

PORT OF SKAGIT  
EPA BROWNFIELD CLEANUP GRANT APPLICATION

NARRATIVE INFORMATION SHEET

1. **Applicant Identification**

**Port of Skagit**

15400 Airport Drive  
Burlington, WA 98233

2. **Funding Requested**

- a. Assessment Grant Type: Single Site Cleanup
- b. Federal Funds Requested:
  - i. \$395,000.
  - ii. The applicant will *not* be requesting a waiver of the funding limit for this grant type
- c. Contamination: Hazardous Substances

3. **Location:**

- City of Sedro-Woolley, Skagit County, Washington State

4. **Property Information for Site-Specific Proposals:**

- Site Name: Former Northern State Hospital Campus
- Address: 2070 Northern State Road, Sedro-Woolley, WA 98284

5. **Contacts**

- a. Project Director: Heather Rogerson, Port Planning and Environmental Manager, 360-757-9828, heatherr@portofskagit.com, 15400 Airport Drive, Burlington, WA 98233
- b. Highest Ranking Elected Official: Dr. Kevin Ware, Port Commission President, 360-757-0011, kevin@portofskagit.com, 15400 Airport Drive, Burlington, WA 98233

6. **Population (data from: 2013-2017 American Community Survey, U.S. Census Bureau)**

- City of Sedro-Woolley: 10,600

7. **Other Factors Checklist (items that apply listed below):**

- The priority site(s) is adjacent to a body of water.

8. **Letter from the State Environmental Authority:**

- Attached



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

January 15, 2019

Susan Morales  
U.S. Environmental Protection Agency, Region 10  
1200 Sixth Avenue, Suite 900 (ECL-112)  
Seattle, Washington 98101

Dear Ms. Morales:

I understand that the Port of Skagit (Port) will submit an application to the U.S Environmental Protection Agency (EPA) for a \$400,000 Cleanup Grant under the Fiscal Year 2019 Brownfields Program grant cycle. The Port intends to use the grant funds for interim cleanup actions to address chlorinated solvent and metals impacts in two areas of concern on the property and is currently working with Ecology on an Agreed Order that will include completing an RI/FS along with identifying the interim cleanup actions. The Port has also requested funding through Ecology's Remedial Action Grant 10-year financial plan process for state grant funds that would provide the match to the US EPA Brownfield Cleanup Grant. The project will support EPA's current economic development and environmental cleanup efforts by positioning brownfields sites for reuse.

As a requirement of the application, the Port has informed Ecology of their plans to apply for this assessment grant. Ecology is very supportive of these efforts and this letter is provided to recognize that the Port has fulfilled their notification requirement. The Ecology point of contact for this site is Bob Warren in our Bellevue office. Bob's telephone number is (425) 649-7054. For questions regarding this letter or general Brownfields questions, please contact me at (360) 407-7188.

Sincerely,

A handwritten signature in blue ink that reads "Alan Bogner".

Alan Bogner  
Brownfields Manager  
WA State Department of Ecology

cc: Heather Rogerson, Port of Skagit  
Bob Warren, Ecology  
Mike Warfel, Ecology

## **1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION**

### **a. Target Area & Brownfields**

#### *i. Background and Description of Target Area.*

The City of Sedro-Woolley (the “City”, population 10,600) in Skagit County, Washington, is 60 miles north of Seattle. The City was incorporated in 1898 and had two major industries: logging and coal mining. For much of the 20th century, the most significant employer was the Northern State Hospital (the “Property”), a 225-acre mental health facility on the northern edge of the City. The Port of Skagit (Port) is applying for a USEPA Brownfields Cleanup grant for the Former Laundry Building and Gymnasium Field. The cleanup plan is based on the work completed under an FY 2017 USEPA Brownfields Assessment grant (see Section 4.b). The target area is defined as Census Tract 9509, Block Group 2, which encompasses the Property and immediate surrounding area.

Built on the timber and coal mining industries, the City has a disproportionate number of brownfields. There are 22 known contaminated sites in this small town based on Washington State Department of Ecology’s (Ecology) list of confirmed and suspected contaminated sites, which is based on reported releases and is considered an underestimate of the true number of contaminated sites in the community. The perceived or real contamination impacts are a major barrier to redevelopment of properties. Approximately 17.5% of Sedro-Woolley’s commercial and industrial land is vacant or underutilized, many of which are constrained by real or perceived contamination. These vacant properties produce little or no property tax and business or sales tax revenues.

The purpose of this grant is to clean up the Property. Built in 1912, it has over 600,000 square feet of buildings in a campus designed by the renowned Olmsted Brothers landscape architecture firm (designers of New York’s Central Park). The Property is listed in the National Register of Historic Places and is bordered by two bodies of water and forested hills. The hospital was designed to be self-sufficient with medical wards, residential halls, a power plant, rail spur and depot, maintenance facilities, a landfill, and approximately 700 acres of adjacent farmland for the patients’ food. At its peak, the hospital served over 2,200 patients and employed over 400 staff members.

The 1973 closure of the hospital left a hole in the area’s economy. Despite state and local efforts to recruit users, the Property has remained underutilized with 40% of the buildings currently vacant. The vacant buildings are in declining condition from lack of maintenance and vandalism. The Property currently hosts the Cascades Job Corps program, a chemical dependency facility, and a mental health evaluation and treatment center.

#### *ii. Description of the Brownfield Site(s)*

Contamination has been confirmed in multiple discrete locations on the large Property. The Port has conducted environmental assessment of the Property with funds from an EPA Brownfield Assessment grant and state grants. This cleanup grant application focuses on two areas of concern: the Former Laundry Building and the Gymnasium Field.

- *Former Laundry Building.* The FORMER LAUNDRY BUILDING will be renovated as a classroom for the Job Corps program. An environmental assessment identified the presence of chlorinated solvents (tetrachloroethene (PCE)) in groundwater, soil, and soil vapor. Reusing this building without conducting cleanup actions could expose students to carcinogenic hazardous substances.
- *Gymnasium Field.* Elevated concentrations of arsenic are in shallow soil in the field adjacent to the Job Corps student’s gymnasium. These are likely linked to historical pesticide use and wood-treatment chemicals used in building construction. The horizontal and vertical extent of contamination has been characterized and is limited to soil less than one foot deep. Since the contamination occurs in shallow soil students may be at risk of coming into contact with arsenic above human-health screening levels.

**b. Revitalization of the Target Area**

*i. Redevelopment Strategy and Alignment with Revitalization Plans*

The Port, in partnership with the City of Sedro-Woolley (the “City”) and Skagit County (the “County”) is leading the effort to transform the Property into a center for innovation and technology. The Port, with support from the City and County partners, will lead cleanup and infrastructure improvements to make the Property attractive for investment by public and private parties.

The vision for redevelopment and implementation strategy has been developed through community-based plans over the past four years. The plans listed in the table below demonstrate alignment of the redevelopment strategy with local land use and revitalization plans.

<b>Land Use &amp; Revitalization Plans</b>	<b>Alignment with Redevelopment Strategy</b>
<i>The Center for Innovation and Technology Subarea Plan (2015)</i>	The Port, City, and County jointly prepared this plan for the future use of the Property, which included development of a destination mixed-use campus for education, research and development, manufacturing, hospitality, and commercial uses. It was adopted in December 2015 as an amendment to the City’s Comprehensive Plan. The goals for the Subarea Plan align with those of the Comprehensive Plan.
<i>Planned Action Final Environmental Impact Statement (EIS) (2015)</i>	This EIS was conducted in coordination with the Subarea Plan (above). The Planned Action EIS evaluated environmental and social impacts of the proposed redevelopment and identified measures to avoid, minimize, or mitigate negative impacts.
<i>City of Sedro-Woolley’s 2016 Comprehensive Plan</i>	This plan for physical development of the City supports the redevelopment strategy for the Property and incorporates projected employment growth from redevelopment into its overall projections.
<i>Economic Development Alliance of Skagit (EDASC) County Strategic Plan (2016)</i>	EDASC works to advance Skagit County’s economy and enhance its quality of life through the creation and promotion of healthy businesses and good jobs. EDASC’s goals of business retention, expansion, and promotion align with the redevelopment strategy.

The redevelopment of the property has begun, and the cleanup grant would play a key role in completing the effort. In June 2018, the Port acquired and subdivided the Property to make rational lots for lease to private and public parties. Sedron Technologies (formerly Janicki Bioenergy), a private tenant, is planning to make the campus its headquarters for research and development of technologies that improve sanitation and human and animal waste management. Job Corps is preparing to renovate buildings for education programs in 2019-2020. The Port has also dedicated 10 acres, including a popular fishing pond, to the City for a park. The City has designed park improvements and is currently seeking implementation funding. The City has also completed \$2.2 million in road improvements, providing sidewalks and a safer, more attractive entrance.

*ii. Outcomes and Benefits of Redevelopment Strategy*

Revitalization of the property will improve the local economy, foster job creation, improve access to open space and recreation, and provide health benefits to the sensitive populations in the target area.

**Economy.** Redevelopment of the Property will be a catalyst for economic development in the targeted community and the region. The proposed technology and innovation center will create both professional jobs in engineering, design, and management as well as skilled labor jobs in welding and manufacturing. Based on the profile of existing high-tech manufacturing in the area, it is expected that 30% of employees will be based in Sedro-Woolley and the remaining employees will live in Skagit and neighboring Whatcom County. An economic impact analysis of the Subarea Plan forecasts that full build out of the Property would support 2,850 direct jobs and 4,390 indirect jobs. The increased value and private investment is forecasted to generate \$33 million in property taxes that benefit local and state government.

**Workforce Development.** The Port and its partners are committed to linking community members to employment opportunities and will promote local hiring throughout the brownfield cleanup project and in the future redevelopment of the Property. The Port and its partners have engaged Job Corps and the local community college to explore opportunities for internships, mentorship, and shared programs. The prime

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private business poised to locate at the facility, Sedron Technologies, is owned by a family that has lived in Sedro-Woolley for three generations and is deeply committed sustaining employment in this community.

**Open Space.** The Subarea Plan sets aside approximately 100 acres as open space to protect wetlands and streams and promote public recreation. Of this, 10 acres is dedicated for a City park with fishing access. Trails and paths will connect with an adjacent 700-acre county park.

**Health Benefits.** Increasing local employment opportunities will reduce commute times, which have ties to reduced stress, cortisone levels, and rates of obesity. Most (85%) residents work outside of the target area. Shorter commutes also reduce traffic on congested roadways, decrease pollution emitted from vehicles, and decrease incidence of diseases as described in Section 2.a.ii(2). Providing additional jobs in the target area reduces the need to commute.

**Energy Efficiency.** Renovation of historic buildings on the Property saves energy embedded in demolition and new construction. Additionally, building renovations will, as possible while meeting historic requirements, meet the energy efficiency codes in Washington State which are nearly equivalent to green building standards.

**c. Strategy for Leveraging Resources**

*i. Resources Needed for Site Reuse*

This project has tremendous momentum and garnered significant funding support. The table below shows the Port, City, and County have contributed their own funds and obtained multiple grants to support this project so far. In total, the committed funding for this project is over **\$3,563,823**. This represents nearly **8:1 leverage of USEPA cleanup grant funds**.

<b>Table 1. Funding Source</b>	<b>Amount</b>	<b>Status</b>	<b>Activities</b>
WA Dept. of Ecology Integrated Planning Grant	\$200,000	Awarded 2014, <b>Completed</b>	Community visioning, market study, building assessment, wetlands study, and environmental due diligence.
WA Dept. of Commerce Advanced Planning Grant	\$212,500	Awarded, 2015, <b>Completed</b>	Subarea Plan: Community involvement, master planning, infrastructure analysis, policy development Environmental Impact Statement, and the following studies: wetlands delineation, geotechnical study, cultural resource study, transportation analysis, and economic impact analysis.
Port of Skagit	\$100,000	Awarded, 2015, <b>Completed</b>	
City of Sedro-Woolley	\$25,000	Awarded, 2015, <b>Completed</b>	
Skagit County	\$75,000	Awarded, 2015, <b>Completed</b>	
WA Dept. of Ecology Remedial Action Grant	\$150,000	Awarded 2015, <b>Completed</b>	Preliminary environmental assessment.
Port, City, County	\$300,000	Awarded 2017, <b>Completed</b>	Design and construction of improvements to primary access road to former Northern State Hospital, including sidewalks and gateway entrance to facility.
Skagit County Economic Development Grant	\$400,000	Awarded 2017, <b>Completed</b>	
WA Transportation Improvement Board	\$1,531,923	Awarded 2017, <b>Completed</b>	
WA Pollution Liability Insurance Agency	\$374,400	Awarded 2017, <b>Scheduled Completion 2019</b>	Preliminary Planning Assessment and cleanup of petroleum contamination at maintenance building.
U.S. EPA Brownfields Assessment Grant	\$195,000	Awarded 2017, <b>Completed</b>	Assessment of contamination, analysis of brownfield cleanup alternatives.
<b>Total</b>	<b>\$3,563,823</b>		

This grant will **stimulate the availability of more than \$23 million in additional funds** for remediation as well as reuse and construction. The following table shows sources of funding for which the Port would be eligible and/or more competitive if it were to receive this grant.

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<b>Table 2. Funding Source</b>	<b>Amount</b>	<b>How EPA Grant Helps</b>	<b>Activities</b>
U.S. Dept. of Labor	\$6,000,000	Provides initial cleanup to make redevelopment possible.	Renovation of buildings to create new Job Corps classroom.
Sedron Technologies	\$10,980,000	Reduces environmental risk associated with redevelopment	Construction of research and development facility (initial phase)
WA Dept. of Ecology Remedial Action Grant	\$375,000	EPA grant provides match to leverage state cleanup grant	Cleanup actions and finalize remedial investigation / feasibility study
Community Economic Revitalization Board	\$3,000,000	Cannot begin design and construction of facilities until cleanup is complete	Grant and loan to support on-site infrastructure improvements
<b>Total</b>	<b>\$20,355,000</b>		

*ii. Use of Existing Infrastructure*

The project involves adaptive reuse of historic buildings and utilizes existing road and utility infrastructure developed for the hospital. Job Corps has plans underway to renovate two of the historic buildings to provide more classroom space. Future development plans incorporate renovation of more of the historic buildings. Design guidelines have been established to ensure that renovations and future development respect the historic character of the Property.

The Property is served by water, sewer, gas, electricity, and roads. There is existing capacity in these systems that were designed to serve the large population of hospital patients and employees. Some upgrades of infrastructure will be needed on the Property, but there is adequate capacity in each of these systems to support redevelopment. As stated previously, the City has recently completed improvements to the main road leading to the Property. Redevelopment of the Property will also improve stormwater management on the Property. There is currently minimal quality or quantity management of stormwater runoff. New development will be required to meet Washington State standards for low-impact development stormwater management.

**2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT**

**a. Community Need**

*i. The Community's Need for Funding*

The Port, which is the grant applicant, is a small governmental organization with an annual operating budget of approximately \$9.9 million. Cleanup and redevelopment of the Property requires large public and private investment beyond the resources of the Port. The Port raises money through leasing property, property taxes, and grants. The limited ability for local governments to fund this project is underscored by the financial conditions of the City of Sedro-Woolley. The City's tax revenues sharply declined during the Great Recession and have just recovered to 2009 levels. Unlike nearly all other states, Washington does not have tax increment financing, so is highly dependent on grant funding to support economic revitalization projects.

*ii. Threats to Sensitive Populations*

(1) Health or Welfare of Sensitive Populations. Contamination at the Property impacts the health and welfare of people who live, work, and visit the facility. Job Corps provides job training and education to at-risk youth aged 18-24 in a campus setting with residential halls. While the program provides a unique education opportunity for these youth, they also may be at risk to exposure to contamination at the Property. The chemical dependency facility is an involuntary 140 bed facility that provides services to people who have been mandated by a court to receive treatment. The evaluation and treatment facility is designed to support 16 patients at a time. While patients at these facilities live on the campus struggling to control their substance abuse and mental health issues, they also may be at risk of exposure to contamination on the Property. Members of the Upper Skagit Tribe are potentially exposed to risks as well. Their reservation is adjacent to the Property, and they fish for salmon in the creek adjacent to the priority sites and use it for cultural activities. Contamination has the potential to bioaccumulate in salmon and other fish that live in the creek harming these Endangered Species Act-listed salmon and the Tribe members that eat them.

**(2) Greater than Normal Incidence of Disease and Adverse Health Conditions.**

<b>Table 3: Health Data</b>	<b>County</b>	<b>State</b>	<b>USA</b>
Cancer	13%	12%	
Asthma (2011-2013)	9%	9%	
Premature Mortality per 100,000	98	86	
Diabetes (2013-2015)	11%	9%	
Obesity (2011-2013)	37%	35%	36%
High Cholesterol (2011-2013)	38%	36%	37%
No Health Insurance Coverage	11.2%	9.8%	
Based on Skagit County Quality of Life Survey, Washington State Department of Health, and Center for Disease Control statistics.			

The populations in the target area suffer from a greater-than-normal incidence of diseases or conditions that may be associated with exposure to hazardous substances, pollutants, contaminants, or petroleum as shown Table 3. There is limited data to quantify health and welfare impacts specifically in the City of Sedro-Woolley. The impacts of the economic decline and prevalence of brownfields are reflected county-wide. Public health indicators show that people in Skagit County have higher or equivalent prevalence of cancer, asthma, diabetes, obesity, and premature mortality. Additionally, the proportion of people without health insurance is higher in Skagit County (11.2%)

than in the rest of the state (9.8%). The grant will fund cleanup and subsequent reduced exposure to the hazardous substances that may be associated with this greater-than-normal incidence of disease. The County currently supports the Population Health Trust Advisory Committee which tracks the health of the population of Skagit County. The Port will continue working with the County to track these health statistics and their relationship to this project.

**(3) Economically Impoverished/Disproportionately Impacted Populations.** Brownfields are closely linked to economic challenges facing the target community. The target community has struggled with structural economic challenges with the decline of the resource extraction industries and closure of the hospital. Demographic data indicate that the target community has a high unemployment rate (9.3%) and high poverty rate (22%). Per capita income (\$23,993) is well below Washington State (\$32,999) and national (\$29,829) levels. The high school dropout rate (28%) is high and proportion of college graduates (15.6%) is low compared to state and national levels. The ability to recover from these job losses is impeded by the uncertainty, risk and costs associated with cleanup of this brownfield property.

**b. Community Engagement**

*i. Community Involvement*

The Port has actively engaged the community to ensure that redevelopment and cleanup of the Property meets their needs and aligns with their vision for the future. Key project partners in the table below.

<b>Partner Name &amp; Point of Contact</b>	<b>Specific Role in the Project</b>
<b>City of Sedro-Woolley</b> Eron Berg, Supervisor 360.855.9921, eberg@ci.sedro-woolley.wa.us	Will provide information and staff resources to support cleanup project. Developing park at entrance to the Property. Will update City Council on status of project in open public meetings.
<b>Skagit County</b> Tim Holloran, Administrator 360.416.1300, timh@co.skagit.wa.us	Will provide information and staff resources to support cleanup project. Contributing funding for infrastructure improvements to support redevelopment of Property.
<b>Upper Skagit Tribe</b> David Hawkins, dhawkins@upperskagit.com 360.854.7016	Will provide information and technical support for the cleanup process. Will share information on the project with tribal departments and tribal members.
<b>Job Corps</b> Kevin Meenahan, Center Director 360.854.2134, Meenaghan.Kevin@jobcorps.org	Will collaborate on cleanup and renovation of former laundry building and coordinate communications with students and staff.
<b>Skagit Audubon Society</b> Tim Manns 360.333.8985, conservation@skagitaudubon.org	Will continue to share data and information they have collected, participate in public meetings, and provide review and comment on reports and plans to ensure they are protective of birds and wildlife.
<b>Sedro-Woolley Chamber of Commerce</b> Pola Kelley, Executive Director 360.855.1841, director@sedro-woolley.com	Will continue to distribute information to their members, provide advice on redevelopment strategy, and participate in public meetings and committees.

*ii. Incorporating Community Input*

The Port of Skagit and its partners have led a robust community involvement program over the last four years of planning for redevelopment of the Property. Over 400 people in total have attended the 23 public meetings on the project to date. The Port is committed to continuing to engage the community and foster partnerships through the brownfield cleanup project. Public involvement efforts will be coordinated by the Port's Community Outreach Administrator, Linda Tyler (see Section 4.a). The Port will use the grant to prepare a Community Involvement Plan that will employ strategies that have proven effective in reaching a broad cross section of the public. Community outreach will engage tenants on the Property and their employees and students, and businesses and residents in the target area at least once per quarter through one of the methods described below in order to solicit input.

- **Stakeholder and Small Group Outreach.** The Port will conduct personal meetings with key stakeholders, to engage them in discussions of cleanup and redevelopment of the Property. The Port has found that meeting one-on-one with stakeholders such as the Upper Skagit Tribe and presenting at meetings of groups such as the Chamber of Commerce have been the most effective methods to engage members of this community that are typically not represented in public planning processes.
- **Public Open House Events.** The Port will hold at least two community open houses throughout the cleanup process. The meetings will be designed to share information on the environmental cleanup and solicit feedback. Open house events will be held on the Property to be accessible to employees and students who will be directly affected by cleanup action. Translators and information in multiple languages will be utilized as appropriate in these meetings.
- **On-Site Community Engagement.** The Port will staff an office on the Property to be available for workers and students. Fliers and signs will be displayed on the Property before, during, and after cleanup actions to inform potentially affected parties.
- **Web-Based Communications.** The Port currently has a dedicated web page for this project that will be updated to provide progress updates on the cleanup project.

The Port will continue to utilize communications techniques that have proven effective in the target community. The Port will also communicate progress through presentations at public Port Commission and Sedro-Woolley City Council meetings, and articles in the Skagit Valley Herald.

### **3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS**

#### **a. Proposed Cleanup Plan**

The cleanup plan is based on the Analysis of Brownfield Cleanup Alternatives (ABCA) prepared under the FY2017 Brownfield Assessment Grant for the Property.

**Former Laundry Building.** The chlorinated solvents associated with the former laundry will be treated by in situ bioremediation. This will involve injecting amendments directly into the ground around the building footprint. A combination of amendments will be designed to enhance degradation of chlorinated ethenes through biotic and abiotic processes. This program would be designed to utilize anaerobic biodegradation of the existing chlorinated compounds through the enhanced reductive dechlorination (ERD) process. ERD is the primary anaerobic biological process by which problematic chlorinated solvents in groundwater are biologically transformed into less harmful end products such as ethene. Groundwater monitoring will be conducted at existing wells on a quarterly basis to evaluate effectiveness of the in-situ remediation.

**Gymnasium Field.** Shallow soil contamination will be addressed through removal and off-site disposal. Soil with elevated arsenic levels will be excavated and disposed of off-site at a permitted landfill. An approximately 28,500 square foot area will be excavated to approximately 1-foot depth. Confirmation soil samples will be collected to ensure that arsenic impacts above cleanup levels are removed. The excavation will be backfilled with clean material and seeded with grass.

**b. Description of Tasks and Activities**

Project Implementation. The tasks and activities described below are eligible and specifically designed to be conducted within the 3-year period of performance. The task descriptions below provide the name of the task in bold, the task lead in parentheses, and the schedule in italics.

**Task 1: Community Involvement** (Linda Tyler Lead) - *Throughout the project*

This task includes conducting community meetings to review the ABCA; informing the public through the cleanup process; and preparing web content and printed public information materials. Additional details are provided in Section 2.b.ii.

**Task 2: Cleanup Design** (Environmental Contractor Lead) - *July-December 2019*

This will involve preparation of detailed plans and specifications for the cleanup actions. The design documents will comply with Washington State regulatory requirements and US EPA guidelines. The design documents will be provided to the USEPA and Ecology for review and comment. This design and specifications will be used for contractor procurement through public bid process and construction. This task will include permitting for the cleanup project. It is anticipated that local land use permits for filling and grading will be required, along with underground injection permits for Task 3. The design, permitting, and public bid process will require involvement of both Port staff and the project consultant engineer.

**Task 3: Cleanup of Former Laundry Building** (Environmental Contractor Lead) – *January 2020-July 2021*

This task involves in-situ bioremediation injections in the Former Laundry Building area. Amendments will be injected through approximately 16 even-spaced injection points placing approximately 4,500 pounds of amendment into groundwater. The work will be overseen by an environmental engineer to ensure the project meets design plans and specifications. This task also includes groundwater sampling at four existing monitoring wells quarterly over the period of one year.

**Task 4: Cleanup of Gymnasium Field** (Environmental Contractor Lead) – *July-October 2021*

This task involves physical excavation of approximately 1,000 cubic yards of material, backfilling, and re-grading. The excavation work will be conducted by a licensed contractor selected through public bid process. The work will be overseen by an environmental engineer to ensure the project meets design plans and specifications and to collect confirmation samples to assess the effectiveness of the cleanup action.

**Task 5: Reporting** (Heather Rogerson Lead) - *Quarterly throughout the project*

This task includes preparation of completion reports for both cleanup actions (Tasks 3 and 4). It also includes progress reports and entering information into the Assessment, Cleanup and Redevelopment Exchange System (ACRES) database for the grant project. The cleanup completion report will provide the state regulatory agency with the basis for issuing a No Further Action letter to memorialize that the project complied with cleanup law and regulations. This task also includes Port staff attendance of a brownfields conference.

Cost Share. As described in Section 3.c. below, the cost share will be met with eligible activities. The Port will provide the 20% cost share through a grant from the Washington State Department of Ecology. The grant allocation is included in the Governor's proposed 2019-2020 budget. The budget is scheduled to be approved by the state legislature in spring 2019 and funds will be available by July 2019.

**c. Cost Estimates and Outputs**

The budget table for the project is below. This is followed by a description of how costs for each task were developed per budget category (including the cost share) and the specific outputs associated with each task. All of these outputs will be achieved within the 3-year period of performance.

**Task 1: Community Involvement**

The community outreach budget includes \$27,250 (220 hrs at \$125/hr) for a consultant to facilitate community meetings, prepare graphics and materials, and assist the Port with outreach. It is assumed that the contractor budget will include printing costs for display boards and other public information materials. The budget also includes \$2,000 for Port staff time (40 hrs at \$50/hr) to coordinate community outreach activities. Outputs: Fact sheets, project website, community meeting agendas, materials, and notes.

**Task 2: Cleanup Design**

The budget for this task includes \$2,000 for Port staff time (40 hours at \$50/hr) and \$62,500 for consulting engineering for design and documentation of cleanup plans (500.25 hours at \$125/hr). Outputs: Engineering design report, plan set and specifications, permit applications.

**Task 3: Cleanup Implementation for Former Laundry Building**

Budget estimate includes \$22,000 for 4,500 pounds of in-situ amendments, \$12,000 for injection equipment and labor, and \$8,800 for contingency (20% of construction costs). The estimate also includes project management and construction oversight (8% and 10% of construction costs, respectively). The budget also includes \$48,000 for four consecutive quarters of groundwater sampling at four wells and indoor air compliance monitoring for chlorinated solvents along with \$9,600 (76 hours at \$125/hour) for data analysis and reporting. Outputs: Completion of cleanup action, groundwater monitoring.

**Task 4: Cleanup of Gymnasium Field**

The budget includes \$12,667 for soil excavation at \$12/cubic yard, \$109,250 for off-site disposal at \$60/ton, and \$30,000 for backfill at \$25/ton plus \$8,000 for contractor mobilization. A 20% contingency (\$32,253) is included in the construction budget. The estimate also includes project management and construction oversight (6% and 8% of construction costs, respectively) along with \$6,000 for confirmation samples (assuming 60 soil samples at \$100/sample). Outputs: Completion of cleanup action, confirmation samples.

**Task 5: Reporting**

To prepare the cleanup completion reports and assist the Port with progress reports, the budget includes \$40,000 for environmental engineering support (320 hours at \$125 per hour). This budget also includes \$5,000 for 100 hours of Port staff time at \$50/hr to prepare progress reports and update ACRES. The budget includes travel expenses for Port staff (up to two) to attend one national or state/regional brownfield conference. Estimated travel costs include airfare and hotel (\$750/person). Outputs: Cleanup completion report, quarterly and final progress reports, ACRES updates.

Budget Categories		Project Tasks					Total
		Task 1	Task 2	Task 3	Task 4	Task 5	
<b>Direct Costs</b>	Personnel	\$2,000	\$2,000	\$1,000	\$1,000	\$5,000	<b>\$11,000</b>
	Fringe Benefits						<b>\$0</b>
	Travel <sup>1</sup>					\$1,500	<b>\$0</b>
	Equipment <sup>2</sup>						<b>\$0</b>
	Supplies						<b>\$0</b>
	Contractual	\$27,250	\$62,500	\$120,000	\$231,500	\$40,000	<b>\$481,250</b>
	Other _____						<b>\$0</b>
<b>Total Direct Costs<sup>3</sup></b>		<b>\$29,250</b>	<b>\$64,500</b>	<b>\$121,000</b>	<b>\$232,500</b>	<b>\$46,500</b>	<b>\$492,250</b>
Indirect Costs <sup>3</sup>							<b>\$0</b>
<b>Total federal funding</b>		<b>\$23,400</b>	<b>\$51,600</b>	<b>\$96,800</b>	<b>\$186,000</b>	<b>\$37,200</b>	<b>\$395,000</b>
Cost Share (20% of requested federal funds) <sup>4</sup>		\$5,850	\$12,900	\$24,200	\$46,500	\$9,300	<b>\$98,750</b>
<b>Total Budget</b>		<b>\$29,250</b>	<b>\$64,500</b>	<b>\$121,000</b>	<b>\$232,500</b>	<b>\$46,500</b>	<b>\$493,750</b>

<sup>1</sup>Travel to brownfields-related training conferences is an acceptable use of these grant funds.  
<sup>2</sup>EPA defines equipment as items that cost \$5,000 or more with a useful life of more than one year. Items costing less than \$5,000 are considered supplies. Generally, equipment is not required for Brownfield Grants.  
<sup>3</sup>Administrative costs (direct and/or indirect) cannot exceed 5% of the total EPA-requested funds.  
<sup>4</sup>Applicants must include the cost share in the budget even if applying for a cost share waiver (see Section III.B.13. for a list of applicants that may request a cost share waiver). If the applicant is successful and the cost share waiver is approved, it will be removed in pre-award negotiation.

**d. Measuring Environmental Results**

The Port will track, measure, and report project performance through its quarterly reports, the ACRES database, and the Port’s website. For each task, the outputs, outcomes, and tracking methods are described in the table below:

<b>Task</b>	<b>Methods of Tracking and Measuring Progress</b>
1 Community Involvement	Outputs—Fact sheets, project website, community meetings Outcomes—Informed, engaged community Tracking Methods—Recording and reporting community outreach elements (such as fact sheets, meeting attendance, and updates to project website)
2 Cleanup Plan	Outputs—Engineering design report, permits, plan set and specifications Outcomes—Well-defined project that meets regulatory requirements and enables accurate estimating by prospective bidder contractors Tracking Methods—Set dates for deliverables, document achievement of deadlines, and provide EPA with copies of deliverables
3 & 4 Cleanup Implementation	Outputs—Completion of cleanup action Outcome—Reduction of environmental and public health risk, redevelopment of property Tracking Methods—Set construction schedule, weekly updates on construction progress, tracking landfill tickets to measure weight of soil removed, confirmation samples to evaluate achievement of cleanup standards
5 Reporting	Outputs—Cleanup completion report, progress reports, ACRES updates Outcome—Accountability for use of public funds and confirmation that site meets regulatory cleanup standards Measures—Set deadline for deliverable, provide copy of deliverable to EPA

**4. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE**

**a. Programmatic Capability**

*i. Organizational Structure*

The Port of Skagit is one of the leading economic development organization in Skagit County. The Port manages a portfolio of 2,000 acres of land to provide living-wage jobs and environmental stewardship. Port property supports over 80 tenants employing approximately 1,153 workers. The Port is governed by an elected board of three commissioners. The commission appoints an executive director who manages the day-to-day operations of the organization. The Port is organized into three departments: planning and facilities, business development, and finance. The Port has selected a highly qualified team of staff with the skills, experience, and energy to lead the assessment, cleanup, and redevelopment of the Property.

**Heather Rogerson, Planning and Environmental Manager**, will manage the grant. She has been the manager for the previous environmental assessment efforts at the Property as well as the redevelopment planning. She leads the Port’s most complicated and demanding projects, including managing over \$15 million in federal Department of Transportation grants for a major airport runway improvement. Heather holds a Juris Doctor (J. D.) which brings legal understanding to her management of projects.

**Patsy Martin, Executive Director**, provides leadership and strategic guidance to the project. Patsy joined the Port of Skagit in 1995. As the Executive Director, she is ultimately responsible for implementing Port’s strategic plan and policies and resolutions adopted by the elected Port Commission. Patsy has been the lead in forming and sustaining the interlocal partnership with Skagit County and the City of Sedro-Woolley.

**Sara Young, Director of Planning and Facilities**, has managed the approximately \$3 million remediation of contamination at the Port’s airport. She will bring experience and technical expertise from that large-scale cleanup project to the Northern State Hospital project. Sara is responsible for the organization, administration, operation, and customer relations related to the Port’s facilities. She is also responsible for facilities budgets, plans, projects, emergency services, consulting and contract services, and directing day-to-day operations.

**Linda Tyler, Community Outreach Administrator**, leads the port’s internal and external communications, public relations, and operation of the Port’s web site and social media. With a Bachelor’s degree in Communication from the University of Washington, she spent 20 years working in the non-profit sector with the Boys & Girls Clubs and with Skagitonians to Preserve Farmland prior to joining the Port. Linda will guide

development and implementation of the community involvement plan for the cleanup grant. She will also be the primary contact for media relations.

**Greg Thramer, Financial Director**, is responsible for management of the Port's overall finance functions. He serves as the port auditor, advises the elected port commission and executive director, administers Port fiscal matters, and supervises the Port's accounting and administrative staff. Greg will ensure that all grant financial reporting requirements are met.

*ii. Acquiring Additional Resources*

**Procurement of Contractors:** The Port routinely contracts engineering and consulting services and has management and procurement procedures in place to acquire these services through a competitive qualifications evaluation process. The Port will use a qualifications-based procurement process in conformance with 40 CFR 31.36 to contract an environmental consultant to assist with project implementation. The contractor will provide technical and project management capabilities. The Port will be prepared to initiate the contracting process immediately upon execution of the Cooperative Agreement with USEPA. The Port will collaborate with USEPA staff to prepare a Request for Qualifications for firms with experience completing brownfield cleanup and redevelopment projects. The Port will provide the submittals to USEPA staff for review if requested. The Port staff will rate the submittals, conduct interviews if deemed necessary, and select the preferred contractor. The Port staff will negotiate a contract with the selected contractor. The Port Commission will be responsible for approving the contract in a public meeting.

**b. Past Performance and Accomplishments**

*i. Currently Has or Previously Received an EPA Brownfields Grant*

The Port received an EPA Brownfields Site-Specific Assessment grant for the Property in 2017 (grant# BF-01J40101-0) for \$195,000. As of January 2019, nearly all of the elements of the work plan have been completed and the Port is beginning to prepare its final progress report. The Port successfully executed this grant with the staff listed in Section 4.a.i. and through their procurement process hired an effective environmental contractor. The Port and USEPA agreed on the work plan quickly and stuck to their plan. The Port held regular coordination meetings with USEPA staff and Washington State Department of Ecology staff to review draft grant outputs, check on project status, and plan ahead for cleanup implementation. The Port obtained monthly progress reports from the environmental contractor and held regular check in meetings to ensure timely completion of work.

(1) Accomplishments. The Port completed all proposed outputs, including a Phase I ESA, a Phase II ESA, an ABCA, three community meetings, a project fact sheet and project web page. The Phase I ESA was completed prior to the Port acquiring the property to ensure that the Port meets *Bona fide* prospective purchaser requirements. The Phase II ESA provided robust characterization of the extent of contamination to support the ABCA. The ABCA provided the cleanup approaches and cost estimates that are described in this grant application. The Port has continued to keep the community engaged in this project through the assessment process and held multiple meetings with tenants on the property to discuss environmental concerns and how cleanup actions can be integrated into their operations and plans.

