

Next Ord: 1778-13
Next Res: 888-13

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

September 11, 2013

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar1 - 59

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 (Including September 4, 2013 Work Session)
- c. Finance
 - Claim Checks #77553 to #77640 in the amount of \$215,090.31
 - Payroll Checks #56415 to #56526 in the amount of \$267,918.01
- d. Interlocal Cooperative Agreement with Skagit County for Library Services - 2013
- e. Skagit County District Court Probation Contract - 2014-2016
- f. Request for Approval of Grant Agreement - FY 2013-2015 Biennial Municipal Stormwater Capacity Grant Funding Agreement

- 4. Public Comment.....61

UNFINISHED BUSINESS

- 5. Interlocal Agreement for the Emergency Management Council (2nd reading).....63 - 78

NEW BUSINESS

- 6. Sedro-Woolley Police Department Office Hours

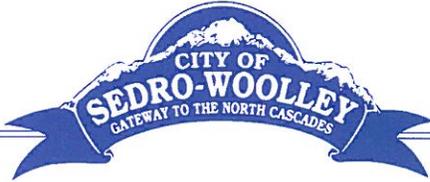
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION

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

SEP 11 2013

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



DATE: September 11, 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 September 11, 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.

SEP 11 2013

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
August 28, 2013 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Keith Wagoner (*via conference call for Executive Session only*), Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, City Supervisor/Attorney Berg, Public Works Director Freiberger (7:02 P.M.), Asst. Fire Chief Olson and Police Chief Wood.

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

Pledge of Allegiance

Councilmember Storrs moved to excuse Councilmember Wagoner from tonight's Council meeting. Seconded by Councilmember Lemley. Motion carried (6-0).

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #77459 to #77552 in the amount of \$272,070.81(Void Check #77543)
 - Payroll Checks #56304 to #56414 in the amount of \$199,672.47
- Resolution 885-13 – Possible Surplus of Miscellaneous Solid Waste Containers
- Resolution 886-13 – Appointing Members to the Lodging Tax Advisory Committee
- Possible Bid Award – 2013 Sanitary Sewer Replacement Project – C. Johnson Construction, Inc.
- Professional Services Agreement – First Insurance Agency

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

Special Recognition

Mayor Anderson announced proposed Resolution No. 887-13 – Wishing Joe Nemo a Happy 100th Birthday and Recognizing Him as a Lifetime Resident of Sedro-Woolley. He noted Mr. Nemo was unable to attend tonight's meeting but he will present the Resolution to him at Founder's Day in September.

Councilmember Galbraith moved to approve Resolution No. 887-13, A Resolution Wishing Joe Nemo a Happy 100th Birthday and Recognizing Him as a Lifetime Resident of Sedro-Woolley. Councilmember Sandström seconded. Motion carried (6-0).

S.W. Rotary Skate Park

City Supervisor/Attorney Berg reviewed Sedro-Woolley Rotary Club's Skate Board project and the valuation of the completed park donated to the City. He noted that the Rotary Club banks the value of their projects for use of City facilities.

Councilmember Sandström moved to contribute to the Rotary banked projects the amount of \$250,000 for their use of city facilities. Seconded by Councilmember Lemley. Motion carried (6-0).

City Supervisor/Attorney Berg thanked the Rotary Club for their efforts to bring a prime facility to our City.

Councilmember Loy announced the upcoming Skatepark event featuring seven professional skaters to be held on September 14th. He noted this is the largest skate event north of Seattle and it is hoped to become an annual event.

City Supervisor/Attorney Berg reviewed future plans for changes at the ball park. He noted that future discussions will be held and final plans will come forth for Council review and approval.

Police Chief Wood on behalf of Sedro-Woolley Rotary presented a video program of the construction of the Skate park. He noted it was a great project with lots of community effort and support. He also credited the Sedro-Woolley High School students in Mr. McCart's class for the video production.

Councilmember Lemley left the Council bench at 7:14 P.M.

Mayor Anderson thanked Chief Wood for his participation in the project.

Items from the Audience

Dennis O'Neil – 109 Talcott St., addressed the Council regarding the center line on the south end of Metcalf, J turns in the downtown area and oversized vehicle parking causing visibility issues in the downtown. He presented scenarios which provide an unsafe atmosphere and wanted to make sure his concerns became a matter of public record.

Council discussion ensued regarding previous Council's position regarding J turns, the situation today being different than 15 years ago, lack of a center line, timing issue and center line versus no center line.

Councilmember Lemley returned to the Council bench at 7:34 P.M.

UNFINISHED BUSINESS

City Council Critical Goals and Objectives

City Supervisor/Attorney Berg reviewed the Critical Goals and Objectives which had been modified as a result of comments made at the last meeting.

A lengthy Council discussion ensued regarding comments on performing arts, various wording changes, combining several bullets into one statement, encouraging repair of downtown buildings and creating sources of revenue beyond existing tax base to enhance city services.

Councilmember Sandström moved to approve the Council Critical Goals and Objectives. Seconded by Councilmember Storrs. Motion tied (Councilmember's Lemley, Galbraith and Splane opposed).

Discussion continued to include wanting more time to think about the goals, order of prioritization, performing arts and intention of statement, goals for the future, basis for budgeting and formatting of the document. Discussion was also held whether to discuss further at the upcoming worksession.

Councilmember Storrs moved to approve with the noted changes and bullets only. Seconded by Councilmember Sandström. Motion carried (3-2, Councilmembers Loy and Splane opposed).

NEW BUSINESS

Revision of Interlocal Agreement for County-Wide Public Safety Communication Center

City Supervisor/Attorney Berg reviewed the proposed Interlocal Agreement for County wide public safety communication center. He presented a history of the formation of the interlocal and representation. He then reviewed the 2013 amendments to the agreement to include representation, frequency of meetings and liability modification.

It was noted that the copy supplied to Council did not have the changes highlighted. A highlighted copy will be supplied and brought back to the next meeting for action.

City Supervisor/Attorney Berg informed Council of potential changes to the 911 agreement.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Wood – reported the department continues to be busy with a lot going on. He also announced upcoming events for the Sedro-Woolley Riding Club and encouraged people to attend.

Public Works Director Freiburger – reported of the receipt of the last permit from the Corp of Engineer’s which allows for filling of ditches on the SR20/Cook Road project. He reported on the progress of the project which is on schedule. He noted difficulties with the Hwy 9 Sidewalk Extension project with the contractor being behind schedule. A new schedule was presented to the City which was found to be unacceptable. Freiburger stated he has been very clear with the contractor regarding the traffic once school starts. He then reported on a number of small projects ongoing around town.

City Supervisor/Attorney Berg – reported on the upcoming hearing schedule before County Commissioners regarding Dike District 12.

Councilmember Galbraith – reported on the opening of Cascade Middle School noting the City was well represented. He commented on the amazing facility.

Councilmember Splane – requested a letter be sent to the managers of the Sapp Road apartments regarding illegal dumping in Brickyard Creek.

EXECUTIVE SESSION

The meeting adjourned to Executive Session at 8:17 P.M. for the purpose of personnel under RCW 42.30.110 (i) for approximately 20 minutes with possible action.

The meeting reconvened at 8:51 P.M.

It was noted that Councilmember Wagoner joined the meeting via conference call for the Executive Session.

Councilmember Sandström moved to authorize creating a third Police Sargent position effective Jan 1 2014. Seconded by Councilmember Galbraith. Motion carried (7-0).

Councilmember Galbraith moved to approve a Memorandum of Understanding with AFSCME creating a temporary position. Seconded by Councilmember Splane. Motion carried (7-0).

Councilmember Storrs to enter into a Memorandum of Understanding between the City of Sedro Woolley and AFSCME Local 176SW regarding dual insurance, HRA Veba and Tricare. Seconded by Councilmember Galbraith. Motion carried (7-0).

Councilmember Storrs moved to enter into a Memorandum of Understanding between the City of Sedro Woolley and AFSCME Local 176SW adding a new section to Appendix A as listed. Councilmember Galbraith seconded. Carried.

Councilmember Splane moved to adjourn. Seconded by Councilmember Wagoner (via conference call).

The Meeting adjourned at 8:55 P.M.

SEP 11 2013

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

CITY OF SEDRO-WOOLLEY

Council Worksession

September 4, 2013 – 7:00 P.M. – Public Safety Training Room

The worksession was called to order at 7:03 P.M. by Mayor Mike Anderson.

Flag Salute

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg and Police Chief Wood. Councilmember Candidate, Elizabeth Fernando was in the audience.

Police Department Report

- Mayor Anderson moved the order of the Sedro-Woolley Police Department Report. Police Chief Wood gave a brief summary of current events. Detective Harris will be rescheduled for another meeting as a result of increased activity at the Police Department. A discussion of current events followed. The Council discussed the City's needs, associated costs and potential revenue options.

Council Procedures

- Councilmember Loy expressed concerns about Council action following committee reports. He would like action items to be placed on the agenda. The consensus was to have action requests from Council Committees on the agenda.

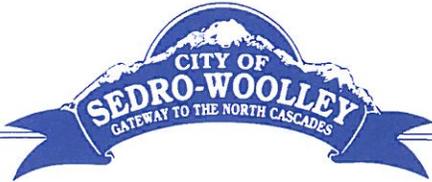
Miscellaneous

- City Supervisor/Attorney Berg asked if there is interest in a Council retreat or extended worksession to discuss budget issues.
- Councilmember Loy asked for business hours to be discussed as an agenda item at the next Council meeting.

