

Next Ord: 1779-13
Next Res: 891-13

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

October 23, 2013

7:00 PM

**Sedro-Woolley Municipal Building
Council Chambers
325 Metcalf Street**

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar1 - 32

NOTE: Agenda items on the Consent Calendar are considered routine in nature and may be adopted by the council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the regular agenda will consider any item so removed after the Consent Calendar.

- a. Approval of Agenda
- b. Minutes from Previous Meeting
- c. Finance
 - Claim Checks #77841 to #77943 in the amount of \$1,152,999.55
 - Payroll Checks #56748 to #56854 in the amount of \$186,696.06
- d. Approval of Contract for Prosecutor Services for 2014 - Canyon Law Office
4. Public Comment.....33

PUBLIC HEARING

5. Moratorium on Recreational Marijuana Producers and Processors.....35 - 41

NEW BUSINESS

6. Interlocal Agreement with the City of Anacortes, City of Burlington, City of Mount Vernon and Skagit County for functioning of a Skagit County Multiple Agency Response Team (SMART) (*1st reading*).....43 - 67
7. Possible Resolution - Citizens United v. the Federal Elections Commission (*1st reading*).....69 - 105

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

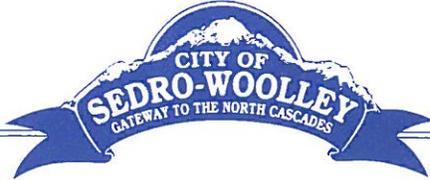
8. Minor contracts approved under SWMC 2.104.060 (*if any*).....107 - 115

EXECUTIVE SESSION

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

OCT 23 2013

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



DATE: October 23, 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 October 23, 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.

OCT 23 2013

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 35

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
October 9, 2013 – 7:00 P.M. – Council Chambers

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

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #77737 to #77840 in the amount of \$172,433.91
 - Payroll Checks #56637 to #56747 in the amount of \$256,169.89
- Proposed Interlocal Agreement between the City of Sedro-Woolley and Skagit Transit Re SR20-Cook Road Realignment and Extension Project
- Award of Bid – Police Vehicle – Dwayne Lanes North Cascade Ford
- Resolution 888-13 – Adopting an Interlocal Agreement Creating the Health Care Program with AWC Trust

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

Skagit County Emergency Operations Presentation – Flood Awareness Week

Mark Watkinson – Skagit County Emergency Management, addressed the Council regarding Flood Awareness Week. He reported on their preparations for flood events and presented a hand out from the Comprehensive Emergency Plan of an Organizational Diagram and a Command Co-ordination Diagram. He highlighted training as a result of the bridge collapse and entertained questions from Council.

Councilmember Lemley arrived at 7:04 P.M.

Public Comment

Troy Erwin – 124 N. Reed, addressed the Council noting he was a WWII veteran and requested consideration of a resolution from the Council regarding the treatment by the government of Afghanistan veterans. He also questioned what the AWC Trust is and commented on the critical area ordinance regarding shorelines.

Phil Murray – 223 State Street, addressed parking problems in Sedro-Woolley. He specifically spoke of the area at Eastern and Woodworth within the railroad right away and requested clean up in that area as it is the first thing people see when they come into the City.

Judy Haugness – 401 Warner, questioned the status of the permit and the stop work order, occupancy limitation and parking of the Oxford House.

Discussion ensued regarding parking, permitted resident parking only on Talcott and equal application of rules.

Susan Bishop – 402 Talcott, questioned permit parking on Talcott and commented on activity within neighborhood.

City Supervisor/Attorney Berg commented regarding the Sedro Woolley Police Department drug enforcement efforts and their highly impressive record.

Patsy Burke – 286 Klinger St., gave a thank you to Police and Fire personnel as well as all City Staff. She thanked Mayor Anderson for coming to her neighborhood to assess the concerns she expressed at the last Council meeting. She also thanked Luigi's crew for the painting of the curbs. Burke addressed the staffing of the Police Department and encouraged Council consideration of additional police officers. She also spoke of a Volunteer Citizens Patrol to enforce minor violations.

Jennifer Aylor – 437 Warner St, addressed the Oxford House within her neighborhood and spoke of a dear friend of whom the Oxford House enabled him to turn his life around. She noted the program is pretty powerful.

Councilmember Wagoner – commented on meeting the members of the Oxford House.

Rick Mogul – Washington Outreach Service Representatives for Oxford House Inc. He noted he oversees 61 houses from South King County to Bellingham. He reviewed the rules set forth within the house and explained the program in detail. He noted they are planning to hold an open house once the house is completed. He also noted there are currently seven residents with plans of nine residents once the basement is completed. Mogul addressed parking concerns and entertained questions from the audience.

PUBLIC HEARINGS

Parking Restrictions (limited hours) in the State Street City Parking Lot

City Supervisor/Attorney Berg introduced the request for a modification of the City parking lot on State Street. The request is to transition the lot from an all day/overnight lot to a customer lot. The change would support the future redevelopment of the downtown and the location of an anchor grocery store within the vicinity. He noted the resolution would become effective in April 2014. Berg noted the resolution would allow the proposed Woolley Market to move from concept to reality in which parking is currently viewed as a problem. As the market becomes developed they are looking for some assurance that parking would be available for their patrons. Berg stated that this

would be the first business of its kind to both serve the community and drawing visitors to the downtown. He also stated the action requires a public hearing to be held.

Councilmember Loy requested an explanation on the difference between an ordinance and resolution. Berg noted that SWMC 10.44.190 stated Council will make further restrictions of city parking lots by resolution. Normally an ordinance changes law and a resolution establishes policy.

Council discussion ensued regarding consideration of a split parking for employee and limited parking, available parking, reconfigure to increase parking potential, limited time parking and enforcement.

Will Honea – 28022 Buchanan Rd., reviewed the history of the purchase of the lot by the Chamber of Commerce in 1984. He noted the deed is very straight forward.

Mayor Anderson opened the public hearing at 8:04 P.M.

Pola Kelley – 407 State St , Executive Director of the Chamber of Commerce addressed the Council noting that the Chamber board voted to support change for the parking lot from unlimited parking to a 3 hour limit. She noted the Chamber's stance is for encouraging new business as a primary goal. She spoke of deed restrictions and stated that promoting business activity is in all of our best interest.

Discussion ensued regarding open parking lots and merchants should encourage employees to park elsewhere.

Jennifer Aylor – 437 Warner St., – Planning Commission member noted the Planning Commission has held many discussions on parking. She also addressed the Co-op in Mount Vernon as being an anchor store in downtown Mount Vernon and their parking problems are a perceived problem.

Councilmember Galbraith commented that business attracts business and is needed in our community.

Elizabeth Fernando – 508 Creek Ln., expressed that the creation of the Woolley Market as a catalyst to revitalize downtown. She noted it will give the merchants a sense of excitement and pride.

