



Next Ord: 1707-11

Next Res: 844-11

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

May 25, 2011

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar

NOTE: Agenda items on the Consent Calendar 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 Calendar.

- a. Minutes from Previous Meeting
  - b. Finance
    - Claim Checks #72053 to #72107 and #72115 to #72155 in the amount of \$633,538.21.
    - Payroll Checks #50415 to #50524 in the amount of \$179,381.15.
  - c. Agreement - Skagit Public Hospital District No. 304 for Jail Medical
  - d. Agreement - Skagit County & City of Sedro-Woolley for Distribution of Economic Development Funds
  - e. Out of State Travel
  - f. COPS Grant
4. Public Comment (Limited to 3-5 minutes)

### UNFINISHED BUSINESS

5. SR20 Widening/Lowering Project Update (*no materials*)

### NEW BUSINESS

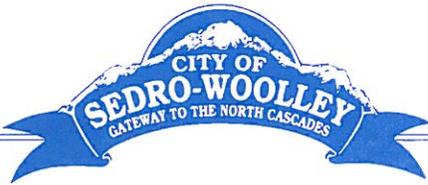
6. Resolution - Authorizing Sedro-Woolley Youth Football and Cheer to name the playing field at Fruitdale Road in honor of Dennis "Denny" Lowell Engberg (*action requested*)
7. Ordinance - Amending SWMC 9.56.010 (Criminal Code) (*action requested*)

### COMMITTEE REPORTS AND REPORTS FROM OFFICERS

*There may be an Executive Session immediately preceding, during or following the meeting.*

MAY 25 2011

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 1-3



DATE: May 25, 2011  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT  
CALENDAR

1. CALL TO ORDER - The Mayor will call the May 25, 2011 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

\_\_\_ Ward 1 Councilmember Pat Colgan  
\_\_\_ Ward 2 Councilmember Tony Splane  
\_\_\_ Ward 3 Councilmember Thomas Storrs  
\_\_\_ Ward 4 Councilmember Keith Wagoner  
\_\_\_ Ward 5 Councilmember Hugh Galbraith  
\_\_\_ Ward 6 Councilmember Rick Lemley  
\_\_\_ At-Large Councilmember Brett Sandström

2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

MAY 25 2011

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 3a

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
May 11, 2011 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Pat Colgan (after Oath of Office, Tony Splane, Tom Storrs, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Fire Chief Klinger and Police Chief Wood.

The Meeting was called to order at 7:00 P.M.

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Checks #71969 to #72052 in the amount of \$165,898.81
  - Payroll Checks #50307 to #50414 in the amount of \$251,596.96
- Resolution #842-11 – Declaring Certain Items Surplus
- Resolution #843-11 – Trojan Technologies UV Replacement Order
- Possible Bid Award Acquisition – 2011 Ford Super Duty F-350XL – North Cascade Ford

Councilmember Storrs moved to approve the consent calendar A thorough E. Seconded by Councilmember Lemley. Motion carried (6-0).

Councilmember Lemley presented Rick Judd of the Helping Hands Food Bank a contribution left at his business in memory of Councilmember Ted Meamber. He also presented a check in the amount of \$427.00 on behalf of JJ's Cruiser's which represented proceeds from a recent car show held in Burlington.

Rick Judd, on behalf of Helping Hands Food Bank announced the First Annual Jam to be held at Riverfront Park. Several local bands will be playing from 10 am to 4 pm. Canned food or monetary donations are welcome. The event benefits the Helping Hands Food Bank.

Public Comment

No public comment

## **NEW BUSINESS**

### Ordinance – 2011 Budget Amendment #2

Finance Director Nelson reviewed the proposed Budget Amendment #2 which included the increase for state payroll taxes, grants, replacement HVAC unit for Fire Station 1, Fire Station 2 retainage, hiring of an assistant engineer (as previously approved by Council) and a seasonal position for stormwater maintenance.

Councilmember Galbraith moved to approve Ordinance No. 1706-11 An Ordinance Amending Ordinance 1688-10 Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2011. Seconded by Councilmember Splane. Motion carried (6-0).

### Vacancy on City Council

City Supervisor/Attorney Berg reviewed the process and procedure for the replacement of Ward 1 Councilmember upon the death of Ted Meamber. Berg noted the process is similar to that of previous open positions. If a Council decision is made, an Oath of Office has been prepared however; Council is under no obligation to make an appointment tonight. He noted the uniqueness of the position which is up for election this year with filing to be within a month.

Candidates Pat Colgan and Kevin Loy each addressed the Council to discuss their interest and qualifications. Both candidates entertained questions from the Council.

## **EXECUTIVE SESSION**

The meeting adjourned to Executive Session at 7:22 P.M. for discussion of potential litigation and personnel for approximately 20 minutes with a possible decision.

The meeting reconvened at 7:47 P.M.

Councilmember Storrs moved to appoint Pat Colgan to fulfill Ted Meamber's seat. Seconded by Councilmember Splane. Motion carried (6-0).

Mayor Anderson administered the Oath of Office to Pat Colgan for Ward 1 Councilmember.

Councilmember Colgan joined the bench.

## **COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

Engineer Freiburger – reviewed the progress on various projects to include the SR20 Metcalf to Township Lane Widening and Pedestrian/Bicycle Facilities Project. He

detailed funding issues and requested Council authorize the mayor to apply for the Economic grant available through Skagit County.

Councilmember Sandström moved to authorize the Mayor to apply for the Economic Development grant money from the County Commissioners in the amount of \$500,000. Seconded by Councilmember Colgan. Motion carried (7-0).

Engineer Freiburger also addressed other projects and issues to include a log jam, flooding issues, CIPP project and catch basin cleaning.

City Supervisor/Attorney Berg – noted that Planner Moore is in Walla Walla for a Downtown Communities conference along with Pola Kelley and Elizabeth Fernando from the Chamber of Commerce. He also addressed budgeting for code enforcement and a recent tour of the PSE Baker facility and a Federal reset conference regarding flooding in Washington DC. He noted the importance of having representatives at the meeting.

Berg then reviewed a recent tour at the North Cascade Gateway Center with representatives from the Port, recent phone calls to the Governor's office and other legislative officials. Berg requested Council sign updated letters to Representative Hans Dunshee and Senator Derek Kilmer. He also spoke of support received from AWC on the proposal.

Councilmember Sandström – questioned the Port's role if the City is successful in obtaining the North Cascades Gateway Center.

Berg noted that it is too early to tell what the Port's role would be.

Finance Director Nelson– reported that the first tier of the fuel surcharge has been implemented on the billing cycle with the next level a possibility as fuel prices continues to rise. Nelson also noted that the City has received several complaints regarding the Comcast Franchise fee. Comcast has noted a senior discount can be extended to qualified seniors upon completion of the proper paperwork through Comcast.

Councilmember Colgan – noted he is interested in working with the Northern State Committee and Helping Hands Food Bank.

Councilmember Wagoner – updated Council on the progress of the cemetery field for the Youth Football League. He noted it has generated a lot of interest in the community and a discussion of a possible field name with a suggestion of naming it to honor Denny Engberg has taken place among the Youth Football League.

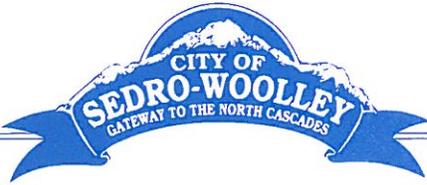
Councilmember Sandström – announced the opening day for the Farmer's Market on May 18<sup>th</sup>.

Councilmember Lemley moved to adjourn. Seconded by Councilmember Galbraith. Motion carried (7-0).

The meeting adjourned at 8:25 P.M.

MAY 25 2011

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 36



DATE: May 25, 2011  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending May 25, 2011.

Motion to approve Claim Checks #72053 to #72107 and #72115 to #72155 in the amount of \$633,538.21.

Motion to approve Payroll Checks #50415 to #50524 in the amount of \$179,381.15.

If you have any comments, questions or concerns, please contact me for information during the working day at 855-1661. This will allow me to look up the invoices that are stored in our office.

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 05/25/2011 (Printed 05/25/2011 14:15)

PAGE 1

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
72053	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	1,364.00
		MISC-FILING FEES/LIEN EXP	SAN	1,364.00
		WARRANT TOTAL		2,728.00
72054	ACTION COMMUNICATIONS INC	REPAIRS/MAINT-EQUIP	FD	156.89
		WARRANT TOTAL		156.89
72055	AIRGAS-NORPAC INC	SMALL TOOLS & MINOR EQUIP	SAN	451.86
		WARRANT TOTAL		451.86
72056	AMSTERDAM PRINTING & LITH	SUPPLIES	FIN	82.86
		WARRANT TOTAL		82.86
72057	A.T.V. ACCESSORIES	CONTAINERS	SAN	86.56
		CONTAINERS	SAN	779.04
		WARRANT TOTAL		865.60
72058	ANDGAR CORP	REPAIRS/MT-PARKS SHOP	PK	54.13
		REPAIRS/MT-COMMUNITY CTR	PK	64.02
		REPAIR/MT-SENIOR CENTER	PK	119.31
		REPAIR/MT-NORTH TOWNSHIP	PK	87.29
		REPAIR/MT-HAMMER SQUARE	PK	39.58
		REPAIR/MAINT-LIBRARY	PK	64.02
		REPAIR/MAINT-CITY HALL	PK	696.07
		REPAIR/MAINT-CITY HALL	PK	39.58
		MACHINERY & EQUIPMENT		3,112.54
		MACHINERY & EQUIPMENT		651.84
		WARRANT TOTAL		4,928.38
72059	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	ST	6.74
		LAUNDRY	SWR	7.51
		WARRANT TOTAL		19.85
72060	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	8,768.55
		WARRANT TOTAL		8,768.55
72061	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	1,440.63
		AUTO FUEL/DIESEL	FD	764.44
		AUTO FUEL/DIESEL	PK	506.22
		AUTO FUEL/DIESEL	ST	446.28
		AUTO FUEL/DIESEL	SWR	132.30
		AUTO FUEL/DIESEL	SAN	96.03
		WARRANT TOTAL		3,385.90
72062	BANK OF AMERICA	SUPPLIES	ENG	462.00
		TRAVEL	PD	276.30
		TRAVEL	ST	16.75
		REPAIR/MAINTENANCE-EQUIP	ST	166.87
		OFFICE SUPPLIES	SWR	80.81
		OFFICE SUPPLIES	SAN	194.74
		OFFICE SUPPLIES	SAN	37.83