The worksession adjourned at 8:46 P.M.

SEP 11 2013

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



DATE: September 11, 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 September 11, 2013.

Motion to approve Claim Checks #77553 to #77640 in the amount of \$215,090.31.

Motion to approve Payroll Checks #56415 to #56526 in the amount of \$267,918.01.

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
77553	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	128.00
		MISC-FILING FEES/LIEN EXP	SAN	128.00
		WARRANT TOTAL		256.00
77554	ACTION COMMUNICATIONS INC	REPAIRS/MAINT-EQUIP	FD	163.79
		WARRANT TOTAL		163.79
77555	A WORKSAFE SERVICE, INC.	PROF SERVICE-MEDICAL EXAMS	FD	104.00
		WARRANT TOTAL		104.00
77556	ALL-PHASE ELECTRIC	SMALL TOOLS & MINOR EQUIP	FD	113.24
		REPAIR/MAINT-CITY HALL	PK	90.07
		WARRANT TOTAL		203.31
77557	ALPINE FIRE & SAFETY	OPERATING SUPPLIES	SWR	66.38
		WARRANT TOTAL		66.38
77558	AMERICAN GIRL	BOOKS & MATERIALS	LIB	45.00
		WARRANT TOTAL		45.00
77559	APPLIED INDUSTRIAL TECH	MAINT OF GENERAL EQUIP	SWR	206.68
		WARRANT TOTAL		206.68
77560	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	4.58
		MISC-LAUNDRY	ST	4.58
		MISC-LAUNDRY	ST	4.60
		LAUNDRY	SWR	8.16
		LAUNDRY	SWR	8.16
		LAUNDRY	SWR	8.17
		WARRANT TOTAL		38.25
77561	ARTIST'S MAGAZINE	BOOKS & MATERIALS	LIB	39.96
		WARRANT TOTAL		39.96
77562	ASSEMBLED PRODUCTS CORP	SMALL TOOLS & MINOR EQUIP	FD	256.53
		WARRANT TOTAL		256.53
77563	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	1,540.19
		AUTO FUEL/DIESEL	FD	688.74
		AUTO FUEL/DIESEL	PK	173.77
		AUTO FUEL/DIESEL	CEM	135.49
		AUTO FUEL/DIESEL	CEM	90.75
		AUTO FUEL/DIESEL	ST	255.74
		AUTO FUEL/DIESEL	ST	514.32
		AUTO FUEL/DIESEL	SWR	312.86
		AUTO FUEL/DIESEL	SAN	12.32
		AUTO FUEL/DIESEL	SAN	79.65
		WARRANT TOTAL		3,803.83
77564	AT & T	TELEPHONE	FIN	23.88
		TELEPHONE	LGL	1.40
		TELEPHONE	PLN	2.81

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 09/11/2013 (Printed 09/06/2013 08:59)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	ENG	33.71
		TELEPHONE	PD	63.22
		TELEPHONE	FD	8.43
		TELEPHONE	INSP	1.40
		TELEPHONE	LIB	2.81
		TELEPHONE	SWR	2.81
		WARRANT TOTAL		140.47
77565	BARNETT IMPLEMENT CO. INC	REPAIR/MAINTENANCE EQUIP	PK	82.29
		REPAIR/MAINTENANCE EQUIP	PK	41.46
		REPAIR/MAINTENANCE-EQUIP	ST	55.02
		WARRANT TOTAL		95.85
77566	BAY CITY SUPPLY	OPERATING SUPPLIES	SWR	269.71
		WARRANT TOTAL		269.71
77567	BICKNELL, JUSTIN	EMPLOYEE WELLNESS	ENG	60.00
		WARRANT TOTAL		60.00
77568	BERG, ERON	MEALS/TRAVEL	EXE	90.40
		WARRANT TOTAL		90.40
77569	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	529.47
		WARRANT TOTAL		529.47
77570	BOOKMARKS MAGAZINE	BOOKS & MATERIALS	LIB	97.95
		WARRANT TOTAL		97.95
77571	C-MORE PIPE SERVICES	OTHER IMPROVEMENTS	SWR	27,297.02
		WARRANT TOTAL		27,297.02
77572	CARL'S TOWING INC.	PROFESSIONAL SERVICES	PD	196.02
		WARRANT TOTAL		196.02
77573	CASCADE NATURAL GAS CORP.	UTILITIES-SENIOR CENTER	PK	48.72
		UTILITIES-HAMMER SQUARE	PK	13.72
		UTILITIES - SHOP	PK	3.18
		PUBLIC UTILITIES	ST	10.60
		PUBLIC UTILITIES	ST	7.42
		PUBLIC UTILITIES	SWR	14.49
		WARRANT TOTAL		98.13
77574	COMCAST	INTERNET SERVICES	IT	130.68
		WARRANT TOTAL		130.68
77575	CONSOLIDATED SUPPLY CO.	REPAIR/MAINT-CITY HALL	PK	41.56
		WARRANT TOTAL		41.56
77576	CAPITAL ONE COMMERCIAL	REPAIRS/MAINT-DORM	FD	258.51
		WARRANT TOTAL		258.51
77577	DATA BASE RECORDS DESTRUCTION LLC	SUPPLIES	JUD	22.39

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		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
77578	E & E LUMBER	OPERATING SUP - SENIOR CTR PK	77.34
		OPERATING SUP - MEMORIAL Pk	22.16
		OPERATING SUP - MEMORIAL Pk	8.13
		REPAIRS/MT-RIVERFRONT PK	28.45
		REPAIRS/MT-RIVERFRONT PK	32.49
		REPAIRS/MT-RIVERFRONT PK	20.31
		REPAIR/MT-BINGHAM PARK PK	9.15
		REPAIR/MT-HARRY OSBORNE PK	100.58
		REPAIR/MT-HARRY OSBORNE PK	10.09
		REPAIR/MAINT-LIBRARY PK	4.36
		REPAIR/MAINT-LIBRARY PK	14.01
		REPAIR/MAINT-LIBRARY PK	6.09
		REPAIR/MAINT SKATEPARK PK	23.21
		OPERATING SUPPLIES ST	12.17
		MAINT OF GENERAL EQUIP SWR	14.12
		OPERATING SUPPLIES SWR	11.18
		WARRANT TOTAL	393.84
77579	EMERGENCY REPORTING	PROFESSIONAL SERVICES FD	483.65
		WARRANT TOTAL	483.65
77580	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES SWR	35.00
		WARRANT TOTAL	35.00
77581	ENTERPRISE OFFICE SYSTEMS	SUPPLIES FIN	57.59
		OFFICE/OPERATING SUPPLIES PD	21.06
		WARRANT TOTAL	78.65
77582	FABER CONSTRUCTION CORP	CONST SR9 LUCAS/PK COTTAGE AST	31,087.76
		CONST SR9 LUCAS/PK COT PUD ART	15,097.92
		CONST-SR9 MCGARG/SUMR MEAD AST	46,358.65
		WARRANT TOTAL	92,544.33
77583	FASTENAL COMPANY	SMALL TOOLS/MINOR EQUIP ST	77.06
		MAINT OF GENERAL EQUIP SWR	66.56
		MAINT OF GENERAL EQUIP SWR	71.93
		MAINT OF GENERAL EQUIP SWR	13.72
		OPERATING SUPPLIES SAN	315.59
		WARRANT TOTAL	544.86
77584	FRONTIER	TELEPHONE PD	113.85
		TELEPHONE PD	47.75
		PUBLIC UTILITIES-CITY HALL PK	59.17
		PUBLIC UTILITIES-CITY HALL PK	56.93
		TELEPHONE CEM	68.23

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	LIB	131.74
		TELEPHONE	SWR	222.97
		TELEPHONE	SAN	86.44
		WARRANT TOTAL		787.08
77585	GOOD HOUSEKEEPING	BOOKS & MATERIALS	LIB	15.00
		WARRANT TOTAL		15.00
77586	GREAT AMERICA FINANCIAL SVCS.	REPAIR/MAINTENANCE-EQUIP	LIB	139.76
		WARRANT TOTAL		139.76
77587	H.B. JAEGER CO. LLC	CONTRACTED OVERLAY	ST	1,430.75
		CONTRACTED OVERLAY	ST	6,893.09
		CONTRACTED OVERLAY	ST	2,935.49
		MAINTENANCE OF LINES	SWR	478.46
		MAINTENANCE OF LINES	SWR	1,581.70
		MAINTENANCE OF LINES	SWR	704.21
		MAINTENANCE OF LINES	SWR	144.60
		WARRANT TOTAL		14,168.30
77588	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	75.00
		WARRANT TOTAL		75.00
77589	INDUSTRIAL MOWING & SPRAYING	CONTRACTED SERVICES	SWTR	7,106.77
		WARRANT TOTAL		7,106.77
77590	IWORQ SYSTEMS	MISC-DUES/SUBSCRIPTIONS	PK	400.00
		MISC-DUES/SUBSCRIPTIONS	ST	1,200.00
		MISC-DUES/SUBSCRIPTIONS	SWR	400.00
		MISC-DUES/SUBS & TUITN/REG	SAN	400.00
		WARRANT TOTAL		2,400.00
77591	JJ'S CRUISERS	ADVERTISING	HOT	75.00
		WARRANT TOTAL		75.00
77592	JOYS BAKERY & CAFE	TRAVEL	PD	215.25
		TRAVEL & MEALS	PD	215.25
		WARRANT TOTAL		430.50
77593	LAKESIDE INDUSTRIES	REPAIR/MAINT-STREETS	ST	234.94
		REPAIR/MAINT-STREETS	ST	505.74
		WARRANT TOTAL		740.68
77594	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	232.00
		WARRANT TOTAL		232.00
77595	LIBRARY JOURNAL	BOOKS & MATERIALS	LIB	157.99
		WARRANT TOTAL		157.99
77596	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	957.14
		WARRANT TOTAL		957.14

