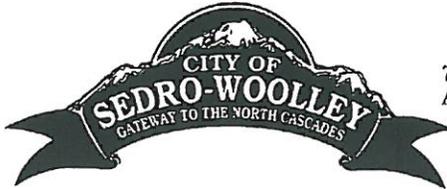


CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 13 2016

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. \_\_\_\_\_



CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/Attorney

*City Council  
Late Materials*

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Interlocal Agreement between the City, County and Port regarding Northern State  
DATE: January 13, 2016

ISSUE: Should the Council approve the attached second supplemental amended interlocal agreement and authorize the Mayor to sign it?

BACKGROUND: The city council approved the first supplemental agreement on October 14, 2015 which provided for joint funding of the design phase work on Fruitdale Road. Specifically, the project limits run from McGarigle on the south to SR 9 Kalloch Road on the north. The project includes some design work from SR 9 to the city's limits, arterial reconstruction from the city's limits to the entrance to the campus, a new roundabout intersection at the entrance to the campus and sidewalks on both sides of Fruitdale Road from the campus to McGarigle Road. The consultant selection is complete and design phase work is ready to begin.

Each of the three partners committed to \$60,000 in design phase funding for this project; this second supplemental agreement increases that to \$100,000 for each party (a little more for the city; see Mark's memo on today's consent agenda for exact details).

The timeline is tight as we need to have the design completed, ROW certified and environmental review complete in time for a possible TIB application this August. Additionally, I am expecting that one or more of the parties will seek 9/10<sup>th</sup> funds from Skagit County during a spring call for projects. These improvements are necessary for the redevelopment of the Northern State campus.

REQUEST FOR ACTION:

1. Motion to authorize the Mayor to sign the attached second supplemental amended interlocal agreement with the Port of Skagit and Skagit County regarding Northern State.

**SECOND SUPPLEMENT TO  
AMENDED INTERLOCAL AGREEMENT  
REGARDING NORTHERN STATE**

THIS SECOND SUPPLEMENTAL INTERLOCAL AGREEMENT TO THE AMENDED INTERLOCAL AGREEMENT REGARDING NORTHERN STATE (“**Agreement**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the “**Effective Date**”), by and between the PORT OF SKAGIT COUNTY (“**Port**”), SKAGIT COUNTY (“**County**”) and the CITY OF SEDRO-WOOLLEY (“**City**”) (hereinafter referred to individually each as the “**Party**” and collectively as the “**Parties**”).

**RECITALS**

A. RCW 39.34.010 envisions that local government will cooperate with the goal of providing services and facilities that meet the needs of the community.

B. RCW 39.34.080 authorizes public agencies to enter into contracts with one another to “perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform.”

C. The Port, County, and City entered into a Supplemental Interlocal Agreement To The Amended Interlocal Agreement Regarding Northern State (“Supplemental Amended Agreement”) effective October 26, 2015 (Skagit County Amendment # A20150157 amending C20150116 and C20140004), the purpose of which was to work collaboratively to plan for and implement necessary improvements to Fruitdale Road and future update to Skagit County Parks Comprehensive Plan for the Northern State Recreation Area (NSRA) in an effort to further the Parties’ goals for redevelopment of the Northern State property (herein after referred to as “The Center for Innovation and Technology”<sup>1</sup> or “the Center”).

D. On November 10, 2015 the Port Commission adopted by Resolution 15-22 the Design Guidelines Manual for the Center for Innovation and Technology Northern State Hospital Nation Register Historic District (hereinafter referred to as “The Design Guidelines”) which

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<sup>1</sup> This is a placeholder name at this time.

summarize the design considerations and design approval process for physical changes to the Center "Design Guidelines Area" which includes portions of the County-owned NSRA.

E. On December 8, 2015 the Port Commission approved an Initial North Cascades Gateway Center Development Lease and Shared Services and Collaborative Planning Agreement with Department of Enterprise Services for the Center for Innovation and Technology.

F. The City Council approved a Subarea Plan, Planned Action Ordinance, and Public Zone amendments for the Center for Innovation and Technology on December 9, 2015.

G. The private sector commitment of funding previously anticipated to be in place by November 30, 2015 has been delayed.

H. The Parties desire to move forward with design of the Fruitdale Road improvements now despite the delay in commitment of private sector funding so as to meet 2016 funding application deadlines. The Parties are therefore hereby supplementing the Supplemental Amended Agreement pursuant to the terms of this Agreement. The terms of the Supplemental Amended Agreement are hereby incorporated by reference into this Agreement. All other terms of the Supplemental Amended Agreement shall remain unchanged, unaltered and in full force and effect.

