITY OF ANACORTES, WASHINGTON

Mayor

Approved as to form:

Attest:

City Attorney

City Clerk

CONTRACTOR

(Aero Skagit Emergency Services)

Board President

Date

Print Name of Signatory

Mailing Address:

P.O. Box 705
Concrete, WA 98237

Telephone No. (360) 853-8831
Fed. Tax ID # 91-1200257
Contractor Lic. # 600 087 833

DATED this _____ day of _____, 2024.

APPROVED:

CITY OF MOUNT VERNON, WASHINGTON

Mayor

Approved as to form:

Attest:

City Attorney

City Clerk

DATED this _____ day of _____, 2024.

APPROVED:

CITY OF SEDRO-WOOLLEY, WASHINGTON

Mayor

Approved as to form:

Attest:

City Attorney

City Clerk

DATED this _____ day of _____, 2024.

APPROVED:

CITY OF BURLINGTON, WASHINGTON

Mayor

Approved as to form:

Attest:

City Attorney

City Clerk

EXHIBIT A: SCOPE OF WORK

Providers shall provide trauma-verified ambulance services on a twenty-four (24) hours per day, (7) days per week basis, with appropriate personnel, ambulances, and equipment in accordance with WAC Chapter 246-976, North Region EMS & Trauma Care Patient Care Procedures, and other applicable laws, regulations, ordinances, and established policies of the Skagit County Medical Program Director when authorized by state law.

A. Definitions:

- a. **“ALS”** is Advanced Life Support
- b. **“BLS”** is Basic Life Support
- c. **“Call”** is defined as a unique call ID assigned by Skagit 911. If the Provider with more than one unit, it will be counted as only one call.
- d. **“CQIP”** is Coordinated Quality Improvement Plan
- e. **“DOH”** is Department of Health
- f. **“EMS”** is Emergency Medical Services
- g. **“Enroute Time”** is defined as the time the responding personnel are on board their assigned apparatus and driving to the incident.
- h. **“Geographic Service Area”** is defined as the Provider’s combined primary and secondary response areas as shown in Exhibit D.
- i. **“In-service unit”** is defined as a unit that is appropriately staffed and equipped and is available for immediate dispatch and response.
- j. **“Medical Program Director”** or **“MPD”** is a physician recognized to be knowledgeable in the county’s administration and management of pre-hospital emergency medical care and services and functions under RCW 18.73.212 and WAC 246-976-920 as appointed by the Washington State Department of Health.
- k. **“Patient”** is defined as a person who has been encountered by an EMS professional and potentially requires a medical evaluation. This includes determination of death, an auto accident, lift assist, ground level fall, etc.
- l. **“Recommended Unit Dispatch”** is a module within the CAD system that prioritizes which unit to dispatch to an incident based on established parameters including but not limited to the real-time GPS location of the unit to the location of the call.
- m. **“Response Time”** is defined as the time interval between the activation of pagers/station alerting devices of the assigned unit to when the unit arrives at the scene (“Tone Time” to “Arrived”).
- n. **“Rural Response Areas”** are defined as an unincorporated or incorporated area with a total population of less than ten thousand (10,000) people, or with a population density of less than one thousand (1,000) people per square mile.
- o. **“Suburban Response Areas”** are defined as incorporated or unincorporated area with a population of ten thousand (10,000) to twenty-nine thousand nine hundred ninety-nine (29,999) or any area with a population density of between one thousand and two thousand people per square mile.

- p. **"Time on task"** is defined as the time from when a unit is assigned to a call until that unit is available for another response.
- q. **"Tone Time"** is defined as the time of activation of pagers/station alerting devices of the assigned unit.
- r. **"Travel Time"** is defined as the time interval between when responding personnel are on board their assigned apparatus and driving to the incident to when the unit arrives at the scene ("Enroute" to "Arrived").
- s. **"Turnout Time"** is defined as the time interval between the activation of pagers/station alerting devices to when the responding personnel are on board their assigned apparatus and driving to the incident ("Tone Time" to "Enroute").
- t. **"Unavailable in the CAD system"** is defined as when a Provider's unit is not available to be assigned to an incident.
- u. **"Urban Response Areas"** are defined as (a) an incorporated area over thirty thousand (30,000) population or (b) an incorporated or unincorporated area of at least ten thousand (10,000) population and a population density over two thousand (2,000) people per square mile.
- v. **"WEMSIS"** is Washington EMS Information System, a state EMS data repository managed by the Department of Health.
- w. **"Wilderness Response Areas"** are defined as any rural area not readily accessible by public or private maintained road.

B. Response Performance:

1. Unless all of Provider's units are unavailable in the CAD system or already assigned to a call, Providers shall respond to ALS and BLS calls they are dispatched to in accordance with mutually agreed upon recommended unit dispatch plans.
2. Parties recognize that variation in response times for each Provider are likely to occur due to variation in call volume and geography. Providers will strive to meet or exceed the following minimum agency response times for all EMS and trauma responses within their geographic services area as shown in Exhibit D:
 - a. To urban response areas: Ten (10) minutes or less, eighty (80) percent of the time;
 - b. To suburban response areas: Twenty (20) minutes or less, eighty (80) percent of the time;
 - c. To rural response areas: Forty-five (45) minutes or less, eighty (80) percent of the time;
 - d. To wilderness response areas: As soon as possible.

C. Operations

1. Provider agrees that they are responsible to meet all local, state, and federal requirements for records retention and that the County possessing copies of any records does not release the Provider from that responsibility.
2. Provider, on reasonable request, will make available to County, proof that the Provider is in compliance with any or all local, state, or federal rules and regulations or laws pertaining to operation of their agency, as it pertains to this contract.
3. Provider shall notify the County's EMS Director in writing within 3 business days when a

certified individual affiliated with their agency is disciplined for circumstances that would constitute unprofessional conduct under RCW 18.130.180 of the Uniform Disciplinary Act.

D. Patient Care Documentation

1. Providers agree to utilize a WEMSYS-compliant electronic patient care reporting system and to follow MPD-approved patient care protocols and guidelines related to patient care documentation.
2. Parties agree to work together toward continuous improvement of EMS data quality and overall optimization of the designated EMS patient care data collection system.

E. Coordinated Quality Improvement Plan (CQIP)

1. Providers will participate in the periodic review and update of an MPD Coordinated Quality Improvement Plan (CQIP) as approved by DOH.
2. Parties will work cooperatively and participate in the continuous quality improvement of emergency medical services within Skagit County.
3. Providers will strive to meet or exceed clinical performance measures and key performance indicators as outlined in the MPD CQIP.
4. County reserves the right at the MPDs discretion to require additional provider quality assurance checks. When this is required, Providers will be given a minimum of 30 days notice and training on what the additional assurance checks are and how to perform them.

F. Medical Director

1. County will contract with one or more qualified physicians appointed by the DOH to serve as the EMS physician Medical Program Director (MPD) / Physician MPD Delegate (MPDD).
2. Providers may participate in the review and periodic revision of the MPD and MPDD contract Scope of Work and to provide feedback related to EMS system clinical oversight and MPD/MPDD performance.
3. If the majority of Providers do not feel the MPD/MPDD is meeting the collective needs of the Providers, an adjustment to the MPD/MPDD contract, not to exclude compensation will be made.

G. Medical Protocols

1. Providers will participate in the review and periodic update of EMS Protocols, Patient Care Guidelines and Procedures in coordination with the MPD or his/her designee.
2. All Providers EMS-credentialed field personnel will provide medical care in accordance with the EMS Protocols, Patient Care Guidelines and Procedures established by the MPD and approved by the DOH.
3. County will provide training materials related to approved medical protocols to each Provider.
4. Any protocol change will have a minimum of sixty (60) days' notice to Providers.
 - a. Parties recognize that extenuating circumstances may occur where the expedient implementation of protocol changes is required. In such cases, as much notice as reasonably possible will be given to Providers.

- b. In all cases of protocol change, County will provide appropriate training on the protocol change(s).

H. EMS Continuing Education & Training

1. County will develop and maintain an MPD and DOH approved Ongoing Training and Evaluation Program (OTEP) for EMS continuing education for the EMR, EMT, and Paramedic certification levels.
2. WAC 246-976-161 allows for credentialed EMS personnel to complete one of two methods of continuing education for the purposes of recertification of their EMS credential. Provider will require affiliated EMS-credentialed field personnel to either (a) participate in the approved Skagit County EMS OTEP and required skills maintenance or (b) to complete the Continuing Medical Education (CME) method and required skills maintenance for each certification period.
3. County will provide, at its sole expense by use of EMS levy funds, access to a county-wide online learning management (LMS) system for the delivery of MPD-approved EMS continuing education and training material for all Provider affiliated EMS-credentialed field personnel.
 - a. Providers will notify County of any changes in Provider affiliated EMS-credentialed field personnel for the purpose of maintaining access to the county-wide LMS.

I. Credentials / Licensing

1. At all times, Provider personnel performing medical services under this Agreement shall be certified to practice in the State of Washington and Skagit County when required or allowed by law.

J. Equipment and Supplies

1. Provider is responsible to purchase and maintain all equipment, vehicles, supplies, and software needed to provide services to fulfill the contract.
2. From time to time the Medical Program Director may require through patient care protocols the implementation of new supplies and/or equipment above and beyond the minimum DOH requirements specified in WAC 246-976-300. In these instances, the initial purchase to outfit Provider(s) will be funded either directly by County for distribution to Provider(s) (includes the use of grant funding secured by County on behalf of Provider(s) such as North Region EMS & Trauma Care Council), or funded by the Provider(s) with reimbursement provided by County upon receipt of documentation of actual expenses paid by Provider(s).

K. Federal Funding and HIPAA

1. Provider is responsible for complying with all current rules and regulations associated with providing services for recipients of and being reimbursed by Medicare, Medicaid and other state and federally funded programs, and any amendment thereto.
2. Parties will comply with all applicable rules and regulations. Parties agree to adhere to any specific HIPAA protocols, including any required training related to transmitting, storing, and using HIPAA information pursuant to this Agreement.
3. Any suspected or actual violations of HIPAA rules and regulations, including a breach of PHI confidentiality, shall be reported within three business days to the other party's designated official, along with their actions to mitigate the effect of such violations.

L. Billing

1. Providers agree to bill for ambulance transport in accordance with the Ambulance Transport Fee Schedule established by Skagit County adopted Resolution #R20220001 or as subsequently amended by the Board of Skagit County Commissioners.
2. Providers agree to expend reasonable efforts to maximize allowable reimbursement for ambulance transport to offset their EMS expenses.
3. Providers will make available to County their ambulance transport reimbursement (billing and revenue collection) data upon reasonable request, for the purpose of County periodic review and, if necessary, modification of the Ambulance Transport Fee Schedule. To the extent applicable, rates and charges shall be set in compliance with RCW 35.21.766(3).

M. Emergency Communication Center User Fees

1. County will pay directly to Skagit 911 a portion of Provider communications user fees based on Exhibit B FORMULA FOR ALLOCATION OF SKAGIT 911 FINANCIAL RESPONSIBILITY or as subsequently amended.

EXHIBIT B:
FORMULA FOR ALLOCATION OF SKAGIT 911 FINANCIAL RESPONSIBILITY

FORMULA FOR ALLOCATION OF SKAGIT 911 FINANCIAL RESPONSIBILITY

Financial allocation of the SKAGIT 911 Annual Operating Budget shall be determined as set forth below:

1. A draft/preliminary Annual Operating Budget shall be calculated no later than August each year for presentation and recommendation in September to the SKAGIT 911 Board.
2. External revenues will be estimated and will include sales tax, phone tax and State E911 funding.
3. The SKAGIT 911 Board will approve a pre-determined percentage of the External revenues to be set aside and reserved for investment in the Operational Reserve, Equipment Reserve & Replacement and Capital Outlay funds.
4. All costs will be allocated via costing modules for Administrative, Law and Fire/EMS costs.
 - a. The administrative costing module will consist of all overhead, facility maintenance costs, administrative and supervisory staff, technological needs and maintenance.
 - b. The Law costing module will consist of the wages and salaries of all Law Dispatchers and support services.
 - c. The Fire/EMS costing module will consist of the wages and salaries of all Fire Dispatchers and support services.
5. Once all costs have been allocated to the cost centers, the remaining External revenues will be applied to the budget. The remaining costs will be allocated to the Law and Fire/EMS Agencies using the below allocations:
 - a. Law Agency costs will be prorated at 50% previous full year call volume and 50% previous year commissioned officers, with each agency prorated the appropriate percentage of the costing module and the Administrative costs, based on a percentage of resources used
 - b. Fire/EMS Agency costs will be prorated at 50% previous full year call volume and 50% previous year assessed value, with each agency allocated the appropriate percentage of the costing module and the Administrative costs, based on a percentage of resources used.
 - c. A pre-determined percentage of the Fire Agency calls will be paid directly to Skagit 911 by the EMS office, with the balance being billed to each Fire agency.

**EXHIBIT C:
COMPENSATION FOR 2025-2030 EMS LEVY CYCLE**

1. Skagit County has forecast a total of \$72,495,015 will be available, assuming the Board of County Commissioners approves a 1% property tax increase annually for the provision of services detailed in this Agreement. Skagit County shall pay Providers the following amounts which shall be inclusive of all supplies, equipment, labor, and any additional costs and expenditures for the provision of services pursuant to this Agreement:

- A. Aero Skagit – Annual amount, to be billed in equal monthly installments, at the end of each month, as follows:

Year	Amount
2025	\$1,412,671
2026	\$1,469,178
2027	\$1,527,945
2028	\$1,589,063
2029	\$1,652,625
2030	\$1,718,730

- B. City of Anacortes – Annual amount, to be billed in equal monthly installments, at the end of each month, as follows:

Year	Amount
2025	\$2,146,396
2026	\$2,232,252
2027	\$2,321,542
2028	\$2,414,404
2029	\$2,510,980
2030	\$2,611,419

- C. City of Burlington – Annual amount, to be billed in equal monthly installments, at the end of each month, as follows:

Year	Amount
2025	\$1,834,221
2026	\$1,907,590
2027	\$1,983,894
2028	\$2,063,250
2029	\$2,145,780
2030	\$2,231,611

- D. City of Mount Vernon – Annual amount, to be billed in equal monthly installments, at the end of each month, as follows:

Year	Amount
2025	\$3,612,531
2026	\$3,757,032
2027	\$3,907,314
2028	\$4,063,606
2029	\$4,226,150
2030	\$4,395,196

- E. City of Sedro-Woolley – Annual amount, to be billed in equal monthly installments, at the end of each month, as follows:

Year	Amount
2025	\$1,625,794
2026	\$1,690,826
2027	\$1,758,459
2028	\$1,828,797
2029	\$1,901,949
2030	\$1,978,027

2. If at any time during the term of this Agreement, there is a reduction in assessed value such that an increase of 1% of the levy above the previous year is not possible, Parties agree to a proportionate reduction of funding in the payment amounts listed above.

[illegible]

EXHIBIT E1:

INSURANCE

(Public Agencies who are full members of a government risk pool)

1. Agreement to provide coverage per specifications:

Prior to beginning of and throughout the duration of the Work, Providers agree to maintain full membership in a governmental risk pool in order to be compliant with the provisions of this attachment. Full membership in a government risk pool in Washington State is sufficient coverage to meet the insurance requirements of this agreement notwithstanding any other provision of this Agreement. Provided that the insurance coverage of the Pool does not exclude the providing of medical services unless such exclusion provides an exemption for emergency medical services.

2. Evidence of insurance:

Provider agrees to provide evidence of their membership in a governmental risk pool.

3. Priority of interpretation:

The requirements of this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

4. Notice of cancellation/change:

Provider agrees to provide notice to County 30 days prior to cancellation of membership in a governmental risk pool or of any material alteration to their insurance coverages.

5. Primary and non-contributing:

Per the provisions of the indemnification language of this agreement Provider's insurance coverage shall be primary for claims filed against the provider only. In such cases, any insurance or coverage available to the County, its officers, officials, employees or volunteers shall be excess of Provider's insurance and shall not contribute to it.

6. Insurance "flowdown":

Provider agrees to require all subcontractors or other parties hired for this project, who are not public agencies who are full members of a governmental risk pool, to provide the insurance as outlined in Exhibit E2, unless otherwise agreed to in writing by the County. The subcontractor's general liability insurance shall all as additional insureds all parties to this Agreement using Insurance Services Office form CG 20 10 with an edition date prior to 2004. Provider agrees to obtain certificates evidencing such coverage as required in Exhibit E2.

7. Party's rights to revise requirements:

Should any party to this agreement believe that a change in types or levels of insurance coverages may be necessary the parties agree to meet and discuss the proposed changes and discuss appropriate increased compensation to offset increased Provider cost.

8. County's rights of enforcement:

In the event any party to this agreement who is a full member of a governmental risk pool ceases to be a member during the duration of this agreement they shall immediately be held to the provisions in Exhibit E2.

9. Enforcement of contract provisions (non-estoppel):

Provider acknowledges and agrees that any actual or alleged failure on the part of the County to inform Provider of non-compliance with any requirement imposes no additional obligations on the County nor does it waive any rights hereunder.

10. Risk pool membership is a Condition of Payment:

Payments due to Provider under this Agreement are expressly conditioned upon the Provider's full membership in a governmental risk pool. Payment to the Provider shall be suspended in the event of a loss of membership, unless the Provider is compliant with Exhibit E2. Upon receipt of evidence of full compliance with Exhibit E2, payments not otherwise subject to withholding or set-off will be released to Provider.

11. Claim notice requirement:

Provider agrees to provide notice to County of any claim or loss against the Provider arising out of the work performed under this agreement, no more than 30 days from the time that the Provider becomes aware that claimed damages may exceed their insurance coverage limits, only for those claims in which they are solely named. County assumes no obligation or liability by such notice.

12. Additional insurance:

Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

EXHIBIT E2:

INSURANCE

(Non-Public Agencies or Providers who are full members of a government risk pool)

This Exhibit, "E2: Insurance" sets forth the insurance requirements for Providers and subcontractors that are non-public agencies that do not participate as full members of a governmental risk pool.

1. Agreement to provide coverage per specifications:

Prior to the beginning of and throughout the duration of the Work, Providers agree to provide and maintain insurance in accordance with requirements set forth here. Providers acknowledge that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the County.

2. Additional insured requirements:

Provider agrees to obtain endorsements for third party general liability coverage required here to include as Certificate Holder and additional insureds "Skagit County, its officials, employees and agents." Provider also agrees to require this same provision of all providers, subcontractors, agents of other Parties engaged by or on behalf of Provider in relation to this Agreement. This provision shall also apply to any excess liability policies. Public Agencies are not required to name the County as an additional insured on required policies. All non-public agency subcontractors must comply with the additional insured requirements.

3. Evidence of insurance:

Provider agrees to provide evidence of the insurance required herein, satisfactory to County, consisting of:

- a) certificate(s) of insurance evidencing all of the coverages required **and**,
- b) an additional insured endorsement to Providers general liability policy using Insurance Services Office (ISO) form CG 20 10 with an edition date prior to 2004.