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
77597	MUNICIPAL EMERGENCY SERVICES, INC.	REPAIRS/MAINT-EQUIP	FD	805.30
		WARRANT TOTAL		805.30
77598	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	336.02
		WARRANT TOTAL		336.02
77599	NATIONAL GEOGRAPHIC KIDS	BOOKS & MATERIALS	LIB	34.00
		WARRANT TOTAL		34.00
77600	NAT'L GEOGRAPHIC SOCIETY	BOOKS & MATERIALS	LIB	22.00
		WARRANT TOTAL		22.00
77601	ODYSSEY MAGAZINE	BOOKS & MATERIALS	LIB	54.00
		WARRANT TOTAL		54.00
77602	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	129.91
		OPERATING SUPPLIES	SAN	614.39
		OPERATING SUPPLIES	ERR	74.17
		WARRANT TOTAL		818.47
77603	PEOPLES BANK	CONST SR9 LUCAS/PK COTTAGE	AST	1,636.20
		CONST SR9 LUCAS/PK COT PUD	ART	730.78
		CONST-SR9 MCGARG/SUMR MEAD	AST	2,439.93
		WARRANT TOTAL		4,806.91
77604	PLATT	MAINT OF GENERAL EQUIP	SWR	264.28
		WARRANT TOTAL		264.28
77605	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	19.35
		UTILITIES-RIVERFRONT	PK	293.05
		UTILITIES-TRAIN	PK	19.35
		UTILITIES-HAMMER SQUARE	PK	119.37
		UTILITIES-BINGHAM/MEMORIAL	PK	37.73
		UTILITIES - OTHER	PK	37.73
		PUBLIC UTILITIES-CITY HALL	PK	510.12
		PUBLIC UTILITIES	CEM	41.33
		PUBLIC UTILITIES	ST	37.73
		PUBLIC UTILITIES	LIB	41.33
		PUBLIC UTILITIES	SWR	220.42
		PUBLIC UTILITIES	SAN	47.15
		WARRANT TOTAL		1,424.66
77606	PURCHASE POWER	POSTAGE	JUD	66.17
		POSTAGE	FIN	52.48
		POSTAGE	LGL	.29
		POSTAGE	PLN	4.61
		POSTAGE	ENG	10.57
		POSTAGE	PD	25.07
		POSTAGE	FD	1.35
		POSTAGE	FD	.46
		POSTAGE	INSP	6.58
		POSTAGE	CEM	3.63

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		POSTAGE	SWR	18.71
		POSTAGE	SAN	8.64
		OPERATING SUPPLIES	SWTR	1.44
		WARRANT TOTAL		200.00
77607	QUICK LANE TIRE & AUTO CENTER	REPAIR & MAINT - AUTO	PD	66.06
		WARRANT TOTAL		66.06
77608	RENE'S WORLD	OPERATING SUPPLIES	SWR	37.91
		WARRANT TOTAL		37.91
77609	RICOH USA, INC.	REPAIRS & MAINTENANCE	PD	75.81
		REPAIRS/MAINT-EQUIP	FD	75.81
		WARRANT TOTAL		151.62
77610	RONK BROTHERS, INC.	REPAIR/MAINT-CITY HALL	PK	249.09
		WARRANT TOTAL		249.09
77611	SALYER, DOUGLAS	RETIRED MEDICAL	PD	48.50
		WARRANT TOTAL		48.50
77612	SCHOOL LIBRARY JOURNAL	BOOKS & MATERIALS	LIB	136.99
		WARRANT TOTAL		136.99
77613	SEDGWICK CMS	INDUSTRIAL INSURANCE	LGS	1.73
		INDUSTRIAL INSURANCE	JUD	3.44
		INDUSTRIAL INSURANCE	EXE	3.04
		INDUSTRIAL INSURANCE	FIN	4.96
		INDUSTRIAL INSURANCE	LGL	.86
		INDUSTRIAL INSURANCE	IT	3.18
		INDUSTRIAL INSURANCE	PLN	5.76
		INDUSTRIAL INSURANCE	ENG	12.57
		INDUSTRIAL INSURANCE	PD	11.45
		INDUSTRIAL INSURANCE	PD	411.86
		INDUSTRIAL INSURANCE	FD	278.21
		INDUSTRIAL INSURANCE	INSP	1.52
		INDUSTRIAL INSURANCE	PK	119.36
		INDUSTRIAL INSURANCE	CEM	33.88
		INDUSTRIAL INSURANCE	ST	89.25
		INDUSTRIAL INSURANCE	ST	.95
		INDUSTRIAL INSURANCE	LIB	19.91
		INDUSTRIAL INSURANCE	SWR	273.38
		INDUSTRIAL INSURANCE	SAN	171.36
		INDUSTRIAL INSURANCE	SWTR	84.56
		INDUSTRIAL INSURANCE	ERR	30.44
		WARRANT TOTAL		1,561.67
77614	SEDRO-WOLLEY AUTO PARTS	OFFICE/OPERATING SUPPLIES	CWP	1.33
		OFFICE/OPERATING SUPPLIES	CWP	2.78
		REPAIR & MAINT - AUTO	PD	84.15
		SMALL TOOLS & MINOR EQUIP	FD	5.84
		OPERATING SUPPLIES	CEM	60.73

CITY OF SEDRO-WOOLLEY

SORTED TRANSACTION WARRANT REGISTER

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	CEM	17.32
		OPERATING SUPPLIES	CEM	23.72
		OPERATING SUPPLIES	ST	25.33
		OPERATING SUPPLIES	ST	40.07
		SMALL TOOLS/MINOR EQUIP	ST	29.44
		SMALL TOOLS/MINOR EQUIP	ST	323.82
		SMALL TOOLS/MINOR EQUIP	ST	47.61
		SMALL TOOLS/MINOR EQUIP	ST	26.50
		REPAIR/MAINTENANCE-EQUIP	ST	5.84
		MAINT OF GENERAL EQUIP	SWR	26.31
		MAINT OF GENERAL EQUIP	SWR	2.49
		OPERATING SUPPLIES	SWR	9.75
		WARRANT TOTAL		674.15
77615	SEDRO-WOOLLEY GLASS	REPAIR/MT-BINGHAM PARK	PK	654.13
		WARRANT TOTAL		654.13
77616	SEDRO-WOOLLEY ROTARY CLUB	S-W ROTARY SUMMER CONCERT	HOT	3,000.00
		WARRANT TOTAL		3,000.00
77617	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	10,807.50
		WARRANT TOTAL		10,807.50
77618	SKAGIT COUNTY SHERIFF	PRISONERS	PD	15,161.00
		WARRANT TOTAL		15,161.00
77619	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	88.75
		WARRANT TOTAL		88.75
77620	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES-PROPANE	ST	12.08
		OPERATING SUPPLIES-PROPANE	ST	13.36
		WARRANT TOTAL		25.44
77621	SKAGIT HYDRAULICS, INC.	REPAIR/MAINTENANCE-EQUIP	ST	1,925.04
		WARRANT TOTAL		1,925.04
77622	SKAGIT VALLEY HOSPITAL	PRISONERS	PD	674.36
		PRISONERS	PD	142.45
		WARRANT TOTAL		816.81
77623	SKAGIT PUBLISHING	LEGAL PUBLICATIONS	SWR	293.96
		WARRANT TOTAL		293.96
77624	SKAGIT VALLEY SIGNS	CONST-SR20/COOK REALIGN	ART	724.53
		WARRANT TOTAL		724.53
77625	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	CWP	21.42
		SUPPLIES/BOOKS	PLN	11.23
		SUPPLIES	ENG	50.57
		OFFICE/OPERATING SUPPLIES	PD	21.60
		OFF/OPER SUPPS & BOOKS	INSP	15.61
		OFFICE SUPPLIES	SWR	256.37

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	376.80
77626	SUNSET MAGAZINE	BOOKS & MATERIALS LIB	50.00
		WARRANT TOTAL	50.00
77627	TRUE VALUE	OFFICE/OPERATING SUPPLIES CWP	9.73
		OFFICE/OPERATING SUPPLIES CWP	5.42
		OFFICE/OPERATING SUPPLIES CWP	33.56
		SMALL TOOLS & MINOR EQUIP FD	4.96
		REPAIR/MT-HARRY OSBORNE PK	10.35
		REPAIR/MAINT-CITY HALL PK	8.82
		REPAIR/MAINT-CITY HALL PK	11.89
		OPERATING SUPPLIES ST	43.31
		MAINT OF GENERAL EQUIP SWR	16.21
		OPERATING SUPPLIES SWR	12.76
		OPERATING SUPPLIES SWR	10.23
		OPERATING SUPPLIES SWR	22.50
		OPERATING SUPPLIES SWR	10.68
		OPERATING SUPPLIES SWR	29.23
		OPERATING SUPPLIES SWR	9.29
		OPERATING SUPPLIES SAN	119.05
		SMALL TOOLS & MINOR EQUIP SAN	34.65
		WARRANT TOTAL	381.80
77628	UPS	POSTAGE FD	22.62
		OPERATING SUPPLIES SWR	1.15
		WARRANT TOTAL	23.77
77629	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES SWR	86.07
		WARRANT TOTAL	86.07
77630	VALLEY AUTO SUPPLY	REPAIR & MAINT - AUTO PD	15.21
		REPAIR/MAINTENANCE EQUIP PK	144.03
		REPAIR/MAINTENANCE EQUIP PK	16.25
		MAINT OF PUMPING EQUIP SWR	12.96
		WARRANT TOTAL	155.95
77631	VAN'S EQUIPMENT RENT. INC	CONTRACTED OVERLAY ST	1,076.59
		WARRANT TOTAL	1,076.59
77632	VERIZON WIRELESS	TELEPHONE EXE	55.55
		TELEPHONE FIN	55.55
		TELEPHONE LGL	57.56
		TELEPHONE IT	55.55
		CELL PHONES ENG	166.65
		TELEPHONE PD	207.52
		TELEPHONE PD	440.11
		TELEPHONE PD	412.71
		TELEPHONE FD	444.90
		TELEPHONE FD	71.35
		TELEPHONE PK	116.03
		TELEPHONE CEM	39.26