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 05/25/2011 (Printed 05/25/2011 14:15)

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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	1,235.30
72063	BANK OF AMERICA	MEALS/TRAVEL	EXE 1,490.78
		WARRANT TOTAL	1,490.78
72064	BANK OF NEW YORK MELLON	BOND INTEREST-G/O BONDS	23,175.00
		BOND PRINCIPAL	355,000.00
		BOND INTEREST	59,500.00
		WARRANT TOTAL	437,675.00
72065	BANK OF AMERICA	SUPPLIES	LIB 47.14
		WARRANT TOTAL	47.14
72066	PUBLIC SAFETY TESTING	PROFESSIONAL SERVICES	CIV 200.00
		WARRANT TOTAL	200.00
72067	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST 8,596.94
		WARRANT TOTAL	8,596.94
72068	PURCHASE POWER	POSTAGE	JUD 377.93
		POSTAGE	FIN 351.91
		POSTAGE	LGL 5.08
		POSTAGE	PLN 29.28
		POSTAGE	ENG 119.24
		POSTAGE	PD 71.86
		POSTAGE	FD 7.53
		POSTAGE	INSP 24.76
		POSTAGE	PK .45
		POSTAGE	CEM 13.82
		POSTAGE	SWR 128.79
		POSTAGE	SAN 59.44
		OPERATING SUPPLIES	SWTR 9.91
		WARRANT TOTAL	1,200.00
72069	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD 15.14
		OFFICE/OPERATING SUPPLIES	PD 74.08
		WARRANT TOTAL	89.22
72070	RESULTS GROUP LTD (THE)	TUITION/REGISTRATION	PD 975.00
		WARRANT TOTAL	975.00
72071	ROHLINGER ENTERPRISES, INC.	MAINTENANCE CONTRACTS	SWR 20.03
		WARRANT TOTAL	20.03
72072	SAFETY TREE SERVICE	REPAIR/MAINTENANCE-LAND	CEM 640.20
		REPAIR/MAINT-STREETS	ST 4,714.20
		WARRANT TOTAL	5,354.40
72073	SALSEINA, NATHAN	FEEES-CDL ENDORCEMENT	ST 103.00
		WARRANT TOTAL	103.00
72074	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR 223.63

CITY OF SEDRO-WOLLEY  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	31.92
		WARRANT TOTAL		255.55
72075	SEDRO-WOLLEY AUTO PARTS	REPAIR/MT-LIONS ROADSIDE PARK		57.10
		REPAIR-SAFETY EQUIPMENT	ST	9.73
		OPERATING SUPPLIES	SWR	60.59
		WARRANT TOTAL		127.42
72076	SEDRO-WOLLEY FARMERS MKT	FARMERS MARKET	HOT	374.04
		WARRANT TOTAL		374.04
72077	SEDRO-WOLLEY POSTMASTER	POSTAGE	LIB	88.00
		WARRANT TOTAL		88.00
72078	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	44,046.88
		WARRANT TOTAL		44,046.88
72079	SKAGIT COUNTY SHERIFF	PRISONERS	PD	6,384.10
		PRISONERS	PD	1,286.65
		PRISONERS	PD	2,391.88
		PRISONERS	PD	5,062.07
		WARRANT TOTAL		15,124.70
72080	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES-PROPANE	ST	18.32
		REPAIR/MAINT-STREETS	ST	167.69
		OPERATING SUPPLIES	SAN	32.42
		WARRANT TOTAL		218.43
72081	SKAGIT SOILS	RECYCLING FEE - YARD WASTE	SAN	190.40
		WARRANT TOTAL		190.40
72082	SKAGIT VALLEY HOSPITAL	PRISONERS	PD	694.99
		PRISONERS	PD	173.00
		WARRANT TOTAL		867.99
72083	SKAGIT VALLEY PUBLISHING	ADVERTISING	PLN	105.00
		WARRANT TOTAL		105.00
72084	SOLID WASTE SYSTEMS, INC.	OPERATING SUPPLIES	SAN	133.70
		WARRANT TOTAL		133.70
72085	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	12.98
		WARRANT TOTAL		12.98
72086	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	329.97
		WARRANT TOTAL		329.97
72087	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
72088	TRICO CONTRACTING, INC.	OTHER IMPROVEMENTS	SWR	30,472.86
		WARRANT TOTAL		30,472.86

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
72089	TRUE VALUE	SUPPLIES/BOOKS	12.26
		SUPPLIES	12.26
		OPERATING SUPPLIES	2.15
		OPERATING SUPPLIES	1.01
		OFF/OPER SUPPS & BOOKS	12.26
		OPERATING SUPPLIES	7.12
		OPERATING SUP - RIVERFRONT	28.12
		OPERATING SUP - RIVERFRONT	14.31
		OPERATING SUP - RIVERFRONT	58.36
		OPERATING SUP - RIVERFRONT	78.94
		OPERATING SUP - PARKS SHOP	21.08
		OPERATING SUP - COMM CENTER	12.97
		OPERATING SUP - COMM CENTER	25.18
		OPERATING SUP - COMM CENTER	21.74
		OPERATING SUP - COMM CENTER	2.47
		OPERATING SUP - CITY HALL	31.10
		OPERATING SUP - CITY HALL	5.94
		OPERATING SUP - CITY HALL	32.19
		OPERATING SUP - CITY HALL	8.65
		OPERATING SUP - CITY HALL	21.25
		SMALL TOOLS & MINOR EQUIP	102.78
		SMALL TOOLS & MINOR EQUIP	48.13
		SMALL TOOLS & MINOR EQUIP	75.73
		SMALL TOOLS & MINOR EQUIP	73.55
		REPAIRS/MT-RIVERFRONT	73.57
		REPAIRS/MT-COMMUNITY CTR	16.22
		REPAIR/MT-HAMMER SQUARE	25.95
		REPAIR/MT-HARRY OSBORNE	18.38
		OPERATING SUPPLIES	11.62
		OPERATING SUPPLIES	24.58
		REPAIRS/MAINT-EQUIP	7.12
		OPERATING SUPPLIES	19.31
		OPERATING SUPPLIES	30.82
OPERATING SUPPLIES	20.54		
WARRANT TOTAL			957.66
72090	TRUE VALUE	VOIDED WARRANT	.00
		WARRANT TOTAL	.00
72091	TUCKER, WILLIAM L.	OFFICE/OPERATING SUPPLIES	32.44
		WARRANT TOTAL	32.44
72092	USA TODAY	BOOKS, PERIOD, RECORDS	195.00
		WARRANT TOTAL	195.00
72093	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	56.55
		WARRANT TOTAL	56.55
72094	VALLEY AUTO SUPPLY	REPAIR/MT-BINGHAM PARK	205.53
		REPAIR/MT-SMALL TOOLS EQUIP	6.56
		REPAIR/MAINTENANCE-EQUIP	2.49
		REPAIR/MAINTENANCE-EQUIP	5.94

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		SMALL TOOLS & MINOR EQUIP	SWR 7.47
		REPAIRS/MAINT-EQUIP	SAN 53.26
		OPERATING SUPPLIES	SAN 48.43
		WARRANT TOTAL	329.68
72095	VISION FORMS, LLC	POSTAGE	SWR 1,248.53
		POSTAGE	SAN 595.45
		OPERATING SUPPLIES	SWTR 76.85
		WARRANT TOTAL	1,920.83
72096	VISTEN, LESLIE	RETIRED MEDICAL	PD 205.00
		WARRANT TOTAL	205.00
72097	WA CEMETERY & FUNERAL ASSOC	MISC-DUES/SUBSCRIPTIONS	CEM 110.00
		WARRANT TOTAL	110.00
72098	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD 144.00
		INTERGOV SVC-GUN PERMITS	PD 21.00
		WARRANT TOTAL	165.00
72099	WA STATE DEPT OF REVENUE	REPAIRS/MAINT-EQUIP	FD 8.95
		TAXES AND ASSESSMENTS	PK 47.77
		TAXES AND ASSESSMENTS	CEM 230.69
		CATALOGUE SUBSCRIPTION	LIB 256.04
		TAXES AND ASSESSMENTS	LIB 6.89
		BOOKS, PERIOD, RECORDS	LIB 15.85
		TAXES AND ASSESSMENTS	SWR 5,296.42
		CONTAINERS	SAN 40.80
		TAXES & ASSESSMENTS	SAN 5,366.44
		WARRANT TOTAL	11,269.85
72100	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD 173.25
		PROFESSIONAL SERVICES	PK 10.00
		OPERATING SUPPLIES	CEM 10.00
		PROFESSIONAL SERVICES	SWR 10.00
		WARRANT TOTAL	203.25
72101	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN 8,461.39
		WARRANT TOTAL	8,461.39
72102	WEST PAYMENT CTR	WESTLAW SERVICES	LGL 223.44
		WARRANT TOTAL	223.44
72103	WIDENER AND ASSOCIATES	ENG-SR20 WIDE METCALF-TOWN ART	463.40
		CONST-FRUIT MC MITIGATION	868.00
		WARRANT TOTAL	1,331.40
72104	WOOD, DOUG	UNIFORMS/ACCESSORIES	PD 108.15
		WARRANT TOTAL	108.15
72105	WORLINE, JOHN	FEES-CDL ENDORCEMENT	ST 30.00
		WARRANT TOTAL	30.00