Phil Murray – 223 State St., owner of the building where the Hair Factory is located commented on parking issues with the tavern next door. He believes parking problems will snowball and expressed concern with the plan.

Will Honea – addressed the Council on behalf of Woolley Market LLC. He stated things are looking promising and this action is necessary for the investors to continue. He encouraged Council pass the resolution and make it happen.

Troy Erwin – questioned how extensively the time limit was explored and what the penalties for over parking would be.

Phil Murray – questioned the status of the old Market Place and commented that if a new grocery store would be build they would be required to put in their own parking.

Mayor Anderson closed the public hearing at 8:22 P.M.

Councilmember Sandström moved to adopt Resolution No. 889-13 A Resolution Limiting the Time for Vehicles to Park in the City Parking Lot on State Street to Three Hours. Seconded by Councilmember Wagoner.

Council discussion ensued regarding the need to manage facilities, who is the parking lot for and the original intent of the parking lot being employee parking.

Motion carried (7-0).

OLD BUSINESS

Continuation of Discussion of I-502 Implementation

City Supervisor/Attorney Berg noted Council was provided a map showing the 1000 foot buffer to publically owned parks and licensed day care facilities. He noted the Houser Playfields were removed because it is not considered a park since it is not yet developed and the Cemetery was removed as well. He also noted the City is not the final arbiter of the buffer, it will be reviewed by the Liquor Control Board and requested direction from the Council.

Discussion ensued regarding number of retail outlets, production within residential, production limits, three processes being retail, production and processing, limited window after rules become effective from Liquor Control Board and distances from schools.

The consensus of the Council was to consider restrictions on producers and processors.

NEW BUSINESS

Shoreline Master Program Update

Planning Director Coleman presented the Shoreline Master Program which is a required zoning/comprehensive plan/ critical areas ordinance for the areas in the shoreline jurisdiction. He referred to a color map at the end of the material to show the area is at Riverfront Park. Coleman reviewed the process of open meeting and public hearings. He requested Council provide preliminary approval of the document in order to proceed with the review by Department of Ecology. After the review by Department of Ecology the document would come back to Council for final review.

Council discussion ensued regarding 1400 linear feet along river and land in the flood way, approval in theory, process, documents taking people's property rights away and the public process.

Councilmember Storrs moved to approve Resolution No. 890-13 A Resolution of the City Council of the City of Sedro-Woolley Approving the Proposed Sedro-Woolley shoreline Master Program Comprehensive Update. Seconded by Councilmember Wagoner. Motion carried (6-1, Councilmember Splane Opposed).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Wood – Thanked Pasty Burke for her comments. He also spoke of volunteer police programs noting the parking enforcement is best handled by Police Officers. Wood noted the Department continues to work on a plethora of issues. They have noticed the kids hanging out at the gazebo have relocated to Memorial Park.

Fire Chief Klinger – announced the Survey Rating Bureau will be here on October 28th to begin their review. He stated he has contacted PUD so they will be ready with their information. He also announced the upcoming Boot to Burn Dinner and Auction to benefit the Phoenix Foundation noting that tickets are still available.

Planning Director Coleman – reported the Planning Commission has been working on the Housing Element. He also reported on the progress of the Roller Derby compliance issues and announced the upcoming Cycle Cross Events on October 26th at the Northern State area.

Public Works Director Freiberger – reported the SR 9 Bicycle/Pedestrian project is complete and complimented David Lee for his role on the project. He also reported on the progress of the SR20/Cook Road project with a potential reopening of Cook Road by Friday of next week. The project appears to be ahead of schedule and is coming along well. Freiberger presented a request for authorization of a change order to add the Schedule E Pavement for Bingham Park.

Councilmember Storrs moved to approve Change Order No. 8. Seconded by Councilmember Sandström. Motion carried (7-0).

Public Works Director Freiberger then reported on the sewer project on Ball and Waldron Streets which will be complete in approximately 3 weeks.

City Supervisor/Attorney Berg – reported the State Auditors have completed their financial review. Berg noted that next year will be a complete audit with both financial and compliance and the City has elected not to have an exit conference as there were no issues. He also noted the contract prosecutors will not be renewing their contract for 2014. A new agreement for a contract prosecutor will be brought forward at the next Council meeting.

Councilmember Sandström – addressed zoning of the lot across from the High School.

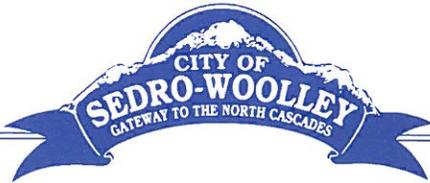
Councilmember Wagoner – questioned Mr. Mogul of the Oxford House their stance on marijuana now that it has become legal. Mogul noted that it is not allowed within the rules of the house just as alcohol.

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

The meeting adjourned at 9:31 P.M.

OCT 23 2013

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



DATE: October 23, 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 October 23, 2013.

Motion to approve Claim Checks #77841 to #77943 in the amount of \$1,152,999.55.

Motion to approve Payroll Checks #56748 to #56854 in the amount of \$186,696.06.

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

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 10/23/2013 (Printed 10/18/2013 11:05)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
77841	BLUNT, TAMARA	TRAVEL	PD	28.00
		WARRANT TOTAL		28.00
77842	FLOYD, WINNIE	MEALS/TRAVEL-NON TRAINING	PD	28.00
		WARRANT TOTAL		28.00
77843	ALL-PHASE ELECTRIC	OPERATING SUP - CITY HALL	PK	165.33
		WARRANT TOTAL		165.33
77844	APPLIED INDUSTRIAL TECH	MAINT OF GENERAL EQUIP	SWR	233.47
		WARRANT TOTAL		233.47
77845	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	4.60
		MISC-LAUNDRY	ST	4.60
		LAUNDRY	SWR	8.21
		LAUNDRY	SWR	8.21
		WARRANT TOTAL		25.62
77846	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	3,738.63
		WARRANT TOTAL		3,738.63
77847	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	1,441.69
		AUTO FUEL/DIESEL	FD	902.71
		AUTO FUEL/DIESEL	PK	20.00
		AUTO FUEL/DIESEL	ST	289.55
		AUTO FUEL/DIESEL	SWR	128.15
		AUTO FUEL/DIESEL	SAN	106.16
		AUTO FUEL/DIESEL	SAN	123.43
		WARRANT TOTAL		3,011.69
77848	BAY CITY SUPPLY	OPERATING SUP - CITY HALL	PK	109.23
		WARRANT TOTAL		109.23
77849	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	44.88
		WARRANT TOTAL		44.88
77850	BOULDER PARK, INC	SOLIDS HANDLING	SWR	3,071.93
		WARRANT TOTAL		3,071.93
77851	BRABER EQUIPMENT LTD.	EQUIPMENT	ST	263.98
		EQUIPMENT	ST	256.80-
		EQUIPMENT	ST	6.42-
		WARRANT TOTAL		.76
77852	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	PD	12.15
		PUBLIC UTILITIES	FD	108.63
		UTILITIES-COMMUNITY CTR	PK	10.60
		UTILITIES-SENIOR CENTER	PK	47.94
		UTILITIES-HAMMER SQUARE	PK	13.72
		UTILITIES - SHOP	PK	8.50
		UTILITIES - SHOP	PK	20.71
		PUBLIC UTILITIES-CITY HALL	PK	176.78