Outcomes of this work include the Port acquiring the Property, the Port dedicating approximately 10 acres of the Property for a new city park, and the Port proceeding to seek funding to complete cleanup of the Property. The Port has successfully entered into a lease with Sedron Technologies and worked with existing tenants to renovate and expand operations. ACRES has been updated with all outputs and outcomes.

(2) Compliance with Grant Requirements. The Port has complied with all Assessment grant requirements. The Port efficiently coordinated with its environmental contractors, Ecology, and USEPA to complete the grant in approximately 18 months. The Port has submitted quarterly progress reports on time. To ensure the Phase II ESA was comprehensive, the Port, with USEPA staff review and approval, adjusted budget to provide more funding to that task. All grant deliverables have been submitted through ACRES.

**USEPA BROWNFIELDS SITE SPECIFIC CLEANUP GRANT FY19**

Documentation of Leveraged Funds Attachment

**USEPA Brownfields Site Specific Cleanup Grant Application FY 19**

ECY Integrated Planning Grant



RECEIVED

MAR 03 2014

Department of Ecology  
Toxics Cleanup Program

RECEIVED

MAR 19 2014

REMEDIAL ACTION GRANT AGREEMENT G1400546  
BETWEEN THE  
STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY  
AND THE  
PORT OF SKAGIT

PORT OF SKAGIT COUNTY

This is a binding agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and the Port of Skagit, hereinafter referred to as the "RECIPIENT," to carry out the activities described herein.

RECIPIENT ADDRESS	PO Box 348 Burlington, WA 98233
RECIPIENT REPRESENTATIVE	Patricia H. Botsford-Martin, Executive Director
RECIPIENT PROJECT MANAGER	Marc Estvold, 360-770-3994
RECIPIENT FINANCIAL MANAGER	Heather A. Haslip, 360-757-0011
ECOLOGY FINANCIAL MANAGER	Lydia S. Lindwall, 360-407-6210
ECOLOGY PROJECT MANAGER	Amanda Reeck, 360-407-7336
FUNDING SOURCE	Local Toxics Control Account (LTCA)
MAXIMUM ELIGIBLE COST	\$200,000
STATE GRANT SHARE	\$200,000
RECIPIENT GRANT SHARE	\$0
MAXIMUM STATE SHARE PERCENT	100%
FEDERAL TAX IDENTIFICATION NUMBER	91-0784860
EFFECTIVE DATE OF THE AGREEMENT	March 1, 2014
EXPIRATION DATE OF THE AGREEMENT	June 30, 2015

## **PART 1: SITE HISTORY AND BACKGROUND**

The State of Washington is listing parcels associated with the Northern State Hospital campus as surplus property. The RECIPIENT is considering acquisition of the property and, in cooperation with Skagit County and the city of Sedro-Woolley, could act as coordinators of the clean up and redevelopment of the site. The campus landscape and many of the remaining structures have designations on the National Registry of Historic Places. The RECIPIENT has identified a unique opportunity to restore and enhance a key, historic property located just east of the City of Sedro-Woolley at 24909 Hub Drive.

Northern State Hospital opened in 1909 to provide high quality patient care as a treatment facility for the mentally ill. The 225-acre hospital campus was designed to be a self-sustaining facility that included patient and staff housing, a dedicated reservoir, a lumber mill, a quarry, steam plant, and gardens. The campus abutted more than 700 acres of pastoral farmland and livestock operations. Designed by renowned landscape architects, John Charles Olmstead and Frederick Dawson of the Olmstead Brothers firm, the campus layout complemented the scenic topography and natural landscapes of the Skagit Valley. The campus included meandering pathways through forested areas, manicured reflecting ponds, and expansive, verdant views. On-site structures and architectural ornamentation were built in Spanish Colonial Revival. Today more than 80 of the remaining structures are listed on the National Registry of Historic Places, including the campus landscape as a whole.

Although the hospital closed in 1973, the property continues to serve as a landmark for the local community. In 1975, the property was transferred from the Department of Social and Health Services to the Department of Natural Resources and General Services Administration (known today as the Department of Enterprise Services (DES)). Additional acreage, previously used for agricultural farm land, is owned by Skagit County (the County) and has been repurposed as the Northern State Recreation Area. In 2010, DES expressed a desire to surplus the property and requested that the RECIPIENT consider acquiring the property to satisfy community interests for a local redevelopment effort. Since the hospital's closing, public access to the property has been restricted. Now only partially occupied, current owners and operators have struggled to maintain the historic facility, which has declined in quality and structural integrity.

The property consists of three distinct tax parcels (P38607, P100632, and P39356). A review of historical records reveals that one of more of the parcels has been associated with a site listed on ECOLOGY'S Confirmed and Suspected Contaminated Sites List (Facility Site ID 65415931). Records show that the hospital and other operators on site were listed Hazardous Waste Generators (Facility Site IDs 36439755 and 56861847). At the current time, little is understood about the nature, use, and disposal of hazardous waste on site.

Historical contamination was likely related to underground storage tanks, many of which have been pulled from the property; however, records indicate that residual contamination may remain on site above state cleanup levels. In March 2013, the current property owner was notified that contamination at 2262 Thompson Drive (Facility Site ID 65415931), known as Northern State Multi-Service Center, remained a concern to ECOLOGY and that suspected benzene contamination in the soil and groundwater required further investigation.

This Integrated Planning Grant (IPG) will allow the RECIPIENT to investigate reports of environmental contamination on the property and investigate the nature and extent of potential contamination. Findings from the environmental analysis will provide the RECIPIENT with a pathway forward to acquire and

remediate the property, eliminating potentially harmful exposures to humans and allowing the facility to reopen for broader public access. Reuse and adaptation of the property has the potential to house a variety of community amenities and could attract new investment into the area as the new location for an institutional or commercial campus. The multi-jurisdictional effort is supported by strong partnerships between the public, the County, RECIPIENT, and various state departments.

## **PART 2: SCOPE OF WORK**

The tasks set forth below summarize the RECIPIENT's activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY in the current budget.

All information produced with grant funding must be made available to ECOLOGY, including copies of all analyses, studies, reports, assessments, and investigations.

### **TASK 1: J003 SITE INVESTIGATIONS**

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform investigations into the nature and extent of contamination on the properties. This includes activities to:

- Conduct a records review of current and historical documents to identify potential concerns and prepare a scope for the subsequent environmental assessment. (Similar to that performed in a Phase 1 Environmental Site Assessment).
- Prepare a sampling and analysis plan to characterize the nature and extent of potential sources of contamination.
- Conduct sampling and analysis as specified in the plan approved by ECOLOGY.
- Report results of environmental investigations and analysis to ECOLOGY.

### **TASK 2: J004 FEASIBILITY STUDY**

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform an evaluation of cleanup alternatives for the site with consideration of potential redevelopment opportunities. This includes initial cost estimates for the cleanup alternatives to help inform the selection of the preferred cleanup option and may include remedy selection activities.

### **TASK 3: J008 INTEGRATED PLANNING ACTIVITIES**

This task funds RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to perform integrated planning activities, including the following:

- Existing conditions analysis
  - Regulatory analysis
  - Infrastructure assessment
  - Transportation assessment
  - Building assessment
  - Cultural and natural resources
  - Current operations
  - Appraisal
- Market study

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- Case studies
- Potential reuse alternatives
- Implementation strategy
- Materials development for stakeholder and other meetings
- Summary reports following stakeholder and community outreach meetings

**PART 3: FUND SOURCE AND BUDGET**

**A. FUND SOURCE**

Total Eligible Project Cost		\$200,000
<b>Fund</b>	<b>Fund Share (%)</b>	<b>Maximum Fund Amount</b>
Local Toxics Control Account (LTCA)	100%	\$200,000
<b>Match Requirement</b>	<b>Match Share (%)</b>	<b>Match Amount</b>
Cash Match	0%	\$0

**B. BUDGET**

<u>Grant Tasks</u>	<u>Estimated Eligible Cost</u>	<u>Estimated Maximum Fund Amount</u>	<u>Estimated Start Date</u>	<u>Estimated End Date</u>
1. J003 SITE INVESTIGATIONS	\$57,500	\$57,500	3/1/14	9/1/14
2. J004 FEASIBILITY STUDY	\$15,000	\$15,000	3/1/14	12/31/14
3. J008 INTEGRATED PLANNING ACTIVITIES	\$127,500	\$127,500	3/1/14	12/31/14
TOTAL:	\$200,000	\$200,000		

**C. BUDGET CONDITIONS**

1. Any work performed or costs incurred prior to the effective date or after the expiration date of this agreement is at the sole expense of the RECIPIENT.
2. Overhead is eligible at a rate of up to 25 percent of RECIPIENT staff salaries and benefits for time devoted to tasks outlined in this agreement.
3. The RECIPIENT shall provide ECOLOGY a list of staff that will be working on the project, their title and role, the percentage of time they will devote to grant projects, their salary rate, and their benefit rate.
4. To increase or decrease state funding or change the scope of work, ECOLOGY requires a formal amendment. Reallocating funds among grant tasks may be performed through a letter amendment.

**PART 4: SPECIAL TERMS AND CONDITIONS**

**A. ARCHEOLOGICAL AND CULTURAL RESOURCES**

The RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. RECIPIENT shall immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this agreement. In the event that historical or cultural artifacts are discovered at the project site, the RECIPIENT shall also notify the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. Applicability of the National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact historic properties (such as invasive sampling, dredging, or cleanup actions).

**B. BILLING**

1. Unless otherwise approved in writing by the ECOLOGY Financial Manager, the RECIPIENT shall submit a payment request to ECOLOGY quarterly.
2. The RECIPIENT shall submit payment requests on ECOLOGY provided forms that include an A-19-1A, B2, C2, E, and a progress report, unless alternative forms are approved by the ECOLOGY Financial Manager.
3. Except for the A-19-1A, ECOLOGY prefers the electronic submittal of payment requests and backup documentation. The RECIPIENT must submit two copies of the payment request, one copy to the ECOLOGY Financial manager, and one copy sent directly to the ECOLOGY Project Manager.
4. The final payment request shall include a Final Project Report on ECOLOGY provided forms unless otherwise approved by the ECOLOGY Financial Manager.
5. In-kind services are not eligible for match.
6. Legal costs are not grant eligible.
7. Some costs require the ECOLOGY Financial Manager's approval. It is the RECIPIENT's responsibility to understand the eligibility of costs and their responsibility to obtain approvals

prior to incurring costs. Costs incurred without required prior approvals may be at the sole expense of the RECIPIENT.

**C. DOCUMENTATION**

1. RECIPIENT shall include the supporting documentation for all expenses, including RECIPIENT salary and benefits. Supporting documentation includes contractor and subcontractor invoices and receipts, accounting records, or any other form of record that establishes the appropriateness of an expense.
2. ECOLOGY may request additional documentation if needed to determine if a cost will be allowed.
3. RECIPIENT shall provide clear and legible supporting documentation and present it organized by task as entered on the C2.
4. RECIPIENT accounting procedures shall include maintaining supporting documentation in a common grant file. This includes cancelled checks, invoices, purchase receipts, payroll records, time and attendance records, contract award documents, and vouchers sent to ECOLOGY. The RECIPIENT shall keep all supporting documentation for audit purposes for at least three years after the expiration date of the agreement.

**D. EQUIPMENT ACQUISITION, USE MANAGEMENT, AND DISPOSITION**

**Equipment Acquisition:** The RECIPIENT may purchase equipment needed to accomplish the scope of work in the grant agreement, with written approval by ECOLOGY's Financial Manager. The RECIPIENT is responsible for any costs the Financial Manager does not approve.

Generally, the ECOLOGY Financial Manager will need the following information to evaluate requests to purchase equipment:

1. Description of the equipment, including identification of operation and maintenance items that are to be grant funded (such as insurance, repairs, fuel, etc.).
2. Justification for the purchase, including analysis of rent vs. purchase.
3. Total Cost, including estimate of operation and maintenance costs.
4. Useful life-expectancy of the equipment.

**Equipment Use:** During the effective dates of the agreement and any amendments thereto, equipment purchased with grant funds must be used to accomplish activities funded by the agreement. It may be used for activities not funded by the agreement as long as that use does not interfere with work on the originally authorized projects.

The RECIPIENT may not use the equipment to provide services for a fee to compete unfairly with private companies providing equivalent services, unless specifically permitted by statute.

The RECIPIENT agrees to make equipment purchased with grant funds available for use by ECOLOGY as long as that use does not interfere with work on the originally authorized projects.

**Equipment Management:** The RECIPIENT agrees to maintain and manage the equipment properly to optimize its life span. The RECIPIENT must have in place some form of inventory control system that includes a physical inventory to document where the equipment is being used, and a maintenance record that insures the equipment is being kept in good working condition.

**Equipment Disposition:** When the equipment is no longer needed for the originally authorized purpose, the RECIPIENT shall dispose of purchased equipment by sale for fair market value, ensuring the highest possible return. Proceeds shall be used for RECIPIENT's monitoring or other cleanup related activities.

**E. FAILURE TO COMMENCE AND SUSTAIN WORK**

In the event the RECIPIENT fails to commence work under this agreement within three months, or sustain work in accordance with the work schedule established in the scope of work, order, or decree for the site, ECOLOGY reserves the right to terminate this agreement.

**F. MINORITY AND WOMEN'S BUSINESS PARTICIPATION**

The RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
6. The RECIPIENT should report payments made to qualified firms to ECOLOGY at the time of submitting each invoice. Please include the following information on the ECOLOGY provided Form D:
  - i. Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
  - ii. The total dollar amount paid to qualified firms under this invoice.

**G. PROCUREMENT AND CONTRACTS**

- a) The RECIPIENT certifies that it will follow its standard procurement procedures and/or applicable state law in awarding contracts; RECIPIENTS with no formal procurement procedures must certify that they have complied with the "Standards for Competitive Solicitation," found in

the *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005).

- b) Upon issuance, the RECIPIENT shall submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY'S Project Manager.

Prior to contract execution, the RECIPIENT shall submit all draft documents and a copy of the draft proposed contract to the ECOLOGY Project Manager for review and approval. Following the contract execution, the RECIPIENT shall submit a copy of the final contract to ECOLOGY's Project and Financial Managers.

#### **H. REPORTING**

1. Progress Reports: The RECIPIENT shall submit progress reports with each payment request. The RECIPIENT shall submit a progress report no less frequently than quarterly, even if a payment request is not submitted. These reports shall be in accordance with the ECOLOGY-approved reporting format as indicated in the Remedial Action Grant Guidelines, or as otherwise approved by the ECOLOGY Financial Manager. ECOLOGY shall not approve payments without the required progress reports.
2. Spending Plans: The RECIPIENT shall submit a spending plan to ECOLOGY. The spending plan identifies the RECIPIENT'S quarterly billing projections. The RECIPIENT shall update the spending plan as needed throughout the term of the agreement upon request.
3. Final Project Report: In addition to the progress report that identifies the work performed during the latest billing period, the final payment request shall include a copy of the final project report. This report summarizes the project goals, purpose of the actions conducted, and outcomes of the project. ECOLOGY may withhold final payment pending RECIPIENT's submittal of the final project report.
4. Sampling data: The RECIPIENT shall submit all sampling data to ECOLOGY in both printed and electronic formats in accordance with WAC 173-340-840(5) and the Toxics Cleanup Program Policy 840: Data Submittal Requirements. ECOLOGY may withhold payment if the RECIPIENT does not submit sampling data.

#### **I. STATE-WIDE VENDOR REGISTRATION**

RECIPIENT will receive payment for approved and completed work through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must register as a state-wide vendor by submitting a state-wide vendor registration form and an IRS W-9 form at website,

<http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

Contact DES at the Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov) for any questions about the vendor registration process.

#### **J. TRAINING**

The RECIPIENT agrees to participate in any ECOLOGY recommended or required trainings related to fulfilling the terms of the agreement.

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**K. USE OF EXISTING CONTRACTS**

The RECIPIENT may use existing contracts that conform to adopted procurement procedures and applicable state laws. The RECIPIENT shall submit a copy of the contract to ECOLOGY upon request. The grant eligibility of products or services secured by the RECIPIENT under existing contracts used to perform the scope of work in this agreement must be deemed allowable and reasonable by ECOLOGY prior to cost reimbursement.

**L. ALL WRITINGS CONTAINED HEREIN**

This agreement, including the appended "General Terms and Conditions," the latest approved budget, Remedial Action Program Guidelines, and ECOLOGY'S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005), contains the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made part of this agreement.

IN WITNESS WHEREOF, the parties hereby sign this Grant Agreement:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PORT OF SKAGIT

  
\_\_\_\_\_  
James J. Pendowski, Manager  
Toxics Cleanup Program

3/4/14  
Date

  
\_\_\_\_\_  
Patricia H. Botsford-Martin  
Executive Director

2/28/14  
Date

Approved as to form only Assistant Attorney General

**General Terms And Conditions**  
**Pertaining To Grant And Loan Agreements Of The Department Of Ecology**

**A. RECIPIENT PERFORMANCE**

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

**B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

**C. THIRD PARTY BENEFICIARY**

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

**D. CONTRACTING FOR SERVICES (BIDDING)**

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

**E. ASSIGNMENTS**

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

**F. COMPLIANCE WITH ALL LAWS**

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

**G. KICKBACKS**

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

## **H. AUDITS AND INSPECTIONS**

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

## **I. PERFORMANCE REPORTING**

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

## **J. COMPENSATION**

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", Part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

#### **K. TERMINATION**

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become DEPARTMENT property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

#### **L. WAIVER**

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

#### **M. PROPERTY RIGHTS**

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
  - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
  - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance

which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

**N. SUSTAINABLE PRODUCTS**

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

**O. RECOVERY OF PAYMENTS TO RECIPIENT**

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

**P. PROJECT APPROVAL**

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

**Q. DISPUTES**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

**R. CONFLICT OF INTEREST**

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in

which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

#### **S. INDEMNIFICATION**

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

#### **T. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Washington.

#### **U. SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

#### **V. PRECEDENCE**

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

#### **W. FUNDING AVAILABILITY**

The DEPARTMENT's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect to terminate the agreement, in whole or part, or to renegotiate the agreement subject to new funding limitations and conditions. The DEPARTMENT may also elect to suspend performance of the agreement until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise any of these options with no notification restrictions.

SS-010 Rev. 04/04

Modified 12/13

## **USEPA Brownfields Site Specific Cleanup Grant Application FY 19**

### Property Planning

- WA Dept of Commerce Advanced Planning Grant
- Port, County, City Interlocal Agreement

INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN  
SKAGIT COUNTY AND PORT OF SKAGIT

THIS AGREEMENT (herein "Agreement") is made and entered into by and between Port of Skagit and Skagit County, a political subdivision of the State of Washington (herein the "County" or "Skagit County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The County and the Port of Skagit may be individually referred to herein as a "party", and collectively referred to herein as the "parties."

1. PURPOSE: Port of Skagit desires to obtain funds through certain grant sources to enhance and supplement its operations which will in turn benefit those within the geographical boundaries of Skagit County. Since Port of Skagit is not eligible to directly receive the desired grant funds, Skagit County has contracted directly with the Washington State Department of Commerce via Skagit County Contract No. C20150139 attached to this Interlocal as Attachment A and hereafter may be referred to as "Grant Agreement." Skagit County will act as a pass through to facilitate the distribution of the funds through the Grant Agreement to Port of Skagit.

2. RESPONSIBILITIES: The parties to this Agreement mutually agree as follows:

2.1 Port of Skagit shall perform the following duties and obligations pursuant to the terms of this Agreement

- A. Port of Skagit certifies that it has reviewed the terms, conditions and other requirements detailed in the attached Grant Agreement and further agrees to at all times abide by the same terms, conditions and other requirement as the County set forth in the above described grant agreement between Skagit County and the Washington State Department of Commerce.
- B. Certification Regarding Debarment Suspension or Ineligibility:  
Port of Skagit certifies by signing this Interlocal that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract by any federal department or agency. Further, Port of Skagit agrees not to enter into any arrangements or contracts related to this grant with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" at <https://www.sam.gov/portal/SAM/#1>.
- C. Port of Skagit agrees to be responsible for preparing all reports required under the Grant Agreement between Skagit County and the Washington State Department of Commerce (Skagit County Contract No. C20150139). Port of Skagit agrees to send such prepared reports to Skagit County for submittal to the Washington State Department of Commerce. Port of Skagit further agrees to be responsible for any required grant closeout requirements set forth in the Grant Agreement.

- D. Port of Skagit will invoice Skagit County for eligible expenses as described in the Grant Agreement.
- E. Port of Skagit agrees to fully cooperate with Skagit County in regards to the Grant Agreement including but not limited to providing any information, participate in any communications and meetings as requested and other requested actions necessary to the performance and monitoring of the Grant Agreement.
- F. Port of Skagit agrees to reimburse Skagit County for any funds including any applicable interest and penalties that maybe incurred due to any violation of any terms, requirements or conditions set forth in the Grant Agreement or due to any violation of any applicable State or Federal law or regulation.

2.2 Skagit County shall perform the following duties and obligations pursuant to the terms of this Agreement

- A. Skagit County will act as the grant recipient and pass through for Grant Agreement.
- B. Skagit County will work with Port of Skagit in monitoring the Grant Agreement.
- C. Skagit County will reimburse Port of Skagit upon receiving invoices form Port of Skagit for eligible expenses allowed under the Grant Agreement.

3. TERM OF AGREEMENT: The term of this Agreement shall be from February 1, 2015 through June 30, 2015, unless sooner terminated pursuant to the terms herein.

4. MANNER OF FINANCING: The total amount to be paid by the County to Port of Skagit is subject to the terms set forth in the Grant Agreement. Pursuant to the current terms set forth in the Grant Agreement funds for the Project shall not exceed \$212,500 or other amount provided in the Grant Agreement or as hereafter amended.

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

5.1 Skagit County's representative shall be:

Trisha Logue  
1800 Continental Place  
Mount Vernon, WA 98273-5623

5.2 Port of Skagit representative shall be:

Patricia H. Botsford- Martin  
15400 Airport Drive  
Burlington, WA 98233

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. The County shall not be responsible for or liable for the construction, project management, use, operation, maintenance, repair, and/or replacement of the Project pursuant to the terms of this Agreement.

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

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

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

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

11. **LIMITATION OF LIABILITY.** Any party having a claim against Port of Skagit pursuant to the activities related to this Interlocal, shall have recourse only to the extent of assets and property of the Port of Skagit, and shall have no recourse against the County, its appointed or elected officers, employees, volunteers or its/their assets or credits.

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

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

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

15. **STATUS OF AGREEMENT:** The Parties agree to modify the terms of this Interlocal in the event there is any change to any term, condition, requirement, or allowed funding in the Grant Agreement.

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

17. **COMPLIANCE WITH LAWS AND TERMS OF GRANTS:** The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

18. **ASSIGNMENT AND SUBCONTRACTING:** Unless otherwise expressly provided herein, no portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity without the express and prior written approval of Skagit County.

19. **VENUE AND CHOICE OF LAW:** Except as otherwise provided in Section 22 (below), in the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

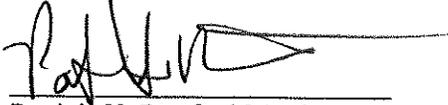
20. **CAPTIONS & COUNTERPARTS:** The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original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

21. **NEUTRAL AUTHORSHIP:** Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that

they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

GOVERNMENT AGENCY:

PORT OF SKAGIT COUNTY



Patricia H. Botsford-Martin,  
Executive Director, Port of Skagit

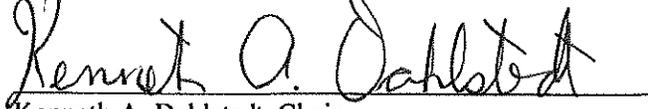
Date: 5/12/15

Mailing Address:  
(Street address required  
in addition to P.O. Box)

15400 Airport Drive  
Burlington, WA 98233

DATED this 18 day of May, 2015.

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

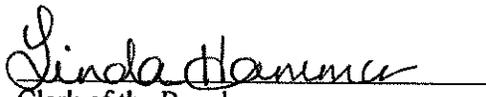
  
Kenneth A. Dahlstedt, Chair

**RECUSED**

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

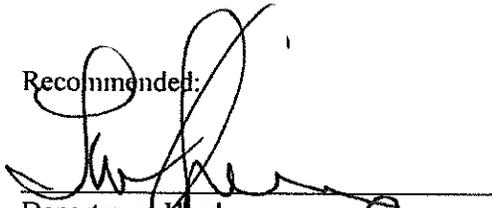
  
Ron Wesen, Commissioner

Attest:

  
Clerk of the Board

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

Recommended:

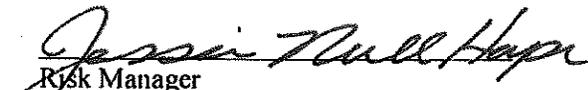
  
Department Head

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

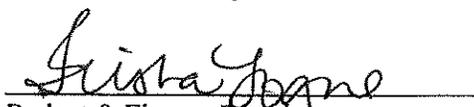
Approved as to form:

  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

  
Risk Manager

Approved as to budget:

  
Budget & Finance Director

ATTACHMENT A



# Department of Commerce

Innovation is in our nature.

SKAGIT COUNTY  
Contract # C20150139  
Page 1 of 21

**Interagency Agreement with**

Skagit County

through

Washington State Department of Commerce  
Growth Management Services

**For**

Advanced Environmental Permitting Grant Program

**Start date:**

February 1, 2015

Washington State Department of Commerce  
[www.COMMERCE.wa.gov](http://www.COMMERCE.wa.gov)

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Department of Commerce  
Contract # AP 15-68610-003

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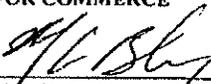
Department of Commerce  
Contract # AP 15-68610-003

ii

**FACE SHEET**

Contract Number: AP 15-68610-003

Washington State Department of Commerce  
Local Government and Infrastructure Division  
Growth Management Services  
Advanced Environmental Permitting Grant Program

<b>1. Contractor</b> Skagit County 1800 Continental Place Mount Vernon, Washington		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Tim Holloran County Administrator (360) 336-9300 timh@co.skagit.wa.us		<b>4. COMMERCE Representative</b> Joyce Phillips Senior Planner 360-725-3045 360-586-8440 joyce.phillips@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, Washington 98504	
<b>5. Contract Amount</b> \$212,500.00	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> February 1, 2015	<b>8. End Date</b> June 30, 2015
<b>9. Federal Funds (as applicable)</b> N/A	<b>Federal Agency:</b> N/A	<b>CFDA Number</b> N/A	
<b>10. Tax ID #</b> 91-6001361	<b>11. SWV #</b> SWV 0000323-08	<b>12. UBI #</b> N/A	<b>13. DUNS #</b> N/A
<b>14. Contract Purpose</b> Conduct an Adaptive Reuse Study of the Northern State site for the Janicki Bioenergy Technology Center, and develop a master plan for the site, including identification of all site permitting application materials and annexation application materials and supporting materials needed. Conduct a Transportation Analysis for a 200,000 square foot assembly and manufacturing facility and a research and development campus on site and develop the environmental permitting strategy for the master plan, site plan, and annexation approvals needed.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" - Scope of Work; and Attachment "B" - Budget.			
<b>FOR CONTRACTOR</b> See attached signature page  Kenneth A. Dahlstedt Board of County Commissioner Chairman  Date		<b>FOR COMMERCE</b>  Mark K. Barkley, Assistant Director Local Government and Infrastructure Division 3/30/2015 Date  APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Department of Commerce  
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**1. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed two hundred twelve thousand five hundred dollars (\$212,500.00) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on completion of deliverables in the Scope of Work in Attachment A and based on the budget estimates outlined in Attachment B.

**EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$212,500.00, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**3. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided or upon satisfactory acceptance of each deliverable and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number AP 15-68610-003. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

**Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

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Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**4. INSURANCE**

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect COMMERCE should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Automobile Liability.** In the event that performance pursuant to this Agreement involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Agreement shall be \$100,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.
- C. The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of

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coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**Additional Provisions:**

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The state of Washington, COMMERCE, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Identification.** The policy must reference COMMERCE's Agreement number and the State agency name.
3. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by COMMERCE's Risk Manager, or the Risk Manager for the state of Washington, before the Agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
4. **Excess Coverage.** By requiring insurance herein, COMMERCE does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to COMMERCE in this Agreement.

**Local Government Contractors that Participate in a Self-Insurance Program**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

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**5. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

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**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by COMMERCE.

**3. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**4. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 36**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**6. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**7. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

**8. AUDIT**

**A. General Requirements**

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate audits and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

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COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

Responses to any unresolved findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's records must be available for review by COMMERCE.

**C. Documentation Requirements**

The Contractor must send a copy of any audit report no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter and Management Decision Letter, where applicable.

If the Contractor is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to Commerce; no other report is required.

**9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A. "Confidential Information" as used in this section includes:**

1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on**

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confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**10. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**11. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**12. DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

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The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**13. DUPLICATE PAYMENT**

COMMERCE shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

**14. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**15. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against, all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any Subcontractor's performance or failure to perform the contract. The Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**16. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents

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of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

**17. INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

**18. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

**Washington State Laws and Regulations**

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

**19. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**20. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent

**21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**22. POLITICAL ACTIVITIES**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

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No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**23. PUBLICITY**

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**24. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**25. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**26. RIGHT OF INSPECTION**

The Contractor shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

**27. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**28. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**29. SITE SECURITY**

While on COMMERCE premises, the Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

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**30. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**31. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**32. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

**33. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**34. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**35. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**36. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

Department of Commerce  
Contract # AP 15-68610-003

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
  - B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
  - C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
  - D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract
- All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**37. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Scope of Work

Goal/Action/Deliverable	Description	Start Date	End Date
Goal 1.0	Conduct an Adaptive Reuse Study of the Northern State site for the Janicki Bioenergy Technology Center	02/01/15	06/30/15
Action 1.1	Develop Strategic Support for Negotiations	02/01/15	06/30/15
Action 1.2	Conduct and facilitate communications and Outreach	02/01/15	06/30/15
Action 1.3	Develop Cost Estimating	02/01/15	06/30/15
Action 1.4	Prepare Financial Model for project	02/01/15	06/30/15
Action 1.5	Develop a master plan, including identification of all permitting application materials, annexation application materials, and supporting materials needed. Conduct a Transportation Analysis for a 200,000 square foot assembly and manufacturing facility and a research and development campus on site. Develop the environmental permitting strategy for the master plan, site plan, and annexation approvals needed.	02/01/15	06/30/15
Deliverable 1.1	Submit the draft site master plan and site plans, the draft Transportation Analysis, and the draft environmental permits.	02/01/15	06/15/15
Action 1.6	Develop the environmental clean-up strategy for the site		06/30/15
Deliverable 1.2	Draft clean-up strategy		06/15/15
Deliverable 1.3	Status report and grant closeout report		06/30/15

## Budget

Goal/Action/ Deliverable	Description	Local Funds	State Funds
<b>Goal 1.0</b>	<b>Conduct an Adaptive Reuse Study of the Northern State site for the Janicki Bioenergy Technology Center</b>		
Action 1.1	Strategic Support for Negotiations	\$19,500	
Action 1.2	Communications and Outreach	\$45,000	
Action 1.3	Cost Estimating	\$47,300	
Action 1.4	Financial Model	\$48,000	
Action 1.5	Develop a master plan, including identification of all permitting application materials and annexation application materials and supporting materials needed. Conduct a Transportation Analysis for a 200,000 square foot assembly and manufacturing facility and a research and development campus on site. Develop the environmental permitting strategy for the master plan, site plan, and annexation approvals needed.	\$35,200	\$202,500
Deliverable 1.1	Submit draft site master plan and site plans, draft Transportation Analysis, and draft environmental permits.		
Action 1.6	Develop the environmental clean-up strategy for the site	\$5,000	
Deliverable 1.2	Draft clean-up strategy		
Deliverable 1.3	Status report and grant close out report		\$10,000
<b>Total</b>		<b>\$200,000</b>	<b>\$212,500</b>

DATED this 16 day of March, 2015.

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

  
Kenneth A. Dahisted, Chair

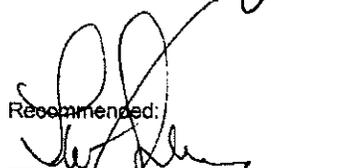
**RECUSED**

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

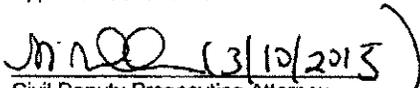
  
Ron Wesen, Commissioner

Attest:

  
Clerk of the Board

  
Department Head

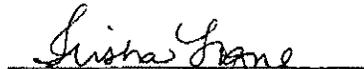
Approved as to form:

  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

  
Risk Manager

Approved as to budget:

  
Budget & Finance Director

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

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

**AMENDED INTERLOCAL AGREEMENT  
REGARDING NORTHERN STATE**

THIS AMENDED INTERLOCAL AGREEMENT REGARDING NORTHERN STATE (“**Agreement**”) is made and entered into as of this 27 day of ~~February~~, 2015 (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 State of Washington owns 225 acres, Skagit County Parcel Identification Nos. P38607, P39356, P100632 and P100646, which includes a variety of buildings, some of which are subject to existing long-term leases with third-party tenants (hereinafter the “**State Property**” or “**Northern State**”). Each of the Parties to this Agreement desires to create a cooperative relationship aimed at the Port’s review and study of the Northern State property located in Skagit County (“**Northern State**”), with the goal of establishing a collective, long-range vision for Northern State that will meet the needs of the community served by the Parties

D. Studies of the State Property have been conducted pursuant to an Integrated Planning Grant (IPG) from the Washington State Department of Ecology in addition to funding provided by the Parties.

E. As a result of the studies, the Parties have concluded that the highest and best use of the historic area of the State Property is a combination of Research, Development and Education, Hospitality and Specialty Housing along with other complimentary uses.

F. During the work of the Parties a significant opportunity related to a portion of the State Property which appears to accomplish all of the Parties' goals and stakeholders working group definition of success presented itself to the Parties.

G. The opportunity presented to the Parties is commonly known as the Janicki BioEnergy Research and Technology Center. It includes:

- Research and Technology Center in the historic area;
- Hospitality facilities in the historic area;
- Specialty housing in the historic area;
- Manufacturing and Assembly facility.

H. The Janicki BioEnergy Research and Technology Center and other facilities will:

- Create and sustain "good" private sector jobs;
- Allow public access;
- Protect nearby environmentally sensitive areas such as Hanson Creek and the Vaux's Swifts;
- Acknowledge and protect the historic significance of the State Property; and
- Acknowledge and respect the neighboring Upper Skagit Tribe.

I. The Washington State Department of Commerce ("Commerce") is considering awarding a grant to Skagit County to be passed through to the Port to allow for additional feasibility studies of the Northern State Property.

J. The Parties entered into a Interlocal Agreement Regarding Northern State dated January 13, 2015, Skagit County Contract No. C20140004 (the "Initial Agreement"), which is hereby superseded and replaced in its entirety hereby by this Agreement.

## 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 Northern State, are as follows:

- a. **Port.** The Port does not presently own or manage any part of Northern State, but it has been asked by the other Parties to consider playing a leadership role with respect to the future plans for Northern State and possibly serve as landlord of Northern State. The Port is responsible as Administrator for the duties listed in this Agreement and as otherwise specified herein. The Port will also be responsible for carrying out and

ensuring that the terms and conditions of the feasibility study grant award from Commerce are satisfied.

- b. **County.** The County will act as the Commerce grant recipient and the grant fiscal agent, for purposes of providing such pass through grant funding to the Port for the work to be performed by the Administrator. The County will also play a role in overseeing the protection of nearby Hanson Creek (located outside the State Property). The Parties recognize and agree that the work to be performed by the Administrator shall not be a County project. The County is not obligated to pay, provide, or expend funds, and/or provide and/or perform any other services or other duties, unless otherwise specified by the terms of this Agreement or as otherwise agreed. The Parties recognize and agree that no Party owns or has owned, operates or has operated, or exercises or has exercised, any control over the State Property, and that no Party has or intends to arrange for the transport, disposal, or treatment of hazardous substance(s) pursuant to the terms of this Agreement (or otherwise). The Parties further recognize and agree that they are not (and shall not become by virtue of this Agreement) a person liable for the State Property facility (as defined by RCW 70.105D.040 and/or WAC 173-340).
- c. **City.** Presently none of Northern State is within the City's corporate boundaries but is in the City's Urban Growth Area (UGA). The City is expected to play a role in advancing the coordination of future annexing, permitting and zoning of Northern State, working with the other Parties to do so.