If the Provider's insurer provides additional insured coverage through either the ISO "Automatic Additional Insured" endorsement or through direct incorporation in policy language, Provider must provide a copy of the automatic endorsement or a copy of the section of the policy granting such status.

Provider agrees, upon request by County, to provide complete, certified copies of any policies and/or endorsements required within 10 days of such request. Any actual or alleged failure on the part of County or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of County or any additional insured, in this or in any other regard.

4. Prohibition of undisclosed coverage limitations:

None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to County and approved of in writing.

5. Priority of interpretation:

The requirements of this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

6. Acceptable insurers:

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Washington, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the County's Risk Manager.

7. Notice of cancellation/change:

Provider agrees to require insurers to provide notice to County 30 days prior to cancellation of any coverage required herein or of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Provider shall assure that this provision also applies to any subcontractors, joint ventures or any other party engaged by or on behalf of Provider in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide 30 days' notice to County of any cancellation of coverage.

8. Primary and non-contributing:

Provider's insurance coverage shall be primary. Any insurance or coverage available to the County, its officers, officials, employees or volunteers shall be in excess of Provider's insurance and shall not contribute to it.

9. Prohibition against self-insurance:

Self-insurance will not be considered to comply with these insurance specifications, unless otherwise agreed to in writing by the County. Any "self-insured retention" must also be declared and approved by the County. County reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If Provider has such a program, Provider must fully disclose such program to the County.

10. No change in scope or limits:

All coverage types and limits required are subject to approval, modification, and additional requirements by the County, as the need arises. Provider shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect County's protection without County's prior written consent.

11. Provider's waiver of subrogation:

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Provider or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Provider hereby waives its own right of recovery against the County and shall require similar written express waivers and insurance clauses from each of its subcontractors.

12. Insurance "flowdown":

Provider agrees to require all subcontractors or other Parties hired for this project to provide the same insurance as required of Provider unless otherwise agreed to in writing by the County. The subcontractor's general liability insurance shall add as additional insureds all Parties to this Agreement using Insurance Services Office form CG 20 10 with an edition date prior to 2004. Provider agrees to obtain certificates evidencing such coverage as required here.

13. County's right to revise requirements:

The County reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving Provider ninety (90) days advance written notice of such change. If such change results in substantial financial impact to provider, the Parties agree to meet and discuss appropriate increased compensation to offset increased Provider cost.

14. County's rights of enforcement:

In the event any policy of insurance required under this Agreement does not comply with the specifications in this Exhibit or is canceled and not replaced, the County has the right but no the duty to exercise one of the following options: 1) obtain the insurance it deems necessary and any premium paid by the County will be promptly reimbursed by Provider or County will withhold amounts sufficient to pay premium from Provider payments, 2) the County may cancel this Agreement. If County exercises option 1 above, upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Provider.

15. Enforcement of contract provisions (non-estoppel):

Provider acknowledges and agrees that any actual or alleged failure on the part of the County to inform Provider of non-compliance with any requirement imposes no additional obligations on the County nor does it waive any rights hereunder.

16. Insurance is a Condition of Payment:

Payments due to Provider under this Agreement are expressly conditioned upon the Provider's strict compliance with all insurance requirements under this Agreement. Payment to the Provider shall be suspended in the event of non-compliance, unless other resolution is agreed to by the County. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to Provider.

17. Non-limitation of contract language:

Requirements of specific coverage features are not intended as limitation on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive.

18. Annual renewal requirement:

Provider will renew the coverage required here annually as long as Provider continues to provide any services under this or any other contract or agreement with the County. Provider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Provider's insurance agency to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to County no less than five days prior to the expiration of the coverages. Failure to provide such evidence may result in a stop of payment to the Provider, or other resolution agreed to by the County.

19. Claim notice requirement:

Provider agrees to provide immediate notice to County of any claim or loss against Provider in excess of \$20,000 arising out of the work performed under this Agreement. County assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve County.

20. Additional insurance:

Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Provider shall provide the following types and amounts of insurance:

☒ Commercial General Liability Insurance using ISO "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for additional insured may not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$10,000,000 per occurrence and \$10,000,000 annual aggregate for all covered losses.

☒ Worker's Compensation Insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses. *Enrollment in the state worker's comp program provides this coverage.*

☒ Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned, and hired autos, or the exact equivalent. Limits shall be no less than \$5,000,000 per accident and combined single limit. If Provider or Provider's employees will use personal autos in any way on this project, Provider shall obtain evidence of personal auto liability coverage for each person.

If Excess or Umbrella Liability Insurance is used to meet limit requirements over the primary insurance as per this contract, such insurance shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insured those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Provider, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

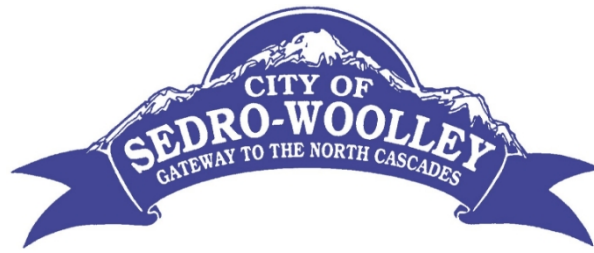
PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS:

In addition to the insurance requirements outlined in Exhibit E, Provider shall maintain professional liability insurance that covers the Emergency Medical Services performed in connection with this Agreement, in the minimum amount of \$10,000,000 per claim and \$10,000,000 in the aggregate.

Any policy inception date, continuity date, or retroactive date for professional liability coverage must be before the effective date of this Agreement and Provider agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

If Excess or Umbrella Liability Insurance is used to meet limit requirements over the primary insurance, such insurance shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insured those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

If the Provider's General Liability policy includes coverage for professional liability, then the General Liability policy shall meet the above professional liability requirements. In such a case, the per occurrence and per claims limits must meet the minimum set forth above for each coverage type and the annual program aggregate limit must be at a minimum of \$20,000,000. The County's Risk Management Department will need to review the full policy document prior to final approval.



City Council Agenda Item

Agenda Item No.: e.3.

Date: July 24, 2024

From: Julia Johnson, Mayor

Subject: Appointment to Sedro-Woolley Housing Authority Commission - Debra Lancaster

RECOMMENDED ACTION:

Motion to appoint Debra Lancaster to the Sedro-Woolley Housing Authority Commission for Reta Stephenson's vacancy; end date 12/31/2027.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

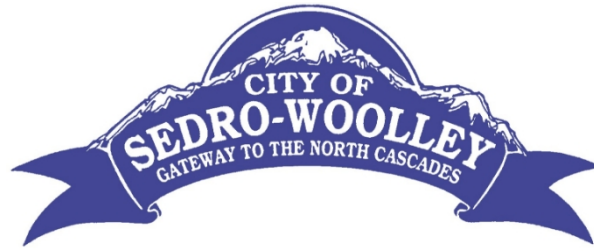
Debra Lancaster is deeply committed to creating opportunities for people in Skagit County. In the past 40 years, her career has been dedicated to fulfilling this passion – as an administrator with Skagit Valley College, a Coordinator with Washington State University, and as the Executive Director for United Way of Skagit County. She is proud to have served on Skagit’s Population Health Trust, the Low-Income Housing and Homelessness Services Advisory Council, and the Economic Development Alliance of Skagit County. At the same time, Debra has invested her personal time and talent volunteering to benefit others through Soroptimist International of Mount Vernon, Leadership Skagit, Skagit Women in Business, Skagit Women’s Alliance Network (SWAN).

Now happily retired, she serves on the Children’s Council of Skagit County, the “Help Me Grow” Advisory Board and other collective impact efforts. She earned a BA and MA from the University of Washington and has been recognized with the SWAN Woman of the Year award in 2002; the Mount Vernon Making a Difference award in 2019; the United Way Ted Reep award in 2021, and the Building a Healthier Community from United General District 304 in 2024 among others. Debra enjoys reading, walks in nature and loves to boat in the San Juans with her husband, Doug.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: e.4.

Date: July 24, 2024

From: Julia Johnson, Mayor

Subject: Appointment to Sedro-Woolley Arts Commission - Jo Ann Lazaron

RECOMMENDED ACTION:

Motion to appoint Jo Ann Lazaron to the Sedro-Woolley Arts Commission, fulfilling Kelley Denman's term ending December 31, 2027.

ISSUE:

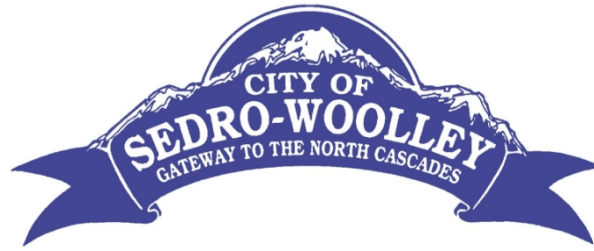
Jo Ann has been involved in community service here in Sedro-Woolley for many years. She has served on the Chamber Council and volunteered with the Sedro-Woolley Christmas Light Parade, Blast from Past, Founders Day, as well as served on her Church Board and other community events. She is committed to the community and is a valued member of every group and committee she has been a part of. Jo Ann has been attending the Arts Commission meetings and is excited about being a part of the Arts Commission.

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: e.5.

Date: July 24, 2024

From: Julia Johnson, Mayor

Subject: Appointment to Sedro-Woolley Arts Commission - Randy Collins

RECOMMENDED ACTION:

Appointment to Sedro-Woolley Arts Commission - Randy Collins

ISSUE:

Appointment of Randy Collins to fulfill the term of Elaine Wright, ending December 31, 2027.

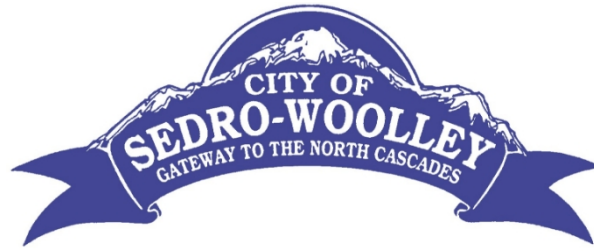
BACKGROUND/SUMMARY INFORMATION:

Randy Collins has been a Sedro-Woolley artist for many years and hosted art shows in that time. Randy will be a great addition to the Sedro-Woolley Art Commission and has attended Arts Commissioner meetings, adding great information and ideas to the mix.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: e.6.

Date: July 24, 2024

From: Bill Bullock, Public Works Director

Subject: Grant Submittal Authorization - TIB - Urban Arterial Program and Arterial Preservation Program

RECOMMENDED ACTION:

Motion to approve authorization for the Mayor to sign 2024 Transportation Improvement Board (TIB) applications for submittal for the Urban Arterial Program (UAP) and the Arterial Preservation Program (AP).

ISSUE:

Staff is preparing TIB grant applications for the Jones/John Liner RR Undercrossing (Urban Arterial Program) and pavement rehabilitation (Arterial Preservation Program) for two street segments:

- West State Street from Maple Street to Rita Street
- Township Street from SR 20 to State Street

Applications are due on August 9, 2024.

BACKGROUND/SUMMARY INFORMATION:

Project Estimates:

Jones/John Liner RR Undercrossing (Reed St to Jones Rd)

PE: \$ 450,000 ROW: \$300,000 Constr: \$3,300,000 Total: \$4,050,000

Proposed Funding: TIB \$3,240,000 Local Match: \$ 810,000 (REET I & II, TBD)

West State Street (Maple St to Rita St) \$390,000

Township Street (SR 20 to State St) \$625,000

Proposed Funding: TIB \$865,000 Local Match: \$150,000 (REET I & II)

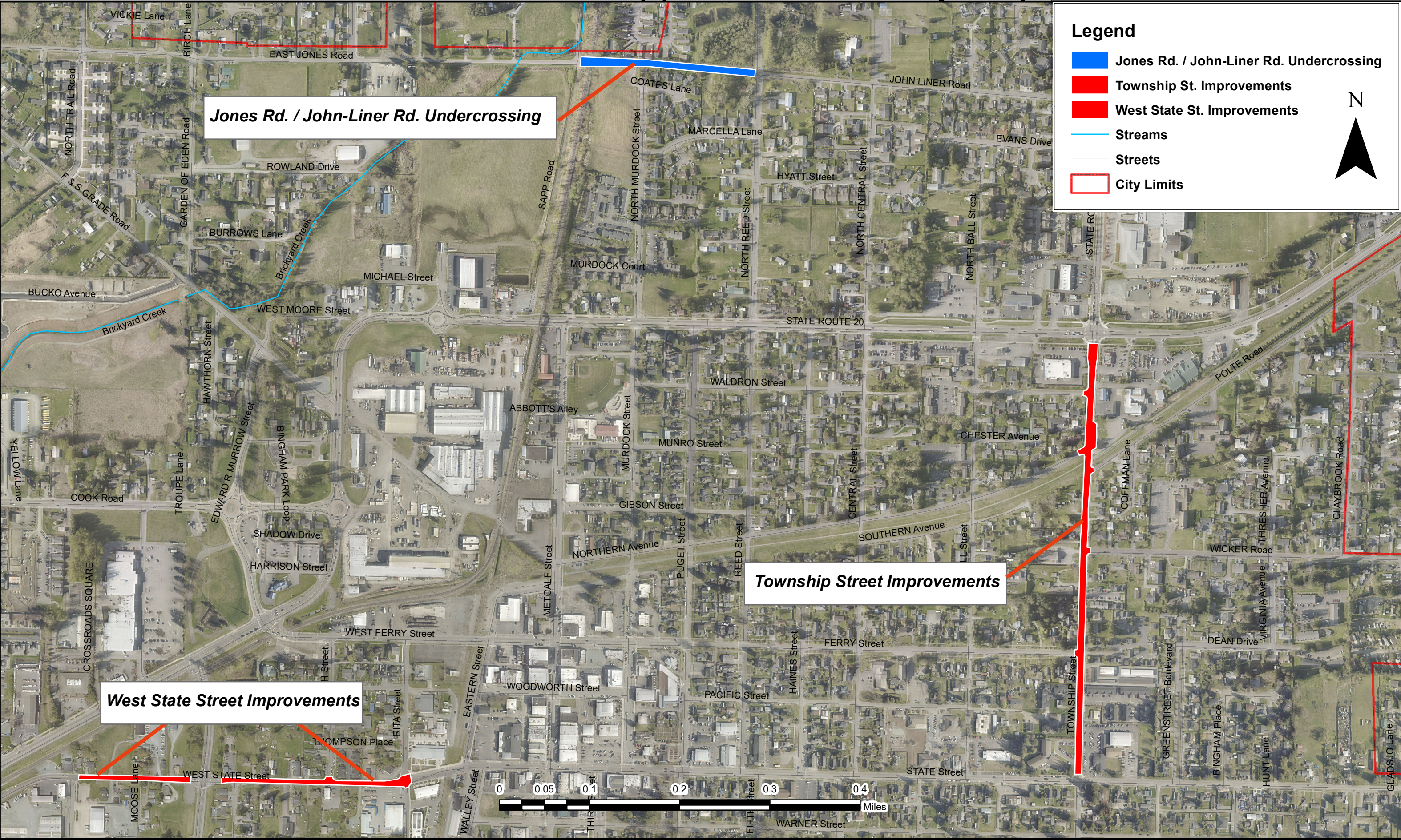
FISCAL IMPACT, IF APPROPRIATE:

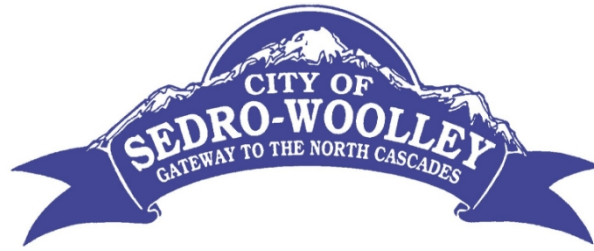
No financial impact at this time.

ATTACHMENTS:

1. TIB Vicinity Map 2025

2025 TIB Application - Vicinity Map





City Council Agenda Item

Agenda Item No.: f.1.

Date: July 24, 2024

From: Julia Johnson, Mayor

Subject: SWIFT Center News and Update - Port of Skagit Communications Director Linda Tyler

RECOMMENDED ACTION:

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Linda Tyler with the Port of Skagit will provide an update on the SWIFT Center, the former Northern State Hospital campus. The presentation will include updates on work completed since the Port took over local ownership of the property in 2018, as well as a look forward at redevelopment potential and outreach activities.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. SWIFT One-Pager 03-2024
2. SWIFT Presentation

Port of Skagit: SWIFT Center

SWIFT Center (Sedro-Woolley Innovation for Tomorrow) is located on the former Northern State Hospital campus. The hospital, built in 1912, was a self-sustained community with its own farm, creamery, shop, powerhouse and more—a modern marvel with more than 400 employees.

The Port of Skagit continues to work with our outstanding partners, including the City of Sedro-Woolley, Skagit County and others, to revitalize the campus.

The community vision is to redevelop this property into a destination mixed use campus accommodating education, research and development, manufacturing, hospitality and commercial venues, all within the historic character and great public spaces of the Center.



Promises Delivered:

Since taking ownership of the property in 2018, the Port has delivered on several key accomplishments:

- ✓ **Public Access:** The Port of Skagit restored public access to the property in the fall of 2019 in designated outdoor areas of the campus. In addition, a Historic Route was established with signage to guide visitors through the central core of the campus, as well as printed visitor guides that are available on-site or on the Port's website.
- ✓ **New City Park:** The Port of Skagit is partnering with the City of Sedro-Woolley to support a new city park. The Port deeded property to the City at the entrance to the SWIFT Center and is investing \$400,000 in community support funding towards construction to match federal and other local funding.
- ✓ **Historic Preservation:** The Port of Skagit partnered with the Sedro-Woolley Museum and Skagit County Historical Museum in 2022 and 2023 to host Northern State Public History Days. Special presentations, walking tours and audio/visual archiving of stories and artifacts from the public took place. Interpretive signage is being developed, along with an interactive drone video with historical facts and information about this special campus.
- ✓ **Feasibility Study:** The Port of Skagit completed a feasibility study of the renovation of historical buildings on campus. Renovation of key historic buildings is estimated to cost between \$70-80-million.
- ✓ **Clean-Up:** Through the supportive partnership of the state Department of Ecology, the Pollution Liability Insurance Agency (PLIA) and US Environmental Protection Agency (EPA), the Port has conducted clean-up efforts to address several areas of legacy contamination on the property.
- ✓ **Broadband:** The Port's efforts in rural broadband infrastructure throughout the county includes fiber installation through the SWIFT Center campus to reach the underserved Upper Skagit Indian Tribe.
- ✓ **Port Investment:** The Port has invested \$3-million in deferred maintenance projects since 2018.



Port of Skagit

Sara Young, Executive Director
360-757-0011

Sara@portofskagit.com
www.portofskagit.com

03-2024

Port of Skagit: SWIFT Center

Tenant Highlights:

Northwest Innovation Resource Center (NWIRC)—*The Lab @ SWIFT*

- NWIRC is renovating former Telecare building to create *The Lab @ SWIFT*, an innovation center for entrepreneurs and start-ups.
- NWIRC received \$750,000 in state and federal funding to complete *The Lab@SWIFT*.
- Currently developing pipeline of entrepreneurs/users of the space for when renovations are complete.
- First tenant is developing branding and website presence for locating on campus, and will serve as part of the marketing strategy to recruiting other entrepreneurs.
- Renovation timeline for completion is dependent on permitting and construction schedules.



