CITY COUNCIL AGENDA
REGULAR MEETING

SEP 28 2016

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

CITY COUNCIL
LATE MATERIALS

Section 16. SWMC Sec. 15.52.010 is hereby amended to read as follows:

15.52.010 Authorization of latecomers' agreements.

Authorization of latecomers' agreements. The city establishes a procedure for authorizing latecomers' agreements with developers, owners and the city for the purpose of providing reimbursement for sanitary sewer systems, stormwater facilities ~~drainage systems~~, and street and sidewalk improvements including signalization and lighting, when such improvements are required as a condition of subdivision, reclassification or other development, or pursuant to agreement with the city.

Section 17. Effective date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and this Ordinance shall take effect and be in full force on December 30, 2016.

Section 18. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, clause or phrase of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 2016, and signed in authentication of its passage this ____ day of _____, 2016.

_____
Keith L. Wagoner, Mayor

Attest:

_____
Patsy Nelson, Finance Director

Approved as to form:

_____
Eron Berg, City Attorney

CITY COUNCIL
LATE MATERIALS

INTERLOCAL COOPERATIVE AGREEMENT FOR LIBRARY SERVICES

This Interlocal Cooperative Agreement for Library Services is entered into between Skagit County, hereinafter referred to as the "County", and the City of Sedro-Woolley, hereinafter referred to as the "City" pursuant to RCW 39.34.

This Agreement is based upon the following facts and circumstances:

- The County does not, nor is it required by statute to provide general library services to the citizens residing in unincorporated Skagit County.
- Historically, the City has provided library services to residents and nonresidents alike.
- Non-residents are required to pay a fee for library services.
- Due to increasing competition for funding and increasing library usage, the City is having difficulty providing services to residents and non-residents.
- The County, in 2016, has made funding available for a portion of the costs to provide services to non-resident users of libraries located within the City.

In consideration of the facts listed above, the parties agree as follows:

1. During 2016 the County will provide the City a total sum of $9,471 to assist in providing library services to the citizens of unincorporated Skagit County. The sum will be distributed to the City based upon the library book, audio, film, video and subscription collection and circulation of each municipal library.

2. None of the County funds received by the City may be used to supplant funding that the City would otherwise provide for library services.

   2.1 The City must provide documentation that non-resident library users pay at least $10 per library card.
   2.2 Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.

3. It is agreed that any portion not used for its intended purpose will be returned to the County within a reasonable time period after the close of the fiscal year.

4. All assets acquired as a result of this funding will become the property of the City. The City will be responsible for all aspects of library operation.

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 or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

    5.1 The County's representative shall be the Budget and Finance Director.
    5.2 The City's representative shall be the Library Director.

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

7. 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.

8. 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.

9. 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.

10. The term of this agreement is the date of execution through December 31, 2016.

IN WITNESS WHEREOF, the parties have signed this Agreement as of this _____ day of _____, 2016.

CITY OF SEDRO-WOOLLEY

_____
Keith Wagoner, Mayor

ATTEST:

_____
Clerk, City of Sedro-Woolley

APPROVED AS TO FORM:

_____
Attorney, City of Sedro-Woolley

DATED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

_____
Lisa Janicki, Chair

_____
Ron Wesen, Commissioner

_____
Kenneth A. Dahlstedt, Commissioner

Attest:

_____
Clerk of the Board

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

_____
County Administrator

Recommended:

_____
Department Head

Approved as to form:

_____
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

_____
Risk Manager

Approved as to budget:

_____
Budget & Finance Director