2. **Administration.** Pursuant to the authority granted by Chapter 39.34 the Executive Director of the Port shall be the administrator ("Administrator") hereof. The Administrator will be responsible for carrying out the terms and conditions of this Agreement including the terms and conditions of the Commerce grant which may be awarded to County. The County may require the Port to execute an additional written understanding with the County concerning the pass through of grant funds to the Port. The County Administrator and the City Supervisor/City Attorney of the City will serve as the "County Representative" and the "City Representative," respectively. Regularly during the term of this Agreement, the Administrator will consult with the County and City Representatives concerning the activities authorized hereby. The Parties may appoint an oversight committee comprised of at least one, but not more than two members or representatives from each of the Parties, to work on one or more particular area(s) of study and/or to review and monitor the progress of the work provided for in this Agreement.

3. **Goals.** The Parties' collective goals under this Agreement, and with respect to Northern State itself, are to work together to explore their long-range vision for Northern State, to retain local ownership of Northern State and to, more specifically:

- a. Encourage the private sector to create and sustain jobs at Northern State benefitting all of Skagit County and its citizens and that are compatible with following goals;
- b. Re-establish public access to Northern State historically significant areas and grounds;
- c. Protect the environmentally sensitive areas of Northern State, in particular Hanson Creek;
- d. Acknowledge and protect the historic significance of Northern State to the local community, the wider region and the State of Washington; and
- e. Acknowledge and respect the neighboring Upper Skagit Indian Tribal Nation's interests in Northern State.

4. **Stakeholders Working Group.** Defined Success. The Parties joined with the State of Washington to hold several public meetings with Stakeholders in the future success of Northern State. At the meeting held on September 16, 2014, the Stakeholders defined success as the following:

- a. Broad support for orderly transition both to local control of the State Property and from the existing interim uses to those consistent with sustainable economic development.
- b. Increased economic value-jobs, tax revenue, other indirect economic benefits.
- c. Stewardship and preservation of historic and natural resources.
- d. Financial and (high quality) operational sustainability.
- e. Re-establish public access to the State Property and connectivity with adjacent Skagit County park property.
- f. Compatibility with uses and design.
- g. Clear leadership of facility.
- h. Plan for long term success.
- i. Respect existing commitments to employees and lessees.
- j. Address legacy environmental impacts.

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

INTERLOCAL AGREEMENT RE NORTHERN STATE FACILITIES  
 PORT OF SKAGIT COUNTY  
 SKAGIT COUNTY  
 CITY OF SEDRO-WOLLEY

- a. The Parties' goal is that Northern State will remain in local, public control with sustained public use.
- b. The Parties recognize that long term viability of Northern State is dependent on a sustainable economic model that does not require continued public subsidy. Therefore, the Parties intend to pursue sustainable economic development.
- c. Northern State is a unique, large and diverse property with a number of challenges and opportunities. The historic area includes the property in the Olmsted design. Some of the buildings included in the historic area do not meet the Olmsted design and will likely need to be demolished. Those buildings include but are not limited to those depicted in the attached Exhibit B. Some of the buildings included in the historic area have deteriorated significantly and will likely be too expensive to restore. Some of the buildings included in the historic area are in reasonable condition and need to be restored, if economically feasible, as part of the Janicki BioEnergy Research and Technology Center. Further analysis may need to be conducted to make these determinations. In any event the parties intend to preserve the essential character of Northern State Property consistent with best practices for historic preservation, including the design and construction of new or remodeled improvements.
- d. The State Property appears to be suitable for manufacturing/assembly and research and technology facilities and associated amenities (e.g. utilities, parking, roadways, walkways). Further analysis may be conducted to identify those areas appropriate for sustainable economic development and the costs related there to.
- e. To properly accommodate the Janicki BioEnergy Research and Technology Center and other potential uses the State Property needs to be annexed into the City of Sedro-Woolley city limits. The State Property is currently in the City of Sedro-Woolley's UGA. The Parties intend to request the State of Washington to petition for annexation, and the Parties may need to cooperate among themselves and with the State to expeditiously complete the annexation process.
- f. To properly accommodate the Janicki BioEnergy Research and Technology Center and other facilities on the State Property the State Property must be either leased from the State of Washington or transferred from the State of Washington to local control. The Port has the mission, experience and ability to lease and sublease property and facilities and to help facilitate development and redevelopment needed for the Janicki BioEnergy facilities. The Administrator will seek appropriate authority from the State of Washington to allow the Port to either manage the

property with leases for up to sixty (60) years or transfer the property to the Port.

- g. To continue to explore other economically sustainable uses.
- h. 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 in writing by the Parties.
- i. While taking actions to facilitate the Janicki BioEnergy project, prior to making any further commitment to move forward with respect to a different structure of ownership or leasehold interest for the entire Northern State property and different uses and development models, the Administrator will, in cooperation with the Parties, continue to undertake a thorough study of Northern State as envisioned by this Agreement, which will include involvement of the public in the decision-making process.

6. **Purpose.** The Administrator will carry out the Administrator's roles and responsibilities, while considering the goals as set forth in Section 3 above. In doing so, the Administrator shall engage in the following activities, with the collective goal of understanding the nature and condition of Northern State. Such review will include, but is not limited to, the following:

a. **Property Assessment.**

i. A review of the existing structures and improvements at Northern State for the purposes of assessing their safety, usability, structural feasibility and cost and economic feasibility to maintain, as well as to determine which structures should be preserved and maintained, and which should be destroyed.

ii. A review of the landscaping, lay-out and design of Northern State, taking into consideration their historical significance as well as future and proposed uses of Northern State, including action required to protect environmentally sensitive areas of Northern State.

iii. A review of the topographical, wetlands, sensitive areas, environmental, geotechnical, historical and archeological aspects of Northern State, which will include, but is not to be limited to, procuring environmental soils reports, geotechnical reports, critical area assessment reports, archeological reports, building inspections, master planning and other similar reports and studies.

iv. A review of nearby Hanson Creek in conjunction with the County, its alluvial and surrounding areas as they may relate to Northern State.

v. A review, in conjunction with the City and the County, of existing and necessary infrastructure, utilities, stormwater, and building and development regulations and access.

vi. A review, in conjunction with the City, of the historical significance of Northern State and its role, including future role, in the community.

vii. A title review and surveys with respect to Northern State which will include the boundaries, existing uses, existing leases, licenses, rights, restrictions and easements affecting Northern State and its use.

viii. A review of the economic and fiscal issues related to local ownership of Northern State and possible future uses and purposes of Northern State, consistent with the Parties' stated Goals and Assumptions.

ix. A review of the costs associated with owning, maintaining, leasing and developing Northern State, which will include an analysis of capitalization and financing of any future projects, and expected economic return to the Parties and the Community.

x. The preparation and implementation of a communication plan to seek input and convey information with the communities that the Parties serve.

xi. Coordinate with the State and City in the preparation and submittal of annexation documents and obtaining and complying with all necessary permits for the State Property.

xii. The preparation of appropriate agreements between the Port and the State of Washington.

xiii. Subject to appropriate agreements with the State, the preparation of lease documents between the Port and Janicki BioEnergy Research and Technology Center and other appropriate users.

xiv. Conduct a Remedial Investigation and Feasibility Study (RI/FS) for any actionable contamination found on the site.

xv. Conduct an appraisal and economic impact analysis to develop appropriate lease and or transfer terms between the Port and the State of Washington and the Port and Janicki BioEnergy and other appropriate users.

xvi. Preparation and adoption of Comprehensive Plan amendments and Development Regulations, along with associated studies and planning, for Northern State by the City, coordinated with the Parties, with the City acting as

lead agency for SEPA and the Port preparing Planned Action SEPA documentation.

xvii. Planning by the Administrator and Janicki BioEnergy, in cooperation with the County and the City, for required site and off-site transportation infrastructure to support the Janicki BioEnergy facilities and facilities for other appropriate users and the long-term use goals of the Parties.

xviii. Planning by the Port and Janicki BioEnergy of site development for manufacturing and assembly facilities and tenant improvements for other facilities.

xix. Development of master plans, annexation, permitting documents and supporting materials will be completed through the Department of Commerce grant. The funds will be issued from the Department of Commerce to Skagit County and then these funds will pass through to the Port for use and administration of the Administrator's roles and responsibilities pursuant to the terms of this agreement and the Commerce grant Agreement and any subsequent Agreement between the County and the Port.

- b. **Engagement of Consultants.** Engage consultants from time to time as deemed necessary or appropriate by the Administrator to assist in evaluating Northern State as well as various models, strategies and joint actions considered by the Administrator within the budget contained in Exhibit A.
- c. **Opportunities for Ownership, Use, Management, Recreation, Job Creation and Development.** Cooperate now and in the future regarding opportunities for local ownership of Northern State and cooperative arrangements with respect to its use, maintenance, development and creation of jobs and other benefits to serve the people and communities and to realize cost savings and local control of Northern State.
- d. **Long-Term Administrative Oversight.** The Parties will cooperatively consider and facilitate the appropriate method and funding for the long-term management and administration of Northern State.

7. **Term and Termination.** This Agreement takes effect upon execution of this Agreement by the Parties and continues through December 31, 2016, 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.

8. **Powers.** The Administrator, shall have the following powers in carrying out the purposes of this Agreement:

INTERLOCAL AGREEMENT RE NORTHERN STATE FACILITIES  
PORT OF SKAGIT COUNTY  
SKAGIT COUNTY  
CITY OF SEDRO-WOLLEY

- a. To make and enter into contracts and agreements within the scope of its authority as Administrator within the budget detailed in Exhibit A;
- b. To retain and terminate agents and independent contractors as they deem to be necessary within the budget detailed in Exhibit A; and
- c. To have and exercise all other powers necessary to carry out the purposes of this Agreement subject to any restrictions imposed by RCW Chapter 39.34.

9. **Scope of Authority.** No partnership and/or joint venture exists between the Parties, and no partnership and/or joint venture is created by and between the Parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the Parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other Parties. No Party has any independent authority to direct the management of the other Parties' activities under this Agreement except as may be necessary or required under the terms and conditions of the Commerce Grant, or unless authorized in writing by the other Parties. No Party has any authority to bind or to act for or to assume any obligations or responsibilities on behalf of the other Parties.

10. **Property.** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement. Except for the Port's anticipated lease(s) with, and/or transfer from, the State of the State Property, the Parties will not acquire personal or real property pursuant to this Agreement. Any funds required to carry out the purposes of this Agreement will, by agreement of the Parties, be held in the name of one or more of the Parties for payment as approved by the Parties. Upon termination of this Agreement, the Administrator will distribute among the Parties any funds held pursuant to this Agreement in such proportions as agreed to by the Parties.

11. **Budget; Funding.** The Administrator will establish a budget for the activities necessary to carry out Phase I of this Agreement. A cost sharing/time schedule for Phase I is attached as **Exhibit A**. Any costs incurred by the Administrator 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.

12. **Indemnification.** Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions of those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other Parties harmless from to the extent of such liability. It is further provided that no liability shall attach to any party by reason of entering into this Agreement except as expressly provided herein. Additionally, the Port shall defend, protect, and hold harmless the County, its elected officers, agents, and employees from and against all claims and suits relating to its actions or omissions related or arising from the Commerce Grant Agreement, to the extent of its fault.

13. **No Separate Legal Entity.** The Parties are not creating a separate legal entity or agency by this Agreement.

14. **Notices.** Any and all notices or communications required or permitted to be given under any of the provisions of this Agreement must be in writing and will be deemed to have been given upon receipt when personally delivered; the next day when sent by overnight courier; or when made via United States mail, three (3) days after deposit in the United States mail if sent by first class, certified or registered mail, return receipt requested. All notices must be addressed to the Parties at the addresses set forth below or at such other address specified by notice by one Party to the other Parties.

If to the Port of Skagit County:

Port of Skagit County  
15400 Airport Drive  
Burlington, Washington 98233  
Attn: Executive Director

If to Skagit County:

Skagit County  
1800 Continental Place, Suite 100  
Mount Vernon, WA 98273  
Attn: County Administrator

If to the City of Sedro-Woolley:

City of Sedro-Woolley  
Sedro-Woolley City Hall  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Attn: City Supervisor and City Attorney

15. **Amendment/Entire Agreement/Modification.** This Agreement replaces and supersedes in its entirety the Initial Agreement and represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions with respect to the subject matter of this Agreement. This Agreement may be supplemented by additional agreements executed by the Parties, or may be amended or modified by written agreement signed by the Parties hereto. Such amendments may be for the purposes of, among other things, adding or deleting parties to this Agreement or expanding the responsibilities of the Administrator.

16. **Applicable Law.** This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington. Any

dispute or proceeding arising out of this Agreement shall be filed in the Superior Court of the State of Washington for Skagit County.

17. **Attorneys' Fees.** The prevailing Party in any dispute, whether or not suit is brought, or in any action to interpret, collect or enforce this Agreement, is entitled to its reasonable attorneys' fees and costs not to exceed seventy-five thousand & no/100 dollars (\$75,000.00), in addition to any other remedies, which will be paid by the non-prevailing Party promptly on demand. "Attorneys' fees" as used in this Section includes services rendered at both the trial and appellate levels as well as services rendered subsequent to judgment in obtaining execution thereon.

18. **Assignment.** This Agreement is personal to the Parties. No Party to this Agreement may assign its rights or obligations hereunder.

19. **Authorization.** Each Party represents and warrants to the others that it is duly authorized to enter into and to carry out the terms of this Agreement.

20. **Independent Review.** This Agreement has been reviewed by legal counsel for all Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document shall apply to the interpretation or enforcement of this Agreement.

21. **Severability.** In the case any term of this Agreement is held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will in any way be affected thereby.

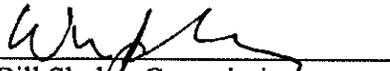
22. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together constitute one and the same instrument.

23. **Recording/Web Site Notice.** Each Party will post this Agreement on its web site or will, at its own expense, record this Agreement with the Skagit County Auditor as required by RCW 39.34.040.

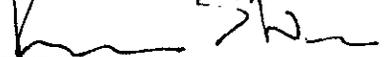
24. **No Third Party Beneficiaries.** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the State Property, or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any Party.

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

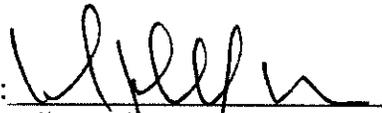
**PORT OF SKAGIT**

  
Bill Shuler, Commissioner

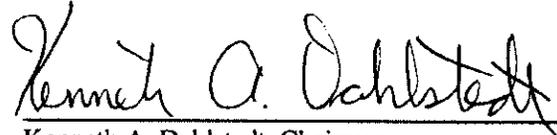
  
Steve Omdal, Commissioner

  
Kevin Ware, Commissioner

**CITY OF SEDRO-WOOLLEY**

By:   
Mike Anderson, Mayor

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

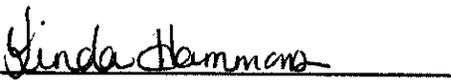
  
Kenneth A. Dahlstedt, Chairman

  
Ron Wesen, Commissioner

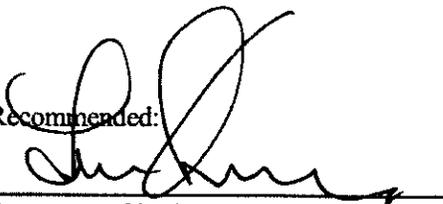
**RECUSED**

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

Attest:

  
Linda Hammans  
Clerk of the Board

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

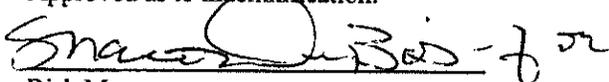
Recommended:   
\_\_\_\_\_  
Department Head

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

Approved as to form:

  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

  
Risk Manager

Approved as to budget:

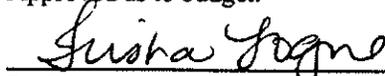
  
Budget & Finance Director



EXHIBIT "B"

File: X:\0624\_04 Part of Skagit01.mxd\ASU Des Degeuse Sketch\Propos\Whiting\560 Parcels\Sketch\B Download\Bureau\PSN.mxd



Approved By: M. Stritge Print Date: 02/24/2015

Produced By: J. Miller Project: 0624\_04\_02

Source: Aerial photography obtained from ESRI ArcGIS  
 Online; city boundary, parcels, and roads from Skagit County

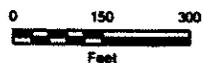


This plan or map is prepared by the engineer or architect and is not to be construed as a warranty, representation, or guarantee of any kind. The engineer or architect assumes no responsibility for the accuracy or completeness of the information provided. The user of this plan or map is advised to verify the information provided and to consult with the engineer or architect for any questions or concerns.

- Legend**
-  Buildings To Be Removed In Long Term
  -  Site Parcels
  -  City Limits
  -  Parcel Boundaries

**Aerial Photo of Northern State Hospital Site, Buildings To Be Removed In Long-Term**

Northern State Hospital Property  
 Sedro-Woolley, Washington



**USEPA Brownfields Site Specific Cleanup Grant Application FY 19**

WA Dept of Ecology Remedial Action Grant



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**IAA No. C1500136**

**INTERAGENCY AGREEMENT (IAA)**

**BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

**AND**

**PORT OF SKAGIT**

**THIS INTERAGENCY AGREEMENT** is made and entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY," and the PORT OF SKAGIT hereinafter referred to as the "PORT," pursuant to the authority granted by Chapter 39.34 RCW.

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide funding to the Port to:

- Prepare a preliminary draft Remedial Investigation and Feasibility Study report for the Northern State site, located near Sedro Woolley, Skagit County.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1) STATEMENT OF WORK**

The Port shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendices A and B, attached hereto and incorporated herein.

**2) PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this IAA shall commence on **April 20, 2015**, or date of final signature, whichever comes later, and be completed by **June 30, 2015**, unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

**3) COMPENSATION**

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130, and in accordance with Governor's Executive Order 10-07 and RCW 39.26.180(3). This is a performance-based contract, in which payment is based on the successful completion of expected deliverables. The parties have determined that the cost of accomplishing the work herein will not exceed **\$150,000**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the terms set forth in

State of Washington, Department of Ecology  
IAA No. C1500136

accordance with the tasks listed in Appendix A, Statement of Work and Budget, which is attached hereto and incorporated herein. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

#### 4) BILLING PROCEDURE

The Port shall submit state form, Invoice Voucher A19-1A for payment requests. Payment will be made within thirty (30) days of a properly completed invoice, form A19-1A, with supportive documentation. Each invoice shall reference this Agreement (IAA) number and clearly identify the items related to performance under this Agreement. All expenses invoiced shall be supported with copies of invoices paid. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Invoices are to be sent to:

State of Washington Department of Ecology Attn: Katherine Scott P.O. Box 47600 Olympia, WA 98504-7600
---

Invoices may be submitted on a quarterly basis or at the completion of the work.

Payment for approved and completed work will be issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must be registered as a state-wide vendor. To register submit a state-wide vendor registration form and an IRS W-9 form at website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).

#### 5) ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### 6) SUBCONTRACTORS

The Port agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance.

Prior to performance, the Port shall identify subcontractor(s) who will perform services in fulfillment of Agreement requirements, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract.

#### 7) ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

#### **8) DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

#### **9) FUNDING AVAILABILITY**

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

#### **10) GOVERNING LAW AND VENUE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### **11) INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### **12) ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed written amendments to this Agreement.
- c. This Agreement.
- d. Statement of Work and Budget.
- e. Any other provisions of this Agreement, including materials incorporated by reference.

#### **13) RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any

persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

#### **14) RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the State of Washington. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

#### **15) SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

#### **16) TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### **17) TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

#### **18) WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**19) AGREEMENT MANAGEMENT**

The representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The ECOLOGY Representative is:	The Port Representative is:
Name: Mark Adams Address: 3190 160 <sup>th</sup> Avenue SE Bellevue, WA 98008-5452  Phone: 425-649-7107 Email: mada461@ecy.wa.gov Fax: 425-649-7161	Name: Heather Haslip Address: Port of Skagit 15400 Airport Drive Burlington, WA 98233  Phone: 360-757-0011 Email: heather@portofskagit.com Fax: 360-757-0014

**20) ALL WRITINGS CONTAINED HEREIN**

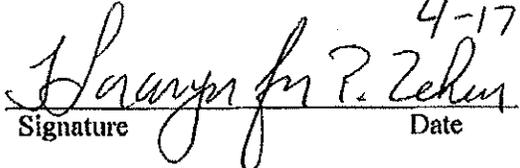
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

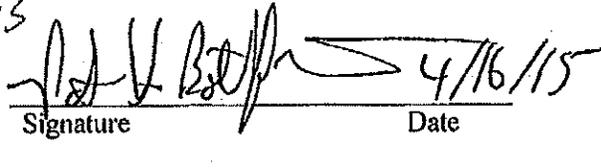
The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington  
Department of Ecology

Port of Skagit

  
Signature \_\_\_\_\_ Date 4-17-15

  
Signature \_\_\_\_\_ Date 4/16/15

\_\_\_\_\_  
Polly Zehn

\_\_\_\_\_  
Patricia Botsford-Martin

Deputy Director

Executive Director

Approved as to form:  
Attorney General's Office

## APPENDIX A STATEMENT OF WORK

### Northern State Property, Sedro-Woolley, Washington: Remedial Investigation and Feasibility Study (RI/FS)

The Port of Skagit (Port) will conduct an RI/FS for the Northern State property near Sedro-Woolley, Washington (the Property). In 2014, the Port's consultant, Maul Foster Alongi, conducted a focused site assessment at the Property, during which contamination was identified in the soil and groundwater related to historical operations at the Property. Additional characterization of confirmed impacts, through the completion of a preliminary draft RI/FS, is necessary to support decisions being made regarding redevelopment of the Property. RI/FS work conducted under this scope will comply with the Washington State Model Toxics Control Act (MTCA) and its administrative rules.

### BACKGROUND AND OVERVIEW

The Northern State property owned by Washington State, and managed by the Department of Enterprise Services (DES), has been the subject of a multi-year redevelopment study lead by the Port, and funded in part by Ecology. As noted above, site assessment work completed as part of the redevelopment study found various areas of contamination at the Property, the extent and severity of which are not known. It was generally considered that additional contaminant characterization work would take place at some unspecified time in the future, after the redevelopment plan had been completed and a specific land use proposal(s) was in hand.

This longer-term timeframe for site remediation and facility development was recently shortened dramatically. A local Sedro-Woolley firm, the Janicki Corporation (Janicki), has indicated their interest in a specific development proposal for a portion of the Property. Their proposal envisions a world-class environmental research and development facility, starting first with the development and production engineering of sanitary waste treatment machinery. They are also seeking the kind of campus-like setting provided by the Property to accommodate long and short term visitors onsite.

The timeframe for land use and lease/buy decisions on the part of the Port, its' local government partners (Skagit County, City of Sedro Woolley, Upper Skagit Tribe), Janicki, and DES is now measured in months rather than years. Various efforts are underway in the Washington state legislature and by the Sedro Woolley city council to provide for flexibility in leasing or buying arrangements, and the Port has been actively considering acquiring control of the Property through a long-term lease.

An important part of this decision-making process is the extent and magnitude of Property contamination, and the degree of disruption and total cost of any cleanup that might be necessary. Both the agencies and Janicki also need to have a more specific understanding of baseline conditions in order to clarify existing conditions versus those that might develop in the future. The overall purpose of the work scoped in this Interagency Agreement is to facilitate this decision-making process.

The current funding under the Interagency Agreement (IAA) terminates at the end of the State biennium on June 30, 2015. The work on this IAA must therefore be completed as quickly as possible to provide usable results by that date. A somewhat unusual RI/FS process will therefore be adopted, as follows:

- There will only be one document deliverable at the end, the draft RI/FS, and that draft will only be developed to a level sufficient to provide input to the decision makers. It is understood that additional work will eventually be necessary to complete the RI/FS such that it meets all MTCA and Ecology requirements.
- The standard process of working with Ecology through the submittal and eventual approval of documents will not be followed. Instead, the Ecology project manager will work closely with the Port consultant team directly as the project proceeds, providing input on all phases of the work including scope of work, investigation findings, cleanup alternative evaluations, and documentation approach. Ecology decisions will be made verbally or by email, with the focus on obtaining sufficient information by June 30, 2015 to provide meaningful input to the decision makers.

## **SCOPE OF WORK**

### **Task 1—Remedial Investigation**

The objective of this task is to further characterize and delineate the vertical and horizontal extents of known and/or suspected areas of soil and groundwater contamination. Additional soil and groundwater samples will be collected and analyzed to address data gaps identified during the previous assessment work. Completion of an RI will greatly reduce uncertainty regarding potential environmental conditions and provide the information needed to develop remedial alternatives, if needed.

#### **Subtask 1.1—Develop Remedial Investigation Scope of Work**

A scope of work will be prepared for additional investigation to address data gaps and areas of confirmed contamination requiring additional characterization. The work plan will identify sampling locations and field and laboratory analytical methods that will be used.

**Deliverable:** Sufficient figures, tables, and text to show where and what types of investigations/chemical analyses will take place. Standard operating procedure documents typically available at most consulting firms will be used to identify field methods and health and safety protocols.

#### **Subtask 1.2—Conduct Field Investigation**

Soil and groundwater sampling will be conducted on the Property in order to further characterize and delineate the extent of confirmed and/or suspected contamination and aid in the development of cleanup levels that are protective of likely human and ecological receptors. Sample locations and specific contaminants analyzed will be determined by the Ecology-approved RI work plan.

**Deliverable:** Notification from the Port that the field investigation has been completed.

Subtask 1.3—Prepare Remedial Investigation Report

The data collected during the field investigation will be compiled and analyzed, and a report will be prepared summarizing the nature and extent of contamination. The report will identify specifically those areas/media that exceed cleanup levels, and therefore subject to remediation.

**Deliverable:** Preparation of a draft RI report (combined with the draft FS report).

**Task 2—Feasibility Study**

The FS is the next step in the cleanup process after the RI. The FS will include potential options for cleanup of contamination at the Property and a preferred remedial alternative. Remedial alternatives will be designed to support the future use of the Property and opportunities for cost savings and efficiencies between cleanup and redevelopment will be identified. This study will provide preliminary cleanup cost estimates.

**Deliverable:** Preparation of a draft FS report (combined with the draft RI report).

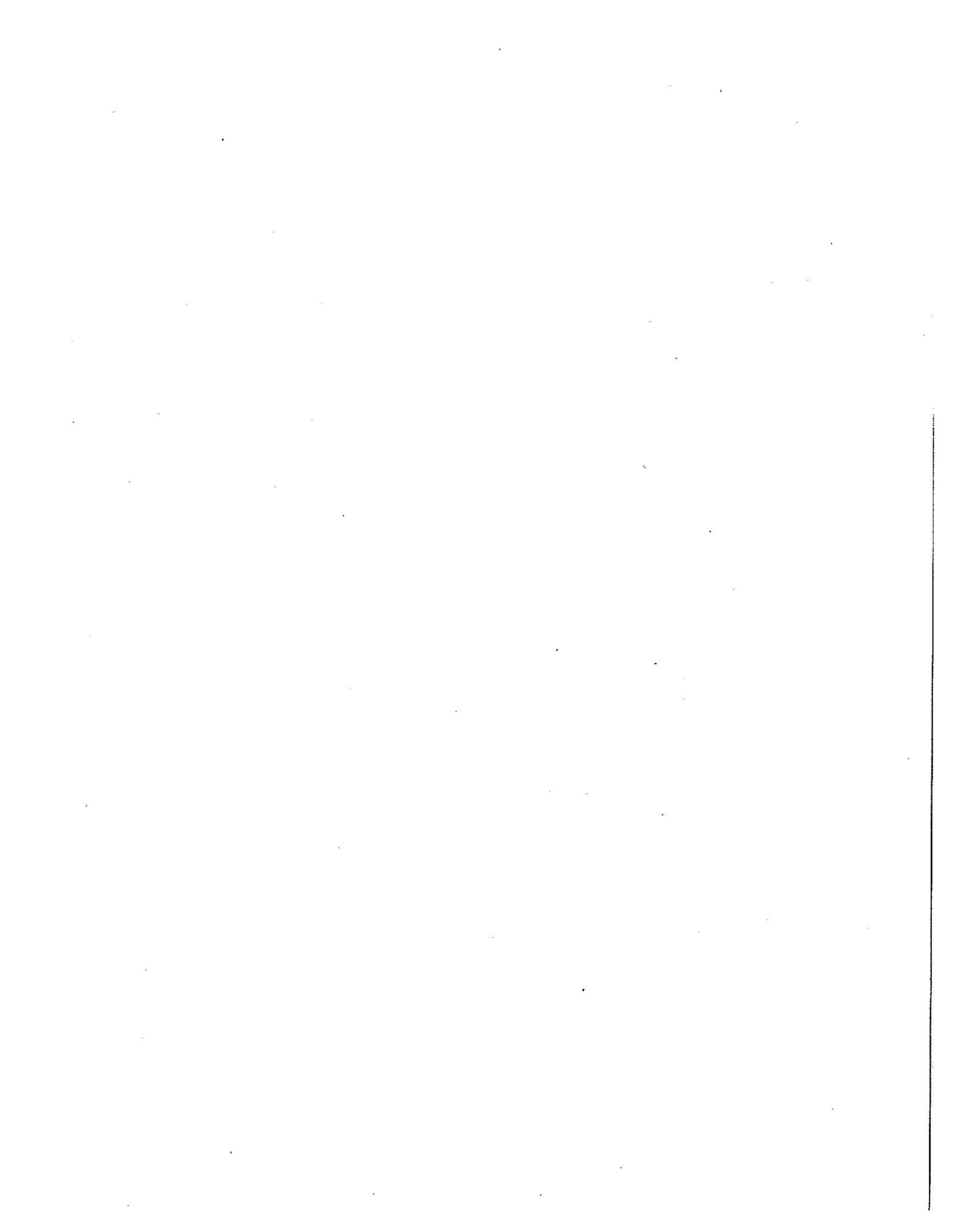
**BUDGET**

The total project cost is \$150,000. These funds may be used by the Port and/or its subcontractors, at Port discretion, for managing and completing the scope of work described herein.

**APPENDIX B  
SPECIAL TERMS AND CONDITIONS**

1. ENVIRONMENTAL STANDARDS

- a) The Port must provide environmental monitoring data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) The Port is required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>.



## USEPA Brownfields Site Specific Cleanup Grant Application FY 19

### Access Road Improvements

- Port, City, County Interlocal Agreement
- Skagit County Economic Development Grant
- WA TIB Grant

**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 19 day of January 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).

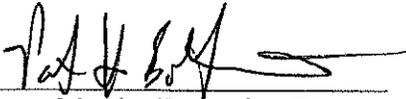
3. **Term and Termination.** This Agreement takes effect upon execution of this Agreement by the Parties and continues through December 31, 2021, unless sooner terminated pursuant to the terms herein. Thereafter, this Agreement will automatically extend for additional terms of one (1) year each, unless 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).

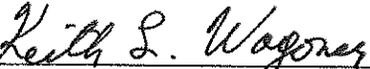
5. **Schedule.** The Parties have established a schedule for the work identified in this Agreement which schedule is attached as Exhibit A, attached hereto and incorporated by reference.

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

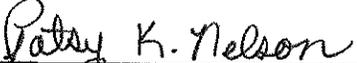
PORT OF SKAGIT

  
Patsy Martin, Executive Director

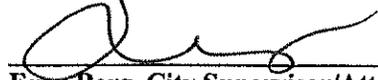
CITY OF SEDRO-WOOLLEY

By:   
Keith Wagoner, Mayor

ATTEST

  
Patsy Nelson, Finance Director

APPROVED AS TO FORM:



Eron Berg, City Supervisor/Attorney

Dated this 19 day of January 2016.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

**RECUSED**

\_\_\_\_\_  
Lisa Janicki, Chairman

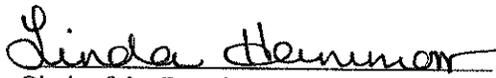


\_\_\_\_\_  
Ron Wesen, Commissioner

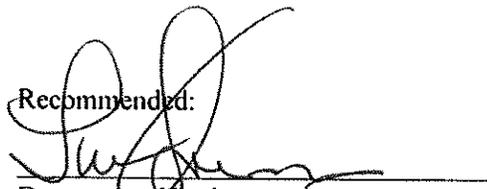


\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

Attest:

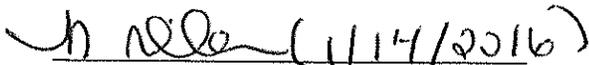
  
\_\_\_\_\_  
Linda Hammon  
Clerk of the Board

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

Recommended:  
  
\_\_\_\_\_  
Department Head

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

Approved as to form:

  
\_\_\_\_\_  
(1/14/2016)  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

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

Approved as to budget:

  
\_\_\_\_\_  
Budget & Finance Director

**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

**RESOLUTION NO.**

**AWARDING GRANT FUNDING FOR  
ECONOMIC DEVELOPMENT / PUBLIC FACILITIES PROJECTS**

**WHEREAS** on May 4, 1998, the Board of Skagit County Commissioners adopted Ordinance 16979 authorizing a .04% sales tax rebate from Washington State for public facility financing pursuant to Chapter 366, Laws of 1997; and

**WHEREAS** on May 18, 1998, the Board of Skagit County Commissioners adopted Resolution 16991, establishing the Distressed Counties Public Facilities Fund #342 to account for the sales tax revenue returned by Washington State and the expenditures thereof; and

**WHEREAS** on May 3, 1999, the Board of Skagit County Commissioners adopted Resolution 17426, establishing an Advisory Committee and a process for receiving and evaluating public facility proposals; and

**WHEREAS** on June 21, 1999, the Board of Skagit County Commissioners adopted Ordinance 17478 authorizing an additional .04% sales tax rebate from Washington State for public facility financing pursuant to Chapter 311, Laws of 1999; and

**WHEREAS** on April 12, 2000, the Board of Skagit County Commissioners adopted Resolution 17837, issuing bonds of \$8,000,000 to finance public facility projects within Skagit County with the principal and interest to be repaid from the sales tax collected; and

**WHEREAS** on June 25, 2007, the Board of Skagit County Commissioners adopted Ordinance O20070006, authorizing an additional .01% sales tax rebate from Washington State for Public facility financing pursuant to Chapter 478, Laws of 2007; and

**WHEREAS** on May 1, 2007, the Washington State Legislature passed House Bill 1543 which allows public facility moneys to be used to pay for personnel in economic development offices; and

**WHEREAS** the Advisory Committee met on July 7, 2016 to evaluate and discuss project submittals and recommend ten public facility projects and funding for personnel at the Economic Development Association of Skagit County (EDASC); and

**WHEREAS** the Advisory Committee further recommends that if those entities awarded funds for fiber projects choose to delay acceptance of their award until after the county-wide strategic fiber plan is completed they would be eligible for 100% funding of their originally submitted request in a spring 2017 funding round as long as their project is concurrent with the plan; and

**WHEREAS** it is undetermined whether the project for the Town of La Conner is eligible to receive funds from this source and the Board of County Commissioners does not wish to delay the award to other projects while the research is completed; and

WHEREAS the Board of County Commissioners reviewed and revised the recommendations from the Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED that the following funding be awarded from the Rural Distressed County sales tax authorized by the State of Washington and Skagit County Ordinances and Resolutions:

- \*City of Anacortes – Fiber Optics - \$295,833
- \*City of Burlington – Fiber Optics - \$295,833
- City of Mount Vernon – Fiber Optics - \$50,000
- PUD #1 of Skagit County – Fiber Optics - \$110,000
- \*Port of Skagit County – Fiber Optics - \$182,500
- Skagit County/City of Burlington – Lafayette Rd Improvements - \$100,000
- Port of Skagit County – Bread and Food Lab - \$300,000
- City of Mount Vernon – College Way Widening - \$215,834
- Town of Concrete – First St Water Line Extension - \$350,000
- City of Sedro-Woolley/Port of Skagit County/Skagit County – Fruitdale Rd Improvements - \$400,000
- EDASC – Operations (Staffing) - \$200,000

All agencies awarded grant funds shall enter into an agreement with Skagit County further outlining the structure of the award. Grant funds will be disbursed on a reimbursement basis as the projects are constructed.