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 05/25/2011 (Printed 05/25/2011 14:15)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
72106	PARADIEM FINANCIAL SERVICES	COMMUNITY CENTER		325.00
		FACILITY MONITOR REVENUE	PK	125.00
		WARRANT TOTAL		450.00
72107	ORTIZ, LINDSEY	FACILITY MONITOR REVENUE	PK	75.00
		WARRANT TOTAL		75.00
72115	BANK OF AMERICA	SUPPLIES & BOOKS	FD	71.68
		FIRE TRUCK	FD	110.95
		WARRANT TOTAL		182.63
72116	BANK OF AMERICA	SUPPLIES	JUD	33.53
		OFFICE/OPERATING SUPPLIES	IT	26.45
		OFFICE/OPERATING SUPPLIES	IT	29.94
		REPAIR-MAINTENANCE SUPPLIES	IT	48.68
		REPAIR-MAINTENANCE SUPPLIES	IT	26.98
		INTERNET SERVICES	IT	96.00
		SUPPLIES & BOOKS	FD	599.00
		WARRANT TOTAL		860.58
72117	BAY CITY SUPPLY	OPERATING SUPPLIES	FD	38.23
		REPAIRS/MAINT-DORM	FD	176.86
		OPERATING SUP - HAMMER SQ	PK	12.23
		WARRANT TOTAL		227.32
72118	BIRCH EQUIPMENT CO INC	REPAIRS/MT-RIVERFRONT	PK	295.01
		WARRANT TOTAL		295.01
72119	BIO-ENVIRONMENTAL SOLUTIONS	MAINTENANCE OF LINES	SWR	622.15
		WARRANT TOTAL		622.15
72120	BLUMENTHAL UNIFORM & EQUIP	MACHINERY & EQUIPMENT	PD	2,300.33
		WARRANT TOTAL		2,300.33
72121	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
72122	BURLINGTON, CITY OF	PROFESSIONAL SERVICES	SWR	1,000.00
		WARRANT TOTAL		1,000.00
72123	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	PD	47.73
		PUBLIC UTILITIES	FD	178.67
		UTILITIES-COMMUNITY CTR	PK	122.97
		UTILITIES-SENIOR CENTER	PK	245.11
		UTILITIES-HAMMER SQUARE	PK	36.01
		UTILITIES - SHOP	PK	239.30
		UTILITIES - SHOP	PK	45.77
		PUBLIC UTILITIES-CITY HALL	PK	1,481.02
		PUBLIC UTILITIES	ST	11.58
		PUBLIC UTILITIES	ST	102.55
		PUBLIC UTILITIES	LIB	149.34
		PUBLIC UTILITIES	SWR	123.65

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTILITIES	SAN	286.15
		WARRANT TOTAL		3,069.85
72124	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	21.10
		WARRANT TOTAL		21.10
72125	CODE 4 PUBLIC SAFETY ED ASSOC	TUITION/REGISTRATION	PD	297.00
		WARRANT TOTAL		297.00
72126	CRYSTAL SPRINGS	OPERATING SUPPLIES	CEM	12.00
		OPERATING SUPPLIES	SWR	47.37
		OPERATING SUPPLIES	SWR	38.61
		OPERATING SUPPLIES	SAN	11.98
		WARRANT TOTAL		109.96
72127	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	21.95
		SUPPLIES	FIN	21.95
		SUPPLIES/BOOKS	PLN	6.36
		SUPPLIES	ENG	6.36
		OFFICE/OPERATING SUPPLIES	PD	43.92
		OFF/OPER SUPPS & BOOKS	INSP	6.36
		WARRANT TOTAL		106.90
72128	E & E LUMBER	MACHINERY & EQUIPMENT	PD	47.58
		OPERATING SUP - LIBRARY	PK	26.37
		REPAIRS/MT-RIVERFRONT	PK	120.91
		REPAIRS/MT-RIVERFRONT	PK	5.95
		REPAIRS/MT-RIVERFRONT	PK	25.81
		REPAIRS/MT-RIVERFRONT	PK	18.06
		REPAIRS/MT-RIVERFRONT	PK	160.57
		REPAIR/MT-BINGHAM PARK	PK	44.08
		REPAIR/MT-BINGHAM PARK	PK	11.66
		REPAIR/MAINT-CITY HALL	PK	27.48
		REPAIR/MAINT-STREETS	ST	17.94
		OPERATING SUPPLIES	SWR	1.73
		OPERATING SUPPLIES	SAN	51.12
		SMALL TOOLS & MINOR EQUIP	SAN	18.09
		WARRANT TOTAL		525.73
72129	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	33.64
		OFFICE/OPERATING SUPPLIES	PD	36.67
		OFFICE/OPERATING SUPPLIES	PD	33.53
		WARRANT TOTAL		103.84
72130	EMERGENCY MEDICAL PRODUCTS INC	OPERATING SUPPLIES	FD	402.80
		SMALL TOOLS & MINOR EQUIP	FD	786.45
		WARRANT TOTAL		1,189.25
72131	FEDERAL CERTIFIED HEARING	PROF SERVICE-MEDICAL EXAMS	FD	20.00
		VOIDED WARRANT		.00
		WARRANT TOTAL		20.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
72132	FRONTIER	TELEPHONE	JUD	74.22
		TELEPHONE	EYE	111.33
		TELEPHONE	FIN	111.33
		TELEPHONE	LGL	49.48
		TELEPHONE	IT	37.11
		TELEPHONE	PLN	37.11
		TELEPHONE	ENG	86.59
		TELEPHONE	PD	371.40
		TELEPHONE	PD	57.78
		TELEPHONE	FD	136.07
		TELEPHONE	INSP	37.11
		TELEPHONE	PK	24.74
		PUBLIC UTILITIES-CITY HALL	PK	115.54
		TELEPHONE	ST	12.38
		TELEPHONE	LIB	61.90
		TELEPHONE	SWR	98.96
		TELEPHONE	SAN	49.52
		WARRANT TOTAL		1,472.57
72133	GUYLINE CONSTRUCTION, INC	REPAIRS/MT-RIVERFRONT	PK	919.70
		REPAIR/MAINT-STREETS	ST	649.20
		REPAIRS/MAINT-EQUIP	SAN	915.10
		WARRANT TOTAL		2,484.00
72134	HAYDEN, PATRICK	ASSOCIATE'S FEES	JUD	150.00
		WARRANT TOTAL		150.00
72135	INFOGROUP INC.	COMMUNITY GRANT PROGRAMS	LIB	22.78
		WARRANT TOTAL		22.78
72136	LAKESIDE INDUSTRIES	REPAIR/MAINT-STREETS	ST	1,479.20
		WARRANT TOTAL		1,479.20
72137	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	ST	233.71
		WARRANT TOTAL		233.71
72138	MATERIALS TEST &	OTHER IMPROVEMENTS	SWR	701.10
		WARRANT TOTAL		701.10
72139	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
72140	MCLOUGHLIN & EARDLEY CORP	REPAIRS/MAINT-EQUIP	FD	88.55
		WARRANT TOTAL		88.55
72141	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	3,372.48
		WARRANT TOTAL		3,372.48
72142	MOUNT VERNON, CITY LIBRARY	SUPPLIES	LIB	10.50
		WARRANT TOTAL		10.50
72143	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	25.05

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		25.05
72144	NORTHWEST WA SUBSECTION PNWS-AWWA	MISC-TUITION/REGISTRATION	SWR	100.00
		WARRANT TOTAL		100.00
72145	OFFICE DEPOT	SUPPLIES	FIN	64.56
		SUPPLIES/BOOKS	PLN	38.58
		SUPPLIES	ENG	30.34
		SUPPLIES	ENG	38.57
		OFF/OPER SUPPS & BOOKS	INSP	38.58
		WARRANT TOTAL		210.63
72146	OLIVER-HAMMER CLOTHES	UNIFORMS/ACCESSORIES	PD	200.15
		WARRANT TOTAL		200.15
72147	OWEN EQUIPMENT COMPANY	REPAIRS/MAINTENANCE	SWTR	162.87
		WARRANT TOTAL		162.87
72148	PACIFIC COMMERCIAL LOCK & KEY	OPERATING SUPPLIES	FD	56.30
		WARRANT TOTAL		56.30
72149	PAT RIMMER TIRE CTR, INC	REPAIR/MT-SMALL TOOLS EQUIP	PK	19.17
		REPAIR/MAINTENANCE-EQUIP	ST	631.33
		WARRANT TOTAL		650.50
72150	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	38.41
		SUMMER READ PROGRAM	LIB	52.75
		WARRANT TOTAL		91.16
72151	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	47.34
		POSTAGE	PLN	47.33
		POSTAGE	ENG	47.33
		POSTAGE	PD	47.34
		POSTAGE	FD	47.33
		POSTAGE	INSP	47.33
		WARRANT TOTAL		284.00
72152	PITTMAN, HAROLD	RETIRED MEDICAL	PD	37.90
		WARRANT TOTAL		37.90
72153	PROFORCE LAW ENFORCEMENT	MACHINERY & EQUIPMENT	PD	3,949.34
		MACHINERY & EQUIPMENT	PD	1,316.44
		WARRANT TOTAL		5,265.78
72154	PRINTSTREAMS	SUPPLIES	JUD	134.71
		SUPPLIES	JUD	97.92
		SUPPLIES	JUD	144.99
		SUPPLIES	JUD	79.53
		WARRANT TOTAL		457.15
72155	PUBLIC UTILITY DIS. NO.1	UTILITIES-SENIOR CENTER	PK	209.32
		PUBLIC UTILITIES-MUSEUM	PK	40.84