Cascades Job Corps Center

- U.S. Department of Labor program.
- Serving 300 students on-site, Cascades Job Corps Center offers a supportive community and safe space for 18-24 year olds to earn program certifications, career counseling and job search assistance.
- Training programs offered in the fields of Information Technology, Health Care, Culinary, and Homeland Security, as well as a renewed focus on trade skills.
- Job Corps lease expires 2028; The Port of Skagit's near-term goal is to secure Job Corps' future at SWIFT property as a partner in workforce development and a valued tenant and community anchor.



Port of Skagit

Sara Young, Executive Director
360-757-0011

Sara@portofskagit.com
www.portofskagit.com



SWIFT Center



Port of Skagit

SWIFT Center Vision

Sedro-Woolley Innovation for Tomorrow

“Promote development of a destination mixed use campus accommodating education, research and development, manufacturing, hospitality, and commercial venues all within the historic character and great public spaces of the Center.”

(Subarea Plan 2015)

SWIFT Accomplishments

2018-present:

**Public Access
Historic Preservation
Environmental Clean-Up
Port Investment
Feasibility Study**



Public Access

Historic Route

SWIFT Center Visitor Guide

Skagit Trail Builders

Enhanced Visitor Experience

Interpretive Signage

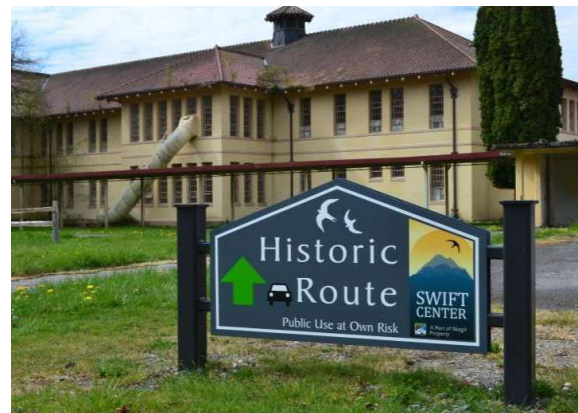
Virtual Tour



Historic Preservation

NSH Public History Day
July 27, 2024
Skagit County Historical Museum

“For the Love of Northern
State”
Aug 22-25, 2024
Sedro-Woolley Museum



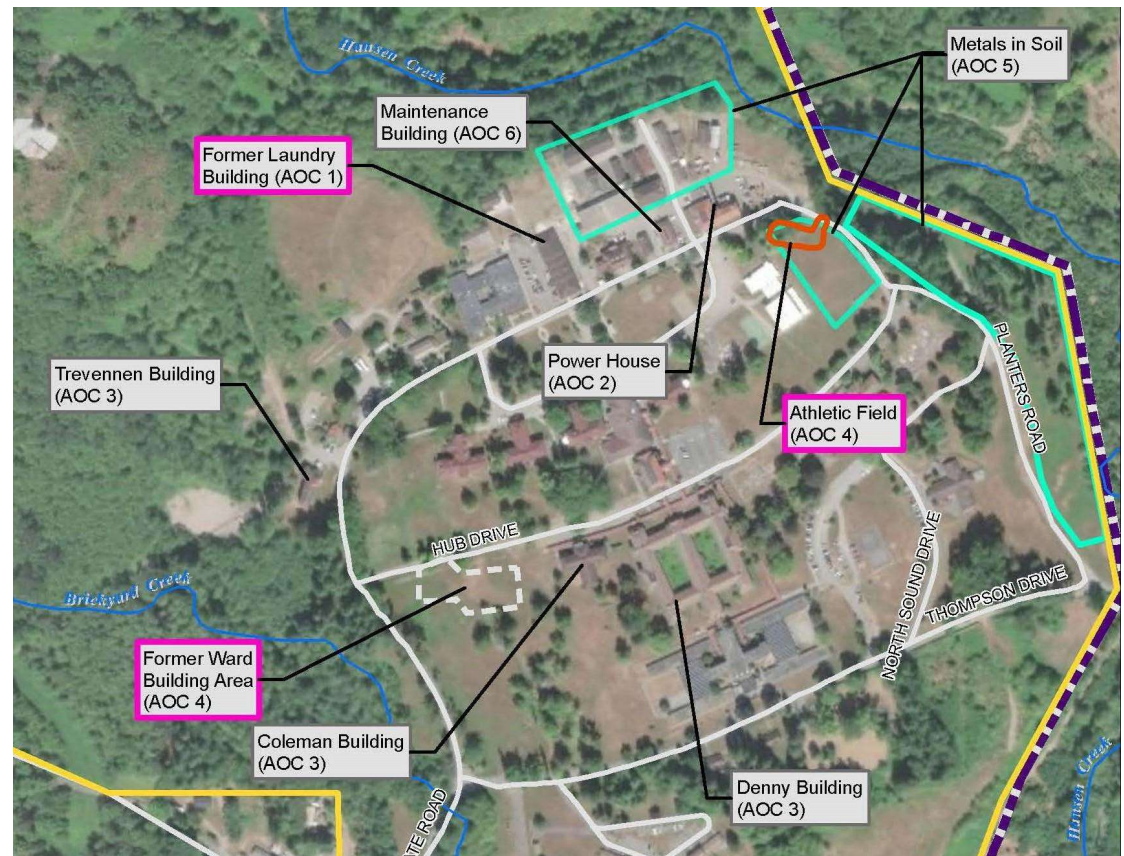
Environmental Clean-Up Activities

By the Numbers:

63 tons of petroleum contaminated soil

210 tons of arsenic & lead contaminated soil

1,554 tons of arsenic contaminated soil



Port Investment

\$2.5-million in
deferred maintenance
projects since 2018



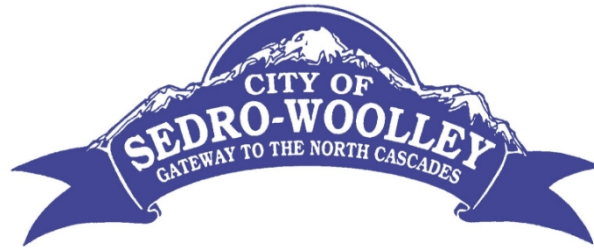
Feasibility Study



What's Next:

- Northwest Innovation Resource Center The Lab @ SWIFT
- Cascades Job Corps Center
- Community Firewood Program
- Building Partnerships





City Council Agenda Item

Agenda Item No.: g.1.

Date: July 24, 2024

From: Charlie Bush, City Administrator

Subject: Street Lights

RECOMMENDED ACTION:

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Street Light Est 2024

Sedro-Woolley Street Light Estimate

Project

Planning Level Estimate: City Streetlights

Description of Work:

Installation of illumination system along downtown City Street (ie Ferry).

Assumptions and Exclusions:

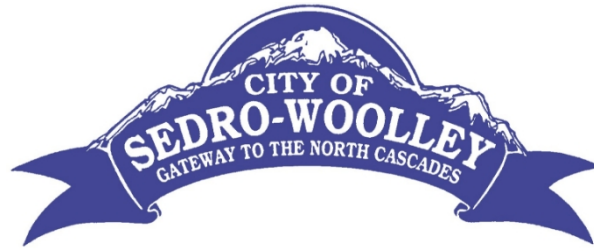
- 1. Does not include right of way cost
- 2. Cost to install 4 light fixtures per block

Date completed: 7/18/2024

Completed By KFA

Checked by: BB

Item Description	Quantity	Unit	Unit Cost	Total	%	Notes
HMA CL. 3/8IN. PG 64-22"	38.5	TON	\$ 200.00	\$ 7,700.00	10.1%	\$ 12,135.50
Roadway Excavation, Incl. Haul	60	CY	\$ 65.00	\$ 3,900.00	5.1%	
Sawcutting	510	FT-IN	\$ 1.05	\$ 535.50	0.7%	
Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00		
Crushed Surfacing Top Course	33	TON	\$ 65.00	\$ 2,145.00		
Remove Cement Conc. Sidewalk	12	SY	\$ 40	\$ 480.00		
Remove Cement Conc. Curb & Gutter	20	LF	\$ 20.00	\$ 400.00		
Cement Conc. Traffic Curb & Gutter	20	LF	\$ 65.00	\$ 1,300.00		
Catch Basin Inserts	4	EA	\$ 87.00	\$ 348.00		
Cement Conc. Sidewalk	12	SY	\$ 125.00	\$ 1,500.00		
Paint Line - Striping for Parking	56	LF	\$ 1.50	\$ 84.00		
Illumination system						
Light Pole and Luminaire Fixture	4	EA	\$ 9,000.00	\$ 36,000.00	47.1%	\$ 39,420.00
Junction Box	4	EA	\$ 750.00	\$ 3,000.00	3.9%	
Conduits Pipe (all conduits, includes trenching and restoration)	300	LF	\$ 25.00	\$ 7,500.00	9.8%	
Conductor	400	LF	\$ 1.05	\$ 420.00	0.5%	
Sonotube (18" x 4')	4	EA	\$ 50.00	\$ 200.00	0.3%	\$ 1,160.00
Concrete Foundation	4.8	CY	\$ 200.00	\$ 960.00		
Sub Total				\$ 76,472.50		
Mobilization	10%			\$ 7,500.00		
Force Account				\$ 5,000.00		
Construction SPCC and TESC				\$ 1,000.00		
TOTAL 100%-LEVEL PROJECT ESTIMATE				\$ 89,972.50		



City Council Agenda Item

Agenda Item No.: m.1.

Date: July 24, 2024

From: Charlie Bush, City Administrator

Subject: Possible Donation of Land to Helping Hands Food Bank

RECOMMENDED ACTION:

Staff recommends that the City honor the terms of the City Council's previously approved lease agreement with Helping Hands Food Bank. It includes a provision for Helping Hands to purchase the land from the City and it appears that Helping Hands is close to securing funding from the State to make a purchase happen.

ISSUE:

Should the City donate the land that it leases to Helping Hands Food Bank to Helping Hands Food Bank?

BACKGROUND/SUMMARY INFORMATION:

Helping Hands Food Bank recently contacted the City to inquire if the City would be interested in donating the land that the Food Bank currently leases from the City for the site of its Sedro-Woolley campus. Helping Hands asked the question because it has approached the State about providing funds that could be paid to the City, consistent with the terms of the attached agreement, to purchase the land from the City. The State requested that Helping Hands ask the City if it would donate the land. Only the City Council can make a decision about a land donation so this item is being brought forward.

The City and Helping Hands Food Bank originally signed the lease in 2016.

FISCAL IMPACT, IF APPROPRIATE:

In donating the land, the City would be giving up between \$12,000 and \$16,000 per year in lease revenue and the \$300,000 one-time payment option for Helping Hands to purchase the land from the City (included in the agreement).

ATTACHMENTS:

1. Helping Hands Food Bank Lease

LEASE WITH PURCHASE OPTION

This lease made and entered into by and between the City of Sedro-Woolley, a Municipal Corporation of the State of Washington, hereinafter called the "LESSOR", and Helping Hands Food Bank of Sedro Woolley, a Washington non-profit corporation, hereinafter called "LESSEE".

I. PURPOSE:

In consideration of an in accordance with the terms, covenants and conditions hereinafter set forth, the LESSOR hereby leases to the LESSEE the premises and property described below in this agreement for the purpose constructing and operating a food bank.

LEGAL DESCRIPTION

The east ½ of the property legally described in Exhibit A, attached hereto.

Subject to that certain life estate retained by Mr. & Mrs. Riggles on the home, garage and yard located at 24703 Wicker Road, Sedro-Woolley, Washington.

II. USE OF FACILITIES:

The LESSEE shall use this property to construct and operate a food bank that benefits, among others, the Sedro-Woolley community. Other such uses consistent with the mission of the LESSOR, including but not limited to food production shall also be allowed without restriction.

III. TERM

This lease shall commence on July 31, 2016, and expire on July 30, 2031.

IV. LEASE PAYMENT SCHEDULE

The LESSEE shall pay annual rent to LESSOR for the use and occupation of the premises described in section I in the amount of the one year average return on funds invested with the Washington State Treasurer's Local Government Investment Pool multiplied by \$300,000. The one year average will be based upon the twelve months prior to the due date which is August 1st of each year. For example, on August 1, 2016, LESSEE'S rent for the first year shall be (July 2015 to June 2016 average LGIP rate) 0.31% x \$300,000 = \$930.00.

LESSEE shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the commencement date hereof), until paid, on Rent or other sums owing under the terms of this Lease commencing the date such Rent or other sum is due and payable. In the event

LESSOR pays any sum or incurs any expense which LESSEE is obligated to satisfy or pay under this Lease, or which is made on behalf of LESSEE, LESSOR shall be entitled to receive reimbursement thereof from LESSEE upon demand, together with interest thereon from the date of expenditure at the rate stated above. Payment must be made within 30 days of billing by the LESSOR. Make checks payable to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284.

LESEE shall pay all necessary leasehold taxes as required by law.

V. IMPROVEMENTS:

LESSEE is specifically authorized to construct a new food bank building and any necessary appurtenances thereto. Improvements other than the construction of a new food bank shall require prior written authorization of the LESSOR. All such work shall be at LESSEE's expense and shall become property of LESSOR at the expiration of this agreement.

VI. MANAGEMENT

A. Management. The premises, and all improvements regardless of ownership thereon, shall be managed and maintained in accordance with customary standards of the industry.

B. Hazardous, Toxic or Harmful Substances.

1. Deleterious Material. LESSEE shall not make, or suffer to be made, any filling in of the premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the premises, except as approved in writing by the LESSOR. If the LESSEE fails to remove all nonapproved fill material, refuse, garbage, wastes or any other of the above materials from the premises, the LESSEE agrees that the LESSOR may, but is not obligated to, remove such materials and charge the LESSEE for the cost of removal and disposal.

2. Hazardous, Toxic or Harmful Substances.

a. LESSEE shall not keep on or about the premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out LESSEE's permitted use under subsection II, and

hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out LESSEE's permitted use under subsection II, and unless LESSEE fully complies with all federal, state and local laws, regulations, statutes and ordinances, now in existence or as subsequently enacted or amended.

b. LESSEE shall:

(1) Immediately notify the LESSOR of (i) all spills or releases of any hazardous substance affecting the premises, (ii) all failures to comply with any federal, state or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended, (iii) all inspections of the premises by, or any correspondence, orders, citations or notifications from any regulatory entity concerning the hazardous substances affecting the premises, (iv) all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the premises; and

(2) On request, provide copies to the LESSOR of any and all correspondence, pleadings, and/or reports received by or required of LESSEE or issued or written by LESSEE or on LESSEE's behalf with respect to the use, presence, transportation or generation of hazardous substances related to the premises.

c. LESSEE shall be fully and completely liable to the LESSOR, and shall indemnify, defend and save harmless LESSOR and its agencies, employees, officers, and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of LESSEE's use, disposal, transportation, generation and/or sale of hazardous substances or that of LESSEE's employees, agents, assigns, subleases, contractors, subcontractors, licensees or invitees, and for any breach of this subsection.

VIII. SUBLEASES and ASSIGNMENTS

A. Sublease. The premises, in whole or in part, and appurtenances thereon shall not be subleased except with prior written consent of LESSOR. LESSOR consents to a sublease and/or use agreement with the Woolley Food Forest Association for the development of a food forest on the premises.

B. Assignment. LESSEE shall not hypothecate, mortgage, assign, encumber, transfer or otherwise alienate this lease, or any interest therein or engage in any other transaction which has the effect of transferring or affecting the right of enjoyment of the premises. This lease shall not be assigned without the assignment first authorized by resolution of the city council.

IX. INSURANCE:

LESSEE, at LESSEE's expense, further agrees to provide adequate property damage and liability insurance for LESSOR, and agrees to hold LESSOR harmless for any and all claims arising from the acts of its agents, employees and subtenants. LESSEE shall present a certificate of insurance in the amount of one million (\$1,000,000) dollars for liability insurance to LESSOR, that names Sedro-Woolley as an additional insured as follows: "IT IS AGREED THE CITY OF SEDRO-WOOLLEY, ITS ELECTED OFFICIALS AND EMPLOYEES ARE ADDITIONAL INSURED." LESSEE shall provide a certificate of insurance with the first payment and annually thereafter for the term of this agreement. Said insurance may not be terminated without written notice to the City of Sedro-Woolley sixty (60) days prior to the expiration of the coverage.

X. INDEMNITY:

The LESSEE covenants and agrees to assume all responsibility and liability connected with the use and occupation of the leased premises during the entire period of this lease and to save and hold harmless the LESSOR from any and all claims, rights, or actions, or for damages of every kind, character and description that may be occasioned by or through LESSEE's use and occupation of said premises for any work, labor, construction or other use or activity done thereon, which may or might be suffered or claimed by any party or person or corporation done thereon, which may or might be suffered or claimed by any party or person or corporation. whatsoever, either to property or person and to defend any and all actions that may or might be instituted in which the LESSOR shall become a party by virtue of this lease, and to pay any and all judgment that may or might be obtained against the LESSOR thereby.

XI. OPTION TO PURCHASE:

At any time during the term of this Lease, LESSEE shall have the option to purchase the property legally described in Exhibit A for three hundred thousand Dollars (\$300,000), plus the costs of closing the transaction. LESSOR may retain an easement for access and utilities to LESSOR'S property to be specifically

identified after LESSEE declares its intent to exercise this option, at no cost to LESSOR, provided that the easement shall not unreasonably interfere with LESSEE'S use of the property. If LESSEE exercises its option to purchase, LESSEE shall notify LESSOR of such intent in writing and the parties shall attempt in good faith to close the transaction within sixty (60) days of the written notice.

XII. TERMINATION:

A. LESSOR shall have the right to terminate this lease for any default in payments on the part of LESSEE or breach of any condition of this lease. Such termination shall become effective one hundred eighty (180) days after written notice of termination is presented to LESSEE provided that LESSEE had been given prior notice of the default and a minimum of sixty (60) days to cure the default.

B. If LESSEE violates or breaches or fails to keep or perform any covenant, agreement, term or condition of this lease, and if such default or violation shall continue or shall not be remedied within ten (10) days (thirty [30] days in the case of nonpayment of rent or other payments due hereunder) after notice in writing thereof given by LESSOR to LESSEE specifying the matter claimed to be in default, LESSOR, at its option, may immediately declare LESSEE's rights under this lease terminated, and reenter the premises and repossess itself thereof, as of its former estate. If upon the reentry of LESSOR, there remains any personal property of LESSEE or of any other person, firm or corporation upon the premises, LESSOR may, but without the obligation to do so, remove said personal property and place the same in a public warehouse or garage, as may be reasonable, at the expense and risk of the owners thereof, and LESSEE shall reimburse LESSOR for any expense incurred by LESSOR in connection with said removal and/or storage. Notwithstanding any such reentry, the liability of LESSEE for the full rent provided for herein shall not be extinguished for the balance of the term of this lease.