BE IT FURTHER RESOLVED THAT the Board of County Commissioners will conduct a round of funding in the spring of 2017 and award the 3 \*fiber projects above, as well as the Town of La Conner fiber project if eligible, 100% of their originally submitted funding request as long as they are concurrent with the county-wide strategic fiber plan.

IN TESTIMONY WHEREOF, WE HEREUNTO SET OUR HANDS AND THE OFFICIAL SEAL OF OUR OFFICE THIS 18th day of July, 2016.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON



Lisa Janicki, Chair



Ron Wesen, Commissioner

OPPOSED

Kenneth A. Dahlstedt, Commissioner



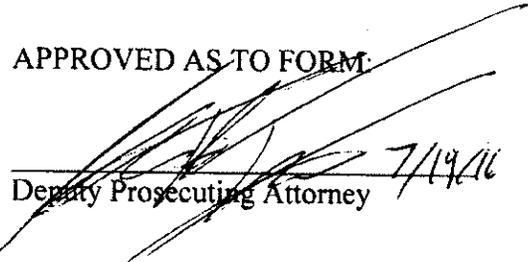
ATTEST:

  
Clerk of the Board

RECOMMENDED:

  
Department Head

APPROVED AS TO FORM:

  
Deputy Prosecuting Attorney 7/19/16



Transportation Improvement Board  
**Performance Management Dashboard**

At A Glance  
 Planning ▾  
 Projects ▾  
 Financial ▾

Performance ▾

**A** Projects — TIB Funding Cycles

# FY 2019 UAP Selections

[Back to FY 2019 UAP Project Selections](#)

**City of Sedro Woolley**  
**Fruitdale Road**  
 McGarigle Rd to North City Limits

TIB Award Amount  
**\$1,783,723**

Region: Northwest | Legislative District: 39 | Length: FY 2019 Urban Arterial Program  
 0.68 mi. (UAP)

[Project Map](#)  
 [Project Picture](#)  
 **Funding**  
 [Description](#)

## Project Funding

	TIB Funds	Local Funds	Tot
Design	0	306,000	
Right of Way	0	5,044	
Construction	1,783,723	455,000	
<b>Project Totals</b>	<b>\$1,783,723</b>	<b>\$766,044</b>	

## Local Match

TIB Participation	Local Match	Minimum Local Ma
<b>70.0%</b>	<b>30.0%</b>	<b>10%</b>

**USEPA Brownfields Site Specific Cleanup Grant Application FY 19**

WA Pollution Liability Insurance Agency Funding



State of Washington  
POLLUTION LIABILITY INSURANCE AGENCY  
300 Desmond Drive SE • PO Box 40930 • Olympia, Washington 98504-0930  
(360) 407-0520 • (800) 822-3905 • FAX (360) 407-0509  
[www.plia.wa.gov](http://www.plia.wa.gov)

May 19, 2017

Heather Rogerson  
Port of Skagit  
15400 Airport Drive  
Burlington, Washington 98233

SUBJECT: PLIA Loan & Grant Preliminary Planning Assessment

Dear Heather Rogerson:

I am pleased to tell you that we have selected your site to undergo a Preliminary Planning Assessment (PPA), paid by the Pollution Liability Insurance Agency (PLIA). The PPA will allow us to gather additional information to help us determine if you will qualify to receive a loan or grant.

PLIA has selected SoundEarth Strategies to perform your PPA. A representative from SoundEarth Strategies will contact you in the coming weeks to schedule an intake meeting at our office located at 300 Desmond Drive SE, Lacey, WA or by phone. We will discuss what additional information we need and how your selected consultant will gather that information as part of the PPA. This may include property appraisal, taking samples, or reviewing existing cleanup documents.

PLIA will pay no more than \$150,000 to perform the PPA. Because we have selected to do a PPA at your site, it does not guarantee that you will qualify to receive a loan or grant. We cannot make a decision to award a loan or grant until after completing a PPA.

Please contact Kayley Moen at [kayley.moen@plia.wa.gov](mailto:kayley.moen@plia.wa.gov) or (360) 407-0518 if you have any questions regarding the intake meeting. Otherwise, we look forward to seeing you at your scheduled intake meeting.

Sincerely,

A handwritten signature in cursive script that reads "Kayley Moen".

For Carrie Pederson  
Agency Planner

**POLLUTION LIABILITY INSURANCE AGENCY  
GRANT AGREEMENT No. 001**

This is a binding Agreement entered into by and between the State of Washington, Pollution Liability Insurance Agency, hereinafter referred to as "PLIA," and the Port of Skagit, hereinafter referred to as the "RECIPIENT".

**GENERAL INFORMATION**

*Grant Purpose:* The outcome of this Agreement is to fund remedial action work at the Former Northern State Hospital Site, which is currently known to be contained within the Former Northern State Hospital Property, located at 2070 Northern State Road, Sedro Woolley, Washington. The remedial action will address past releases from an underground storage tank facility.

Project Title: Former Northern State Hospital Site Cleanup

PLIA Grant: \$224,400.00

Project Type: PLIA-Led Grant Project

Funding will be provided as a PLIA-Led Grant under PLIA's Revolving Underground Storage Tank Loan and Grant Program. PLIA will take lead on conducting remedial action work at the Site as detailed in the Project Scope of Work (Exhibit B). The cost of that work will be paid for using PLIA grant funds. RECIPIENT agrees to cooperate with PLIA regarding remedial actions performed at the Site by PLIA or any PLIA authorized representative.

*Project Short Description:* Remedial action is needed at the Former Northern State Hospital Site, currently known to be located at 2070 Northern State Road (formerly 7688 Northern State Road), Sedro-Woolley, Washington to address the impact of releases of petroleum hydrocarbons into the soil and groundwater from a 1,000 gallon gasoline underground storage tank (UST).

*Project Long Description:* This Site is defined by where the release of gasoline-range petroleum hydrocarbons (TPH-g/GRPH) and associated benzene, toluene, ethylbenzene, and total xylenes (BTEX) contamination from the former UST south of the Maintenance Building has come to be located. Concentrations of oil-range petroleum hydrocarbons (TPH-o/ORPH), which have been detected above the Model Toxics Control Act (MTCA) Method A cleanup level in this area, are associated with asphalt debris, per chromatogram analysis.

MTCA Model Remedies are applicable for routine petroleum cleanup projects on sites with no impacts to surface water, sediments, or water supply wells, and sites where soil and groundwater impacts do not exceed the source property boundary. Based on the 2017 conceptual site model completed by PLIA's Contractor, the Former Northern State Hospital

Site qualifies for MTCA Model Remedy #1. PLIA retains the option to use MTCA Model Remedy #2, as needed, if contamination requiring remedial action has come to be located under building(s).

**Groundwater Model Remedy #1:** Excavate all soil exceeding the MTCA Method A cleanup levels from the Former Northern State Hospital Site. Groundwater at the Site has been impacted by leaching of contamination from the soil into the groundwater. Therefore, removal of contaminated soil will address the impact of the contamination on groundwater. It is anticipated that at the conclusion of the remedial action, the Site will meet cleanup levels at the points of compliance for both soil/vapor and groundwater, qualifying for a No Further Action determination under the MTCA (Chapter 70.105D RCW and Chapter 173-340 WAC).

*Overall Goal:* The purpose of this Grant Agreement is for the Former Northern State Hospital Site to meet the MTCA regulatory requirements and qualify for a No Further Action determination issued by PLIA's Petroleum Technical Assistance Program.

#### CONTACT INFORMATION

Any party may change its Project Manager by notice to the other party. Any party may identify on an as needed basis an alternate Project Manager to serve during the stated temporary absence of its primary Project Manager. Notices between the parties regarding Grant Agreement performance must be provided by written communication to the other party's Project Manager. Written communication includes email but not voice mail. Notices are presumed received by the other party's Project Manager upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

#### *Recipient Information*

Organization Name: Port of Skagit

Federal Tax ID: 91-0784860  
Mailing Address: 15400 Airport Drive  
Burlington, WA 98233

Physical Address: 15400 Airport Drive  
Burlington, WA 98233

Organization Contact: Sarah Hastings  
Organization Email: sarahh@portofskagit.com  
Organization Fax: (360) 757-0014

#### *Recipient Contacts*

<b>Project Manager</b>	Sara Young Director of Planning and Facilities
------------------------	---

	15400 Airport Drive Burlington, WA 98233 Email: sara@portofskagit.com Phone: 360-757-0011
<b>Authorized Signatory</b>	Patricia H. Botsford-Martin Executive Director 15400 Airport Drive Burlington, WA 98233 Email: patsym@portofskagit.com Phone: 360-757-0011

*PLIA Information*

Mailing Address:  
Pollution Liability Insurance Agency  
PO Box 47600  
Olympia, WA 98504-7600

Physical Address:  
Pollution Liability Insurance Agency  
300 Desmond Drive SE  
Lacey, WA 98503

*PLIA Contacts*

<b>Project Manager</b>	Carrie Pederson Agency Planner Email: carrie.pederson@plia.wa.gov Phone: (360) 407-0519
<b>Financial Manager</b>	Karen Barrett Financial Manager Email: karen.barrett@plia.wa.gov Phone: (360) 407-0517
<b>Technical Advisor</b>	Nnamdi Madakor Technical Programs Manager Email: nnamdi.madakor@plia.wa.gov Phone: (360) 407-0516

EFFECTIVE DATE

This Agreement is effective on the date signed by PLIA.

GRANT MANAGEMENT

The Project Manager identified for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Grant.

## PAYMENT OF GRANT FUNDS

PLIA shall provide for payment of an amount not to exceed \$224,400.00 for the costs necessary for or incidental to the performance of the work set forth in the Project Scope of Work (Exhibit B). Payment shall be for eligible project expenditures up to the maximum payable under this Grant. Eligible project expenditures are detailed in the Pollution Liability Insurance Agency, *Revolving Loan and Grant Program Guidance*, Publication No. 02-2016-04 (Rev. 08/2017).

This Agreement is for a PLIA-Led Grant. As such, the work detailed in the Project Scope of Work (Exhibit B) will be conducted by PLIA or a PLIA contractor. The funds for that work will be provided by this Grant.

## AUTHORIZING SIGNATURES

This Agreement contains the entire understanding of the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein. The Agreement includes, and incorporates by reference, the Grant Terms and Conditions (Exhibit A) and Project Scope of Work (Exhibit B).

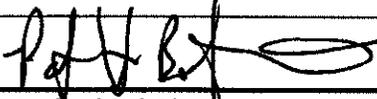
RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Grant Terms and Conditions (Exhibit A), Project Scope of Work (Exhibit B), Supplemental Access Provisions (Exhibit C) and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and PLIA and made a part of this Agreement.

In the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all exhibits, do agree in each and every particular and have thus set their hands hereunto.

PORT OF SKAGIT (RECIPIENT)	POLLUTION LIABILITY INSURANCE AGENCY (PLIA)
	
Authorized Signature	Authorized Signature
Print Name: Patricia H. Botsford-Martin	Print Name
Title: Executive Director	Title
Date: 7/30/18	Date

**EXHIBIT A**

**GENERAL TERMS AND CONDITIONS FOR PLIA-LED GRANT**

**1. INTRODUCTION**

The RECIPIENT must comply with the applicable general terms and conditions outlined below as a requirement of the grant award. Failure to comply with the general terms and conditions outlined below may result in termination of the Agreement.

**2. ADVISORY STATEMENT**

In accordance with RCW 70.149.040(9)(a), any opinion provided by PLIA under this Agreement regarding meeting the administrative and technical requirements of the Model Toxics Control Act (MTCA) (RCW 70.105D) are advisory only and not binding upon either PLIA or the Washington State Department of Ecology. PLIA, the state, and officers and employees of the state are immune from all liability. Furthermore, no cause of action of any nature may arise from any act or omission in providing, or failing to provide, informal advice and assistance under this Agreement.

**3. AMENDMENTS AND MODIFICATIONS**

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. PLIA and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

**4. ARCHAEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT shall inform PLIA of any known or likely archeological, cultural or historic resources at the Property. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

**5. ACCESS**

PLIA or any PLIA authorized representative(s) and/or its contractor(s) shall have access to enter and freely move about all property at the Site that the RECIPIENT either owns, controls, or has access rights to at all reasonable times for the purposes of, inter alia: conducting work under the Agreement, inspecting records, operation logs, and contracts related to the work being performed pursuant to the Agreement; reviewing RECIPIENT'S progress in carrying out the terms of this

Agreement; conducting such tests or collecting such samples as PLIA may deem necessary; and using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Agreement. The RECIPIENT shall make all reasonable efforts to secure access rights for those properties within the Site leased to third parties and/or not owned or controlled by RECIPIENT where remedial activities or investigations will be performed pursuant to this Agreement. PLIA or any PLIA authorized representative shall give reasonable notice before entering any Site property owned or controlled by RECIPIENT unless an emergency prevents such notice. All persons who access the Site pursuant to this section shall comply with any applicable health and safety plan(s) and the terms and conditions of RECIPIENT's lease agreement with third parties. PLIA employees and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

The foregoing notwithstanding, the terms and conditions of the Agreement shall include the requirements listed in the Supplemental Access Provisions contained in Exhibit C.

## 6. COOPERATION

RECIPIENT agrees to cooperate fully with PLIA and further agrees not to interfere with remedial actions performed at the Site by PLIA or any PLIA authorized representative. This includes, but is not limited to, RECIPIENT placing a MTCA-compliant environmental (restrictive) covenant on property within the Site which RECIPIENT owns if the covenant is determined necessary by PLIA for the cleanup to meet the substantive requirements of MTCA. PLIA will make reasonable efforts so that the terms and conditions of the environmental (restrictive) covenant do not unreasonably restrict the use of the SWIFT Center by the RECIPIENT or its present or future tenants and successors. PLIA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize interference with RECIPIENT'S operations by such entry and remedial actions.

RECIPIENT shall, with respect to all property at the Site that RECIPIENT either owns, controls, or has access rights to, refrain from using its property in any manner that PLIA reasonably determines will (i) pose an unacceptable risk to human health or the environment due to exposure to hazardous substances or (ii) interfere with or adversely affect the implementation, integrity, or protectiveness of remedial actions at the Site.

## 7. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 8. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, PLIA, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 9. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. PLIA must sign the Agreement before any payment requests can be submitted.
- b) As a PLIA-Led Grant, work will be conducted by PLIA or a PLIA authorized representative and paid for using the grant funds. The work to be conducted is detailed in the attached Project Scope of Work (Exhibit B).
- c) PLIA will in no way be held responsible for payment of RECIPIENT'S salaries, legal fees, consultant's fees, or other costs related to the project described herein.
- d) The amount of the Grant will not be increased in the event of any increase to the Estimate Cost to complete the Project Scope of Work.
- e) In the event that the RECIPIENT receives any payments made to it in error or any payment which do not qualify for payment within the terms of the Grant Agreement, then RECIPIENT shall promptly repay such sums to PLIA.

## 10. COMPLIANCE WITH ALL LAWS

To the extent required based on their level of participation, RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

PLIA shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, the Agreement is considered modified to conform to that statute or rule of law.

## 11. CONFLICT OF INTEREST

RECIPIENT and PLIA agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

## 12. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement, the determination of PLIA will govern although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the PLIA of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) PLIA reviews the RECIPIENT's appeal.
- e) PLIA sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of PLIA from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of PLIA a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 13. EMERGENCY

In the event that RECIPIENT becomes aware of any action or occurrence that causes or threatens a release of hazardous substances, pollutants, or contaminants at or from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, RECIPIENT shall immediately take all appropriate action. This immediate and appropriate action shall be to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under the MTCA, or any other law, immediately notify PLIA of such release or threatened release.

## 14. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 15. INDEMNIFICATION

To the extent that the laws of the State of Washington permit, RECIPIENT agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action (i) for death or injuries to persons, or (ii) for loss or damage to property to the extent arising from or on account of acts or omissions of RECIPIENT, its officers, employees, agents, or contractors in entering into and implementing this Agreement. However, RECIPIENT shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Agreement.

## 16. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 17. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Grant Terms and Conditions (Exhibit A); (d) Project Scope of Work (Exhibit B); (e) Supplemental Access Provisions (Exhibit C); and (e) Any provisions or terms incorporated herein by reference.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

PLIA reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to PLIA for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for PLIA's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide PLIA two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or

gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses PLIA's logo shall comply with PLIA's graphic requirements and any additional requirements specified in this Agreement. Before the use of PLIA's logo contact PLIA for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by PLIA.

## 20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but PLIA retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish PLIA information; present papers, lectures, or seminars involving information supplied by PLIA; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to PLIA.

c) Presentation and Promotional Materials. PLIA shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner PLIA deems appropriate. PLIA shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Personal Property Furnished by PLIA. When PLIA provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to PLIA prior to final payment by PLIA. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then PLIA shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

e) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

f) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of PLIA. Such approval may be conditioned upon payment to PLIA of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement. All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by PLIA, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

PLIA reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to PLIA and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to PLIA, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

23. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to PLIA's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

24. SUSPENSION

When in the best interest of PLIA, PLIA may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from PLIA to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by PLIA.

25. TERMINATION

a) For Cause

PLIA may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of PLIA, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. PLIA reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of PLIA to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of PLIA, to perform any obligation required of it by this Agreement, PLIA may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to PLIA for damages sustained by PLIA and the State of Washington because of any breach of this Agreement by the RECIPIENT. PLIA may withhold payments for the purpose of setoff until such time as the exact amount of damages due PLIA from the RECIPIENT is determined.

b) For Convenience

PLIA may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of PLIA, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. PLIA's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, PLIA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. PLIA may also elect to suspend performance of the Agreement until PLIA determines the funding insufficiency is resolved. PLIA may exercise any of these options with no notification or restrictions, although PLIA will make a reasonable attempt to provide notice.

In the event of termination or suspension, PLIA will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by PLIA and the recipient/contractor. In no event shall PLIA's reimbursement exceed PLIA's total responsibility under the Agreement and any amendments.

If payments have been discontinued by PLIA due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

PLIA and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of PLIA, will become property of PLIA and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

26. TRANSFER OF PROPERTY

During the effective date of this Agreement, prior to RECIPIENT'S transfer of any interest in all or any portion of the Property, RECIPIENT shall notify PLIA of said transfer.

27. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of PLIA.

**POLLUTION LIABILITY INSURANCE AGENCY  
GRANT AGREEMENT No. 001**

**EXHIBIT B**

**PROJECT SCOPE OF WORK**

Project Management

This Agreement is for a PLIA-Led Grant. As such, the work detailed in this Project Scope of Work will be conducted by PLIA or a PLIA contractor (referred to collectively as PLIA). As detailed in the Grant Agreement, the funds for that work will be provided by this Grant.

Project Task Description

The Site will be entered into PLIA's Petroleum Technical Assistance Program (PTAP).

PLIA will conduct tasks necessary for management of the project to meet the substantive requirements of the Model Toxics Control Act (MTCA), including but not limited to, cultural resource investigation for the Site, surveying, mapping, data management, and public involvement.

PLIA will prepare a Cleanup Action Plan for the Site to implement the Washington State Department of Ecology's MTCA Model Remedy #1, consistent with the requirements of MTCA. The Cleanup Action Plan will include, but is not limited to, engineering designs and operation, maintenance, and contingency plans.

PLIA will implement the Cleanup Action Plan. Remedial actions may include, but are not limited to the following: obtaining required permits and approvals for remedial action; excavation of contaminated soils; sampling of excavation sidewalls; construction of a final cover system at the Site; sampling of soil; sampling soil vapor; install wells for groundwater monitoring; groundwater sampling; preparation of an environmental covenant; decommissioning of groundwater monitoring wells; preparation of a Closure Report.

Optional action: as appropriate, PLIA will prepare an additional Cleanup Action Plan for the Site to implement Ecology's MTCA Model Remedy #2. If determined necessary by PLIA, the agency will implement this additional Cleanup Action Plan.

**POLLUTION LIABILITY INSURANCE AGENCY  
GRANT AGREEMENT No. 001**

**EXHIBIT C**

**SUPPLEMENTAL ACCESS PROVISIONS**

1. Intent. The parties intend that, in addition to the Access requirements in Exhibit A, Grant Terms and Conditions, the following provisions will govern the parties with respect to activities conducted on RECIPIENT's real property by PLIA and/or its contractor(s). These provisions are not intended to alter the Cleanup Action Plan or implementation of work under the Project Scope of Work (Exhibit B).
2. Ownership and Contracting Authority. The parties recognize and agree that the RECIPIENT is the owner of the real property upon which the actions detailed in the Project Scope of Work will be accomplished. PLIA will be the contracting party with any and all third parties hired to carry out the activities detailed in the Project Scope of Work. PLIA will control the work of its representative(s) and contractor(s).
3. Compliance with Public Works Laws and Worksite Regulations. PLIA will undertake full responsibility for its own and its contractors' compliance with the applicable requirements in Titles 39 and 49 RCW and Chapter 60.28 RCW to the extent each, including regulations adopted pursuant thereto, may apply to the activities in the Project Scope of Work (Legal Requirements). RECIPIENT shall bear no responsibility for compliance with the Legal Requirements unless it undertakes its own activities on the site.
4. Cooperation and Support. RECIPIENT shall cooperate with, and support, PLIA's implementation of the Project Scope of Work by reasonably facilitating access and interacting with RECIPIENT's tenant(s) on RECIPIENT's property which is part of the Site.

**USEPA Brownfields Site Specific Cleanup Grant Application FY 19**

US EPA Brownfields Assessment Grant

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 01J40101 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> BF	<b>DATE OF AWARD</b> 09/26/2017
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 10/03/2017
		<b>PAYMENT METHOD:</b>	<b>ACH#</b> pend
		<b>RECIPIENT TYPE:</b> Special District	
<b>RECIPIENT:</b> Port of Skagit County 15400 Airport Drive Burlington, WA 98233-5311 EIN: 91-0784860		<b>PAYEE:</b> Port of Skagit County 15400 Airport Drive Burlington, WA 98233-5311	
<b>PROJECT MANAGER</b> Heather Rogerson 15400 Airport Drive Burlington, WA 98233-5311 E-Mail: heather@portofskagit.com Phone: 360-757-0011	<b>EPA PROJECT OFFICER</b> Deborah Burgess 300 Desmond Drive SE, Suite 102, WOO Lacey, WA 98501 E-Mail: burgess.deborah@epa.gov Phone: 360-753-9079	<b>EPA GRANT SPECIALIST</b> Andrea Bennett 1200 Sixth Avenue, Suite 900, OMP-173 Seattle, WA 98101, E-Mail: bennett.andrea@epa.gov Phone: 206-553-1789	
<b>PROJECT TITLE AND DESCRIPTION</b>  Port of Skagit - Northern State Hospital Assessment  This assistance agreement will provide funding for the Port of Skagit to assess the former Northern State Hospital by continuing with their efforts to involve the public, conduct Phase I/II assessments and based on assessment data develop an Analysis of Brownfield Cleanup Alternatives which will assist them in preparing a Cleanup Action Plan.			
<b>BUDGET PERIOD</b> 09/01/2017 - 08/31/2019	<b>PROJECT PERIOD</b> 09/01/2017 - 08/31/2019	<b>TOTAL BUDGET PERIOD COST</b> \$195,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$195,000.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 12/22/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$195,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$195,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> EPA Region 10 Mail Code: OMP-173 1200 Sixth Avenue, Suite 900 Seattle, WA 98101		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10 Office of Environmental Cleanup 1200 Sixth Avenue, Suite 900 Seattle, WA 98101	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
Digital signature applied by EPA Award Official Paula VanHaagen - Manager - Grants Unit			<b>DATE</b> 09/26/2017

## THRESHOLD CRITERIA

### **1. Applicant Eligibility**

*The Port of Skagit, Washington is the applicant and is a “general purpose unit of local government,” as defined in 40 CFR Part 31, making it eligible to receive U.S. EPA funds for brownfield planning. The Port of Skagit is a special purpose municipal corporation special purpose municipal government as established in Revised Code of Washington Title 53. Ports are established by a citizen vote and governed by an elected board of commissioners. Port districts in Washington State have a broad range of powers that are focused on economic development. Port district powers resemble county and city governmental powers including eminent domain, the power to levy taxes and special local improvement assessments, to create incidental park and recreation facilities, to cooperate with counties and cities in order to apply general police and traffic regulations to port properties and operations.*

### **2. Previously Awarded Cleanup Grants**

*The proposed site has not received funding from a previously awarded EPA Brownfields Cleanup grant.*

### **3. Site Ownership**

*The Port of Skagit has taken fee simple title to the property. The Port of Skagit assumed title on June 30, 2018.*

### **4. Basic Site Information**

- a. Name of the site  
*Former Northern State Hospital*
- b. Address of the site  
*2070 Northern State Road, Sedro-Woolley, WA 98284*
- c. Current owner of the site  
*Port of Skagit*

### **5. Status and History of Contamination at the Site**

- a. Petroleum or Hazardous Substances  
*The site is confirmed to be contaminated by both petroleum and hazardous substances. The petroleum impacts are limited and discrete from the hazardous substance impacts. **The cleanup grant will focus exclusively on hazardous substances.***
- b. Operational history and current use  
*The former Northern State Hospital historically operated as a mental health hospital with medical wards and supporting facilities including power plant, landfill, and maintenance shops. It is currently underutilized with only 60% of existing buildings occupied. Current uses include a Job Corps workforce training program, a chemical dependency treatment center, and a mental health evaluation and treatment center.*

PORT OF SKAGIT  
USEPA BROWNFIELDS SITE SPECIFIC CLEANUP GRANT FY19

c. Environmental concerns, if known

*Confirmed environmental impacts that will be addressed by the cleanup grant include: lead and arsenic in soil and chlorinated solvents in groundwater.*

d. How the site came to be contaminated, and its nature and extent (if possible)

*The former hospital functioned historically as a self-contained community with supporting facilities including a power plant, a laundry operation, and landfill areas. Additionally, the campus includes over 600,000 square feet of buildings, nearly all of which are over 80 years old and contain lead paint and asbestos. Four large historic buildings have been demolished and the anecdotal evidence indicates that materials were buried on-site.*

*The Port of Skagit has conducted environmental assessments with funding from a USEPA brownfields assessment grant and from the Washington State Department of Ecology. The assessment has identified a number of contaminants of concern in multiple areas of the property. These impacts appear to be related to historical operations.*

*The USEPA brownfield cleanup grant will focus on two primary contamination concerns:*

*Gymnasium Field: Metals in soil—Elevated concentrations of arsenic were detected in soil samples near an existing gymnasium that serves the Job Corps students. Lateral and vertical extent of contamination has been characterized. The impacted area is approximately 1 acre and exceedances extend to approximately 1 foot below ground surface.*

*Former Laundry Building: Solvents in groundwater— Chlorinated solvents, including tetrachloroethene (PCE), trichloroethene (TCE), and cis-1,2-dichloroethene, have been detected in soil, groundwater, and/or soil vapor in the northeast area of the former laundry building. No detections of PCE or TCE were identified at the upgradient or downgradient monitoring well locations; therefore, groundwater impacts appear to be localized to beneath the northeast corner of the former laundry building. These solvents were commonly used in dry cleaning operations.*

**6. Brownfields Site Definition**

a. Affirm that the site is:

1. not listed or proposed for listing on the National Priorities List;

*The site is neither listed or proposed for listing on the National Priorities List.*

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2. not subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to or entered into by parties under CERCLA;

*The site is not subject to these orders or judicial consent decrees under CERCLA.*

3. not subject to the jurisdiction, custody, or control of the U.S. government. (Note: Land held in trust by the U.S. government for an Indian tribe is eligible for brownfields funding.) Please refer to CERCLA §§ 101(39)(B)(ii), (iii), and (vii) and Appendix 1.

*The site is not subject to the jurisdiction, custody, or control of the United States government.*

### **7. Environmental Assessment Required for Cleanup Proposals**

*With funding from A USEPA Brownfields Assessment Grant, a Phase II Environmental Assessment was conducted. The Phase II Environmental Site Assessment was reviewed by USEPA staff and Washington State Department of Ecology staff. Agency comments were incorporated into a final draft report dated October 29, 2018. The Phase II Environmental Site Assessment meets the relevant requirements of the American Society for Testing and Materials (ASTM) Standard Practice.*

*The Phase II Environmental Assessment presents a robust characterization of environmental conditions of the property. It builds on previous site assessment work conducted with funding from the Washington State Department of Ecology in 2013-15.*

*A Phase I Environmental Site Assessment was conducted prior to the Port acquiring the property to support the Port maintaining status as a bona fide prospective purchaser. The Phase I Environmental Site Assessment was completed on June 20, 2018. The Port acquired the property on June 30, 2018.*

### **8. Enforcement or Other Actions**

*There are no ongoing or anticipated environmental enforcement actions related to the property from federal, state, or local government entities. The Port is in the process of voluntarily entering into an Agreed Order with the Washington State Department of Ecology for cleanup of the property. The Agreed Order provides the framework and pathway for regulatory closure when cleanup actions are completed.*

### **9. Property-Specific Determination (if needed)**

*The brownfield property does not require a property-specific determination (it is not subject to CERCLA, entered into a court order, subject to RCRA, a land disposal unit submitted to RRCA, subject to TSCA remediation, or receiving funds from the LUST fund)*

### **10. Threshold Criteria Related to CERCLA Liability**

a. Property ownership eligibility – Hazardous Substance Sites

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1. Affirm that applicant is not liable for contamination, under CERCLA  
*The Port of Skagit is not potentially liable for contamination at the property under CERCLA. The Port of Skagit meets all the requirements of a bona fide prospective purchaser.*
2. Landowner Liability Protections from CERCLA Liability—Bona Fide Prospective Purchaser Liability Protection
  - a. Information on Property Acquisition:
    - i. how you acquired ownership  
*The property was acquired by transfer from the Washington State government.*
    - ii. the date you acquired the property;  
*The Port of Skagit acquired the property on June 30, 2018.*
    - iii. the nature of your ownership  
*The Port holds fee simple ownership of the property.*
    - iv. the name and identity of the party from whom you acquired ownership (i.e., the transferor); and  
*The Port of Skagit acquired the property from the Washington State Department of Enterprise Services.*
    - v. all familial, contractual, corporate, or financial relationships or affiliations you have or had with all prior owners or operators (or other potentially responsible parties) of the property.  
*The Port entered into an Initial Development Lease with the Department of Enterprise Services for a portion of the Property in 2016; no development occurred as a result of this lease. The Port and Department of Enterprise Services executed the following to document agreements between the parties regarding planning for the transition of the Property and commitments thereafter: Shared Services and Collaborative Planning Agreement dated January 1, 2016, Memorandum of Understanding dated May 16, 2016; Agreement to Transfer Real Property dated December 30, 2016; and Interagency Agreement dated July 1, 2018.*
  - b. Pre-purchase Inquiry
    - i. The types of site assessments performed.  
*A Phase I ESA that complies with ASTM standards was prepared specifically for the Port of Skagit. The Phase I ESA was completed on June 20, 2018 (prior to the June 30, 2018 acquisition). Additionally, a Focused Site Assessment was completed in 2015 and preliminary Remedial Investigation and Feasibility Study was conducted in 2015.*

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- ii. Who performed the Phase I ESA and identify his/her qualifications to perform such work.

*The Phase I ESA was prepared by Heather Good, a licensed hydrogeologist, with over 11 years of experience in the hydrogeology and the environmental fields. She was also the lead scientist for the Focused Site Assessment and preliminary Remedial Investigation and Feasibility Study so has in-depth knowledge of environmental conditions of the property.*

- c. Timing and/or Contribution Toward Hazardous Substances Disposal.  
*All disposal of hazardous substances at the site occurred before the Port of Skagit acquired the property. The Port of Skagit had not caused or contributed to the release of hazardous substances at the site. The Port of Skagit has not arranged for the disposal of hazardous substances at the property or transported hazardous substances to the property.*

- d. Post-Acquisition Uses  
*The Port of Skagit has continued leases of buildings and grounds to several tenants that occupied the Property prior to acquisition. Collectively, these tenants occupy approximately 60% of the buildings on the Property. The Port maintains a contractual owner-tenant relationship with each of these organizations. The tenants include:*

Tenant (timeline)	Area Occupied	Uses
<b>U.S. Department of Labor— Cascade Job Corps</b> (June 30, 2018 – current)	37.5 acres of land 220,960 sq. ft. of leased building 24,639 sq. ft. of buildings owned by Department of Labor	Job training and education. Includes classrooms, workshops, dormitory for students, cafeteria, and gymnasium.
<b>Pioneer Human Services</b> (June 30, 2018 – current)	90,000 sq. ft. building	In-patient chemical dependency services.
<b>Frontier Communications</b> (June 30, 2018 – current)	Approx. 800 sq. ft.	Telecommunications switch station.
<b>Pacific Northwest Trail Association</b> (June 30, 2018 – current)	1,476 sq. ft. of building space	Office, administrative.
<b>Department of Natural Resources</b> (June 30, 2018 – current)	1,790 sq. ft. of building space	Office, administrative.
<b>North Sound Mental Health Administration</b> (June 30, 2018 – current)	8,900 sq. ft. building	Short-term evaluation and treatment services for mental health and chemical dependency.

- e. Continuing Obligations  
*The Port of Skagit has taken reasonable steps with respect to hazardous substances found at the site, including:*

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*Collaborating with Washington State's Pollution Liability Insurance Agency to conduct assessment and cleanup of residual petroleum impacts in soil and groundwater associated with an underground storage tank that was previously removed.*

*Notifying tenants of environmental concerns on the property.*

*Coordinating with tenants on their activities to prevent or limit exposure to previously released hazardous substances.*

*The Port of Skagit is committed to:*

- (i) comply with any land use restrictions and not impede the effectiveness or integrity of any institutional controls;*
- (ii) assist and cooperate with those performing the cleanup and provide access to the property;*
- (iii) comply with all information requests and administrative subpoenas that have or may be issued in connection with the property; and*
- (iv) provide all legally required notices.*

b. Property Ownership Eligibility – Petroleum Sites

*Not applicable. The facility is not being considered for Petroleum funding.*

**11. Cleanup Authority and Oversight Structure**

*The Port is in the process of entering into an Agreed Order with the Washington State Department of Ecology. The Agreed Order will memorialize the scope and schedule for remedial actions. The Department of Ecology will provide regulatory oversight to ensure that remedial actions comply with Washington State laws and regulations.*

**12. Community Notification Documentation**

The Port of Skagit provided community notice of its intent to apply for an EPA Brownfields Cleanup Grant. The Port presented the findings of the Phase II ESA and ABCA at a public meeting of the Port Commission on October 8, 2018. The Port also presented the findings of the Phase II ESA and ABCA and the draft EPA Brownfields Cleanup Grant application at a public meeting of the City Council of the City of Sedro-Woolley on January 9, 2019.

- The draft ABCA is attached to this application.
- The community notice was published on January 9, 2019 and is attached to this proposal
- The draft cleanup grant application was presented at a public meeting of the City of Sedro-Woolley council on January 9, 2019. A meeting summary that includes questions and responses to questions is attached to this proposal.
- The draft ABCA and draft cleanup grant application were posted to the Port's website for community review and comment.

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### USEPA BROWNFIELDS SITE SPECIFIC CLEANUP GRANT FY19

Additionally, the Port held a meeting with the Upper Skagit Tribe to present the Draft ABCA and Draft Grant Application on January 10, 2019.

#### **13. Statutory Cost Share**

- a. *The required cost share amount of \$98,750 will be met with a Washington State Remedial Action Grant. The cost share will apply to grant eligible expenses including community involvement, engineering design, implementation of cleanup actions, and confirmation sampling.*
- b. *The Port is **not** requesting a hardship waiver.*

#### **Attachments**

- Documentation of applicant eligibility if other than city, county, state or tribe – Minutes of Organizational Meeting of Commissioners of Port of Skagit County
- Bargain and Sale Deed transferring ownership of Property to the Port of Skagit
- Draft ABCA
- Community Meeting Materials
  - Community Meeting Agendas
  - Community Notification Ad
  - Meeting summary including questions/comments and responses
  - Posting of documents to Port website

MINUTES OF ORGANIZATIONAL MEETING OF COMMISSIONERS  
OF PORT OF SKAGIT COUNTY

November 30, 1964

The organizational meeting of the Board of Commissioners of the Port of Skagit County was held at 10:00 o'clock, A.M., Monday, November 30, 1964, at the office of Bannister, Bruhn & Luvera, 616 South Second Street, Mount Vernon, Washington, the temporary address and office of the port district. The first elected commissioners of the Port of Skagit County were present as follows:

GEO. M. DYNES, Commissioner from the First District,  
6-year term;

CHRIS KNUDSON, Commissioner from the Second District,  
4-year term;

NORMAN OVENELL, Commissioner from the Third District,  
2-year term.