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTILITIES	ST	10.60
		PUBLIC UTILITIES	ST	3.65
		PUBLIC UTILITIES	LIB	19.94
		PUBLIC UTILITIES	SWR	48.14
		PUBLIC UTILITIES	SAN	46.39
		WARRANT TOTAL		527.75
77853	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	220.40
		WARRANT TOTAL		220.40
77854	CONCRETE NOR'WEST, INC.	CONTRACTED OVERLAY	ST	1,304.69
		CONTRACTED OVERLAY	ST	2,298.56
		WARRANT TOTAL		3,603.25
77855	CRYSTAL SPRINGS	OPERATING SUPPLIES	SWR	32.29
		WARRANT TOTAL		32.29
77856	CUES	MAINTENANCE OF LINES	SWR	299.62
		WARRANT TOTAL		299.62
77857	DAVID EVANS & ASSOC INC	PROFESSIONAL SERVICES	ENG	6,365.00
		CONST-SR20/COOK REALIGN	ART	69,557.81
		WARRANT TOTAL		75,922.81
77858	DEMCO INC.	SUPPLIES	LIB	166.79
		WARRANT TOTAL		166.79
77859	DWAYNE LANE'S NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	48.78
		REPAIR & MAINT - AUTO	PD	1,469.55
		WARRANT TOTAL		1,518.33
77860	EDM PUBLISHERS	MISC-DUES	INSP	98.78
		WARRANT TOTAL		98.78
77861	E & E LUMBER	OPERATING SUP - PARKS SHOP	PK	4.57
		OPERATING SUP - PARKS SHOP	PK	13.30
		OPERATING SUP - MEMORIAL	PK	3.35
		OPERATING SUP - MEMORIAL	PK	29.78
		OPERATING SUP - MEMORIAL	PK	13.38
		REPAIR/MAINT-CITY HALL	PK	14.20
		OPERATING SUPPLIES	ST	31.97
		REPAIR/MAINT-STREETS	ST	9.00
		MISC-LAUNDRY	ST	131.61
		MISC-LAUNDRY	ST	11.91
		WARRANT TOTAL		263.07
77862	ECONOMY FENCE CENTER	REPAIR/MT-HAMMER SQUARE	PK	1,456.64
		OTHER IMPROVEMENTS	SAN	3,140.70
		WARRANT TOTAL		4,597.34
77863	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	146.00
		PROFESSIONAL SERVICES	SWR	168.00

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 10/23/2013 (Printed 10/18/2013 11:05)

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	314.00
77864	FABER CONSTRUCTION CORP	CONST SR9 LUCAS/PK COTTAGE AST	216,947.45
		CONST SR9 LUCAS/PK COT PUD ART	4,835.60
		CONST-SR9 MCGARG/SUMR MEAD AST	86,760.25
		WARRANT TOTAL	308,543.30
77865	PASTENAL COMPANY	OPERATING SUPPLIES ERR	210.41
		WARRANT TOTAL	210.41
77866	FEDERAL CERTIFIED HEARING	PROFESSIONAL SERVICES PD	20.00
		PROF SERVICE-MEDICAL EXAMS FD	20.00
		WARRANT TOTAL	40.00
77867	GLEASON, JOHN M.	PROSECUTING ATTORNEY LGL	2,500.00
		WARRANT TOTAL	2,500.00
77868	FRONTIER	TELEPHONE JUD	36.30
		TELEPHONE EXE	54.45
		TELEPHONE FIN	54.45
		TELEPHONE LGL	24.20
		TELEPHONE IT	18.15
		TELEPHONE PLN	18.15
		TELEPHONE ENG	42.35
		TELEPHONE PD	182.12
		TELEPHONE FD	66.55
		POSTAGE INSP	18.15
		TELEPHONE PK	12.10
		TELEPHONE ST	6.05
		TELEPHONE LIB	30.25
		TELEPHONE SWR	48.40
		TELEPHONE SAN	24.20
		WARRANT TOTAL	635.87
77869	GUARDIAN SECURITY	PROFESSIONAL SERVICES PD	210.00
		FIRE/THEFT PROTECTION FD	165.00
		OPERATING SUP - COMM CENTER PK	165.00
		OPERATING SUP - SENIOR CTR PK	165.00
		OPERATING SUP - CITY HALL PK	270.00
		REPAIR/MT-SENIOR CENTER PK	281.59
		REPAIR/MAINT-CITY HALL PK	205.77
		OPERATING SUPPLIES SWR	210.00
		WARRANT TOTAL	1,672.36
77870	GUYLINE CONSTRUCTION, INC	OPERATING SUP - RIVERFRONT PK	5.95
		WARRANT TOTAL	5.95
77871	H.B. JAEGER CO. LLC	CONTRACTED OVERLAY ST	77.97
		WARRANT TOTAL	77.97
77872	HACH COMPANY	OPERATING SUPPLIES SWR	221.98
		OPERATING SUPPLIES SWR	122.97

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	344.95
77873	HONEY BUCKET	UTILITIES-PORTABLE TOILETS PK	75.00
		WARRANT TOTAL	75.00
77874	INDUSTRIAL MOWING & SPRAYING	CONTRACTED SERVICES SWTR	6,095.00
		CONTRACTED SERVICES SWTR	7,422.32
		WARRANT TOTAL	13,517.32
77875	INGRAM LIBRARY SERVICES	BOOKS & MATERIALS LIB	12.80
		BOOKS & MATERIALS LIB	484.80
		BOOKS & MATERIALS LIB	22.58
		BOOKS & MATERIALS LIB	71.02
		WARRANT TOTAL	591.20
77876	JACOBS, LEO	EMPLOYEE WELLNESS SAN	180.00
		WARRANT TOTAL	180.00
77877	JOB SHOP INC. (THE)	CONTAINERS SAN	1,677.04
		CONTAINERS SAN	945.32
		WARRANT TOTAL	2,622.36
77878	KCDA PURCHASING COOPERATIVE	SUPPLIES FIN	306.26
		WARRANT TOTAL	306.26
77879	KESSELRING'S	EQUIPMENT SI	1,786.95
		WARRANT TOTAL	1,786.95
77880	LADIES HOME JOURNAL	BOOKS & MATERIALS LIB	9.99
		WARRANT TOTAL	9.99
77881	LASLEY, RHONDA	AUTO FUEL PD	54.85
		WARRANT TOTAL	54.85
77882	LAZARON, JOANN	EMPLOYEE WELLNESS (EDUC) EXE	19.48
		WARRANT TOTAL	19.48
77883	LIBRARY STORE, INC.,	SUPPLIES LIB	170.53
		WARRANT TOTAL	170.53
77884	LOGGERS AND CONTRACTORS	REPAIR/MAINTENANCE-EQUIP ST	177.85
		WARRANT TOTAL	177.85
77885	MCCANN, WILLIAM R.	INDIGENT DEFENDER LGL	3,000.00
		WARRANT TOTAL	3,000.00
77886	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS ST	490.80
		WARRANT TOTAL	490.80
77887	MOORE, JACK R.	PROFESSIONAL SERVICES INSP	808.89
		WARRANT TOTAL	808.89