## AGREEMENT

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants in this Agreement, the Parties agree as follows:

1. **Parties.** The Parties' roles and responsibilities with respect to this Agreement regarding the Center for Innovation and Technology, are as follows:

- a. **Port.** The Port has a 60 year lease with Department of Enterprise Services (DES) for approximately 110 acres of the Center comprised of the Southern Influence Area and Peripheral Open Space. The Port and DES are negotiating an Option for Transfer for eventual transfer of ownership to the Port in logical phases to accommodate forecasted demand for facilities and real property. The Port will:
  - i. Provide, within thirty (30) days of the Effective Date funding to the City for design of improvements to Fruitdale Road as detailed in Exhibit "A" attached.
  - ii. Recover Additional Funding provided by the Parties for design of Fruitdale Road from payments collected from Port's subtenant(s) at the Center. Upon Port's receipt of five (5) consecutive months of rent payments from a subtenant engaged in new development at the Center, the Port shall be obligated to begin issuing reimbursement of Additional Funding to the County and the City on an annual basis in an amount equal to at least 1/5 of the outstanding

Additional Funding balance. Initial reimbursement payment shall be issued to the County and the City within 60 days of the Port's receipt of the fifth consecutive monthly rent payment from a subtenant engaged in new development at the Center. In any event, regardless of the Port receiving or not receiving lease payments, the full balance of the Additional Funding provided by the County and the City shall be reimbursed to the County and the City by the Port no later than January 31, 2021. The Port's contractual obligation to reimburse the County and the City for its Additional Funding shall survive beyond the termination or expiration of this Agreement.

- iii. Support the City and/or County in any funding applications submitted for Fruitdale Road improvements to be submitted by the City.
  
- b. **County.** The County does not presently own, manage, or exercise control over any part of the Center, but does own and manage the adjacent Northern State Recreation Area (NSRA), a portion of which is included in the designated Northern State Hospital Historic District listed on the National Register of Historic Places. The County will:
  - i. Provide within thirty (30) days of the Effective Date funding to the City for the design of improvements to Fruitdale Road as detailed in Exhibit "A" (attached hereto and incorporated by reference) in the total amount not to exceed one hundred thousand dollars (\$100,000.00), of which forty thousand dollars (\$40,000.00) will be reimbursed by the Port and returned to the County pursuant to Section (1)(a)(ii) above. Funding provided by the County pursuant to this Agreement shall not be paid from the County Road Fund.
  
- c. **City.** The City does not presently own or manage any portion of the Center, but the Center is now within the city limits of the City, following approval of annexation by the City Council on September 9, 2015. The City will:
  - i. Provide within thirty (30) days of the Effective Date funding for the design of improvements to Fruitdale Road as detailed in Exhibit "A" (attached hereto and incorporated by reference) in a total amount of at least one hundred thousand dollars (\$100,000.00), of which forty thousand (\$40,000.00) will be reimbursed by the Port and returned to the City pursuant to Section (1)(a)(ii) above.

2. **Assumptions.** In entering into this Agreement the Parties recognize the following collective assumptions which serve as a framework for this Agreement:

- a. The Parties will each share in the expenses arising from this Agreement, including consultant and professional fees and costs, as set forth in Exhibit A, or as otherwise agreed by the Parties by duly authorized and executed subsequent written agreement (or amendment to this Agreement).

3. **Term and Termination.** This Agreement takes effect upon execution of this Agreement by the Parties and continues through December 31, 2021, unless sooner terminated pursuant to the terms herein. Thereafter, this Agreement will automatically extend for additional terms of one (1) year each, unless one Party provides notice to the other Parties of its intent to withdraw from the Agreement no later than sixty (60) days prior to the end of the then-current term. The initial term and each subsequent term are subject to earlier termination by any Party, at any time with or without cause, upon providing forty-five (45) days' notice to the other Party. In the event that this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Except, that any termination of this Agreement by any of the Parties, or the expiration of this Agreement, shall not relieve the Port of its obligation to reimburse County or City for its Additional payment.