XIII. AMENDMENTS:

Any amendments, revisions, supplements or additions to this lease or the attached exhibits shall be made in writing executed by the parties hereto, and neither LESSOR nor LESSEE shall be bound by verbal or implied agreements. Such changes may be made by formal amendment of the lease with approval of LESSOR.

XIV. NOTICE:

Mail all correspondence to:

City of Sedro-Woolley

ATTN: City Supervisor
325 Metcalf Street
Sedro-Woolley, WA 98284

XV. CONDITION AT END OF LEASE

Prior to vacating the premises, the LESSEE shall leave the premises and all improvements thereon to which LESSOR has elected to claim title in the state of repair and cleanliness required to be maintained by LESSEE during the term of the lease and shall peaceably and quietly surrender the same to LESSOR.

XVI. ENTIRE AGREEMENT

This written lease or its successor or replacement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid.

LESSOR: City of Sedro-Woolley

LESSEE: Helping Hands Food Bank of
Sedro Woolley

DATED: July 27, 2016

DATED: July __, 2016

Keith L. Wagoner
Keith L. Wagoner, Mayor

Loren Vaughn
Keith L. Vaughn

Attest:

Patsy K. Nelson
Patsy Nelson, Finance Director

Approved as to form:

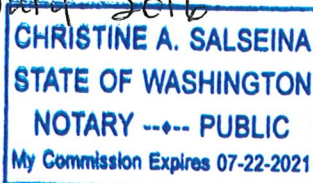
Eron Berg
Eron Berg, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that
L. G. Vaughn * is the President of Helping Hands Food Bank
of Sedro Woolley, a Washington non-profit corporation who appeared before me, and
said person acknowledged that he/she/they signed this instrument and acknowledged it to
be the free and voluntary act of said corporation, for the uses and purposes mentioned in
the instrument.

SUBSCRIBED AND SWORN to before me this 21st day of July, 2017.

* was the President
in July 2016

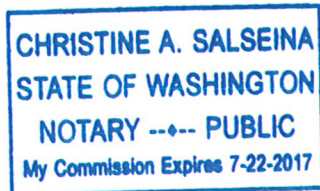


Christine A. Salseina
Christine A. Salseina (Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Skagit Co
My Commission expires 7-22-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Keith L. Wagoner and Patsy Nelson appeared before me, acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as the Mayor and Finance Director of City of Sedro-Woolley, to be the free and voluntary act of such entity, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 27th day of July, 2016.



Christine A. Salseina
Christine A. Salseina (Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Skagit Co.
My Commission expires 7-22-2017

EXHIBIT "A" LEGAL DESCRIPTION

Schedule "A-1"

154517-OE

DESCRIPTION:

PARCEL "A":

That portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point 330 feet North of the Southeast corner of said subdivision;
thence North 330 feet;
thence West 660 feet;
thence South 330 feet;
thence East 660 feet to the point of beginning,

EXCEPT County Road on the East line thereof.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at the Southeast corner of said subdivision;
thence North 330 feet;
thence West 660 feet;
thence South 330 feet;
thence East 660 feet to the point of beginning,

EXCEPT County Roads on the South and East lines thereof.

Situate in the County of Skagit, State of Washington.

READ AND CONTENT APPROVED:

CITY OF SEDRO-WOOLLEY

BY: _____

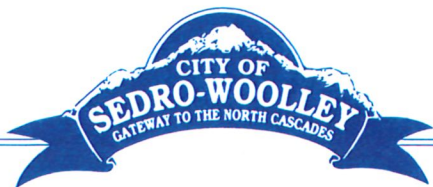
DATE _____

ERNEST C. RIGGLES

DATE _____

JUNE D. RIGGLES

DATE _____



July 28, 2016

Washington State Department of Commerce
Building Communities Grant Board

RE: Helping Hands Food Bank support

To Whom it May Concern:

Helping Hands Food bank is Skagit County's largest emergency food provider and has been located in Sedro-Woolley for over 37 years. The City of Sedro-Woolley is proud that Helping Hands is currently serving over 700 families a week with food and other projects like the backpack program. For the 2016 school year Helping Hands handed out more than 2,000 backpacks for children to take home for the weekend. When Community Action of Skagit County needed a food bank to run their mobile food delivery program Helping Hands stepped in and made the program strong and sustainable. Over 5,000 grocery-style boxes were delivered to homebound community members in 2015.

This project, the construction of a new, permanent home for Helping hands, is both exciting and essential to our community. Not only will they have a "supermarket style" food bank that goes from being open once a week for 5 hours to 4-5 times a week and 25 hours. They are going to make a great effort to help clients move forward in life. We believe that this food bank will be unique and very much needed in our community. With their job training program Helping Hands also plans to offer on the job training in skills related to warehouse management; very similar to training currently offered by Goodwill in other communities. Helping Hands is also in talks with Skagit Valley College to bring night classes to Sedro-Woolley; using space in this new facility as a sort of satellite campus.

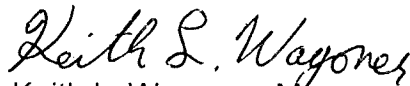
We are also very excited that they will be opening their doors to other agencies like; Worksource, Community Action of Skagit, WSU, United Way etc. We know with the "One-Stop-Shop" approach more people will be able to utilize the services like resume building with Worksource or signing up for SNAP benefits with Community Action. Helping Hands will be a huge part of stabilizing families and helping them to get back on track.

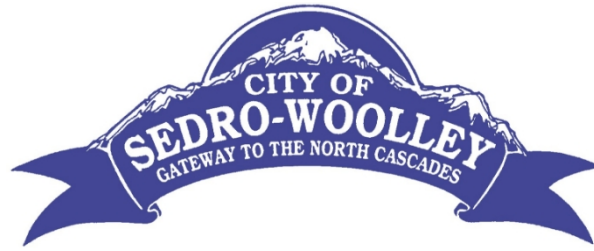
The City of Sedro-Woolley supports this project 100%. We have seen the food bank move 4 times in the last 37 years and we want them to have a permanent home so they can focus on expanding programs and building capacity instead of packing and unpacking.

On behalf of the City of Sedro-Woolley and the City Council, we ask for your support and urge you to grant Helping hands Food Bank funding to build a new, permanent structure to serve Sedro-Woolley and the Skagit County.

Sincerely,

CITY OF SEDRO-WOOLLEY


Keith L. Wagoner, Mayor



City Council Agenda Item

Agenda Item No.: m.2.

Date: July 24, 2024

From: Bill Bullock, Public Works Director

Subject: Professional Services Agreement - RH2 Engineers Inc. - WWTP Engineering Report and Upgrade Design

RECOMMENDED ACTION:

Motion to approve authorization for the Mayor to execute a contract with RH2 Engineering Inc for engineering and planning services on the WWTP Engineering Report and Upgrade Design in the amount not to exceed \$75,258.

ISSUE:

The Sedro-Woolley WWTP was originally constructed in 1956 with major upgrades in 1973, 1993, 1999, and 2000. The plant has been generally well maintained and operates at a high standard of treatment. The biological and TSS operations are well within permitted limits but flow capacity, largely due to Inflow & Infiltration and recent growth, is above 70% permitted capacity and triggering the requirement to begin planning for an upgrade. To prepare for this upgrade, the City envisions a four-step process; 1) grant development and application to fund the upgrade design work, 2) development of an Engineering Report (Facility Plan), 3) design and permitting required to construct upgrades, and 4) engineering support during construction. The first step, grant development and application, is being presented to Council today. Subsequent steps will be added as contract amendments through future Council action.

BACKGROUND/SUMMARY INFORMATION:

RH2 Engineers submitted an excellent statement of qualifications for this project and was selected as part of a candidate interview process as the preferred candidate on June 25, 2024. The qualifications of four high qualified firms were part of this process: RH2 Engineers, Gray & Osborne, bhc/Brown and Caldwell, and Wilson Engineering; RH2 Engineering had the superior proposal.

FISCAL IMPACT, IF APPROPRIATE:

This initial contract will be for an amount not exceed \$75,258.

ATTACHMENTS:

1. 2024-PS-09 RH2 PS Agreement
2. 2024 PS-09 Scope and Fee



PROFESSIONAL SERVICES AGREEMENT NO. 2024-PS-09

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sedro-Woolley, a Washington State municipal corporation ("City"), and **RH2 Engineering, Inc.** whose address is **22722 29th Drive SE, STE 210, Bothell, WA 98021** hereinafter referred to as the "Consultant".

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City of Sedro-Woolley as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement or amendment to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The Scope of Work deliverables, and all other documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City. Provided however, the Consultant may retain one copy of the work product and documents for its records. Provided further, all Images and rights relating to the deliverables referenced in the exhibit

The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** The term of this Agreement shall be from date at which both parties have completed execution and shall terminate at midnight **December 31, 2027**. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.**

- a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.
- b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.
- c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 **INDEMNITY.**

- a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.
- c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- d. **Public Records Requests.** In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultant's violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.
- e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 **INSURANCE.**

- a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**
 - (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - (4) Professional Liability insurance appropriate to the Consultant's profession.
- d. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

 - (1) Commercial General Liability. Insurance shall be written with limits no less than \$1,000,000 per occurrence; and \$2,000,000 general aggregate.

- (2) Automobile Liability. Insurance with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
 - 4) Professional Liability/Consultant's Errors and Omissions Liability. Insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- e. **Notice of Cancellation**. In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.
 - f. **Acceptability of Insurers**. Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A: VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.
 - g. **Verification of Coverage**. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.
 - h. **Insurance shall be Primary - Other Insurance Provision**. The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - i. **Claims-made Basis**. Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.
 - j. **Failure to Maintain Insurance**. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - k. **Public Entity Full Availability of Consultant Limits** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation;

selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Sedro-Woolley County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

- a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.
- b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.
- c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.
- d. Prior to commencement of work, the Consultant and all approved Subcontractors/Subconsultants shall obtain a business license from the City.
- e. **Municipal Research Service Center (MRSC) Roster Registration.**
The Consultant shall register or maintain registration on the MRSC Consultant Roster.
- f. **Debarment.**
Consultant represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

- a. The Consultant shall be responsible for all work performed by subcontractors/ subconsultants pursuant to the terms of this Agreement.
- b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants:

- c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.
- d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.**

- a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services **Exhibit A**. In no event shall the compensation paid to the Consultant under this Agreement exceed \$75,258.00 (Seventy-Five Thousand Two Hundred Fifty-Eight dollars and no/100) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work per the Fee Schedule **Exhibit B**. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant a mutually agreed amount.
- b. The Consultant shall submit an invoice to the City for services performed at completion of the project in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.
- c. The City will pay timely submitted and approved invoices within ten (10) days after approval by the City Council.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 **MAINTENANCE/INSPECTION OF RECORDS.**

- a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period

of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 NOTICES.

Notices to the City shall be sent to the following address:

William Bullock, PE – Public Works Director
325 Metcalf Street
Sedro-Woolley, WA 98284
bbullock@sedro-woolley.gov

Notices to the Consultant shall be sent to the following address:

Dan Mahlum, PE – Director/Project Manager
RH2 Engineering, Inc
22722 29th Drive SE, STE 210
Bothell, WA 98021
dmahlum@rh2.com

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 TERMINATION. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant. If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Skagit County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2024.

By _____
Julia Johnson, Mayor

Approved as to form:

Nikki Thompson, City Attorney

By _____
Dan Mahlum, PE - Director/Project Manager
RH2 Engineering, Inc
22722 29th Drive SE, STE 210
Bothell, WA 98021

Exhibit A
Scope of Work

See attached Consultants **Scope of Work**

**Exhibit B
Fee Schedule**

See attached Consultants **Estimated Cost**

EXHIBIT A
Scope of Work
City of Sedro-Woolley
WWTP Improvements
July 2024

Background

The City of Sedro-Woolley (City) owns and operates a municipal sewer system with a wastewater treatment plant (WWTP). The City's WWTP was built in 1973, with major upgrades last completed in 2000. The City's 2019 *General Sewer Plan* (GSP) identified the need for upgrades to the WWTP to serve system growth in flow and expand the solids handling system. In addition, the existing system unit operations are aging and likely approaching the end of their design life and in need of replacement. City staff have been replacing or repairing units as needed, but a comprehensive study of the existing components is needed.

The City has selected RH2 Engineering, Inc., (RH2) to assist with obtaining project funding and preparing an Engineering Report to recommend improvements to repair or replace existing components and increase plant capacity. After approval of the Engineering Report and further funding, RH2 also will assist the City with the design and construction phases for the preferred improvements.

This Scope of Work includes tasks to complete a Washington State Department of Ecology (Ecology) funding application and participate on an Infrastructure Assistance Coordinating Council (IACC) tech team to obtain funding for the project. The City also has asked RH2 to prepare specifications and design plans to demolish the existing Administration Building at the WWTP site and add two (2) access hatches to the anoxic basin. This Scope of Work includes the following tasks:

- Task 1 – Ecology Funding Application**
- Task 2 – IACC Tech Team Participation**
- Task 3 – Administration Building Demolition Design**
- Task 4 – Management Reserve**

Future tasks to be provided via a contract amendment include the following:

- Task 5 – Project Management*
- Task 6 – Engineering Report*
- Task 7 – Funding Assistance*
- Task 8 – Preliminary Design of WWTP Improvements*
- Task 9 – Final Design of WWTP Improvements*
- Task 10 – Permitting*
- Task 11 – Services During Bidding*
- Task 12 – Services During Construction*
- Task 13 – SCADA Programming (if requested)*

Task 1 – Ecology Funding Application

Objective: Prepare a funding application and submit to Ecology (grant and/or loan) for the Engineering Report for the WWTP upgrades.

Approach:

- 1.1 Collect and review information about the WWTP. Attend one (1) site visit at the City's WWTP to obtain information about its existing condition and systems. Meet with City staff to determine their objectives for this project. Review up to five (5) years of Discharge Monitoring Report (DMR) records and violations (if any). Compile information to develop background and project needs.
- 1.2 Prepare a work plan for the preparation of the Engineering Report, including an organization chart with roles and responsibilities, and project schedule. The work plan and budgetary pricing will be developed to a level that will be the basis for the Engineering Report contract. *The work plan will be used in the funding application prepared under subtask 1.3.*
- 1.3 Prepare a funding application using Ecology's Administration of Grants and Loans (EAGL) online software, including the project definition, construction schedule, potential benefits, estimated costs, EZ-1 form, and supporting documentation. City-provided graphics and non-engineering portions will be used to complete the application.
- 1.4 Meet with the City at the 50- and 90-percent application phases. Incorporate edits from each meeting.

Assumptions:

- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work.*
- *Acceptance of the funding application is beyond the control of RH2 and the City, and no date is warranted or implied for Ecology response or approval.*
- *The City will register in the EAGL software as the applicant and primary contact. RH2 will prepare and submit the application as the City's collaborator.*
- *Deliverables will be provided in electronic format (PDF) unless otherwise noted.*

Provided by the City:

- Background information, existing reports, as-builts, etc. for the WWTP site and systems.
- Registration in the EAGL software with RH2 listed as a collaborator of the application.
- Necessary graphics to complete the application.
- Completion of non-engineering portions of the application pertaining to the City's financial status, sewer utility operating policies, rate setting, and other topics related to the management of the City's sewer utility.
- Review of 50- and 90-percent application and attendance at meetings.

- Online submittal of application.

RH2 Deliverables:

- 50-percent, 90-percent, and final Ecology application for project funding.
- Attendance at 50- and 90-percent application review meetings.

Task 2 – IACC Tech Team Participation

Objective: Apply for and participate in an IACC tech team to review funding options for the project.

Approach:

- 2.1 Prepare a Technical Assistance Request form.
- 2.2 Prepare for and attend one (1) in-person IACC tech team meeting to review funding options for the Engineering Report and WWTP improvements.

Assumptions:

- *Acceptance of the IACC Technical Assistance Request Form is beyond the control of RH2 and the City, and no date is warranted or implied for approval.*

RH2 Deliverables:

- Technical Assistance Request form.
- Attendance at one (1) tech team meeting.

Task 3 – Administration Building Demolition Design

Objective: Prepare design plans and specifications to demolish the Administration Building at the WWTP site and add two (2) access hatches to the anoxic tank.

Approach:

- 3.1 Collect and review Administration Building as-builts. Conduct one (1) site visit to review visible infrastructure and discuss utilities and power disconnection plan.
- 3.2 Prepare plans and technical specifications for the demolition of the building and the addition of the two (2) access hatches.
- 3.3 Submit 90-percent design documents to the City for review and comment. Incorporate City comments and prepare a bid-ready set for the City's use in implementation.

Assumptions:

- *It is unknown if the Administration Building contains hazardous materials. This Scope of Work assumes hazardous materials will not be found during demolition.*
- *The project will be bid and awarded via the City's small works roster. The City will prepare and provide front-end documents to include in the bid package.*

Provided by the City:

- Administration Building as-builts.
- Review of the 90-percent design documents.

RH2 Deliverables:

- 90-percent and bid-ready plans and technical specifications.

Task 4 – Management Reserve

Objective: Provide additional services as requested by the City.

Approach:

- 4.1 Provide additional services as requested and authorized by the City. Submit a scope of work and budget estimate for supplemental services as requested by the City. The City shall provide written authorization to proceed with any supplemental services.

RH2 Deliverables:

- Scope of work and budget estimate for supplemental services.
- Other deliverables as requested by the City under the authorization for supplemental services.

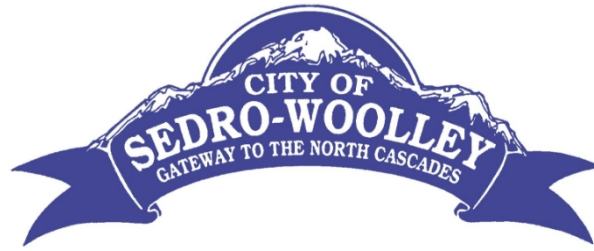
Project Schedule

RH2 is prepared to commence with the work upon written authorization from the City, and continue until completion of the EAGL application in October 2024. Future tasks to be authorized via a contract amendment are anticipated to commence in 2025 once funding is established.

EXHIBIT B**Fee Estimate****City of Sedro-Woolley****WWTP Improvements****Jul-24**

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Ecology Funding Application	179	\$ 41,246	\$ -	\$ 1,719	\$ 42,965
Task 2	IACC Tech Team Participation	19	\$ 4,628	\$ -	\$ 116	\$ 4,744
Task 3	Administration Building Demolition Design	76	\$ 16,396	\$ -	\$ 1,154	\$ 17,550
Task 4	Management Reserve	-	\$ -	\$ -	\$ -	\$ 10,000
PROJECT TOTAL		274	\$ 62,270	\$ -	\$ 2,988	\$ 75,258

EXHIBIT C RH2 ENGINEERING, INC. 2024 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$175	\$/hr
Professional II	\$191	\$/hr
Professional III	\$216	\$/hr
Professional IV	\$233	\$/hr
Professional V	\$252	\$/hr
Professional VI	\$268	\$/hr
Professional VII	\$292	\$/hr
Professional VIII	\$302	\$/hr
Professional IX	\$321	\$/hr
Technician I	\$138	\$/hr
Technician II	\$150	\$/hr
Technician III	\$166	\$/hr
Technician IV	\$183	\$/hr
Technician V	\$201	\$/hr
Technician VI	\$218	\$/hr
Technician VII	\$237	\$/hr
Technician VIII	\$250	\$/hr
Administrative I	\$90	\$/hr
Administrative II	\$105	\$/hr
Administrative III	\$127	\$/hr
Administrative IV	\$150	\$/hr
Administrative V	\$170	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.6700	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	



City Council Agenda Item

Agenda Item No.: n.1.