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
77888	NEOFUNDS BY NEWPOST	OPERATING RENTALS/LEASES	FIN	5.84
		POSTAGE	PLN	5.83
		POSTAGE	ENG	5.83
		POSTAGE	PD	5.84
		POSTAGE	FD	5.83
		POSTAGE	INSP	5.83
		WARRANT TOTAL		35.00
77889	OASYS	OPERATING RENTALS/LEASES	FIN	642.90
		SUPPLIES/BOOKS	PLN	372.42
		SUPPLIES	ENG	744.82
		OFF/OPER SUPPS & BOOKS	INSP	372.42
		WARRANT TOTAL		2,132.56
77890	OFFICE DEPOT	NETWORK HARDWARE	IT	292.11
		SUPPLIES/BOOKS	PLN	29.06
		SUPPLIES	ENG	29.07
		OFF/OPER SUPPS & BOOKS	INSP	29.07
		WARRANT TOTAL		379.31
77891	ORCA PACIFIC INC.	OP SUPPLIES-CHEMICALS	SWR	493.63
		WARRANT TOTAL		493.63
77892	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	162.40
		WARRANT TOTAL		162.40
77893	PEOPLES BANK	CONST SR9 LUCAS/PK COTTAGE AST		11,418.28
		CONST SR9 LUCAS/PK COT PUD ART		234.06
		CONST-SR9 MCGARG/SUMR MEAD AST		4,566.33
		WARRANT TOTAL		16,218.67
77894	PENN VALLEY PUMP CO., INC.	MAINT OF GENERAL EQUIP	SWR	891.75
		WARRANT TOTAL		891.75
77895	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	88.32
		BOOKS & MATERIALS	LIB	8.12
		WARRANT TOTAL		96.44
77896	PITNEY BOWES, INC.	OPERATING RENTALS/LEASES	FIN	44.80
		OPERATING RENTALS/LEASES	FIN	4.75
		REPAIR & MAINTENANCE	FIN	731.44
		REPAIR & MAINTENANCE	FIN	306.21-
		REPAIR & MAINTENANCE	FIN	425.23-
		POSTAGE	PLN	44.79
		POSTAGE	PLN	4.75
		POSTAGE	ENG	44.79
		POSTAGE	ENG	4.75
		POSTAGE	PD	44.80
		POSTAGE	PD	4.75
		POSTAGE	FD	44.80
		POSTAGE	FD	4.75
		POSTAGE	INSP	44.79

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 10/23/2013 (Printed 10/18/2013 11:05)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		POSTAGE	INSP	4.75
		WARRANT TOTAL		297.27
77897	PLATT	MAINT OF GENERAL EQUIP	SWR	168.80
		WARRANT TOTAL		168.80
77898	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	19.35
		UTILITIES-RIVERFRONT	PK	292.64
		UTILITIES-TRAIN	PK	22.08
		UTILITIES-HAMMER SQUARE	PK	147.63
		UTILITIES-BINGHAM/MEMORIAL	PK	40.87
		UTILITIES - OTHER	PK	37.73
		PUBLIC UTILITIES-CITY HALL	PK	537.57
		PUBLIC UTILITIES	CEM	38.19
		PUBLIC UTILITIES	ST	44.01
		PUBLIC UTILITIES	LIB	38.19
		PUBLIC UTILITIES	SWR	207.86
		PUBLIC UTILITIES	SAN	37.73
		WARRANT TOTAL		1,463.85
77899	PUMPTECH INC.	MACHINERY & EQUIP	SWR	2,566.66
		WARRANT TOTAL		2,566.66
77900	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST	3,137.25
		WARRANT TOTAL		3,137.25
77901	REICHHARDT & EBE ENG, INC	CONST SR9 LUCAS/PK COTTAGE	AST	2,453.99
		WARRANT TOTAL		2,453.99
77902	RONK BROTHERS, INC.	OPERATING SUP - SENIOR CTR	PK	139.16
		OPERATING SUP - LIBRARY	PK	139.17
		OPERATING SUP - HAMMER SQ	PK	63.90
		WARRANT TOTAL		342.23
77903	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	68.38
		WARRANT TOTAL		68.38
77904	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	CEM	1.93
		OPERATING SUPPLIES	SAN	9.06
		OPERATING SUPPLIES	SAN	56.32
		WARRANT TOTAL		67.31
77905	SEDRO-WOOLLEY VETERINARY CARE	VETERINARY SERVICES	PD	115.00
		WARRANT TOTAL		115.00
77906	SEDRO-WOOLLEY RIDING CLUB	S-W RIDING CLUB	HOT	2,000.00
		WARRANT TOTAL		2,000.00
77907	SIEMENS WATER TECHNOLOGIES LLC	MAINT OF GENERAL EQUIP	SWR	4,300.00
		WARRANT TOTAL		4,300.00
77908	SEVEN SISTERS, INC.	MAINT OF GENERAL EQUIP	SWR	81.47