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	ST	103.51
		NEXTEL CELL PHONES	SWR	191.00
		NEXTEL CELL PHONES	SAN	144.65
		WARRANT TOTAL		2,561.90
77633	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	1,192.77
		WARRANT TOTAL		1,192.77
77634	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	90.00
		WARRANT TOTAL		90.00
77635	WA ST DEPT OF TRANSPORT	CONST-SR20/COOK REALIGN	ART	1,376.86
		CONST SR9 LUCAS/PK COTTAGE AST		570.72
		CONST-SR9 MCGARG/SUMR MEAD AST		570.71
		WARRANT TOTAL		2,518.29
77636	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		5,238.25
		WARRANT TOTAL		5,238.25
77637	WELCH, DAVID	UNIFORMS/ACCESSORIES	PD	43.28
		OFFICE/OPERATING SUPPLIES	PD	15.94
		TRAVEL & MEALS	PD	10.48
		WARRANT TOTAL		69.70
77638	WOMAN'S DAY	BOOKS & MATERIALS	LIB	21.55
		WARRANT TOTAL		21.55
77639	WOOD MAGAZINE	BOOKS & MATERIALS	LIB	44.00
		WARRANT TOTAL		44.00
77640	ZOOBOOKS/WILDLIFE EDUCA.	BOOKS & MATERIALS	LIB	49.95
		WARRANT TOTAL		49.95
		RUN TOTAL		215,090.31

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
09/11/2013 (Printed 09/06/2013 08:59)

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FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	42,759.47
101	PARK FUND	3,674.12
102	CEMETERY FUND	514.34
103	STREET FUND	18,844.79
104	ARTERIAL STREET FUND	100,594.06
105	LIBRARY FUND	1,103.94
108	STADIUM FUND	3,075.00
401	SEWER FUND	35,065.32
412	SOLID WASTE FUND	2,161.89
425	STORMWATER	7,192.77
501	EQUIPMENT REPLACEMENT FUND	104.61
TOTAL		215,090.31

DEPARTMENT	AMOUNT
001 000 000	5,238.25
001 000 011	1.73
001 000 012	324.00
001 000 013	148.99
001 000 014	216.85
001 000 015	212.26
001 000 017	189.41
001 000 019	30.92
001 000 020	340.58
001 000 021	20,867.93
001 000 022	14,820.92
001 000 024	367.63
FUND CURRENT EXPENSE FUND	42,759.47
101 000 076	3,674.12
FUND PARK FUND	3,674.12
102 000 036	514.34
FUND CEMETERY FUND	514.34
103 000 042	18,844.79
FUND STREET FUND	18,844.79
104 000 042	100,594.06
FUND ARTERIAL STREET FUND	100,594.06
105 000 072	1,103.94
FUND LIBRARY FUND	1,103.94
108 000 019	3,075.00
FUND STADIUM FUND	3,075.00
401 000 035	35,065.32
FUND SEWER FUND	35,065.32
412 000 037	2,161.89
FUND SOLID WASTE FUND	2,161.89
425 000 031	7,192.77
FUND STORMWATER	7,192.77
501 000 048	104.61
FUND EQUIPMENT REPLACEMENT FUND	104.61
TOTAL	215,090.31

SEP 11 2013

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

After Recording Return to:

**SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, SUITE 100
MOUNT VERNON, WA 98273**

**INTERLOCAL COOPERATIVE AGREEMENT
FOR
LIBRARY SERVICES**

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

This Agreement is based upon the following facts and circumstances:

- The County does not, nor is it required by statute to provide general library services to the citizens residing in unincorporated Skagit County.
- Historically, the City has provided library services to residents and nonresidents alike.
- Non-residents are required to pay a fee for library services.
- Due to increasing competition for funding and increasing library usage, the City is having difficulty providing services to residents and non-residents.
- The County, in 2013, has made funding available for a portion of the costs to provide services to non-resident users of libraries located within the City.

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

1. During 2013 the County will provide the City a total sum of \$ 7,364.00 to assist in providing library services to the citizens of unincorporated Skagit County. The sum will be distributed to the City based upon the library book, audio, film, video and subscription collection and circulation of each municipal library.

2. None of the County funds received by the City may be used to supplant funding that the City would otherwise provide for library services.
 - 2.1 The City must provide documentation that non-resident library users pay at least \$10 per library card.
 - 2.2 Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.
3. It is agreed that any portion not used for its intended purpose will be returned to the County within a reasonable time period after the close of the fiscal year.
4. All assets acquired as a result of this funding will become the property of the City. The City will be responsible for all aspects of library operation.
5. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 6.1 The County's representative shall be the Budget and Finance Director.
 - 6.2 The City's representative shall be the Library Director.
6. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
7. Changes, Modifications, Amendments and Waivers: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
8. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
9. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
10. The term of this agreement is the date of execution through December 31, 2013.

IN WITNESS WHEREOF, the parties have signed this Agreement as of this _____ day of _____, 2013.

CITY OF SEDRO-WOOLLEY

Mike Anderson, Mayor

ATTEST:

Clerk, City of Sedro-Woolley

APPROVED AS TO FORM:

Attorney, City of Sedro-Woolley

DATED this ____ day of _____, 2013.

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

Sharon D. Dillon, Chair

Ron Wesen, Commissioner

Attest:

Kenneth A. Dahlstedt, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

SEP 11 2013



SKAGIT COUNTY DISTRICT COURT PROBATION COUNCIL CHAMBERS
AGENDA NO. 3e

Court Bldg. Room 301
205 W Kincaid Street
Mount Vernon WA 98273
(360) 336-9372
Fax: (360) 336-9373

Warren M. Gilbert, Judge
Department I
David A. Svaren, Judge
Department II

FILED
SEP 04 2013

Linford C. Smith
Commissioner
Michael Mahoney
Director

September 3, 2013

S-W MUNICIPAL COURT

Sedro-Woolley Municipal Court
Attn: Heidi Stendal
325 Metcalf Street
Sedro-Woolley WA 98284

Re: Probation Contract for 2014-2016

Dear Ms. Stendal:

Attached is a copy of the proposed contract for probation services between the City of Sedro-Woolley and Skagit County District Court Probation. The only changes made are in the dates.

The attached contract covers the period from January 1, 2014 through December 31, 2016.

Once the contract is signed, please return to me and I will route to the appropriate county departments.

Please let me know if you have any questions regarding the contracts or the changes that were made. We look forward to supplying probation services to the City of Sedro-Woolley.

Sincerely,

Michael Mahoney
Director

Attachment

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, SUITE 100
MOUNT VERNON, WA 98273

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF SEDRO-WOOLLEY

THIS AGREEMENT is made and entered into by and between the City of Sedro-Woolley ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of probation services to the City. Skagit County has a Probation Department capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Probation Department has provided probation services to the City in past years based on their participation in the consolidated district/municipal court judicial services plan. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of probation services.

2. RESPONSIBILITIES: The County shall provide the following probation services for the City in consideration of time and effort as follows:

Active/full probation services, pre-trial monitoring, monitoring of treatment and/or antabuse and 12-step community based support group attendance, deferred prosecution requirements, pre-post sentence investigations, restitution determination only, and collection of restitution and/or monitoring of prohibitions.

The County shall provide such services upon referral from the City and according to the direction of the City's Municipal Court.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1, 2014 through December 31, 2016.

If the agreement is not renewed, the County will provide the City with the following transition services:

(a) For previously initiated probation services that can be completed by April 1, 2014, the County will complete the service.

(b) For previously initiated probation services that cannot be completed by April 1, 2014, the County will provide the City a complete copy of the probation file and a summary of actions taken to-date, upcoming hearings, and other information that would assist the new service provider in quickly completing the transition cycle.

4. **MANNER OF FINANCING:** The County will bill the City quarterly. Payment by the City will be made within thirty days from date of billing notice. The City shall compensate the County as follows:

Fifty dollars (\$50.00) a month for each defendant placed on probation supervision for each month said defendant is on active supervision (meaning the supervision has not been terminated by order of the court) to a maximum of \$1200 per defendant/case. In cases involving pre-sentence supervision, supervision of mandatory community service or determination of restitution, the maximum per defendant/case shall be \$150.00.