Date: July 24, 2024

From: Thomas Glover, Community Development Director, Nicole McGowan, Planner

Subject: Growth Management Act Steering Committee (GMASC) Proposed Revisions to Countywide Planning Policies

RECOMMENDED ACTION:

Review and discuss the Growth Management Steering Committee (GMASC) proposed revisions to Countywide Planning Policies. Prepare to provide any written comments and/or recommendations to staff at the August 14, 2024 Council meeting to present to GMASC.

ISSUE:

Does the City Council have any comments and/or recommendations for GMASC to consider implementing prior to adopting the revisions to Countywide Planning Policies?

BACKGROUND/SUMMARY INFORMATION:

On June 20, 2024, the Growth Management Act Steering Committee (GMASC) recommended the release of the proposed revisions recommended by the Growth Management Act Technical Advisory Committee (GMATAC) for review by their jurisdictions. These recommendations were made by the GMATAC to bring Countywide Planning Policies (CPPs) into compliance with State law and new legislation on housing (HB 1220) and climate (HB 1181). The GMATAC reviewed the requested amendment language during their May and June meetings and recommended adopting the amendments as presented in **Attachment 1**.

The 2002 Framework Agreement (**Attachment 2**) includes Section 6: Role with Legislative Bodies (Page 8), which highlights the importance of referring draft CPPs to member jurisdictions at the earliest possible time to provide meaningful opportunity for public comment and to solicit input from city/town councils and the County Commissioners. The Framework Agreement explicitly states that the GMA Committee, which is composed of GMASC and GMATAC, shall not substitute for or replace duties and responsibilities of member jurisdiction legislative bodies.

To meet the intent of the Framework Agreement, SCOG staff has recommended that Framework Agreement members (Sedro-Woolley included) shepherd those proposed changes to the CPPs to update according to HB 1220 Housing and HB 1181 Climate through local processes to gather feedback from legislative bodies and the public. At this time, it is up to each jurisdiction to determine the most appropriate local method to solicit on the proposed revisions. The 2002 Framework Agreement does not include a process for precisely how input gathering should occur, but it is clear that an opportunity for input should occur at the local level prior to any GMASC recommendation on a CPP amendment. Any feedback received will be provided in writing to SCOG staff by August 16, 2024 so that comments may

be compiled and presented to GMASC prior to the September meeting.

The Planning Commission had an opportunity to provide comments/recommendations at its July 16, 2024 meeting. Staff intends to request final written comments from the Council at the August 14, 2024 meeting. A public hearing will also be held at that meeting to solicit public comments on the draft CPPs. All comments and recommendations from the Planning Commission, City Council, and the public will be brought back to GMASC by the August 16, 2024 deadline.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. 2021_Skagit_CPP Redlines ALL 6_24
2. A-6 Framework Agreement C20020423

Skagit County

Countywide Planning Policies

January 2024 Proposed Revisions to include
Housing (HB1220) and Climate (HB 1181) 2024

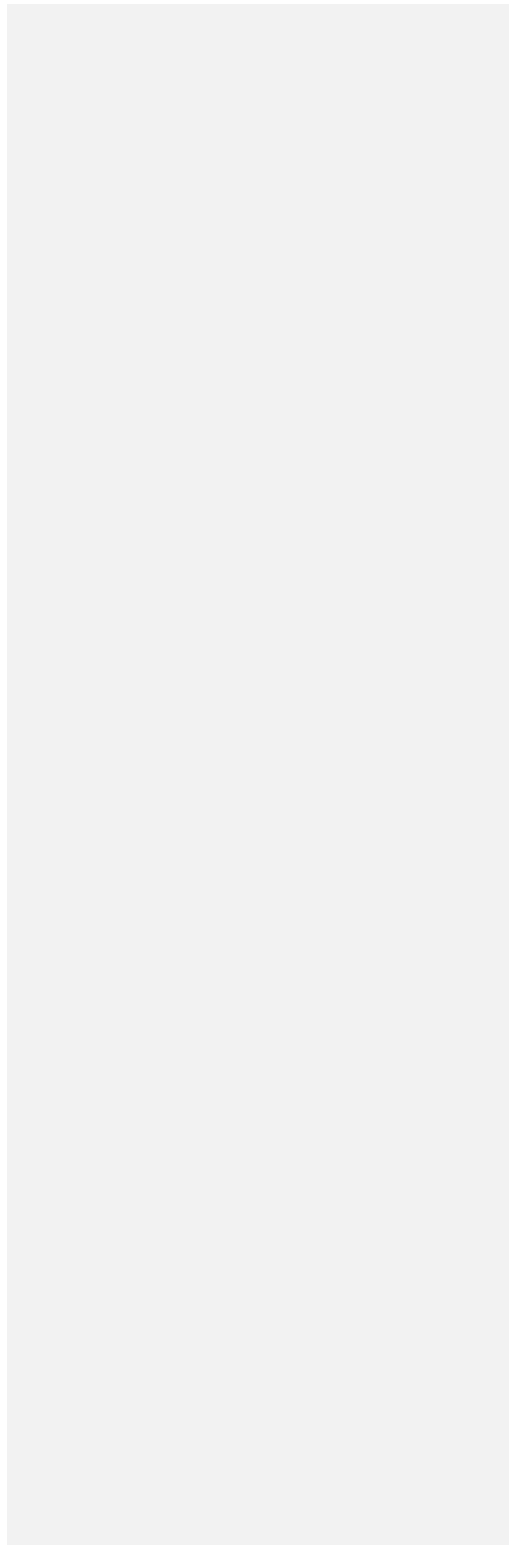
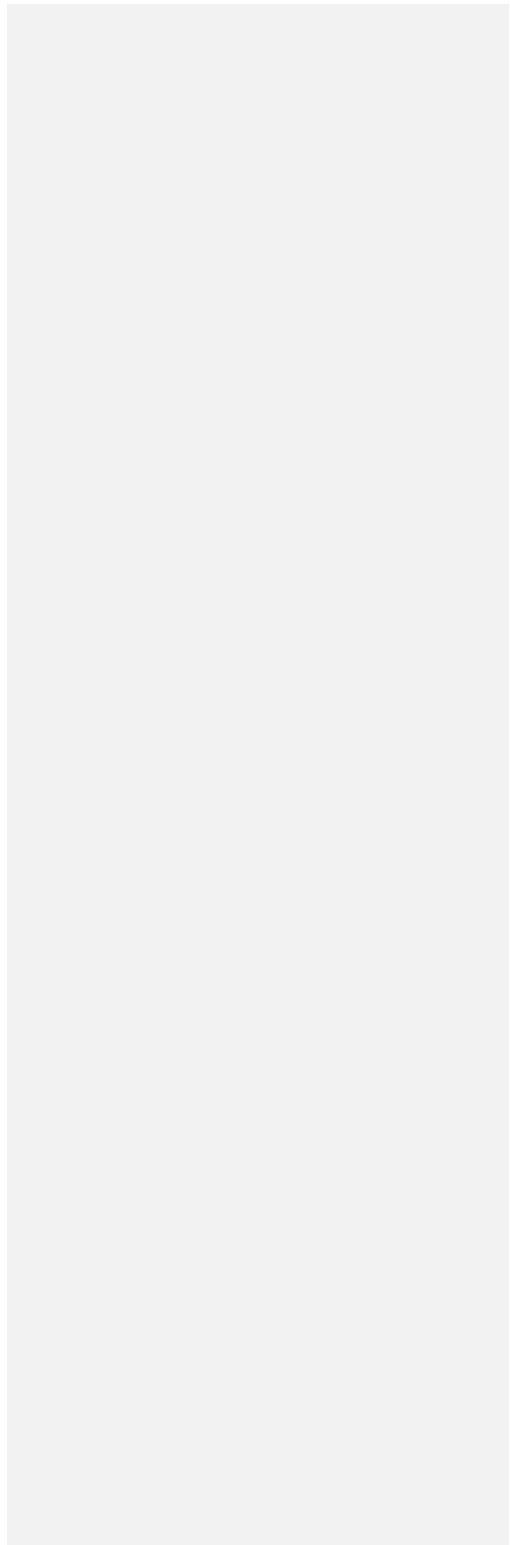


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Appendix B. Growth Allocations Procedures	

GMA Goal 14 added (2023) Section 14: Climate Change and resiliency. Ensure that comprehensive plans, development regulations, and regional policies, plans and strategies under RCW 36.70A.201 and Chapter RCW 47.80 adapt to and mitigate the effects of a changing climate, support reductions in greenhouse gas emissions and per capita vehicle miles traveled; prepare for climate impact scenarios; foster resiliency to climate impacts and natural hazards; protect and enhance environmental, economic, and human health and safety; and advance environmental justice.

The greenhouse gas emissions reduction sub- element and resiliency element is mandatory for the jurisdictions specified in **RCW 36.70A.95**



Skagit County Countywide Planning Policies

The Role of the Skagit County Countywide Planning Policies and the Comprehensive Plans

- i Pursuant to RCW 36.70A.210, these Skagit County Countywide Planning Policies (“Countywide Planning Policies” or “CPPs”) establish a countywide framework for developing county, city and town comprehensive plans (collectively “Comprehensive Plans”).
- ii Except as otherwise provided for by law, Skagit County, municipalities, and state agencies are subject to the Countywide Planning Policies. The Skagit County Comprehensive Plan, and the comprehensive plans of the cities and towns within Skagit County shall be consistent with these policies.
- iii The 2002 Framework Agreement – executed by Skagit County and every city and town within the county – guides the process for adoption and amendment of Countywide Planning Policies.
- iv The Board of County Commissioners adopt and amend Countywide Planning Policies in cooperation with the cities and towns, consistent with RCW 36.70A.210 and the 2002 Framework Agreement.
- v All Elements of Comprehensive Plans, including maps and procedures, shall comply with these policies. Amendments to the other components of Comprehensive Plans shall conform to these policies.
- vi As required by RCW 36.70A.120, activities and capital budgeting decisions made by Skagit County, and all cities and towns located within the county, shall be made in conformity with the locally adopted comprehensive plan.
- vii The Skagit County Comprehensive Plan adopts by reference the following functional plans: Shoreline, Drainage, Floodplain, Schools, Special Districts, Parks and Recreation, Transportation, Watershed, the Coordinated Water System Plan and any other functional plans adopted by Skagit County. Each referenced plan shall be coordinated with, and consistent with, the Skagit County Comprehensive Plan.
- viii All disputes over the proper interpretation of other functional plans and all implementing regulations, including zoning maps and zoning regulations, shall be resolved in favor of the interpretation which most clearly achieves Countywide Planning Policies.
- ix Local governments shall pursue methods of collecting and displaying statistics, maps and other information necessary for government.

Countywide Planning Policies, [January 20242024Proposed Revisions to include Housing \(HB 1220\) and Climate \(HB 1181\)](#). 1

- x Upon adoption of Comprehensive Plans, sub-area plans will be considered to address homogeneous natural features and communities.

1. Urban Growth
Encourage urban development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

- 1.1 Urban growth shall be allowed only within cities and towns, their designated Urban Growth Areas (“UGAs”) and within any non-municipal urban growth areas already characterized by urban growth, identified in the Skagit County Comprehensive Plan with a Capital Facilities Plan meeting urban standards. Population and employment land allocations for each UGA shall be consistent with the allocations shown in Appendix A.
- 1.2 Cities and towns and their urban growth areas, and non-municipal urban growth areas designated pursuant to CPP 1.1, shall include areas and densities sufficient to accommodate as a target 80% of the county's 20-year population projection.
- 1.3 Urban growth areas shall provide for urban densities of mixed uses and shall direct development of neighborhoods which provide adequate and accessible urban governmental services concurrent with development. The Growth Management Act (“GMA”) defines urban governmental services as those governmental services historically and typically delivered by cities, including storm and sanitary sewer systems, domestic water systems, street cleaning services, fire and police protection services, public transit services, and other public utilities associated with urban areas and normally not associated with nonurban areas.
- 1.4 Urban growth areas shall include greenbelts, greenspace and open space, and encourage the preservation of wildlife habitat areas and healthy urban community forests.
- 1.5 Cities and towns shall encourage development, including greenbelt and open space areas, on existing vacant land and in-fill properties before expanding beyond their present corporate city limits towards urban growth boundaries.
- 1.6 Annexations beyond urban growth areas are prohibited.
- 1.7 The baseline for 20-year countywide population forecasts shall be the official Growth Management Act Population Projections from the State of Washington’s Office of Financial Management. The Growth Management Act Technical Advisory Committee (“Planners Committee”) shall recommend the process for allocating forecasted population and employment, which shall be cooperatively reviewed by the Growth Management Act Steering Committee (“GMASC”), consistent with the 2002 Framework Agreement. Final growth allocations will be ratified by each government’s legislative body. The growth allocation process shall use the procedures in Appendix B, which calls for the following steps:
 - a. Initial Growth Allocations;
 - b. Reconciliation;
 - c. Long Term Monitoring; and

Countywide Planning Policies, January 20242021Proposed Revisions to include Housing (HB 1220) and Climate (HB 1181) 3

HB 1220 added new housing allocations, now included in **RCW 36.70A.070** Comprehensive Plans-Mandatory Element

d. Allocation Adjustment.

1.8 Skagit County, the cities and towns shall use consistent development and housing land capacity analysis methods as approved by the GMASC to determine the capacity of Urban Growth Areas to accommodate population and employment growth and housing produced in the different AMI categories provided by the Department of Commerce. ~~Jurisdictions will supply a capacity amount of undeveloped buildable urban land needed inventory done as part of their periodic updates, to the Skagit Council of Governments. The inventory of the undeveloped buildable urban land supply is to be maintained by Skagit County in a Regional Geographic Information Systems database.~~

1.9 Skagit County, the cities and towns will establish a common method to monitor urban development and housing development to evaluate the rate of growth and maintain an inventory of the amount of buildable land remaining and the amount of housing produced in the different AMI categories provided by the Department of Commerce. The Planners Committee shall develop a monitoring process, prepare annual monitoring reports and present the reports to the Growth Management Act Steering Committee annually.

1.10 All growth outside the urban growth boundary shall be rural in nature as defined in the Rural Element, not requiring urban governmental services, except in those limited circumstances shown to be necessary to the satisfaction of both Skagit County and the affected city/town to protect basic public health, safety and the environment, and when such services are financially supportable at rural densities and do not permit urban development

1.11 Prior to altering urban growth areas, or as part of a periodic update, a climate impact analysis shall be completed. The climate impact analysis shall evaluate the greenhouse gas (GHG) and vehicle miles traveled (VMT) impacts associated with the proposed change and consider climate vulnerability and resilience scenarios created by the change. The analysis shall also consider the GHG and VMT impacts associated with other feasible alternatives for accommodating projected growth. Preference shall be given to alternatives that reduce per capita VMT and GHG emissions and changes that increase climate resilience and protect vulnerable populations and overburdened communities.

1.10

1.8 Added housing capacity analysis to the existing land capacity analysis. Removed GMASC requirements for methodology approval. Removed Skagit County GIS requirement to store data. SCOG will collect land and housing capacity reports.

1.9 Department of Commerce AMI categories for different types of housing will be used for reconciliation and monitoring reports

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2. Reduce Sprawl

Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

- 2.1 Contiguous and orderly development and provision of urban services to such development within urban growth boundaries shall be required.
- 2.2 Development within the urban growth area shall be coordinated and phased through inter-agency agreements.
- 2.3 Rural development shall be allowed in areas outside of the urban growth boundaries having limited resource production values (e.g. agriculture, timber, mineral) and having access to public services. Rural development shall have access through suitable county roads, have limited impact on agricultural, timber, mineral lands, critical areas, shorelands, historic landscapes or cultural resources and must address their drainage and ground water impacts.
- 2.4 Rural commercial and industrial development shall be consistent with that permitted by the Growth Management Act, specifically including RCW 36.70A.070(5)(d) and related provisions and the 1997 ESB 6094 amendments thereto. This development shall not be urban in scale or character or require the extension of urban services outside of urban growth areas, except where necessary to address an existing public health, safety or environmental problem.
- 2.5 Rural commercial and industrial development shall be of a scale and nature consistent and compatible with rural character and rural services, or as otherwise allowed under RCW 36.70A.070(5)(d), and may include commercial services to serve the rural population, natural resource-related industries, small scale businesses and cottage industries that provide job opportunities for rural residents, and recreation, tourism and resort development that relies on the natural environment unique to the rural area.
- 2.6 Priority consideration will be given to siting of new rural commercial and industrial uses in areas of existing development, including existing Rural Villages and existing Rural Centers, followed by already developed sites in the rural area, and only lastly to wholly undeveloped sites in the rural area.
- 2.7 Master planned sites designated for industrial and large-scale commercial uses shall be clustered, landscaped, and buffered to alleviate adverse impacts to surrounding areas.
- 2.8 Commercial areas should be aggregated in cluster form, be pedestrian oriented, provide adequate parking and be designed to accommodate public transit.

- 2.9 Urban commercial and urban industrial development, except development directly dependent on local agriculture, forestry, mining, aquatic and resource operations, and major industrial development which meets the criteria contained in RCW 36.70A.365, should be restricted to urban or urban growth areas where adequate transportation networks and appropriate utility services are available.

The process to consider siting of specific major industrial developments outside of urban growth areas shall follow the process included in the 2002 Framework Agreement for adoption of Countywide Planning Policies. Major industrial developments shall mean a master planned location for specific manufacturing, industrial, or commercial business that:

1. Requires a parcel of land so large that no suitable parcels are available within an urban growth area; or
2. Is a natural resource-based industry requiring a location near agricultural land, forest land, or mineral resource land upon which it is dependent. The major industrial development shall not be for the purpose of retail commercial development or multi-tenant office park.

A major industrial development may be approved outside an urban growth area if the following criteria are met:

1. New infrastructure is provided for and/or applicable impact fees are paid;
2. Transit-oriented site planning and traffic demand management programs are implemented;
3. Buffers are provided between the major industrial development and adjacent non-urban areas;
4. Environmental protection including air and water quality has been addressed and provided for;
5. Development regulations are established to ensure that urban growth will not occur in adjacent non-urban areas;
6. Provision is made to mitigate adverse impacts on designated agricultural lands, forest lands, and mineral resource lands;
8. The plan for the major industrial development is consistent with Skagit County's development regulations established for the protection of critical areas; and

9. An inventory of developable land has been conducted and Skagit County has determined and entered findings that land suitable to site the major industrial development is unavailable within the urban growth area. Priority shall be given to applications for sites that are adjacent to or in close proximity to the urban growth areas.

Final approval of an application for a major industrial development shall be considered an adopted amendment to the Skagit County Comprehensive Plan adopted pursuant to RCW 36.70A.070 designating the major industrial development site on the land use map as an urban growth area. Final approval of the application shall not be considered an amendment to the Skagit County Comprehensive Plan for the purposes of RCW 36.70A.130(2) and may be considered at any time.