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	81.47
77909	SIGNATURE FORMS INC.	SUPPLIES LGS	28.85
		SUPPLIES JUD	2.89
		SUPPLIES EXE	2.89
		SUPPLIES FIN	23.08
		OFFICE SUPPLIES LGL	2.89
		OFFICE/OPERATING SUPPLIES IT	2.88
		SUPPLIES/BOOKS PLN	2.89
		SUPPLIES ENG	17.31
		OFFICE/OPERATING SUPPLIES PD	83.66
		OPERATING SUPPLIES FD	43.27
		OFF/OPER SUPPS & BOOKS INSP	2.89
		OPERATING SUPPLIES PK	14.42
		OFFICE SUPPLIES CEM	2.89
		OPERATING SUPPLIES ST	14.42
		OPERATING SUPPLIES LIB	17.31
		OFFICE SUPPLIES SWR	2.89
		OPERATING SUPPLIES SAN	23.08
		WARRANT TOTAL	288.51
77910	SJOSTROM LAW OFFICE	PROFESSIONAL SERVICES LGL	648.00
		MISC-FILING FEES/LIEN EXP SWR	2,137.34
		MISC-FILING FEES/LIEN EXP SAN	1,019.35
		OPERATING SUPPLIES SWTR	131.53
		WARRANT TOTAL	3,936.22
77911	SKAGIT COUNTY AUDITOR	VOTER REGISTRATION COSTS LGS	7,430.52
		WARRANT TOTAL	7,430.52
77912	SKAGIT CD	CONTRACTED SERVICES SWTR	733.21
		WARRANT TOTAL	733.21
77913	SKAGIT CO. DISTRICT COURT	DISTRICT COURT SURCHARGE JUD	1,719.00
		WARRANT TOTAL	1,719.00
77914	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB. JUD	1,100.00
		WARRANT TOTAL	1,100.00
77915	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL SAN	41,394.32
		WARRANT TOTAL	41,394.32
77916	SKAGIT CO. COMMUNITY SERVICES	SK CTY SUBSTANCE ABUSE ALC	2,384.55
		WARRANT TOTAL	2,384.55
77917	SKAGIT COUNTY SHERIFF	PRISONERS PD	12,697.80
		PRISONERS PD	8,277.43
		WARRANT TOTAL	4,420.37
77918	SKAGIT FARMERS SUPPLY	KENNEL IMPROVEMENTS DOG	9.08
		OPERATING SUPPLIES SAN	64.96
		WARRANT TOTAL	74.04

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
77919	SKAGIT HYDRAULICS, INC.	OPERATING SUPPLIES	SAN	92.75
		WARRANT TOTAL		92.75
77920	SKAGIT REGIONAL CLINICS	PROF SERVICE-MEDICAL EXAMS	FD	145.00
		WARRANT TOTAL		145.00
77921	SKAGIT DV & SA SERVICES	SK DOMESTIC VIOLENCE	DOM	213.30
		WARRANT TOTAL		213.30
77922	SKAGIT PUBLISHING	LEGAL PUBLICATIONS	LGS	45.00
		LEGAL PUBLICATIONS	SWR	357.62
		WARRANT TOTAL		402.62
77923	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	154.82
		WARRANT TOTAL		154.82
77924	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	103.90
		OFFICE/OPERATING SUPPLIES	PD	28.07
		WARRANT TOTAL		131.97
77925	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
77926	STRIDER CONST. CO INC.	CONST-SR20/COOK REALIGN	ART	543,616.18
		WARRANT TOTAL		543,616.18
77927	TRUE VALUE	OFFICE/OPERATING SUPPLIES	PD	22.23
		OPERATING SUPPLIES	FD	5.95
		OPERATING SUP - COMM CENTER	PK	22.73
		OPERATING SUP - CITY HALL	PK	142.83
		OPERATING SUPPLIES	ST	104.71
		SMALL TOOLS/MINOR EQUIP	ST	5.95
		SMALL TOOLS/MINOR EQUIP	ST	12.99
		OPERATING SUPPLIES	SAN	105.09
		WARRANT TOTAL		422.48
77928	TUCKER, WILLIAM L.	EQUIPMENT	SI	281.26
		WARRANT TOTAL		281.26
77929	ULINE	OPERATING SUPPLIES	SAN	273.91
		OPERATING SUPPLIES	SAN	40.29
		WARRANT TOTAL		233.62
77930	US BANK -- PURCHASE CARDS	EMPLOYEE WELLNESS (EDUC)	EXE	115.85
		REPAIR & MAINTENANCE SUP	IT	21.00
		NETWORK HARDWARE	IT	129.83
		NETWORK HARDWARE	IT	145.15
		TRAVEL	PLN	432.65
		TRAVEL	ENG	12.45
		PRINTING/PUBLICATIONS	PD	67.14
		PRINTING/PUBLICATIONS	PD	30.65
		REPAIR/MAINT-GARAGE	FD	807.17

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		OFF/OPER SUPPS & BOOKS INSP	86.90
		OFF/OPER SUPPS & BOOKS INSP	25.99
		MISC-TUITION/REGISTRATION INSP	467.84
		OPERATING SUP - SENIOR CTR PK	259.47
		REPAIR/MAINT-LIBRARY PK	259.46
		MISC-TUITION/REGISTRATION PK	125.00
		OPERATING SUPPLIES ST	26.00
		MISC-DUES/SUBSCRIPTIONS ST	375.00
		SUPPLIES LIB	191.80
		SUPPLIES LIB	17.37
		COMMUNITY GRANT PROGRAM LIB	2,370.69
		COMMUNITY GRANT PROGRAM LIB	605.00
		REPAIR/MAINTENANCE-EQUIP LIB	95.19
		BOOKS & MATERIALS LIB	165.61
		BOOKS & MATERIALS LIB	306.94
		EQUIPMENT SI	316.24
		EQUIPMENT SI	1,099.00
		MISC-TUITION/REGISTRATION SWR	500.00
		OPERATING SUPPLIES SAN	26.00
		OFFICE SUPPLIES SAN	158.78
		TRAINING SAN	500.00
		WARRANT TOTAL	9,740.17
77931	UPS	POSTAGE PD	1.12
		POSTAGE FD	13.06
		WARRANT TOTAL	14.18
77932	VALLEY FREIGHTLINER INC	MAINTENANCE OF VEHICLES SWR	664.71
		WARRANT TOTAL	664.71
77933	VAN'S EQUIPMENT RENT. INC	CONTRACTED OVERLAY ST	742.08
		WARRANT TOTAL	742.08
77934	VICTORIA	BOOKS & MATERIALS LIB	36.00
		WARRANT TOTAL	36.00
77935	VISION FORMS, LLC	POSTAGE SWR	1,594.60
		POSTAGE SWR	1,602.35
		POSTAGE SAN	760.51
		POSTAGE SAN	764.20
		POSTAGE SWTR	98.12
		POSTAGE SWTR	98.59
		WARRANT TOTAL	4,918.37
77936	WA STATE DEPT OF L & I	INDUSTRIAL INSURANCE PLN	2.59
		INDUSTRIAL INSURANCE PD	48.21
		INDUSTRIAL INSURANCE PD	460.18
		INDUSTRIAL INSURANCE PD	286.14
		WARRANT TOTAL	797.12
77937	WA STATE DEPT OF REVENUE	OFFICE/OPERATING SUPPLIES CWP	18.50
		NETWORK HARDWARE IT	244.64