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

5.1 The County's representative shall be District Court Probation Director, Michael Mahoney.

5.2 The City's representative shall be City Attorney, Eron Berg.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, elected officials, volunteers or employees to the fullest extent required by the law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the City and Skagit County, damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement.

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

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

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

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

FOR CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor
(Date _____)

Patsy K. Nelson, Finance Director

Mailing Address:
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley WA 98284

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day
of _____, 2013.

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon, Chair

Ron Wesen, Commissioner

Kenneth A. Dahlstedt, Commissioner

For contracts under \$5000:

County Administrator
(Authorization per Resolution #R20030146)

Recommended:

By: _____
Judge Warren M. Gilbert, Department Head

By: _____
Budget & Finance Director

Approved as to Indemnification:

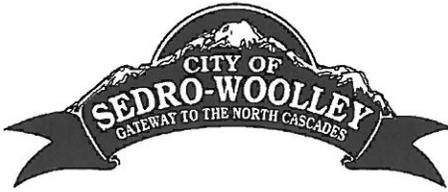
By: _____
Risk Manager

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

Attest:

Clerk of the Board



CITY COUNCIL AGENDA
REGULAR MEETING

SEP 11 2013

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

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. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson

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

RE: **Request for Approval of Grant Agreement**
FY 2013-2015 Biennial Municipal Stormwater Capacity Grant Funding Agreement

DATE: September 4, 2013 (for Council review September 11, 2013)

ISSUE

Shall council move to authorize Public Works Director Mark Freiberger to sign the attached FY 2013-2014 Biennial Municipal Stormwater Capacity Grant Funding Agreement with the Washington State Department of Ecology in the amount of \$170,000?

BACKGROUND/DISCUSSION

The city participated in Ecology's Municipal Stormwater Capacity Grant Program over the past two Biennia. These grants provided \$50,000 (FY 2008-2010) and \$146,540 (FY2010-2013) respectively for administrative and implementation activities related to compliance with the city's National Pollution Discharge Elimination System Stormwater Permit. Legislature has funded this program for the FY2013-2015 Biennium at \$50,000, plus an additional \$120,000 for Pre-construction planning and design related to low impact development improvements to the city's stormwater system.

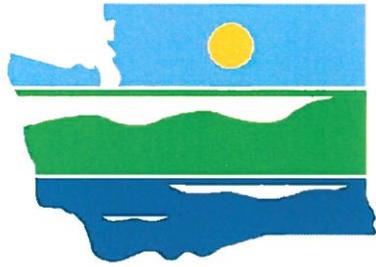
Staff has not identified the pre-construction project yet. A project description for this activity is due to Ecology by October 1, 2013. Our preliminary plan is to attempt to utilize this funding for the final design and permitting of the SR20 Stormwater Conveyance System Upgrade that will be required within the next five years to complete the SR20/Cook Road Realignment and Extension Project stormwater permitting requirements. If that does not qualify we will attempt to identify another worthwhile project or forgo use of these funds.

Attached is the proposed FY 2013-2015 Biennial Municipal Stormwater Capacity Grant Funding Agreement with the Washington State Department of Ecology.

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 continue existing management and implementation activities to meet Permit requirements.

MOTION:

Move to authorize Public Works Director Mark Freiberger to sign the attached FY 2013-2015 Biennial Municipal Stormwater Capacity Grant Funding Agreement with the Washington State Department of Ecology in the amount of \$170,000.



DEPARTMENT OF
ECOLOGY
 State of Washington

**2013-15 BIENNIAL MUNICIPAL STORMWATER CAPACITY GRANT
 FUNDING AGREEMENT
 BETWEEN
 THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
 AND
 CITY OF SEDRO-WOOLLEY
 GRANT AGREEMENT NUMBER**

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DRAFT

**2013-15 BIENNIAL MUNICIPAL STORMWATER CAPACITY GRANT
FUNDING AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF SEDRO-WOOLLEY**

THIS is a binding agreement entered into, by, and between the state of Washington Department of Ecology (DEPARTMENT), and the **CITY OF SEDRO-WOOLLEY** (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

PART I. GENERAL INFORMATION

Project Title:	2013-15 Biennial Municipal Stormwater Capacity Grant
State Fiscal Year:	FY2014
Grant Number:	
RECIPIENT Name:	City of Sedro-Woolley
Mailing Address:	325 Metcalf St Sedro-Woolley, WA 98284
RECIPIENT Federal ID Number:	91-6001276
Total Eligible Cost:	\$170,000
DEPARTMENT Funding Sources:	
ELSA - Operating:	\$50,000
ELSA – Capital Budget Provision	\$120,000
DEPARTMENT Share:	\$170,000
DEPARTMENT Maximum Percentage:	100%

RECIPIENT Contact: **Mark A. Freiberger, P.E.**
Telephone Number: **360-855-9933**
E-Mail Address: **mfreiberger.ci.sedro-woolley.wa.us**

RECIPIENT Billing Contact: **Mark A. Freiberger, P.E.**
Telephone Number: **360-855-9933**
E-Mail Address: **mfreiberger.ci.sedro-woolley.wa.us**

DEPARTMENT Project/Financial Manager: **Jessica Schwing**
Mailing Address: **Water Quality Program**
Washington State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600
Telephone Number: **360- 407-6216**
Fax Number: **360- 407-7151**
E-Mail Address: **jessica.schwing@ecy.wa.gov**

DESIGNATED LOCAL
GOVERNMENT PARTNERS
(if applicable)

For partnerships, the lead government and partners must submit a copy of the signed agreement in Appendix B with each copy of the grant agreement.

The effective date of this grant agreement is **July 1, 2013**. Any work performed prior to the effective date of this agreement is not eligible for reimbursement.

This agreement expires on **January 31, 2015**.

PART II. PERFORMANCE MEASURES

A. Water Quality Goal.

Improved stormwater oversight and water quality protection through the direct development and implementation of a comprehensive stormwater management program.

B. Project Outcomes.

Implementation of Phase I and II municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.

PART III. PROJECT DESCRIPTION

The RECIPIENT will address implementation or management of municipal stormwater programs. Additionally, the RECIPIENT's project will include project specific planning and design for a retrofit project which includes low-impact development techniques.

PART IV. PROJECT BUDGET

2013-15 Municipal Stormwater Capacity Grants Program	
Elements/Objects	TOTAL ELIGIBLE COST (TEC)*
Task 1 – Project Administration/Management (limited to 10% of total)	\$5,000
Task 2 – Implementation and management of Stormwater Program	\$45,000
Task 3 – Pre-construction planning and design	\$120,000
Total (limited to \$170,000 per RECIPIENT partner)	\$170,000
*The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost.	
MATCHING REQUIREMENTS (There are no matching requirements)	
DEPARTMENT Share FY 2014 (100% of TEC)	\$170,000

Payment Request Submittals. Payment requests will not be submitted more often than monthly, unless allowed by the DEPARTMENT's Project/Financial Manager. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

PART V. SCOPE OF WORK

The RECIPIENT will ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work. The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

Task 1 - Project Administration/Management (\$5,000)

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms,

and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

- B. The RECIPIENT will manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT will carry out this project in accordance with any completion dates outlined in this agreement.
- C. The RECIPIENT will submit all invoice voucher submittals and supportive documentation, to the DEPARTMENT's Project/Financial Manager. Copies of all applicable forms will be included with an original A19-1A, and will be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at <http://www.ecy.wa.gov/biblio/9118.html>

Required Forms:

Form A19-1A (original signature)
Form B2 (ECY 060-7)
Form C2 (ECY 060-9)

Where Eligible Costs Have Incurred:

Form E (ECY 060-12)
Form F (ECY 060-13)
Form G (ECY 060-14)
Form H (F-21)
Form I (ECY 060-15)

- D. If work conducted results in a report, the RECIPIENT will submit the following to the DEPARTMENT's Project/Financial Manager and in the quantities identified:
- Draft project completion report – one electronic copy
 - Final project completion report – one paper copy, one electronic copy

The RECIPIENT will submit two copies of any document(s) which requires DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

Task 2 – Implementation of Stormwater Planning and Management Needs (\$45,000)

- A. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT must ensure funds are used to attain compliance where applicable.
- B. The RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements your project may include. Please check all boxes that apply to your project.

- Public education and outreach activities, including stewardship activities
 Public involvement and participation activities

- Illicit discharge detection and elimination (IDDE) program activities, including:
 1. Mapping or geographic information systems of municipal separate storm sewer systems (MS4s);
 2. Staff training;
 3. Activities to identify and remove illicit stormwater discharges;
 4. Field screening procedures;
 5. Complaint hotline database or tracking system improvements.
- Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 1. Development of an ordinance and associated technical manual or update of applicable codes;
 2. Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance;
 3. Training for plan review and/or inspection staff
 4. Participation in applicable watershed planning effort.
- Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 1. Inspecting and/or maintaining the MS4 infrastructure;
 2. Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- Annual reporting activities.
- Establishing and refining stormwater utilities, including stable rate structures.
- Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan that Ecology approves prior to awarding funding for monitoring.
- Monitoring, including:
 1. Development of applicable QAPPs ;
 2. Monitoring activities, in accordance with an Ecology-approved QAPP, to meet Phase I/II permit requirements;
- Structural stormwater controls program activities (Phase I permit requirement)
- Source control for existing development (Phase I permit requirement), including:
 1. Inventory and inspection program;
 2. Technical assistance and enforcement;
 3. Staff training.
- Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a general us pick-up truck). Qualified equipment purchases include but are not limited to:
 1. Illicit discharge testing equipment and materials;
 2. Vector truck or sweeper truck or MS4 maintenance activities;
 3. Electronic devices dedicated to mapping of MS4 facilities and attributes;
 4. Software dedicated to tracking permit implementation activities.