- 2.10 Establishment or expansion of local improvement districts and special purpose taxing districts, except flood control, diking districts and other districts formed for the purpose of protecting water quality, in designated commercial forest resource lands shall be discouraged.

3. Transportation

Encourage efficient multimodal transportation systems that will reduce greenhouse gas emissions and per capita vehicle miles traveled and are based on regional priorities and coordinated with county and city comprehensive plans.

- 3.1 Multi-purpose Multimodal transportation routes and facilities shall be designed to accommodate present and future traffic volumes.
- 3.2 Primary arterial access points shall be designed to ensure maximum safety while minimizing traffic flow disruptions.
- 3.3 The development of new transportation routes and improvements to existing routes shall be consistent with VMT and GHG reduction targets and shall minimize adverse social, economic and environmental impacts and costs, especially those impacts to vulnerable populations and overburdened communities.
- 3.4 Transportation elements of Comprehensive Plans shall be designed to; facilitate the flow of people, goods and services so as to strengthen the local and regional economy; conform with the Land Use Element; be based upon an inventory of the existing Skagit County transportation network and needs; and encourage the conservation of energy and reduction of VMT and GHG with the goal of meeting or exceeding Washington State targets.
- 3.5 Provisions in Comprehensive Plans for the location and improvement of existing and future transportation networks and public transportation shall be made in a manner consistent with the goals, policies and land use map of the locally adopted comprehensive plan.
- 3.6 The development of a recreational transportation network shall be encouraged and coordinated between state and local governments and private enterprises.
- 3.7 Transportation services for seniors and individuals with disabilities shall be provided by public transportation operators to provide for those who, through age and/or disability, are unable to transport themselves.
- 3.8 Multi-modal ~~I~~-level of service (LOS) standards and safety standards shall be established that coordinate and link with the urban growth and urban areas to coordinate optimize land use and transportation traffic compatibility over the long term. New development shall mitigate multimodal LOS deficiencies transportation impacts concurrently with the development and occupancy of the project. Acceptable mitigation may include active transportation facility improvements, increased or enhanced public transportation service, ride-sharing programs, demand management, or transportation systems management strategies funded by the development.
- 3.9 An all-weather arterial road system shall be coordinated with industrial and commercial areas.

Countywide Planning Policies, January 2024~~2021~~Proposed Revisions to include Housing (HB 1220) and Climate (HB 1181). 8

The greenhouse gas emissions reduction sub-element and resiliency sub-element is mandatory for the jurisdictions specified in **RCW 36.70A.95** The greenhouse has emissions sub-element of the Comprehensive plan must identify actions consistent with guidelines published pursuant to **RCW 70A.45.120** that will:

- (a) Result in reductions in overall GHG emissions generated by transportation and land use within the jurisdiction but without increasing GHG elsewhere in the state;
- (b) Result in reductions in per capita VMT within the jurisdiction but without increasing VMT in the state
- (c) Prioritize reductions that benefit overburdened communities in order to maximize the co-benefits of reduced air pollution and environmental justice.

WAC 365-196-840 Concurrency - In urban areas, the department recommends counties and cities adopt methodologies that analyze the transportation system from a comprehensive multi-modal perspective authorized by **RCW 36.70A.108**

- 3.10 Cost effectiveness shall be a consideration in transportation expenditure decisions and balanced for both safety and service improvements.
- 3.11 An integrated regional transportation system shall be designed to minimize air pollution, including a reduction of vehicle related greenhouse gas emissions and reduction of vehicle miles travelled by promoting the use of alternative transportation modes, reducing vehicular traffic, maintaining acceptable multimodal levels of service, ~~traffic flow~~, and siting of facilities.
- 3.12 All new and expanded transportation facilities and transportation system improvements shall be sited, constructed and maintained to minimize noise levels and shall not have the effect of increasing per capita VMT or greenhouse gas emissions.
- 3.13 Increase the percentage of trips made using transit by prioritizing transit service hours and capital investments for routes serving urban corridors with high levels of ridership potential where dense concentrations of housing, employment, or services exist or are planned.
- 3.14 Develop a regional network of active transportation facilities and connect major regional cities with a multi-use path system.

3.12

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4. Housing

Plan for and accommodate ~~Encourage the availability~~ of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

4.1 ~~Allow for an adequate supply of land use options to provide housing for a wide range of incomes, housing types and densities.~~ Comprehensive Plans must include a housing element that plans for and accommodates housing affordable to all economic segments of the population. The housing element must include an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth, including units for low, very low and extremely low-income households, and emergency housing, emergency shelters and permanent supportive housing (PSH).

4.2 ~~At a minimum, each jurisdiction shall provide sufficient capacity to accommodate the number and type of units allocated to the jurisdiction through regional allocation process described in Appendix B. Comprehensive plans, development regulations, and funding mechanisms shall also be consistent with the following housing allocation policies:~~

- a. ~~Housing allocations including PSH, low, very low and extremely low-income households shall be prioritized in, and shall be primarily allocated to, urban areas with good access to transit and services.~~
- b. ~~Rural areas typically lack access to transit and services, but may have localized or unique housing needs, such as housing for rural resource employees or housing for extended family members. In such areas, accessory dwelling units may be considered.~~
- c. ~~Consistent with the process described in Appendix B, locations without access to transit or services, including rural areas and towns, may have some of their allocation of low, very low and extremely low-income households, emergency shelters and PSH given by the Department of Commerce methodology or an approved equivalent quantitative method, reallocated to urban areas in cities with more access to services and transit.~~
- d. ~~The reconciliation process described in Appendix B may be used to reallocate housing numbers if needed, in coordination with land capacity analysis and population and employment allocation reconciliation processes.~~
- e. ~~Avoid further concentrations of low-income, PSH and emergency shelter housing.~~
- f. ~~Increase opportunities and capacity for housing that is affordable and close to employment, education, shopping, public services and public transit.~~

HB 1220 resulted in new required housing allocations as part of **RCW 36.70A.070** Comprehensive Plans-Mandatory elements in order to plan for and accommodate housing for different area median incomes (AMI)

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RCW 36.70A.070 Comprehensive Plans Mandatory Elements includes consideration of the role of accessory dwelling units.

4.1g. To provide equal access and to equitably meet the needs of Skagit County's vulnerable populations, PSH and emergency shelter capacity will be allocated to urban areas in a geographically balanced fashion and proportionate to each UGA's population.

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4.24.3 Public/private partnerships shall be encouraged to build affordable housing and devise incentives for innovative and environmentally sensitive design to meet the housing needs of people with low and moderate incomes and special needs populations.

4.34.4 Comprehensive Plans should support innovative land use management techniques, including, but not limited to, density bonuses, cluster housing, planned unit developments and the transfer of development rights.

4.44.5 The existing affordable housing stock should be maintained and efforts to rehabilitate older and substandard housing, which are otherwise consistent with comprehensive plan policies, should be encouraged.

4.54.6 The construction of housing that promotes innovative, energy efficient and less expensive building technologies shall be encouraged.

4.64.7 Provisions in Comprehensive Plans for the location of residential development shall be made in a manner consistent with protecting natural resource lands, aquatic resources, and critical areas.

4.8 The County and Cities, and public housing authorities, should participate in multi-jurisdictional affordable housing programs with the goal to increase housing for low-income, PSH and emergency shelters. These programs will be cooperative efforts that include public agencies, non-profits, and other providers of housing. Manufactured home parks shall be allowed only within urban or urban growth areas.

4.9 The County and Cities, in cooperation with housing and human services providers should create an actionable countywide strategy to coordinate the development of public supported housing projects which includes a funding strategy addressing capital and operating.

4.74.10 Regional funding mechanisms and the capital plans of public housing providers should be consistent with the housing allocations established through each jurisdiction's Comprehensive Plan.

4.7 Removal of requirements for mobile home parks only within urban or urban growth areas. Allows for more flexibility in LAMIRDS if services are available.

4.8, 4.9 and 4.10 - ensure that housing elements of jurisdictions are consistent with North Star initiative.

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5. Economic Development

Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

- 5.1 The development of environmentally sensitive industries shall be encouraged.
- 5.2 Home occupations that do not significantly change or impact neighborhood character shall be permitted.
- 5.3 Economic diversity should be encouraged in rural communities where special incentives and services can be provided.
- 5.4 Commercial and industrial activities directly related to local natural resource production may be allowed in designated natural resource areas provided they can demonstrate their location and existence as natural resource area dependent businesses.
- 5.5 A diversified economic base shall be encouraged to minimize the vulnerability of the local economy to economic fluctuations.
- 5.6 Commercial, industrial and residential acreage shall be designated to meet future needs without adversely affecting natural resource lands, critical areas, and rural character and life styles.
- 5.7 Tourism, recreation and land preservation shall be promoted provided they do not conflict with the long-term commercial significance of natural resources and critical areas or rural life styles.
- 5.8 Agriculture, forestry, aquatic resources and mineral extraction shall be encouraged both within and outside of designated resource lands.
- 5.9 The primary land use within designated forest resource lands shall be commercial forestry. Residential development shall be strongly discouraged within designated forest resource lands.
- 5.10 Lands within designated agricultural resource areas should remain in large parcels and ownership patterns conducive to commercial agricultural operations and production.

- 5.11 Skagit County shall conserve agriculture, aquaculture, forest and mineral resources for productive use by designating natural resource lands and aquatic resource areas, where the principal and preferred land uses will be long term commercial resource management.
- 5.12 Value added natural resource industries shall be encouraged.
- 5.13 Skagit County shall increase the availability of renewable resources and encourage the maximum attainable recycling of non-renewable resources.
- 5.14 Commercial and industrial activities directly related to or dependent on local aquatic resource areas should be encouraged in shoreline areas provided they are shoreline dependent and/or related.
- 5.15 Comprehensive Plans shall support and encourage economic development and employment to provide opportunities for prosperity.

6. Property Rights

Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

- 6.1 Proposed regulatory or administrative actions shall not result in an unconstitutional taking of private property.
- 6.2 The rights of property owners operating under current land use regulations shall be preserved unless a clear public health, safety or welfare purpose is served by more restrictive regulation.
- 6.3 Surface water runoff and drainage facilities shall be designed and utilized in a manner which protects against the destruction of private property and the degradation of water quality.

7. Permits

Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

- 7.1 Inter-agency agreements with other agencies to facilitate multi-agency permits shall be pursued to better serve the public.
- 7.2 Upon receipt of a complete application, land use proposals and permits shall be expeditiously reviewed and decisions made in a timely manner.
- 7.3 Variances that would create a policy violation of a jurisdiction's comprehensive plan shall not be permitted.
- 7.4 New implementing codes and amendments shall provide clear regulations to reduce the possibility of multiple interpretations by staff and applicants.
- 7.5 Impact fees shall be imposed through established ordinances, procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact.
- 7.6 Special purpose districts permitted by statute to request impact fees shall to the extent possible utilize similar formulas to calculate costs of new development.

8. Natural Resource Industries

Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses.

- 8.1 Identified critical areas, shorelands, aquatic resource areas and natural resource lands shall be protected by restricting conversion. Encroachment by incompatible uses shall be prevented by maintenance of adequate buffering between conflicting activities.
- 8.2 Land uses adjacent to agricultural, forest, or mineral resource lands and designated aquatic resource areas shall not interfere with the continued use of these designated lands for the production of food, agricultural and aquatic based products, or timber, or for the extraction of minerals.
- 8.3 Forest and agricultural lands located within urban growth areas shall not be designated as forest or agricultural land of long-term commercial significance unless a program authorizing transfer or purchase of development rights is established.
- 8.4 Mining sites or portions of mining sites shall be reclaimed when they are abandoned, depleted, or when operations are discontinued for long periods.
- 8.5 Long-term commercially significant natural resource lands and designated aquatic resource areas shall be protected and conserved. Skagit County shall adopt policies and regulations that encourage and facilitate the retention and enhancement of natural resource areas in perpetuity.
- 8.6 When plats, short plats, building permits and development permits are issued for development activities on or adjacent to natural resource lands and aquatic resource areas, notice shall be provided to those seeking permit approvals that certain activities may occur that are not compatible with residences.
- 8.7 Fishery resources, including the county's river systems inclusive of their tributaries, as well as the area's lakes, associated wetlands, and marine waters, shall be protected and enhanced for continued productivity.
- 8.8 Skagit County shall encourage sustainable use of the natural resources of the County, including but not limited to agriculture, forestry, and aquatic resources.
- 8.9 Skagit County shall conserve agricultural, aquatic based, forest and mineral resources for productive use by designating natural resource lands and aquatic resource areas where the principal and preferred land uses will be long-term commercial resource management.

9. Open Space and Recreation

Retain open space and green space, enhance recreational opportunities, ~~conserve~~ enhance fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

Revised to be consistent with **RCW 36.70A.070** Planning Goals

- 9.1 Open space corridors within and between urban growth areas shall be identified. These areas shall include lands useful for recreation, fish and wildlife habitat, trails, and connection of critical areas.
- 9.2 To preserve open space and create recreational opportunities, innovative regulatory techniques and incentives such as but not limited to, purchase of development rights, transfer of development rights, conservation easements, land trusts and community acquisition of lands for public ownership shall be encouraged.
- 9.3 The use of Open Space Taxation Laws shall be encouraged as a useful method of land use control and resource preservation.
- 9.4 Expansion and enhancement of parks, recreation and scenic areas and viewing points shall be identified, planned for and improved in shorelands, and urban and rural designated areas.
- 9.5 Property owners shall be encouraged to site and design new construction to minimize disruption of visual amenities and solar resources of adjacent property owners, public road ways, parks, lakes, waterways and beaches.
- 9.6 Development of new park and recreational facilities shall adhere to the policies set out in Comprehensive Plans.
- 9.7 The Skagit Wild and Scenic River System (which includes portions of the Sauk, Suiattle, Cascade and Skagit Rivers) is a resource that should be protected, enhanced and utilized for recreation purposes when there are not potential conflicts with the values (fisheries, wildlife, and scenic quality) of the river system.
- 9.8 Incompatible adjacent uses including industrial and commercial areas shall be adequately buffered by means of landscaping, or by maintaining recreation and open space corridors.
- 9.9 A park and recreation system shall be promoted which is integrated with existing and planned land use patterns.
- 9.10 Indoor and outdoor recreation facilities shall be designed to provide a wide range of opportunities allowing for individual needs of those using these facilities.

- 9.11 School districts, public agencies and private entities should work together to develop joint inter-agency agreements to provide facilities that not only meet the demands of the education for our youth, but also provide for public recreation opportunities that reduce the unnecessary duplication of facilities within Skagit County.
- 9.12 In planning new park and recreation facilities, consideration shall be given to natural features, topography, floodplains, relationship to population characteristics, types of facilities, various user group needs and standards of access, including travel time.

10. Environment

Protect **and enhance** the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

Revised to be consistent with
RCW 36.70A.070 Planning Goals

- 10.1 Natural resource lands, including aquatic resource areas and critical areas shall be classified and designated, and regulations adopted to assure their long-term conservation. Land uses and developments which are incompatible with critical areas shall be prohibited except when impacts from such uses and developments can be mitigated.
- 10.2 Land use decisions shall take into account the immediate and long-range cumulative effects of proposed uses on the environment, both on- and off-site.
- 10.3 Reduce the loss of critical aquatic and terrestrial habitat by minimizing habitat fragmentation.
- 10.4 Wetlands, woodlands, watersheds and aquifers are essential components of the hydrologic system and shall be managed to protect surface and groundwater quality.
- 10.5 Recognize the river systems within Skagit County as pivotal freshwater resources and manage development within the greater watershed in a manner consistent with planning practices that enhance the integrity of the aquatic resource, fish and wildlife habitat, and recreational and aesthetic qualities.
- 10.6 Rural character shall be preserved by regulatory mechanisms through which development can occur with minimal environmental impact.
- 10.7 Development shall be directed away from designated natural resource lands, aquatic resource areas and critical areas.
- 10.8 The conversion of tidelands to uplands by means of diking, drainage and filling shall be prohibited, except when carried out by a public body to implement Comprehensive Plans for flood plain management or to respond to a natural disaster threatening life and property.
- 10.9 Septic systems, disposal of dredge spoils and land excavation, filling and clearing activities shall not have an adverse significant effect on Skagit County waters with respect to public health, fisheries, aquifers, water quality, wetlands, wildlife habitat, natural marine ecology and aquatic based resources.
- 10.10 Usual and accustomed activities on natural resource lands and aquatic resource areas shall be protected from interference when they are conducted in accordance with best management practices and environmental laws.

- 10.11 When evaluating and conditioning commercial, industrial or residential development, local governments shall consider threatened or endangered wildlife.
- 10.12 Enter into inter-agency agreements with appropriate state and local agencies and Native American Tribes for compliance with watershed protection, including but not limited to, the cumulative effects of construction, logging and non-point pollution in watersheds.
- 10.13 Cooperate with appropriate local, state and Federal agencies, to develop and implement flood hazard reduction programs, consistent with and supportive of the Corps Feasibility Study_ and consistent with the Climate Chapters of Comprehensive Plans and Hazard Mitigation Plans.
- 10.14 The Skagit River Floodway and the Skagit River Floodplain shall be regulated to protect human life, property and the public health and safety of the citizens of Skagit County; minimize the expenditure of public money; and maintain flood insurance eligibility while avoiding regulations which are unnecessary restrictive or difficult to administer.
- 10.15 Work together to provide ongoing public education about flooding in a coordinated and consistent program, and adopt a flood hazard reduction plan, that works together with the natural and beneficial functions of floodplains.

RCW 36.70A.070- internal consistency required among components within comprehensive plan

RCW 36.70A.100 -consistency required between neighboring jurisdictions

RCW 36.70A.070(6) -consistency between State and local

11. Citizen Participation and Coordination

Encourage the involvement of citizens in the planning process, including the participation of vulnerable populations and overburdened communities, and ensure coordination between communities and jurisdictions to reconcile conflicts.

- 11.1 Maintain procedures to provide for the broad dissemination of proposals and alternatives for public inspection; opportunities for written comments; public hearings after effective notice; open discussions; communication programs and information services; consideration of and response to public comments; and the notification of the public for the adoption, implementation and evaluation of locally adopted comprehensive plans.
- 11.2 Continue to encourage public awareness of Comprehensive Plans by providing for public participation opportunities and public education programs that include ways to solicit participation from vulnerable populations and overburdened communities designed to promote a widespread understanding of the Plans' purpose and intent.
- 11.3 For land use proposals, including those within the marine environment, all applicants shall bear the costs for public notification, by mail, and by posting of signs. Affected neighbors and surrounding shoreline owners shall be notified as prescribed by ordinance.
- 11.4 Provide regular and ongoing opportunities for public review and comment throughout the development process of Comprehensive Plans.
- 11.5 Encourage citizen participation throughout the planning process as mandated by Washington state statute and codes for environmental, land use, and development permits.
- 11.6 Utilize broad based Citizen Advisory Committees to participate and assist in the Element development of the Comprehensive Plans, sub-area plans and functional plans.