Resolution No. 03737, adopted by the Skagit County Commissioners, was read, certifying that on November 3, 1964, at an election held in said County, the creating of "Port of Skagit County" within the limits prescribed by notice of election, had received the approval of the electors, and that the said "Port of Skagit County" was created as prescribed by law.

Resolution No. , adopted by the Skagit County Commissioners, was read, certifying that at the election held on November 3, 1964, GEO. M. DYNES, CHRIS KNUDSON and NORMAN OVENELL were elected to office as commissioners of the Port of Skagit County, their term of office being determined by nomination as filed for their respective districts, to wit:

Geo. M. Dynes having been nominated from the First District,  
Chris Knudson having been nominated from the Second District,  
Norman Ovenell having been nominated from the Third District.

Each of said commissioners qualified by filing the oath of office required by law.

On motion, for the purpose of effecting a permanent organization, Chris Knudson was elected to preside as President, and Norman Ovenell as Secretary, of the meeting. Said motion was seconded and unanimously passed.

The following resolution, hereafter to be known and designated of record as Resolution No. 1, was, on motion, adopted, to wit:

RESOLUTION NO. 1

A resolution of the Port Commission of the Port of Skagit County adopting rules governing the transaction of its business and adopting an official seal:

BE IT RESOLVED by the Port Commission of the Port of Skagit County:

I

That the Port Commission adopt as the seal of the Port of Skagit County a seal bearing the following inscription: "Port of Skagit County, Corporate Seal 1964 Washington", such seal to have the same face as is ordinarily used for private corporations.

II

That the Port Commission shall elect from its own members a President and Secretary, who shall each hold office for the term of one year commencing January 1 and until their successors are duly elected and qualified.

III

That said Port Commission shall hold regular public meetings upon the second and fourth Tuesdays of each and every calendar month at the hour of 10:00 o'clock, A.M. Special meetings may be called at any time by any one commissioner, to be held at such time and such place as the commissioner calling the same shall indicate in the notice of call, said meeting to be called upon giving two (2)

days' written notice of the holding of such meeting to each member of the Commission, and by causing such notice to be published in a daily newspaper of general circulation in Skagit County, Washington, for the benefit of the public. Notice of any special meeting may be waived in writing or by attending said meeting in person. Business transacted at all special meetings shall be confined to the objects stated in the call.

#### IV

The office of Bannister, Bruhn & Luvera, 616 South Second Street, Mount Vernon, Washington, is designated as the registered office of the port district, and shall remain such until changed by this Commission.

#### V

All proceedings of the Port Commission shall be by motion or resolution, to be recorded in a book to be kept by the secretary.

#### VI

All resolutions shall be passed at public session of the Commission and shall be duly authenticated by the signatures of the commissioners voting in its favor and the affixing thereto of the seal of said port.

#### VII

The President shall preside at all meetings of the Commission and, together with the Secretary, shall sign all contracts and bonds.

#### VIII

The Secretary shall have charge of all of the official records of said Port Commission and shall, together with the President, sign all contracts and bonds.

IX

All business shall be disposed of in the following order:

1. Roll call.
2. Approval of minutes of previous meeting.
3. Special orders.
4. Reports and petitions.
5. Resolutions introduced and adopted.
6. Unfinished business.
7. Other business.
8. Adjournment.

ADOPTED by the Port Commission of the Port of Skagit County in open session this 30th day of November, 1964, and duly authenticated by the signatures of the Commissioners voting in its favor.

On roll call the vote was as follows:

Knudson - Aye  
Ovenell - Aye  
Dynes - Aye

_____	President
<i>Wm. J. ...</i>	Secretary
<i>George M. ...</i>	Commissioner

The following resolution, hereafter to be known and designated of record as Resolution No. 2, was, on motion, adopted, to wit:

RESOLUTION NO. 2

A resolution of the Port Commission of the Port of Skagit County relating to its financial affairs, designating a treasurer, creating an official fund, creating an incidental expense fund, and designating a commercial depository.

BE IT RESOLVED by the Port Commission of the Port of Skagit County:

I

That the County Treasurer of Skagit County, and successors in office, is designated the port treasurer of the Port of Skagit County.

II

That there be and there hereby is established a fund to be known as the "Port of Skagit County General Fund", into which all moneys (except revolving fund) received by or for the Port of Skagit County shall be paid, and except such other funds as might hereafter be designated by the Commissioners, upon which General Fund all warrants of the Port of Skagit County shall be drawn, signed by the President and Secretary of the Port of Skagit County, and bearing the imprint of the seal of the Port of Skagit County. That the National Bank of Commerce, Mount Vernon Branch, be designated the commercial depository for the Port of Skagit County.

III

That there is hereby established a fund to be known as "Incidental Expense Fund", all pursuant to R.C.W. 53.36.060, the maximum of said fund to be in the sum of One Thousand Five Hundred Dollars (\$1,500.00).

ADOPTED by the Port Commission of the Port of Skagit County in open session this 30th day of November, 1964, and duly authenticated by the signatures of the Commissioners voting in its favor.

On roll call the vote was as follows:

Knudson - Aye  
Ovenell - Aye  
Dynes - Aye

\_\_\_\_\_  
President  
*William Owenell*  
\_\_\_\_\_  
Secretary  
*George M. Dynes*  
\_\_\_\_\_  
Commissioner

Temporary organization having been effected, the Commission proceeded to perfect a permanent organization.

On motion, Chris Knudson was elected to serve as President of the Port Commission of the Port of Skagit County, and Norman Ovenell was elected to serve as Secretary of the Port Commission of the Port of Skagit County, each elected to serve until the end of the year 1965 and until his successor is duly elected and qualified.

On roll call the vote was as follows:

Knudson - Aye  
Ovenell - Aye  
Dynes - Aye

On motion, the Secretary was instructed as follows:

1. To procure a seal in accord with item I of Resolution No. 1.
2. To procure such necessary books and blanks as are necessary to maintain a record of the Commission's proceedings and its resolutions.
3. To deliver to the County Treasurer of Skagit County a copy of Resolution No. 2.

On roll call the vote was as follows:

Knudson - Aye  
Ovenell - Aye  
Dynes - Aye

On motion, all acts performed and Resolutions No. 1 and No. 2 adopted by the Port Commission acting under temporary organization, are hereby ratified, confirmed and adopted as could have been done under permanent organization.

On roll call the vote was as follows:

Knudson - Aye  
Ovenell - Aye  
Dynes - Aye

The following resolution, hereafter to be known and designated of record as Resolution No. 3, was, on motion, adopted, to wit:

RESOLUTION NO. 3

A resolution of the Port Commission of the Port of Skagit County employing counsel.

BE IT RESOLVED by the Port Commission of the Port of Skagit County:

I

That the law firm of Bannister, Bruhn & Luvera of Mount Vernon, Washington, be and they are hereby employed as attorneys for said Port of Skagit County for the purpose of attending to the legal details in the organization of said port, the preparation and submission of all proposed resolutions whenever requested, attending the meetings of the commissioners, and such other meetings and functions as requested by the commissioners, preparation of any and all legal documents as are necessary, and to assist in the preparation of permanent records of the port.

II

That the said firm of Bannister, Bruhn & Luvera shall be paid for its services such sums as shall be in accordance with usual office practices and procedures.

ADOPTED by the Port Commission of the Port of Skagit County in open session this 30th day of November 1964, and duly authenticated by the signatures of the Commissioners voting in its favor.

On roll call the vote was as follows:

Knudson - Aye  
Ovenell - Aye  
Dynes - Aye

\_\_\_\_\_  
President  
*William Orinell*  
\_\_\_\_\_  
Secretary  
*George W. Rymer*  
\_\_\_\_\_  
Commissioner

The commissioners then reviewed letters received from San Juan Islands Cannery and San Juan Fishing & Packing Company relative to increase in production and facilities by said firms and requesting a meeting with the port commissioners. The President was directed to reply to said letters. The President was also directed to forward letters to Mount Vernon Industries, Inc., and Witco, Inc., requesting meetings with the officials of both of said corporations.

Upon motion duly made, seconded and passed, it was ordered that the three commissioners and Stanley K. Bruhn of Bannister, Bruhn & Luvera, attend the Washington Public Ports Association meeting at Westport, Washington, on December 3 and 4, 1964, for the purposes of looking into possible membership in the Washington Public Ports Association and to discuss mutual problems with other commissioners and attorneys who will be present at said meeting.

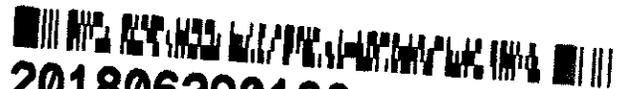
There being no further business, the meeting adjourned.

ADOPTED as the official minutes of the meeting of November 30, 1964.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Commissioner



201806290133

06/29/2018 01:54 PM Pages: 1 of 15 Fees: \$113.00  
Skagit County Auditor

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO: SKAGIT COUNTY WASHINGTON  
Port of Skagit County  
15400 Airport Drive  
Burlington, WA 98233

REAL ESTATE EXCISE TAX  
\$20182856  
JUN 29 2018  
Amount Paid \$0  
Skagit Co. Treasurer  
By *MAM* Deputy

(Space above this line is for Recorder's use)

GUARDIAN NORTHWEST TITLE CO.  
BARGAIN AND SALE DEED 112688

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor:** STATE OF WASHINGTON, Department of Enterprise Services  
**Grantee:** PORT OF SKAGIT COUNTY, a Washington public port district  
**Reference Number(s) of Documents Assigned or Released:** N/A  
**Abbreviated Legal Description:** Portions of the SE ¼ of Section 7; the NE ¼ of the NE ¼ of Section 18; the NW ¼ of the NW ¼ of Section 17; the SW ¼ of Section 8; all in Township 35N, Range 5 E W.M.  
**Complete or Additional Legal Description on Exhibit No. A of Document.**  
**Assessor's Parcel Number(s):** P38607, P100646, P100632

FOR VALUABLE consideration, none of which includes the payment of money by Grantee to Grantor receipt of which is hereby acknowledged, GRANTOR, STATE OF WASHINGTON, Department of Enterprise Services formerly known as the Department of General Administration, hereby bargains, sells, and conveys to GRANTEE, PORT OF SKAGIT COUNTY, a Washington public port district, the real property ("Property") located in the County of Skagit, State of Washington, more particularly described in Exhibit A, attached hereto,

SUBJECT TO the following covenants and exceptions:

As required by Section 6006, Chapter 35, Laws of 2016, 2016 First Special Session (ESHB 2380), neither Grantee nor its successors shall convey or otherwise transfer fee title to the Property to a non-governmental entity or a private person. This covenant shall run with the Property to all heirs, successors, and assigns of Grantor and Grantee. Should the Grantee convey or otherwise transfer fee title to the Property to a governmental entity, the real property transfer agreement between Grantee and that governmental entity shall include a substantially similar restrictive covenant. Any modification to this Covenant requires authorization by the Washington Legislature. Grantee and its heirs and assigns hereby waive any right to challenge or oppose the legal enforceability of this Covenant on such ground that existed at the time this Covenant was originally made;

Should the United States Government offer to purchase the "Leased Premises," as that term is defined in that certain U.S. Government Lease for Real Property dated September 4, 2009 and as memorialized in the Memorandum of Lease recorded September 23, 2009 under Skagit County Auditor's file number 200909230015 ("DOL Lease"), by exercising the "Government's Option to Purchase the Leased Premises" described in Section 44 of the DOL Lease, Grantee herein shall submit the U.S. Government's offer to the Washington Legislature for approval as required by said section 44 and Grantee herein shall otherwise comply with the provisions of said Section 44; and

Grantor covenants with Grantee that it will forever warrant and defend said title to said Property against all lawful claims and encumbrances done or suffered by Grantor, but against none other, subject to the permitted exceptions set forth in Exhibit B attached hereto.

References herein to Grantor and Grantee shall include each party's respective assigns and successors.

TO HAVE AND TO HOLD the same unto the said Grantee and, subject to the covenants herein stated, unto its successors and assigns forever, with all appurtenances thereunto belonging.

Dated this 29<sup>th</sup> day of June, 2018

GRANTOR:

STATE OF WASHINGTON, Department of Enterprise Services

By: [Signature]  
Chris Liu, Director

Date: 6-29-18

GRANTEE:

PORT OF SKAGIT, a Washington public port district:

By: [Signature]  
Patricia H. Botsford-Martin,  
Executive Director

Date: 6/28/18

APPROVED AS TO FORM:

By: Brian Fuller  
Assistant Attorney General  
Name: Brian Fuller  
Date: 6/13/18

APPROVED AS TO FORM:

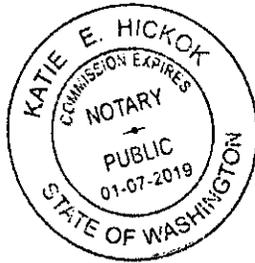
By: BS Furlong  
Bradford E. Furlong, WSBA #12924  
Attorney for Port  
Date: June 19, 2018

ACKNOWLEDGMENTS

STATE OF WASHINGTON )  
COUNTY OF Skagit ) ss.

On this 29<sup>th</sup> day of June, 2018 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chris Liu, the Director of STATE OF WASHINGTON, Department of Enterprise Services that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of the State of Washington.

Witness my hand and official seal hereto affixed the say and year first above written.



Katie E. Hickok

Printed Name: Katie E. Hickok  
Notary Public in and for the State of Washington  
Residing at W. Kerron  
My Commission Expires: 1-7-19



**EXHIBIT A**  
Legal Description

**PARCEL "A":**

Parcel ID No. P38607

THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., EXCEPT FRUITDALE ROAD RIGHT OF WAY, AND EXCEPT THOSE PORTIONS CONVEYED TO SKAGIT COUNTY BY DEED RECORDED JUNE 2, 1906, UNDER AUDITOR FILE NO. 57468, RESPECTIVELY; AND EXCEPT THAT PORTION LYING SOUTHWESTERLY OF FRUITDALE ROAD, AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 7;

THENCE SOUTH 00°04'25" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 185.73 FEET; THENCE NORTH 89°15'09" EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST ¼, A DISTANCE OF 2,495.10 FEET;

THENCE SOUTH 25°05'55" EAST, A DISTANCE OF 369.74 FEET TO THE EAST LINE OF SAID SOUTHEAST ¼; THENCE NORTH 01°08'29" EAST ALONG SAID EAST LINE, A DISTANCE OF 522.58 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST ¼;

THENCE SOUTH 89°15'09" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST ¼, A DISTANCE OF 2,641.77 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL "A" IS ALSO TOGETHER WITH THOSE PORTIONS OF THE ROAD RIGHT-OF-WAY VACATED BY SEDRO-WOOLLEY ORDINANCE NO. 1889-17, WHICH ATTACHED THERETO BY OPERATION OF LAW.

SITUATE IN THE CITY OF SEDRO-WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.

**PARCEL "C"**

County ID No. P100646

THAT PORTION OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 5 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE NORTH 88°48'38" EAST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 631.25 FEET;

THENCE SOUTH 26°40'32" WEST, A DISTANCE OF 144.00 FEET;

THENCE SOUTH 17°34'00" WEST, A DISTANCE OF 820.90 FEET;

THENCE SOUTH 52°41'23" WEST, A DISTANCE OF 348.52 FEET TO THE WEST LINE OF SAID NORTHWEST ¼;  
THENCE NORTH 02°08'03" WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 1,110.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., EXCEPT THE AS BUILT AND/OR ESTABLISHED FRUITDALE ROAD RIGHT OF WAY, AND EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY BY INDENTURE FROM WOLVERINE CO. RECORDED JUNE 2, 1906, UNDER AUDITOR'S FILE NO. 57468;

AND ALSO EXCEPT THAT EASEMENT FOR PUBLIC ROAD CONVEYED TO SKAGIT COUNTY BY DOCUMENT RECORDED AS AUDITOR'S FILE NO. 645060 ON JANUARY 6, 1964; AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION;  
THENCE NORTH 02°08'34" WEST ALONG THE EAST LINE THEREOF, A DISTANCE OF 210.91 FEET;  
THENCE SOUTH 52°41'23" WEST, A DISTANCE OF 362.08 FEET TO THE SOUTH LINE OF SAID SUBDIVISION;  
THENCE NORTH 88°18'58" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 296.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT CERTAIN RIGHT-OF-WAY CONVEYED TO THE CITY OF SEDRO-WOOLLEY BY DEED RECORDED APRIL 30, 2018 AS AUDITOR'S FILE NO. 201804300226.

EXCEPT:

THAT PORTION OF THE FOREGOING PARCEL DESCRIBED IN THE LEASE GRANTED TO WASHINGTON MILITARY DEPARTMENT RECORDED UNDER SKAGIT COUNTY AUDITOR FILE NUMBER 9501190013;

THAT PORTION OF THE WASHINGTON STATE DEPARTMENT OF GENERAL ADMINISTRATION CAMPUS SITE AS SHOWN ON THAT SURVEY FILED IN VOLUME 10 OF SURVEYS AT PAGES 148 AND 149 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., SITUATED IN SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18;  
THENCE S 88°18'58"W ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 296.00 FEET TO THE SOUTH LINE OF SAID CAMPUS SITE;

THENCE CONTINUING S 88°18'58"W ALONG THE SOUTH LINE OF SAID CAMPUS SITE, A DISTANCE OF 300.68 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUING S 88°18'58"W ALONG THE SOUTH LINE OF SAID CAMPUS SITE, A DISTANCE OF 145.00 FEET;  
THENCE NORTH, A DISTANCE OF 559.40 FEET;  
THENCE N 30° 12'04"E, A DISTANCE OF 80.53 FEET;  
THENCE NORTH, A DISTANCE OF 90.40 FEET;  
THENCE N 31° 57'37" W, A DISTANCE OF 123.76 FEET;  
THENCE NORTH, A DISTANCE OF 220.38 FEET;  
THENCE S 72°25'14"E, A DISTANCE OF 495.12 FEET;  
THENCE S 25°26'28"W, A DISTANCE OF 155.97 FEET;  
THENCE S 60° 38'32"W, A DISTANCE OF 91.79 FEET;  
THENCE S 24°13'40"W, A DISTANCE OF 109.66 FEET;  
THENCE SOUTH, A DISTANCE OF 210.00 FEET;  
THENCE S 35°23'03"E, A DISTANCE OF 248.51 FEET;  
THENCE S 52°49'58"W, A DISTANCE OF 318.70 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

ALL AS REFLECTED IN THAT BOUNDARY LINE ADJUSTMENT QUITCLAIM DEED RECORDED UNDER AUDITORS FILE NUMBER 201806290130.

SITUATE IN THE CITY OF SEDRO-WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.

**PARCEL "D"**

Parcel ID No. P100632

THAT PORTION OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION;  
THENCE NORTH 01°08'29" WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 2,050.26 FEET;  
THENCE SOUTH 25°05'55" EAST, A DISTANCE OF 214.12 FEET;  
THENCE SOUTH 70°21'59" EAST, A DISTANCE OF 736.86 FEET;  
THENCE SOUTH 12°40'09" EAST, A DISTANCE OF 970.53 FEET;  
THENCE SOUTH 26°40'32" WEST, A DISTANCE OF 725.59 FEET TO THE SOUTH LINE OF SAID SECTION 8;  
THENCE SOUTH 88°48'37" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 631.25 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF SEDRO-WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.



Recorded: February 23, 2016  
Auditor's No.: 201602230017  
Affects: Much of the subject property

3. LEASE, AND THE TERMS AND PROVISIONS THEREOF:

Lessor: State of Washington Department of Enterprise Services  
Lessee: State of Washington Department of Natural Resources  
Term: July 1, 1915 to June 30, 2018  
Recorded: August 4, 2015  
Auditor's No.: 201508040005  
Affects: A portion of the subject property

4. LEASE, AND THE TERMS AND PROVISIONS THEREOF:

Lessor: State of Washington Department of Enterprise Services  
Lessee: North Sound Regional Network Support Network  
Term: April 1, 2015 to June 30, 2018  
Recorded: June 24, 2015  
Auditor's No.: 201506240034  
Affects: A portion of Parcel "D"

5. MEMORANDUM OF LEASE AND THE TERMS AND PROVISIONS THEREOF:

Lessor: State of Washington Department of General Administration  
Lessee: The U.S.A., Department of Labor  
Dated: September 4, 2009  
Recorded: September 23, 2009  
Auditor's No.: 200909230015  
Term: July 1, 2009 to June 30, 2010 plus renewal options  
Affects: A portion of Parcels A and "D"

6. LEASE, AND THE TERMS AND PROVISIONS THEREOF:

Lessor: State of Washington Department of General Administration  
Lessee: Sedro-Woolley School District  
Term: December 1, 2007 to August 31, 2012 plus renewal options  
Recorded: November 15, 2007  
Auditor's No.: 200711150128  
Affects: A portion of the subject property

## 7. LEASE, AND THE TERMS AND PROVISIONS THEREOF:

Lessor: State of Washington Department of General Administration  
 Lessee: Sedro-Woolley School District  
 Term: September 1, 2010 to August 31, 2014 plus renewal options  
 Recorded: October 6, 2011  
 Auditor's No.: 201110060029  
 Affects: A portion of Parcel "B"

## 8. LEASE, AND THE TERMS AND PROVISIONS THEREOF:

Lessor: State of Washington Department of General Administration  
 Lessee: Contel of the Northwest, Inc.  
 Term: July 1, 1990 to June 30, 2010 plus renewal options  
 Recorded: August 14, 1991  
 Auditor's No.: 9108140019  
 Affects: A portion of Parcel "A"

## 9. LEASE, AND THE TERMS AND PROVISIONS THEREOF:

Lessor: State of Washington Department of General Administration  
 Lessee: North Sound Regional Support Network  
 Term: May 1, 1993 to April 30, 2023 plus renewal options  
 Recorded: March 16, 1993  
 Auditor's No.: 9303160032  
 Affects: A portion of the subject property

## 10. LEASE, AND THE TERMS AND PROVISIONS THEREOF:

Lessor: State of Washington Department of General Administration  
 Lessee: Washington Military Department  
 Term: July 1, 1994 to June 30, 2044  
 Recorded: January 19, 1995  
 Auditor's No.: 9501190013  
 Affects: A portion of Parcel "B"

11. Unrecorded leaseholds, if any, rights of vendors and chattel mortgagees of personal property, and rights of tenants to remove trade fixtures at the expiration of term.

12. Rights of lessees of recorded leases whose original terms may have expired but which terms were

later extended without recorded notice.

13. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between: Port of Skagit  
 And: Washington State Department of Enterprise Services  
 Recorded: January 13, 2017  
 Auditor's No.: 201701130103  
 Regarding: Transfer of Real Property

**SCHEDULE B-1 EXCEPTIONS:**

A. RESERVATIONS, PROVISIONS AND/OR EXCEPTIONS:

Executed by: The Wolverine Company, a Washington corporation  
 Regarding: Minerals and Mineral Oils, etc.  
 Volume/Page: 62-222, 72-533, 76-27, 68-507, 76-27, 74-248, 63-449 and 83-162

B. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Survey  
 Recorded: November 13, 1990  
 Auditor's No.: 9011130061

C. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: WDH Black Rock, LLC  
 Recorded: February 21, 2014  
 Auditor's No. 201402210128  
 Purpose: Communication cables and facilities  
 Area Affected: A portion of Parcels A and B

D. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Survey of Proposed Easement  
 Recorded: October 4, 2013  
 Auditor's No.: 201310040094

E. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Public Utility District No. 1  
 Recorded: April 22, 2013  
 Auditor's No. 201304220026  
 Purpose: Water line and related facilities  
 Area Affected: A portion of Parcel "A"

F. LOT CERTIFICATION, INCLUDING THE TERMS AND CONDITIONS THEREOF. REFERENCE TO THE RECORD BEING MADE FOR FULL PARTICULARS. THE COMPANY MAKES NO DETERMINATION AS TO ITS AFFECTS.

Recorded: December 13, 2011  
 Auditor's No.: 201112130047

G. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Public Utility District #1  
 Recorded: March 16, 2004  
 Auditor's No. 200403160007  
 Purpose: Water lines and related facilities  
 Area Affected: A portion of Parcel "A"

H. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Public Utility District #1  
 Recorded: September 23, 2003  
 Auditor's No. 200309230081  
 Purpose: Water lines and related facilities  
 Area Affected: A portion of Parcel "A"

I. Memorandum of Timber Sale Agreement; including the Terms and Provisions Thereof.

Between: Northwest Pipeline Corporation  
 And: State of Washington Department of General Administration  
 Dated: August 2002  
 Recorded: September 25, 2002  
 Auditor's File No.: 200209250135

J. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Northwest Pipeline Corporation  
 Recorded: September 25, 2002  
 Auditor's No. 200209250134  
 Purpose: Pipe line and related facilities  
 Area Affected: A portion of Parcel "A"

K. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Public Utility District #1

Recorded: February 5, 2002  
 Auditor's No. 200202050116  
 Purpose: Water lines and related facilities  
 Area Affected: A portion of Parcels "A" and "B"

L. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between: State of Washington Department of Natural Resources  
 And: State of Washington-Department of General Administration  
 Dated: December 6, 1991  
 Recorded: May 18, 1992  
 Auditor's No.: 9203180054  
 Regarding: Boundaries of subject property

Exhibit "B" of said Agreement discloses road, sewer and natural gas easements.

M. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Survey  
 Recorded: May 14, 1991  
 Auditor's No.: 9105140055

Said Survey supercedes Survey recorded as Auditor's File No. 9103280005.

N. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Co.  
 Recorded: June 13, 1991  
 Auditor's No. 9106130056  
 Purpose: Underground electric systems  
 Area Affected: Portions of Parcels "A" and "B"

O. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Public Utility District #1  
 Recorded: January 14, 1987  
 Auditor's No. 8701140045  
 Purpose: Water pipeline  
 Area Affected: A portion of the subject property

P. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Co.

Recorded: November 5, 1985  
 Auditor's No. 8511050073  
 Purpose: Electric lines and related facilities  
 Area Affected: A portion of Parcels "A" and "B"

Q. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: El Paso Natural Gas  
 Recorded: April 8, 1971  
 Auditor's No. 750837  
 Purpose: Natural gas pipelines  
 Area Affected: A portion of Parcel "A"

R. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Public Utility District #1  
 Recorded: May 21, 1993  
 Auditor's No. 9305210069  
 Purpose: Waterlines and related facilities  
 Area Affected: Portions of Parcels "A" and "D"

S. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Co.  
 Recorded: October 5, 1992  
 Auditor's No. 9210050140  
 Purpose: Underground electric system and related facilities  
 Area Affected: A portion of Parcel "D"

T. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: City of Sedro-Woolley  
 Recorded: September 14, 1995  
 Auditor's No. 9509140049  
 Purpose: Sewer  
 Area Affected: A portion of Parcel "B" and "C"

Said Easement was referred to on Auditor's File No. 9205180054.

U. Right-of-way, if any, of the Seattle and International Railroad across an undisclosed portion of Parcel "A" as disclosed by Deeds recorded September 1, 1906 and October 24, 1910, in Volume 63 of Deeds, page 449 and Volume 82 of Deeds, page 55, respectively.

V, W, X, Y. Omitted (unrelated to parcels conveyed to Port).

Z. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

DEED -- STATE OF WASHINGTON TO PORT OF SKAGIT COUNTY

Grantee: Frontier Communications Northwest, Inc.  
 Recorded: January 20, 2017  
 Auditor's No. 201701200036  
 Purpose: Fiber Optic Cable  
 Area Affected: Easement; a 10-foot wide portion of Parcels "A" and "B"

AA. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Survey  
 Recorded: May 19, 2006  
 Auditor's No.: 200605190122

Said Survey adjoins Parcel "E"

BB. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: City of Sedro Woolley  
 Recorded: April 30, 2018  
 Auditor's No. 201804300227  
 Purpose: Slope and drainage easements  
 Area Affected: Portions of Parcel "B"

# ANALYSIS OF BROWNFIELDS CLEANUP ALTERNATIVES

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FORMER NORTHERN STATE HOSPITAL  
SEDRO-WOOLLEY, WASHINGTON



*Prepared for*  
**PORT OF SKAGIT**  
*October 26, 2018*  
*Project No. 0624.04.10*

*Prepared by*  
*Maul Foster & Alongi, Inc.*  
*1329 N State Street, Suite 301, Bellingham, WA 98225*

ANALYSIS OF BROWNFIELDS CLEANUP ALTERNATIVES  
FORMER NORTHERN STATE HOSPITAL  
SEDRO-WOOLLEY, WASHINGTON

*The material and data in this report were prepared  
under the supervision and direction of the undersigned.*

MAUL FOSTER & ALONGI, INC.



*Michael Stringer, AICP  
Principal in Charge*



*Carolyn Wise, GIT  
Project Geologist*



This digital seal certifies the signatory  
and document content.

10.26.2018

*Andrew Kaparos, PE  
Senior Engineer*

U.S. ENVIRONMENTAL PROTECTION AGENCY

*Susan Morales  
Brownfields Project Manager*

Date: \_\_\_\_\_

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## ACRONYMS AND ABBREVIATIONS

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ABCA	analysis of brownfields cleanup alternatives
AOC	area of concern
ARAR	applicable or relevant and appropriate requirement
bgs	below ground surface
cis-1,2-DCE	cis-1,2-dichloroethene
City	City of Sedro-Woolley
County	Skagit County
cPAH	carcinogenic polycyclic aromatic hydrocarbon
CSM	conceptual site model
CUL	cleanup level
cVOC	chlorinated volatile organic compound
Ecology	Washington State Department of Ecology
ERD	enhanced reductive dechlorination
ESA	environmental site assessment
FSA	focused site assessment
HAZWOPER	Hazardous Waste Operations and Emergency Response
IHS	indicator hazardous substance
MFA	Maul Foster & Alongi, Inc.
MNA	monitored natural attenuation
MTCA	Model Toxics Control Act
NEBA	net environmental benefit analysis
NSRA	Northern State Recreation Area
ORO	heavy-oil-range organics
PCE	tetrachloroethene
POC	point of compliance
Port	Port of Skagit
Property	the Former Northern State Hospital property at 24909 Hub Drive in Sedro-Woolley, Washington
RAO	remedial action objective
RI/FS	remedial investigation and feasibility study
SL	screening level
SMP	soil management plan
TCE	trichloroethene
USEPA	U.S. Environmental Protection Agency
WAC	Washington Administrative Code

# 1 INTRODUCTION AND BACKGROUND

---

On behalf of the Port of Skagit (the Port), Maul Foster & Alongi, Inc. (MFA) has prepared this analysis of brownfields cleanup alternatives (ABCA) report for the Former Northern State Hospital property, also known as the Sedro-Woolley Innovation for Tomorrow Center (the Property), located at 2070 Northern State Road in Sedro-Woolley, Washington (Figure 1-1). Historically, the Property was used as a treatment and residence facility for people with mental illness, and included on-site patient and staff housing, a power house, maintenance shops, a laundry, and a fueling station. The Property currently comprises over 80 buildings and structures. Tenants occupy some of the buildings, but many buildings are currently vacant.

## 1.1 Regulatory Framework

The Port received a U.S. Environmental Protection Agency (USEPA) Brownfields Assessment Grant to support site assessment at the Property.

Several previous investigations have been conducted at the Property to evaluate environmental impacts associated with identified areas of concern (AOCs), as described in the 2018 Phase II environmental site assessment (ESA) work plan (MFA, 2018a). All investigation activities have been conducted in general accordance with guidance put forth in the Model Toxics Control Act (MTCOA) (Washington Administrative Code [WAC] 173-340).

## 1.2 Purpose and Objectives

The purpose of this ABCA report is to present a viable remedial alternative based on site-specific conditions, technical feasibility, and preliminary cost evaluations. The ABCA was completed to meet the requirements of USEPA Brownfields Cleanup Grant and following federal and Washington State guidelines for feasibility study of remedial action alternatives.

The objective of the ABCA was to identify and evaluate the most relevant remedial alternative(s) that would reduce contaminant exposure to levels protective of human health and the environment and that would be appropriate for the Property.

This ABCA report includes:

- Information about the AOC and contamination issues (e.g., exposure pathways, identification of contaminant sources), cleanup standards, applicable laws, and the proposed cleanup
- Effectiveness, implementability, and the cost of the preferred remedial alternative
- An assessment of the need for additional land-use controls after the remediation is complete

### 1.3 Property Background

The approximately 210-acre Property is in the northeast corner of the City of Sedro-Woolley (see Figure 1-1). The Property is bordered on the north, east, and south by the Northern State Recreation Area (NSRA), a public open space owned and managed by Skagit County (the County) and historically associated with the Northern State Hospital. The Property is bordered by Fruitdale Road and residential properties to the west. The Property is in sections 7, 8, 17, and 18 of township 35 north and range 5 east of the Willamette Meridian, on a small plateau with a downward topographic slope toward the east, south, and southwest in the direction of Hansen Creek and Brickyard Creek. The Property currently comprises over 80 buildings and structures. Tenants occupy some of the buildings, but many buildings are currently vacant.

The Port, in partnership with the City of Sedro-Woolley (City) and the County, is currently leading an effort to transform the Property into a center for innovation and technology that incorporates research, high-tech manufacturing, education, and recreational uses, in accordance with the Subarea Plan (City, 2015) and the Planned Action Final Environmental Impact Statement (City and Port, 2015).

### 1.4 Previous Investigations

Several assessments have been completed at the Property, dating back to 1993. During previous investigations, several features of environmental concern were identified and assessed (MFA, 2014, 2015; SES, 2017). Confirmed impacts to soil, groundwater, and/or soil vapor were identified in association with seven AOCs (See Figure 1-1). The AOCs have been defined based on historical sources and characteristics of impacts, which are described in Section 3.

### 1.5 Assumptions

Remedial alternatives are developed in this report for AOC 1, 2, 3, 4. A cleanup plan has previously been prepared for AOC 6 and is scheduled to be implemented by the end of 2018 (SES, 2017). Additional assessment of AOC 5 and 7 is needed before remedial alternatives can be adequately evaluated.

## 2 CONCEPTUAL SITE MODEL AND SCREENING LEVELS

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A conceptual site model (CSM) defines the potentially complete exposure pathways by which human or ecological receptors could be exposed to site-related contaminants under current or future land uses. A CSM diagram is presented as Figure 2-1. The CSM is used to select appropriate screening criteria for assessing potential risk to human health and the environment. Information on current zoning and land use, and assumptions about potential future land uses made for the purposes of developing the CSM, are described below. Relevant regulations and cleanup standards are also

identified below. Cleanup criteria for the Property (and sample results) are presented in the Phase II ESA (Tables 4-1 through 4-5) (MFA, 2018b).

**Soil.** MTCA Method A Soil cleanup levels (CULs) for unrestricted land use. For certain constituents, MTCA Method A CULs are not available and Method B CULs have been applied.

**Groundwater.** MTCA Method A CULs and, where appropriate based on the CSM, applicable or relevant and appropriate requirements (ARARs) for freshwater surface water. For certain constituents, MTCA Method A CULs are not available and Method B CULs have been applied. Concentrations of chlorinated volatile organic compounds (cVOCs) detected in groundwater were also compared to MTCA Method B groundwater screening levels (SLs) for protection of indoor air, provided in Ecology's draft soil vapor intrusion guidance (Ecology, 2016).

**Soil Gas/Vapor.** Sample results are compared to MTCA Method B sub-slab soil gas SLs (Ecology, 2016).

## 2.1 Land Use and Zoning

The City Comprehensive Plan Land Use Map and zoning map designates the Property as Public (P). The P zoning designation allows for a range of potential uses in the public interest, not restricted to only open-space use.