Task 3 – Preconstruction Planning and Design (up to \$120,000)

- A. The RECIPIENT will submit an initial one to two page Project Summary, no later than October 1, 2013, to the DEPARTMENT’s Project Manager for review and acceptance. The Project Summary will include a description of the proposed project identifying: 1) the area where the proposed project is to be installed or constructed (including maps), 2) the stormwater best management practice(s) to be designed, 3) the name of the appropriate design manual planned for use in the final design (see item D), and 4) the water quality issue mitigated by the proposed project. The DEPARTMENT will provide comments to the RECIPIENT within 14 calendar days of receipt of the Project Summary. The DEPARTMENT’s Project Manager will work with the DEPARTMENT’s engineer to review the Project Summary for consistency with the appropriate design criteria and grant requirements. Detailed calculations and/or drawings are not required at this time.
- B. The RECIPIENT will submit two hard copies and one digital copy of the Pre-design report, no later than January 31, 2014, to the DEPARTMENT’s Project Manager for review and acceptance. The DEPARTMENT’s Project Manager will work with the DEPARTMENT’s engineer to review the Pre-design report for consistency with the appropriate design criteria and grant requirements. Detailed calculations and/or drawings are required in the Pre-design Report. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans.
- C. The RECIPIENT will submit two hard copies and one digital copy of the 90 percent design plans, no later than August 1, 2014, to the DEPARTMENT’s Project Manager for review and acceptance. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The DEPARTMENT’s Project Manager will work with the DEPARTMENT’s engineer to review the plans and specifications for consistency with the appropriate design criteria and grant requirements.
- D. For items A-C above, the RECIPIENT must provide reasons for deviations from design criteria in the following:
1. The appropriate guidance manual below depends on the region that your project is conducted:
2005 or 2012 Stormwater Management Manual for Western Washington (SWMMWW), (the appropriate manual depends on the requirements of the jurisdiction) or the **2004 Stormwater Management Manual for Eastern Washington (SWMMEW)**, both can be found at:
<http://www.ecy.wa.gov/programs/wq/stormwater/tech.html>, or the **Low Impact Development Technical Guidance Manual for Puget Sound** found at:
http://www.psp.wa.gov/downloads/LID/20121221_LIDmanual_FINAL_secure.pdf, or **Eastern Washington Low Impact Development Manual** found at <http://www.wastormwatercenter.org/ew-lid-guidance-manual>, or

2. Equivalent manual as developed by the local jurisdiction and approved by the DEPARTMENT.
 3. Good engineering practices and generally recognized engineering standards.
- E. If applicable, the RECIPIENT will submit to the DEPARTMENT's Project Manager, a copy of the State Environmental Review Act (SEPA) Lead Agency's signed and dated SEPA determination.
- F. If applicable, the RECIPIENT will submit to the DEPARTMENT's Project Manager a DAHP EZ-1 form to initiate review of project activities by DAHP and tribal governments.
- G. The RECIPIENT will submit all pre-design figures and construction plans to the DEPARTMENT, reduced to 11" x 17" in size. The RECIPIENT may bind them with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be legible.

Required Performance:

1. Submit a Project Summary including maps, **no later than October 1, 2013** to the DEPARTMENT for review and acceptance of the proposed design project.
2. Submit a Pre-design report **no later than January 31, 2014** to the DEPARTMENT for review and acceptance.
3. Submit 90 percent design plans, **no later than August 1, 2014** to the DEPARTMENT for review and acceptance.
4. If applicable, submit a copy of the signed and dated SEPA determination to the DEPARTMENT.
5. If applicable, submit a copy of the DAHP EZ-1 form, for DEPARTMENT coordination on compliance with Executive Order 05-05.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.

PART VII. ALL WRITINGS CONTAINED HEREIN

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement
- Attachment I: General Project Management Requirements for the Municipal Stormwater Capacity Grants Program.
- Attachment II: General Terms and Conditions
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Ecology Grants and Loans"

- The associated funding guidelines that correspond to the fiscal year in which the project is funded
- The applicable statutes and regulations

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF SEDRO-WOOLLEY

KELLY SUSEWIND, P.E., P.G. DATE
WATER QUALITY PROGRAM MANAGER

MARK A. FREIBERGER, P.E. DATE
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL

**ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR
THE 2013-15 BIENNIAL MUNICIPAL STORMWATER CAPACITY GRANT
PROGRAM FUNDING AGREEMENT**

ARCHEOLOGICAL AND CULTURAL RESOURCES

The RECIPIENT must comply with all requirements listed Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

The RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any soil disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

The Department of Archaeology and Historic Preservation has provided guidance that can be accessed online at:<http://www.dahp.wa.gov/pages/Documents/EnvironmentalReview.htm> and http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance_000.pdf

EDUCATION AND OUTREACH

The RECIPIENT must do a regional search for existing materials before producing any new educational flyers or pamphlets. The RECIPIENT must request the use of those materials before time and resources are invested to duplicate materials that are already available.

The RECIPIENT must also check the Washington Waters website http://www.ecy.wa.gov/washington_waters/index.html for useful educational materials. These materials are available for public use and can be downloaded directly from the website.

The RECIPIENT must provide the DEPARTMENT up to two copies and an electronic copy either on floppy disks or CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT must provide a complete description including photographs or printouts of the product.

The RECIPIENT must also supply the DEPARTMENT with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, the RECIPIENT must produce all pamphlets, fliers, meeting notices, reports, and other educational and public outreach materials in English and in the other prevalent language.

EQUIPMENT PURCHASE

The RECIPIENT must get written, prior approval from the DEPARTMENT for any equipment purchase.

FUNDING RECOGNITION

The RECIPIENT must inform the public about DEPARTMENT or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.

INCREASED OVERSIGHT (IF APPLICABLE)

The DEPARTMENT's Project Manager will establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

INDIRECT RATE

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

MINORITY AND WOMEN'S BUSINESS PARTICIPATION

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

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

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

PAYMENT REQUEST SUBMITTALS

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Required Forms.

<u>Cash Only Match</u>	<u>Where Applicable</u>
Form A19-1A (original signature)	Form E (ECY 060-12)
Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C2 (ECY 060-9)	Form H (F-21)
	Form I (ECY 060-15)

Reporting eligible costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Reimbursements. Payments will be made on a cost-reimbursable basis.

POST PROJECT ASSESSMENT

The RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

The DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

The DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

PROCUREMENT

The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services.

PROGRESS REPORTS

The RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manager and Project Manager. Payment requests will not be processed without a progress report.

Reporting Periods.

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

Reporting Due Date. Quarterly progress reports are due 15 days following the end of the quarter.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The recipient must also attach all landowner agreements signed during the respective quarter to each progress report.

REQUIRED DOCUMENT SUBMITTALS

The RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion reports – 1 copy
- Electronic copy of final project completion report – 1 copy
- Final project completion reports – 1 copy
- Final project completion reports of statewide significance – up to 50 copies
- Educational products developed under this agreement – up to 2 copies
- Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT and one for the RECIPIENT)
- Interlocal agreements – 1 copy for the DEPARTMENT's Project/Financial Manager

- Professional services procurement agreements – 1 copy to the DEPARTMENT’s Project/Financial Manager

SPECIAL CONDITION FOR SNOHOMISH COUNTY AND KING COUNTY

For either Snohomish County or King County: When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein will be contingent upon appropriation of funds by the RECIPIENT's governing body; provided that nothing contained herein will preclude the DEPARTMENT from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

WATER QUALITY MONITORING

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology’s *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

The RECIPIENT must submit the QAPP to Ecology’s project manager for review, comment, and must be approved before starting the environmental monitoring activities.

The RECIPIENT must use an environmental laboratory accredited by Ecology to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology’s Environmental Assessment Program’s website, available at:

<http://www.ecy.wa.gov/programs/eap/labs/search.html>

The RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the “ten-year rule.” The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to Ecology through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website, currently available at:

<http://www.ecy.wa.gov/eim>

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal can be directed to the EIM Data Coordinator, currently available at:

eim_data_coordinator@ecy.wa.gov

If GIS data is collected, Ecology data standards are encouraged. An Ecology Focus Sheet entitled *GIS Data and Ecology Grants* (Publication No. 98-1812-SEA) outlines the standards. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

DRAFT

**ATTACHMENT II: GENERAL TERMS AND CONDITIONS PERTAINING TO
GRANT AND LOAN AGREEMENTS OF THE DEPARTMENT OF ECOLOGY**

A. RECIPIENT PERFORMANCE

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

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

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

C. THIRD PARTY BENEFICIARY

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

D. CONTRACTING FOR SERVICES (BIDDING)

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

E. ASSIGNMENTS

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

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits. Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.
2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

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

H. AUDITS AND INSPECTIONS

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

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

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

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted. Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for

each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer. The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work.

Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

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

K. TERMINATION

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

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys,

drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

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

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

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

L. WAIVER

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

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the B-4 DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

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

O. RECOVERY OF PAYMENTS TO RECIPIENT

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

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the

DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

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

Q. DISPUTES

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

representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

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

injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

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

U. SEVERABILITY

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

V. PRECEDENCE

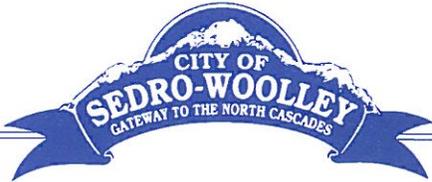
In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated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

SS-010 Rev. 04/04

DRAFT

SEP 11 2013

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

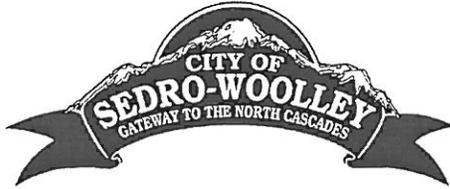


SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

SEP 11 2013



7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 5

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

Eron M. Berg
City Supervisor & Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Interlocal Agreement for the Emergency Management Council
DATE: September 11, 2013

ISSUE: Should the Council approve the proposed amended interlocal agreement regarding the emergency management council?

BACKGROUND: This was presented to the Council for a first reading at the last meeting, but the track changes, redlining was missing from the packet. Attached is the revised amended interlocal as approved by the Emergency Management Council.

RECOMMENDATION: MOTION to approve the proposed amended interlocal agreement regarding the emergency management council.

36 communications from Skagit 911 and their own equipment for communication between their
37 own personnel. Skagit 911 will also maintain such records and reports as are necessary for
38 the execution of this Agreement. These reports shall include financial, statistical, and
39 operational information and shall be provided to all parties of this Agreement on a monthly
40 basis.

41
42 3. Duration/Withdrawal Dissolution: The effective date of this Agreement shall be August 21st,
43 2013. Any agency may withdraw from Skagit 911 by giving written notice by July 1 in any year
44 of its intention to terminate its agreement on December 31 of the same year. Skagit 911 may
45 dissolve effective December 31 of any year by 60% majority vote of all members of the
46 Emergency Management Council.

47
48 4. Skagit 911 To Be Managed By The Skagit County Emergency Management Council: Skagit
49 911 shall be governed by the Skagit County Emergency Management Council, hereinafter
50 referred to as the "Council", that is composed of the following elected officials:

- 51 • Mayor of Anacortes
- 52 • Mayor of Burlington
- 53 • Mayor of Concrete
- 54 • Mayor of Hamilton
- 55 • Mayor of LaConner
- 56 • Mayor of Lyman
- 57 • Mayor of Mount Vernon
- 58 • Mayor of Sedro-Woolley
- 59 • Board of County Commissioners

60 The Council shall appoint a Chair and Vice-Chair with a term of one year. The Council shall
61 meet the first Wednesday of every other month in January, March, May, July, September, and
62 November. For the purpose of governance of Skagit 911, one Mayor may be designated to
63 represent the following towns; Concrete, Hamilton and Lyman, in order to achieve a quorum.

64 The Council shall determine the specific services to be rendered and shall:

- 65 ▪ Approve policies related to the operation of Skagit 911.
- 66 ▪ Determine financial responsibility and participating agency costs.
- 67 ▪ Approve the Skagit 911 budget.
- 68 ▪ Appoint/terminate the Skagit 911 Director.

69 In the event an EMC member is unable to attend he/she may designate an elected or non-

70 elected representative in his/her absence.

71
72 5. Skagit 911 Director: The Skagit 911 Director shall report to the elected Council presiding
73 officer and be responsible to the Council; shall administer the program and operations
74 consistent with policies adopted by the Council; shall be the Council's financial officer for
75 Skagit 911, with all disbursements to be approved by the Council, and shall be appointed on
76 the basis of his/her technical and administrative competence.

77
78 6. Personnel Policies: The Council shall establish the personnel policies of Skagit 911. The
79 Council, by a majority vote of the total membership, shall approve the selection,
80 appointment/termination of the Skagit 911 Director. Additional staff positions shall be
81 approved by the Council. Additional and subsequent employees shall be hired and/or
82 terminated by the Skagit 911 Director after examination and selection in a manner approved by
83 the Council.

84
85 7. The Communications Operations Advisory Board and the Skagit 911 Director will recommend
86 a preliminary budget to the Emergency Management Council. The Council shall consider and
87 give tentative approval to the Skagit 911 annual operational budget prior to September 30th of
88 each year. The Council shall approve the budget by November 30th of each year. Included in
89 the budget will be the appointment of financial participation of those participating agencies for
90 the ensuing year. The allocation of financial responsibility between local governments and
91 agencies for the Skagit 911 operational budget and Skagit 911 capital expenditures, which are
92 used by all services, shall be determined by a formula approved by the Council as stipulated in
93 Appendix "A", attached hereto.

94
95 The allocation of financial responsibility between local governments and agencies for service
96 specific capital expenditures shall be funded by the agencies of the specific service that
97 receive the benefit.

98
99 All taxes authorized and collected in accordance with RCW 82.14B.030 and the 1/10 of one
100 percent sales tax shall be distributed to Skagit 911 to help defray the operational costs of
101 Skagit 911, after reimbursement of transitional costs incurred by member agencies and
102 approved by the Council.

103
104 8. Operations Contracting: The Council may contract for the use of space for its operations and

105 for staff and auxiliary services including but not limited to legal, records, payroll, accounting,
106 purchasing, data processing, facilities, equipment and insurance.

107
108 9. Communications Operations Advisory Board: The Communications Operations Advisory
109 Board shall review the operations and procedures of the 911 Center and report with the
110 Director to the Council on operational issues. The Communications Operations Advisory
111 Board shall be composed of:

- 112 ▪ Two Law Enforcement Representatives appointed by the Law Enforcement Technical
113 Committee
- 114 ▪ One Municipal Fire Department Representative appointed by the Fire Technical
115 Committee
- 116 ▪ One County Fire Department Representative appointed by the Fire Technical
117 Committee
- 118 ▪ One Emergency Medical Services Representative appointed by the Skagit Emergency
119 Medical Services Committee

120
121 The Communications Operations Advisory Board members shall be elected by their
122 respective technical committee. Each board member shall have an equal vote in board
123 decision. The board, at their January meeting, shall elect a Chairperson and Vice-
124 Chairperson from among its members and shall determine the date, time and location of
125 meeting. A minimum of one regular meeting will be held each month. The
126 Communications Operations Advisory Board members shall prepare their evaluation of the
127 Skagit 911 Director in September of each year and that evaluation shall be considered as
128 part of the Council evaluation of the Skagit 911 Director during their annual evaluation
129 process.

130
131 10. Technical Committees: There is hereby created three (3) Technical Committees whose
132 duty shall be to develop, review, and recommend all policies, procedures, and regulation
133 with regard to the operation of Skagit 911 and the methods to be used by employees
134 thereof in responding to emergency situations pertaining to each committee's discipline.
135 Each committee's recommendations shall be submitted to the Communications Operations
136 Advisory Board who will review and forward the recommendations to Council for approval.

137
138 The selection method for the Fire Technical Committee representatives shall be by
139 appointment as follows: One eastern and one western representative appointed by the

140 Skagit County Fire Commissioner's Association; one representative from the Skagit County
141 Fire Chief's Association; one representative from each of the remaining municipal
142 jurisdictions as listed below:

- 143 ▪ Anacortes Fire Department Representative
- 144 ▪ Burlington Fire Department Representative
- 145 ▪ Concrete Fire Department Representative
- 146 ▪ Hamilton Fire Department Representative
- 147 ▪ La Conner Fire Department Representative
- 148 ▪ Mount Vernon Fire Department Representative
- 149 ▪ Sedro-Woolley Fire Department Representative

150
151 The selection method for the Emergency Medical Services Technical Committee
152 representatives shall be by appointment with one representative from each of the following as
153 listed below:

- 154 ▪ Aero Skagit Emergency Services Representative
- 155 ▪ Anacortes Fire Department Medical Representative
- 156 ▪ Central Valley Medic One Representative
- 157 ▪ County Medical Program Director Representative
- 158 ▪ Skagit County EMS Commission Representative

159
160 The selection method for the Law Enforcement Technical Committee representatives shall be
161 by appointment with one representative from each of the jurisdictions, as listed below:

- 162 ▪ Skagit County Sheriff's Department Representative
- 163 ▪ Anacortes Police Department Representative
- 164 ▪ Burlington Police Department Representative
- 165 ▪ Mount Vernon Police Department Representative
- 166 ▪ Sedro-Woolley Police Department Representative
- 167 ▪ Swinomish Tribal Police Department Representative
- 168 ▪ Upper Skagit Tribal Police Department Representative
- 169 ▪ Sauk-Suiattle Tribal Police Representative

170 The Technical Committees shall offer recommendations to the Communications Operations
171 Advisory Board regarding procedures by which services shall be delivered and implemented.
172 They shall also:

- 173 ▪ Elect their own Chairpersons
- 174 ▪ Appoint one alternate for each committee to be available to represent an absent
175 respective board member

- 176 ▪ Participate in the development and review of all dispatch operating procedures
- 177 ▪ Meet on a regular basis
- 178 ▪ Discuss issues affecting their service and make recommendations

179

180 11. Operational Enhancements: The Skagit 911 Director, with the review, recommendation and
181 assistance of the Communications Operations Advisory Board, shall actively consider and
182 evaluate on a continuing basis those associated cooperative opportunities that will enhance
183 the operational effectiveness of law enforcement, emergency medical services, and fire
184 services and benefit the taxpayers and residents of the area served. The Skagit 911 Director
185 and the Chair of the Communications Operations Advisory Board shall present the
186 recommendations and proposed actions to the Council.