HB 1181 Requires a climate chapter for jurisdictions specified in **RCW 36.70A.095** and is encouraged for all other jurisdictions. A climate change and resiliency sub-element is required for jurisdictions in Skagit County with populations greater than 6,000. This includes new public outreach requirements to include participation from vulnerable populations and overburdened communities.

12. Public Facilities and Services

Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

- 12.1 Public facilities and services shall be integrated and consistent with locally adopted comprehensive plans and implementing regulations.
- 12.2 All communities within a region shall fairly share the burden of regional public facilities. (The GMA defines regional public facilities as streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, parks, recreational facilities and schools.)
- 12.3 A process shall be developed for identifying and siting essential public facilities. Comprehensive Plans may not preclude the siting of essential public facilities. (The GMA defines essential public facilities as those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities, state and local corrections facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities.)
- 12.4 Lands shall be identified for public purposes, such as: utility corridors, transportation corridors, landfill, sewage treatment facilities, recreation, schools, and other public uses. Skagit County shall work with the state, cities, towns, communities and utility providers to identify areas of shared need for public facilities.
- 12.5 Lands designated for urban growth by Comprehensive Plans shall have an urban level of regional public facilities prior to or concurrent with development.
- 12.6 Development shall be allowed only when and where all public facilities are adequate, and only when and where such development can be adequately served by regional public services without reducing levels of service elsewhere.
- 12.7 Public facilities and services needed to support development shall be available concurrent with the impacts of development.
- 12.8 The financing for system improvements to public facilities to serve new development must provide for a balance between impact fees and other sources of public funds and cannot rely solely on impact fees.

- 12.9 New development shall pay for or provide for its share of new infrastructure through impact fees or as conditions of development through the environmental review process.
- 12.10 Public water supply for new development shall conform to or exceed the Coordinated Water System Plan for public water systems.
- 12.11 Future development of land adjacent to existing and proposed schools and other public facilities shall be compatible with such uses.
- 12.12 Library services within Skagit County should be developed and coordinated to assure the delivery of comprehensive services throughout the county, with Skagit County, cities and towns fairly sharing the burden.
- 12.13 A county-wide recycling program shall be maintained.
- 12.14 Public drainage facilities shall be designed to control both stormwater quantity and quality impacts.
- 12.15 Provide results of the required six-year capital facilities plan, including a financing plan, and ensure consistency with land use designations.
- 12.16 Citizens shall have the opportunity to participate in and comment on proposed capital facilities financing.
- 12.17 The Washington State Boundary Review Board for Skagit County should be disbanded pursuant to RCW 36.93.230 provided that the following tasks are accomplished: (a) that ALL cities and the County have adopted comprehensive plans and development regulations consistent with the requirements of these Countywide Planning Policies and RCW 36.70A, including appropriate urban levels of service for all public facilities and services; (b) that ALL cities and the County have adopted a concurrency ordinance that requires the adopted urban levels of service addressed in (a) above be accomplished in time frames that are consistent with RCW 36.70A.; (c) that special purpose districts that serve UGAs have adopted urban levels of service standards appropriate for their service areas; (d) that ALL cities and the County have an adopted capital facility plan for urban levels of service that indicates sources of revenue and a timeline for meeting such service; and (e) that ALL cities and special purpose districts have in place adopted “interlocal agreements” that discuss arrangements for transfer of assets and obligations that may be affected by transformance of governance or annexation of the service area consistent with the requirements of applicable RCWs.

13. Historic Preservation

Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.

- 13.1 Cooperate with local historic preservation groups to ensure coordination of plans and policies by the Washington state Department of Archeology and Historic Preservation.

14. Climate Change and Resiliency

Ensure that Comprehensive Plans, development regulations, and regional policies, plans, and strategies under RCW 36.70A.210 and 47.80 RCW adapt to and mitigate the effects of a changing climate; support reductions in greenhouse gas emissions and per capita vehicle miles travelled; prepare for climate impacts and natural hazards; protect and enhance environmental, economic, human health and safety; and advance environmental justice.

14.1 VMT reduction targets will meet or exceed Washington State VMT reduction targets and be consistent with Washington State law.

- a. Direct the majority of urban population growth to mixed use transit accessible corridors.
- b. Prioritize transit service in urban corridors with high ridership potential or where dense concentrations of housing, employment, and services exist or are planned, and as a means of providing frequent, reliable, and direct connections between regional centers.
- c. Local and regional plans shall include multimodal level of service standards and measures to ensure growth related transportation system impacts are mitigated through active transportation improvements, increased or enhanced public transportation service, ride sharing programs, demand management, or other appropriate measures that can be shown to reduce VMT.

14.2 GHG reduction targets will be consistent with Washington State reduction targets as part of the State adopted Transportation Carbon Reduction Strategy per RCW 70A2.45.020.

14.3 Comprehensive Plans, capital plans, and the regional transportation plan, will consider the effects of climate change. Effects could include riverine flooding, coastal flooding due to sea level rise, wildfire risk, extreme heat, and impacts to water resources such as reduced instream flows, seawater intrusion, and decreased groundwater availability. Preference will be given to policies, actions and strategies that avoid, minimize or mitigate the impacts of climate change on human health or the natural environment, and that reduce VMT and GHG.

14.4 Comprehensive Plans, capital plans and the regional transportation plan shall include measures that address the impacts of climate change on vulnerable populations and overburdened communities.

HB 1181 requires a climate chapter for jurisdictions specified in **RCW 36.70A.095** and is encouraged for all other jurisdictions. The climate change chapter requires a greenhouse gas reduction sub-element and resiliency sub-element. This is required for jurisdictions in Skagit County with populations greater than 6,000

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GHG and VMT reduction targets align with State carbon reduction strategy per **RCW 70A2.45.020**

Appendix A. Growth Allocations

Table 1: 2036 Initial Growth Allocations				
Urban Growth Areas	2015—2036 Forecast Population Growth	Total 2036 Population	2015—2036 Forecast Employment Growth	Total 2036 Employment
Anacortes	5,895	22,293	2,076	10,480
Burlington	3,808	14,272	3,516	13,412
Mount Vernon	12,434	47,403	4,785	21,288
Sedro-Woolley	4,555	17,069	4,427	9,179
Concrete	320	1,193	109	467
Hamilton	114	427	66	288
La Conner	329	1,226	329	1,420
Lyman	162	605	9	38
Bayview Ridge	72	1,883	1,799	3,455
Swinomish	912	3,416	290	1,247
UGAs Subtotal	28,601	109,787	17,406	61,274
Rural (outside UGAs)	7,150	45,665	1,447	9,343
County Total	35,751	155,452	18,853	70,617

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Table 1 Approved (December 2023) Projected Population Growth						
Urban Growth Areas		2022 Population Estimates	2045 Initial Population Allocations	2022-2045 Projected Population Growth		
				Amount	Percent of Total Growth	Percent Growth by Area
Anacortes		17,983	22,971	4,988	16.9%	27.7%
Burlington		12,111	16,930	4,819	16.3%	39.8%
Mount Vernon		37,679	46,460	8,781	29.7%	23.3%
Sedro- Woolley		14,096	18,582	4,486	15.2%	31.8%
Concrete		949	1,130	181	0.6%	19.1%
Hamilton		302	302	0	0.0%	0.0%
La Conner		980	1,191	211	0.7%	21.5%
Lyman		425	425	0	0.0%	0.0%
Bayview Ridge		1,694	1,694	0	0.0%	0.0%
Swinomish		2,565	2,764	199	0.7%	7.8%
UGA Subtotal		88,784	112,449	23,665	80.0%	N/A

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Countywide Planning Policies, January 20242024 Proposed Revisions to include Housing (HB 1220) and Climate (HB 1181).

<u>Rural (outside UGAs)</u>	<u>42,465</u>	<u>48,381</u>	<u>5,916</u>	<u>20.0%</u>	<u>13.9%</u>
<u>Grand Total</u>	<u>131,249</u>	<u>160,830</u>	<u>29,581</u>	<u>100.0%</u>	<u>N/A</u>

<u>Table 2. Approved (December 2023) Allocations of Net New Housing</u>								
	<u>Initial Allocations of Net New Housing Needed (2020-2045)</u>							
<u>Urban Growth Areas</u>	<u>0-30% AMI*</u>	<u>31-50% AMI</u>	<u>51-80% AMI</u>	<u>81-100% AMI</u>	<u>101-120% AMI</u>	<u>Above 120% AMI</u>	<u>Total</u>	
<u>Anacortes</u>	<u>924</u>	<u>592</u>	<u>422</u>	<u>226</u>	<u>201</u>	<u>577</u>	<u>2,942</u>	
<u>Burlington</u>	<u>893</u>	<u>572</u>	<u>408</u>	<u>218</u>	<u>194</u>	<u>558</u>	<u>2,843</u>	
<u>Mount Vernon</u>	<u>1,627</u>	<u>1,043</u>	<u>743</u>	<u>398</u>	<u>353</u>	<u>1,016</u>	<u>5,180</u>	
<u>Sedro-Woolley</u>	<u>831</u>	<u>533</u>	<u>380</u>	<u>203</u>	<u>180</u>	<u>519</u>	<u>2,646</u>	
<u>Concrete</u>	<u>34</u>	<u>22</u>	<u>15</u>	<u>8</u>	<u>7</u>	<u>21</u>	<u>107</u>	
<u>Hamilton</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
<u>La Conner</u>	<u>39</u>	<u>25</u>	<u>18</u>	<u>10</u>	<u>8</u>	<u>24</u>	<u>124</u>	
<u>Lyman</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
<u>Bayview Ridge</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
<u>Swinomish</u>	<u>37</u>	<u>24</u>	<u>17</u>	<u>9</u>	<u>8</u>	<u>23</u>	<u>118</u>	
<u>UGA Subtotal</u>	<u>4,385</u>	<u>2,811</u>	<u>2,003</u>	<u>1,072</u>	<u>951</u>	<u>2,738</u>	<u>13,960</u>	
<u>Rural (outside of UGA's)</u>	<u>89</u>	<u>57</u>	<u>501</u>	<u>268</u>	<u>238</u>	<u>2,337</u>	<u>3,490</u>	
<u>Grand Total</u>	<u>4,474</u>	<u>2,868</u>	<u>2,504</u>	<u>1,340</u>	<u>1,189</u>	<u>5,075</u>	<u>17,450</u>	

Notes:

- 1.) Figures may vary from Skagit County Population, Housing and Employment Growth Allocations Methodology findings due to rounding.
 - 2.) UGA is "Urban Growth Area"
 - 3.) AMI is "Area Median Income"
 - 4.) Emergency housing needs are documented in the Skagit County Population, Housing and Employment Growth Allocations Methodology.
- *0-30% AMI includes permanent supportive housing and non-permanent supportive housing.

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Table 3: Approved (December 2023) 2022-2023 Projected Employment Growth						
Urban Growth Areas		2022 Employment Estimates	2045 Initial Employment Allocations	2022-2045 Projected Employment Growth		
				Amount	Percent of Total Growth	Percent Growth by Area
Anacortes		9,503	12,648	3,145	15.3%	33.1%
Burlington		11,640	17,410	5,770	28.1%	49.6%
Mount Vernon		18,781	23,559	4,778	23.3%	25.4%
Sedro-Woolley		4,640	7,040	2,400	11.7%	51.7%
Concrete		391	506	115	0.6%	29.4%
Hamilton		466	489	23	0.1%	4.9%
La Conner		1,020	1,905	885	4.3%	86.8%
Lyman		56	76	20	0.1%	35.7%
Bayview Ridge		2,962	4,901	1,939	9.4%	65.5%
Swinomish		1,140	1,579	439	2.1%	38.5%
	UGA Subtotal	50,599	70,113	19,514	95.1%	N/A
Rural (outside of UGA's)		8,972	9,987	1,015	4.9%	11.3%
	Grand Total	59,571	80,100	20,529	100.0%	N/A

Notes:

- 1.) Percentages may not sum due to rounding.
- 2.) Figures may vary from Skagit County Population, Housing and Employment Growth Allocations Methodology findings due to rounding.
- 3.) UGA is "Urban Growth Area"
- 4.) The 2015 Planned Action Environmental Impact Statement for the SWIFT Center (formerly known as the "North Cascades Gateway Center") in Sedro-Woolley anticipates 2,855 additional jobs from 2016-2036. These additional jobs are not explicitly included with the 2045 initial employment allocation, though the land capacity conducts, and regional reconciliation process expected to begin late 2024 can account for additional planned employment.

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Appendix B. Growth Allocations Procedures

The process of setting and reviewing growth allocations shall be consistent with the 2002 Framework Agreement among Skagit County, the cities and towns as currently adopted or amended.

1. **Initial Growth Allocations:** The Planners Committee will develop initial population and employment, and housing allocations for review and adoption by the GMASC.

- a. The initial population allocations will be based on the most recently published official 20-year population projections for Skagit County from the Office of Financial Management.

- a.b. The initial housing allocations for review and adoption by the GMASC will be based on the Department of Commerce methodology or an approved equivalent quantitative methodology and be consistent with Countywide Planning Policy 4.

Jurisdictions shall use these initial allocations for at least one of the plan alternatives they evaluate for their GMA plan updates and housing plan updates.

2. **Reconciliation for Population and Employment Allocations:** Once the GMA comprehensive plan updates of jurisdictions have identified a preferred growth plan with sufficient detail to determine if the population and employment allocation can be accommodated, the GMASC will review and, if necessary, recommend adjusting the population and employment growth allocations to be included in the CPPs.
 - a. Skagit County, ~~the~~ and cities and towns shall jointly review the preferred growth alternatives proposed in local comprehensive plans for discrepancies with the allocation associated with Skagit County's preferred plan alternative.
 - b. Based on the land supply, permitted densities, capital facilities, urban service capacities and other information associated with the preferred growth alternatives of proposed local comprehensive plans, the Planners Committee shall recommend to the GMASC a reconciled 20-year population and employment allocation.
 - c. The GMASC shall review and recommend to the Board of County Commissioners a reconciled 20-year population and employment allocation. Substantial consideration shall be given to the plan of each jurisdiction, and the recommendation shall be consistent with the GMA and the CPPs.
 - d. The Board of County Commissioners shall consider the recommendation of the GMASC and shall replace the allocations in the CPPs with a reconciled 20-year population and employment allocation.

3. Reconciliation for Housing Allocations: Once the GMA comprehensive plan updates of jurisdictions have identified a preferred growth plan including housing allocations based on Department of Commerce guidelines and methodology, or a Commerce approved alternative quantitative method: the GMASC will review and, if necessary, recommend adjusting the housing allocations to be included in the CCP's.

- a. Skagit County and the cities and towns shall jointly review the preferred housing

Countywide Planning Policies, January 2024~~2021~~Proposed Revisions to include Housing (HB 1220) and Climate (HB 1181).

HB 1220 housing allocations added to growth allocation procedures. Includes using Department of Commerce methodology for housing AMI categories and housing types for the reconciliation process.

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allocations proposed in local comprehensive plans for discrepancies with the allocations associated with Skagit County's preferred plan alternative and Department of Commerce requirements.

b. This will be based on land capacity, permitted densities, transit availability, urban services provided, locations with good proximity to employment centers, alignment with the countywide strategy for development of public supported housing projects and assurance that low income and emergency shelter housing options are dispersed countywide. And any other information provided with the preferred housing alternatives of local comprehensive plans. The Planners Committee shall recommend to the GMASC a reconciled 20-year housing allocation.

c. The GMASC shall review and recommend to the Board of County Commissioners a reconciled 20-year housing allocation. Substantial consideration shall be given to the plan of each jurisdiction, and the recommendation shall be consistent with the adopted population and employment allocations, the GMA, Department of Commerce requirements and the CCP's.

d. The Board of County Commissioners shall consider the recommendation of the GMASC and shall replace the allocations in the CCP with a reconciled 20-year housing allocation parallel to the reconciliation process done for population and employment allocations.

~~d.e.~~ The reconciliation process for population, employment and housing are all done together as part of the overall reconciliation and will follow the process and procedures in the 2002 framework agreement.

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3.4 Long Term Monitoring: Subsequent to reconciliation, the GMASC shall maintain a long-term monitoring process to review annually ~~the~~ population, and employment and housing growth allocations contained in the CPPs.

- a. Skagit County, the cities and towns shall jointly monitor the following:
 - i. Estimated population and employment growth;
 - ii. Annexations and incorporations; and
 - ~~iii.~~ Residential and non-residential development trends,
 - ~~iii-iv.~~ Estimated housing constructed per area median income (AMI) categories determined by the Department of Commerce requirements for housing allocations.
- b. Results of the monitoring program shall be published in a growth monitoring report developed by the Planners Committee and recommended to the GMASC.
- c. The GMASC shall review and approve the annual report by resolution.

4.5. Allocation Adjustment: The GMASC may consider adjustments to the population and employment growth allocations contained in Appendix A of CPPs in the years between Washington state-required updates. The following steps shall be used:

- a. Based on the results of the long-term monitoring process, the Planners Committee may review and recommend to the GMASC an adjustment to the population and employment allocations.
- b. The GMASC shall review the Planners Committee recommendation to adjust growth allocations and may recommend to the Board of County Commissioners an adjustment to the population and employment allocations. Adjustments to the growth allocations shall be based on the results of the monitoring program and shall be consistent with the GMA and the CPPs.
- c. The Board of County Commissioners shall consider the recommendation of the GMASC and may amend the CPPs with adjusted population and employment allocations for cities and towns, UGAs, and rural areas.

Any disputes regarding the roles and responsibilities of the Board of County Commissioners, the GMASC, and individual jurisdictions in reviewing and approving amendments to the Countywide Planning Policies shall be resolved in accordance with the procedures established by the 2002 Framework Agreement.