## 2.2 Conceptual Site Model and Exposure Pathways

The CSM describes potential chemical sources, release mechanisms, environmental transport processes, exposure routes, and receptors. The primary purpose of the CSM is to describe pathways by which human and ecological receptors could be exposed to site-related chemicals. A complete exposure pathway consists of four necessary elements: (1) a source and mechanism of chemical release to the environment, (2) an environmental transport medium for a released chemical, (3) a point of potential contact with the impacted medium (referred to as the exposure point), and (4) an exposure route (e.g., soil ingestion) at the exposure point. The CSM diagram focuses on Property receptors and potential exposure pathways related to historical releases from the Property.

## 2.3 Potential Receptors and Exposure Pathways

Potential human and ecological receptors and exposure pathways are shown in Figure 2-1. Based on current and potential future uses of the Property, human receptors may include construction workers, occupational workers, recreational fishers and residents. Ecological receptors could potentially be exposed to chemical impacts at the Property. Refer to Section 5.3 of the Phase II ESA report (MFA, 2018c) for a detailed description of the CSM and potential receptors.

## 2.4 Cleanup Standards

Cleanup standards for the Property were developed based on the CSM presented in the preliminary remedial investigation and feasibility study (RI/FS) (MFA, 2015). The CSM and cleanup standards were reevaluated based on additional data collected during the Phase II ESA.

According to MTCA, the cleanup standards for a site have two primary components: chemical-specific CULs and points of compliance (POCs). The CUL is the concentration of a chemical in a specific environmental medium that will not pose unacceptable risks to human health or the environment. The POC is the location where the CUL must be met.

## 2.4.1 Soil

For human health screening, soil was screened against MTCA Method A CULs for unrestricted land use. The Method A values are for protection of human health via the direct-contact or ingestion pathway and protection of groundwater via the soil-leaching-to-groundwater pathway. For certain constituents, MTCA Method A CULs are not available and Method B CULs have been applied. Method B CULs may be used at any site. This is consistent with the approach used in the preliminary RI/FS and Phase II ESA (MFA, 2015, 2018c).

During the Phase II ESA, an ecological screening of property-wide metals concentrations in soil was conducted (in accordance with terrestrial ecological evaluation guidance presented in WAC 173-340-7493) to facilitate selection of an appropriate cleanup action that would be protective of potential ecological receptors at the Property. Natural background concentrations and site-specific ecological SLs were developed for this ecological screening.

Soil CULs for the protection of potable groundwater (leaching-to-groundwater pathway) were evaluated for locations where groundwater data were not available to determine the potential for chemically impacted soil to affect groundwater resources. Potable water for the Property is provided by the Skagit Public Utility District.

### 2.4.1.1 Points of Compliance in Soil

The soil POC is the depth at which soil CULs shall be attained. The standard POC in soil for human direct contact and for ecological receptors is from the surface to 15 feet below ground surface (bgs) throughout the entire site. This standard POC is applied to soil on the Property.

## 2.4.2 Groundwater

Groundwater was screened to MTCA Method A CULs and, where appropriate based on the CSM, ARARs for freshwater surface water. For certain constituents, MTCA Method A CULs are not available and Method B CULs have been applied. This is consistent with the approach used in the preliminary RI/FS and Phase II ESA (MFA, 2015, 2018c).

Concentrations of cVOCs detected in groundwater were also compared to MTCA Method B groundwater SLs for protection of indoor air, provided in Ecology's draft soil vapor intrusion guidance (Ecology, 2016).

It is assumed, for the purposes of this ABCA, that uses of the groundwater beneath the Property will remain non-potable. See the Phase II ESA report, Section 6.2, for the basis of this assumption (MFA, 2018c).

### 2.4.2.1 Points of Compliance in Groundwater

For groundwater, the POC is the point or points where the groundwater CULs must be attained for a site to comply with the cleanup standards. Groundwater CULs shall be attained in all groundwater from the POC to the outer boundary of the hazardous-substance plume.

### 2.4.3 Soil Vapor

Soil gas concentrations were compared to MTCA Method B sub-slab soil gas SLs (Ecology, 2015). The most stringent of the carcinogenic and noncarcinogenic SLs were selected. These SLs are protective of indoor air, given attenuation of soil gas concentrations through the foundation (i.e., slab) of a building.

#### 2.4.3.1 Points of Compliance in Soil Vapor

For soil gas collected beneath the foundation of existing buildings (i.e., sub-slab soil vapor), the standard POC is immediately below the foundation of the building. The standard POC is applied to sub-slab soil vapor at this Property.

## 3 AREAS OF CONCERN

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### 3.1 Areas of Concern

The nature and the extent of contamination are presented in Section 3 of the Phase II ESA (MFA, 2018c). The AOCs are outlined below and shown on Figure 1-1.

#### 3.1.1 AOC 1: Former Laundry Building

As discussed in previous reports, no records of dry cleaning operations at the former laundry building were located; however, the presence of tetrachloroethene (PCE) in groundwater, soil, and soil vapor in this AOC indicates that a solvent containing PCE likely was used at some point during historical operations in the building. During a review of historical building plans, laundry extractor machines were noted in building plans at the north end of the former laundry building, and utility maps identified a potential drainage pipe at the northeast corner of the building (MFA, 2018a). Given the consistent detections of PCE and/or trichloroethene (TCE) in soil, groundwater, and soil vapor in this portion of the former laundry building, it is likely that the operation of these features is the source of the PCE identified in this area. This is supported by the absence of detections in groundwater west, northwest, southwest, and southeast of the former laundry building.

Chlorinated solvents (cVOCs), including PCE, TCE, and cis-1,2-dichloroethene (cis-1,2-DCE), were detected in soil, groundwater, and/or soil vapor in the northeast area of the former laundry building (MFA, 2018a). No detections of PCE or TCE were identified at the upgradient or downgradient

monitoring well locations; therefore, groundwater impacts appear to be localized to beneath the northeast corner of the former laundry building. However, given the limited number of soil and soil vapor samples, the extent of soil impacts has not yet been fully delineated and may extend below the existing building.

AOC 1 is shown on Figure 3-1.

### 3.1.2 AOC 2: Power House Building

Concentrations of heavy-oil-range organics (ORO) and carcinogenic polycyclic aromatic hydrocarbons (cPAHs) were detected above the MTCA Method A CULs (for unrestricted land use) in shallow soil (less than 1 foot bgs) north of the Power House (see Figure 1-1) (MFA, 2018a). Historical fill material containing coal/asphalt debris was determined to be a potential source of the ORO and cPAH impacts to shallow soil.

Additional assessment was completed during the Phase II ESA to further evaluate the extent of contamination. The elevated concentrations of cPAH and ORO appear to be confined to an area immediately adjacent and to the north of the Power House, in fill material (extending less than 3 feet bgs) containing more asphalt-like fill debris underlying the existing asphalt, as observed during previous investigations (MFA, 2015; SES, 2017). Dioxins and furans were detected in shallow soil (less than 1 foot bgs) collected from borings near the former incinerator and in the fill material outside the paved area north and northeast of the Power House. These detections likely are associated with the historical operation of the Power House smokestack and the potential historical combustion of materials in the incinerator. However, the detections of dioxins and furans were below cleanup levels and did not suggest a significant source of dioxins and furans associated with the Power House AOC.

AOC 2 is shown on Figure 3-2.

### 3.1.3 AOC 3: Lead in Soil

Elevated concentrations of lead were identified in shallow soil immediately adjacent to some historical buildings (and at one location in the athletic field) (see Figures 3-3 through 3-5) (MFA, 2018a).

Elevated detections of lead impacts, which surround the historical buildings, appear to be localized in both vertical and lateral extent, with concentrations decreasing with depth and distance from the historical buildings (MFA, 2018c). Exceedances generally extend up to 5 feet from the building footprint and down to 1.5 feet bgs.

The cultural resources assessment report for the campus indicated that paint treated with lead and zinc had been used on the campus buildings (Artifacts Consulting, 2008). It appears that lead-containing paint has flaked or peeled off the historical building surfaces and has been deposited in adjacent shallow soil. Therefore, the elevated concentrations of lead identified in these soil samples suggests that lead paint is/was present in the exterior paint of the historical buildings and is the source of elevated lead concentrations in shallow soil at the Property.

AOC 3 is shown on Figures 3-3 through 3-5.

### 3.1.4 AOC 4: Arsenic in Soil

Localized, elevated concentrations of arsenic in soil have been identified at the Property during previous subsurface investigations (MFA, 2018a). There are a few potential sources for elevated arsenic concentrations in soil that may be present, including naturally occurring arsenic, historical pesticide use, and arsenic-containing wood-treatment chemicals associated with wood used in building construction and/or in building demolition debris (MFA, 2018a).

Arsenic-impacted shallow soil (less than 0.5 foot bgs) was assessed as part of the property-wide metals assessment conducted for the Phase II ESA (MFA, 2018c). Shallow and subsurface soil impacts were identified near the former Ward Building and athletic field areas, as shown on Figure 3-6.

### 3.1.5 AOC 5: Property-Wide Metals in Soil

The investigation and characterization of the property-wide metals in soils is discussed in detail in the Phase II ESA (MFA, 2018c). Results of this investigation were compared to MTCA Method A CULs, or B if Method A values were unavailable (to assess potential for human health risk) and to site-specific ecological SLs (to assess potential for ecological risk). Development of ecological SLs is described in detail in Appendix F of the Phase II ESA. Complete human health and ecological screening of property-wide metals data is presented in Table 4-5 of the Phase II ESA.

Nearly all surface soil samples in this evaluation were below human health CULs for all metals analyzed, with the exception of soil sample SS08-S-0.5. This sample exceeded the human health criteria for lead and was collected adjacent to the athletic field, see Figure 4-1 of the Phase II ESA.

Additional soil samples exceeded site-specific ecological SLs. These exceedances were confined to the eastern side of the Property and were concentrated in two locations: the northeast and the southeast area of the Property. The ecological SL exceedances in the northeast area of the property are in one of the most heavily-used and developed portions of the Property. This area has little-to-no habitat value as the natural habitat is significantly degraded by building development, paving, and active uses. Therefore, this northeastern area of the Property is not further considered in this ABCA. The ecological SL exceedances in the southeast area of the Property are found in areas with high quality habitat (e.g., deer, worms, squirrels, and owl pellets were observed during the Phase II ESA fieldwork). Any remedial action conducted in this vicinity may cause environmental injury to the established ecosystem. It is recommended that a net environmental benefit analysis (NEBA) be performed before any remedial alternatives are considered. As a result, this southeastern area is not further evaluated in this ABCA. Both the northeast and southeast areas of the Property with ecological SL exceedances that are discussed here are shown on Figure 3-7.

### 3.1.6 AOC 6: Maintenance Building

Benzene, toluene, ethylbenzene, total xylenes, and gasoline were identified in subsurface soil and groundwater adjacent to the maintenance building at concentrations above MTCA Method A CULs (SES, 2017).

Additional assessment of this AOC is being conducted by SES via the Washington State Pollution Liability Insurance Agency, as investigation of petroleum impacts is not eligible for funding through the USEPA Brownfields Assessment Grant; therefore, this AOC was not further evaluated as part of this ABCA.

### 3.1.7 AOC 7: Lead and Arsenic in Groundwater

Total and dissolved arsenic and lead were detected in groundwater samples from reconnaissance groundwater borings and monitoring wells, installed across the northeastern portion of the Property, at concentrations above MTCA Method A CULs and surface water ARARs (MFA, 2018a). Given the proximity of elevated arsenic and/or lead concentrations to Hansen Creek, there is potential for groundwater with metals concentrations above surface water ARARs to discharge to the creek.

As discussed above in Section 3.1.5, widespread elevated metals concentrations have been identified in soil across the Property. Therefore, additional assessment of area-wide metals concentrations in soil was conducted during the Phase II ESA to evaluate the potential of an area-wide elevated metals condition at the Property before characterization of potential metals loading to Hansen Creek (i.e., AOC 5). As a result, this AOC was not further assessed during the Phase II ESA, but it may be included in future investigations and/or assessments of the Property.

## 4 ANALYSIS OF BROWNFIELDS CLEANUP ALTERNATIVES

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The purpose of this ABCA is to identify and evaluate the most relevant remedial alternative that reduces contaminant exposure to levels that are protective of human health and the environment and that are appropriate for meeting the remedial action objectives (RAOs) for the Property. This ABCA was completed in general accordance with USEPA guidelines for conducting an ABCA. This document is a draft and will be presented for public comment. This ABCA contains the following elements:

- Summary of indicator hazardous substances (IHSs)
- Development of remedial action area and RAOs
- Evaluation and presentation of proposed cleanup alternatives
- Discussion of residual risks associated with recommended alternatives

### 4.1 Remedial Action Objectives

RAOs for the Property have been developed to protect receptors and provide the underlying basis for developing and evaluating remedial actions. The RAOs for the Property are:

- Reduce or prevent potential risk to human health and/or the environment from hazardous substances at the Property, during Property re-development

- Prevent or limit potential exposure of current and future Property users, workers, or ecological receptors to hazardous substances
- Prevent direct contact between human receptors and soil and/or groundwater that exceeds applicable risk-based concentrations
- Remediate/remove hot spots of contamination to the extent feasible
- Remove potential sources of groundwater contamination to protect aquatic ecological receptors and recreational fishers
- Remediate/remove source-area soils to the extent feasible (especially if “hot spots” are encountered following building renovations)
- Prevent migration of cVOCs into indoor air (eliminate the vapor migration pathway)
- Utilize sustainable (“green”) remediation/removal strategies to the maximum extent practicable

## 4.2 Remedial Alternatives Considered

The objective of each of the following alternatives is to reduce exposure by managing contaminants present at the Property to levels protective of human health and the environment. Because of the nature of the contaminants, the proposed redevelopment of the Property and the limited remedial action areas, only a few remedial alternatives warrant detailed evaluation. For these reasons, the following remedial actions were considered for the Property’s AOCs:

- No action
- Use of institutional controls
- Use of engineering controls
- In situ treatment
- Excavation and off-site disposal

### 4.2.1 AOC 1: Former Laundry Building

Previous investigations detected PCE, TCE, and cis-1,2-DCE in soil, groundwater, and/or soil vapor in the northeast area of the former laundry building (MFA, 2015, 2018c).

#### 4.2.1.1 Alternative 1.1—No Action

Typical ABCA reports include the evaluation and analysis for a broad range of alternatives, including a no-action alternative. The no-action alternative usually serves as a benchmark against which the all other actions are compared. Under this alternative, soil and groundwater that exceeds IHSs protective of potential future residents and occupational site users will be left in place.

#### 4.2.1.2 Alternative 1.2—Vapor Barrier and Monitored Natural Attenuation

Under Alternative 1.2, soil and groundwater that exceed the MTCA SLs would be left in place; however, engineering and institutional controls would be used to mitigate residual risk on the Property. Engineering controls would include installation of a retrofitted vapor barrier system. Institutional controls in the form of an environmental covenant or deed restriction would be recorded with the Property deed. The document would likely include the following requirements:

- Groundwater at the Site will not be extracted for drinking water, industrial use, or other purposes.
- A performance monitoring plan will be prepared to outline groundwater sampling activities as well as indoor air sampling requirements.

This alternative would include the following:

- An assessment of the existing building slab to confirm its integrity and/or implementation of site controls to ensure that the integrity of the former laundry building slab is preserved.
- Placement of a retrofitted vapor barrier, if it is determined that the building slab is not providing adequate protection against PCE and TCE impacts below the building.
- An assessment of indoor air quality in the former laundry building to confirm that impacts below the building are not volatilizing into indoor air.
- The groundwater will continue to be sampled as part of a monitored natural attenuation (MNA) program for the AOC.

Note, one of the Port's tenants has near-term plans to remodel the Former Laundry Building. As such, Alternative 1.2 may be implemented as an interim action with potential follow-up work to address source contamination in the future.

#### 4.2.1.3 Alternative 1.3—In Situ Bioremediation Injections

Under Alternative 1.3, the impacted soil and groundwater that exceeds the MTCA screening criteria would be treated by in situ bioremediation injections.

An in situ bioremediation program could be implemented to reduce the solvent concentrations in the soil and groundwater. This can be accomplished by injecting amendments directly into the ground around the building footprint (in the vicinity of GP8). A combination of amendments could be designed to enhance degradation of chlorinated ethenes through biotic and abiotic processes. This program would be designed to utilize anaerobic biodegradation of the existing chlorinated compounds through the enhanced reductive dechlorination (ERD) process. ERD is the primary anaerobic biological process by which problematic chlorinated solvents such as PCE, TCE, cis-1,2-DCE and vinyl chloride in groundwater are biologically transformed into less harmful end products such as ethene.

This alternative would use direct-push technology and a high-pressure pneumatic pump. Semiannual performance monitoring data would inform progress for the remaining PCE/TCE in the groundwater.

## 4.2.2 AOC 2: Power House Building

Heavy oils and cPAHs in the shallow soil and groundwater were detected in locations immediately north and northeast of the Power House building. Impacts appear to be fairly localized to the area immediately to the north and northeast of the Power House, but additional soil and groundwater impacts may be present underneath the building, particularly under the diesel ASTs.

### 4.2.2.1 Alternative 2.1—No Action

The no-action alternative is described above in Section 4.2.1.1.

### 4.2.2.2 Alternative 2.2—Soil Management Plan

Under Alternative 2.2, a soil management plan (SMP) would be prepared to address heavy oils and cPAHs present in shallow soil. Since AOC 2 is primarily paved with asphalt, the existing impervious surface is acting as a protective cap. An SMP would be prepared and implemented to guide any future construction activities that might disturb the soil (and groundwater) in the area.

The SMP would outline the location and proper handling and disposal of impacted soil during any potential redevelopment (or other construction activities). The impacted soil (and groundwater) would be addressed at the time of construction or redevelopment.

### 4.2.2.3 Alternative 2.3—Excavation with Off-site Disposal and Amended Backfill

Alternative 2.3 includes near surface soil excavation and backfilling with an amended soil material. The contaminated near surface soil would be removed by excavation. For the purposes of this ABCA, it is assumed that the AOC would be excavated to 6.5 feet bgs (depth to groundwater) so that the in situ bioremediation treatment is most effective. The backfill material would be amended (mixed) with a controlled-release oxygen product in order to address any residual contamination that may remain beyond the excavation (or beneath the existing building). The controlled-release oxygen product would accelerate the biodegradation of petroleum hydrocarbons in the AOC. Semiannual performance monitoring data would be collected to monitor for petroleum degradation progress in the groundwater.

## 4.2.3 AOC 3: Lead in Soil

Concentrations of lead exceeding the MTCA Method A CUL were identified in soil near some of the historic buildings on the campus. This investigation focused specifically on the Trevennen, Coleman, and Denny buildings because they are scheduled for renovation before other historical buildings on the Property (MFA, 2018c).

Additional characterization of the lateral and vertical extent of impacts to the soil surrounding the buildings was conducted to help guide any future redevelopment actions in those areas of the Property. The lead impacts above MTCA Method A CULs surrounding historical buildings appear to be localized in both vertical and lateral extent, with concentrations decreasing with depth and distance from the buildings. Based on the observed soil impacts, it is assumed that the historical buildings are the source of lead soil contamination (e.g., lead paint used on buildings).

#### 4.2.3.1 Alternative 3.1—No Action

The no action alternative is described above in Section 4.2.1.1.

#### 4.2.3.2 Alternative 3.2—Soil Management Plan

Under Alternative 3.2, an SMP would be prepared to address lead impacts in shallow soil. The SMP would guide the soil handling and disposal during future construction activities (which might encounter contaminants in the subsurface). The SMP would outline the location and proper handling and disposal of shallow soil with lead-impacts during the construction activities at the site. The SMP would also address the potential hazardous building materials and removal of existing lead impacts on the historical building exteriors during redevelopment to eliminate a contributing source to the surrounding shallow soil.

The SMP would guide and outline the proper procedures so that as these historic buildings on campus are redeveloped and the lead-impacted shallow surface soils are properly handled and disposed of.

#### 4.2.3.3 Alternative 3.3—Excavation and Off-site Disposal

Alternative 3.3 assumes that these hot spots with elevated lead levels in soil will be excavated and disposed of off-site (at a permitted landfill) initially, prior to the redevelopment of any historic buildings. For the purposes of this ABCA, it is assumed that an average excavation depth of 1.5-foot bgs would be needed around the exterior of the buildings with known impacts (specifically near the Trevennen, Coleman, and Denny buildings). Confirmation soil samples during excavation would be collected to ensure that lead impacts above MTCA Method A CULs are removed.

This alternative also assumes that the existing lead impacts on the historical building exteriors will be removed during redevelopment to eliminate a contributing source to the surrounding shallow soil. This alternative assumes that the surrounding soil will be excavated to approximately 1.5 feet bgs around the building exteriors and that confirmation soil samples will be collected during the excavation process to ensure that lead impacts above MTCA Method A CULs have been thoroughly removed.

It is recommended to screen for additional/potential lead impacts adjacent to other buildings on the Property through the collection of exterior paint samples and shallow soil samples. The number of exterior paint and shallow soil samples should be representative of the size of the building.

## 4.2.4 AOC 4: Arsenic in Soil

As described above, AOC 4 is focused on the arsenic-impacted shallow soil found near the former Ward Building and athletic field areas. Two samples in the athletic field also contained elevated lead concentrations and will be included in the proposed remedy for AOC 4.

The approximate horizontal extent of contamination is shown on Figure 3-6. It is assumed that the contamination extends to approximately 1 foot bgs in these areas. Additional characterization may be needed (below 1.5 feet) in the athletic field and former Ward building areas.

### 4.2.4.1 Alternative 4.1—No Action

The no action alternative is described above in Section 4.2.1.1.

### 4.2.4.2 Alternative 4.2—Soil Management Plan

Alternative 4.2 includes the preparation of an SMP, similar to the previously described alternatives.

### 4.2.4.3 Alternative 4.3—Hot-Spot Excavation and Off-site Disposal

Alternative 4.3 includes the excavation and off-site disposal of arsenic-impacted soil, similar to the alternative for lead described above in Section 4.2.3.3. However, Alternative 4.3 assumes an average excavation depth of 1 foot bgs. The impacted surface soils in the former Ward Building area and athletic field would be removed and disposed of off site, eliminating the direct-contact exposure risk.

# 5 EVALUATION OF REMEDIAL ALTERNATIVES

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All remedial cleanup options should be verified to meet the MTCA threshold requirements before being considered as a cleanup action. Any cleanup alternatives considered should provide for a reasonable restoration time frame. Under MTCA, the most practicable permanent solution should be used as the baseline against which other alternatives are compared.

Several cleanup alternatives were evaluated based on the following criteria: effectiveness, reliability, implementability, risk, sustainability, and cost. Per USEPA guidelines (USEPA, 2018), this ABCA also considers the resilience to address potential adverse impacts caused by extreme weather events. There is minimal risk of severe weather events or climate change impacts to any of the proposed remedial actions. The Property is in an area of relatively low geological hazard risk. The AOCs are located outside of the 100-year floodplain and the Property is located inland and is not directly at risk from sea level rise. The cost estimates are conceptual with a precision of +50%/-30% (USEPA, 2000). Table 5-1 provides a cost comparison summary.

## 5.1 AOC 1: Former Laundry Building

### 5.1.1 Alternative 1.1—No Action

Under this alternative, soil and groundwater exceeding CULs will be left in place.

**Effectiveness:** Alternative 1.1 does not eliminate the potential for Site users to come into direct contact with contaminated soil or groundwater, nor does it protect Site users from exposure to soil gas vapors migrating to indoor air.

**Long-term Reliability:** Alternative 1.1 does not remove contamination or eliminate human or ecological exposure pathways, and therefore is unreliable in the long-term.

**Implementability:** Alternative 1.1 is considered easy to implement as it requires no action.

**Implementation Risk:** Alternative 1.1 implementation risk is low because no construction activities are conducted.

**Sustainability:** Alternative 1.1 is not sustainable in that contaminated groundwater and soils remain in place and will have continued potential to produce vapors that could enter indoor air.

**Cost:** the cost estimate to implement this alternative is assumed to be \$0.

### 5.1.2 Alternative 1.2—Vapor Mitigation and MNA

Under Alternative 1.2, soil and groundwater that exceed CULs would remain in place. As described above (Section 4.2.1.2), institutional and engineering controls would be used to mitigate residual risk in the AOC with the installation of a retrofitted vapor barrier system, performance monitoring, and a land use restriction (or environmental covenant, zoning designations, and/or building permit requirements may be recorded). Groundwater at the Property would not be extracted for drinking water, industrial use, or other purposes.

**Effectiveness:** This proposed alternative will be effective because engineering controls eliminate the indoor air pathway, and institutional and engineering controls reduce the potential for Property users to come into direct contact with contaminated soil, groundwater, or harmful soil gas vapors.

**Long-term Reliability:** A restrictive covenant would be recorded on the Property that would prohibit the use of groundwater as a drinking water source. Alternative 1.2 is protective of potential soil gas vapors in the former laundry building and will include MNA.

**Implementability:** Both proposed alternatives are considered relatively easy to implement because they utilize available contractors and materials.

**Implementation Risk:** The implementation risk is low for both alternatives (Alternative 1.1 would be a lower implementation risk since it involves no action). Under Alternative 1.2, subcontractors hired to install the vapor barrier system will be current with their U.S. Occupational Safety and Health

Administration 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training. Work would be performed under a site-specific health and safety plan.

**Sustainability:** The proposed alternative is sustainable. Alternative 1.2 relies on an engineered system but assumes that natural processes will occur in the subsurface that decrease contamination in the subsurface over time.

**Cost:** the cost estimate to implement this alternative is approximately \$367,000. See Table 5-2 for the detailed cost estimate.

### 5.1.3 Alternative 1.3—In Situ Bioremediation

Under Alternative 1.3, soil and groundwater that exceed CULs would be treated by an in situ bioremediation program. In situ injections and bioremediation products would be used to treat residual contamination within the AOC with the injection of amendments specifically designed to reduce the chlorinated solvent concentrations. Performance monitoring would also be required/completed to evaluate the injection program and determine if follow-up treatment is required.

For the purposes of the cost estimate, one injection event is assumed to be sufficient to address the residual contamination in the area. It may require multiple injection events. Groundwater monitoring will be conducted in the vicinity to verify the effectiveness of the treatment system.

**Effectiveness:** This proposed alternative is judged to be effective because it will eliminate the source contamination. This would eliminate the potential for Property users to come into direct contact with contaminated soil, groundwater, or harmful soil gas vapors. Alternative 1.3 is judged to be equally effective as Alternative 1.2 and more effective than Alternative 1.1.

**Long-term Reliability:** A restrictive covenant would be recorded on the Property that would prohibit the use of groundwater as a drinking water source. However, only Alternatives 1.2 and 1.3 are protective of potential soil gas vapors in the former laundry building and will include MNA. Alternative 1.3 will eliminate the source of contamination and, as a result, is judged to be more reliable in the long-term than Alternatives 1.1 and 1.2 (Alternative 1.2 is judged to be more reliable than Alternative 1.1 in the long-term).

**Implementability:** All three proposed alternatives are considered relatively easy to implement because they utilize available contractors and materials. Alternative 1.2 requires access to the existing building slab/foundation during redevelopment. Alternative 1.3 requires additional permits to inject the remediation product(s). Therefore, Alternative 1.1 would be the easiest to implement followed by Alternatives 1.2 and 1.3, respectively.

**Implementation Risk:** The implementation risk is low for all three alternatives (Alternative 1.1 would be a lower implementation risk since it involves no action, followed by Alternative 1.2). Under Alternative 1.2, subcontractors hired to perform the injections will be current with HAZWOPER certification. Work would be performed under a site-specific health and safety plan. The same criteria

that applies to Alternative 1.2. However, Alternative 1.3 has some increased implementation risks due to permitting requirements and potential underground utilities in the vicinity of the AOC.

**Sustainability:** All three proposed alternatives are sustainable. Alternative 1.2 relies on an engineered system but also on natural processes to decrease contamination in the subsurface over time. Alternative 1.3 reduces source contamination in place. Therefore, Alternative 1.3 is judged to be more sustainable than the other two alternatives.

**Cost:** the cost estimate to implement this alternative is approximately \$356,000. See Table 5-3 for the detailed cost estimate.

## 5.2 AOC 2: Power House Building

As described above (Section 4.2.2), the shallow surface soils directly north and northeast of the Power House Building are impacted with heavy oils and cPAHs. Impacts appear to be fairly localized, but additional soil and groundwater impacts may be present underneath the building, particularly under the diesel ASTs.

### 5.2.1 Alternative 2.2—Soil management plan

Alternative 2.2 assumes that an SMP (or incorporated into the SMP for AOCs 3 and/or 4, described in Sections 5.3.1 and 5.4.1, if selected as the preferred alternative for AOCs 3 and/or 4) would be prepared as described in Section 4.2.3.2.

The existing asphalt will serve as a protective cap against direct contact with impacted soils. The SMP would be prepared for use by contractors or site workers that needed to disturb the subsurface for any reason. This SMP will outline the location and the proper handling and disposal of soil from the area.

**Effectiveness:** The asphalt cap breaks the direct contact risk and is protective of human health and the environment. The SMP would outline protocols for safely handling impacted soils when working in the subsurface within this AOC. However, impacted soil with elevated concentrations of IHSs would remain in place. Alternative 2.2 would be effective in achieving the goals of reduction of health risks and facilitating the redevelopment of the site.

**Long-term Reliability:** The Port's redevelopment plan will include institutional controls (i.e., environmental covenant or deed restriction) that will prevent use of Property groundwater. The existing cap and proposed SMP will prevent site workers and visitors from contacting potentially impacted soil beneath the surface. This alternative is judged to be reliable in the long-term.

**Implementability:** This alternative is considered easy to implement because the asphalt is already in place and does not require any construction.

**Implementation Risk:** The implementation risk is low. Under Alternative 2.2, an SMP would be developed for use by workers/visitors to prevent exposure to contamination in the shallow surface soils.

**Sustainability:** The proposed alternative is sustainable. Alternative 2.2 relies on institutional controls (i.e., environmental covenant or deed restriction) and an SMP to prevent exposure over time.

**Cost:** the cost estimate to implement this alternative is approximately \$54,000. This cost includes a Property-wide SMP and may include additional AOCs. See Table 5-4 for detailed cost estimate.

## 5.2.2 Alternative 2.3—Excavation with Off-site Disposal and Treatment

Under Alternative 2.3, soil containing IHSs at concentrations above CULs would be excavated and disposed of at an off-site permitted landfill. For the purposes of this ABCA, it is assumed that the excavation (immediately north and northeast of the Power House Building) would be 6.5 feet bgs. The horizontal extent of excavation is shown on Figure 3-2. Documentation soil samples would be collected from the sidewalls and bottom of the excavation. In order to address any potential residual contamination that may remain in place after the excavation (either beneath the building or in nearby utility trenches/corridors), an in situ bioremediation product would be added/mixed in with the clean backfill. An oxygen release product would be used to improve (oxidize) subsurface conditions and promote biological breakdown of petroleum hydrocarbons in the soil and groundwater. Follow-up groundwater/performance monitoring would be performed.

**Effectiveness:** Successful removal of the impacted soil with elevated concentrations of IHSs would eliminate the potential for human exposure. Some O&M monitoring may be required depending on how much material is successfully removed. Alternative 2.3 would be effective in achieving the goals of reduction of health risks associated with impacted soils and groundwater. Since Alternative 2.3 actively removes and treats source contamination, it is judged to be more effective than Alternative 2.2.

**Long-term Reliability:** Alternative 2.3 will remove the localized area of impacted soil, while Alternative 2.2 will simply manage the site operations. Both alternatives 2.2 and 2.3 are reliable in the long-term, but Alternative 2.3 is judged to be more reliable since it permanently addresses the impacts.

**Implementability:** The proposed alternatives are considered relatively easy to implement because they utilize available contractors and materials. Alternative 2.2 and 2.1 are judged to be easier to implement than Alternative 2.3, which requires more construction and disturbance to the subsurface.

**Implementation Risk:** The implementation risk is relatively low for all three alternatives. Under Alternative 2.3, subcontractors hired to conduct the excavation will be current with HAZWOPER certification and the work would be performed under a site-specific health and safety plan. There is greater implementation risk associated with Alternative 2.3 when compared to the other two alternatives.

**Sustainability:** Alternative 2.3 involves earthwork and construction that require use of heavy equipment and transportation of excavated soils and backfill. These actions have increased air emissions, including greenhouse gas emissions, and greater impact on the landscape on the Property and off-site landfill than Alternatives 2.1 and 2.2.

**Cost:** the cost estimate to implement this alternative is approximately \$455,000. See Table 5-5 for detailed cost estimate.

### 5.3 AOC 3: Lead in Soil

#### 5.3.1 Alternative 3.2—Soil Management Plan

Under Alternative 3.2, an SMP would be prepared (or incorporated into the SMP for AOCs 2 and/or 4, described in Sections 5.2.1 and 5.4.1, if selected as the preferred alternative for AOCs 2 and/or 4) to guide soil handling and disposal during future construction activities (which might encounter contaminants in the subsurface). The SMP would outline the location and proper handling and disposal of shallow soil with lead-impacts during the construction activities at the site. The SMP would also address the potential hazardous building materials and removal of existing lead impacts on the historical building exteriors during redevelopment to eliminate a contributing source to the surrounding shallow soil.

Prior to demolition/renovation of the existing building(s), an SMP would be prepared for use by contractors. This SMP would outline the location and the proper handling and disposal of soil, groundwater, and hazardous building materials during construction activities at the Property.

**Effectiveness:** The SMP would outline protocols for safely handling impacted soils when working or redeveloping any buildings within this AOC. However, impacted soil with elevated concentrations of IHSs would remain in place until the buildings are redeveloped. Prior to redevelopment, there is potential for human exposure. For the purposes of this ABCA, it is assumed that the SMP would be strictly followed by staff and property residents/visitors, thus eliminating the potential for human exposure, and requiring no long-term O&M monitoring. Alternative 3.2 would be effective in achieving the goals of reduction of health risks and facilitating the redevelopment of the site.

**Long-term Reliability:** The Port's redevelopment plan will include institutional controls (i.e., environmental covenant or deed restriction) that will prevent use of Property groundwater. The SMP will prevent site workers and visitors from contacting potentially impacted soil until the buildings are redeveloped. This alternative is judged to be reliable in the long-term.

**Implementability:** This alternative is considered relatively easy to implement because it does not require any upfront construction.

**Implementation Risk:** The implementation risk is low. Under Alternative 3.2, an SMP would be developed and followed by worker/visitor to prevent exposure to contamination in the shallow surface soils.

**Sustainability:** The proposed alternative is sustainable. Alternative 3.2 relies on institutional controls (i.e., environmental covenant or deed restriction) and an SMP to prevent exposure over time.

**Cost:** the cost estimate to implement this alternative is approximately \$54,000. See Table 5-4 for detailed cost estimate.

## 5.3.2 Alternative 3.3—Excavation and Off-site Disposal

Under Alternative 3.3, soil containing IHSs at concentrations above CULs would be excavated and disposed of at an off-site permitted landfill. For the purposes of this ABCA, it is assumed that an average excavation depth of 1.5-feet bgs would be needed around the building exteriors. Confirmation soil samples during excavation would be collected to ensure that lead impacts above MTCA Method A CULs are addressed.

**Effectiveness:** Successful removal of the impacted soil with elevated concentrations of IHSs would eliminate the potential for human exposure and would require no long-term O&M monitoring. Alternative 3.3 would be effective in achieving the goals of reduction of health risks and facilitating the redevelopment of the site. Alternative 3.3 is judged to be more effective than Alternative 3.2.

**Long-term Reliability:** The Port's redevelopment plan will include institutional controls that will prevent use of Property groundwater (i.e., environmental covenant or deed restriction). Alternative 3.3 will permanently remove the hot spots with impacted soil, while Alternative 3.2 will simply manage the site operations. Both alternatives 3.2 and 3.3 are reliable in the long-term, but Alternative 3.3 is judged to be more reliable than the other alternatives. However, if excavation and off-site disposal occur prior to the renovation of the buildings' exterior, the long-term reliability and effectiveness (since lead-based paint is a potential source for recontamination of surface soils) is reduced.

**Implementability:** All three proposed alternatives are considered relatively easy to implement because they utilize available contractors and materials. Alternative 3.2 and 3.1 are judged to be easier to implement than Alternative 3.3.