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PRINTING/PUBLICATIONS	PD	2.82
		OPERATING SUPPLIES	FD	30.47
		REPAIRS/MAINT-EQUIP	FD	5.09
		TAXES AND ASSESSMENTS	PK	67.13
		TAXES AND ASSESSMENTS	CEM	235.69
		REPAIR/MAINTENANCE-EQUIP	ST	.86
		TAXES & ASSESSMENTS	LIB	13.73
		BOOKS & MATERIALS	LIB	62.85
		MAINTENANCE OF BUILDINGS	SWR	5.15
		TAXES & ASSESSMENTS	SWR	4,953.28
		OPERATING SUPPLIES	SAN	11.98
		TAXES & ASSESSMENTS	SAN	5,667.49
		WARRANT TOTAL		11,319.68
77938	WA STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	99.00
		PROFESSIONAL SERVICES	INSP	10.00
		WARRANT TOTAL		109.00
77939	WA ST DEPT OF ENTERPRISE SVC	SOFTWARE LICENSES/SUPPORT	ENG	1,945.11
		WARRANT TOTAL		1,945.11
77940	WASHINGTON FEDERAL	CONST-SR20/COOK REALIGN	ART	28,611.38
		WARRANT TOTAL		28,611.38
77941	WASTE MANAGEMENT OF SKGT	RECYCLING - HOUSEHOLD	SAN	8,560.38
		WARRANT TOTAL		8,560.38
77942	WEST PAYMENT CTR	WESTLAW SERVICES	LGL	241.88
		WARRANT TOTAL		241.88
77943	WOOD'S LOGGING SUPPLY INC	OPERATING SUPPLIES	ST	12.99
		SMALL TOOLS/MINOR EQUIP	ST	11.90
		SAFETY EQUIPMENT	ST	35.63
		WARRANT TOTAL		60.52
		RUN TOTAL		1,152,999.55

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
10/23/2013 (Printed 10/18/2013 11:05)

PAGE 11

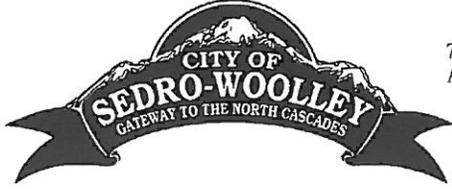
FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	52,381.08
101	PARK FUND	5,600.23
102	CEMETERY FUND	278.70
103	STREET FUND	9,377.96
104	ARTERIAL STREET FUND	969,001.33
105	LIBRARY FUND	5,005.82
108	STADIUM FUND	2,000.00
109	SPECIAL INVESTIGATION FUND	3,483.45
111	DOG FUND	9.08
401	SEWER FUND	25,343.86
412	SOLID WASTE FUND	65,728.86
425	STORMWATER	14,578.77
501	EQUIPMENT REPLACEMENT FUND	210.41
TOTAL		1,152,999.55

CITY OF SEDRO-WOOLLEY
SORTED TRANSACTION WARRANT REGISTER
10/23/2013 (Printed 10/18/2013 11:05)

DEPARTMENT	AMOUNT
001 000 011	7,504.37
001 000 012	5,586.19
001 000 013	192.67
001 000 014	1,302.48
001 000 015	6,435.47
001 000 017	853.76
001 000 019	913.13
001 000 020	9,211.48
001 000 021	13,439.10
001 000 022	2,368.28
001 000 024	1,976.30
001 000 065	213.30
001 000 066	2,384.55
FUND CURRENT EXPENSE FUND	52,381.08
101 000 076	5,600.23
FUND PARK FUND	5,600.23
102 000 036	278.70
FUND CEMETERY FUND	278.70
103 000 042	9,377.96
FUND STREET FUND	9,377.96
104 000 042	969,001.33
FUND ARTERIAL STREET FUND	969,001.33
105 000 072	5,005.82
FUND LIBRARY FUND	5,005.82
108 000 019	2,000.00
FUND STADIUM FUND	2,000.00
109 000 021	3,483.45
FUND SPECIAL INVESTIGATION FUND	3,483.45
111 000 021	9.08
FUND DOG FUND	9.08
401 000 035	25,343.86
FUND SEWER FUND	25,343.86
412 000 037	65,728.86
FUND SOLID WASTE FUND	65,728.86
425 000 031	14,578.77
FUND STORMWATER	14,578.77
501 000 048	210.41
FUND EQUIPMENT REPLACEMENT FUND	210.41
TOTAL	1,152,999.55

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 23 2013



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

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Prosecutor contract
DATE: October 23, 2013

AGENDA PLACEMENT: Consent

ISSUE: Should the Council approve the attached agreement between the City and Teresa Keene for prosecution services in 2014?

BACKGROUND: The City interviewed Teresa Keene (her resume is attached) and negotiated the attached agreement for prosecutorial services in 2014. Our current prosecutor has indicated that he is not interested in extending his contract after December 31, 2013.

The proposed agreement maintains the same cost for this service. I believe Teresa will be a fine addition to our team beginning January 1st.

REQUEST FOR ACTION:

1. Motion to approve the contract.

TERESA KEENE ~ CANYON LAW OFFICE

817 Metcalf, Suite 201 ♦ Sedro Woolley, WA 98284 ♦ (360) 755-3067 ♦ tkeene@canyonlawoffice.com

Admitted Attorney (WA #40045) offering a strong background in general practice work, both criminal and civil.

Solo Practitioner, Canyon Law Office; <http://canyonlawoffice.com>

Extensive background in criminal/DUI, family law, divorce, personal injury

Demonstrated success in negotiating compromise, with prosecutors and opposing attorneys.

PROFESSIONAL AND LEGAL SKILLS

Criminal Defense/DUI

Juvenile Defense

Child Support Enforcement

Dissolution

Landlord/Tenant

Real Estate Transactions

Probate

Wills

Medical Directives

Extensive courtroom time

Writing and research

Advocacy

Leadership

PROFESSIONAL EXPERIENCE

Solo Practitioner: August 1, 2009 to Present

**Canyon Law Office
General Practice Law Firm
Colfax, WA 99111
509-397-3491**

Successful small town general law practice; primarily family law, including dissolutions, parenting plans, child support, contempt, domestic violence, and modifications. Also dependencies, wills, personal injury, DUIs, landlord-tenant, criminal felony and misdemeanor, dependencies, contracts, private mortgages and speeding tickets.

Assistant Public Defender: July 2008 to July, 2009

**Spokane County Public Defender's Office;
John Rodgers, Public Defender
Spokane, WA 99201-2016, (509) 477-4246**

Felony first appearance and Arraignment attorney; covered all in and out of custody first appearances and arraignments for the clients of all felony assistant public defenders, up to 50 representations per day, including 10-30 bond/OR arguments daily.

Deputy Prosecuting Attorney, Family Law Division; August 2007 to July 2008

**Whitman County Prosecutor's Office
Denis Tracy, Prosecutor
Colfax, WA 99111, 509-397-6250.**

Duties were split evenly between my work for Whitman County as Juvenile Deputy Prosecutor, and my work for the State as Child Support Enforcement Deputy Prosecutor for The Division of Children's Services.