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		CONSTRUCTION	F-C 167.26
		WARRANT TOTAL	417.42
		RUN TOTAL	633,538.21

CITY OF SEDRO-WOLLEY  
SORTED TRANSACTION WARRANT REGISTER  
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FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	54,311.21
101	PARK FUND	7,522.36
102	CEMETERY FUND	1,033.93
103	STREET FUND	17,422.84
104	ARTERIAL STREET FUND	1,331.40
105	LIBRARY FUND	944.60
108	STADIUM FUND	374.04
230	1996 G/O BOND REDEMPTION FUND	23,175.00
303	FACILITIES MAINTENANCE FUND	3,764.38
330	1996 FIRE STATION CONST FUND	167.26
401	SEWER FUND	41,899.56
407	1998 SEWER REVENUE BOND FUND	414,500.00
412	SOLID WASTE FUND	66,842.00
425	STORMWATER	249.63
TOTAL		633,538.21

CITY OF SEDRO-WOLLEY  
SORTED TRANSACTION WARRANT REGISTER  
05/25/2011 (Printed 05/25/2011 14:15)

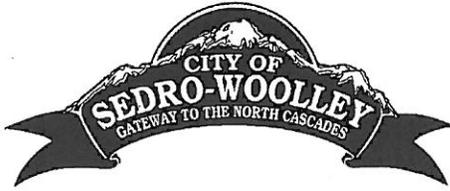
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DEPARTMENT	AMOUNT
001 000 012	6,433.92
001 000 013	1,602.11
001 000 014	679.95
001 000 015	2,778.00
001 000 016	200.00
001 000 017	265.16
001 000 019	275.92
001 000 020	802.69
001 000 021	37,453.20
001 000 022	3,653.86
001 000 024	166.40
FUND CURRENT EXPENSE FUND	54,311.21
101 000 000	525.00
101 000 076	6,997.36
FUND PARK FUND	7,522.36
102 000 036	1,033.93
FUND CEMETERY FUND	1,033.93
103 000 042	17,422.84
FUND STREET FUND	17,422.84
104 000 042	1,331.40
FUND ARTERIAL STREET FUND	1,331.40
105 000 072	944.60
FUND LIBRARY FUND	944.60
108 000 019	374.04
FUND STADIUM FUND	374.04
230 000 082	23,175.00
FUND 1996 G/O BOND REDEMPTION FUND	23,175.00
303 000 075	3,764.38
FUND FACILITIES MAINTENANCE FUND	3,764.38
330 000 082	167.26
FUND 1996 FIRE STATION CONST FUND	167.26
401 000 035	41,899.56
FUND SEWER FUND	41,899.56
407 000 082	414,500.00
FUND 1998 SEWER REVENUE BOND FUND	414,500.00
412 000 037	66,842.00
FUND SOLID WASTE FUND	66,842.00
425 000 039	249.63
FUND STORMWATER	249.63

VENDOR	VENDOR NAME	INVOICE NUMBER	REFERENCE	INVOICE DATE	DUE DATE	COMMENTS
	TOTAL		633,538.21			

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 25 2011



7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 3C

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Jail Medical  
FOR MEETING ON: May 25, 2011

ISSUE: Should the Council approve the attached agreement with Skagit Public Hospital District No. 304 regarding in custody medical costs?

DISCUSSION: Under state law the City is responsible for paying medical costs for inmates in jail from the time they are placed into custody until they are released from jail (misdemeanor offenses) or from custody until sentencing (felony offenses). For felons, the county picks up the jail medical tab following sentencing. We use UGH primarily for fit for jail physicals and medical care related to preparing someone for jail.

Currently, the City is billed 100% of the hospital's rack rate for medical services. I believe this to be the highest available rate the hospital offers. The cities of Mount Vernon, Burlington and Sedro-Woolley believe that current state law limits the hospital's billing to 50% of the Medicaid rate. The hospital disagrees. This agreement represents a compromise where the hospital would bill at 70% of the rack rate which represents a 30% decrease over our current billings. (The City has a similar agreement with the Mount Vernon hospital for a 55% rate; the increase here is due to the lower billing rates at UGH).

Either party may terminate the agreement upon 90 days notice.

REQUESTS FOR ACTION: Motion to approve the attached agreement with Skagit Public Hospital District No. 304 regarding in custody medical costs.

## AGREEMENT FOR MEDICAL SERVICES

### PARTIES

The Parties to this Agreement are:

1. The **CITY OF SEDRO-WOOLLEY, WASHINGTON**, a municipal corporation of the State of Washington, hereinafter referred to as “the **CITY**”; and
2. **SKAGIT PUBLIC HOSPITAL DISTRICT NO. 304**, a public hospital district organized under Chapter 70.44 RCW, hereinafter referred to as “the **HOSPITAL**”.

### WITNESSETH THAT:

WHEREAS, The **CITY** is in need for the provisions of medical services required and governed under state law for inmates and certain detainees of the Sedro-Woolley Police Department; and

WHEREAS, The **HOSPITAL** represents that they are in all respects qualified to and capable of performing said medical services,

WHEREAS, It is the intent of this Agreement that all inmates receive appropriate and cost-effective emergency and necessary medical care.

**NOW, THEREFORE, the Parties hereto do mutually agree as follows:**

### AGREEMENT

1. **DEFINITIONS**

The following definitions shall apply:

“**HOSPITAL**” shall mean Skagit Public Hospital District No.304, including but not limited to any physician group, affiliate, subsidiary, annexed and off site medical provider, or any other medical provider which is utilized or arranged to provide services under this Agreement.

“**Inmate**” shall mean any person effectively in custody when arrested and under the supervision of law enforcement officers, whether or not a jail or other correctional facility has booked and formally accepted custody.

“Jail” shall mean any holding, detention, special detention, or correctional facility

2. **CONTRACTUAL RELATIONSHIP.**

A. It is agreed by and between the parties that this Agreement shall not constitute nor create an employer-employee relationship, and since the **HOSPITAL** is an independent contractor, the **HOSPITAL** shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workmen's Compensation), and that the **HOSPITAL** agrees to indemnify, defend and hold the **CITY** harmless from any claims, valid or otherwise, made to the **CITY**, because of these obligations.

B. Any and all employees of the **HOSPITAL**, while engaged in the performance of any work under this Agreement, shall be considered employees of only the **HOSPITAL** and not employees of the **CITY**. The **HOSPITAL** shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or the **HOSPITAL**, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the **HOSPITAL**'s employees, while so engaged on any of the work

C. The **HOSPITAL** shall comply with all applicable provisions of the Fair Labor Standards Act, the Federal Health Insurance Portability and Accountability Act (HIPAA), state medical privacy laws, and other legislation affecting its employees, operations and services, and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the **CITY** free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

D. The **HOSPITAL** assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, City business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the **HOSPITAL** and as to all duties, activities and requirements by the **HOSPITAL** in performance of the Work and the **HOSPITAL** shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

E. The **HOSPITAL** is not considered to be an employee of the **CITY** for any purpose, and neither the **HOSPITAL** nor any employee of the **HOSPITAL** shall be entitled to any of the benefits the **CITY** provides for the **CITY**'S employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. The **HOSPITAL** specifically represents and stipulates that it is engaged in the profession and business of providing the services as set forth in this Agreement and that it has registered to do business in the State of Washington and City of Sedro-Woolley and pays all necessary taxes and assessments levied against such business. It is understood that the **CITY** does not agree to use the **HOSPITAL** exclusively. It is further understood that the **HOSPITAL** is free to contract for similar service to be performed for others while he/she is under contract with the **CITY**.

3. **SCOPE OF SERVICE.**

The **HOSPITAL** shall do, perform, and carry out in satisfactory and proper manner the services set forth in this Agreement. The **HOSPITAL** agrees to perform such medical services set forth in this Agreement in accordance with generally accepted standards and shall use that degree of care and skill to comply with all applicable federal, state, and local laws, regulations, rules and ordinances now in force of that may hereinafter be enacted or promulgated. None of the work or services covered by this Agreement shall be subcontracted at different rates than what is set forth in Section 5 of this Agreement without prior written approval of the **CITY**.

4. **SERVICES TO BE PROVIDED BY HOSPITAL.**

The **HOSPITAL** shall perform or arrange for emergency or necessary health care and related medical services (“Services”) needed for inmates in a manner consistent with accepted practices for other similar medical services. Such services shall include:

- A. Inpatient, outpatient, preventive, diagnostic, laboratory, mental, and rehabilitative services provided by licensed health care professionals and/or facilities when necessary; and primarily in a back-up role to other neighboring facilities;
- B. Necessary screening and testing for fitness of inmates yet to be placed into the Skagit County jail or other jail facilities; and
- C. Maintaining patient records as required by law; and
- D. **HOSPITAL** shall employ reasonable efforts to, as part of the screening process, obtain general information concerning the inmate's ability to pay for medical care, including all pertinent health care coverage information such as any private, primary, or secondary health plans, state or federal coverage or eligibility, or other medical benefits or resources to which an inmate is entitled. Reasonable efforts shall not include efforts which carry a risk of reasonably foreseeable disruption to **HOSPITAL** operations or reasonably foreseeable harm to the safety of patient or **HOSPITAL** staff; and
- E. Reimbursement billing procedures that first seek reimbursement from all other health care coverage or medical benefits or resources the inmate may have, including federal or state coverage if applicable, prior to billing the **CITY** under the negotiated rates set forth in Section 5.