4. **Budget; Funding.** The Parties have established a budget for the work identified in this Agreement. The cost sharing schedule for the work identified in this Agreement is attached as Exhibit A and incorporated by reference. Any costs incurred by any Party on behalf of the Parties, including but not limited to, the cost of carrying out the activities described in this Agreement in excess of the amounts detailed in Exhibit A must be approved by the Parties in advance and shall be allocated among the Parties on the basis of a methodology agreed upon by the Parties pursuant to the terms of a duly authorized and executed subsequent written agreement (or amendment to this Agreement).

5. **Schedule.** The Parties have established a schedule for the work identified in this Agreement which schedule is attached as Exhibit A, attached hereto and incorporated by reference.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date set forth above.

**PORT OF SKAGIT**

\_\_\_\_\_  
Patsy Martin, Executive Director

**CITY OF SEDRO-WOOLLEY**

By: \_\_\_\_\_  
Keith Wagoner, Mayor

ATTEST

\_\_\_\_\_  
Patsy Nelson, Finance Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Eron Berg, City Supervisor/Attorney**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
Kenneth A. Dahlstedt, Chairman

\_\_\_\_\_  
Ron Wesen, Commissioner

\_\_\_\_\_  
Lisa Janicki, Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

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

Recommended:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Department Head

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

**EXHIBIT "A"**

**COST SHARING SCHEDULE**

The Parties shall be responsible for the cost of the design of Fruitdale Road Improvements in total amounts not to exceed as follows:

	Initial Funding (Non-Recoverable)	Additional Funding (To Be Recovered / Reimbursed by the Port)
Port	\$60,000	\$40,000
County	\$60,000 (from General Fund).	\$40,000
City*	\$60,000	\$40,000

\*The City will also provide approximately \$15,000 in in-kind project management support.

## TIME SCHEDULE

July 1, 2016	Design of Fruitdale Road improvements complete.	City
August 2016	Applications for funding submitted for Fruitdale Road improvement construction pursuant to the funding plan to be jointly developed pursuant to the terms of a subsequent interlocal agreement anticipated to be negotiated between the County and the City (as described herein).	City / County
No later than January 31, 2021	Additional Funding provided by City and County reimbursed to providing Entity.	Port



## City of Sedro-Woolley Fire Department

Dean Klinger, Chief  
325 Metcalf St.  
Sedro-Woolley, WA 98284

(360) 855-2252 • Fax (360) 855-0196

CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 13 2016

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO.

*City Council  
Late Materials*

## 2015 Year End Summary

<b>Total Responses</b>	<b>2122</b>
<b>Total Per Zone Break down</b>	
	<b>District 8 East      61 calls</b>
	<b>District 8 North    70 calls</b>
	<b>District 8 South    450 Calls</b>
	<b>City Limits           1541 Calls</b>
<b>Total Training hours for the Department</b>	<b>2,378.9</b>

**Medical calls were 72% of all calls**

**The majority of the calls were on "A" shift which is Mon - Fri 6AM till 6PM**

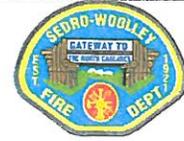
**The calls were fairly evenly spaced out over the week with Friday being the day of week with the most calls.**

**If you would like more detailed information please let me know and I will provide it for you.**

# Sedro-Woolley Fire Department

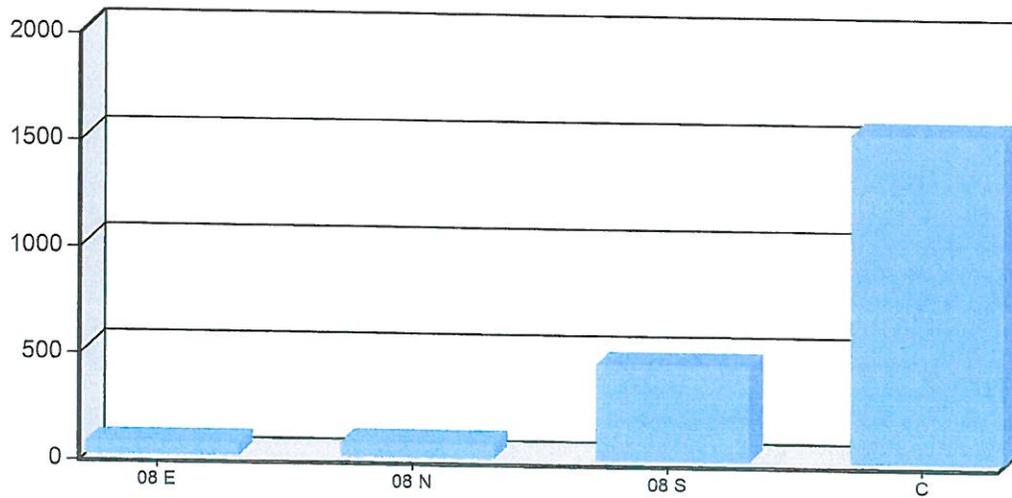
Sedro-Woolley, WA

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## Incident Count per Zone for Date Range