**Implementation Risk:** The implementation risk is relatively low for all three alternatives. Under Alternative 3.3, subcontractors hired to conduct the excavation would be current with HAZWOPER certification, and the work would be performed under a site-specific health and safety plan. There is greater implementation risk associated with Alternative 3.3 when compared to the other two alternatives.

**Sustainability:** Alternative 3.3 involves earthwork and construction that require use of heavy equipment and transportation of excavated soils and backfill. These actions have increased air emissions, including greenhouse gas emissions, and greater impact on the landscape on the Property and off-site landfill than Alternatives 3.1 and 3.2.

**Cost:** the cost estimate to implement this alternative is approximately \$98,000. See Table 5-6 for detailed cost estimate.

## 5.4 AOC 4: Arsenic in Soil

### 5.4.1 Alternative 4.2—Soil Management Plan

Under Alternative 4.2, an SMP will be prepared (or incorporated into the SMP for AOCs 2 and/or 3, described in Sections 5.2.1 and 5.3.1, if selected as the preferred alternative for AOCs 2 and/or 3) to

guide soil handling and disposal during future construction activities (as described for the previous alternative). The SMP will outline the location and proper handling and disposal of shallow soil with metals impacts during any construction activities within AOC 4.

**Effectiveness:** The SMP will outline protocols for safely handling impacted soils near the athletic field and former Ward Building areas. However, impacted soil with elevated concentrations of IHSs will remain in place (unless removed in the future), allowing potential human exposure. For the purposes of this ABCA, it is assumed that the SMP would be strictly followed by staff and property residents/visitors, thus eliminating the potential for human exposure. It could require some long-term O&M monitoring (maintain vegetated lawn to prevent soil exposure/erosion). However, it's worth highlighting the fact that this AOC contains an active athletic field and is used frequently by site visitors/workers. Alternative 4.2 would be effective in achieving the goals of reduction of health risks and facilitating the redevelopment of the site (although less effective than other, more aggressive, options).

**Long-term Reliability:** In theory, the SMP will prevent site workers and visitors from contacting potentially impacted soil. However, a portion of this AOC is located in an active athletic field and there is a high likelihood that site users will contact shallow surface soils in this area. This alternative is judged to be less reliable in the long term.

**Implementability:** This alternative is considered easy to implement.

**Implementation Risk:** The implementation risk is low. Under Alternative 4.2, the SMP would be developed and followed by worker/visitor to prevent exposure to contamination in the shallow surface soils.

**Sustainability:** The proposed alternative is sustainable. Alternative 4.2 relies on institutional controls and an SMP to prevent exposure over time.

**Cost:** the cost estimate to implement this alternative is approximately \$54,000. See Table 5-4 for detailed cost estimate.

#### 5.4.2 Alternative 4.3—Excavation and Off-site Disposal

Under Alternative 4.3, soil containing IHSs at concentrations above CULs would be excavated and disposed of at an off-site permitted landfill. For the purposes of this ABCA, it is assumed that a depth of 1 foot bgs would be excavated in the areas shown on Figure 3-6. Confirmation soil samples would be collected during the excavation to ensure that lead impacts above MTCA Method A CULs are addressed.

**Effectiveness:** Successful removal of the impacted soil with elevated concentrations of IHSs would eliminate the potential for human exposure and would require no long-term O&M monitoring. Alternative 4.3 would be effective in achieving the goals of reduction of health risks and facilitating the redevelopment of the site. Alternative 4.3 is judged to be more effective than Alternative 4.2.

**Long-term Reliability:** Alternative 4.3 will permanently remove the impacted shallow soils within AOC 4, while Alternative 4.2 will attempt to manage the site operations. Alternative 4.3 is judged to be more reliable than the other alternatives.

**Implementability:** All three proposed alternatives are considered relatively easy to implement because they utilize available contractors and materials. Alternative 4.2 and 4.1 are judged to be easier to implement than Alternative 4.3.

**Implementation Risk:** The implementation risk is relatively low for all three alternatives. Under Alternative 4.3, subcontractors hired to conduct the excavation will be current with HAZWOPER certification, and the work would be performed under a site-specific health and safety plan. There is greater implementation risk associated with Alternative 4.3 when compared to the other two alternatives.

**Sustainability:** Alternative 4.3 involves earthwork and construction that require use of heavy equipment and transportation of excavated soils and backfill. These actions have increased air emissions, including greenhouse gas emissions, and greater impact on the landscape on the Property and off-site landfill than Alternatives 4.1 and 4.2.

**Cost:** the cost estimate to implement this alternative is approximately \$270,000. See Table 5-7 for detailed cost estimate.

## **6** PREFERRED BROWNFIELDS REMEDIAL ALTERNATIVE

A discussion of the recommended remedial alternative for each AOC is provided below.

**AOC 1: Former Laundry Building**—Based on the concentrations of PCE in groundwater and near the former laundry building, there are no immediate risks of exposure. However, because of the soil gas vapor exceedance and the upcoming renovation of this building to support classrooms, an interim action is recommended. Alternative 1.2 is the preferred alternative for AOC 1 because the Retro-Coat vapor barrier system could be installed concurrently with redevelopment and would be protective of soil gas vapors and indoor air. A sampling program would also be implemented to evaluate the performance of the system.

As an added protection, the Port could elect to also implement the in situ injection program described under Alternative 1.3. This would expedite the reduction of contamination in the source area, ensure that there is no soil gas vapor intrusion in the future, and eventually eliminate the need for continued monitoring.

**AOC 2: Power House Building**—MFA recommends Alternative 2.2 for the Power House Building. The existing asphalt surface will continue to act as a protective cap against direct contact and an SMP will be developed to protect against any future exposure due to construction activities in the vicinity.

**AOC 3: Lead in Soil**—For the lead-impacted surface soils (associated with historic buildings), MFA recommends including these areas under a Property-wide SMP. It is assumed that the SMP would be strictly followed by staff and property residents/visitors, thus eliminating the potential for human exposure. As the historic buildings are renovated and remodeled, the SMP can be referenced. It will provide guidance and protocols for the Contractor to properly handle the contaminated materials (metals-impacted soil and potentially hazardous building materials).

**AOC 4: Arsenic in Soil**—MFA recommends targeted hot-spot excavation of the impacted surface soils near the former Ward Building and athletic field areas. Although this area could be covered under the Property-wide SMP, the direct contact exposure risk relative to the cost, implementability, and effectiveness of the excavation remedy merit conducting this as an interim action. Alternatively, the athletic field portion could be addressed (excavated) separately while the Ward Building area is covered under the Property-wide SMP, thus reducing the overall cost for AOC 4.

**AOC 5: Property-wide Metals**—MFA recommends additional characterization of arsenic concentration in soil near GP36 and throughout the Property to identify the presence or absence of any other localized impacts and additional monitoring and characterization of arsenic in groundwater.

Additional analysis (i.e., NEBA) may be warranted to further evaluate AOC 5 and associated risks versus environmental benefit. These remedial cleanup options were developed to a conceptual level. Remedial designs should be completed before implementation of any interim actions or selection of any final cleanup options.

## LIMITATIONS

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The services undertaken in completing this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This report is solely for the use and information of our client unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this report.

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# TABLES



**Table 5-1**  
**Cost Estimate Summary**  
**Former Northern State Hospital Analysis of Brownfield Cleanup Alternatives**  
**Port of Skagit**  
**Sedro-Woolley, Washington**

<b>Location:</b>	Northern State Hospital Sedro-Woolley, WA	<b>Description:</b>	Comparison of the total costs for the proposed alternatives for AOCs 1 through 4. These costs are prepared at the feasibility study level (-35% to +50%) per EPA guidance.	
<b>Phase:</b>	Feasibility Study (-35% to +50%)			
<b>Base Year:</b>	2018			
<b>Date:</b>	October 2008			
<b>DESCRIPTION</b>	<b>TOTAL NET PRESENT VALUE</b>	<b>INCREMENTAL COST</b>	<b>COST TABLE REFERENCE</b>	
<b>AOC 1</b>				
Alternative 1.1	\$0	-\$356,000	--	
Alternative 1.2	\$367,000	\$11,000	Table 5-2	
Alternative 1.3	\$356,000	Baseline Cost	Table 5-3	
<b>AOC 2</b>				
Alternative 2.2	\$54,000	-\$401,000	Table 5-4	
Alternative 2.3	\$455,000	Baseline Cost	Table 5-5	
<b>AOC 3</b>				
Alternative 3.2	\$54,000	-\$44,000	Table 5-4	
Alternative 3.3	\$98,000	Baseline Cost	Table 5-6	
<b>AOC 4</b>				
Alternative 4.2	\$54,000	-\$216,000	Table 5-4	
Alternative 4.3	\$270,000	Baseline Cost	Table 5-7	
NOTE: AOC = area of concern.				

**Table 5-2**  
**Alternative 1.2 Cost Estimate**  
**Former Northern State Hospital Analysis of Brownfield Cleanup Alternatives**  
**Port of Skagit**  
**Sedro-Woolley, Washington**

<b>Location:</b> Northern State Hospital Sedro-Woolley, WA <b>Phase:</b> Feasibility Study (-35% to +50%) <b>Base Year:</b> 2018 <b>Date:</b> September 2018	<b>Description:</b> Alternative 1.2 includes the installation of a vapor barrier mitigation system (and monitored natural attenuation) as part of the former laundry building redevelopment. This system will protect against soil gas vapor intrusion.			
<b>CAPITAL COSTS</b>				
Item	Quantity	Unit	Unit Cost	Cost
<b>Site Preparation</b>				
Mobilization/demobilization	1	LS	\$ 10,000	\$ 10,000
<b>Vapor Barrier Mitigation System</b>				
Retro-Coat™	14,800	SF	\$ 8	\$ 118,400
<b>Institutional Controls</b>				
Preparation of environmental covenant	1	LS	\$ 6,000	\$ 6,000
Signage to warn of hazardous materials	1	LS	\$ 2,000	\$ 2,000
<b>Contingency</b>	20%	--	--	\$ 27,280
<b>Planning Documents</b>				
Compliance Monitoring Plan, Sampling and Analysis Plan, Health and Safety Plan	1	LS	\$ 12,000	\$ 12,000
<b>Professional/Technical Services</b>				
Project management	8%	--	--	\$ 13,094
Remedial design	15%	--	--	\$ 24,552
Construction management	10%	--	--	\$ 16,368
<b>TOTAL CAPITAL COSTS</b>				<b>\$ 229,694</b>
<b>ANNUAL O&amp;M COSTS</b>				
Item	Quantity	Unit	Unit Cost	Cost
<b>Compliance Monitoring</b>				
Annual monitoring (Groundwater and indoor air)	1	EA	\$ 10,000	\$ 10,000
<b>Professional/Technical Services</b>				
Project management	10%	--	--	\$ 1,000
Technical support	10%	--	--	\$ 1,000
Reporting	1	LS	\$ 3,000	\$ 3,000
<b>TOTAL ANNUAL O&amp;M COSTS</b>				<b>\$ 15,000</b>
<b>PERIODIC COSTS</b>				
Item	Quantity	Unit	Unit Cost	Cost
<b>Professional/Technical Services</b>				
Five-year reviews and reporting	1	LS	\$ 5,000	\$ 5,000

**Table 5-2**  
**Alternative 1.2 Cost Estimate**  
**Former Northern State Hospital Analysis of Brownfield Cleanup Alternatives**  
**Port of Skagit**  
**Sedro-Woolley, Washington**

<b>PRESENT VALUE ANALYSIS</b>						
Discount Rate		2.94%				
Total Years		10				
	<b>COST TYPE</b>	<b>YEAR</b>	<b>TOTAL COST</b>	<b>TOTAL COST PER YEAR</b>	<b>DISCOUNT FACTOR</b>	<b>NET PRESENT VALUE</b>
Capital		0	\$ 229,694	\$ 229,694	1.000	\$ 229,694
Annual O&M		1 - 10	\$ 150,000	\$ 15,000	8.556	\$ 128,346
Periodic		5	\$ 5,000	\$ 5,000	0.865	\$ 4,326
Periodic		10	\$ 5,000	\$ 5,000	0.748	\$ 3,742
			<u>\$ 389,694</u>			<u>\$ 366,108</u>
<b>TOTAL NET PRESENT VALUE OF PREFERRED ALTERNATIVE</b>						<b>\$ 367,000</b>
Present value analysis uses a discount rate of 2.94 percent (10-year treasury notes for wk of 9/10/2018).						
EA = each.						
LS = lump sum.						
O&M = operation and maintenance.						
SF = square feet.						

**Table 5-3**  
**Alternative 1.3 Cost Estimate**  
**Former Northern State Hospital Analysis of Brownfield Cleanup Alternatives**  
**Port of Skagit**  
**Sedro-Woolley, Washington**

<b>Location:</b> Northern State Hospital Sedro-Woolley, WA		<b>Description:</b> Alternative 1.3 includes in situ injections to treat the source of chlorinated solvent contamination beneath and adjacent to the former laundry building.			
<b>Phase:</b> Feasibility Study (-35% to +50%)					
<b>Base Year:</b> 2018					
<b>Date:</b> September 2018					
<b>CAPITAL COSTS</b>					
	Item	Quantity	Unit	Unit Cost	Cost
<b>Site Preparation</b>					
	Mobilization/demobilization	1	LS	\$ 10,000	\$ 10,000
<b>In Situ Bioremediation Injections</b>					
	3-D Microemulsion, BDI plus, and CRS	1	EA	\$ 34,000	\$ 34,000
	<b>Contingency</b>	20%	--	--	\$ 8,800
<b>Permitting</b>					
	Underground injection control program	1	LS	\$ 5,000	\$ 5,000
<b>Planning Documents</b>					
	Compliance Monitoring Plan, Sampling and Analysis Plan, Health and Safety Plan	1	LS	\$ 12,000	\$ 12,000
<b>Professional/Technical Services</b>					
	Project management	8%	--	--	\$ 4,224
	Remedial design	15%	--	--	\$ 7,920
	Construction management	10%	--	--	\$ 5,280
<b>TOTAL CAPITAL COSTS</b>					<b>\$ 87,224</b>
<b>ANNUAL O&amp;M COSTS</b>					
	Item	Quantity	Unit	Unit Cost	Cost
<b>Compliance Monitoring</b>					
	Quarterly monitoring (Groundwater and indoor air)	4	EA	\$ 12,000	\$ 48,000
<b>Professional/Technical Services</b>					
	Project management	10%	--	--	\$ 4,800
	Technical support	10%	--	--	\$ 4,800
<b>TOTAL ANNUAL O&amp;M COSTS</b>					<b>\$ 57,600</b>
<b>PERIODIC COSTS</b>					
	Item	Quantity	Unit	Unit Cost	Cost
<b>Professional/Technical Services</b>					
	Five-year reviews and reporting	1	LS	\$ 5,000	\$ 5,000

**Table 5-3**  
**Alternative 1.3 Cost Estimate**  
**Former Northern State Hospital Analysis of Brownfield Cleanup Alternatives**  
**Port of Skagit**  
**Sedro-Woolley, Washington**

<b>PRESENT VALUE ANALYSIS</b>						
Discount Rate		2.96%				
Total Years		5				
	<b>COST TYPE</b>	<b>YEAR</b>	<b>TOTAL COST</b>	<b>TOTAL COST PER YEAR</b>	<b>DISCOUNT FACTOR</b>	<b>NET PRESENT VALUE</b>
Capital		0	\$ 87,224	\$ 87,224	1.000	\$ 87,224
Annual O&M		1 - 5	\$ 288,000	\$ 57,600	4.585	\$ 264,093
Periodic		5	\$ 5,000	\$ 5,000	0.864	\$ 4,321
			<u>\$ 380,224</u>			<u>\$ 355,638</u>
<b>TOTAL NET PRESENT VALUE OF PREFERRED ALTERNATIVE</b>						<b>\$ 356,000</b>
Present value analysis uses a discount rate of 2.96 percent (5-year treasury notes for wk of 9/19/2018).						
EA = each.						
LS = lump sum.						
O&M = operation and maintenance.						

**Table 5-4**  
**Alternatives 2.2, 3.2, and 4.2 Cost Estimate**  
**Former Northern State Hospital Analysis of Brownfield Cleanup Alternatives**  
**Port of Skagit**  
**Sedro-Woolley, Washington**

<b>Location:</b> Northern State Hospital Sedro-Woolley, WA	<b>Description:</b> Alternatives 2.2, 3.2, and 4.2 include the preparation of an SMP. It is assumed that the SMP would be strictly followed by staff and property residents/visitors, thus eliminating the potential for human exposure. As the historic buildings are renovated and remodeled, the SMP can be referenced. It will provide guidance and protocols for the Contractor to properly handle the contaminated materials (metals-impacted soil and potentially hazardous building materials).				
<b>Phase:</b> Feasibility Study (-35% to +50%)					
<b>Base Year:</b> 2018					
<b>Date:</b> September 2018					
<b>CAPITAL COSTS</b>					
Item	Quantity	Unit	Unit Cost	Cost	
<b>Institutional Controls</b>					
Preparation of environmental covenant	1	LS	\$ 6,000	\$ 6,000	
Signage to warn of hazardous materials	1	LS	\$ 9,000	\$ 9,000	
<b>Planning Documents</b>					
Soil Management Plan (includes AOCs 2, 3, and 4)	1	LS	\$ 20,000	\$ 20,000	
<b>Professional/Technical Services</b>					
Project management	10%	--	--	\$ 1,500	
<b>TOTAL CAPITAL COSTS</b>				<b>\$ 36,500</b>	
<b>ANNUAL O&amp;M COSTS</b>					
Item	Quantity	Unit	Unit Cost	Cost	
<b>Annual O&amp;M</b>					
Site inspections (includes AOCs 2, 3, and 4)	1	LS	\$ 1,000	\$ 1,000	
<b>TOTAL ANNUAL O&amp;M COSTS</b>				<b>\$ 1,000</b>	
<b>PERIODIC COSTS</b>					
Item	Quantity	Unit	Unit Cost	Cost	
<b>Professional/Technical Services</b>					
Five-year reviews and reporting	1	LS	\$ 5,000	\$ 5,000	

**Table 5-4**  
**Alternatives 2.2, 3.2, and 4.2 Cost Estimate**  
**Former Northern State Hospital Analysis of Brownfield Cleanup Alternatives**  
**Port of Skagit**  
**Sedro-Woolley, Washington**

<b>PRESENT VALUE ANALYSIS</b>						
Discount Rate		2.94%				
Total Years		10				
	<b>COST TYPE</b>	<b>YEAR</b>	<b>TOTAL COST</b>	<b>TOTAL COST PER YEAR</b>	<b>DISCOUNT FACTOR</b>	<b>NET PRESENT VALUE</b>
Capital		0	\$ 36,500	\$ 36,500	1.000	\$ 36,500
Annual O&M		1 - 10	\$ 10,000	\$ 1,000	8.556	\$ 8,556
Periodic		5	\$ 5,000	\$ 5,000	0.865	\$ 4,326
Periodic		10	\$ 5,000	\$ 5,000	0.748	\$ 3,742
			\$ 56,500			\$ 53,124
<b>TOTAL NET PRESENT VALUE OF PREFERRED ALTERNATIVE</b>						<b>\$ 54,000</b>
Present value analysis uses a discount rate of 2.94 percent (10-year treasury notes for wk of 9/10/2018). AOC = area of concern. LS = lump sum. O&M = operation and maintenance. SMP = soil management plan. SY = square yards. YR = year. <sup>1</sup> Rounded to the nearest \$10,000.						

**Table 5-5**  
**Alternative 2.3 Cost Estimate**  
**Former Northern State Hospital Analysis of Brownfield Cleanup Alternatives**  
**Port of Skagit**  
**Sedro-Woolley, Washington**

<b>Location:</b> Northern State Hospital Sedro-Woolley, WA <b>Phase:</b> Feasibility Study (-35% to +50%) <b>Base Year:</b> 2018 <b>Date:</b> September 2018	<b>Description:</b> Alternative 2.3 includes the excavation of cPAH and heavy oil-impacted soil near the power house. The excavation will be backfilled with clean soil that is amended (thoroughly mixed) with an oxidizing bioremediation product. This in situ bioremediation will treat any contamination that remains in place after the excavation.			
<b>CAPITAL COSTS</b>				
Item	Quantity	Unit	Unit Cost	Cost
<b>Site Preparation</b>				
Mobilization/demobilization	1	LS	\$ 10,000	\$ 10,000
<b>Excavation and Disposal</b>				
Asphalt cutting, demolition, and disposal	2,600	SF	\$ 2	\$ 5,200
Excavation and soil management	626	CY	\$ 12	\$ 7,511
Assumes depth of 6.5 ft bgs				
Off-site waste transportation and disposal	1,080	TON	\$ 60	\$ 64,783
Documentation soil samples	11	EA	\$ 300	\$ 3,300
<b>Backfilling with In Situ Bioremediation Amendment and Repaving</b>				
Bioremediation amendment	1,500	lbs	\$ 20	\$ 30,000
Assumes use of ORC-A pellets mixed with clean backfill material				
Backfilling	720	CY	\$ 25	\$ 17,995
Includes import, placement, and compaction in 12" layers				
Aggregate base course	289	SY	\$ 5	\$ 1,338
Match existing conditions. For cost purposes, assumed crushed 3/4" stone base, compacted 3" deep				
Asphalt paving	289	SY	\$ 23	\$ 6,644
Procure and place hot mix asphalt, 4" in thickness				
<b>Contingency</b>	20%	--	--	\$ 14,398
<b>Planning Documents</b>				
Compliance Monitoring Plan, Sampling and Analysis Plan, Health and Safety Plan	1	LS	\$ 12,000	\$ 12,000
<b>Professional/Technical Services</b>				
Project management	8%	--	--	\$ 13,854
Remedial design	15%	--	--	\$ 25,975
Construction management	10%	--	--	\$ 17,317
<b>TOTAL CAPITAL COSTS</b>				<b>\$ 230,315</b>

**Table 5-5**  
**Alternative 2.3 Cost Estimate**  
**Former Northern State Hospital Analysis of Brownfield Cleanup Alternatives**  
**Port of Skagit**  
**Sedro-Woolley, Washington**

<b>ANNUAL O&amp;M COSTS</b>						
Item	Quantity	Unit	Unit Cost	Cost		
<b>Compliance Monitoring</b>						
Quarterly groundwater monitoring	4	EA	\$ 10,000	\$ 40,000		
<b>Professional/Technical Services</b>						
Project management	10%	--	--	\$ 4,000		
Technical support	10%	--	--	\$ 4,000		
<b>TOTAL ANNUAL O&amp;M COSTS</b>				<b>\$ 48,000</b>		
<b>PERIODIC COSTS</b>						
Item	Quantity	Unit	Unit Cost	Cost		
<b>Professional/Technical Services</b>						
Five-year reviews and reporting	1	LS	\$ 5,000	\$ 5,000		
<b>PRESENT VALUE ANALYSIS</b>						
Discount Rate	2.96%					
Total Years	5					
	COST TYPE	YEAR	TOTAL COST	TOTAL COST PER YEAR	DISCOUNT FACTOR	NET PRESENT VALUE
Capital		0	\$ 230,315	\$ 230,315	1.000	\$ 230,315
Annual O&M		1 - 5	\$ 240,000	\$ 48,000	4.585	\$ 220,077
Periodic		5	\$ 5,000	\$ 5,000	0.864	\$ 4,321
			<u>\$ 475,315</u>			<u>\$ 454,714</u>
<b>TOTAL NET PRESENT VALUE OF PREFERRED ALTERNATIVE</b>						<b>\$ 455,000</b>
Present value analysis uses a discount rate of 2.96 percent (5-year treasury notes for wk of 9/19/2018).						
CY = cubic yards.						
EA = each.						
ft bgs = feet below ground surface.						
lb = pound(s).						
LS = lump sum.						
O&M = operation and maintenance.						
ORC-A = oxygen release compound-advanced.						
SF = square feet.						
SY = square yards.						

**Table 5-6**  
**Alternative 3.3 Cost Estimate**  
**Former Northern State Hospital Analysis of Brownfield Cleanup Alternatives**  
**Port of Skagit**  
**Sedro-Woolley, Washington**

<b>Location:</b> Northern State Hospital Sedro-Woolley, WA		<b>Description:</b> Alternative 3.3 includes the excavation of metals-impacted soil (hot spots) near historic buildings. The excavation will be backfilled with clean topsoil.			
<b>Phase:</b> Feasibility Study (-35% to +50%)					
<b>Base Year:</b> 2018					
<b>Date:</b> September 2018					
<b>CAPITAL COSTS</b>					
Item	Quantity	Unit	Unit Cost	Cost	
<b>Site Preparation</b>					
Mobilization/demobilization	1	LS	\$ 8,000	\$	8,000
<b>Excavation and Disposal</b>					
Excavation and soil management	278	CY	\$ 12	\$	3,333
Excavation area	5,000	SF	--		
Assumes depth of 1.5 ft bgs					
Off-site waste transportation and disposal	479	TON	\$ 60	\$	28,750
Confirmation soil samples	60	EA	\$ 50	\$	3,000
<b>Backfilling and Restoration</b>					
Backfilling	319	CY	\$ 25	\$	7,986
Includes import, placement, and compaction in 12" layers					
Restoration	1	LS	\$ 1,500	\$	1,500
Hydroseeding					
<b>Contingency</b>	20%	--	--	\$	8,914
<b>Planning Documents</b>					
Compliance Monitoring Plan, Sampling and Analysis Plan, Health and Safety Plan	1	LS	\$ 12,000	\$	12,000
<b>Professional/Technical Services</b>					
Project management	8%	--	--	\$	5,879
Remedial design	15%	--	--	\$	11,023
Construction management	10%	--	--	\$	7,348
<b>TOTAL CAPITAL COSTS</b>				<b>\$</b>	<b>97,733</b>

**Table 5-6**  
**Alternative 3.3 Cost Estimate**  
**Former Northern State Hospital Analysis of Brownfield Cleanup Alternatives**  
**Port of Skagit**  
**Sedro-Woolley, Washington**

<b>PRESENT VALUE ANALYSIS</b>						
Discount Rate		NA				
Total Years		0				
	<b>COST TYPE</b>	<b>YEAR</b>	<b>TOTAL COST</b>	<b>TOTAL COST PER YEAR</b>	<b>DISCOUNT FACTOR</b>	<b>NET PRESENT VALUE</b>
Capital		0	\$ 97,733	\$ 97,733	1.000	\$ 97,733
			\$ 97,733			\$ 97,733
<b>TOTAL NET PRESENT VALUE OF PREFERRED ALTERNATIVE</b>						<b>\$ 98,000</b>
CY = cubic yards. EA = each. ft bgs = feet below ground surface. LS = lump sum. NA = not applicable. SF = square feet.						

**Table 5-7**  
**Alternative 4.3 Cost Estimate**  
**Former Northern State Hospital Analysis of Brownfield Cleanup Alternatives**  
**Port of Skagit**  
**Sedro-Woolley, Washington**

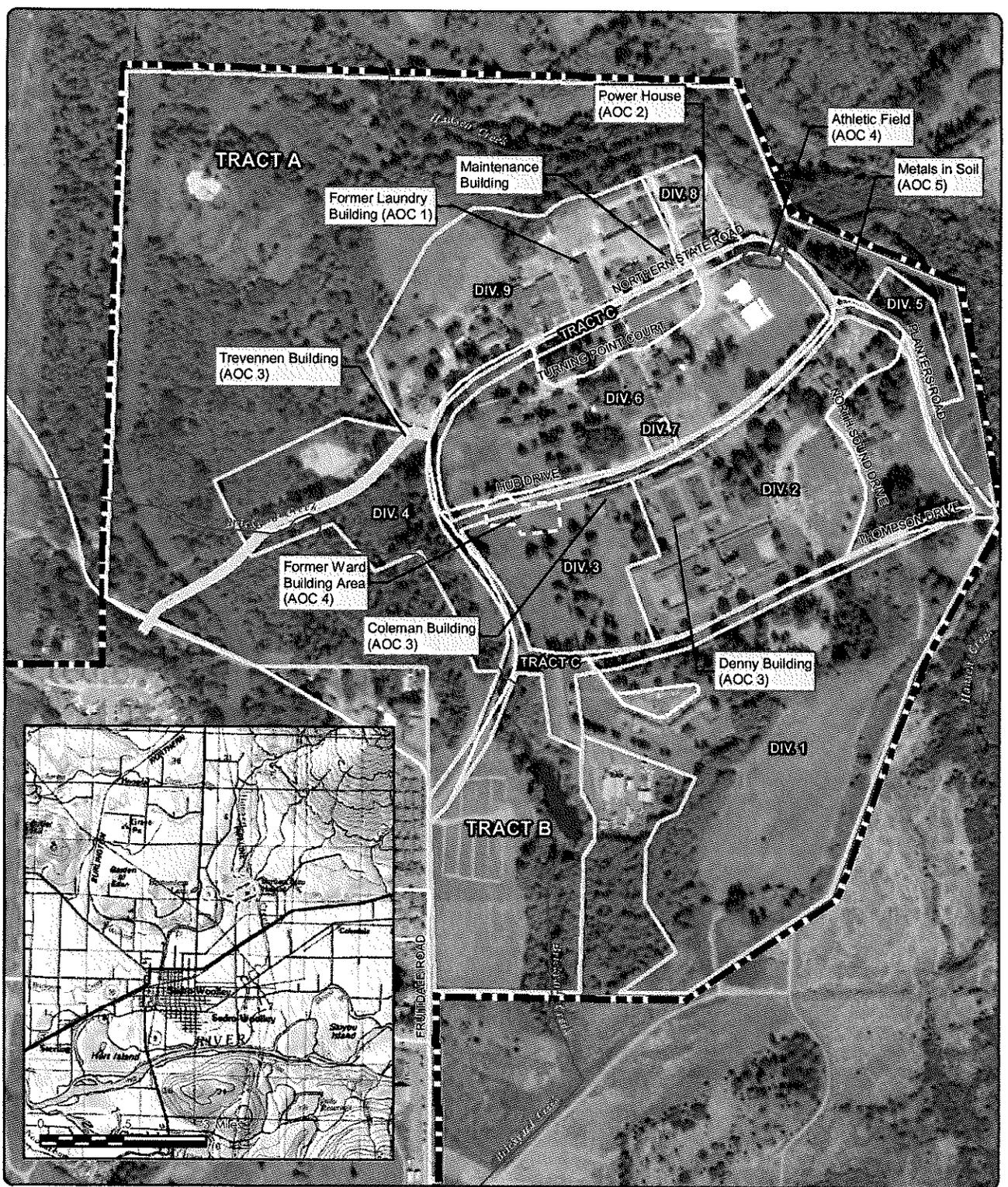
<b>Location:</b> Northern State Hospital Sedro-Woolley, WA <b>Phase:</b> Feasibility Study (-35% to +50%) <b>Base Year:</b> 2018 <b>Date:</b> September 2018	<b>Description:</b> Alternative 4.3 includes the excavation of metals-impacted soil (hot spots) near the former Ward Building and athletic field areas. The excavation will be backfilled with clean topsoil.			
<b>CAPITAL COSTS</b>				
Item	Quantity	Unit	Unit Cost	Cost
<b>Site Preparation</b>				
Mobilization/demobilization	1	LS	\$ 8,000	\$ 8,000
<b>Excavation and Disposal</b>				
Excavation and soil management	1,056	CY	\$ 12	\$ 12,667
Excavation area	28,500	SF	--	
Assumed average depth of 1 ft bgs				
Off-site waste transportation and disposal	1,821	TON	\$ 60	\$ 109,250
Confirmation soil samples	60	EA	\$ 100	\$ 6,000
<b>Backfilling and Restoration</b>				
Backfilling	1,214	CY	\$ 25	\$ 30,347
Includes import, placement, and compaction				
Restoration	1	LS	\$ 3,000	\$ 3,000
Hydroseeding				
<b>Contingency</b>	20%	--	--	\$ 32,253
<b>Planning Documents</b>				
Compliance Monitoring Plan, Sampling and Analysis Plan, Health and Safety Plan	1	LS	\$ 12,000	\$ 12,000
<b>Professional/Technical Services</b>				
Project management	6%	--	--	\$ 12,811
Remedial design	12%	--	--	\$ 25,622
Construction management	8%	--	--	\$ 17,081
<b>TOTAL CAPITAL COSTS</b>				<b>\$ 269,031</b>

**Table 5-7**  
**Alternative 4.3 Cost Estimate**  
**Former Northern State Hospital Analysis of Brownfield Cleanup Alternatives**  
**Port of Skagit**  
**Sedro-Woolley, Washington**

<b>PRESENT VALUE ANALYSIS</b>						
Discount Rate		NA				
Total Years		0				
	<b>COST TYPE</b>	<b>YEAR</b>	<b>TOTAL COST</b>	<b>TOTAL COST PER YEAR</b>	<b>DISCOUNT FACTOR</b>	<b>NET PRESENT VALUE</b>
Capital		0	\$ 269,031	\$ 269,031	1.000	\$ 269,031
			\$ 269,031			\$ 269,031
<b>TOTAL NET PRESENT VALUE OF PREFERRED ALTERNATIVE</b>						<b>\$ 270,000</b>
CY = cubic yards. EA = each. ft bgs = feet below ground surface. NA = not applicable. LS = lump sum. SF = square feet.						

# FIGURES





Source: Aerial photograph obtained from Esri ArcGIS Online; parcels, roads, and stream datasets obtained from Skagit County; city limits dataset obtained from the City of Sedro-Woolley.

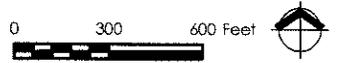
Note:  
AOC = area of concern.