5. **PAYMENT AND BILLING PROCEDURES:**

- A. In the event an inmate is ineligible for medical benefits as set forth in Subsection 4 E above, the **CITY** will pay for Services provided at seventy percent (70%) of standard billed charges as full compensation for services rendered. Direct billing shall occur pursuant to billing procedures set forth in Subsection B below. Direct billing payment pursuant to billing procedures set forth in Subsection B below shall be in thirty days after receipt of proper invoice.
- B. The **HOSPITAL** shall bill the **CITY** directly for any services provided under this Agreement arranged and provided while an inmate is effectively in custody and under the supervision of **CITY** law enforcement officers prior to booking and formal acceptance into Skagit County jail or other correctional facility. Services provided while a **CITY** inmate is incarcerated in the

Skagit County Jail or other correctional facility shall be billed, pursuant to RCW 70.48.130, to the governing unit responsible for the operation, supervision, and maintenance of the facility as defined by RCW 70.48.020 at the rate set forth in Subsection A above subject to further agreement by governing unit and the HOSPITAL. The governing unit shall, in turn, seek reimbursement with the CITY. Further, notwithstanding the above, HOSPITAL specifically agrees to bill the Washington State Patrol directly for any charges related to persons being held in the jail for care for which the Washington State Patrol initiated the charges for which the person is being held in jail.

6. **TERMINATION OF CONTRACT.**

The HOSPITAL or the CITY may terminate this Agreement without cause at any time by giving written notice to the other of such termination and specifying the effective date thereof at least ninety (90) days before the effective date of such termination.

In the event of a breach of this Agreement by either party, the non-breaching party may terminate this Agreement by giving thirty (30) days notice to the breaching party. Notice shall specify in detail the nature of the alleged breach. If the breach is not cured within a thirty (30) day period, then the date of termination shall be the date set forth in the notice of termination.

7. **ASSIGNABILITY.**

The HOSPITAL shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the CITY thereto: however, claims for money due, or to become due, to the HOSPITAL from the CITY under this contract may be assigned to a third party engaged in such medical billing practices without approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

8. **TRANSPORTATION**

The CITY shall provide or arrange for transportation of an inmate to and from HOSPITAL facilities to receive necessary medical services.

9. **PROFESSIONAL LIABILITY.**

The CITY will defend, indemnify, and save harmless, the HOSPITAL, its elected and appointed officers, deputies and employees from and against any damage, cost, claim, or liability arising out of this Agreement, attributable to the negligent acts or omissions of the CITY its officers, employees, or agents.

The HOSPITAL will defend, indemnify and save harmless, the CITY, its elected and appointed officials and officers, employees and insurers from and against any damage, cost, claim, or liability arising out of this Agreement attributable to the acts or omissions of the HOSPITAL, its employees or agents.

The HOSPITAL shall provide and maintain professional liability policy or other similar

coverage to cover medical services rendered.

10. **NOTICE**

All notices and payments hereunder shall be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To Sedro-Woolley

To Skagit Hospital District No. 304

Attn: Police Chief  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Attn: Administration  
2000 Hospital Drive  
Sedro-Woolley, WA 98284

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

11. **MISCELLANEOUS PROVISIONS**

- A. **Waiver.** Any waiver by the **HOSPITAL** or the **CITY** or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
- B. **Venue.** It is agreed that venue for any lawsuit arising out of this Agreement shall be Skagit County.
- C. **Severability.** If any term in this Agreement shall be found invalid, the remainder of this Agreement shall not be affected thereby, and each remaining term shall be valid and shall be enforced to the fullest extent permitted by law.
- D. **Counterparts.** The parties may execute this Agreement in counterparts, each of which is deemed an original and all of which shall constitute one original.
- E. **Captions/Headings.** The captions or headings in this Agreement are made for convenience and general reference only and should not be construed to describe or limit the scope or the intent of the provisions of this Agreement.
- F. **Authorship/Interpretation.** This Agreement has been drafted by counsel as a convenience to the parties only and shall not, by reason of such action, be construed against the party represented by the drafting counsel.
- G. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity a municipal corporation or special purpose district duly organized under the laws of the State of Washington.





# Washington State Hospital Association - Health Information Program

HIP-Enhanced CHARS January - June 2010 Inpatient Discharge & Observation Stay Files

## Hospital Discharge Summary -- January - June 2010 Discharges Hospital Observation Stays Summary -- January - June 2010 Observation Stays

Critical Access Hospital	Hosp ID	Hospital	Discharges	Patient Days	Mean LOS	Total Charges	Mean Charge per Discharge	Mean Charge per Day	Hospital Case-Mix Index	CMI Adjusted Mean Charge per Discharge
	078	Samaritan Healthcare	1,922	4,476	2.329	\$18,959,511	\$9,864	\$4,236	0.60206	\$16,385
	<b>Total</b>	<b>Samaritan Healthcare</b>	<b>1,922</b>	<b>4,476</b>	<b>2.329</b>	<b>\$18,959,511</b>	<b>\$9,864</b>	<b>\$4,236</b>	<b>0.60206</b>	<b>\$16,385</b>
		<i>Samaritan Healthcare - Obs</i>	<i>271</i>	<i>349</i>	<i>1.288</i>	<i>\$2,360,388</i>	<i>\$8,710</i>	<i>\$6,763</i>		
	204	Seattle Cancer Care Alliance	258	3,046	11.806	\$29,204,538	\$113,196	\$9,588	3.58691	\$31,558
	<b>Total</b>	<b>Seattle Cancer Care Alliance</b>	<b>258</b>	<b>3,046</b>	<b>11.806</b>	<b>\$29,204,538</b>	<b>\$113,196</b>	<b>\$9,588</b>	<b>3.58691</b>	<b>\$31,558</b>
		<i>Seattle Cancer Care Alliance - Obs</i>	<i>2,471</i>	<i>3,086</i>	<i>1.249</i>	<i>\$19,372,810</i>	<i>\$7,840</i>	<i>\$6,278</i>		
	014	Seattle Children's	5,931	35,866	6.047	\$360,203,867	\$60,732	\$10,043	1.28249	\$47,355
	<b>Total</b>	<b>Seattle Children's</b>	<b>5,931</b>	<b>35,866</b>	<b>6.047</b>	<b>\$360,203,867</b>	<b>\$60,732</b>	<b>\$10,043</b>	<b>1.28249</b>	<b>\$47,355</b>
		<i>Seattle Children's - Obs</i>	<i>1,332</i>	<i>1,674</i>	<i>1.257</i>	<i>\$15,428,205</i>	<i>\$11,583</i>	<i>\$9,216</i>		
	207	Skagit Valley Hospital	4,494	14,437	3.213	\$111,797,931	\$24,877	\$7,744	0.89471	\$27,805
	207P	Skagit Valley Hospital	253	1,544	6.103	\$4,833,507	\$19,105	\$3,131	0.70079	\$27,262
	<b>Total</b>	<b>Skagit Valley Hospital</b>	<b>4,747</b>	<b>15,981</b>	<b>3.367</b>	<b>\$116,631,438</b>	<b>\$24,570</b>	<b>\$7,298</b>	<b>0.88438</b>	<b>\$27,782</b>
		<i>Skagit Valley Hospital - Obs</i>	<i>673</i>	<i>852</i>	<i>1.266</i>	<i>\$11,210,477</i>	<i>\$16,657</i>	<i>\$13,158</i>		
	096	Skyline Hospital	261	711	2.724	\$2,796,223	\$10,714	\$3,933	0.58677	\$18,258
	096S	Skyline Hospital	30	329	10.967	\$722,789	\$24,093	\$2,197	0.86143	\$27,969
✓	<b>Total</b>	<b>Skyline Hospital</b>	<b>291</b>	<b>1,040</b>	<b>3.674</b>	<b>\$3,519,011</b>	<b>\$12,093</b>	<b>\$3,384</b>	<b>0.61508</b>	<b>\$19,660</b>
		<i>Skyline Hospital - Obs</i>	<i>71</i>	<i>74</i>	<i>1.042</i>	<i>\$453,115</i>	<i>\$6,382</i>	<i>\$6,123</i>		
	195	Snoqualmie Valley Hospital	91	431	4.736	\$961,399	\$10,565	\$2,231	0.63409	\$16,661
	195S	Snoqualmie Valley Hospital	144	2,962	20.569	\$4,589,717	\$31,873	\$1,550	0.66765	\$47,739
✓	<b>Total</b>	<b>Snoqualmie Valley Hospital</b>	<b>235</b>	<b>3,393</b>	<b>14.438</b>	<b>\$5,551,117</b>	<b>\$23,622</b>	<b>\$1,636</b>	<b>0.65465</b>	<b>\$36,083</b>
		<i>Snoqualmie Valley Hospital - Obs</i>	<i>25</i>	<i>28</i>	<i>1.120</i>	<i>\$61,670</i>	<i>\$2,467</i>	<i>\$2,203</i>		



# Washington State Hospital Association - Health Information Program

HIP-Enhanced CHARS January - June 2010 Inpatient Discharge & Observation Stay Files

## Hospital Discharge Summary -- January - June 2010 Discharges Hospital Observation Stays Summary -- January - June 2010 Observation Stays

Critical Access Hospital	Hosp ID	Hospital	Discharges	Patient Days	Mean LOS	Total Charges	Mean Charge per Discharge	Mean Charge per Day	Hospital Case-Mix Index	CMI Adjusted Mean Charge per Discharge
	108	Tri-State Memorial Hospital	751	2,737	3.644	\$14,621,778	\$19,470	\$5,342	1.27141	\$15,314
	108S	Tri-State Memorial Hospital	12	57	4.750	\$62,158	\$5,180	\$1,090	0.91776	\$5,644
✓	Total	Tri-State Memorial Hospital	763	2,794	3.662	\$14,683,936	\$19,245	\$5,256	1.26585	\$15,203
		<i>Tri-State Memorial Hospital - Obs</i>	45	57	1.267	\$216,801	\$4,818	\$3,804		
	206	United General Hospital	631	2,102	3.331	\$9,235,478	\$14,636	\$4,394	0.81337	\$17,995
	206S	United General Hospital	9	62	6.889	\$118,599	\$13,178	\$1,913	1.10517	\$11,924
✓	Total	United General Hospital	640	2,164	3.381	\$9,354,077	\$14,616	\$4,323	0.81747	\$17,879
		<i>United General Hospital - Obs</i>	216	238	1.102	\$1,509,314	\$6,988	\$6,342		
	128	University of Washington Med Ctr	9,300	49,921	5.368	\$374,333,696	\$40,251	\$7,499	1.59206	\$25,282
	128P	University of Washington Med Ctr	219	1,814	8.283	\$3,177,164	\$14,508	\$1,751	0.70277	\$20,644
	128R	University of Washington Med Ctr	101	1,942	19.228	\$6,115,260	\$60,547	\$3,149	1.57690	\$38,396
	Total	University of Washington Med Ctr	9,620	53,677	5.580	\$383,626,120	\$39,878	\$7,147	1.57166	\$25,373
		<i>University of Washington Med Ctr - Obs</i>	307	337	1.098	\$1,518,499	\$4,946	\$4,506		
	104	Valley General Hospital-Monroe	1,323	6,733	5.089	\$17,090,038	\$12,918	\$2,538	0.72903	\$17,719
	104P	Valley General Hospital-Monroe	168	1,295	7.708	\$1,466,723	\$8,731	\$1,133	0.74718	\$11,685
	Total	Valley General Hospital-Monroe	1,491	8,028	5.384	\$18,556,761	\$12,446	\$2,312	0.73107	\$17,024
		<i>Valley General Hospital-Monroe - Obs</i>	294	317	1.078	\$1,300,983	\$4,425	\$4,104		
	180	Valley Hosp & Med Ctr-Spokane	2,699	8,308	3.078	\$49,965,068	\$18,512	\$6,014	0.87675	\$21,115
	Total	Valley Hosp & Med Ctr-Spokane	2,699	8,308	3.078	\$49,965,068	\$18,512	\$6,014	0.87675	\$21,115
		<i>Valley Hosp &amp; Med Ctr-Spokane - Obs</i>	345	371	1.075	\$1,899,453	\$5,506	\$5,120		

MAY 25 2011

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 39

FUNDING AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF SEDRO-WOOLLEY

Skagit County, through the Department of Administrative Services (hereinafter referred to as County) and City of Sedro-Woolley (hereinafter referred to as Recipient), for and in consideration of the mutual benefits do hereby agree as follows:

1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370. Future economic development projects require input from the County's Cities and Towns and it is imperative that they remain members of the Economic Development Association of Skagit County. Given the current economic downturn and the constraint it has placed on municipal budgets, it is recognized that this stop-gap funding mechanism will allow Cities and Towns to continue to participate as members.
2. Scope of Work: Recipient will use the funds distributed under this contract pursuant to the intent and purpose of RCW 82.14.370. Further, Recipient is to use such funds as reimbursement for payments made to the Skagit County Economic Development Association for the calendar year 2010.
3. Payment: County will compensate Recipient a maximum of \$2,000, chargeable to GL expenditure code # 342 585024110. Recipient shall submit a statement of work describing the use of funds distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees that in the event the county or other state or federal agency finds that the funds distributed pursuant to this agreement violate any state or federal laws including but not limited to the primary purpose for which funds pursuant to this agreement are being given, Recipient agrees to return the funds provided by County under this agreement to County including any penalties and interest, and agrees to hold County harmless and indemnify County for distributing such funds contrary to state or federal law. Further, in the event that funds provided to Recipient under this agreement are used for a purpose other than what was originally described in its

application of funds, then Recipient agrees to return such funds to the County upon demand.

5. The parties agree that Recipient is an independent contractor and not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Recipient represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

6. 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 in writing.

6.1 The County's representative shall be the Budget and Finance Director:

Trisha Logue  
1800 Continental Place, Suite 100  
Mount Vernon, WA 98273

6.2 Recipient's representative shall be the Finance Director:

Patsy Nelson  
325 Metcalf Street  
Sedro-Woolley, WA 98284

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

7. Defense & Indemnity Agreement: The Recipient agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Recipient, its

subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials 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.

8. This Contract shall commence on January 1, 2011 and continue until either party terminates by giving 30 days' notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, or until the County has distributed all funds which it has allocated to the Recipient pursuant to Resolution #R20110140, but in no event shall the contract continue for more than one year from January 1, 2011.

9. The Recipient shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

10. The Recipient will secure, at his own expense, all personnel required in performing said services under this Contract. Recipient shall be personally liable for applicable payroll, Labor and Industries premiums, and all taxes, and shall hold the County harmless from any claims related thereto.

11. Right to Review: This contract is subject to review by the State Auditor's office. The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records of other materials, which the County deems pertinent to the Agreement and its performance. Recipient shall preserve and maintain all financial records and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

12. Acknowledgement of Funding: All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, "This project received funding from Skagit County," or similar language acknowledging Skagit County's funding contribution. Further, Recipient shall notify the County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the County's contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

13. Prevailing Wages: If Prevailing Wages are applicable to the work provided under the Agreement then Recipient shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by

the Department of Labor and Industries, each voucher claim submitted by a Recipient for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

14. Nondiscrimination: During the performance of this contract, the Recipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Recipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

15. Compliance with Applicable Law: The Recipient and all subcontractors of Recipient shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations. In the event of the Recipient's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to so comply with applicable law.

16. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

17. No Separate Legal Entity: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement.

18. Termination of Contract for Cause

a. If, through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Recipient shall violate any of its covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default

or violation is not corrected within thirty (30) days after submitting written notice to the Recipient describing such default or violation. Further, in the event Recipient fails to expend funds under this contract in accordance with State or Federal laws and/or the provisions of the agreement, the County reserves the right to recapture funds expended to Recipient in an amount equal to the extent of the noncompliance.

b. The County may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

19. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Recipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Nonassignability: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Recipient.

21. Taxes: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Recipient or its staff shall be the sole responsibility of the Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2011.

City of Sedro-Woolley

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
Signature & Title of Signatory  
(Date \_\_\_\_\_)

\_\_\_\_\_  
Ron Wesen, Chairman

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Sharon D. Dillon, Commissioner

Mailing Address:  
\_\_\_\_\_  
325 Metcalf Street  
\_\_\_\_\_  
Sedro-Woolley, WA 98284  
\_\_\_\_\_

For contracts under \$5000

\_\_\_\_\_  
County Administrator  
(Authorization per Resolution #R20030146)

Telephone No. (360) 855-1661  
Fed. Tax ID # \_\_\_\_\_  
Contractor Lic. #. \_\_\_\_\_

Recommended:

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

\_\_\_\_\_  
Budget and Finance Director

Approved as to Indemnification:

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

Attest:

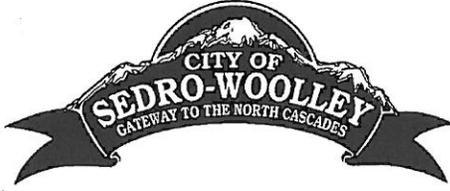
Approved as to Form:

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

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

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 25 2011



7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 3e

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Out of state travel  
FOR MEETING ON: May 25, 2011

ISSUE: Should the Council approve out of state travel for the Mayor and City Supervisor to attend a three day conference at the U.S. Army Corps of Engineers' headquarters office in Washington D.C.?

DISCUSSION: This item was discussed at your May 11<sup>th</sup> meeting and due to the timing, this trip has already been scheduled. Skagit County was summoned to attend a three day conference at the Corps headquarters in Washington D.C. This meeting will include a vertical team meeting with participation from all three levels of the Corps, the County and representatives from our Federal legislative delegation. Also attending will be representatives from Burlington, La Conner, a couple of dike districts and possibly Mount Vernon. The purpose of this conference is to discuss the status and future of the Skagit River General Investigation (GI) Study. It is possible that the future of the GI will be determined during this meeting.

Sedro-Woolley needs to be at the table during this meeting to: 1. Continue the strategic partnership with the County and neighboring jurisdictions on this critical issue, 2. Use the strength of the group to ensure that countywide interests and objectives are best achieved in any potential outcome with the GI process, and 3. Be sure that the specific interests of Sedro-Woolley citizens are addressed.

Additional information on costs will be available at the meeting. Funding will be shared by the general fund and the sewer budgets as one of our significant issues is the WWTP ring dike measure in the GI.

REQUESTS FOR ACTION: Motion to ratify and approve the out of state travel request for the Mayor and City Supervisor attend a three day conference at the U.S. Army Corps of Engineers' headquarters office in Washington D.C. from May 31<sup>st</sup> to June 3<sup>rd</sup>.

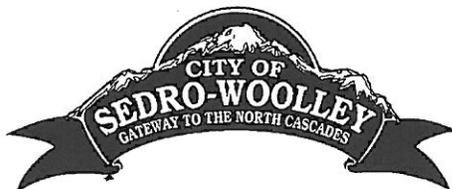
CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 25 2011

CITY OF SEDRO-WOOLLEY

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

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 37



Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: COPS grant  
FOR MEETING ON: May 25, 2011

ISSUE: Should the Council authorize the Mayor and staff to apply for a COPS grant from the U.S. Department of Justice?

DISCUSSION: We have applied in the past with no luck, however, because we remain short handed, I would like authorization to apply again for this grant. Attached is a short fact sheet detailing the grant program.

If awarded, the Department of Justice would pay 100% of the beginning salary for a commissioned officer (including benefits) for 36 months. The City would then be responsible for retaining that officer for twelve additional months, at City expense.

The application deadline is May 25<sup>th</sup>. Therefore, this request is for the City Council to ratify the application.

REQUESTS FOR ACTION: Motion to authorize and ratify the City's application for a COPS grant from the U.S. Department of Justice.



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**★

April 18, 2011

Dear Colleague:

The Office of Community Oriented Policing Services (COPS) is pleased to announce that we will be accepting grant applications for the Fiscal Year (FY) 2011 **COPS Hiring Program (CHP)**. Subject to funding availability, approximately \$200 million may be available under FY 2011 CHP for the hiring and rehiring of additional career law enforcement officers.

The FY 2011 CHP solicitation will open on May 2, 2011. The application deadline will be **May 25, 2011, at 8:59 PM, EDT**. Please note that applications for this program must be submitted in two parts. First, applicants must apply online via [www.grants.gov](http://www.grants.gov) to complete the SF-424, which is a government-wide standard form required for competitive grant application packages. The SF-424 is intended to reduce the administrative burden to the Federal grants community, which includes applicants/grantees and Federal staff involved in grants-related activities. Once the SF-424 has been submitted, you will receive an e-mail from the COPS Office with instructions on completing the second part of the CHP application through the COPS Office Online Application System found on the COPS Office website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov). Applications must be submitted via the COPS Office Online Application System by **8:59 PM, EDT, on May 25, 2011** to be considered for FY 2011 CHP funding.

CHP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to impact their community policing capacity and problem solving efforts.

CHP grants provide 100 percent funding for approved entry-level salaries and benefits for 3 years (36 months) for newly-hired, full-time sworn officer positions (including filling existing unfunded vacancies) or for rehired officers who have been laid off, or are scheduled to be laid off on a specific future date, as a result of local budget cuts. There is no local match requirement or cap on the amount of funding that can be requested per officer position, but CHP grant funding will be based on your agency's current entry-level salary and benefits packages. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the grantee agency. All agencies' requests will be capped at no more than 5% of their actual sworn force strength reported in their application, up to a maximum of 50 officers. The request of any agency with a sworn force strength less than or equal to 20 will be capped at one officer.

At the conclusion of federal funding, grantees must retain all sworn officer positions awarded under the CHP grant for a minimum of one year (12 months). The retained CHP-funded position(s) should be added to the grantee's law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant.

The COPS Office looks forward to working with your agency. If you would like more information or require technical assistance during the solicitation process, please contact the COPS Office Response Center at 1.800.421.6770.

Sincerely,

Bernard K. Melekian  
Director

### ***Before Preparing Your Application***

The COPS Office wants to ensure that your agency has sufficient time to complete your FY 2011 CHP application once the solicitation opens. We strongly recommend that your agency begin preparations for submitting your application at this time. To minimize delays in submitting your application, please take some time now to address the following items.

- Register at [www.grants.gov](http://www.grants.gov) to apply for federal funding. In order to apply for a grant, your organization must complete the Grants.gov registration process. The registration process can take between three to five business days or as long as four weeks if all steps are not completed in a timely manner. Therefore, you should register early. You must have a Data Universal Numbering System (DUNS) number and be registered with the Central Contractor Registration (CCR) database to begin your application with Grants.gov. For additional instructions on how to register with Grants.gov please visit [http://www.grants.gov/applicants/get\\_registered.jsp](http://www.grants.gov/applicants/get_registered.jsp).
- All Applicants must have a Data Universal Numbering System (DUNS) number prior to submitting an application for COPS funding. A DUNS number is a unique nine or thirteen-digit sequence recognized as the universal standard for identifying and tracking entities receiving federal funds. Please note that obtaining a DUNS number may take one to two business days. To obtain or verify your DUNS number, please call 1.866.705.5711 or visit [www.dnb.com/us](http://www.dnb.com/us).
- All Applicants must be registered with the Central Contractor Registration (CCR) database prior to submitting an application for COPS funding. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and sub-recipients. Applicants must maintain an active CCR registration with current information at all times during the grant application process and, if awarded, the grant award period. If you have an active CCR registration that is set to expire before September 30, 2011, you must renew your CCR registration before completing the application. Please note that the CCR verification process may take up to two weeks to complete. To register or to verify that your CCR registration has not expired, please visit [www.ccr.gov](http://www.ccr.gov).
- Applicants should note that all recipients of awards of \$25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act (FFATA), will be required to report award information on any first-tier subawards totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. If applicable, the FFATA Subaward Reporting System (FSRS), accessible at [www.fsr.gov](http://www.fsr.gov), is the reporting tool recipients under this solicitation will use to capture and report subaward information and any executive compensation data required by FFATA. The subaward information entered in FSRS will then be displayed on [www.USASpending.gov](http://www.USASpending.gov) associated with the prime award, furthering Federal spending transparency. **Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the applicable reporting requirements should it receive funding.**
- Visit the “Account Access” portion of the COPS web site at [www.cops.usdoj.gov](http://www.cops.usdoj.gov) to determine if your agency currently has an active online account and/or how to create one. If you do not remember your password, you can use this site to have a password reminder sent to you. Please note that the COPS Agency Portal (“Account Access”) has recently been modified. Answers to frequently asked questions regarding the COPS Agency Portal can be found at: <http://www.cops.usdoj.gov/Default.asp?Item=2566> or by contacting the COPS Office Response Center at 1.800.421.6770.
- If your agency was never assigned a password or you need assistance creating an account and/or system access, or you would like to verify your agency’s correct ORI number, call 1.800.421.6770 between 9:00 a.m. and 5:00 p.m. Eastern Daylight Time, or e-mail [askcopsrc@usdoj.gov](mailto:askcopsrc@usdoj.gov).
- Once logged into “Account Access,” your agency will be able to add additional user accounts and also update your agency contact and address information. Please take this time to ensure that your agency’s Law Enforcement Executive, Government Executive, and point of contact information are current with our office.
- You will be required to provide the unique Geographic Names Information System (GNIS) identification number assigned to your agency. The GNIS database is maintained by the U.S. Geological Survey, U.S. Department of the Interior. To look up your GNIS Feature ID, please visit their website at: <http://geonames.usgs.gov/domestic/index.html>.



# Fact Sheet

[www.cops.usdoj.gov](http://www.cops.usdoj.gov)

“Community Policing, at its simplest, is about building relationships and solving problems.”

Bernard Melekian, Director  
Office of Community Oriented Policing Services

## 2011 COPS Hiring Program Strengthening Community Policing by Hiring Officers

The fiscal year (FY) 2011 COPS Hiring Program (CHP) is designed to advance public safety through community policing by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide. CHP provides funds directly to law enforcement agencies to hire new and/or rehire career law enforcement officers, and to increase their community policing capacity and crime prevention efforts. Available CHP funding in FY2011 will be just over \$200 million.

The FY2011 CHP grant program is an open solicitation. All state, local, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply.

Below are a variety of resources to better enable law enforcement agencies to recruit, hire, and retain officers.

- ***Innovations in Police Recruitment and Hiring – Hiring in the Spirit of Service***  
This publication discusses how agencies met their goals of hiring service-oriented recruits; the challenges encountered as well as lessons learned. <http://cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=113>
- ***Recruitment, Hiring, and Retention Resources for Law Enforcement CD-ROM***  
This CD provides resources to assist those responsible for finding, training, and retaining qualified staff. [www.cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=450](http://www.cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=450)
- ***Police Recruitment and Retention Clearinghouse***  
The purpose of this website is to promote evidence-based personnel planning by making information on police staffing readily available for police decision makers in an easy to use, searchable form. [www.rand.org/ise/centers/qualitypolicing/cops](http://www.rand.org/ise/centers/qualitypolicing/cops)

### Supporting Local Law Enforcement

More than 15 years after the Violent Crime Control and Law Enforcement Act of 1994 was signed into law, the COPS Office continues to support the efforts of law enforcement agencies across the country as they develop creative and innovative ways to deal with long-standing community problems and public safety issues. To date, the COPS Office has funded the addition of nearly 122,800 officers to over 13,600 state, local, and tribal law enforcement agencies to advance community policing in small and large jurisdictions across the nation.

CHP is one of several hiring programs developed by the COPS Office since its inception to support law enforcement. This is particularly important as state, local, and tribal law enforcement agencies embrace the challenges of keeping communities safe while maintaining sufficient sworn personnel levels.

### Funding Provisions

The COPS Office will accept new applications for the FY2011 CHP grant program in a two part process. First, agencies **must** register and apply online via [www.grants.gov](http://www.grants.gov) to complete the Standard Form 424 (SF-424). The SF-424 is a government-wide standard application form for federal assistance. The SF-424 is intended to reduce the administrative burden to the federal grants community, which includes applicants/grantees and federal staff involved in grants-related activities. Once the SF-424 has been submitted, the applicant will receive an e-mail from the COPS Office with instructions on completing the second part of the CHP application process through the COPS Office Online Application System found on the COPS Office website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov).

All applicants for federal grants and cooperative agreements, with the exception of individuals other than sole proprietors, are required to have a Data Universal Numbering System (DUNS) number and be registered in the Central Contractor Registration (CCR) database **prior** to submitting an application.

- **Discover Policing**  
This website offers first hand descriptions of law enforcement work and provides opportunities for potential recruits and agencies to connect. [www.discoverpolicing.org](http://www.discoverpolicing.org)
- **Police Training Officer (PTO) CD-ROM**  
This CD is a four-part compilation of resources of the COPS Office Police Training Officer (PTO) program, an innovative field training experience reflecting policing in the 21st century. [www.cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=491](http://www.cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=491)
- **Police Recruitment and Retention for the New Millennium**  
This guidebook summarizes for police practitioners lessons on recruiting and retaining diverse, effective workforces. It provides a means for local officials to identify what has been tried elsewhere and what might be applicable in their own communities. <http://cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=599>
- **Today's Police and Sheriff Recruits**  
This report provides the results of a recruit assessment conducted by RAND, including both findings about the overall sample as well as those focused on groups often of particular interest to law enforcement recruitment professionals. <http://cops.usdoj.gov/RIC/ResourceDetail.aspx?RID=592>

Additional COPS publications and resources are posted online at [www.cops.usdoj.gov](http://www.cops.usdoj.gov).

It is strongly recommended that applicants register immediately on Grants.gov. In addition, applicants are strongly encouraged to complete the SF-424 and Section 1 on Grants.gov as quickly as possible. Any delays in registering with Grants.gov or submitting the SF-424 may result in insufficient time for processing your application through Grants.gov or the COPS Office Online Application System.

Complete application packages for the FY2011 CHP Solicitation are due by **May 25, 2011, at 8:59 PM, EDT**. Hard copies or electronic copies sent via e-mail will not be accepted.

CHP grants will provide 100 percent funding for approved entry-level salaries and fringe benefits of full-time officers for 36 months of grant funding. CHP grants may be used on or after the official grant award start date to: (1) hire new officer positions (including filling existing officer vacancies that are no longer funded in an agency's budget); (2) rehire officers already laid off (at the time of application) as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions unrelated to the receipt of grant funding; or (3) rehire officers scheduled to be laid off (at the time of application) on a specific future date as a result of state, local, or BIA budget reductions unrelated to the receipt of grant funding. CHP applicants may request funding in one or more of the above-referenced hiring categories.

The COPS Office has capped the number of officers that an agency can request through the FY2011 CHP program. There is no local match or cap on the amount of funding that can be requested per officer position; however, CHP grant funding will be based on the current full-time entry-level salary and fringe benefits package of an officer in the department. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the grantee agency. All agencies' requests will be capped at no more than 5 percent of their actual sworn force strength as reported on the date of application, up to a maximum of 50 officers. Additionally, the request of any agency with a sworn force strength less than or equal to 20 will be capped at one officer.

The COPS statutory nonsupplanting requirement mandates that CHP funds must be used to supplement (increase) state, local, or BIA funds that would have been dedicated toward sworn officer positions if federal funding had not been awarded. CHP grant funds must not be used to supplant (replace) local funds that agencies otherwise would have devoted to sworn officer hiring. The hiring or rehiring of officers under CHP must be in addition to, and not in lieu of, officers who otherwise would have been hired or rehired with state, local, or BIA funds.

At the conclusion of the three years (36 months) of federal funding, grantees must retain all sworn officer positions awarded under the CHP grant for a minimum of 12 months. The retained CHP-funded position(s) should be added to the grantee's law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant. Applicants are required to affirm in their CHP grant application that their agency plans to retain any additional officer positions awarded following the expiration of the grant and identify their planned source(s) of retention funding.

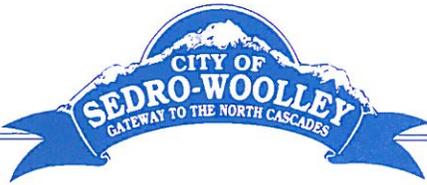
### Contact the COPS Office

For more information about the COPS Hiring Program, please call the COPS Office Response Center at 800.421.6770, or visit COPS Online at [www.cops.usdoj.gov](http://www.cops.usdoj.gov).

MAY 25 2011

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 4

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SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

UNFINISHED  
BUSINESS

NEW  
BUSINESS

RESOLUTION NO. \_\_\_\_\_

MAY 25 2011

**A RESOLUTION AUTHORIZING SEDRO-WOOLLEY YOUTH FOOTBALL  
AND CHEER TO NAME THE PLAYING FIELD AT FRUITDALE ROAD IN  
HONOR OF DENNIS "DENNY" LOWELL ENGBERG**

CITY COUNCIL CHAMBERS  
AGENDA NO. 6

**WHEREAS**, the City of Sedro-Woolley has approved a lease of said property to Sedro-Woolley Youth Football and Cheer (SWYFB/C), and allowed SWYFB/C to develop the property for the purpose of a playing field;

**WHEREAS**, the lease requires approval of City Council to erect signs and advertisements;

**WHEREAS**, SWYFB/C desires to honor the accomplishments and memory Denny Engberg by naming the playing field as his memorial;

**WHEREAS**, Denny Engberg was a highly respected citizen of the City and devoted much of his adult life to mentorship of Sedro-Woolley's youth and the promotion of youth sports; was a founder, coach, and Board Member of the SWYFB/C organization; a volunteer football coach for Cascade Middle School and Sedro-Woolley High School "C" Team; and was Assistant Coach at Sedro-Woolley High School from 2007 until his untimely death in 2009

**WHEREAS**, Denny's gravesite is adjacent to and within sight of the playing field, and Denny's family desires and approves of SWYFB/C's intentions; Now Therefore;

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS:**

**Section 1.** Sedro-Woolley Youth Football and Cheer is authorized to name the playing field at Fruitdale Road "Denny Engberg Memorial Field", and erect such signage as they deem appropriate, for such time as property is leased to SWYFB/C

**Section 2.** All parties are aware that this property is a designated "special use" property for the Sedro-Woolley Union Cemetery and may be subject to cemetery or other uses in the future.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_ day of May, 2011 and signed in authentication of its passage this \_\_\_\_ day of May, 2011.

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

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

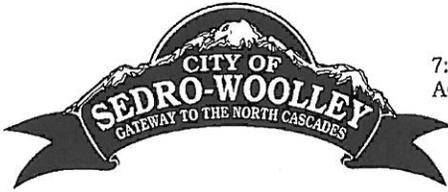
Approved as to form:

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Eron Berg, City Attorney

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 25 2011



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

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

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Criminal Code  
FOR MEETING ON: May 25, 2011

ISSUE: Should the Council adopt the attached ordinance amending SWMC 9.56.010?

DISCUSSION: When the Council adopted Ordinance 1698-11, Section 26 amended SWMC 9.56.010 to specify the type of crime in subsection B, but created an ambiguity by not clearly indicating that subsection A remained unchanged. The code reviser interpreted the ordinance to keep subsection A in place, but recommended an ordinance to clarify the amendment and resolve any potential ambiguity.

REQUESTS FOR ACTION: Motion to adopt the attached ordinance amending SWMC 9.56.010.

## Eron Berg

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**From:** Christine Salseina  
**Sent:** Tuesday, March 01, 2011 4:54 PM  
**To:** Eron Berg  
**Subject:** FW: Sedro-Woolley Ordinance 1698-11 question  
Eron,

Another issue.

Christine

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**From:** Steven Jones [mailto:stevenj@codepublishing.com]  
**Sent:** Tuesday, March 01, 2011 4:08 PM  
**To:** Christine Salseina  
**Subject:** Sedro-Woolley Ordinance 1698-11 question

Christine—

We came up with the following question while incorporating Ordinance 1698-11 into the code:

(1) Section 26 of the ordinance amends Section 9.56.010 of the code to read, "Vehicle prowling is a gross misdemeanor." Was the intent of this section to just amend subsection (B) of 9.56.010, or replace the entire section? Currently we have removed subsection (A) pursuant to this amendment (subsection (A) reads, "A. A person is guilty of vehicle prowling if, with intent to commit a crime against a person or property therein, he enters or remains unlawfully in a vehicle.") Let us know if the intent was to retain subsection (A). If so, we can restore the subsection and add a code reviser's note explaining that the amendment of Section 26 was intended just for subsection (B). We would then also recommend a new ordinance clarifying the amendment.

Thanks for looking into this.

-----  
Steven Jones, Project Manager  
Code Publishing Co.  
9410 Roosevelt Way NE  
Seattle, WA 98115  
206-527-6831  
1-800-551-2633

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY UPDATING A  
SECTION OF THE SEDRO-WOOLLEY MUNICIPAL CODE TITLE 9

WHEREAS The City Council of the City of Sedro-Woolley hereby finds that a certain section of its current criminal code could be updated to provide more clarity and better understanding of the code; and

WHEREAS, The City Council of the City of Sedro-Woolley desires to correct an ambiguity that may have been created with the adoption of Ordinance 1698-11; and

WHEREAS, the City Council finds that it is in the interests of the public health, safety and welfare to adopt the sections set forth below, now therefore;

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, DO  
ORDAIN AS FOLLOWS:

**SECTION 1.** Sedro-Woolley Municipal Code 9.56.010 is amended, to read as follows:

- A. A person is guilty of vehicle prowling if, with intent to commit a crime against a person or property therein, he enters or remains unlawfully in a vehicle.
- B. Vehicle prowling is a gross misdemeanor.

**SECTION 2. Effective date.** This ordinance shall be in full force and effect five (5) days after its passage, approval and publication as provided by law.

**SECTION 3. 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 \_\_\_\_\_, 2011, and signed in authentication of its passage this  
\_\_\_\_ day of \_\_\_\_\_, 2011.

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Mike Anderson, Mayor

Attest:

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Patsy Nelson, Finance Director

Approved as to form:

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Eron Berg, City Attorney

Filed with the City Clerk:	May 17, 2011
First Reading:	May 25, 2011
Second Reading:	n/a
Passed by the City Council:	
Signed by the Mayor:	
Date of Publication:	

COMMITTEE  
REPORTS  
AND  
REPORTS  
FROM  
OFFICERS