- **Juvenile Prosecution:** Made charging decisions on referred juvenile respondents, worked closely with defense attorneys, Juvenile Probation Officers, police officers, Court and respondents in facilitating resolution of cases; conducted first appearances, arraignments, detention hearings, readiness hearings, pleas, deferred prosecutions, and probation violations for misdemeanors and felonies; researched law and cases for

PROFESSIONAL EXPERIENCE (CONTINUED)

purposes of argument, bargaining/negotiation/pre-trial process, advising Juvenile Probation Services.

- **Child Support Enforcement:** Washington State's Division of Children's Services employs Support Enforcement Management Deputies through the counties, and that was my other half-time position under the umbrella of my work as Deputy Prosecutor for Whitman County. Work included filing and prosecuting the following: Civil contempt actions against non-compliant, non-custodial parents referred to me by DCS when collection efforts failed to procure the party's payment of court ordered child support; DCS representation cases involving vacate actions when orders are filed that interfere with a State's interests; modification of child support orders; establishment of paternity and orders of child support.

Legal Intern; March 2006 to December, 2006

**Crary, Clark and Domanico
Spokane, WA 99206
509-926-4900**

- Represented clients in Spokane County District Court primarily for DUI, as well as misdemeanor offenses. Handled in-court negotiations with prosecutors and standard pleas before the Court including plea bargains, bond forfeitures, continuances, etc.
- Negotiated traffic infractions with District and Municipal Court prosecutors outside of court, securing dismissals, amendments of charges, mitigations and deferrals.
- Researched and wrote various briefs, motions, responses and replies.
- Filed all manner of off-docket motions, continuances, etc.
- Helped/handled/dealt with clients in court and on the phone.
- Served process for the office.

Rule 9 Intern; July, 2004 to March, 2006

**Spokane County Public Defenders' Office
Spokane, WA 99260.
509-477-4246**

- Part time, 12-20 hours per week during school year
- Full time summers of 2004, 2005
- Researched and wrote Superior Court briefs regarding felonies, dependencies, misdemeanor and juvenile cases
- Assisted at trial with felony attorney John Hunt Whaley and Spokane Public Defender John Rodgers
 - Assisted with pre-trial depositions
 - Researched and wrote motions, briefs
 - Creation of trial notebooks
 - Client interviews
 - Present to assist at counsel table at trial
- Conducted intake interviews at Spokane County Jail
- Researched and wrote motion for change of venue as well as motion for bench trial, including:
 - creating and serving subpoenas duces tecum on all local newspapers, television and radio stations
 - hounding recalcitrant station chiefs and editors
 - gathering resulting video, audio and print materials and evaluating for bias toward our client
 - Creating statistical data from gathered materials persuasive to our clients needs
- Argued in-custody and out-of-custody arraignments in Superior Court
- Wrote dependency briefs, including ICWA arguments

EDUCATION

GONZAGA UNIVERSITY, SCHOOL OF LAW — Spokane, WA

Juris Doctor, 2007. Honors: Cali Award 2003-2004, LR&W

EASTERN WASHINGTON UNIVERSITY, Cheney, WA

BA in English; minor in Psychology. With honors, 2003; Magna cum laude, Psi Chi

SEDRO WOOLLEY HIGH SCHOOL, Sedro Woolley, WA

Graduated, 1980; Foreign Exchange Student to Denmark Senior year.

OF NOTE AND REFERENCES

Tech Skills

- ◆ Proficient on PC and Mac, all office programs, Lexis Nexis, Westlaw, Casemaker, Keyboarding 75-85 wpm, social media savvy, Android/smart phone
- ◆ **Published author of fiction and non-fiction.**

References:**Mindy Walker, Attorney at Law**

PO Box 928

Port Hadlock WA 98339

1-208-659-8928

walker.mindy@gmail.com**John Snyder, Attorney at Law**

118 South Main St

Colfax, WA 99111

1-509-397-2186

Snyderlawoffices11@gmail.com**Travis Jones, Attorney at Law**

2730 W. Sharp Ave.

Spokane, WA 99201

1-509-999-1087

tjonesmail@gmail.com**Relevant Links:**<http://canyonlawoffice.com>

To view my 2003 and 2004 listings on the CALI website:

<http://www2.cali.org/index.php?fuseaction=excellenceawards.ViewAwardsPublic&school=85&orderby=a.awardyear,%20a.lastname&whereclause=2004&whereclause2=All>

To view EWU's School of Creative Writing website:

<http://www.ewumfa.com/>

To view one of my editorials on "The Market List:"

<http://www.marketlist.com/articles/1/the-birth-of-a-semi-pro-magazine>

To view my book:

<http://www.amazon.com/White-Cats-Lilacs-Essays-American/dp/1574270605>

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of October, 2013, by and between the CITY OF SEDRO-WOOLLEY, acting by and through its City Supervisor/Attorney, hereinafter referred to as the "City," and Teresa Keene, CANYON LAW OFFICE, hereinafter referred to as the "Law Firm."

WHEREAS the City has need of legal services for the provision of a competent attorney to effectively prosecute those people charged by the City with misdemeanors in the Sedro-Woolley Municipal Court, including appeals at all appellate levels and related work; and

WHEREAS the Law Firm has expertise in this area of practice, and is able to provide advice and representation;

NOW, THEREFORE, it is hereby agreed as follows:

1. Legal Services: The Law Firm agrees to provide legal services as described herein, particularly, as the prosecuting attorney for the City of Sedro-Woolley. The Law Firm shall prosecute persons charged with misdemeanors in the Sedro-Woolley Municipal Court using the lawyer's best professional judgment and following the rules of professional conduct and ABA standards for prosecutors. The Law Firm will provide representation of the City in municipal court on infractions and code violations and, as requested, will provide related training to the Sedro-Woolley police Department and will represent the City through all levels of appeals in criminal matters.
2. Service: The Law Firm will make every effort to expedite such legal matters promptly and efficiently according to the highest legal and ethical standards.
3. Term: Services to be provided pursuant to this agreement shall commence on January 1, 2014, and terminate on December 31, 2014. The term of this agreement may be extended upon the mutual agreement of the parties.
4. Fees: For the work under this agreement, the City shall pay the Law Firm as sole compensation for the services performed under this agreement, the sum of \$2,500.00 per month. Additionally, the City agrees to reimburse Law Firm for its actual costs in attending one WSAMA conference in 2014, up to a maximum of \$1,000.00. The City will provide Law Firm with a meeting space at City Hall, access to phone, email and other required communication equipment; and will pay directly for filing fees, postage, witness fees and related administrative costs.
5. Insurance:
 - a) The Law Firm shall have and maintain a professional liability policy of limits of \$100,000 per claim/\$300,000 annual aggregate, and which shall protect the City from liability for counsel's legal malpractice or other negligence.