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AFTER RECORDING RETURN TO:
SKAGIT COUNTY BOARD OF COMMISSIONERS
700 SO. SECOND STREET, ROOM 202
MOUNT VERNON, WA 98273

DOCUMENT TITLE: 2002 Framework Agreement Among Skagit County, rhe City of Burlington, the City of Mount Vernon, the City of Anacortes, The City of Sedro Woolley, and the Town of LaConner

DATE SIGNED: November 26, 2002

GRANTOR: SKAGIT COUNTY

GRANTEE: Cities of Burlington, Mount Vernon, Anacortes, Sedro Wooley and the Town of LaConner

COUNTY CONTRACT NO.:

'2002 FRAMEWORK AGREEMENT'

ORIGINAL

**AMONG
SKAGIT COUNTY,
THE CITY OF BURLINGTON, THE CITY OF MOUNT VERNON, THE
CITY OF ANACORTES, THE CITY OF SEDRO WOOLLEY, AND THE
TOWN OF LACONNER**

**REGARDING COORDINATED PLANNING, URBAN SERVICES, AND
COUNTYWIDE PLANNING POLICIES**

WHEREAS, pursuant to Chapter 36.70A RCW, Skagit County (the "County") and each city and town situated therein (the "City" or "Cities") must adopt a comprehensive plan and development regulations to implement their respective comprehensive plans; and

WHEREAS, pursuant to RCW 36.70A.210, the County legislative authority must adopt county-wide planning policies ("CPPs") in cooperation with the Cities; and

WHEREAS, CPPs are defined by the Growth Management Act as the written policy statements that establish a framework for developing and adopting county and city comprehensive plans, and thereby provide a locally adopted format for meeting the state planning goals; and

WHEREAS, in accordance with RCW 36.70A.210, the comprehensive plans adopted by the Cities and by Skagit County must be consistent with the CPPs; and

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WHEREAS, a Framework Agreement is necessary to set out the agreed upon procedures by which the CPPs will be developed and adopted; and

WHEREAS, pursuant to RCW 36.70A.210, just such a Framework Agreement was adopted by the cities of Anacortes, Burlington, Mount Vernon, and Sedro-Woolley, the town of La Conner, and Skagit County on January 13, 1992; and

WHEREAS, these jurisdictions used the Framework Agreement to reach agreement in 1992 on a set of CPPs, and subsequently amended those CPPs in 1996; and

WHEREAS, these jurisdictions have all adopted comprehensive plans and development regulations pursuant to GMA requirements and those CPPs; and

WHEREAS, pursuant to RCW 36.70A.130 (as amended by SSB 5481), the comprehensive plans and development regulations of the County and of the Cities must be reviewed to ensure compliance with the Growth Management Act no later than December 1, 2005, and every five years thereafter (exclusive of policies and development regulations to site secure community transition facilities, which policies and development regulations must be completed by September 1, 2002 in accordance with RCW 36.70A.200 and ESSB 6594); and

WHEREAS, the parties find it in the best interest of the citizens served by each government to make the most effective and efficient use of planning resources; and

WHEREAS, the parties find that the most efficient and effective use of resources to provide planning services and grants administration may be better achieved by a new organizational structure than that established by the 1992 Framework Agreement; and

WHEREAS, the parties, after thorough examination of the structure of the existing County-Wide Planning Policies Committee, conclude it to be in the best interest of the citizens to rescind the existing 1992 interlocal agreement, and dissolve the County-Wide Planning Policies Committee created by the 1992 Agreement, and adopt the provisions set forth below in this 2002 Framework Agreement.

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NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES; THE CITY COUNCIL OF THE CITY OF BURLINGTON; THE CITY COUNCIL OF THE CITY OF MOUNT VERNON; THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY; THE TOWN COUNCIL OF THE TOWN OF LACONNER; AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SKAGIT, THAT THE 1992 FRAMEWORK AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO, IS HEREBY REPEALED AND ANNULLED.

BE IT FURTHER RESOLVED, THAT THE FOLLOWING AGREEMENT, TO BE KNOWN AS THE "2002 FRAMEWORK AGREEMENT", IS HEREBY ADOPTED.

SECTION I: PURPOSE

It is the intent of Skagit County and the Cities to cooperate in efforts to provide visionary leadership on regional plans, policies and issues. It is the purpose of this Agreement to enhance the ability of the parties to improve the present health, safety, convenience and welfare of their citizens and to plan for the future development of the Cities and the County to the end that the governments achieve a county-wide pattern of community-building, land use, and conservation that reflects the environmental, economic, aesthetic, and social values of city and county residents.

This Agreement will improve the collective ability of the parties to address pertinent issues in an integrated, coordinated and on-going manner, and to respond flexibly and intelligently to events that affect the welfare of city and county citizens. The Agreement also will encourage the effective design and implementation of appropriate tools--both regulatory and non-regulatory--that can provide the means to manage and direct growth in a manner that will achieve compliance with the Washington Growth Management Act.

To assist in accomplishing the above and other tasks related to developing complimentary comprehensive plans, it is the intent of Skagit County and the Cities to cooperatively support a planning organization as further described in Section 3 below, to recommend CPPs and thereby ensure the adoption of consistent comprehensive planning policies. The primary functions of such planning organization shall be to:

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- Develop, as appropriate, policies for transportation, growth management, environmental quality, and other topics determined by the GMA Committee's Steering Committee;
- Provide agreed and accepted data and analysis to support local and regional decision making;
- Build community consensus on regional issues through information, and citizen involvement at the local level;
- Build intergovernmental consensus on regional plans, policies and issues, and advocate local implementation;
- Establish a mechanism to systematically and logically update the CPPs as necessary; and
- Develop procedures for siting regional essential public facilities that includes regional input.

SECTION 2: DISSOLUTION OF COUNTYWIDE PLANNING POLICIES COMMITTEE

The GMA Committee shall be the successor to the Countywide Planning Policies Committee of Skagit County, which Countywide Planning Policies Committee shall be dissolved upon the implementation of the GMA Committee by virtue of the execution of this Agreement and the filing of a copy of this Agreement with the Skagit County Auditor. Each City shall also file a copy of this Agreement with its respective city clerk.

SECTION 3: ORGANIZATION

The GMA Committee shall consist of a Steering Committee supported by a Technical Advisory Committee.

A. Steering Committee. The Steering Committee shall consist of the Mayors of each City, or a City council member designated by the Mayor, and the three Skagit County Commissioners. The Steering Committee shall develop recommendations for CPPs, including UGAs and residential, commercial and industrial allocations, as set forth herein.

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B. Voting. Policy decisions, including the content of CPPs, should be arrived at by consensus. In the event unanimous consent cannot be achieved, decisions shall be made by a simple majority of the number of votes present, as described in Section 9, unless the issue involves a recommendation on a CPP or CPP amendment after dispute resolution, in which case, supermajorities of the number of population-weighted votes and of the jurisdictions present and voting at the meeting as described in Section 9 (G) shall prevail. Policy decisions concerning the alteration of any UGA boundary, or proposed change to any municipal UGA population or commercial/industrial allocation, shall not take effect until also ratified by both the City whose UGA is affected by the proposed change, and the County. The City whose UGA is affected by the proposed change, or the County, has the discretion to decline to ratify the proposed change, in which event the proposed change shall not take effect. There shall be no appeal from such decision to decline to ratify, other than an appeal if provided by RCW 36.70A.

C. Steering Committee Meetings; Quorum; Rules. The GMA Steering Committee shall conduct regular meetings, as it deems necessary for the transaction of its business. At a minimum, the GMA Steering Committee shall hold one regular meeting per year and shall always provide a minimum of two weeks written notice to all members of any meeting of the Steering Committee. The GMA Steering Committee may adopt By-Laws for the transaction of business, but in any event shall keep minutes of all proceedings, including transactions, findings, determinations, and the number of votes for and against each question, and if any member is absent or disqualified from voting indicating the fact, all of which shall be filed in the office of the County Commissioners, and shall be public records. A majority of the members including the chairman or acting chairman shall constitute a quorum for the transaction of any business. All Steering Committee meetings shall be open to the public as provided in Section 7, below.

D. Steering Committee Officers. The Steering Committee shall elect, from among its members, a Chairman and Vice Chairman, and any other officers that it deems necessary. The Chairman and Vice Chairman shall be one from the County and one from the Cities. In the absence of the Chairman, the Vice Chairman shall act and shall have all the powers and duties of the Chairman. The terms of the officers shall be for one (1) year.

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E. Technical Advisory Committee. The Technical Advisory Committee (TAC) is a staff committee consisting of the Planning Directors of the Cities and the County Planning Director and two (2) County Assistant Planning Directors. The Steering Committee shall direct the work of the Technical Advisory Committee.

F. SEPA. The City whose UGA is affected and the County shall share SEPA lead agency responsibility pursuant to WAC 197-11-944 as to UGA Boundary changes and population and commercial/industrial adjustments as described in Sub-Section B of the this Section. Otherwise each jurisdiction will be responsible for its own SEPA review as necessary.

G. Additional Members. Any City of Skagit County that is not a party to this Agreement shall also be admitted as a party to this Agreement when they complete the following steps: 1) Giving written notice of the intent to participate to all other parties to this Agreement, 2) Executing and adopting this Agreement, and 3) Agreeing to and complying with the rules of participation as set by the Steering Committee. Further, membership for purposes of voting shall be in the same proportion as any other "member" party to this Agreement, all as set forth in Section 9 below. In addition, compliance with this Section 3, Paragraph G, must be completed a minimum of two weeks prior to such additional member having a valid vote under this Agreement.

SECTION 4: TERM

The term of this Agreement is from November 1, 2002 through October 31, 2003, and shall automatically renew each year unless terminated as provided in Section 11 herein.

SECTION 5: POWERS AND DUTIES

The GMA Steering Committee shall have the following specific powers:

- (1) To adopt rules of procedure and bylaws, to regulate its affairs and conduct business, including the ability to establish minimum requirements for attendance at meetings by member representatives;
- (2) To hold public hearings and sponsor public forums whenever deemed necessary or useful in the execution of the functions of the GMA Committee;

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- (3) To participate with other governmental agencies, educational institutions, and private organizations in the coordination or conduct of its activities;
- (4) To advise the legislative bodies of the parties hereto, and to recommend to such legislative bodies proposed planning policies, including UGA boundary or allocation adjustments as developed by the Steering Committee;
- (5) To approve an annual work plan for the GMA Committee; and
- (6) To direct and supervise the activity of the Technical Advisory Committee.

SECTION 6: ROLE WITH LEGISLATIVE BODIES

Referral of Draft Documents. It is incumbent on the GMA Committee to refer issue statements, potential policy determinations, and draft policies to the legislative bodies of the member jurisdictions at the earliest possible time, to provide a meaningful opportunity for public comment, and to solicit input from the member jurisdictions' legislative bodies. Statements on policy formation should be provided by the Steering Committee on a monthly basis when discussions are taking place. The GMA Committee shall not substitute for or replace the duties and responsibilities of the legislative bodies of the member jurisdictions.

SECTION 7: PUBLIC RECORDS AND MEETINGS

A. Public Records. As a joint project between the parties, all documents prepared for use by the GMA Committee shall be subject to Washington's Public Records Act. Requests to review records under that Act shall be addressed by the party receiving the request.

B. Public Meetings. All meetings of the Steering Committee shall be subject to the provisions of Chapter 42.30 RCW, provided that the provisions of RCW §§ 42.30.120 and 42.30.130 shall not apply to meetings of the GMA Committee and the Steering Committee unless otherwise made applicable by Chapter 42.30 RCW.

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SECTION 8: PUBLIC PARTICIPATION

GMA obligates each member jurisdiction to include meaningful public participation prior to adoption of any plan or development regulation that may be the subject of a GMA Committee recommendation. Rather than replace these individual jurisdiction public participation processes and the resulting public input, it shall be the role of the Steering Committee to strive to balance any competing interests that may come out of the different public participation processes in making policy recommendations to its member jurisdictions.

SECTION 9: DISPUTE RESOLUTION

A. This Section 9 only applies to the process for development of CPP recommendations, unless otherwise agreed upon in writing by the voting parties.

B. Good Faith Efforts. The parties shall seek in good faith to resolve any dispute arising out of or relating to this Agreement, and any policy, recommendation, statement of position, or other matter determined by the Steering Committee. In the event such dispute or conflict arises, the parties agree that, notwithstanding such dispute or conflict, the parties will make a good faith effort to cooperate in continuing to work toward the successful completion of the work program.

C. Notice of Dispute. If in disagreement with any CPP policy recommendation of the Steering Committee, the disputing party or parties shall provide the Chairman of the Steering Committee with a signed written notice of such disagreement, identifying generally the nature and circumstances that caused the disagreement.

D. Invocation of Alternative Dispute Resolution ("ADR"). If the disagreement is not resolved to the disputing party's satisfaction within 60 calendar days of submitting the written statement, the disputing party may invoke non-binding ADR procedures as set forth below.

E. Cost of ADR. The parties agree that the cost of any ADR procedures shall be borne one-half by the disputing party or parties, and the other half by the GMA Committee, with each party bearing its own preparation costs. The GMA Committee cost shall be allocated to those

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parties which are not disputing the issue(s) based on the population weighted formula set-forth in Section 9, paragraph G.

F. ADR Procedures.

(1) Selection of Mediator. The parties shall agree on a mediator. If the parties cannot agree on a mediator, the parties shall request, in writing, an appointment of a mediator by the presiding judge of Skagit County Superior Court.

(2) Rules. Mediation. The method and rules for any ADR procedure shall be as agreed by the parties or, if the parties cannot agree, mediation shall be administered in a manner determined by the mediator.

(3) Location. All mediation proceedings shall be conducted within Skagit County unless otherwise mutually agreed upon, in writing, by the parties.

G. Failure of Mediation. In the event that mediation does not result in an acceptable settlement within 90 days from the selection of a mediator, the Steering Committee is authorized to take a final binding vote as follows:

(1) Each jurisdiction represented on the Steering Committee is authorized the number of votes equal to its most recent official population estimate provided by the State Office of Fiscal Management, provided that the County shall be authorized the number of votes corresponding to the total population of the County less the population of the incorporated Cities within the County;

(2) In the case of the County, for purposes of the population-weighted vote, each voting member is allocated an equal portion of the number of votes equal to the most recent official population estimate for unincorporated Skagit County provided by the State Office of Fiscal Management. To illustrate, if all three County Steering Committee representatives participate in any vote, then the three representatives shall each represent one third of the County's population. If two County Steering Committee representatives participate in any vote, then each shall represent one-half of the County's population. For purposes of determining

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the County's vote (s) by jurisdiction, each County Steering Committee representative casting a vote shall be considered a single "jurisdiction"; and

(3) A supermajority of 75% of the number of votes present at the meeting shall be required to pass the recommendation.

(4) Additionally, no such recommendation shall pass unless it receives the affirmative vote of at least sixty percent (60%) of the jurisdictions present and voting on the question.

(5) If either the 75% super majority or the concurrence of 60% of the voting jurisdictions cannot be achieved, no Steering Committee recommendation shall be forwarded to the Board of County Commissioners and no County Commissioner action shall be taken on that particular CPP issue.

H. The time periods specified in this Section 9 may be shortened, if necessary, to meet any compliance deadline imposed by a decision of the Growth Management Hearings Board, the courts or the State Legislature.

SECTION 10: CPP ADOPTION

Adoption of any new CPP or Amendment to an existing CPP shall follow the procedures set-forth herein, in particular those procedures set-forth in Sections 3 and 9, culminating in adoption by the Board of County Commissioners. The Board of County Commissions has the discretion to decline to adopt any specific set of CPP Amendments proposed by the GMA Steering Committee, but may not change the proposed CPP or CPP Amendments in any manner whatsoever. Nothing in this Agreement shall serve as a waiver of any party's right to an appeal as provided by RCW 36.70A and/or WAC 197-11.

SECTION 11: WITHDRAWAL; TERMINATION

A. Withdrawal. Any party to this Agreement may withdraw from this Agreement, by providing 60 day's written notice to the remaining parties. Any withdrawing party shall remain liable for costs incurred by the Committee until the effective date of withdrawal.

B. Termination. The parties hereto may terminate this Agreement at any time by unanimous vote of the parties.

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SECTION 12: GENERAL PROVISIONS

A. Property: No real property shall be acquired pursuant to this Agreement.

B. Incorporation of Recitals. The recitals of this Agreement are incorporated into this Agreement, and each party hereto acknowledges and confirms the truth and accuracy of the recitals.

C. Interpretation. This Agreement shall be construed under and in accordance with the laws of the State of Washington, and all obligations of the parties created by this Agreement are performable in Skagit County, Washington.

D. Authority. This Agreement is entered into by the duly authorized officials of each respective governmental entity. Each person signing this Agreement on behalf of a party hereby confirms for the benefit of each of the other parties to this Agreement that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.

E. Renegotiation. In case any one or more of the provisions hereof should be held to be illegal, invalid or unenforceable in any respect, the parties agree to make a good faith effort to renegotiate another agreement to fulfill the purpose and intent of the present Agreement.

F. Invalid Clause. If any material provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, this entire Agreement shall be held invalid, subject to Section 13 herein. If such occurs, then the parties agree to renegotiate this Agreement in good faith. If the illegal, invalid or unenforceable provision is not material, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

G. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of the

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Agreement shall be binding on any party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.

H. Notices. Any notice permitted or required under the terms hereof shall be in writing and shall be deemed delivered three days following the deposit of the same, properly addressed and with postage prepaid, into the care and custody of the United States Postal Service, by registered or certified mail, return receipt requested, to the respective Participant to whom notice is to be given, at the party's customary business address with a copy to the County Prosecutor.

I. Recordation. A copy of this Agreement shall be filed with the County Auditor and with the city clerk of each jurisdiction adopting this Agreement, with each party to bear its own costs of such filing, provided that such filing shall not be a condition precedent to the enforcement of this Agreement.

SECTION 13: REVOCATION OF AGREEMENT

The Framework Agreement, dated January 13, 1992, is revoked. This Section shall survive, notwithstanding Section 12, paragraph F, above, such that in the event this Agreement is ever held to be invalid, such a ruling shall not have the effect of reinstating the January 13, 1992, Framework Agreement.

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first above written.

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DATED: Nov. 26, 2002

SKAGIT COUNTY:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Don Munks

By: Don Munks, Chairman

Kenneth A. Dahlstedt

By: Kenneth A. Dahlstedt, Commissioner

Ted W. Anderson

By: Ted W. Anderson, Commissioner

ATTEST:

Joanne Giesbrecht

Joanne Giesbrecht, Clerk
Skagit County Board of Commissioners

Approved as to form:

John R. Moffat

JOHN R. MOFFAT
Chief Civil Deputy

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CITY OF SEDRO WOOLLEY:

DATED: 10-25-02

Sharon Dillon
By: SHARON DILLON, Mayor

ATTEST:

Patsy K. Nelson
By: PATSY NELSON, Clerk

Approved as to form:

Patrick Hayden
PATRICK HAYDEN
Sedro Woolley City Attorney

CITY OF MOUNT VERNON:

DATED: 11-14-02

Skye Richendrfer
By: SKYE RICHENDRFER, Mayor

ATTEST:

Mark Knowles
By: MARK KNOWLES
Finance Director

Approved as to form:

Scott Thomas
SCOTT THOMAS
Mount Vernon City Attorney



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CITY OF ANACORTES:

DATED: 11/14/02

H. Dean Maxwell
By: H. DEAN MAXWELL, Mayor

ATTEST:

George K. Kahan
By: City, Clerk

Approved as to form:

Ian P. Munce
IAN MUNCE
Anacortes City Attorney

CITY OF BURLINGTON:

DATED: 10/14/02

Roger Tjeerdsma
By: ROGER "Gus" TJEERDSMA,

Mayor

Attest:

Richard A. Patrick
By: RICHARD A. PATRICK
Finance Director

Approved as to form:

Marilyn Nitteberg
MARILYN NITTEBERG
Burlington City Attorney

(Anacortes & Burlington's signature page)

SKAGIT COUNTY
Contract # C20020423

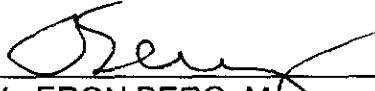
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TOWN OF LACONNER:

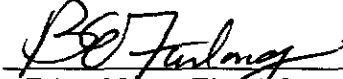
DATED: 11-08-02


BY: ERON BERG, Mayor

ATTEST:


By: Debby Malarchuk, Clerk

Approved as to form:


BRADFORD FURLONG
LaConner Town Attorney

(LaConner's signature page)

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