Start Date: 01/01/2015 | End Date: 12/31/2015



ZONE	# INCIDENTS
08 E - Outside city limits East	61
08 N - Outside the City Limits North	70
08 S - Outside City limits South	450
C - Inside the City Limits	1541
<b>TOTAL:</b>	<b>2122</b>

Zone information is defined on the Basic Info 3 screen of an incident. Only REVIEWED incidents included.

# Sedro-Woolley Fire Department

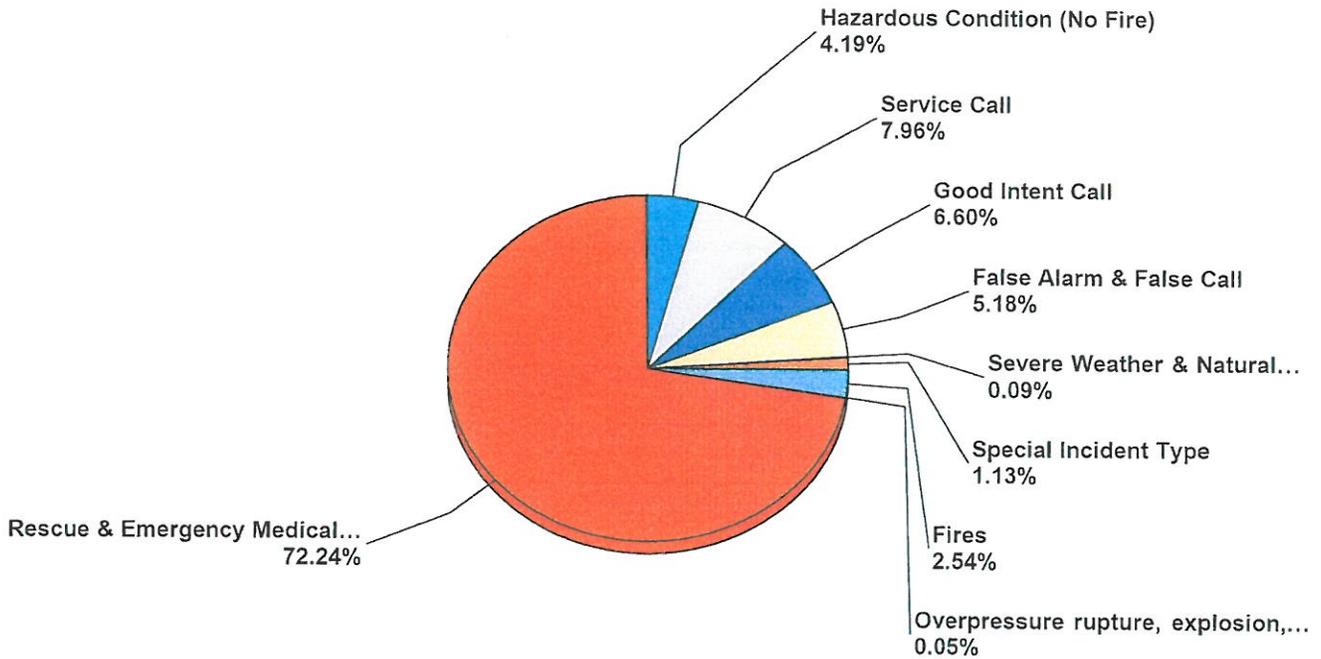
Sedro-Woolley, WA

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2015 | End Date: 12/31/2015



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	54	2.54%
Overpressure rupture, explosion, overheating - no fire	1	0.05%
Rescue & Emergency Medical Service	1533	72.24%
Hazardous Condition (No Fire)	89	4.19%
Service Call	169	7.96%
Good Intent Call	140	6.60%
False Alarm & False Call	110	5.18%
Severe Weather & Natural Disaster	2	0.09%
Special Incident Type	24	1.13%
<b>TOTAL</b>	<b>2122</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