- Legend**
- Property Parcel and Parcel Number
  - Sedro-Woolley City Limits (Post Annexation)
  - Northern State Recreational Area
  - Road
  - Stream

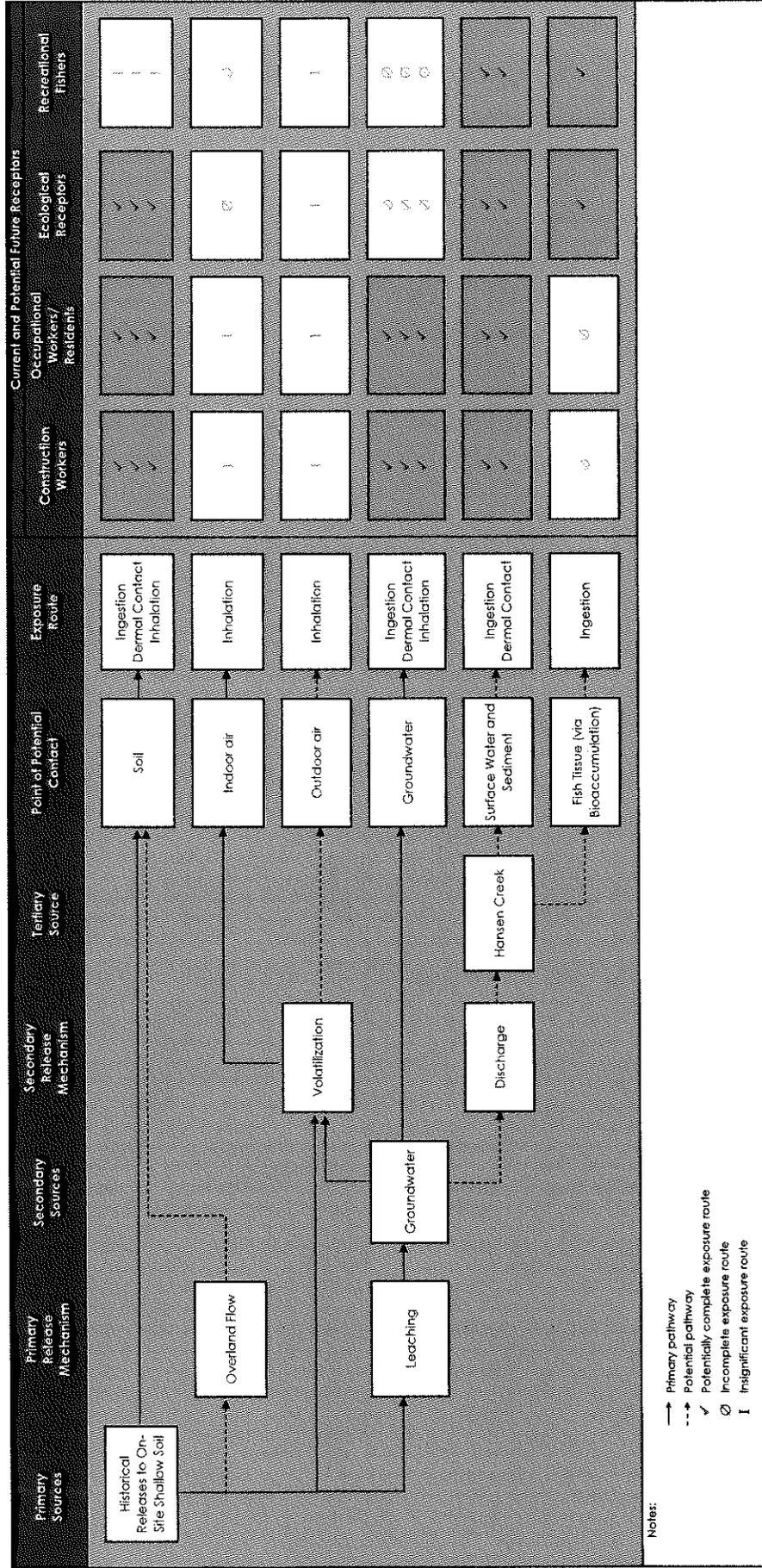
**Figure 1-1**  
**Property Vicinity**  
Former Northern State Hospital  
Port of Skagit County  
Sedro-Woolley, Washington

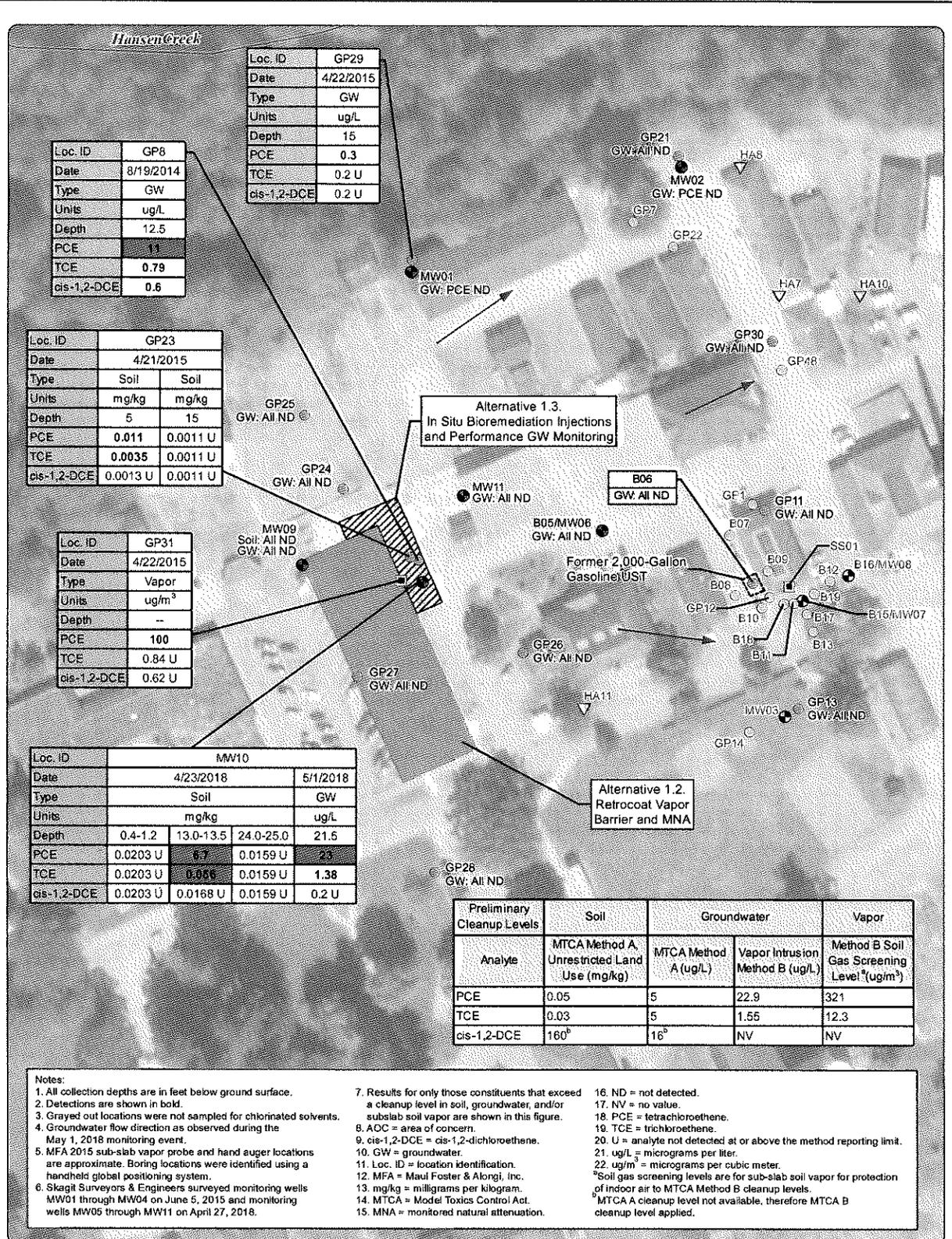
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**Figure 2-1**  
**Conceptual Site Model**  
**Former Northern State Hospital**  
**Port of Skagit**  
**Sedro-Woolley, Washington**





**Notes:**

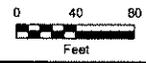
- All collection depths are in feet below ground surface.
- Detections are shown in bold.
- Grayed out locations were not sampled for chlorinated solvents.
- Groundwater flow direction as observed during the May 1, 2018 monitoring event.
- MFA 2015 sub-slab vapor probe and hand auger locations are approximate. Boring locations were identified using a handheld global positioning system.
- Skagit Surveyors & Engineers surveyed monitoring wells MW01 through MW04 on June 5, 2015 and monitoring wells MW05 through MW11 on April 27, 2018.
- Results for only those constituents that exceed a cleanup level in soil, groundwater, and/or subslab soil vapor are shown in this figure.
- AOC = area of concern.
- cis-1,2-DCE = cis-1,2-dichloroethene.
- GW = groundwater.
- Loc. ID = location identification.
- MFA = Maul Foster & Alongi, Inc.
- mg/kg = milligrams per kilogram.
- MTCA = Model Toxics Control Act.
- MNA = monitored natural attenuation.
- ND = not detected.
- NV = no value.
- PCE = tetrachloroethene.
- TCE = trichloroethene.
- U = analyte not detected at or above the method reporting limit.
- ug/L = micrograms per liter.
- ug/m<sup>3</sup> = micrograms per cubic meter.
- <sup>a</sup>Soil gas screening levels are for sub-slab soil vapor for protection of indoor air to MTCA Method B cleanup levels.
- <sup>b</sup>MTCA A cleanup level not available, therefore MTCA B cleanup level applied.

Source: Aerial photograph obtained from Esri ArcGIS Online

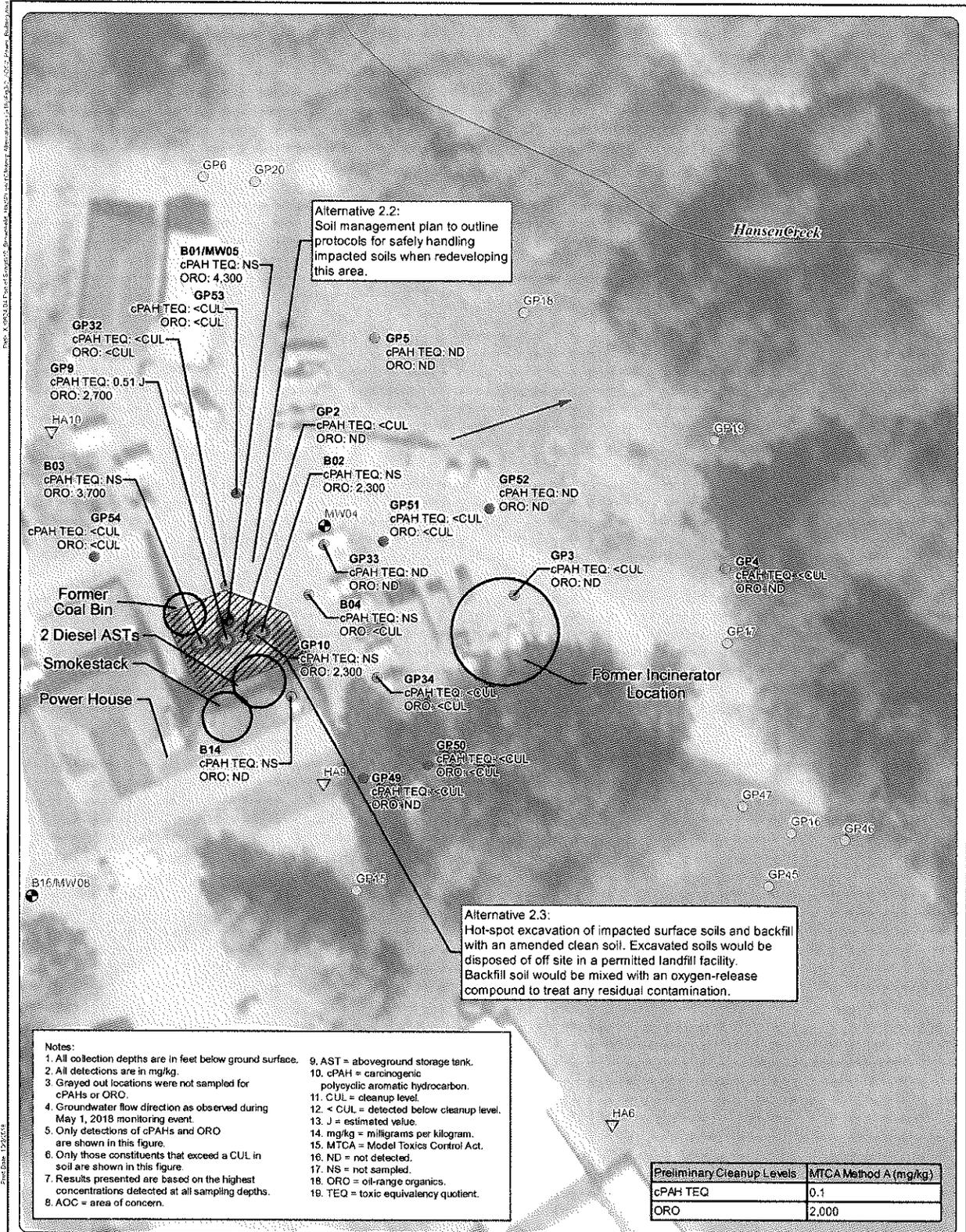
**Legend**

- New Monitoring Well
- Previous Monitoring Well
- Previous Monitoring Well Not Sampled
- Previous Boring Location
- Previous Boring Location Not Sampled
- Exceedance of MTCA Cleanup Levels
- Sub-Slab Vapor Probe
- Sub-Slab Vapor Probe Not Sampled
- Hand Auger Location Not Sampled
- Groundwater Flow Direction
- Alternative 1.2: Vapor Barrier (Retrocoat) and MNA
- Alternative 1.3: In Situ Bioremediation Injections

**Figure 3-1**  
**AOC 1: Former Laundry Building**  
 Former Northern State Hospital  
 Port of Skagit County  
 Sedro-Woolley, Washington



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- Notes:**
- All collection depths are in feet below ground surface.
  - All detections are in mg/kg.
  - Grayed out locations were not sampled for cPAHs or ORO.
  - Groundwater flow direction as observed during May 1, 2018 monitoring event.
  - Only detections of cPAHs and ORO are shown in this figure.
  - Only those constituents that exceed a CUL in soil are shown in this figure.
  - Results presented are based on the highest concentrations detected at all sampling depths.
  - AOC = area of concern.
  - AST = aboveground storage tank.
  - cPAH = carcinogenic polycyclic aromatic hydrocarbon.
  - CUL = cleanup level.
  - < CUL = detected below cleanup level.
  - J = estimated value.
  - mg/kg = milligrams per kilogram.
  - MTCA = Model Toxics Control Act.
  - ND = not detected.
  - NS = not sampled.
  - ORO = oil-range organics.
  - TEQ = toxic equivalency quotient.

Source: Aerial photograph obtained from Esri ArcGIS Online

**Legend**

- Boring Location
- cPAH TEQ Exceeds CUL
- Previous Boring Location
- ORO Exceeds CUL
- Previous Boring Location Not Sampled
- Groundwater Flow Direction
- Previous Monitoring Well Location
- ▽ Hand Auger Location Not Sampled
- Previous Monitoring Well Location Not Sampled
- ▨ Alternative 2.3: Hot Spot Excavation and Treatment

**Figure 3-2**  
**AOC 2: Power House Building**  
Former Northern State Hospital  
Port of Skagit County  
Sedro-Woolley, Washington

**Figure 3-3**  
**AOC 3: Lead in Soil -**  
**Trevannen**

Former Northern State Hospital  
Port of Skagit County  
Sedro-Woolley, Washington

- Legend**
-  Hand Auger Location
  -  Alternative 3.3: Hot Spot Excavation
  -  Exceedance of the MTCA Method A CUL

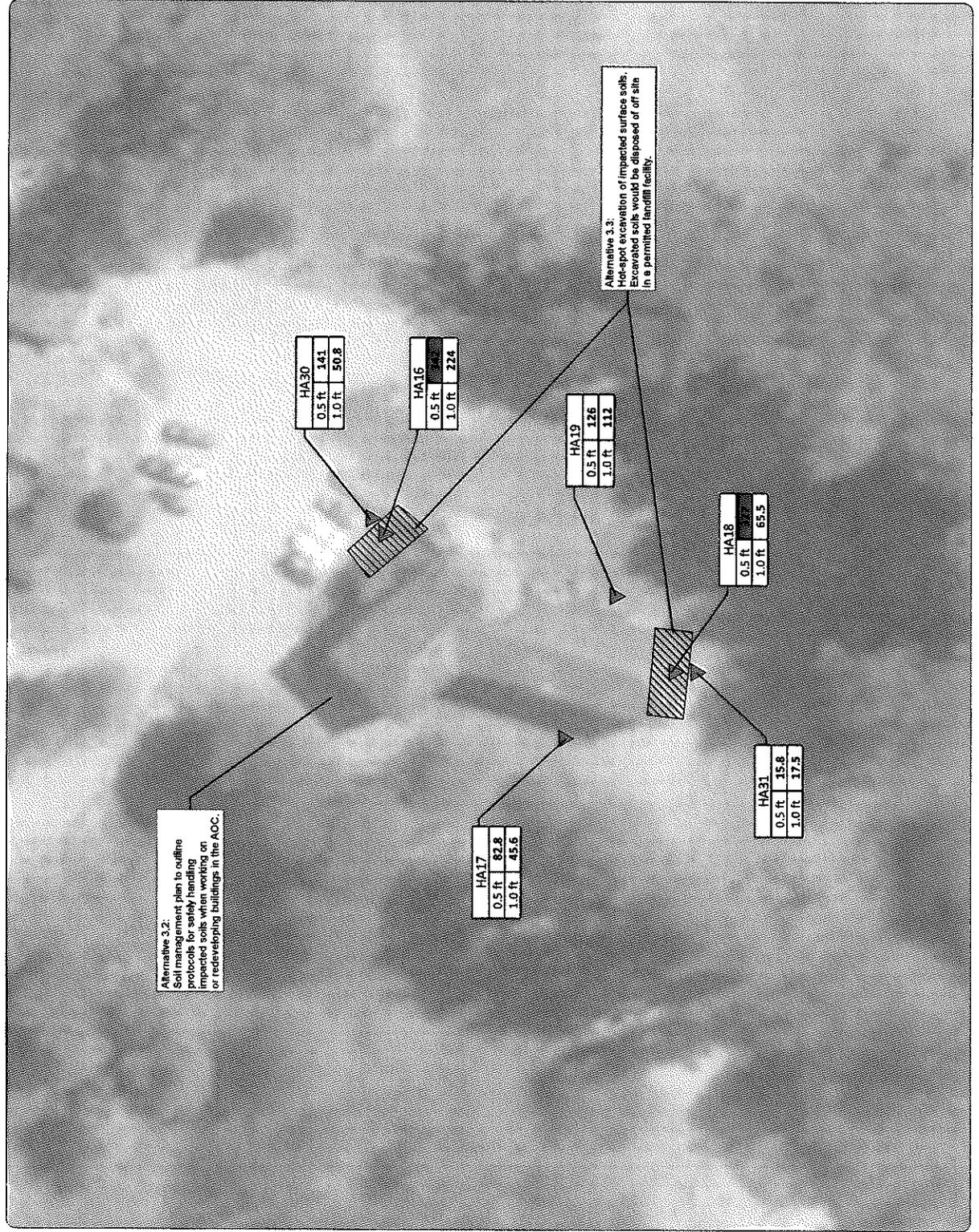
- Notes:**
1. Hand auger locations were identified using a handheld global positioning system.
  2. The MTCA Method A CUL for lead is 250 mg/kg.
  3. AOC = area of concern.
  4. CUL = cleanup level.
  5. mg/kg = milligrams per kilogram.
  6. MTCA = Model Toxics Control Act.



Source: Aerial photograph obtained from Esri ArcGIS Online; streams dataset obtained from Skagit County.

**MAUL FOSTER ALONGI**  
P. 971.544.2139 | www.maulfooster.com

This product is for informational purposes only and does not constitute an offer of insurance. For more information, please contact your insurance agent.









Source: Aerial photograph obtained from Esri ArcGIS  
 Online; parcels and streams datasets obtained from  
 Skagit County.

Notes: All property features are approximate.  
 AOC = area of concern.  
 DU = decision unit.  
 GP = geoprobe with reg mark.  
 HA = hand auger sample.

**Legend**

- Boring Location
- Discrete Soil Sample Location (lead)
- ▽ Hand Auger Location
- Arsenic in Soil
- Arsenic and Lead in Soil
- Stream

**Figure 3-6**  
**AOC 4: Arsenic in Soil**  
 Northern State Hospital Property  
 Port of Skagit County  
 Sedro-Woolley, Washington

This report or file, after necessary updates and may not have been prepared for or be available for legal proceedings, or a court or government agency. Users of this information, not otherwise provided by the publisher, shall understand the user assumes the responsibility of the information.



**NOTE:**  
This area (DU02) contained copper and zinc concentrations exceeding ecological screening levels. However, this area has little to no habitat value and is therefore not considered further in this ABCA.

Source: Aerial photograph obtained from Esri ArcGIS  
 Online: parcels and roads and streams datasets obtained from Skagit County, city limits dataset obtained from City of Sedro-Woolley.

Property address:  
 24809 Hub Drive  
 Sedro-Woolley, Washington

Notes:  
 ABCA = analysis of brownfield cleanup alternatives.  
 AOC = area of concern.  
 ISM = incremental sampling methodology.  
 SL = screening level.

**Legend**

- Discrete Soil Sample Location
- ▭ Area Excluded from Soil Sampling
- ▭ Northeast Area with Ecological SL Exceedances
- ▭ Decision Unit Boundary with Identification No.
- ▭ Southeast Area with Ecological SL Exceedances
- ▭ Sedro-Woolley City Limits (Post Annexation)
- ▭ Northern State Recreational Area
- Stream

**Figure 3-7**  
**AOC 5: Metals in Soil -**  
**Discrete Sample Locations**  
 Former Northern State Hospital  
 Port of Skagit County  
 Sedro-Woolley, Washington



**USEPA Brownfields Site Specific Cleanup Grant Application FY 19**

**Community Meeting Materials Attachment**



# Port of Skagit

*Vision Statement – The Port of Skagit leads efforts to build a strong economy in Skagit County while valuing the area's natural assets and quality of life.*

October 8, 2018

2:00 PM

Port Administration Building – 15400 Airport Drive, Burlington, WA

*Mission Statement ~ Good Jobs for Our Community*

## Agenda Regular Meeting of the Port Commission

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### CONFIRM OR AMEND AGENDA

### CONSENT AGENDA

Public Communications

September 10, 2018 Regular Meeting Minutes

Fiscal Report

ADMIN: Amend Employee Compensation Policy (2018) – Adopt Resolution

ADMIN: 2019 Budget – Revised Budget Schedule

ADMIN: Community Broadband Project (2017); Segments 2 and 3 – Approve Change Order

ADMIN: Rate Review; Airport (2019) – Approve Corrected Resolution

MARINA: Monthly Occupancy Report; Month Ending September 30, 2018

### NEW BUSINESS

PUB AGEN: Skagit County Interlocal Agreement for Public Works (2018) – Approve Agreement

SWIFT: Environmental Update; Maul Foster and Alongi (2018) – Accept Public Comment

SWIFT: US Environmental Protection Agency (EPA) Cleanup Grant Application (2018) – Adopt Resolution

TENANT: Airport; Edmund and Christine Stoecklein; Lot 9 (2018) – Approve Lease

### OPEN FORUM

*In the interest of time, public testimony will be limited to 3 minutes. The chair has discretion to limit time & number of persons speaking.*

### STAFF REPORTS

ADMIN: Tenant Employment Census; Third Quarter Report 2018 – Review Report

ADMIN: Community Broadband Project (2017) – Status Update (Oral)

AIRPORT: Lot 72 Development (2018) – Next Steps (Oral)

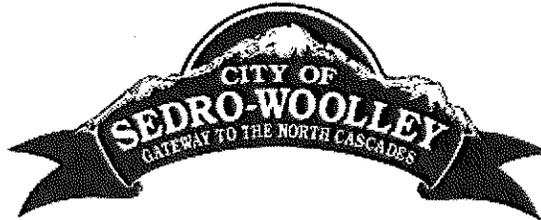
ASSOC: WPPA Fall Environmental Meeting 2018 – Report (Oral)

**GOOD OF THE ORDER** - *In the interest of time, public testimony will be limited to 3 minutes. The chair has discretion to limit time & number of persons speaking.*

### ADJOURNMENT

#### CALENDAR

Oct. 10-12, 2018	PNWA Annual Convention; Portland, Or.
Oct. 18-19, 2018	WPPA Small Ports Seminar; Enzian Inn, Leavenworth, WA
Dec. 5-7, 2018	WPPA Annual Meeting, Hyatt Regency, Bellevue



Next Ord: 1918-19  
Next Res: 1014-19

VISION STATEMENT

SEDRO-WOOLLEY IS A FRIENDLY CITY THAT IS CHARACTERIZED BY CITY GOVERNMENT AND CITIZENS WORKING TOGETHER TO ACHIEVE A PROSPEROUS, VIBRANT AND SAFE COMMUNITY

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO LIVE, WORK AND PLAY

**CITY COUNCIL AGENDA**

**January 9, 2019**

**7:00 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.....4-93

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 from Previous Meeting (including January 2, 2019 Study Session)
2. Finance
  - Claim Check #189752 in the amount of \$518,254.41 (re-issue of Check #189634)
  - Claim Checks #189753 to #189850 plus EFT's in the amount of \$397,394.60
  - Claim Checks #189851 to #189931 in the amount of \$271,364.05
  - Payroll Checks #59717 to #59723 plus EFT's in the amount of \$239,090.74
  - Payroll Checks #59724 to #59734 plus EFT's in the amount of \$400,048.26
3. Interagency Agreement between Washington State Patrol and Sedro-Woolley Fire Department for State Fire Mobilization Reimbursement
4. Emergency Declaration and Amendment 1 to Public Works Agreement 2018-PW-32 – Ackermann Electric Company
5. Professional Services Agreement No. 2017-PS-04 Environmental Services as assigned by Task Order
6. Possible Amendment 1 to Professional Services Agreement No. 2018-PS-25 Professional Landscape Design Services – Pacific Landscape Architecture
7. Final Acceptance – Contract 2018-PW-02 SR20, Township to Fruitdale Road Lane Widening and Sidewalk Project – Granite Construction Company
8. Professional Services Agreement No. 2019-PS-02 to 2019-PS-06 for Miscellaneous On-Call Professional Services
  - 2019-PS-02 – Materials Testing & Consulting Inc.
  - 2019-PS-03 – Transportation Solutions Inc.

- 2019-PS-04 – Guardian Northwest Title & Escrow
  - 2019-PS-05 – Katy Isaksen & Associates
  - 2019-PS-06 – SCADA & Controls Engineering Inc.
- 9. Proposed Amendment 2 to the Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County Re 2018 State Street Pavement and Utility Improvements Project
- 10. Personnel Policies
- f. Introduction of Special Guests and Presentations**
  - 1. Swearing in of new Fire Fighter/Paramedics
  - 2. Presentation of SWIFT Center draft Analysis of Brownfield Cleanup Alternatives and EPA Cleanup Grant Application
  - 3. Pioneer Center North re: Pilot Programs with Hilary Young
  - 4. Update on Community Action Relocation Project with Joan Penney
- g. Staff Reports**
- h. Councilmember and Mayor’s Reports**
- i. Proclamation(s) *(none scheduled as of the date of this agenda)*
- j. Public Comments**.....94  
*An opportunity to comment on subjects not on the current agenda for action – please limit to three minutes. (Comments on items currently on the agenda as a “1<sup>st</sup> reading” may be addressed to the Council during the agenda item discussion – please limit to three minutes.)*
- k. Public Hearings**
  - 1. Annexation of properties North of City Limits.....95-110
- l. Unfinished Business *(none scheduled as of the date of this agenda)*
- m. New Business**
  - 1. Quarterly Finance and Budget Report with Doug Merriman, Finance Director
  - 2. Preliminary approval of the Plat of Woodrow Place (file#LP-2018-227) *(1<sup>st</sup> reading)*...  
.....111-199
- n. Information Only Items**
  - 1. Building Permit and Planning Permit Review Status.....200-204
  - 2. Emergency Medical Services (EMS) update.....205
  - 3. Winnie Houser Park Revitalization Project Legislative handout.....206
- o. Good of the Order**
- p. Executive Session *(none scheduled as of the date of this agenda)*
- q. Adjournment**

*There may be an Executive Session during or following the meeting.*

**Next Meeting(s)**

**January 23, 2019                      Council Meeting                      7:00 PM                      Council Chambers**

January 9, 2019

SKAGIT VALLEY HERALD / GOSKAGIT.COM



**NOTICE OF GRANT  
PROPOSAL AND  
PUBLIC MEETING**

NOTICE IS HEREBY GIVEN that the Port of Skagit County is submitting a grant proposal to the Environmental Protection Agency Brownfields Program for the former Northern State Hospital property. A copy of the grant proposal, including the draft ABCA, will be available for public review and comment at [www.portofskagit.com/skagit-advantage/swift-center/](http://www.portofskagit.com/skagit-advantage/swift-center/) on January 9, 2019. A public meeting will be held at the City of Sedro-Woolley during their regular City Council Meeting on Wednesday, January 9, 2019 at 7:00 pm at Sedro-Woolley Municipal Building Council Chambers, 325 Metcalf Street, Sedro-Woolley, WA 98284. Discussion and comment on the grant proposal will be heard at the City of Sedro-Woolley City Council Meeting or may be emailed to [heatherr@portofskagit.com](mailto:heatherr@portofskagit.com). All comments must be received by January 17, 2019.

By /s/  
Patricia H. Botsford-Martin  
Executive Director

DATED: January 7, 2019



# SWIFT CENTER / NORTHERN STATE HOSPITAL COMMUNITY MEETING NOTES

**Meeting Date and Time:** 01/09/2019; 7:00 – 8:00 p.m.  
**Project Name:** Sedro-Woolley Innovation for Tomorrow Center: Update  
**Meeting Location:** Council Chambers, Sedro-Woolley City Hall  
**Recorded By:** Carolyn Wise, Maul Foster & Alongi, Inc.  
**Attendees:** Patsy Botsford-Martin, Port Executive Director  
Heather Rogerson, Port Planning & Environmental Project Manager  
Michael Stringer, Maul Foster & Alongi, Inc.  
Carolyn Wise, Maul Foster & Alongi, Inc.  
Public – see sign in sheet

## **Presentation:**

Port of Skagit Executive Director, Patsy Botsford-Martin, opened the meeting by noting that the Port Commission officially accepted ownership of the Sedro-Woolley Innovation for Tomorrow (SWIFT) Center (the Property) on June 30, 2018. This transfer of property is an important milestone in the joint effort among the Port of Skagit, City of Sedro-Woolley, and Washington State Department of Enterprise Services to revitalize the property for economic and community development. Ms. Botsford-Martin noted that there is some remediation that needs to be done on the Property and the Port has received grants (e.g., US EPA Brownfield and Pollution Liability Insurance Agency) to allow for the assessment and cleanup of those identified environmental impacts. The results of the most recent assessment and the application of another grant from the US EPA are being presented by Maul Foster & Alongi.

Michael Stringer provided an overview of the historic operations of the Northern State Hospital the listing of the property on the National Register of Historic Places, and the current condition of the property including current tenants. He noted that there has been progress on the development of the Property, including improvements to Fruitdale Road and planning for a 10-acre public park space adjacent to Fruitdale Road and the pond, an important asset to the community for the annual fishing derby, which will continue into 2019.

He provided an update of the most recent environmental investigation and analysis of cleanup alternatives (ABCA) conducted under a US EPA Brownfield grant and noted the variety of operations on the Property that have resulted in seven areas of concern with environmental contamination. The number of areas of concern is largely due to the Property acting as a self-contained city.

Carolyn Wise discussed the seven areas of concern (AOC) and the ABCA:

- **Former Laundry Building:** Concentrations of dry-cleaning solvents (i.e., PCE and TCE) were identified in soil, groundwater, and sub-slab soil vapor at former laundry building. These impacts appear relatively isolated to the northeast corner of the building. Potential cleanup alternatives for this AOC include; application of a retro-coat vapor barrier and monitored natural attenuation (i.e., indoor air and groundwater monitoring) during upcoming building improvements scheduled by the Cascade Job Corps and/or in situ bioremediation injections and performance groundwater monitoring.
- **Power House Building:** Elevated concentrations of heavy oils and cPAHs were identified in shallow soil (approximately 0.5-foot bgs) immediately adjacent to the Power House building in the area north-northeast of the smokestack. This area is currently paved, so there is no current exposure risk. Potential cleanup alternatives steps include development of a soil management plan to outline protocols for safely handling impacted soils when/if the area is redeveloped and/or hot-spot excavation of impacted surface soils and backfill with amended clean soil. Backfill of soil would involve application of an oxygen-release compound to treat any residual contamination underneath the building.
- **Lead in Soil:** Areas adjacent to historical buildings have elevated detections of lead in shallow soil (i.e., less the 1.5 feet bgs) associated with lead paint on historical buildings. Potential cleanup alternatives include hot-spot excavation of impacted surface soils around the building and the development of a soil management plan to help direct the contractor during activities that may disturb potentially contaminated soils on the Property during redevelopment.
- **Arsenic in Soil:** A few isolated areas on the property have elevated concentrations of arsenic in soil. Potential cleanup alternatives actions include hot spot excavation and/or development of a soil management plan.
- **Metals above Ecological Levels:** The Property is surrounding by greenspace that provides habitat for wildlife and plants. Therefore, 17 areas, known as decision units, were evaluated for metals in shallow soil above ecological screening levels. Only four decision units had concentrations of one or two metals above ecological screening criteria. One decision unit (the athletic field) is already being addressed in arsenic in soil area of concern, another decision unit near the Power House has little to no habitat value and is therefore not considered to require an active remedy. The third and fourth decision units are shown in this figure and contain slightly elevated concentrations of chromium in shallow soil. Next steps for this area of concern include development of a net environmental benefit analysis which will determine if disrupting the current ecosystem via excavation is more or less harmful than allowing the area to remain in its current condition. Redevelopment plans for this area of the Property may also involve construction for parking that could act as a protective cap.
- **Maintenance Building:** The Pollution Liability Insurance Agency is undertaking the characterization and cleanup of this portion of the Property. Cleanup plans currently include soil excavation and application of an oxygen-release compound to treat any residual contamination. This cleanup action is scheduled to be completed in the first quarter of 2019.

- **Lead and Arsenic in Groundwater:** Elevated concentrations of lead and arsenic were identified in the preliminary assessment of the Property in 2015, however additional assessment of this area of concern was not included in the 2018 investigation as characterization of an area wide metals condition in soil was needed before further assessment of this area of concern. Further evaluation of this concern is needed to support analysis of potential cleanup alternatives.

Michael Stringer concluded the presentation of a discussion of funding strategies for cleanup implementation and the anticipated remediation schedule. He also noted that an application for a US EPA brownfield cleanup grant was prepared and is available for review until January 21, 2019.

**Public Comments/Questions:**

1. *Is the chromium that was identified on the Property hexavalent chromium?*

The concentrations of chromium that were detected on the Property are not speciated, however the concentrations that exceed ecological criteria are very low and do not exceed human health criteria.

2. *What is the source of the chromium in soil?*

Many of the metals in the soil are likely the result of previous herbicide/pesticide use on the landscaped grounds of the Property.



## In this Section:

- Overview
- Locate on Port Property
- Locate in the Skagit Valley
- Quick Facts: Skagit County
- Online Business Support Tools
- SWIFT Center
- Swift Center Celebration
- Innovation Partnership Zone



## SWIFT Center

### Sedro-Woolley Innovation for Tomorrow Center

For public review please find the Draft Analysis of Brownfield Cleanup Alternatives [HERE](#) and the Draft U.S. EPA Cleanup Grant Application [HERE](#).

Please submit comments to Heather Rogerson at [heather@portofskagit.com](mailto:heather@portofskagit.com) by January 17, 2019.

To view the **SWIFT Interlocal Agreement** click [HERE](#)

View the **Interlocal Agreement between the City of Sedro-Woolley and Port for fruitdale Road Arterial Improvements Project** [HERE](#)

The City of Sedro-Woolley, Skagit County, and the Port of Skagit are partnering to position the former Northern State Hospital property near Sedro-Woolley for redevelopment. The local governments have entered into an **Interlocal Agreement** that states the following goals for the redevelopment of the Northern State Property:

1. Encourage the private sector to create and sustain jobs at Northern State benefitting all of Skagit County and its citizens and that are compatible with all of the other goals
2. Continue and promote public recreational use of Northern State
3. Protect the environmentally sensitive areas of Northern State, in particular Hansen Creek
4. Acknowledge and protect the historic significance of Northern State to the local community, the wider region and the State of Washington.
5. Acknowledge and respect the neighboring Upper Skagit Indian Tribal Nation's interests in Northern State.

#### Background

Since the Northern State Hospital closed in 1973, the State of Washington and the local community have explored opportunities for adaptive re-use of this 225-acre property. The hospital was developed based on a master plan by the Olmsted Brothers that remains largely intact and has been deemed significant enough to be included on the National Register of Historic Places.

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text" value="01/31/2019"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
<b>State Use Only:</b>		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: <input type="text" value="Port of Skagit County"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="91-0784860"/>	* c. Organizational DUNS: <input type="text" value="9416644010000"/>	
<b>d. Address:</b>		
* Street1:	<input type="text" value="15400 Airport Drive"/>	
Street2:	<input type="text"/>	
* City:	<input type="text" value="Burlington"/>	
County/Parish:	<input type="text"/>	
* State:	<input type="text" value="WA: Washington"/>	
Province:	<input type="text"/>	
* Country:	<input type="text" value="USA: UNITED STATES"/>	
* Zip / Postal Code:	<input type="text" value="98233-5311"/>	
<b>e. Organizational Unit:</b>		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: <input type="text"/>	* First Name:	<input type="text" value="Heather"/>
Middle Name: <input type="text"/>		
* Last Name:	<input type="text" value="Rogerson"/>	
Suffix: <input type="text"/>		
Title:	<input type="text" value="Planning and Environmental Manager"/>	
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="360-757-0011"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="heather@portofskagit.com"/>		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

D: Special District Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Environmental Protection Agency

**11. Catalog of Federal Domestic Assistance Number:**

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

**\* 12. Funding Opportunity Number:**

EPA-OLEM-OBLR-18-07

\* Title:

FY19 GUIDELINES FOR BROWNFIELDS CLEANUP GRANTS

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Single Site Cleanup Grant - for hazardous substances contamination in the City of Sedro-Woolley, Washington.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="395,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="98,750.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="493,750.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed: