



Next Ord: 1777-13
Next Res: 885-13

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

July 10, 2013

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar1 - 76

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. Approval of Agenda
- b. Minutes from Previous Meeting
- c. Finance
 - Claim Checks #77116 to #77216 in the amount of \$132,906.22
 - Payroll Checks #55959 to #56071 in the amount of \$281,515.28
- d. Supplemental Agreement No. 5 to Professional Services Agreement No. 2012-PS-14 for Design Phase Services for the SR20/Cook Road Realignment and Extension Project - David Evans & Associates, Inc.
- e. Proposed Amendment 1 to the Interlocal Agreement between the City of Sedro-Woolley and P.U.D. No. 1 of Skagit County Re SR20/Cook Road Realignment and Extension Project
- f. PSE Intolight Authorization Letters for Approval - SR20/Cook Road Realignment & Extension Project Schedules B and E
- g. Request for Approval of Interagency Agreement - FY 2013-2014 Puget Sound Local Source Control Specialist Partnership
- h. Proposed Amendment 1 to the Interlocal Agreement between the City of Sedro-Woolley and P.U.D. No. 1 of Skagit County Re SR 9 Pedestrian/Bicycle Safety Improvements Project

4. Public Comment.....77

UNFINISHED BUSINESS

5. Skagit County Jail Agreement (*2nd reading - action requested*).....79 - 104

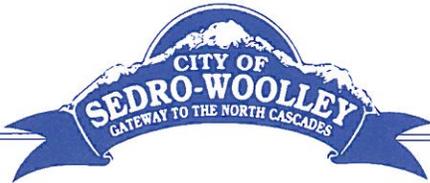
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION

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

JUL 10 2013

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



DATE: July 10, 2013
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 July 10, 2013 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

___ Ward 1 Councilmember Kevin Loy
___ 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.

JUL 10 2013

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
June 26, 2013 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, City Supervisor/Attorney Berg, Public Works Director Freiburger, Planning Director Coleman, Fire Chief Klinger and Police Lt. Tucker.

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

Pledge of Allegiance

Mayor Anderson announced an amended agenda to include the addition of Item 7 – Skagit County Jail Agreement.

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #77011 to #77115 in the amount of \$257,878.38
 - Payroll Checks #55845 to #55958 in the amount of \$198,917.60
- PSE Intolight Authorization Letters for Approval

Councilmember Storrs moved to approve the consent calendar Items A through D. Seconded by Councilmember Lemley. Motion carried (7-0).

Special Presentation – Bill Storie – Police Officer – Retirement

Mayor Anderson presented Officer Bill Storie with a plaque in honor of his retirement and his 24 years of service. Officer Storie received a round of applause from the Council and those in attendance.

Public Comment

Shannon Tolbert – founder and owner of Skagit Valley Roller Derby stated she addressed the Council at the June 12th meeting requesting help from the City to keep Skagit Valley Roller Derby here in Sedro-Woolley. She then addressed the Council regarding her frustration of the permit process and valuation of fees being assessed. Tolbert detailed the fees quoted and noted she has requested to have the building department reevaluate the permit fees based on a more realistic project costs using the total value of work to be proven by estimates. She believes this is allowed under the IBC Code Section 109.3. She stated the response she received was “the applicant does not get to choose how the

building official determines the fees”. She also expressed frustration that the person who determines the fees is only available after 5:00 P.M. and requested of Council to 1). Calculate permit fees based on more realistic project costs and 2). Be allowed to host events at their location with temporary restrooms while the permanent ones are being built. This would allow roller derby and the revenues that it will generate to stay in Sedro-Woolley.

City Supervisor/Attorney Berg spoke on how building fees are calculated and stated he had not had time to review the ICB code referenced by Tolbert. He also addressed a Planning Committee meeting which reviewed the request of paying for the sewer connection fees over time. Berg referenced Article 8 Section 10 of the Constitution which was amended in 1997 to allow limited extension of public credit and RCW 35.67.030 which allows stormwater and sewer payments over time for the limited purpose of conservation and more efficient use. It is not allowed for new construction or expanded uses.

A lengthy Council discussion ensued regarding definition of arena, goal of planning to be a self-sufficient entity, consistency plan for all projects, ramifications for use of temporary restrooms, time period, state building code impact on city fees and the use of an older model to better suit the community.

Councilmember Galbraith expressed frustration of wanting to accommodate the business and needing to find a way. City Supervisor/Attorney Berg noted it was not possible with the sewer fees; however, there may be something that can be done as a temporary event concept.

Further discussion ensued regarding estimate of lost income, potential of events every weekend, next closest facility being in Bellingham, timing of restroom build and the disagreement in way of valuation of the project.

It was recommended for Tolbert to set up an appointment with the Building Official directly to review in person and to clarify the determination.

UNFINISHED BUSINESS

Ordinance – Revisions to SWMC 15.04, Local Amendments to Adopted State Building Codes

Planning Director Coleman reviewed as a second read the proposed Ordinance that would acknowledge the State adoption of the 2012 building codes and enact certain local amendments.

Councilmember Wagoner moved to adopt Ordinance No. 1776-13 to revise Chapter 15.04 SWMC to reflect State adoption of 2012 building codes and enact certain local amendments. Seconded by Councilmember Storrs. Motion carried (6-1, Councilmember Splane opposed).

Skagit County Jail Agreement

City Supervisor/Attorney Berg reviewed a draft Jail Facility Use Agreement as a first read and apologized for the late materials. Berg reported the group has been having highly productive meetings that have been focused on a common goal. He reviewed the overall concept of the agreement and sales tax measure as well as a detailed review of the draft Jail Facility Use Agreement.

Council discussion ensued regarding the time frame of having the agreement approved and ballot wording for the August ballot.

Mayor Anderson commended the work of City Supervisor/Attorney Berg's involvement with the document.

NEW BUSINESS

SR9 Pedestrian Bicycle Safety Improvement Project – Bid Award Contract Approval

Public Works Director Freiburger reviewed the bid process for the SR9 Pedestrian/Bicycle Safety Improvements Project Bids which closed on June 25, 2013 with six bids received. Freiburger reviewed schedules A, B & C and noted the project came in just over the engineer's estimate. He recommended Council award the project to Faber Construction Corp of Lynden, Wa in the amount of \$661,226.87.

Councilmember Galbraith moved to approve Resolution No. 883-13 awarding the SR9 Pedestrian/Bicycle Safety Improvements Projects Contract 2013-PW-02 with Faber Construction Corp, of Lynden, WA in the amount of \$661,226.87 including sales tax. Seconded by Councilmember Splane. Motion carried (7-0).

SR20/Cook Road Realignment & Extension Project – Bid Award/Contract Approval

Public Works Director Freiburger reviewed the recommendation to Council for the approval of the contract award for the SR20/Cook Road Realignment and Extension Project to Strider Construction Co. Inc. in the amount of \$3,336,810.70. Freiburger reviewed project funding noting having just received additional funding from TIB which will allow for construction of Schedule B.

City Supervisor/Attorney Berg commented on Public Works Director Freiburger's involvement in securing the additional funding from TIB. He noted the additional funding is a tremendous value.

Mayor Anderson commented on the funding of the project and how the city has leveraged its money and the importance of having impact fee funding in order to obtain the type of grants we have been able to secure.

Councilmember Wagoner moved to approve Resolution No. 884-13 awarding the SR20/Cook Road Realignment and Extension Project Contract 2013-PPW-01 with Strider Construction Inc. of Bellingham, WA for the Base Bid plus Schedules A and B in the amount of \$3,336,810.70 including sales tax. Seconded by Councilmember Galbraith.

Discussion was held regarding drainage, staging of project and construction hours.

Motion carried (6-1, Councilmember Splane opposed).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Lt. Tucker – reported they have made contacts with juveniles at the Skate Park and Hammer Heritage. He noted they have issued approximately six tickets and seized several bikes and skateboards. Tucker noted there still is a lot of kids hanging about. He also reported on a spike in burglaries and car prowls within the last week and are actively chasing leads.

Fire Chief Klinger – reported that the confined space course will be finishing up tomorrow with the final being held at the Sewer Treatment Plant. He also reported they are gearing up for the 4th of July and will be having fire trucks in both the Kiddies parade and the grand parade.

Councilmember Splane questioned plans for the Seagrave to be placed in the parade. Chief Klinger stated there has been no request from the Association at this time.

Planning Director Coleman – reported the Planning Commission has been working on regulation to relax parking standards for the core area of the central business district as directed by the Business Development Committee. He also reported contact with the new owner of the burned building on Township St. who has plans to demolish the building.

Public Works Director Freiburger – reported on the PSE utility work which is in preparation for the upcoming project. He noted the current project should be finished by Sunday evening and continuation of setting of poles will take place after July 4th with completion to be August 1st. Freiburger also praised the work of City Engineer David Lee. He was able to do all in-house which was a considerable savings to the city.

Some discussion took place regarding Cascade Natural Gas relocation of regulators.

City Supervisor/Attorney Berg – announced the upcoming birth of a baby for him and his wife, noting that during that time he will not be in the office as much but will be available by phone.

Councilmember Loy – questioned who pays for the relocation of the PSE poles.

City Supervisor/Attorney Berg noted it was at the expense of Puget Sound Energy as part of their franchise agreement with the city as they are located within the city right-of-way.

Public Works Director Freiburger addressed the relocation of the high voltage line and the need to remove one of the fir trees at Harry Osborne Park. Something will be replanted in its place. It was noted the flag pole will also need to be relocated.

Councilmember Loy – stated a flag and pole is needed at Hammer Heritage Square.

Councilmember Wagoner – reported on the Public Safety Committee meeting where discussions were held that the Police Department is stretched thin, the number of code enforcement issues to be addressed and the lack of funding for a full-time officer. The committee is requesting authorization to enter into discussions with the Police Guild for an MOU for a part-time enforcement officer. He also requested authorization that if the talks are successful, to allow the department to test for hires.

Councilmember Wagoner moved to authorize staff to negotiate and execute an MOU with the Sedro-Woolley Public Safety Guild regarding the hiring of a part-time code enforcement officer. Seconded by Councilmember Galbraith.

Discussion ensued regarding funding for the position, immediate and future plans for funding the position and the objective of the position.

Motion carried (7-0)

Councilmember Wagoner moved should the MOU be successful to authorize staff to test and hire a part-time code enforcement officer. Seconded by Councilmember Galbraith.

Councilmember Wagoner amended to read pending approval of guild.

Discussion ensued regarding feelings that it needs to come back to Council. City Supervisor/Attorney Berg reviewed the negotiation and hiring process as a civil service position.

Motion carried (7-0).

Councilmember Wagoner – thanked Police Lt. Tucker for his inspiration to join in on the beard growing contest.

Councilmember Lemley – announced the arrival of the carnival and encouraged everyone to support the local non-profit food vendors.

Councilmember Sandström – also stated that Loggerodeo is happening and encouraged everyone to check out the beard growing contest Saturday at the Museum.

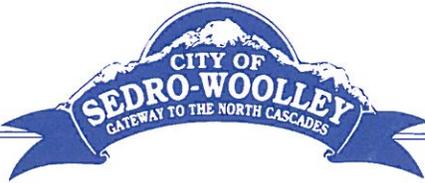
Fire Chief Klinger – announced the Fireman’s Competition to be located Saturday at the former Rite Aid parking lot.

Councilmember Wagoner moved to adjourn. Seconded by All. Motion carried (7-0).

The meeting adjourned at 8:59 P.M.

JUL 10 2013

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 30



DATE: July 10, 2013
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 July 10, 2013.

Motion to approve Claim Checks #77116 to #77216 in the amount of \$132,906.22.

Motion to approve Payroll Checks #55959 to #56071 in the amount of \$281,515.28.

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.

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
77116	ALPINE FIRE & SAFETY	OFFICE/OPERATING SUPPLIES	PD	145.50
		WARRANT TOTAL		145.50
77117	A.T.V. ACCESSORIES	OPERATING SUPPLIES	SAN	341.15
		WARRANT TOTAL		341.15
77118	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	2.49
		MISC-LAUNDRY	ST	4.58
		LAUNDRY	SWR	8.34
		LAUNDRY	SWR	8.16
		WARRANT TOTAL		23.57
77119	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	243.91
		AUTO FUEL	PD	59.82
		AUTO FUEL	PD	1,423.35
		AUTO FUEL/DIESEL	FD	618.73
		AUTO FUEL/DIESEL	PK	129.12
		AUTO FUEL/DIESEL	ST	261.08
		AUTO FUEL/DIESEL	ST	383.11
		AUTO FUEL/DIESEL	ST	424.05
		MAINT OF GENERAL EQUIP	SWR	210.83
		MAINT OF GENERAL EQUIP	SWR	318.08
		AUTO FUEL/DIESEL	SWR	139.48
		AUTO FUEL/DIESEL	SAN	1,196.12
		WARRANT TOTAL		5,407.68
77120	AT & T	TELEPHONE	JUD	.68
		TELEPHONE	EXE	.68
		TELEPHONE	FIN	17.68
		TELEPHONE	LGL	2.72
		TELEPHONE	IT	1.36
		TELEPHONE	PLN	24.47
		TELEPHONE	ENG	16.31
		TELEPHONE	PD	55.75
		TELEPHONE	FD	9.52
		TELEPHONE	INSP	.68
		TELEPHONE	LIB	2.72
		TELEPHONE	SWR	2.72
		TELEPHONE	SAN	.68
		WARRANT TOTAL		135.97
77121	BARNETT IMPLEMENT CO. INC	REPAIR/MAINTENANCE EQUIP	PK	70.21
		REPAIR/MAINTENANCE EQUIP	PK	134.65
		REPAIR/MAINTENANCE EQUIP	PK	39.76
		REPAIR/MAINT-EQUIP & BLDG	CEM	28.67
		REPAIR/MAINTENANCE-EQUIP	ST	193.03
		WARRANT TOTAL		466.32
77122	BAY CITY SUPPLY	OPERATING SUPPLIES	PK	1,345.82
		OPERATING SUP - CITY HALL	PK	15.23
		WARRANT TOTAL		1,361.05

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 07/10/2013 (Printed 07/03/2013 16:51)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
77123	BICKNELL, JUSTIN	EMPLOYEE WELLNESS	ENG	30.00
		WARRANT TOTAL		30.00
77124	BERG VAULT COMPANY	OPERATING SUP - RIVERFRONT	PK	100.00
		WARRANT TOTAL		100.00
77125	BIRCH EQUIPMENT CO INC	EQUIPMENT RENTAL	PK	406.12
		WARRANT TOTAL		406.12
77126	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	149.43
		UNIFORMS/ACCESSORIES	PD	186.17
		WARRANT TOTAL		335.60
77127	BRAT WEAR	UNIFORMS/ACCESSORIES	PD	433.88
		UNIFORMS/ACCESSORIES	PD	446.87
		UNIFORMS/ACCESSORIES	PD	493.93
		WARRANT TOTAL		1,374.68
77128	BRODART CO	SUPPLIES	LIB	186.73
		WARRANT TOTAL		186.73
77129	BROWN & COLE STORES	OPERATING SUPPLIES	FD	9.56
		WARRANT TOTAL		9.56
77130	CARL'S TOWING INC.	PROFESSIONAL SERVICES	PD	196.02
		PROFESSIONAL SERVICES	PD	196.02
		WARRANT TOTAL		392.04
77131	CENTRAL WELDING SUPPLY	SMALL TOOLS & MINOR EQUIP	SAN	84.72
		WARRANT TOTAL		84.72
77132	CHEMSEARCH	OPERATING SUPPLIES	SAN	368.00
		WARRANT TOTAL		368.00
77133	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	31.40
		OFFICE/OPERATING SUPPLIES	PD	5.39
		WARRANT TOTAL		36.79
77134	COMCAST	INTERNET SERVICES	IT	130.68
		WARRANT TOTAL		130.68
77135	CONCRETE NOR'WEST, INC.	MAINTENANCE OF LINES	SWR	260.66
		WARRANT TOTAL		260.66
77136	CRAWFORD GARAGE DOORS INC	REPAIRS/MAINT-EQUIP	PD	308.66
		MAINT OF GENERAL EQUIP	SWR	187.36
		WARRANT TOTAL		496.02
77137	DAHL ELECTRIC INC.	REPAIRS/MT-COMMUNITY CTR	PK	294.81
		EQUIPMENT	SWTR	4,432.12
		WARRANT TOTAL		4,726.93

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
77138	DATA BASE RECORDS DESTRUCTION LLC	SUPPLIES	JUD	22.39
		SUPPLIES	FIN	22.39
		SUPPLIES/BOOKS	PLN	6.51
		SUPPLIES	ENG	6.51
		OFFICE/OPERATING SUPPLIES	PD	44.78
		OFF/OPER SUPPS & BOOKS	INSP	6.50
		WARRANT TOTAL		109.08
77139	E & E LUMBER	OPERATING SUPPLIES	PK	33.56
		OPERATING SUP - PARKS SHOP	PK	46.10
		OPERATING SUPPLIES	SWR	11.78
		WARRANT TOTAL		91.44
77140	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	35.00
		WARRANT TOTAL		35.00
77141	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	145.07
		SUPPLIES	JUD	88.65
		SUPPLIES	FIN	11.14
		WARRANT TOTAL		244.86
77142	EMERGENCY MEDICAL PRODUCTS INC	OPERATING SUPPLIES	FD	2.88
		WARRANT TOTAL		2.88
77143	FAB-TECH	REPAIR/MAINTENANCE-EQUIP	ST	450.18
		WARRANT TOTAL		450.18
77144	FASTENAL COMPANY	OPERATING SUPPLIES	SAN	78.52
		WARRANT TOTAL		78.52
77145	FEDERAL CERTIFIED HEARING	PROFESSIONAL SERVICES	PD	20.00
		WARRANT TOTAL		20.00
77146	5 STAR SERVICES INC.	REPAIRS/MT-RIVERFRONT	PK	1,353.75
		WARRANT TOTAL		1,353.75
77147	FREEMAN, CAROLYN	COMMUNITY GRANT PROGRAM	LIB	2,516.00
		WARRANT TOTAL		2,516.00
77148	FRONTIER	TELEPHONE	PD	56.05
		TELEPHONE	PD	46.86
		PUBLIC UTILITIES-CITY HALL	PK	58.96
		PUBLIC UTILITIES-CITY HALL	PK	112.08
		TELEPHONE	CEM	67.11
		TELEPHONE	LIB	119.99
		TELEPHONE	SWR	219.34
		TELEPHONE	SAN	86.31
		WARRANT TOTAL		766.70
77149	GREAT AMERICA FINANCIAL SVCS.	REPAIR/MAINTENANCE-EQUIP	LIB	139.76
		WARRANT TOTAL		139.76

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
77150	GUARDIAN SECURITY	PROFESSIONAL SERVICES	PD	210.00
		FIRE/THEFT PROTECTION	FD	165.00
		OPERATING SUP - COMM CENTER	PK	165.00
		OPERATING SUP - SENIOR CTR	PK	165.00
		OPERATING SUP - CITY HALL	PK	270.00
		OPERATING SUPPLIES	SWR	210.00
		WARRANT TOTAL		1,185.00
77151	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	453.69
		MAINTENANCE OF LINES	SWR	293.32
		WARRANT TOTAL		747.01
77152	HODGINS, CLIFF	EMPLOYEE WELLNESS	SAN	180.00
		WARRANT TOTAL		180.00
77153	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	75.00
		WARRANT TOTAL		75.00
77154	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	132.00
		WARRANT TOTAL		132.00
77155	INGRAM LIBRARY SERVICES	BOOKS & MATERIALS	LIB	74.82
		BOOKS & MATERIALS	LIB	126.65
		BOOKS & MATERIALS	LIB	19.07
		WARRANT TOTAL		220.54
77156	JOB SHOP INC. (THE)	CONTAINERS	SAN	146.07
		WARRANT TOTAL		146.07
77157	KAMB, THOMAS R	CONFLICT COUNCIL	LGL	150.00
		CONFLICT COUNCIL	LGL	150.00
		WARRANT TOTAL		300.00
77158	KCDA PURCHASING COOPERATIVE	OFFICE/OPERATING SUPPLIES	PD	46.28
		OFFICE SUPPLIES	FD	46.28
		WARRANT TOTAL		92.56
77159	LAKESIDE INDUSTRIES	REPAIR/MAINT-STREETS	ST	344.68
		WARRANT TOTAL		344.68
77160	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	232.00
		WARRANT TOTAL		232.00
77161	LAUTS INC.	SOLID WASTE DISPOSAL	SAN	239.40
		SOLID WASTE DISPOSAL	SAN	310.80
		SOLID WASTE DISPOSAL	SAN	299.04
		SOLID WASTE DISPOSAL	SAN	225.96
		WARRANT TOTAL		1,075.20
77162	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	ST	165.35
		REPAIR/MAINTENANCE-EQUIP	ST	105.59
		WARRANT TOTAL		270.94

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 07/10/2013 (Printed 07/03/2013 16:51)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
77163	LITHTEX NW	PRINTING/PUBLICATIONS	PD	49.22
		WARRANT TOTAL		49.22
77164	LOUIS AUTO GLASS	REPAIRS/MAINT-EQUIP	SAN	254.27
		WARRANT TOTAL		254.27
77165	MAMMOTH STONEWORKS INC	REPAIRS & MAINTENANCE		31.70
		WARRANT TOTAL		31.70
77166	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	1,135.88
		REPAIR/MAINT-STREETS	ST	1,911.78
		WARRANT TOTAL		3,047.66
77167	MID-AMERICAN RESEARCH CHEM.	MAINT OF GENERAL EQUIP	SWR	257.75
		OPERATING SUPPLIES	SWR	257.76
		WARRANT TOTAL		515.51
77168	NORTHSTAR CHEMICAL INC.	OP SUPPLIES-CHEMICALS	SWR	1,579.66
		WARRANT TOTAL		1,579.66
77169	NORTHWEST TINMAN	REPAIR & MAINT - AUTO	PD	395.08
		WARRANT TOTAL		395.08
77170	NORTHWEST TRAVEL	BOOKS & MATERIALS	LIB	35.95
		WARRANT TOTAL		35.95
77171	OFFICE DEPOT	OFFICE SUPPLIES	FD	14.30
		WARRANT TOTAL		14.30
77172	OLIVER-HAMMER CLOTHES	OPERATING SUPPLIES	SAN	204.67
		WARRANT TOTAL		204.67
77173	P & P EXCAVATING LLC	MAINTENANCE OF LINES	SWR	2,469.91
		WARRANT TOTAL		2,469.91
77174	PAPE MACHINERY	MAINT OF GENERAL EQUIP	SWR	2.12
		WARRANT TOTAL		2.12
77175	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	124.49
		REPAIRS/MAINT-EQUIP	FD	113.56
		REPAIR/MAINTENANCE-EQUIP	ST	33.59
		REPAIRS/MAINT-EQUIP	SAN	115.77
		WARRANT TOTAL		387.41
77176	PENNO, STACY	COMMUNITY GRANT PROGRAM	LIB	2,159.00
		WARRANT TOTAL		2,159.00
77177	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	42.72
		PROFESSIONAL SERVICES	LIB	14.00
		BOOKS & MATERIALS	LIB	43.04
		WARRANT TOTAL		99.76

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
77178	PROFORCE LAW ENFORCEMENT	MACHINERY & EQUIPMENT	PD	571.77
		WARRANT TOTAL		571.77
77179	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	18.19
		PUBLIC UTILITIES	FD	94.78
		UTILITIES-RIVERFRONT	PK	401.80
		UTILITIES-COMMUNITY CTR	PK	139.98
		UTILITIES-SENIOR CENTER	PK	468.62
		UTILITIES-TRAIN	PK	25.53
		UTILITIES-HAMMER SQUARE	PK	179.08
		UTILITIES-BINGHAM/MEMORIAL	PK	45.57
		UTILITIES - SHOP	PK	30.20
		UTILITIES - SHOP	PK	15.98
		UTILITIES - OTHER	PK	11.23
		PUBLIC UTILITIES-CITY HALL	PK	2,093.61
		PUBLIC UTILITIES	CEM	53.29
		PUBLIC UTILITIES	ST	67.98
		PUBLIC UTILITIES	ST	6.86
		PUBLIC UTILITIES	ST	133.93
		PUBLIC UTILITIES	ST	280.34
		PUBLIC UTILITIES	LIB	243.93
		ADVERTISING	HOT	36.30
		PUBLIC UTILITIES	SWR	9,322.97
		PUBLIC UTILITIES	SAN	111.00
		PUBLIC UTILITIES	SWTR	81.44
		WARRANT TOTAL		13,862.61
77180	RENE'S WORLD	MAINTENANCE OF LINES	SWR	20.56
		WARRANT TOTAL		20.56
77181	RICOH USA, INC.	REPAIRS & MAINTENANCE	PD	60.40
		REPAIRS & MAINTENANCE	PD	52.37
		REPAIRS & MAINTENANCE	PD	75.81
		EQUIPMENT LEASE	FD	75.81
		REPAIRS/MAINT-EQUIP	FD	60.40
		REPAIRS/MAINT-EQUIP	FD	52.36
		WARRANT TOTAL		377.15
77182	ROHLINGER ENTERPRISES, INC.	MAINTENANCE CONTRACTS	SWR	173.46
		WARRANT TOTAL		173.46
77183	SALYER, DOUGLAS	RETIRED MEDICAL	PD	450.00
		WARRANT TOTAL		450.00
77184	SANDERSON SAFETY SUPPLY	SAFETY EQUIPMENT	SWR	95.77
		WARRANT TOTAL		95.77
77185	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	57.62
		OPERATING SUPPLIES	SWR	250.91
		WARRANT TOTAL		308.53
77186	SEDRO-WOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	PD	58.42

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	FD	116.58
		SMALL TOOLS & MINOR EQUIP	FD	140.25
		REPAIR/MT-HAMMER SQUARE	PK	111.34
		REPAIR/MAINTENANCE EQUIP	PK	115.73
		REPAIR/MAINTENANCE EQUIP	PK	18.41-
		SMALL TOOLS/MINOR EQUIP	CEM	13.85
		OPERATING SUPPLIES	ST	13.06
		OPERATING SUPPLIES	ST	124.98
		MAINT OF GENERAL EQUIP	SWR	178.86
		OPERATING SUPPLIES	SWR	9.75
		OPERATING SUPPLIES	SAN	66.59
		WARRANT TOTAL		931.00
77187	SEDRO-WOLLEY GLASS	REPAIR/MAINT-HEADSTONES	CEM	19.49
		WARRANT TOTAL		19.49
77188	SEDRO-WOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	12,793.00
		WARRANT TOTAL		12,793.00
77189	SIGNATURE FORMS INC.	SUPPLIES	FIN	636.21
		WARRANT TOTAL		636.21
77190	SKAGIT 911	CENTRAL DISPATCH	FD	623.05
		WARRANT TOTAL		623.05
77191	SKAGIT COUNTY SHERIFF	PRISONERS	PD	6,358.50
		PRISONERS	PD	6,113.50
		PRISONERS	PD	6,397.33
		WARRANT TOTAL		18,869.33
77192	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	99.55
		WARRANT TOTAL		99.55
77193	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	ST	24.65
		KENNEL IMPROVEMENTS	DOG	19.83
		KENNEL IMPROVEMENTS	DOG	43.31
		WARRANT TOTAL		87.79
77194	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT-EQUIP	SAN	91.97
		WARRANT TOTAL		91.97
77195	SK. VALLEY BARK & TOPSOIL, INC.	OPERATING SUPPLIES	SWR	140.79
		OPERATING SUPPLIES	SWR	140.79
		WARRANT TOTAL		281.58
77196	SKAGIT PUBLISHING	LEGAL PUBLICATIONS	LGS	45.00
		EQUIPMENT	ST	35.00
		ENG SR20 COOK RD REALIGN	ART	185.00
		ENG SR20 COOK RD REALIGN	ART	155.00
		WARRANT TOTAL		420.00
77197	SOLID WASTE SYSTEMS, INC.	CONTAINERS	SAN	2,487.11

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	2,487.11
77198	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING PD	45.49
		WARRANT TOTAL	45.49
77199	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES PD	79.16
		OFFICE/OPERATING SUPPLIES PD	153.18
		OFFICE/OPERATING SUPPLIES PD	90.71
		OFFICE/OPERATING SUPPLIES PD	51.54
		WARRANT TOTAL	374.59
77200	TARGHEE FIRE SVC. LLC	SMALL TOOLS/MINOR EQUIP ST	329.36
		SMALL TOOLS & MINOR EQUIP SWR	329.36
		VEHICLES - ADMIN ERR	1,261.12
		EQUIP & VEHICLES - STORM ERR	357.50
		EQUIP & VEHICLES - SEWER ERR	3,763.64
		EQUIP & VEHICLES - CEM ERR	715.01
		EQUIP & VEHICLES - STREETS ERR	3,406.14
		EQUIP & VEHICLES - PARK ERR	1,072.51
		WARRANT TOTAL	11,234.64
77201	TRUCK TOYS INC	REPAIRS/MAINT-EQUIP FD	970.37
		WARRANT TOTAL	970.37
77202	TRUE VALUE	OFFICE/OPERATING SUPPLIES CWP	9.19
		OPERATING SUPPLIES FD	55.12
		REPAIR/MT-HARRY OSBORNE PK	27.57
		REPAIR/MAINT-CITY HALL PK	8.09
		REPAIR/MAINT-CITY HALL PK	167.26
		OPERATING SUPPLIES ST	16.23
		KENNEL IMPROVEMENTS DOG	46.55
		KENNEL IMPROVEMENTS DOG	13.39
		MAINT OF GENERAL EQUIP SWR	44.44
		OPERATING SUPPLIES SWR	24.90
		OPERATING SUPPLIES SWR	21.65
		WARRANT TOTAL	434.39
77203	UNITED LABORATORIES	OPERATING SUPPLIES SWR	319.79
		WARRANT TOTAL	319.79
77204	VALLEY AUTO SUPPLY	OPERATING SUPPLIES FD	38.34
		MAINT OF GENERAL EQUIP SWR	38.59
		WARRANT TOTAL	76.93
77205	VERIZON WIRELESS	TELEPHONE EXE	55.51
		TELEPHONE FIN	55.51
		TELEPHONE LGL	55.51
		TELEPHONE IT	55.51
		CELL PHONES ENG	166.53
		TELEPHONE PD	206.54
		TELEPHONE PD	440.11
		TELEPHONE PD	405.74

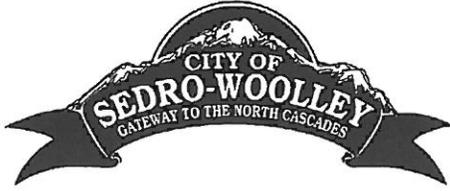
WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	FD	524.55
		TELEPHONE	FD	71.10
		TELEPHONE	PK	119.96
		TELEPHONE	CEM	39.15
		TELEPHONE	ST	103.23
		NEXTEL CELL PHONES	SWR	185.81
		NEXTEL CELL PHONES	SAN	138.87
		WARRANT TOTAL		2,623.63
77206	VOLLANS, MATT	UNIFORMS/ACCESSORIES	PD	64.91
		WARRANT TOTAL		64.91
77207	WA STATE DEPT OF REVENUE	TAXES AND ASSESSMENTS	PK	106.00
		WARRANT TOTAL		106.00
77208	WA ST DEPT OF TRANS	ENG SR20 COOK RD REALIGN	ART	302.98
		WARRANT TOTAL		302.98
77209	WA STATE PATROL	ACCESS FEES	PD	534.00
		INTERGOV SVC-GUN PERMITS	PD	99.00
		WARRANT TOTAL		633.00
77210	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		5,833.25
		WARRANT TOTAL		5,833.25
77211	WASTE MANAGEMENT OF SKGT	RECYCLING - HOUSEHOLD	SAN	11,276.51
		WARRANT TOTAL		11,276.51
77212	WELCH, DAVID	OFFICE/OPERATING SUPPLIES	PD	30.00
		WARRANT TOTAL		30.00
77213	WM. H. REILLY & CO.	MAINT OF GENERAL EQUIP	SWR	6,281.40
		WARRANT TOTAL		6,281.40
77214	WOOD'S LOGGING SUPPLY INC	OFFICE/OPERATING SUPPLIES	CWP	9.71
		REPAIR/MAINT-EQUIP & BLDG	CEM	48.74
		MAINTENANCE OF LINES	SWR	24.80
		WARRANT TOTAL		83.25
77215	SW RACE	EMPLOYEE WELLNESS (MEALS)	EXE	15.00
		EMPLOYEE WELLNESS	FIN	15.00
		EMPLOYEE WELLNESS	PLN	15.00
		EMPLOYEE WELLNESS	ST	15.00
		WELLNESS	SWR	30.00
		EMPLOYEE WELLNESS	SAN	15.00
		WARRANT TOTAL		105.00
77216	GLENHAVEN LAKES CLUB	GENERAL BUSINESS LICENSES		35.00
		WARRANT TOTAL		35.00
		RUN TOTAL		132,906.22

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	52,620.97
101	PARK FUND	8,864.31
102	CEMETERY FUND	270.30
103	STREET FUND	6,566.01
104	ARTERIAL STREET FUND	642.98
105	LIBRARY FUND	5,724.38
107	PARKS RESERVE FUND	31.70
108	STADIUM FUND	36.30
111	DOG FUND	123.08
401	SEWER FUND	24,618.18
412	SOLID WASTE FUND	18,318.53
425	STORMWATER	4,513.56
501	EQUIPMENT REPLACEMENT FUND	10,575.92
TOTAL		132,906.22

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DEPARTMENT	AMOUNT
001 000 000	5,868.25
001 000 011	45.00
001 000 012	488.79
001 000 013	71.19
001 000 014	789.33
001 000 015	476.68
001 000 017	187.55
001 000 018	243.91
001 000 019	45.98
001 000 020	219.35
001 000 021	27,273.56
001 000 022	16,904.20
001 000 024	7.18
FUND CURRENT EXPENSE FUND	52,620.97
101 000 076	8,864.31
FUND PARK FUND	8,864.31
102 000 036	270.30
FUND CEMETERY FUND	270.30
103 000 042	6,566.01
FUND STREET FUND	6,566.01
104 000 042	642.98
FUND ARTERIAL STREET FUND	642.98
105 000 072	5,724.38
FUND LIBRARY FUND	5,724.38
107 000 076	31.70
FUND PARKS RESERVE FUND	31.70
108 000 019	36.30
FUND STADIUM FUND	36.30
111 000 021	123.08
FUND DOG FUND	123.08
401 000 035	24,618.18
FUND SEWER FUND	24,618.18
412 000 037	18,318.53
FUND SOLID WASTE FUND	18,318.53
425 000 031	4,513.56
FUND STORMWATER	4,513.56
501 000 048	10,575.92
FUND EQUIPMENT REPLACEMENT FUND	10,575.92
TOTAL	132,906.22



CITY COUNCIL AGENDA
REGULAR MEETING

JUL 10 2013

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Supplemental Agreement Number 5 to Professional Services Agreement No. 2012-PS-14 for Design Phase Services for the SR20/Cook Road Realignment and Extension Project**
David Evans & Associates, Inc.

DATE: June 28, 2013 (for Council action July 10, 2013)

ISSUE

Should Mayor Anderson execute the attached Supplemental Agreement Number 5 to Professional Services Agreement No. 2012-PS-14 with David Evans & Associates, Inc. of Bellevue, WA to provide construction phase engineering and inspection services for the SR20/Cook Road Realignment and Extension Project in the amount not to exceed \$335,596?

BACKGROUND/DISCUSSION

Design work was completed during June 2013, and the construction project advertised for bids. Bids closed on June 20, 2013, and the construction contract was awarded to Strider Construction Co., Inc. of Bellingham, WA. We anticipate construction start on August 1, 2013, with a 120 working day schedule, split between August-November 2013 and May-August 2014.

The city does not have staff available to provide full time construction management and inspection for the project. Our City Engineer David Lee and Assistant Stormwater Manager Justin Bicknell will be fully involved during the balance of 2013 in managing and inspecting our separate SR9 Bicycle/Pedestrian Improvements Project, scheduled to start in mid-July 2013 and complete in November 2013. The Public Works Director will act as the city's construction manager for the SR20/Cook Road Realignment Project, spending an estimated 4 hours per day on the project for its duration. The Public Works Assistant will provide clerical support and wage compliance and billing support for the project. Staff will also provide back-up inspection as needed.

Staff has negotiated the attached Supplemental Agreement Number 5 to the David Evans & Associates Standard Consultant Agreement to provide a full time construction manager for the duration of the project, and a full time construction inspector for the 2013 construction season (we anticipate utilizing Justin Bicknell as the construction inspector for the 2014 construction season). The agreement also includes budget for engineering support for change orders and office survey calculations. The DEA contract will also include construction staking by Skagit Surveyors and Engineers, and materials testing by MTC. The city is planning to make the Bingham Park office facility available to the consultant staff as living quarters during the work, which will significantly reduce the cost of per diem for these individuals. The Supplement also extends the time for completion of the agreement to September 30, 2014, in accordance with the anticipated construction schedule and close out.

ANALYSIS

ESTIMATED COST

Construction Contract, Base Bid, Sch A and B	\$3,336,811	
DEA Supplemental Agreement No. 5- CM Services	\$ 335,596	9.3% of CN
City CM	\$ 97,700	2.7% of CN
WSDOT CM	\$ 20,000	
PSE Street Lights installation cost	\$ 187,342	
CNG Gas Regulator relocation cost	\$ 94,324	
Subtotal Estimated Construction Cost		\$4,071,773
DEA Design Phase Services through SA 4	\$ 813,469	
DEA On-Call Agr 2012-PW-10 TO 2 Topo Survey	\$ 43,346	
Total DEA Design	\$ 856,815	20.8 % of all CN
Estimated City Administration Design Phase	\$ 32,654	
Misc PE & ROW Costs	\$ 5,424	
Estimated WSDOT PE & Special Study	\$ 60,000	
Subtotal Design Phase Budget		\$ 954,893 23.3% of CN
Subtotal ROW Donations	\$ 792,310	
TOTAL PROJECT COST ESTIMATE		\$5,818,796

ESTIMATED REVENUE

Transportation Improvement Board UAP Grant - CN	\$3,907,455	
Local funds (GMA Impact Fee Fund or other) - CN	\$ 44,178	
Skagit Transit - CN	\$ 10,372	
PUD No. 1 - Schedule A Waterline Work CN	\$ 109,768	
Subtotal Construction Phase		\$4,071,773
STP(R) federal funds through SCOG - PE	\$ 625,000	
GMA Impact Fee Fund - PE	\$ 165,000	
WSDOT Special Study - PE	\$ 40,000	
Skagit Transit - PE	\$ 11,782	
PUD No. 1 of Skagit County - PE	\$ 15,864	
PSE reimbursement for Topo Survey - PE	\$ 2,700	
Account 020 and 311 for Bingham Park MP - PE	\$ 9,673	
Subtotal Design Phase funds available		\$ 869,839
Additional Funds Needed - Design Phase	\$ 85,054	
Subtotal Design Phase Revenue		\$ 954,893
City ROW Donation	\$ 109,468	Final
WSDOT ROW Donation	\$ 540,000	Preliminary
SeaLand ROW Donation	\$ 142,842	Final
Subtotal ROW Donations	\$ 792,310	
TOTAL ANTICIPATED REVENUE		\$5,818,976

As of 6/28/2013, the design phase cost exceeds existing available revenue by \$85,054. Additional funds needed for the construction phase total \$44,178. The total additional funds needed are \$129,232. This does not include any contingency, which TIB does not allow in their agreements. Instead, TIB reserves approval authority for contract close-out, with the Director having 15% administrative authority.

Staff proposes to allocate an additional \$129,232 from the GMA Impact Fee fund and Unrestricted Arterial Street Fund to cover the design phase overrun and the construction phase match. As of 6/28/2013, these funds have a combined balance of \$145,989. Sufficient funds are available for this purpose. A budget amendment will be required to allocate the additional funds to the project.

MOTION:

Move to authorize Mayor Anderson to execute the attached Supplemental Agreement Number 5 to Professional Services Agreement No. 2012-PS-14 with David Evans & Associates, Inc. of Bellevue, WA to provide construction phase engineering and inspection services for the SR20/Cook Road Realignment and Extension Project in the amount not to exceed \$335,596.



Supplemental Agreement Number <u>5</u>		Organization and Address David Evans and Associates, Inc. 415 118th Avenue SE Bellevue, WA 98005	
Original Agreement Number DEA Project # SDRO0000-0016		Phone: 425-519-6500	
Project Number Federal Aid # STPUS-0020(172)		Execution Date 6/26/2013	Completion Date 9/30/2014
Project Title SR 20, Cook Road Realignment and Extension Project		New Maximum Amount Payable \$ 1,149,065.00	
Description of Work Supplement No. 5 adds the following work elements: Construction management, design support, material testing, construction surveying and geotechnical support during construction.			

The Local Agency of City of Sedro-Woolley
desires to supplement the agreement entered into with David Evans and Associates, Inc.
and executed on 6/8/2012 and identified as Agreement No. STPUS-0020(172)

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See the attached "Exhibit A-1" for the Scope of Work

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: The completion date has been revised to 9/30/2014

III

Section V, PAYMENT, shall be amended as follows:

See the attached "Exhibit E-1" for the fee estimate

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: David Evans and Associates, Inc. By: City of Sedro-Woolley By: Washington State Department of Transportation

Scott B. Smith Associate _____
Michael J. Clark Consultant Signature Approving Authority Signature Certifying Authority Signature

6/26/13 Date _____ Date _____ Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Supplement #2	Supplement #3	Supplement #4	Supplement #5	Total
Direct Salary Cost	\$169,642.00	\$12,073.00	\$32,700.00	\$203.00	\$902.00	\$77,733.00	\$293,253.00
Overhead (including Payroll Additives)	\$297,095.00	\$21,144.00	\$57,266.00	\$356.00	\$1,580.00	\$136,134.00	\$513,575.00
Direct Non-Salary Cost	\$152,259.00	(\$22,338.00)	\$0.00	\$19,920.00	\$6,010.00	\$98,409.00	\$254,260.00
Fixed Fee	\$50,893.00	\$3,622.00	\$9,810.00	\$61.00	\$271.00	\$23,320.00	\$87,977.00
Total	\$669,889.00	\$14,501.00	\$99,776.00	\$20,540.00	\$8,763.00	\$335,596.00	\$1,149,065.00

**Exhibit A-1
Scope of Services**

**SR 20/Cook Road Extension and Realignment
Roadway Improvement Project**

TIB Project Number 8-2-126(009)-1
Sedro-Woolley Project Number 2013-PW-01

Construction Management

**Prepared for
City of Sedro-Woolley**

**Prepared by
David Evans and Associates, Inc.**

June 26, 2013

1.0 Contract Management

David Evans and Associates, Inc. (CONSULTANT) shall act as an extension of the City of Sedro-Woolley (CITY) in providing contract administration. Contract Administration shall be in accordance with the Standard Specifications, Construction Manual, Contract Plan's Special Provisions, and the Required Contract Provisions Federal-Aid Construction Contracts (FHWA-1273) if applicable.

1.1 Project Management

The CONSULTANT shall provide professional engineering management and supervision throughout the duration of the PROJECT. This effort will include the following elements:

- Organize and lay out work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- Review monthly expenditures, prepare invoice, and submit project progress report to the CITY.

The CONSULTANT shall prepare and submit to the CITY weekly meeting minutes on the status of the work being done on the PROJECT. The update will identify tasks that must be performed by the CONSULTANT and by the CITY for the upcoming two-week period to keep the PROJECT on schedule.

Deliverables:

- Monthly invoices
- Bi-weekly updates to the CITY

1.2 Monthly Invoices

The CONSULTANT shall submit monthly invoices for payment by the CITY. The CONSULTANT'S invoices shall only include the work done by the CONSULTANT or any approved SUBCONSULTANT for work under this agreement. The CONSULTANT shall list the following: work item, employee's name, job classification, hourly rate, total amount invoiced per work item, billing duration, any necessary receipts and a description of purpose, and total amount due.

Deliverables:

- Monthly invoices (12 monthly invoices estimated)

1.3 Quality Assurance/Quality Control Review

This work element is for QA/QC review of CONSULTANT deliverables by a designated QA/QC staff member of the CONSULTANT team. The review will cover project documentation, progress payments, change orders, and pertinent information on an ongoing basis. The program entails the periodic review of the project files and assures that the overall scope of services objectives are being fulfilled.

2.0 Construction Management

The CONSULTANT shall provide assistance to the CITY for construction management services for the SR 20/Cook Road Extension and Realignment Roadway Improvement Project.

2.1 Duration of Contract

The duration of the contract for the construction management services provided will be for two seasons – from August to November of 2013, followed by May to August of 2014. The construction contract is assumed to be 135 working days at 9 hours/day for the Construction Manager and 80 working days at 9 hours/day for the Construction Inspector.

2.2 Construction Management Tasks

The CONSULTANT will provide the CITY with a Construction Manager (CM). The CM will work under the direct supervision of the CITY Project Manager (PM) and will provide the CITY the following services:

- Prepares Record of Materials;
- Reviews submittals and documents to ROM;
- Processes RFIs;
- Conducts and documents weekly meetings with Contractor and CITY;
- Coordinates with WSDOT;
- Coordinates with utilities;
- Coordinates construction surveying with subconsultant;
- Manages quality assurance and documentation;
- Coordinates materials sampling and testing with subconsultant;
- Acts as daily contact with the Contractor;
- Conducts field inspection and prepares daily inspection reports;
- Monitors Contractor's schedule;
- Conducts wage interviews;
- Maintains Field Note Records for pay quantities and submits monthly summary to the CITY for pay requests;
- Coordinates engineering support services as needed;
- Maintains red-line as-builts;
- Assists in claim evaluation at CITY's request;
- Prepares punch list(s);
- Informs the CITY PM immediately of any potential changes to the contract (CM will have no approval authority for contract changes);
- Provides close-out documents; and
- Performs other CM tasks as directed by the CITY's PM if their time permits.

3.0 Materials Inspection and Testing

Materials inspection and testing will be provided by the CONSULTANT's subconsultant Materials Testing & Consulting Inc. (MTC). MTC's laboratories are regularly audited by the American Association for Laboratory Accreditation (A2LA) as well as the Washington

Association of Building Officials (WABO), and meet the rigorous requirements of ASTM E329 and C1077 standards for testing laboratories. The material samples and testing will be conducted by WABO-certified senior special inspectors.

3.1 Material Testing Reports

In order to provide cost reductions and more efficiency to the project, and to reduce the global footprint, MTC provides the advantage of electronic reporting, distribution, and storage of all test results through a secure, online system called the Digital Paper Route (DPR). The DPR is an online report distribution and project management tool which provides the CITY with full-time, web-based access to all testing reports.

4.0 Construction Surveying

The construction surveying will be provided by our subconsultant Skagit Surveyors & Engineers (SSE). All requests for construction survey work will be presented to SSE through the CM. SSE will set construction stakes, offset stakes, or hubs needed to do the construction work on a "one time only" basis. Re-staking of lost or obliterated stakes due to construction activity or other acts not under the direct control of the CONSULTANT and/or SSE shall be considered extra work to be paid on a time and expense basis at the direction of the CITY. The CONSULTANT will be fully responsible for all dimensions, elevations, and data measured or taken from the provided stakes or hubs.

Additional work, not included in this construction surveying task, which is requested and performed, will be considered extra work to be paid on a time and expense basis at the direction of the CITY.

4.1 Construction Administration

This task will consist of meetings between the Contractor and the CM to coordinate all survey activities. SSE will appoint a survey manager for this project. The CM will coordinate the work between SSE and the Contractor to provide the necessary survey crews and technicians to support the needs and deadlines set by the Contractor. The CM will coordinate with the survey manager for all design changes to ensure that the survey crews have the latest plan information.

4.2 Control Survey

This task will consist of verifying all primary control points for horizontal and vertical accuracy. Also included will be establishing secondary control necessary for survey layout points. Controls and benchmarks requested by the Contractor will be included in this task.

4.3 Sawcuts and Silt Fence

This task will consist of staking sawcuts and silt fence at 50-foot stations and at all major angle points. Approximately 50 stakes will be set in order to accomplish this task.

4.4 Centerline Alignment

This task will include setting station points either on centerline or on an offset line as determined by the Contractor. These stakes will be placed at 25-foot stations on curves and 50 stations on

tangents. These will be established with both horizontal and vertical values. The centerline will be staked twice; once for subgrade and once for final grade. In total, approximately 120 stakes will be set in order to accomplish this task.

4.5 Slope Stakes

This task will consist of setting stakes at 25-foot stations at catch points with cuts or fills to top or bottom of slope in areas of large cuts and fills along SR 20. In areas where cuts and fills are minimal, offset stakes to finish grade pavement or sidewalk will be set in lieu of slope stakes. Offset stakes will be set where necessary to recover slope stake positions. Approximately 200 stakes will be set in order to accomplish this task.

4.6 Storm Sewer, Ponds, and Sanitary Sewer

This task consists of setting two offsets for each of the approximately 96 storm and sanitary sewer structures as well as the tops and toes of the proposed storm pond. The tops and toes of the pond will be staked only once at all major angle points only. Offsets to these points will be determined by the Contractor. Approximately 35 stakes will be set for the construction of the pond.

4.7 Water

This task includes staking the approximately 17 structures (fire hydrants, tees, and bends). Fire hydrants will be graded to the top of flange. Approximately 20 stakes will be set in order to accomplish this task.

4.8 Curb and Gutter, Sidewalks, and Edge of Pavement

This task consists of staking 3-foot offset stakes to top back of curb for the roundabout truck apron curb, mountable concrete traffic curb, and standard curb at 25-foot stations along all roads. This includes all relative radius points and traffic islands. Also, one stake each at the centerline of all wheelchair ramps will be staked. This task also includes setting approximately 10 stakes for alignment and grading of sidewalks that do not abut against the back of curb. In total, approximately 500 stakes will be set in order to accomplish this task.

4.85 Curb and Gutter As-Built Data

This task will consist of taking as constructed N, E, Z coordinates on the outermost curb lines of both roundabouts. Roundabout curb line data will be collected out to the narrow end of the splitter islands. Approximately 50 data points will be collected in order to accomplish this task.

4.9 Channelization

This task will consist of paint marks on finish grade pavement on 100-foot stations on long tangents and 50-foot stations on large radius curves. This task also includes staking for all crosswalks and traffic arrows. Approximately 110 stakes will be set in order to accomplish this task.

5.0 Design Support

The CONSULTANT shall provide design support assistance on an as-needed basis over the course of the project. Design support may include providing design clarifications, design revisions, or minor modifications to the Contract Plans.

6.0 City-Provided Space, Tasks, and Personnel

The CITY will provide the following:

- Housing for CM and Construction Inspector at City-Owned Bingham Park building, including weekly cleaning, all utilities and furniture as needed.
- Office space for the CM;
- Clerical support as needed;
- Backup field inspector on an as-needed basis;
- Attend weekly meetings;
- Prepare and process pay requests from quantities received from the CM;
- Track Prevailing Wage compliance;
- Retain full approval authority for contract changes;
- Prepare and issue change orders and force accounts; and
- Environmental compliance inspector (CESCL).

Exhibit E-1
Consultant Fee Determination - Fixed Fee
SR 20, Cook Road Realignment and Extension Project
Construction Management
City of Sedro-Woolley

David Evans and Associates, Inc.

Classification		Direct Rate	Hours	Cost
1	Project Manager (PMGR)	\$ 60.50	60	\$3,630
2	Managing Professional Engr/QC (MGPE)	\$ 65.00	66	\$4,290
3	Professional Engineer (PFEN)	\$ 44.00	48	\$2,112
4	CADD Manager (CADM)	\$ 40.00	20	\$800
5	Construction Manager (CONM)	\$ 42.00	1215	\$51,030
6	Construction Inspector (CINS)	\$ 20.50	720	\$14,760
7	Administrative Assistant (ADMA)	\$ 28.00	12	\$336
8	Exec. Administrator (EXAD)	\$ 32.30	24	\$775
			Total Hours	2165

Salary Cost		\$77,733
Overhead Cost @	175.13% of Direct Labor	\$136,134
Fixed Fee @	30.00% of Direct Labor	\$23,320
Total Overhead & Net Fee Cost		\$159,454
DEA Subtotal		\$237,187

Direct Expenses

Mail/Deliveries/Fed Ex	each @	\$20	6	\$120
Mileage	miles @	\$0.585 /mile	8000	\$4,680
Per Diem (Construction Manager)	days @	\$25 /day	135	\$3,375
Per Diem (Construction Inspector)	days @	\$25 /day	80	\$2,000
Subtotal				\$10,175

David Evans and Associates Total **\$247,362**

Subconsultants	Base-Bid + Schedules A and B
Skagit Surveyors & Engineers (Construction Surveying)*	\$60,700
Materials Testing & Consulting (Material Testing/ Sampling)	\$26,034
Associated Earth Sciences Inc. (Geotechnical Support)	\$1,500
Subconsultant Total	\$88,234
Direct Expenses Sub-Total (including Subconsultants)	\$98,409

Construction Management Total	\$335,596
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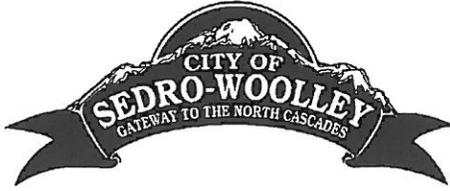
*Skagit fees are based on non-prevailing wage rates.

Exhibit E-1
Consultant Fee Determination - Summary Sheet
SR 20, Cook Road Realignment and Extension Project
Construction Management
 City of Sedro-Woolley

David Evans and Associates, Inc.

Work Element #	Work Element	1		2		3		4		5		6		7		8		DEA Dollars	Skagit Surveyors & Engineers (Construction Surveying)*	Materials Testing & Consulting (Material Testing/Sampling)	Associated Earth Sciences Inc. (Geotechnical Support)	Total \$
		Total	PMGR	Total	Professional (MGPE)	Total	Professional (FEN)	Total	CADD Manager (CADM)	Total	Construction Manager (CONM)	Total	Construction Inspector (CINS)	Total	Assistant (ADMA)	Total	Exec. Administrator (EXAD)					
1.0	Contract Management																					
1.1	Project Management	24																				\$4,430
1.2	Monthly Invoices and Progress Reports (12 total)	18																				\$6,713
1.3	Quality Control/Quality Assurance Review	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	\$4,138
	Work Element 2.0 Total	50	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	\$15,282
2.0	Construction Management																					
2.1	Duration of Contract (135 WD CM; 80 WD CI)																					
2.2	Construction Management Tasks	48								1215	720											\$210,265
	Work Element 2.0 Total	48								1215	720											\$210,265
3.0	Materials Inspection and Testing																					
3.1	Materials Testing Reports																					\$26,034
	Work Element 3.0 Total																					\$26,034
4.0	Construction Surveying																					
4.1	Construction Administration																					\$60,700
4.2	Control Survey																					
4.3	Sawcuts and Silt Fence																					
4.4	Centerline Alignment																					
4.5	Slope Stakes																					
4.6	Storm Sewer, Ponds, and Sanitary Sewer																					
4.7	Water																					
4.8	Curb and Gutter, Sidewalks, and Edge of Pavement																					
4.9	Channelization																					
4.8	Curb and Gutter, Sidewalks, and Edge of Pavement																					
4.85	Curb and Gutter As-Built Data																					
4.9	Curbline As-builts Around Roundabouts																					
	Work Element 4.0 Total	10	10	40	20																	\$60,700
5.0	Design Support	10	10	40	20																	\$11,641
	Work Element 6.0 Total	10	10	40	20																	\$11,641
	Direct Expenses																					\$10,175
	PROJECT TOTAL - Base Bid + Schedules A and B	60	66	48	20	1215	720	12	24	2,165	\$247,362	\$60,700	\$1,500	\$26,034	\$60,700	\$11,641	\$10,175	\$1,500	\$335,596			

*Skagit fees are based on non-prevailing wage rates.



CITY COUNCIL AGENDA
REGULAR MEETING

JUL 10 2013

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) 855-0771
Fax (360) 855-0733

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Proposed Amendment 1 to the Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County Re SR20-Cook Road Realignment and Extension Project**

DATE: July 1, 2013 (for Council review July 10, 2013)

ISSUE

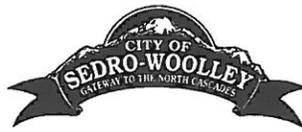
Should the city council authorize Mayor Anderson to execute the attached Amendment 1 to the Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County for purpose of reimbursing the city for the construction phase of water main improvements to be constructed in conjunction with the SR20-Cook Road Realignment and Extension Project, totaling \$126,236?

BACKGROUND/DISCUSSION

The city and PUD entered into an Interlocal Agreement on January 30, 2013 to provide design phase services for the water main upgrades associated with the SR20/Cook Road Realignment and Extension Project. The Interlocal reserved construction phase work for a future amendment, once the scope of the work was confirmed by the design. With PUD approval, we went to advertisement for the project with the final design for the water main included. The contract has been awarded to Strider Construction at their bid price, including the water main work, again with PUD approval. The attached Amendment updates the Interlocal to include the construction phase cost, plus construction engineering and city administrative costs.

MOTION

Authorize Mayor Anderson to execute the attached Amendment 1 to the Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County for purpose of reimbursing the city for the construction phase of water main improvements to be constructed in conjunction with the SR20-Cook Road Realignment and Extension Project, totaling \$126,236.



AMENDMENT NO. 1

To the INTERLOCAL COOPERATIVE AGREEMENT
 Dated January 30, 2013
 Between The City of Sedro-Woolley, Washington
 And Public Utility District No. 1 of Skagit County

This Amendment revises the above contract as follows:

STATEMENT OF WORK is revised as follows:

- The City will assist the PUD in conducting the following:**

Base Bid Schedule A: PUD Waterlines

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
137	Mobilization	1	LS	2,500.00	2,500.00
138	Ductile Iron Pipe for Water Main 8In	1,295	LF	38.00	49,210.00
139	Shoring or Extra Depth Excavation	700	SF	0.20	140.00
139a	16 In Steel Casing	100	LF	100.00	10,000.00
140	Gate Valve 8 in	8	EA	1,100.00	8,800.00
141	Comb. Air Release /Air Vac Assy	2	EA	2,250.00	4,500.00
142	Install Fire Hydrant Assembly	1	EA	4,500.00	4,500.00
143	Service Connection 1 In Dia	6	EA	1,100.00	6,600.00
144	Service Connection 2 In Dia	2	EA	2,500.00	5,000.00
145	Adjust Water Meter Box	2	EA	225.00	450.00
146	Water Meter Box	3	EA	600.00	1,800.00
	Bid Schedule A Subtotal				93,500.00
	Washington State Sales Tax			8.3%	7,760.50
	Total Bid Schedule A Construction Contract (rounded)				101,261.00
	Design Engineering (DEA)	1	EST		15,684.00
	Construction Engineering (DEA) CM 4 hrs @ \$86.16/hr		EST		345.00
	Construction Surveying (SSE Quote)	1	EST		1,675.00
	Materials Testing (MTC Quote)	1	EST		1,260.00
	Subtotal				120,225.00
	City Administration	1	EST	5%	6,011.00
	TOTAL (ROUNDED)				126,236.00

COMPENSATION is revised as follows:

- City will charge PUD for its portion of the services described above at its actual costs (excluding city employees' time) plus 5% for Administration for a maximum compensation not to exceed **\$126,236.00** without further authorization from PUD. Requests by PUD for any other services by the City shall be negotiated as a mutually agreed amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended by mutual written agreement to authorize additional compensation.

Public Utility District No. 1 of Skagit County
Interlocal Cooperative Agreement
Amendment 1
Page 2 of 2

DATED this ___th day of _____, 2013.

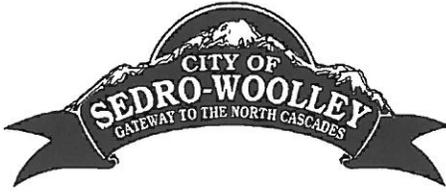
CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mike Anderson, Mayor

CONTRACTOR:

Public Utility District No. 1 of Skagit County

By: _____



CITY COUNCIL AGENDA
REGULAR MEETING

JUL 10 2013

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 34

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **PSE Intolight Authorization Letters for Approval
SR20/Cook Road Realignment & Extension Project Schedules B and E**
DATE: July 5, 2013 (for Council action July10, 2013)

ISSUE

Should Mayor Anderson execute the attached Authorization Letters with Puget Sound Energy/Intolight for installation and service for new street lights and upgrade of existing street lights associated with the SR20/Cook Road Realignment and Extension Project Schedules B and E?

BACKGROUND/DISCUSSION

On June 26, 2013, council authorized execution of PSE Intolight Authorization Letters for the SR20/Cook Road Realignment and Extension Project for the street lights associated with the Base Bid. With the Transportation Improvement Board's decision to Fund Schedule B, we have requested that Intolight add the four additional street lights for Schedule B. In addition, we have requested authorization letters for Schedule E which includes revisions and upgrades to the two existing street lights located on Munro Street associated with the Bingham Park improvements.

Attached are the following agreements for this purpose:

- Street Lighting Authorization Letter (Schedule 51), \$22,384.07 installation charge
- Custom Street Lighting Order (Schedule 51), \$44.02 per month service charge
- Street Light Authorization Letter (Schedule 53 LED), \$2,579.83 installation charge and \$23.48 per month service charge.

The contract for the construction project was awarded on June 26, 2013, and we anticipate work to start by August 1. The street lights for the Schedule B and E work will need to be available by September 1 in order to complete as specified.

Funding for the installation work is provided by the TIB grant and budgeted matching funds are from the GMA Impact Fee account.

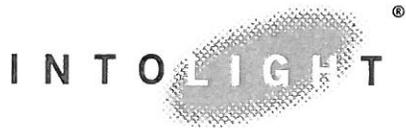
The estimated monthly fees for the new lights will be budgeted from Account 103 beginning in 2014. The additional net cost for the new Schedule fixtures is \$44.02/month or \$528.24/year, and for the upgraded Schedule E lights, is \$15.14/month or \$181.68/year.

For the entire project, including the Base Bid as previously authorized, the net cost for new and upgraded fixtures, including reduction for removed or upgraded existing lights, is \$489.16/month, or \$5,869.92 per year.

Staff recommends approval and execution of the attached Authorization Letters.

MOTION:

Move to authorize Mayor Anderson to execute the attached Authorization Letters with Puget Sound Energy/Intolight for installation and service for new street lights and upgrade of existing street lights associated with the SR20/Cook Road Realignment and Extension Project Schedules B and E.



355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

STREET LIGHTING AUTHORIZATION LETTER (Sch. 51)

June 27, 2013

Mark Freiberger
City of Sedro Woolley
325 Metcalf Street
Sedro Woolley, WA 98284

Street Lighting for SR20, Cook Rd roundabout; Murrow Street – City Schedule B
SL 46, 47, 48, 49

Dear Mark,

The cost for the installation of: 4 ea 35' new fiberglass poles, 4 ea FG pole mounting tubes, 4 ea 14' mounting arms, 4 ea 130W LED Cobra heads, 4 ea 130W LED Cobra heads is **\$22,384.07**. It is based on the description in the Custom Street Lighting Order enclosed. This estimate is valid for **90 days**.

After reviewing the enclosed, please sign and return this Authorization Letter, and Custom Street Lighting Order. Payment will be requested once construction is completed. **Return one copy in the self-addressed envelope provided, and retain the other copy for your file. Upon receipt of the signed agreement and your payment there is a 10-12 week waiting period for us to procure the necessary materials.**

The following are conditions that may be required before construction of this system:

1. In the area where we are placing our cables and equipment, it is necessary that area be within four (4) inches of grade. If not, you may be required to pay the cost of relocating or reburying our facilities.
2. Locate and mark all privately owned underground facilities.
3. Right-of-way and/or Easements may also be required from you or adjacent property owners.
4. Please note that the installation may not meet the Illumination Engineering Society's Minimum standard for roadway lighting levels.
5. Restoration is not included for present construction or is the removal of excavated materials.

INTOLIGHT
STREET LIGHTING AUTHORIZATION LETTER CONT.

Street Lighting for SR20, Cook Rd roundabout, Murrow Road (City Schedule B)
SL 46, 47, 48, 49

355 110th Avenue NE
PO Box 98868, Bellevue, WA 98009-0868
Bellevue, Washington 98009-0868
T (425) 456-2496
F (425) 456-3149
Lighting Services from Puget Sound Energy

6. **Intolight/PSE will provide pole hole and plastic mounting tubes for SL 46, 47, 48, 49**
7. **City is responsible for staking streetlight pole tube locations per attached sketch.**
8. If Permits or Flaggers are required for present construction it is your responsibility to reimburse PSE these costs.
9. Unforeseen soil or pavement conditions are not included and it is your responsibility to reimburse PSE for these costs.
10. **Please provide date lighting installation should take place. Date: _____.**

By signing this Letter, Custom Street Lighting Order and returning it, you are stating that you will comply with these requirements and authorize us to perform the work. When the contingencies have been met, this order will be release to construction for scheduling. If you have any questions, please call me at 425-456-2701.

Sincerely,



Lars Larson
Account Manager, Lighting Services

The above contingencies are accepted and authorization is given:

By: _____

Date: _____



355 110th Avenue NE T (425) 456-2496
 PO Box 90868, EST 9W F (425) 462-3149
 Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

Project Name: Sedro Woolley – Cook Rd; SR 20 Roundabout – City Schedule B

Location: State Route 20, Cook Rd Roundabout; Murrow Street: SL 46, 47, 48, 49

CUSTOM STREET LIGHTING ORDER (Sch. 51)

This order dated June 27, 2013 TO PUGET SOUND ENERGY, Inc. (PSE) MARK FREIBERGER; CITY OF SEDRO WOOLLEY; 325 METCALF STREET; SEDRO WOOLLEY, WA 98284 (Customer) covers the Installation of custom lighting authorized by this order. Billing will be on a Monthly basis and in accordance with the terms and conditions contained in PSE’s Scheduled 51, and any future modifications of such Schedule as may be approved by the Washington Utilities and Transportation Commission. Ownership of all conductors, poles, fixtures, lamps and accessory equipment installed as a result of this order shall remain with PSE. The number, size and type of lights ordered are summarized below.

The installation charge of the listed lighting units was estimated to be **\$22,384.07**. Value of the system used to determine the monthly facilities charge is \$14,823.74. **Full payment of installation charge will be requested upon completion of project.**

Fixture and Pole Type

- SL 46 New 35’ FG Smooth, Silver; 14’ Arm; 130W LED Cobrahead
- SL 47 New 35’ FG Smooth, Silver; 14’ Arm; 130W LED Cobrahead
- SL 48 New 35’ FG Smooth, Silver; 14’ Arm; 130W LED Cobrahead
- SL 49 New 35’ FG Smooth, Silver; 14’ Arm; 130W LED Cobrahead

Monthly facilities charge is equal to 0.172% x value of the system.
 $0.00172 \times \$14,823.74 = \25.50

The basis of the monthly energy charge under Rate Schedule 51 is as follows:

130W LED is \$4.63 per month x 4 lights = \$18.52

Total monthly energy charge	\$18.52
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The total monthly charge for this installation is

Monthly facilities charge	\$ 25.50
Monthly energy charge	\$ 18.52
Total monthly charge:	\$ 44.02

INTOLIGHT
CUSTOM STREET LIGHTING ORDER (Sch. 51 Cont.)

355 110th Avenue NE
PO Box 90868, EST 9W

T (425) 456-2496
F (425) 462-3149

PROJECT NAME:

Sedro Woolley – Cook Rd; SR 20 Roundabout; – City Schedule B

Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

To transfer the energy and maintenance billing, it is your responsibility to notify the new billing party when services are to be transferred. The new billing party must agree and contact INTOLIGHT to complete billing transfer.

Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

This order, executed by customer's duly authorized representative as of the date first written above is for service, as described above, under PSE's Schedule 51.

Customer: CITY OF SEDRO WOOLLEY.; ATTN: MARK FREIBERGER

By: _____

Date: _____

Printed Name: _____

Title: _____

Company: Puget Sound Energy

By:  _____

Date: June 27, 2013

Lars Larson
Account Manager, Lighting Services

355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

**STREET LIGHT
AUTHORIZATION LETTER
(Sch 53 LED)**

June 27, 2013

City of Sedro Woolley
Attn: Mark Freiberger
325 Metcalf Street
Sedro Woolley, WA 98284

Project Name: LED Changeout, Schedule 53
Project locations: Cook Road Roundabout (W. Munroe St; Schedule E) SL 51, 52
Intolight order: 101083889 / 108082898

Dear Mark,

Thank you for your street lighting request to service the above location. With your authorization, we will proceed with the change out of (2) existing HPS street lights to 130W LED on 1 8', and 1 12' arms on existing wood poles. Install costs for the 2 locations using LED Cobra Head Flat Lens fixtures is \$2,579.83. The monthly energy costs are \$11.74 for each 130W LED fixture. **Payment for installation will be requested after installation is completed.** This estimate is valid for 90 days.

The combined monthly energy/maintenance charge of \$23.48, as per our Schedule 53 Electric Tariff G, will start once the lights are energized.

The responsible billing party will be: City of Sedro Woolley

By signing this letter and returning it, you are stating that you authorize us to do the work and this order will be released to construction for scheduling. Upon receipt of the signed agreement, there is approximately a 4-week waiting period for installation. Please provide date installation should take place: _____

If you have any questions, please call me at 425-456-2701

Sincerely,

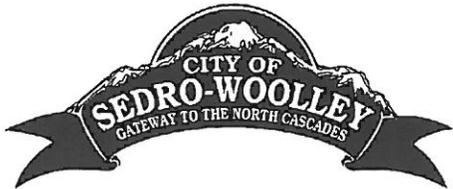


Lars Larson
Account Manager, Lighting Services from PSE

The above is accepted and authorization is given:

By: _____ Date: _____

Print: _____ Title: _____



CITY COUNCIL AGENDA
REGULAR MEETING

JUL 10 2013

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9933
Fax (360) 855-0707

Mark A. Freiburger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiburger, PE
Director of Public Works

RE: **Request for Approval of Interagency Agreement**
FY 2013-2014 Puget Sound Local Source Control Specialists Partnership

DATE: July 2, 2013 (for Council review July 10, 2013)

ISSUE

Shall council move to authorize Mayor Anderson to sign the attached Interagency Agreement for the FY 2013-2014 Puget Sound Local Source Control Specialists Partnership?

BACKGROUND/DISCUSSION

The city participated in Ecology's Puget Sound Local Source Control Specialists Partnership during the Fiscal Year 2012-2013 period. The program provided funding for a 0.33 Full Time Employee (FTE) for Justin Bicknell's position for the period January 1, 2012, when we became part of the program, through June 30, 2013. This program provided up to \$52,202 for the Local Source Control Specialist position and related expenses for that period. Attached is a summary of the program accomplishments through April 10, 2013, and our proposal for continuance of the position for FY2013-2014.

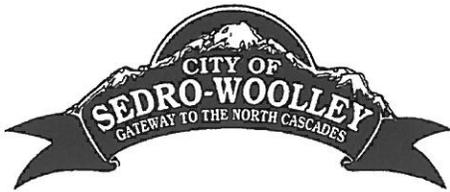
Attached is the proposed Interagency Agreement with the Washington State Department of Ecology to participate in the Local Source Control Program for Fiscal Years 2013-2014 (July 1 to June 30), including Appendix A and B.

The activities to be done under the proposed agreement will continue to fit very well with other requirements of our NPDES Phase 2 Stormwater Permit, and will allow us to leverage LSCS activities to meet Permit requirements.

The current agreement totals \$64,000, and will continue to provide funding for a 0.33 FTE for the Local Source Control Specialist position for the period July 1, 2013 to June 30, 2014. It will also provide funding for 0.04 FTE (approximately 4 hours per month) for supervision from David Lee's position, plus travel expenses and material and equipment costs associated with the program, and 10% of salaries and benefits for administrative costs. It also provides \$3,973 for subcontract costs for Skagit Conservation District education and encouragement programs supporting the Local Source Control Program under our agreement with SCD.

MOTION:

Move to authorize Mayor Anderson to sign the attached Interagency Agreement for the FY 2013-2014 Puget Sound Local Source Control Specialists Partnership.



CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

Mark A. Freiburger, PE
Director of Public Works

State of Washington
Department of Ecology
PO Box 47600
Olympia, WA 98504-7600

Attention: Julia McHugh
Local Source Control Program Coordinator

SUBJECT: LSC 2012-13 Review and 2013-15 Intentions

DATE: April 10, 2013

Dear Julia,

The following is a short summary and review of our jurisdiction's 2012-13 accomplishments under the Local Source Control Agreement, as well as our intentions for the period July 1, 2013 to June 30, 2015, should you choose to renew the contract.

2012-13
(January 2012-Present)

- 90(+/-) Site Visits to date
- Resources posted to city web page for public access(as well as distributed):
 - LSC Program Information Pamphlet
 - Spill Response & Clean Up Plan
 - MSDS-Getting Started
 - ShopTalk(Online Link)
 - EnviroStars Information Brochure and Application/Worksheet
 - Tips to Handling Wastewater
 - Fact Sheets for Mobile Businesses
 - Automotive Industry(Tips and Posters)
- Heightened public (businesses, etc.), self, and inter-departmental awareness of pollution issues through site visits, public outreach, and inter-departmental meetings.
- Great response in clean up and maintenance of various business site components such as understanding their site (drainage, etc.), storage, containment, materials handling, waste disposal, etc.
- Enhanced personal (as a LSCS) as well as public knowledge of pollution problems and causes, hidden dangers, and various other aspects of business' impact on pollution generation in relation with products and wastes used and produced within different sectors.
- Increased resources (and knowledge) to pass along to businesses (and public in general. As a result, somewhat of a network in sharing resources, contacts, knowledge between businesses of the same types in regards to issues such as recycling, suppliers, product info, waste disposal, etc. has started to come about.

2013-15
(Intentions)

- Continue to allocate 1/3 (0.33 FTE) of Justin Bicknell's time as LSCS
- Perform 100 Site Visits
- **Sector focus:** Medical/Dental Facilities and Restaurants(Main Focus); Follow Up/ Re-Visit Automotive/Manufacturing/Medical/Etc.(Secondary Focus)

NOTE: Propose to coordinate a Seminar/Workshop covering LSC program overview with either schools and/or general public in an effort to be pro-active with prospective and future business owners

- Continuing Trainings as a "newer" specialist
- Our budget estimate for this work for the period July 1, 2013 to June 30, 2015 (two years) is \$63,729. See the attached *Estimate 2013/2014 Budget Status Report* form for details.

We have appreciated the opportunity to work with you and your staff in assisting Ecology with this important project. We look forward to a continued effort to improve the waters of our state!

Sincerely,



Mark A. Freiburger, PE
Director of Public Works

Cc: Justin Bicknell, LSCS
David Lee, P.E., City Engineer



IAA No. _____

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

THE CITY OF SEDRO-WOOLLEY

THIS INTERAGENCY AGREEMENT is made and entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY," and the City of Sedro-Woolley, hereinafter referred to as the "CONTRACTOR" pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding for the CONTRACTOR to hire a "Local Source Control Specialist" (LSCS) who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of the urban waters of the state. The LSCS will make referrals to ECOLOGY as needed, and report measurable environmental results.

THEREFORE, IT IS MUTUALLY AGREED THAT:

The CONTRACTOR will conduct multimedia source control site visits and pollution prevention activities to Conditionally Exempt Small Quantity Generator (CESQG) businesses that are designed to reduce or eliminate hazardous waste and pollutants at the source.

Ecology will coordinate this partnership through a Local Source Control Program Coordinator, and support collaborative efforts to protect and restore Puget Sound and the Spokane River Watershed.

1) STATEMENT OF WORK

CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment A, and for federally-funded partners, Attachment C, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IAA shall commence on **July 1, 2013**, or date of execution, whichever comes later, and be completed by **June 31, 2015**, unless terminated sooner as

provided herein. Ecology reserves the right to review the contract after one year and adjust the scope of work and budget according to actual performance.

3) PAYMENT

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and in accordance with Governor's Executive Order 10-07. This is a performance-based contract, in which payment is based on the successful completion of expected deliverables. The parties have determined that the cost of accomplishing the work herein will not exceed **\$64,000**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the terms set forth in accordance with the tasks listed in Attachment A, Statement of Work and Attachment B, Invoice & Budget Detail, which is attached hereto and incorporated herein. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

All travel expenses for state and federally funded partners (meals, lodging, mileage) will be reimbursed according to current state rates at the time of travel. www.ofm.wa.gov/resources/travel/colormap.pdf. Purchase of source control tools for distribution to CESQG businesses may not exceed \$2,500.00 for the 24-month contract period. Any purchases of equipment or goods over \$1,000 must be pre-approved by the LSC Program Coordinator.

4) OVERHEAD AND INDIRECT CHARGES

Ecology prefers this rate to be charged on Salaries and Benefits only. If the partner jurisdiction calculates this on a different base, attach a complete explanation of the items in the base. Indicate the rate in the cell provided on Attachment B, Invoice & Budget Detail.

Ecology recognizes annual adjustment to indirect rates. CONTRACTOR is required to notify Program Coordinator and to clearly indicate the rate change on Attachment B at the time of billing.

5) BILLING PROCEDURE

CONTRACTOR shall submit quarterly invoices to ECOLOGY for payment, within 40 days following the end of the billing quarter using the state invoice voucher form A19-1A. All invoices are to be delivered to: Julia McHugh, HWTR, Dept of Ecology, PO Box 47600, Olympia, WA 98504-7600.

Each invoice shall reference the Agreement (IAA) number and clearly identify the items related to performance under this agreement. All expenses invoiced shall be supported with copies of invoices paid. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of fiscal year, whichever is earlier. Payment will be within 30 days of receipt of properly completed invoice.

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

6) AGREEMENT ALTERATIONS AND AMENDMENTS

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

7) SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used for the performances under this agreement.

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

8) ASSIGNMENT

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

9) DISPUTES

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

10) GOVERNANCE AND PRECEDENCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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

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

11) INDEPENDENT CAPACITY

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

12) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of

both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

13) RIGHTS IN DATA

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

14) SEVERABILITY

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

15) TERMINATION

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

16) TERMINATION FOR CAUSE

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

17) WAIVER

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

18) AGREEMENT MANAGEMENT

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

Attachment A
FY2013-15
City of Sedro-Woolley
Statement of Work and Program Guidelines

I. Contractor Scope of Work

The Contractor will conduct **100** technical assistance site visits to small quantity generator (SQG) businesses during the 2013-15 biennium.

If the partner jurisdiction will pursue a sector focus or particular local activity, describe below:

Sector Focus / Local Activity	Deliverable <i>(limit each description to one sentence)</i>
Medical/Dental Facilities and Restaurants – Primary Focus	Perform initial and follow up/return site visits and document to the LSC Database.
Automotive/Manufacturing/Medical – Secondary Focus	Perform follow up/return site visits and document to the LSC Database.
Schools and/or General Public – prospective and future business owners	Coordinate a Seminar/Workshop covering LSC program overview to acquaint prospective and future business owners with the program.

Key Personnel (include Subcontractor(s) if applicable)

Staff	Estimated FTE	Role
Justin Bicknell, LSCS	0.33	Local Source Control Specialist
David Lee, City Engineer	0.04	Program Oversight/Supervision

II. Work & Site Visit Allocation

Depending upon jurisdiction conditions, the Local Source Control Specialist (LSCS) work is expected to fall within these general proportions: 75% Site Visits, 15% Education & Outreach to businesses or business organizations, 10% Networking / Training.

Depending upon jurisdiction conditions, approximately 70% of the visits will be to new, 'never-visited' small businesses or those that have not received a LSC site visit in 3 or more years. The balance of visits are to be follow-up /return visits to resolve any High Priority Environmental Issues (HPEIs) found.

The following nine HPEIs, indicated on page 3, revised LSC Checklist v4.0.3, are Ecology's top priorities for follow-up visits to ensure correction of the problem. Other issues found on-site and subsequent follow-up are at the discretion of the local jurisdiction. When unable to resolve the business' HPEIs, LSCS are to follow Ecology's referral policy, outlined in the 'LSCP Contact and Referral Guide'.

- **Hazardous Waste**

- Properly designate waste
- Properly dispose of waste
- Properly store products/wastes
- Repair or replace degraded open chemical containers

- **Stormwater**

- Correct illegal plumbing connection
 - Halt discharges of process wastewaters to storm drain
 - Properly store containerized materials
 - Properly store non-containerized materials
 - Clean and eliminate leaks and spills from storage areas
- Ecology reserves the ability to direct a portion of business site visits towards specific priority sources or contaminants such as, but not limited to:
 - toxics in stormwater;
 - copper, mercury, lead, cadmium and / or zinc sources
 - vehicle repair, property management, paint & coatings, industrial operations, retail, marine, healthcare, agriculture, governmental operations, hospitality, school districts
 - sources of persistent, bioaccumulative and toxic contaminants (PBTs), such as Abandoned/Bankrupt sites or outdoor operational washing activities
 - Safer Chemistry Challenge Program
 - LEAN for Small Quantity Generators (maximize customer value while minimizing waste; create more value for customers with fewer resources)
 - provide UIC Program information to business owners on the use of UIC wells. This would include providing a UIC Program fact sheet and a paper copy of the Industrial/Commercial UIC registration form provided by Ecology.

III. Site Visit Requirements

- Coordinate with respective Ecology Regional Offices on an ongoing basis to ensure that businesses are not being visited by other Source Control or Urban Waters staff, and that the business is not a Medium or Large Quantity Generator.
- Provide technical assistance on waste and toxics reduction, storage, and disposal, and pollution prevention during on-site visits and follow-up contact. Follow-up assistance and general business outreach may be letters to or phone consultations with individual businesses, meetings, publications, newsletters, workshops, providing internet resources, and other forms of technical information distribution.
- Coordinate and collaborate when developing technical assistance messages and outreach materials and resources with Ecology technical staff and other internal local government personnel or functions such as fire marshal, code enforcement, storm water, wastewater treatment plant, and moderate risk waste staff.
- Encourage businesses to participate in local green business programs, including the EnviroStars business certification program (<http://envirostars.org/>)
- Post all materials developed to educate/assist businesses or to market the LSC Program internally or externally to the LSC SharePoint site within 30 days of completion of the piece.
- Coordinate with local jurisdictions and Ecology's Regional Office in a timely manner regarding complaints about or from SQG businesses.

- If completing contracted site visits prior to the end of the contract period, use 70% of remaining time to do additional site visits.
- For pre-site visit research, a combination of data sources is recommended. A list of suggested resources is posted on the LSC SharePoint site.

IV. Reporting Results to Ecology

Site Visit Data Entry

- Complete a source control checklist for each site visit and enter it into Ecology's LSC database. The checklist is available as hard copy, and is expected to be available in digital form that can be completed on a field tool and downloaded to the database online. The partner jurisdiction is responsible for maintaining original checklist documents for purposes of public disclosure requests and as historic records.
- Data entry is expected to be thorough, complete, and timely. All site visit information collected on the checklist must be entered in the LSC database within 30 days of each site visit, whether initial, follow-up, screening, or referral to a regulatory body.
- Contractor will ensure all data records are complete (either 'pending', 'closed', or 'referred') to promote quality assurance of the local source control data.
- Credit for these types of site visits will be assigned upon completion of the data record in the LSC dB:
 - Site Visit – Complete;
 - Site Visit – Follow-Up or Return
 - Site Visit – Screening or Incomplete (attempted but turned away);
- Through the 'Reports' feature of the new database, Contractor will be able to retrieve site visit reports to identify/correct any incomplete data records, and to formulate reports for their jurisdiction.

V. Reporting Changes in Business Practices

The former 'Monthly Report' is replaced by new sections (pg 4, revised LSC Checklist v4.0.3), including *"Changes in Business Practices, Cost of Structural or Other Changes Made by Business, Refer to Safer Chemicals, Refer to Envirostars, Refer to Energy Efficiency Resource"*.

It is required that these new sections are populated where applicable for each site in order to quantify the effectiveness of LSCS work. These new categories will aid in tracking business behavior change, the costs incurred to make the change(s), and any cost savings realized by the business.

VI. Reporting Other Changes to Ecology

Report to the LSC Program Coordinator when applicable:

- Any potential program, contract, or small business client problems and resolutions
- Any key personnel changes
- Initiation or changes to a subcontract or subcontractor information

VII. Invoicing

Quarterly invoices for completed work will be submitted on Ecology-provided, original, signed Form A-19-1A, and detailed on Attachment B, Invoice Detail. An original signed Invoice, Invoice Detail, and

State of Washington, Department of Ecology
IAA No.

supporting invoice detail documentation will be sent within 40 days of the end of the invoice quarter to the Contract/Project Manager: *Julia McHugh* jmch461@ecy.wa.gov 360-407-6850
Washington State Department of Ecology Hazardous Waste and Toxics Reduction Program
PO Box 47600 Olympia, WA 98504-7600

VIII. Establishment of Local Source Control Specialist Training Plan and Role of Ecology's LSC Training Coordinator

Results from the February 2013 LSC Program Survey pointed to the need for an improvement in the Specialists' training program, in particular, a more rigorous new-hire training component and an improved progression for overall training. An Ecology Training Coordinator and part-time assistant will establish and facilitate the training program. All Specialists are expected to participate.

A. New Hire Evaluation

1. The LSC Training Coordinator will develop an introductory diagnostic evaluation to assess the level of training needed by newly hired LSCS, and to enable modification of the on-going training plan. It will consist of ten questions - two from each area listed below. The questions will help determine competency in each core area and will be administered within two months of joining the LSC program.

Where the new LSCS shows competency, there will be no additional training requirement for that category. Conversely where the competency is not high, more training will be provided.

General Training Categories include, but are not limited to:

- I. Storm Water Inspections
- II. Hazardous Waste (40 CFR/WAC 173-303) (emphasis on Designation and waste codes)
- III. Solid Waste (with an emphasis on MRW waste)
- IV. Spills
- V. Industrial Waste Water Management
- VI. Joint inspection(s) with the Training Coordinator as a lead on an Ecology hazardous waste inspection
- VII. Joint inspection(s) with the Training Coordinator as backup on a Local Source Control inspection

2. New Hire Mentoring, Joint Site Visits, Orientation Training

- The LSC Program Training Coordinator will develop an on-going training plan, course list and materials. All training materials will be available on the LSC SharePoint site.
- Ecology's LSC Program Training Coordinator will orient the new hire by providing them with technical and program-specific information.
- Each new Specialist will be assigned a mentor by the LSC Program Training Coordinator. The Coordinator will select mentors from the pool of experienced, available LSCS and / or Ecology staff. The mentor will conduct at least three site visits with the newly hired Specialist.
- Some Specialists may require more or less mentoring than others. If the mentor feels more than three joint site visits are warranted, the mentor will contact the Training Coordinator to discuss next steps.
- The Training Coordinator will work to ensure that the Specialist is fully capable of performing the duties of a Local Source Control Specialist without additional assistance.

3. Topics for New Hire Orientation Training

Topics include, but are not limited to:

- I. Share Point Orientation
- II. Checklist & Database Basics
- III. LSCS Training Program
- IV. Quarterly Training Team Identification & Participation
- V. Mentoring
- VI. Customer Service
- VII. Networking

B. All Specialists

1. Orientation, Attendance & Participation

Ecology will present an orientation class that precedes the first in-person group meeting of the biennium, and subsequently thereafter to every new Local Source Control Specialist within six months of hire. Orientation sessions will be held within semi-annual periods where we have new Specialists. The location will be Ecology's Northwest Regional Office or other suitable location determined by the Training Coordinator.

- Each Specialist is required to attend new orientation at least once, as well as all subsequent monthly webinars and quarterly trainings throughout the biennium.
- All Specialists must be an active group participant in the planning and logistics of at least one quarterly training, with each group of four to six Specialists assisted by the NWRO LSC Training Coordinator and an assistant. Approximately ten hours of Specialist time should be allotted for this activity, equivalent to four site visits.
- Each experienced Specialist will at some time be called upon to mentor a new Specialist. Approximately 30 hours should be allotted for Mentoring activity. This will be equivalent to twelve site visits.

2. All Specialists Ongoing Training

The LSC Program Training Coordinator will develop an on-going training plan, course list and materials, with input from the Specialists. All training materials will be available on the LSC SharePoint site.

Course content will be presented in-person or on-line, depending upon available resources. Topics will be presented to all Specialists, and will be mandatory for new Specialists during their first six months of hire, and thereafter to each Specialist once every four to six years or more frequently by Specialist election.

Topics include but are not limited to:

- I. Storm Water Inspections
- II. Hazardous Waste (40 CFR/WAC 173-303) (emphasis on Designation and waste codes)
- III. Solid Waste (with an emphasis on MRW waste)
- IV. Spills
- V. Industrial Waste Water Management

3. Quarterly Trainings

One-day, four to five hour in-person training sessions, with content developed by a designated group of four to six Local Source Control Specialists who will plan the agenda, topics, and procure guest speakers of their choice. Ecology will provide support for these efforts, the meeting space and lunch at its Northwest Regional Office in Bellevue, or other suitable central location determined by the Training Coordinator.

4. Monthly Call-in Business & Topic Meetings

In each of the months between quarterly trainings, Ecology will sponsor hour-long call-in meetings on the second Wednesday of each month, 9:00 to 10:00 am and will include but are not limited to:

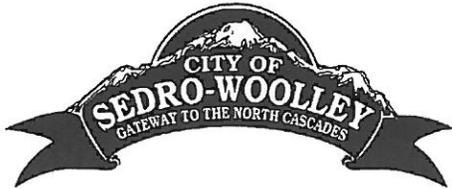
- Guest speaker(s)
- LSC Specialists are also encouraged to present to their colleagues
- Discussion/updates of cover program business and administration

ATTACHMENT B
INVOICE & BUDGET DETAIL
 Department of Ecology - Local Source Control Partnership (updated 05/2013)

Contractor:	City of Sedro-Woolley	IAA No:	
Current Invoice Period: Qtr/YR:		Invoice No:	
	Current Invoice	Total Approved Budget 2013-15	Remaining Budget
Salaries		32,238.37	32,238.37
Benefits		12,970.00	12,970.00
Subcontracts		3,973.45	3,973.45
Goods & Services		500.00	500.00
Equipment		500.00	500.00
Travel / Training		8,000.00	8,000.00
Subtotal Direct Costs	0.00	58,181.82	58,181.82
Indirect Costs (@ Rat 10%)		5,818.18	5,818.18
Total Costs	\$ -	\$ 64,000.00	\$ 64,000.00

*Total Cumulative includes current invoice amounts

Staff Name / Expense Description <i>(attach copy of internal record reflecting all staff paid through contract & copy of each invoice paid)</i>	Salaries	Benefits	Subcontracts	Goods & Services	Equipment	Travel / Training	Indirect Costs
Justin Bicknell, LSCS							
David Lee, City Engineer/Supervisor							
Subtotals	0	0	0	0	0	0	0
Total = Current Invoice	\$ -						



CITY COUNCIL AGENDA
REGULAR MEETING

JUL 10 2013

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

David Lee, PE
City Engineer

MEMO TO: City Council and Mayor Mike Anderson

FROM: David Lee, PE

RE: **Proposed Amendment 1 to the Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County Re SR 9 Pedestrian/Bicycle Safety Improvements Project**

DATE: July 2, 2013 (for Council review July 10, 2013)

ISSUE

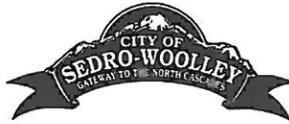
Should the city council authorize Mayor Anderson to execute the attached Amendment 1 to the Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County for purpose of reimbursing the city for the construction phase of water main improvements to be constructed in conjunction with the SR 9 Pedestrian/Bicycle Safety Improvements Project, totaling \$62,949?

BACKGROUND/DISCUSSION

The city and PUD entered into an Interlocal Agreement on June 17, 2013 to provide design phase services for the water main upgrades associated with the SR 9 Pedestrian/Bicycle Safety Improvements Project. The Interlocal reserved construction phase work for a future amendment, once the scope of the work was confirmed by the design. With PUD approval, we went to advertisement for the project with the final design for the water main included. The contract has been awarded to Faber Construction at their bid price, including the water main work, again with PUD approval. The attached Amendment updates the Interlocal to include the construction phase cost, plus construction engineering and city administrative costs.

MOTION

Authorize Mayor Anderson to execute the attached Amendment 1 to the Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County for purpose of reimbursing the city for the construction phase of water main improvements to be constructed in conjunction with the SR 9 Pedestrian/Bicycle Safety Improvements Project, totaling \$62,949.



AMENDMENT NO. 1

To the INTERLOCAL COOPERATIVE AGREEMENT
 Dated June 17, 2013
 Between The City of Sedro-Woolley, Washington
 And Public Utility District No. 1 of Skagit County

This Amendment revises the above contract as follows:

STATEMENT OF WORK is revised as follows:

1. The City will assist the PUD in conducting the following:

Schedule C: Skagit County PUD No. 1 Water Main Improvements

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	3,517.64	3,517.64
2	Roadway excavation Incl. Haul	17	CY	21.77	370.09
3	Gravel Base Incl. haul 700	30	TN	18.39	551.70
4	Crushed Surfacing Base course	17	TN	43.93	746.81
5	HMA CL ½" PG-64-22	39	TN	100.88	3,934.32
6	Water Main 8In. Diam. Ductile Iron	160	LF	68.36	10,937.60
7	Water Main 12In. Diam. Ductile Iron	143	LF	87.12	12,458.16
8	Gate Valve 8-In	5	EA	1,284.54	6,422.70
9	Gate Valve 12-In	2	EA	1,958.22	3,916.44
10	Fire Hydrant Assembly	1	EA	3,865.58	3,865.58
11	2-Inch flushing Assembly	1	EA	1,009.24	1,009.24
12	2-In PVC Vault Drain Extension	10	LF	61.65	616.50
13	Trench excavation Safety Systems	1	LS	2,208.00	2,208.00
	Bid Schedule C Subtotal				50,554.78
	Washington State Sales Tax			8.3%	4,196.05
	Total Bid Schedule C Construction Contract (rounded)				54,751.00
	Design Engineering (City)	1	EST		2,000.00
	Construction Engineering (City)	1	EST		1,200.00
	Construction Surveying	1	EST		1,500.00
	Materials Testing	1	EST		500.00
	Subtotal				59,951.00
	City Administration	1	EST	5%	2,998.00
	TOTAL (ROUNDED)				62,949.00

COMPENSATION is revised as follows:

- City will charge PUD for its portion of the services described above at its actual costs plus 5% for Administration for a maximum compensation not to exceed **\$62,949.00** without further authorization from PUD. Requests by PUD for any other services by the City shall be negotiated as a mutually agreed amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended by mutual written agreement to authorize additional compensation.

Public Utility District No. 1 of Skagit County
Interlocal Cooperative Agreement
Amendment 1
Page 2 of 2

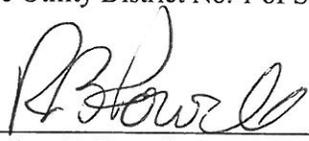
DATED this ___th day of _____, 2013.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mike Anderson, Mayor

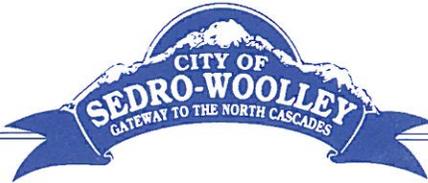
CONTRACTOR:

Public Utility District No. 1 of Skagit County

By:  _____
Robert B. Powell, General Manager

JUL 10 2013

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

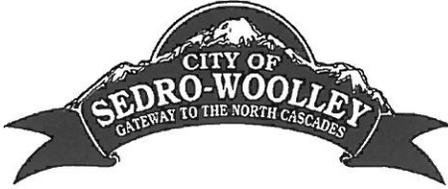


SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

JUL 10 2013



7:00 P.M. COUNCIL CHAMBERS CITY OF SEDRO-WOOLLEY
AGENDA NO. 5 Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Skagit County Jail project
DATE: July 10, 2013

ISSUE: Should the Council approve the attached Jail Facility Use Agreement regarding the financing, construction and oversight of a new countywide jail facility?

BACKGROUND: This item comes to you for a second reading and possible approval tonight. This agreement is the "definitive agreement" and is the product from the Provisional Agreement that was approved in May.

This draft agreement is the result of many hours spent working cooperatively and collaboratively to achieve a common goal: improved public safety for all of Skagit County. After moving from the Provisional Agreement to drafting this agreement, I believe all of the parties worked diligently and in good faith to achieve this common objective. The agreement is complex and is intended to be operative for at least 30 years and therefore includes a number of compromises for all parties. I would like to acknowledge the hard work of the drafting group and express my appreciation that all issues were genuinely explored and objective discussions were frequent with the nature of the discussions always focused on the end result. Negotiating this final Jail Use Agreement was a good process that has yielded a good result for the community.

There are a number of changes from the draft that was presented for a first reading at your last meeting which I will address in detail when we discuss this agreement on Wednesday night.

RECOMMENDATION: Motion to approve the attached Jail Use Agreement by and between Skagit County and four cities for the construction, use and operation of a new jail.

JAIL FACILITY USE AGREEMENT

This Jail Facility Use Agreement (“**Agreement**”) is by and between Skagit County (“**County**”); the City of Sedro-Woolley (“**Sedro-Woolley**”); the City of Anacortes (“**Anacortes**”); the City of Mount Vernon (“**Mount Vernon**”); and the City of Burlington (“**Burlington**”), pursuant to RCW Chapters 70.48 and 39.34.

RECITALS

- A. The County and its Sheriff are charged by State law with the operation and maintenance of the Skagit County Jail and related correctional facilities (hereinafter, the “**Jail**”), the costs of which are independently accounted for in the “**Jail Fund**” further described below.
- B. The existing Jail (hereinafter, the “**Existing Jail**”) requires additional capacity in order to safely incarcerate the combined volume of city and county inmates expected over the course of the next thirty years. The city governments party to this Agreement (hereinafter, collectively, the “**Cities**”) desire to continue use of the Jail for detention of city inmates.
- C. The County intends to build, own and operate a new Jail consisting of approximately 400 beds at a cost of approximately \$60,000,000 (hereinafter, the “**New Jail**”), to service the needs of the community for the foreseeable future.
- D. The parties agree that the community and its taxpayers are best served by a cooperative, collective approach to public infrastructure, including the New Jail, through joint planning and financing, to maximize efficiency and promote economies of scale.
- E. On April 29, 2013, the Skagit County Board of Commissioners adopted Resolution No. R20130102, which found that the Existing Jail could not meet the demand of the combined volume of city and County inmates. The Resolution placed a proposition before Skagit County voters that, if passed, would authorize an additional sales and use tax at the rate of 0.3% to be used for the construction, maintenance, and operation of jail facilities, and for police and fire protection, all pursuant to RCW 82.14.450.
- F. On May 9, 2013, the parties entered a Provisional Agreement (the “**Provisional Agreement**”), providing that Skagit County would propose a ballot measure to the voters to authorize a 0.3% sales tax pursuant to RCW 82.14.450, a copy of which statute, in its form as of the date of this Agreement, is attached hereto as **Exhibit A** (hereinafter, the “**Sales Tax Measure**”), intended to service limited tax general obligation bonds to be issued by Skagit County for the construction of the New Jail, together with any refunding bonds which may be issued by Skagit County to refund the

original bonds (hereinafter, the “**Bonds**”), jail operations, and other public safety requirements as permitted by law. The Provisional Agreement envisions the negotiation and execution of a definitive, long-term interlocal agreement to globally address jail financing and certain operational matters.

- G. The parties to this Agreement are willing to make financial concessions in order to obtain access to the Jail. Subject to the terms and conditions herein, the County agrees to make the Jail available for the confinement of City inmates.

NOW, THEREFORE, in consideration of the foregoing, the parties agree and contract as follows:

AGREEMENT

1. **NEW AGREEMENT.** This Agreement shall become effective when all parties set forth above have duly executed this Agreement and the conditions set forth in paragraph 2 have occurred. Until this Agreement becomes effective, the existing jail use agreements between and among the parties (or between any of the parties) shall remain in force and effect pursuant to the terms thereof. Consistent with paragraph 2 below, the County will provide prompt written notice to the parties notifying the parties that this Agreement is operative and in effect. Once this Agreement becomes effective, and as set forth herein, it shall entirely replace and supersede any and all previous agreements between the parties regarding use of the Jail, including the Provisional Agreement.

2. **SALES TAX MEASURE AND EFFECTIVE DATE OF AGREEMENT.** The County has placed the Sales Tax Measure on the August 6, 2013 election. In the event the Sales Tax Measure fails to pass at the August 6, 2013 election, the Sales Tax Measure will be placed on the ballot for the November 5, 2013 election. In the event that the Sales Tax Measure fails to pass at either election, (a) this Agreement shall be immediately null and void without further action by the parties; (b) the existing jail use agreements (Skagit County Contract Nos. 03186, 03187, 03188, 03189, dated September 16, 1996) between the parties shall remain in effect pursuant to the terms thereof; and (c) the County, before seeking to place an additional sales tax proposition on the ballot pursuant to RCW 82.14.450, shall afford the parties hereto ten (10) days’ written notice prior to taking legislative action to place such sales tax measure on the ballot. In the event the Sales Tax Measure passes at either election, this Agreement will become fully effective and immediately binding on the parties on the date the election is certified by the Skagit County Auditor (the “**Effective Date**”), consistent with its terms, without further action or consent by the parties hereto.

PART I – JAIL FINANCING

3. JAIL FUNDING SOURCES. Upon voter approval of the Sales Tax Measure, the parties agree that funds derived therefrom will be paid to Skagit County by the Washington State Department of Revenue, principally to (1) service the Bonds; and (2) cover increased costs associated with operation of the New Jail. Skagit County agrees to place all such funds in the Jail Fund established below in Section 4. The parties will prepare and submit a joint letter to the State Department of Revenue expressing support for the distribution formula and allowable uses set forth in this section. The following interparty adjustments shall be effective upon voter approval of the Sales Tax Measure:

- a. Burlington Rebate. Skagit County will remit to the City of Burlington \$220,000 (the “**Burlington rebate**”) in the first year of receipt of revenues by Skagit County, prorated if the first date of receipt is later than January. The Burlington rebate will increase (or decrease) each year thereafter, for the effective period of this Agreement, by the countywide percentage of Sales Tax Measure revenue increase (or decrease) above (or below) the preceding year.
- b. Anacortes Rebate. Skagit County will remit to the City of Anacortes \$103,000 (the “**Anacortes rebate**”) in the first year of receipt of revenues by Skagit County, prorated if the first date of receipt is later than January. The Anacortes rebate will increase (or decrease) each year thereafter, for the effective period of this Agreement, by the countywide percentage of Sales Tax Measure revenue increase (or decrease) above (or below) the preceding year.
- c. Sedro-Woolley Additional Payment. For the effective period of this Agreement, Sedro-Woolley will pay Skagit County an amount equal to 65% of actual receipts derived from Sedro-Woolley’s existing 0.1% sales tax (2012 estimate is \$77,513), commencing in the year following voter approval of the Sales Tax Measure, prorated based on the actual start date of receipt of proceeds from the Sales Tax Measure, which amount will increase (or decrease) each year thereafter by 50% of the countywide percentage of Sales Tax Measure revenue increase (or decrease) above (or below) the preceding year. In no event will Sedro-Woolley pay more than an amount equal to sixty-five percent (65%) of what Sedro-Woolley actually collects in a year.
- d. For the purposes of a - c above, the measurement period will be based on the first 12 months of funds actually received from the State of Washington Department of Revenue (“**DOR**”), and annually

thereafter. For example, if the sales tax is imposed beginning January 1, revenue will be received beginning in March, and therefore the measurement period in this example would be March of each year through February of the following year.

- e. Payments will be sent by the County to the cities of Burlington and Anacortes and by the City of Sedro-Woolley to the County in the following manner:
 - i. Sedro Woolley will remit 100% of the balance due by February 28th of the following year.
 - ii. For the first calendar year in which revenue is received from DOR, the Burlington Rebate and Anacortes Rebate will be prorated for the number of months revenue is received in the calendar year, and paid out 60 days after the end of the first month that the County receives revenue from DOR. In future years, payments will be made within 90 days of the end of the measurement period (the "**Payment Date**").
 - iii. For the second year, the full rebate amount will be paid on the Payment Date.
 - iv. For the third and subsequent years, the rebate amount of the prior year, adjusted to reflect the percentage increase or decrease between the current year and the prior year, will be paid on the Payment Date.

Example: City of Anacortes; assuming sales tax is approved in November 2013, with first revenue received June 2014. Assume countywide taxable revenue receipts for the tax decrease 10% between 2014 and 2015; and increase 5% between 2015 and 2016. The following graph is merely an example and is not intended to reflect actual rebate amounts in future years.

Payment Date	Rebate Amt
August 31, 2014	\$ 60,083
August 31, 2015	\$103,000
August 31, 2016	\$92,700
August 31, 2017	\$97,335

4. JAIL FUND. Skagit County agrees to establish the Jail Fund to account for the construction and operations of the New Jail. The Jail Fund shall consist of "**Total Revenues**," defined as (1) bond revenues; (2) the direct funding by the County set out in paragraph 4(a) below; (3) the Sedro-Woolley payment, as set out in paragraph 3(c) above; and (4) the revenue received from the countywide Sales Tax Measure after payment of the rebates described in Sections 3 (b) and (c); and (5) all other revenues derived from associated with the Jail enterprise and its operation. Operational expenses of the Jail will be paid by the Jail Fund. Notwithstanding any other provision of this Agreement, the first priority for payment from the Jail Fund shall be Bond Payments.

- a. Direct Funding by County. Skagit County agrees to place into the Jail Fund for Jail operations \$5,500,000 per annum beginning January 1, 2014, from revenue sources separate from the revenue generated by the Sales Tax Measure. This amount will increase (or decrease) by the annual percentage increase (or decrease) in the Jail base operating budget from a baseline year of 2014, as defined in **Exhibit B** hereto.
- b. The Revenue Stabilization Account. Skagit County agrees to establish a fund balance to be known as the Revenue Stabilization Account (hereinafter, the "**RSA**"), a subcomponent ending fund balance of the Jail Fund.
 - i. The RSA will be funded by all revenues deposited into the Jail Fund in excess of debt service ("**Bond Payments**") and other permitted expenditures from the Jail Fund.
 - ii. During construction of the New Jail, Sales Tax Measure and other revenues in excess of that required for Bond Payments and the Operating Budget may either be applied toward New Jail project costs or applied to the RSA, at the discretion of the Finance Committee established pursuant to paragraph 5 herein.
 - iii. There is hereby established a Minimum Funding Threshold (hereinafter, the "**MFT**") for the RSA, in the amount of \$3,900,000 as of December 31 of each year. The intent of the MFT is to serve as a hedge against potential fluctuations in revenue derived from the Sales Tax Measure from year to year.
 - iv. After the MFT first has been fully met, then, should the year-end RSA balance in any year thereafter be below the MFT, the difference between the MFT and the year-end RSA balance shall be considered an excess cost to be covered by

the parties hereto through additional financial contribution. Except for initial funding of the MFT, for the year in which the RSA is below the MFT and additional financial contribution is required, the Cities will budget for the required additional financial contribution in the following year, with payment of the additional financial contribution to the Jail Fund to occur by May 31 of the year thereafter.

1. By way of illustration, if the RSA falls below the MFT in Year 1 requiring additional financial contribution, the Cities will budget for the additional financial contribution during Year 2, paying the additional financial contribution to the Jail Fund no later than May 31 of Year 3. In the interim between the year in which the additional financial contribution is identified (end of Year 1) and the payment (not later than May 31 of Year 3), the Jail Fund may utilize funds from the RSA up to the amount of the additional financial contribution due and owing.
- v. If the year-end RSA balance is at or above the MFT, it may be utilized consistent with paragraph 5 of this Agreement, including distributions to parties, provided that in no event may the RSA be utilized for purposes other than Bond Payments and Operating Budget shortfalls prior to the third full year of operation of the New Jail.
- vi. Additional financial contribution required from, and distributions to, the parties shall be calculated according to the following formula:

$$\frac{\text{USAGE}}{\text{TOTAL USAGE}}$$

“Usage” means, for any party, for the Calendar Year or portion thereof against which additional financial contribution is assessed or distribution is made from the RSA (hereinafter, the “**Measurement Period**”), the total number of inmate days on behalf of that party, as determined by Jail staff. An inmate day may be counted as a fraction if an inmate is held on behalf of multiple parties. For example, an inmate held on charges from two jurisdictions will be counted as ½ for each of the two jurisdictions.

“Total Usage” means the total of Usage for all of the parties for the Measurement Period.

- vii. When the RSA is below the MFT, the RSA may be used only to fund Bond Payments (first priority) and Operating Budget shortfalls (second priority), which use will be promptly reported to the Finance Committee.
- c. The parties acknowledge that the County intends to issue the Bonds in reliance upon the commitments and agreements of the parties reflected in this Agreement. The Bonds, when issued, will have a term not to exceed thirty (30) years, and may be refinanced by the County, without limitation, for the purpose of debt service savings so long as the term is not extended, and Bond Payments due in any year are not increased. All references to Bond Payments include any refunding bonds that may be issued to refinance the Bonds initially issued. In the event the Department of Revenue determines that it is not able or willing to distribute the Sales Tax Measure revenues as set forth herein, the parties agree to work cooperatively to achieve the intended revenue distribution.
- d. The net proceeds derived by the County from the sale of the Bonds shall be deposited into the Jail Fund and used only for expenses related to the construction of the New Jail (including those pre-construction costs incurred by the County no earlier than Jan 1, 2012 and which are identified in the attached **Exhibit C**) and all related soft and hard costs of construction. Once the project is complete, any remaining bond proceeds will be used only as allowed by the bond documents.

5. FINANCE COMMITTEE. There is hereby established a Finance Committee, charged with oversight of Jail finances, as set forth below.

- a. Composition. The Finance Committee is comprised of eight members, which shall include one representative from Sedro-Woolley, one representative from Anacortes, one representative from Burlington, one representative from Mount Vernon, three representatives from Skagit County, and the Skagit County Sheriff or designee.
 - i. The eight appointed members of the Finance Committee shall, within one-hundred twenty (120) days of the Effective Date of this Agreement, propose and select by vote an additional Finance Committee member to serve as Finance Committee Chair for a period of thirty-six (36) months from selection, after which period the Chair may be reaffirmed or a new Chair may be selected by the eight appointed members of the Finance Committee. Any member of the Finance Committee may propose a Chair. The Chair shall

be selected by affirmative vote of at least six (6) appointed members of the Finance Committee. In the event the Finance Committee is unable to agree on a Chair within one-hundred twenty (120) days of the Effective Date of this agreement, the Presiding Judge, Snohomish County Superior Court, shall make the selection from the slate of candidates proposed by the Finance Committee, on application of any member of the Finance Committee.

- ii. Each party shall have absolute discretion to select their representative(s) and/or alternates to the Finance Committee. The executive of each party to this Agreement will promptly inform the other parties in writing of their designated representatives. The intent of this Agreement is for the parties to designate representatives with technical and subject matter expertise as necessary to exercise sound business judgment and advance the purposes of the Finance Committee as set forth herein.
- iii. For the purposes of this Agreement, without creating any third party beneficiary to this Agreement, Skagit County shall be considered the representative of the entire population and entities within Skagit County (other than the population within the municipal limits of the Cities party to this Agreement), including the towns of Concrete, Lyman Hamilton, La Conner, tribal entities, and unincorporated Skagit County.

b. Authority. The following matters shall be submitted to the Finance Committee for deliberation and decision.

- i. Establish booking fee rates. The initial fee will be set at \$40. The County shall not pay booking fees. The rate shall not change more than once annually.
- ii. Review preliminary annual Jail budget including any administrative charges.
- iii. Review operating costs and establish resultant bed rates for third parties.
- iv. Determine appropriate use of the RSA after meeting the MFT, which uses may include but are not limited to establishment of a reserve fund for jail-related capital requirements; pro rata distributions to parties to this

Agreement to be utilized consistent with the law; jail inmate medical costs; or other uses as may be permitted by law.

- v. The Finance Committee shall have opportunity to review and approve any Significant Financial Decision involving the Jail Fund. For the purposes of this Agreement, "**Significant Financial Decision**" is defined as any single financial obligation or transaction of the Jail Fund that exceeds ten percent (10%) of the annual Jail Fund budget, exclusive of salaries and benefits. Any decision to issue refunding bonds that will not extend the term of the debt when there are Bond Payment savings shall not be considered a Significant Financial Decision.
 - vi. When the Sheriff in his or her reasonable judgment believes the New Jail is within forty-eight (48) months of reaching Capacity, the Finance Committee shall promptly commence planning activities aimed at addressing the anticipated jail space requirement. For the purposes of this Agreement, "Capacity" is when the Jail average daily population is at or above 85% of the available number of beds for a continuous twelve (12) month period.
 - vii. At least five (5) years prior to the expiry of this Agreement, the Finance Committee will initiate discussion of specific terms and conditions under which this Agreement could be renewed or modified.
- c. Powers Not Enumerated. Any authority regarding the Jail not specifically enumerated herein and assigned to the Finance Committee shall be retained by Skagit County. The Finance Committee shall not be considered as a separate legal entity. The members of the Finance Committee shall obtain all necessary legal and professional advice from the municipal entity they represent. Reasonable administrative expenses of the Finance Committee shall be paid by the Jail Fund.
- d. Meetings. The Finance Committee shall meet at least two (2) times per calendar year, or more frequently as otherwise required to adequately deliberate upon and decide matters delegated to the Finance Committee herein. The Finance Committee shall meet within fourteen (14) days of a request by any three (3) members of the Finance Committee.
- e. Procedures. The Finance Committee shall establish and publish internal rules, procedures for its meetings and operations,

consistent with this Agreement, the Open Public Meetings Act, RCW Chapter 42.30, the Public Records Act, RCW Chapter 42.56, and other applicable laws. Minutes shall be kept of each meeting, and made publicly available by, at minimum, prompt publication on the Skagit County government website.

- f. Finance Committee Voting. A quorum shall consist of five (5) or more members of the Finance Committee, excluding the Chair. All decisions of the Finance Committee envisioned by this Agreement shall be done by majority vote, and immediately reduced to writing and furnished to the County. In the event of deadlock unresolved after two meetings of the Finance Committee, the Chair of the Finance Committee shall cast the deciding vote. Absent deadlock of the eight appointed members of the Finance Committee, the Chair shall not vote.

- g. Extraordinary Veto by Board of Commissioners. The Skagit County Board of Commissioners (by regularly convened action of the Skagit County Board of Commissioners) may veto any final decision of the Finance Committee within thirty (30) days of any final decision by the Finance Committee on grounds that a final decision of the Finance Committee (a) will jeopardize the long-term financial viability of the Jail; (b) will materially impair the ability of the County to meet then existing contractual or bond obligations; (c) is contrary to State or Federal law governing operation of the Jail; or (d) will substantially impair the safety or security of the Jail. Any final decision of the Finance Committee vetoed by the Board of Commissioners pursuant to this paragraph shall be returned to the Finance Committee for further deliberation. In the event that the Finance Committee and Skagit County Board of Commissioners cannot agree after veto and remand of any final decision within thirty (30) days, the matter shall be submitted to final, binding arbitration before a single arbitrator to be selected within thirty (30) days by the Presiding Judge, Snohomish County Superior Court. The arbitration shall be held at a mutually convenient time and location within Skagit County, not less than sixty (60) days after the selection of the arbitrator. The arbitrator shall faithfully apply the laws of the State of Washington and United States in rendering a decision. Each party shall bear its own costs and fees in the event of arbitration under this section. The arbitrator's decision may be entered in any court of competent jurisdiction. The arbitrator's decision may be appealed to the Superior Court, Snohomish County, within twenty (20) days of the arbitrator's decision, applying the scope and standard of appeal established by RCW Chapter 7.04.

PART II – JAIL OPERATIONS

6. CONTROL OF JAIL. The Cities acknowledge the County's statutory responsibility, ownership, and operational control over the Jail. The Jail will be administered by the County in accordance with the ordinances, policies, procedures, rules, and regulations of the County (including any emergency security rules imposed by the Sheriff), and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county corrections facilities. The Cities hereby consent and agree that inmates committed to the Jail by the Cities are subject to all rules and regulations applicable to County inmates incarcerated therein, including but not limited to all terms and conditions of this Agreement. Prior to adopting new Jail operational policies that touch or concern acceptance, transfer, handling or other issues pertaining to city inmates and this Agreement, the Sheriff will reasonably consult with the chiefs of police of the parties to this Agreement.

7. AVAILABILITY OF JAIL FACILITIES.

- a. Capacity Operations. The New Jail will be made available to parties to this Agreement on an equal priority basis. The County will not accept non-party inmates when the New Jail is at Capacity, except as required by law or the safety of the Skagit County community, in which event the Sheriff will seek alternative accommodation for such inmate as soon as is reasonably practicable. In the event the New Jail reaches Capacity, the parties shall operate in a relationship of equality, and will pursue joint contracting for outsourcing or other alternative accommodation, to be reviewed and approved by the Finance Committee.
- b. Outsourcing. When the New Jail reaches Capacity, the costs of outsourcing or other accommodation for inmates of parties to this Agreement will be allocable to the Jail Fund, and, if a budget shortfall results, may be funded by the RSA pursuant to paragraph 3(c) of this Agreement, with excess cost proportionally allocable to the parties based on Usage as set forth in paragraph 4(b)(vi) of this Agreement. The Sheriff and Chiefs of Police will cooperate to utilize existing inmate outsourcing arrangements until the New Jail is operational, the costs of which will be paid by the Jail Fund, with the Cities responsible for transportation costs associated with their respective inmates.
- c. Interim Provisions. The foregoing provisions of this paragraph 7 shall take effect upon actual receipt of revenues from the Sales Tax Measure. The Cities shall thereupon have the right to continue to use the Existing Jail pursuant to the terms of this Agreement.

8. INMATE CONFINEMENT FEES. Upon actual receipt of funds from the Sales Tax Measure, the parties to this Agreement shall pay no bed rates.

9. INMATES DEFINED.

- a. City Inmate. As used herein, "City Inmate" shall mean those inmates originally charged in municipal courts of the Cities, and those inmates arrested by a city law enforcement officer while subject to an investigative hold.
- b. County Inmate. As used herein, "County Inmate" shall mean those inmates originally charged in Skagit County District Court on gross misdemeanor and misdemeanor offenses, and persons arrested for, or once charged with, any felony offense charged in Skagit County Superior Court, or held by magistrate warrant.
- c. Third Party Inmates. For the purposes of this Agreement, County Inmate and City Inmate shall not include those inmates who are committed to the Jail by entities that pay a contract rate to house their inmates in the Jail, or other inmates arrested by state and federal agencies.
- d. Material Witnesses Held In Jail. Inmate days arising from a material witness warrant shall be allocated to the party issuing the material witness warrant.

10. ARREST WARRANT OR CITATION. City law enforcement officers placing inmates in the Jail shall, in every instance, furnish an arrest warrant, probable cause affidavit, citation or other charging document to the County jailer on duty at the time.

11. TRANSFER OF CUSTODY. When custody of a City Inmate is transferred to the County, the City Inmate shall be subject to all applicable rules, regulations, and standards governing the operation of the Jail, including any emergency security rules imposed by the Jail administrator, subject to applicable law. For the purposes of this Agreement, "Custody" shall be defined as the point in time at which Jail staff accepts physical custody and control of an inmate. Any City law enforcement officer delivering an inmate to the Jail shall comply with all rules and regulations of the County Jail.

12. TRANSPORTATION. The City shall be solely responsible for transportation of its inmates to and from the Jail including but not limited to initial booking, medical services, and court appearances, PROVIDED, that in the event the County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical treatment for a City Inmate, the County

shall provide such transportation and the responsible City shall reimburse the costs thereof. Cities may contract with the Sheriff to provide custody and/or transportation services for court appearances.

13. MEDICAL CARE AND COSTS. All inmates shall receive such medical and dental treatment when emergent and necessary to safeguard their health while in custody as required by law. Medical costs shall be allocated per state law or by subsequent agreement. The Jail Fund will absorb medical costs from injuries to inmates once in Custody.

14. CITY ACCESS TO INMATES. All City law enforcement officers and defense attorneys shall have the right to interview City Inmates at any time inside the confines of the Jail, subject to Jail security rules and regulations. Interview rooms will be made available to City law enforcement officers as available.

15. POSTING OF BAIL. The County agrees to act as agent for City Inmates with respect to bail bonds. The County will deliver bail bonds or monies to the Municipal Court in a timely manner.

16. INMATE WORKERS. At the discretion of the Sheriff, City Inmates may be permitted to work outside the Jail when serving out a sentence. Such City Inmates may be directed to perform work on municipal property, including City Hall or the County Courthouse. City Inmates assigned to work as trustees on the public property of the City may be released to the City's Chief of Police or their agent, upon initiated receipts, and during such period shall be the sole responsibility of the Chief of Police.

17. RELEASE OF CITY INMATE FROM COUNTY JAIL. No City Inmate confined in the Jail shall be released therefrom, except by order of the court in those matters in which said courts have jurisdiction. The Sheriff may in his or her discretion transfer inmates to another facility as necessary to effectively operate the Jail.

18. RECORD KEEPING.

- a. Informational Project Updates. Prior to the construction of the New Jail, the County and its Project Manager will provide reasonably regular updates to the parties to this Agreement.
- b. Form of Records. The County agrees to maintain a system of record keeping relative to the booking and confinement of each City Inmate in such style and manner as equivalent to County records pertaining to County Inmates.
- c. City Access to Records. Records of services provided to City Inmates shall be available for review by the applicable City, unless

their release is expressly prohibited by applicable law concerning the confidentiality of medical records (including the federal Health Insurance Portability and Accountability Act, "**HIPAA**"). The parties may enter business associate agreements under the HIPAA as necessary to implement the intent of this Agreement.

- d. County Inmate Day Reporting. At least quarterly the County shall report to the parties the number of inmate days allocated to each party in the previous quarter, and the total number of inmate days. Such reports shall be deemed accurate unless challenged within 60 days of receipt.

19. INDEMNIFICATION.

- a. County Indemnification. The County shall indemnify and hold harmless the other parties to this Agreement, their officers, agents, and employees from any and all claims, actions suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any intentional or negligent act or omission of the County, its officers, agents and employees, or any of them relating to or arising out of the performance of services pursuant to this Agreement. In the event that any such claim, action, loss or damages is brought against the other parties to this Agreement, the County shall defend the same at its sole cost and expense, including attorney fees.
- b. City Indemnification. Each City party to this Agreement shall indemnify and hold harmless the County and its officers, agents, and employees from any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason or arising out of any intentional or negligent act or omission of the indemnifying City, its officers, agents, and employees, or any of them relating to or arising out of the performance of service pursuant to this Agreement. In the event that any such claims, action, loss or damages is brought against the other parties to this Agreement, the indemnifying City shall defend the same at its sole cost and expense, including attorney fees.

20. TERM. This Agreement shall be effective for the life of the Bonds, which shall not be more than 30 years in duration from the date of their issuance. This Agreement shall not automatically terminate, but shall be terminable by any party to this Agreement on one (1) year's written notice to each of the other parties to this Agreement. The County shall give written notice ("**Bond Maturity Notice**") to the Parties one year prior to the Bond Maturity (i.e. the date on which the principal amount of all bonds will be paid in full). The County will not extend or renegotiate the initial Bonds beyond their original term without the consent of the

parties, but may refund the bonds without the consent of the parties when the term will not be extended and there will be Bond Payments savings. Upon receiving the Bond Maturity Notice the Parties shall meet and confer regarding the use of revenues from the Sales Tax Measure, continuation of this Agreement, and continued use of the Jail by the parties hereto. In the event the parties are unable to reach agreement after the Bonds are fully paid or defeased, the revenue derived from the Sales Tax Measure shall be distributed pro rata to each City as if it had in place a 1/10 of 1% sales tax in place (pursuant to RCW Chapter 82.14.450(2)(a) as it exists as of the Effective Date of this Agreement, see Exhibit A hereto), with the balance of the revenue derived from the Sales Tax Measure distributed pursuant to then-current law. The parties to this Agreement shall cooperate to take such actions to disburse funds in accordance with this Agreement and/or as necessary to direct the Washington Department of Revenue to disburse funds in accordance with this Agreement.

21. SURVIVAL. The provisions of paragraphs 19, 20, and 22 shall survive the termination or expiry of this Agreement.

22. VENUE AND DISPUTE RESOLUTION. No party to this Agreement shall have standing to dispute the County's use of sales tax revenues for Bond Payments done consistent with this Agreement. This paragraph establishes the sole and exclusive remedy for disputes arising under this Agreement, except as otherwise set forth herein. In the event of any dispute arising under this Agreement, the parties shall, as a material condition precedent to any suit under this Agreement, provide formal written notice of the dispute to the other party, and engage in formal mediation using a mutually agreed upon mediator. If the parties are unable to agree on a mediator within fifteen (15) days of written notice, either party may bring suit in Snohomish County Superior Court for the sole purpose of seeking appointment of a mediator. If the parties are unable to resolve their differences within thirty (30) days after mediation, venue and jurisdiction for any action arising under this Agreement shall lie in the Courts of Snohomish County, Washington. In the event of any dispute arising under this Agreement, the Court shall award attorney fees, costs, expert witness fees, mediation costs, and all other costs related to the dispute to the prevailing party.

23. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the parties hereto shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other party hereto.

24. SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid by a court of competent jurisdiction, 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 extent and end the terms and conditions of this Agreement are declared severable.

25. COMPLIANCE WITH LAWS. The parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement. The parties shall obtain and comply with any and all necessary permits, approvals, consents and notice from or to all applicable jurisdictions prior to commencing any work or action related to this Agreement.

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

27. NO SEPARATE LEGAL ENTITY. This Agreement establishes a cooperative undertaking, and it is not the intention of the parties to create a new or separate legal entity by this Agreement. This Agreement does not establish or create a joint venture or partnership between the parties, and no party shall be responsible for the liabilities and debts of the other parties hereto.

28. INTEGRATED AGREEMENT. This is an integrated agreement. Neither party has relied on any representation other than those expressly set forth herein in entering this Agreement.

29. NEUTRAL AUTHORSHIP. Each of the terms and conditions of this Agreement have been reviewed and negotiated with resort to legal counsel, and represents the combined work product of the parties hereto, and this Agreement shall not be interpreted for or against party hereto. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement, and have either done so or have voluntarily chosen not to do so. The parties represent and warrant that they and their authorized representatives executing this Agreement have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms.

30. FURTHER ACTS. The parties agree to take such further actions and to execute documents as in their reasonable judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this Agreement.

DATED this _____ day of _____, 2013.

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

Sharon D. Dillon, Chair

Ron Wesen, Commissioner

Attest:

Kenneth A. Dahlstedt, Commissioner

Linda Hammons, Clerk of the Board

Recommended:

Sheriff Will Reichardt

Tim Holloran
County Administrator

Approved as to form:

Will Honea
Chief Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jessica Neill Hoyson, Risk Manager

Approved as to budget:

Trisha Logue, Budget & Finance Director

DATED this _____ day of _____ 2013

CITY OF ANACORTES

Mayor Dean Maxwell

Approved as to budget:

Steve Hogle, Finance Director

Approved as to form:

Bradford E. Furlong, WSBA # 12924
City Attorney

DATED this _____ day of _____ 2013

CITY OF BURLINGTON

Mayor Steve Sexton

Approved as to budget:

Crystil Robinson, Finance Director

Approved as to form:

Scott Thomas, City Attorney

DATED this _____ day of _____ 2013

CITY OF MOUNT VERNON

Mayor Jill Boudreau

Approved as to budget:

Alicia Huschka, Finance Director

Approved as to form:

Kevin Rogerson, City Attorney

DATED this _____ day of _____ 2013

CITY OF SEDRO-WOOLLEY

Mayor Mike Anderson

Approved as to budget:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Exhibit A

RCW 82.14.450

Sales and use tax for counties and cities.

(1) A county legislative authority may submit an authorizing proposition to the county voters at a primary or general election and, if the proposition is approved by a majority of persons voting, impose a sales and use tax in accordance with the terms of this chapter. The title of each ballot measure must clearly state the purposes for which the proposed sales and use tax will be used. The rate of tax under this section may not exceed three-tenths of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

(2)(a) A city legislative authority may submit an authorizing proposition to the city voters at a primary or general election and, if the proposition is approved by a majority of persons voting, impose a sales and use tax in accordance with the terms of this chapter. The title of each ballot measure must clearly state the purposes for which the proposed sales and use tax will be used. The rate of tax under this subsection may not exceed one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. A city may not begin imposing a tax approved by the voters under this subsection prior to January 1, 2011.

(b) If a county adopts an ordinance or resolution to submit a ballot proposition to the voters to impose the sales and use tax under subsection (1) of this section prior to a city within the county adopting an ordinance or resolution to submit a ballot proposition to the voters to impose the tax under this subsection, the rate of tax by the city under this subsection may not exceed an amount that would cause the total county and city tax rate under this section to exceed three-tenths of one percent. This subsection (2)(b) also applies if the county and city adopt an ordinance or resolution to impose sales and use taxes under this section on the same date.

(c) If the city adopts an ordinance or resolution to submit a ballot proposition to the voters to impose the sales and use tax under this subsection prior to the county in which the city is located, the county must provide a credit against its tax under subsection (1) of this section for the city tax under this subsection to the extent the total county and city tax rate under this section would exceed three-tenths of one percent.

(3) The tax authorized in this section is in addition to any other taxes authorized by law and must be collected from those persons who are taxable by the state under chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the county.

(4) The retail sale or use of motor vehicles, and the lease of motor vehicles for up to the first thirty-six months of the lease, are exempt from tax imposed under this section.

(5) One-third of all money received under this section must be used solely for criminal justice purposes, fire protection purposes, or both. For the purposes of this subsection, "criminal justice purposes" has the same meaning as provided in RCW 82.14.340.

(6) Money received by a county under subsection (1) of this section must be shared between the county and the cities as follows: Sixty percent must be retained by the county and forty percent must be distributed on a per capita basis to cities in the county.

(7) Tax proceeds received by a city imposing a tax under this section must be shared between the county and city as follows: Fifteen percent must be distributed to the county and eighty-five percent is retained by the city.

[2010 c 127 § 1; 2009 c 551 § 1; 2007 c 380 § 1; 2003 1st sp.s. c 24 § 2.]

EXHIBIT B

For purposes of calculating the percentage increase or decrease in the contribution by the County's General Fund to the Jail Fund, actual expenses from one calendar year to the next will be used. The calculations will be:

$$\frac{\text{Total Salary/Benefit Expenses Year A}}{\text{Total FTE's Year A}} = \text{Average FTE Cost Year A}$$

$$\frac{\text{Total Salary/Benefit Expenses Year B}}{\text{Total FTE's Year B}} = \text{Average FTE Cost Year B}$$

$$\frac{\text{Avg FTE Cost Year B} - \text{Avg FTE Cost Year A}}{\text{Avg FTE Cost Year A}} = \text{Percentage change in that portion of the \$5.5 million attributable to Salaries/Benefits}$$

$$\frac{\text{Year B Other} - \text{Year A Other}}{\text{Year A Other}} = \text{Percentage change in portion of \$5.5 million attributable to "Other"}$$

"Other" is defined as Supplies, Services, and Interfund

The following numbers are for example purposes only.

	Year A	Year B	% of Budget	% Change
Salaries	\$2,700,000	\$2,900,000		
Benefits	1,180,000	1,300,000		
Total Sal/Ben	\$3,880,000	\$4,200,000		
FTE's	45	46.9		
Avg FTE Cost	\$ 86,222	\$ 89,552	82.87%	+ 3.86%
Supplies	\$ 460,000	\$ 467,500		
Services	322,000	330,000		
Interfund	19,900	22,000		
Total	\$ 801,900	\$ 819,500	17.13%	+ 2.19%

When calculating the "Other" percentage change from one year to the next, any new or removed programs will be excluded from the calculation so there is a fair comparison of the change.

Year C Contribution
 $(\$5,500,000 * 82.87% * (1 + 3.86%)) + (\$5,500,000 * 17.13% * (1 + 2.19%)) = \$5,696,711$

Year A Contribution = \$5,500,000
 Year B Contribution = \$5,500,000
 Year C Contribution = \$5,696,711 (Per example)

FTE Counts will be averaged by month for the calendar year.

EXHIBIT C

Calendar Year 2012

Salaries/Benefits - \$3,425
Professional Services - \$195,567
Advertising - \$274
2012 Total - \$199,266

Calendar Year 2013 through May 30

Salaries/Benefits - \$1,869
Professional Services - \$86,767
Advertising - \$110
2013 Total through May 31 - \$88,746

Additional expenses incurred after May 31, 2013 will also be reimbursed to County.