187

188 12. Additional Services: The Council shall evaluate and determine the appropriateness of the
189 inclusion of additional communications and dispatching services for local governments and
190 others when so requested, and shall determine whether and how such services should be
191 provided and the appropriate fees. Approved services shall not include those which detract
192 from the effectiveness of the operations which are primarily intended for the emergency and
193 public safety response objectives of Skagit 911.

194

195 13. Equipment: Equipment and furnishings, as needed, and in conformance with the approved
196 budget, shall be acquired by, and title shall rest with Skagit 911. The Skagit 911 Director, at
197 the time of his/her preparation of the proposed budget for the ensuring year, shall provide the
198 Council with a current and complete inventory, with valuations of equipment and furnishings
199 owned by or assigned to Skagit 911. The Director shall ensure this includes all emergency
200 communications equipment and infrastructure.

201

202 14. Withdrawal/Dissolution: Upon dissolution, the Council shall disburse all funds held by Skagit
203 911, as well as any funds derived from the sale of any property, to the then participating
204 members of Skagit 911 in proportion to the member's percentage of contribution during the
205 year of dissolution. The E911 equipment and facilities purchased through the state E911 grant
206 would become the property of Skagit County upon dissolution, in as much as the County is
207 held responsible under state law to continue to provide E911 answering services, and the
208 equipment and facilities purchased through the grant are subject to recovery by the state
209 should the county fail to do so. Any party to this Agreement who withdraws as provided in
210 paragraph three (3) shall have no rights to any portion of the Skagit 911 assets by virtue of

211 participation in this Interlocal Agreement.

212

213 15. Operational Interconnects: Each local government shall retain the responsibility and authority
214 for its operational departments, and for such equipment and services as are required at its
215 place of operation to interconnect to the Skagit 911 operations. Interconnecting equipment and
216 services may be provided for in the Skagit 911 budget and operational program. This
217 equipment and its ownership and maintenance responsibility shall be identified in the inventory
218 listed in Section 13 of this agreement.

219

220 16. Records Access: Skagit 911 shall bear full responsibility for ensuring that the law enforcement
221 data communications network and any criminal history records information received by means
222 of such network shall be used solely for the purposes of the due administration of the criminal
223 laws or for the purposes enumerated in RCW 43.43, as now or hereafter amended. Skagit
224 911 shall establish rules and regulations governing access to, and security for, any criminal
225 justice records information received by means of such network consistent with RCW 43.43.
226 The Law Enforcement Technical Committee shall have the authority to set, and the Council to
227 enforce, priorities and standards for selection and supervision used to process criminal justice
228 information. This Agreement covers the overall supervision of applicable equipment and
229 operation procedures of any criminal history program that may be subsequently designed and
230 implemented by Skagit 911

231

232 17. Filing: As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force,
233 with the City Clerks of the participating cities, the County Auditor, the Secretary of State, and, if
234 found to be necessary, with the State Office of Community Affairs, as provided by RCW
235 39.34.040.

236

237 18. Validity: If any section of this Agreement is adjudicated to be invalid, such action shall not
238 affect the validity of any section not so adjudged.

239

240 19. Authority: This Agreement shall be executed on behalf of each party by its authorized
241 representative, and pursuant to appropriate resolution or ordinance of each participating
242 agency. It shall be deemed adopted upon the date of execution by the last so authorized
243 representative.

244

245 20. Amendments: This Agreement may be amended by a 60% majority vote of all members of the

246 Council.

247

248 21. Insurance, Indemnification, and Legal Relations: Skagit 911, through its annual budget, shall
249 maintain liability and casualty insurance policies, as the Council shall determine appropriate.

250

251 22. Indemnification: The parties to this Agreement shall share excess liability for claims, losses,
252 or liabilities in excess of the adopted budget for the annual period in which the claims arose on
253 the same percentage basis as their relative financial participation for the, budget year in which
254 such claims arose as determined in paragraph seven (7) above.

255

256 23. Survival of Indemnity: Any party that withdraws its support from Skagit 911 shall, by its
257 participation in any budget year, promise to indemnify and hold harmless the remaining parties
258 from any and all excess liability incurred with respect to the operations of Skagit 911 during the
259 budget year(s) in which the withdrawing entity was a party to the Agreement. Whether or not a
260 particular claim, loss or liability arose during a budget year shall be determined based upon the
261 date on which the incident or incidents occurred which gave rise to such liability. This promise
262 to hold harmless and indemnify shall be limited to the same percentage proportion of liability
263 determined in accordance with the financial participation of the withdrawing entity by
264 paragraph seven (7) above during the budget year in which the liability arose.

265

266 24. Waiver: Nothing herein shall be deemed to waive the immunities established pursuant to
267 RCW 38.52.180 et. Seq. not to create third party right or liability.

268

269 NOW, THEREFORE, BE IT RESOLVED THAT THIS AGREEMENT FOR AN Interlocal Cooperative
270 Agreement between Skagit County, the Cities of Anacortes, Burlington, Mount Vernon. Sedro
271 Woolley, the Towns of Concrete, Hamilton, La Conner, and Lyman, has been reviewed and is
272 recommended for approval this 21st day of August, 2013.

273

274

275 Date _____

276

277 BOARD OF COMMISSIONERS SKAGIT COUNTY,
278 WASHINGTON

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280

281 SHARON DILLION, CHAIRMAN

282

283

284 RON WESEN, COMMISSIONER

285

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287 KENNETH A. DAHLSTEDT, COMMISSIONER

288

289 ATTEST:

290

291

292 CLERK OF THE BOARD

293

294

295 REVIEWED:

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297 BY: _____

298 RISK MANAGER

299

300

301

302 APPROVED AS TO FORM ONLY:

303

304 BY: _____
305 SKAGIT COUNTY DEPUTY PROSECUTING ATTORNEY

306

307

308

309 **CITY OF ANACORTES:**

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311 ATTEST: _____
312 City Clerk

Mayor

313
314 Approved as to form only:
315
316 _____
317 City Attorney

Date

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320 **CITY OF BURLINGTON:**

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322 ATTEST: _____
323 City Clerk

Mayor

324
325 Approved as to form only:
326
327 _____
328 City Attorney

Date

331
332 **TOWN OF CONCRETE:**

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334 ATTEST: _____
335 City Clerk

Mayor

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337 Approved as to form only:
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339 _____
340 Town Attorney

Date

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343 **TOWN OF HAMILTON:**

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345 ATTEST: _____
346 City Clerk

Mayor

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348 Approved as to form only:
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350 _____
351 Town Attorney

Date

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355 **TOWN OF LACONNER:**

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357 ATTEST: _____
358 City Clerk

Mayor

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360 Approved as to form only:

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Town Attorney

Date

TOWN OF LYMAN:

ATTEST: _____

City Clerk

Mayor

Approved as to form only:

Town Attorney

Date

CITY OF MOUNT VERNON:

ATTEST: _____

City Clerk

Mayor

Approved as to form only:

City Attorney

Date

CITY OF SEDRO-WOOLLEY:

ATTEST: _____

City Clerk

Patsy K. Nelson

Mayor

[Handwritten Signature]

Approved as to form only:

City Attorney

Date

[Handwritten Signature]

Emergency Management Council
Executive Summary

August 21, 2013

Revision of InterLocal Cooperation Agreement for County-Wide Public
Safety Communications Center

Background: The Interlocal Cooperation Agreement for County-Wide Public Safety Communications Center, County Contract No. 04184 dated April 13th, 1998 and Amended July 1st, 2004 required review and update. This document provided legal and administrative guidance to establish the current Skagit 911 organization. In the past 8 years significant changes have occurred warranting a review of the 24 sections and one Appendix contained in this InterLocal Agreement. The November 7, 2012 EMC approved formation of a Review Board to review the Interlocal Agreement and make recommendations for change. The Review Board was established and met three times. 36 proposed changes were identified and approved for implementation in the current Interlocal Agreement. No changes were recommended for the Appendix.

Financial Implications: Cost: TBD

Discussion: The Interlocal Review Board met on December 6th, 2012, January 7th, 2013 and January 15th, 2013. 36 proposed changes were recommended by the Board and integrated into a revised Interlocal Agreement. The revised Interlocal Agreement was forwarded to Skagit County legal (Melinda Miller) for review of the Sections on Insurance, Indemnification and Legal Relations, Survival of Indemnity and Waiver. Director King reported to the EMC in the February 6th, 2013 meeting that further action on the Interlocal revision was suspended pending review by County legal. Director King met with Skagit County legal representative, Melinda Miller (Skagit County Prosecuting Attorney's Office), Tim Hollaran (County Administrator), Jessica Neill Hoyson (County HR). They stated they would like to delay their review until the pending lawsuits involving Skagit 911 were complete. This was discussed at the May 1st, 2013 EMC and the EMC directed the Interlocal Agreement revisions agreed to by the Review Board move forward. The revised Interlocal Agreement incorporating the approved changes is provided for review.

Agenda Item: III.B.1.
Updates to InterLocal Agreement

Recommendation: Recommend approval of the amended Interlocal Cooperation Agreement for County-Wide Public Safety Communications Center, County Contract No. 04184 dated April 13th, 1998, Amended July 1st, 2004 and Amended August 21st, 2013.

Alternatives: Continue to suspend approval pending legal review by Skagit County

Staff Position: Staff recommends the options as outlined above.

Advisory Board Position: Agrees with staff.

Action Requested: A motion to approve the recommendations as outlined above.