# Sedro-Woolley Fire Department

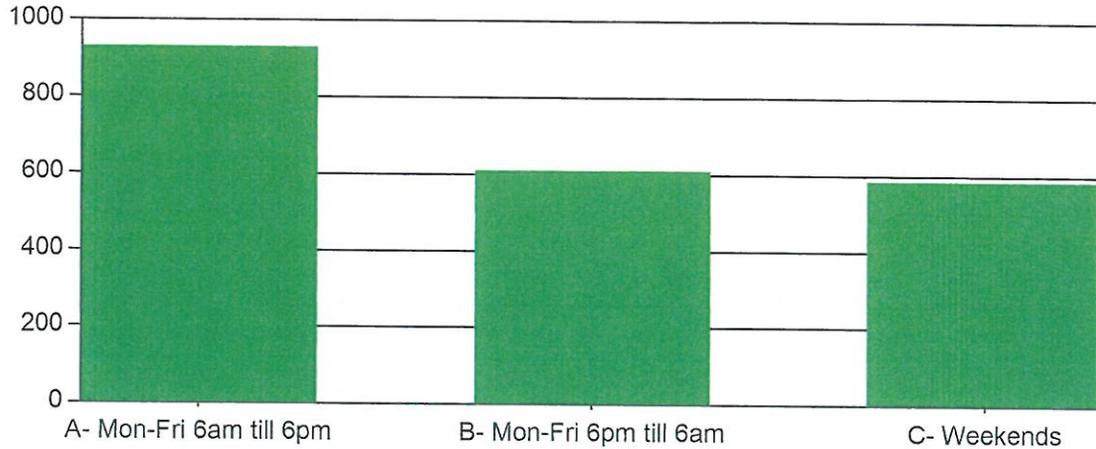
Sedro-Woolley, WA

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## Incidents by Shift for Date Range

Start Date: 01/01/2015 | End Date: 12/31/2015



SHIFT	# INCIDENTS
A- Mon-Fri 6am till 6pm	928
B- Mon-Fri 6pm till 6am	609
C- Weekends	585
<b>TOTAL:</b>	<b>2122</b>

Incidents with multiple EXPOSURES, with distinct stations, may create a slight difference between the report total and total number of actual incidents for the DATE RANGE provided. The totals reflect the # INCIDENTS each STATION was assigned. Only REVIEWED incidents included.



**EMERGENCY REPORTING**

emergencyreporting.com

Doc Id: 27

Page # 1

# Sedro-Woolley Fire Department

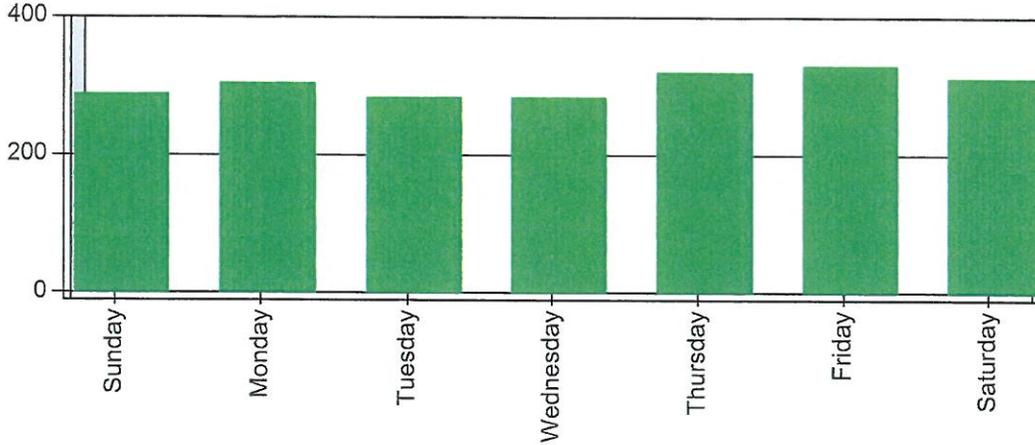
Sedro-Woolley, WA

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## Incidents by Day of the Week for Date Range

Start Date: 01/01/2015 | End Date: 12/31/2015



DAY OF THE WEEK	# INCIDENTS
Sunday	288
Monday	304
Tuesday	284
Wednesday	284
Thursday	320
Friday	330
Saturday	312
<b>TOTAL</b>	<b>2122</b>

Only REVIEWED incidents included