- b) The deductible for such insurance policy shall not exceed \$2,000 if such insurance policy is written so that defense costs are inside the policy limits.
 - c) The insurance policy must be maintained in full force and effect, uninterrupted, and at no expense to the City, throughout the entire term of the contract. It is the intent of the City that prior acts coverage not be lost through the term of the agreement with the City, including any additional contract terms. The City shall be named as an additionally named insured for covered claims arising from any activity performed by the Candidate by virtue of the contract. The carrier shall be subject to the approval of the City.
6. Services are Personal: The legal services described herein shall be provided by the following attorney: Teresa Keene. The City has entered into this agreement based upon the skills and qualifications of the attorney named above, who will provide the services described herein. While this attorney will be the primary attorney providing such services, the Law Firm may, from time to time, assign other attorneys to provide services with the City's consent as to individuals assigned.
7. Conflict Counsel: The Law Firm will contract with other attorneys to provide services when it is precluded from doing so as a result of a conflict of interest, or other disability. The Law Firm's contract with substitute counsel should include all of the terms included in this contract, excluding only payment terms. The Law Firm shall compensate substitute counsel out of its own funds.
8. Billing Procedures: Billings should be submitted on a monthly basis. Each billing statement should set forth for each date services were performed:

- A brief summary of the services provided;
- The number of hours, or fractions of hours, spent by each provider.

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. In no event shall the total of the City's payment pursuant to this Agreement exceed the amount set forth hereinabove.

9. Interaction with City:

- A. The City Supervisor/Attorney for the City shall be responsible for managing this contract on behalf of the City.

- B. The Law Firm will keep City well informed of all disputes between the Law Firm and its clients represented pursuant to this Agreement. The Law Firm, at such times and such form as the City may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this agreement.

10. Independent Contractor Status: The Law Firm shall at all times perform its duties and responsibilities and carry out all services as an independent contractor.

The Law Firm, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits, and tax certificates. The Law Firm shall maintain a professional liability policy with policy limits as set forth herein to protect Law Firm and the City from losses and claims which may arise out of or result from performance of duties related to this Agreement, including Worker's Compensation and professional liability insurance.

The Law Firm shall obtain a business license under the Sedro-Woolley Municipal Code.

11. Suspension or Termination:

A. Disposal of files upon termination of contract.

B. Disposition of open cases upon termination of contract.

C. City may suspend or terminate the performance of services under this Agreement by written notice to the Law Firm, in whole, or from time to time in part, at the City's discretion based upon Law Firm's violation of the terms of this Agreement.

12. Indemnification: The Law Firm shall indemnify and hold harmless the City, its officials, officers, agents, employees, volunteers, and representatives from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and cost arising out of or occasioned by the negligent performance, negligent acts, and/or omissions by the Law Firm and its employees relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, the Law Firm shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

13. Non-discrimination: The Law Firm agrees to take all necessary and affirmative steps to ensure compliance with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Law Firm shall not discriminate in any employment action or in the representation of any client because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap.

In the event of non-compliance by the Law Firm with any of the non-discrimination provisions of this Agreement, the City will have the right, at its option, to cancel the Agreement in whole or in part by written notice. If the Agreement is canceled after partial performance, the City will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed.

14. Conflict of Interest: In addition to Rule of Professional Conduct 1.7, the Law Firm shall comply with all federal and state conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF SEDRO-WOOLLEY

LAW FIRM

By _____
Mayor signature

By _____
Canyon Law Office
Teresa Keene, WSBA No. 40045

Attest:

Tax ID # _____

Finance Director

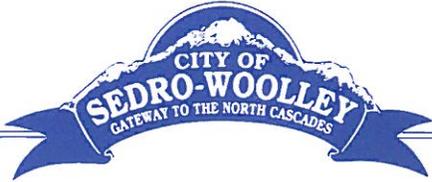
817 Metcalf Street, Suite 201
Sedro-Woolley, WA 98284

Approved as to form:

City Attorney

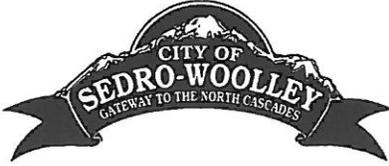
OCT 23 2013

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:



CITY COUNCIL AGENDA
REGULAR MEETING

OCT 23 2013

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

Building and Planning Departments
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

MEMO:

To: City Council
Mayor Anderson

From: John Coleman, AICP *JC*
Planning Director

Date: October 23, 2013

Subject: Moratorium on Recreational Marijuana Producers and Processors

ISSUE

Does Council want to pass a moratorium on recreational marijuana producers and processors so staff and the Planning Commission may work on proposed changes to zoning rules to address where producers and processors shall be allowed?

PROJECT DESCRIPTION / HISTORY

At the October 2 worksession and October 9, 2013 regular meeting, the Council discussed the possible impacts of recreational marijuana retailers, producers (growers) and processors on the Sedro-Woolley community. The Council determined that existing city and state regulations are adequate to address the impacts of retail shops, but changes to the city zoning code are necessary to address producers and processors. The Planning Commission will begin work on proposed zoning changes at its November 19 meeting. The changes to the zoning rules will not be in place ahead of the state timeline for issuing licenses.

The attached ordinance will adopt a moratorium to restrict the city from accepting applications related to the siting of a recreational marijuana producer or processor in the city so the Planning Commission and City Council may proceed with the process of evaluating and amending zoning regulations as necessary.

ATTACHMENTS

Attachment 1 – proposed moratorium

REQUESTED ACTION

Make a motion to adopt Ordinance # _____ to restrict the acceptance of development applications for the siting, establishment, location, permitting, licensing, operation or maintenance of any structures or uses relating to the cultivation of recreational marijuana, production of recreational marijuana or marijuana infused products and processing of recreational marijuana or marijuana infused products so the Planning Department, Planning Commission and City Council may proceed with the process of evaluating and amending zoning regulations as necessary.

Attachment 1

Ordinance NO. _____

Moratorium on Recreational marijuana producers and processors

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY ADOPTING AN MORATORIUM ON THE SITING, ESTABLISHMENT, LOCATION, PERMITTING, LICENSING, OPERATION OR MAINTENANCE OF ANY STRUCTURES OR USES RELATING TO THE CULTIVATION OF RECREATIONAL MARIJUANA, PRODUCTION OF RECREATIONAL MARIJUANA OR MARIJUANA-INFUSED PRODUCTS AND PROCESSING OF RECREATIONAL MARIJUANA OR MARIJUANA-INFUSED PRODUCTS

WHEREAS the voters of Washington State approved Initiative 502 (I-502) in November 2012 providing a framework under which recreational marijuana producers, processors and retailers can become licensed by the State of Washington; and

WHEREAS, under I-502, the Washington State Liquor Control Board (LCB) is directed to develop rules and regulations for the licensing and other regulatory measures for producers (growers), processors and retailers of recreational marijuana; and

WHEREAS, the LCB anticipates to final rules and regulations for the licensing and other regulatory measures for producers (growers), processors and retailers of recreational marijuana to go into effect on November 16, begin accepting applications for licenses on November 18 and begin issuing licenses on December 1, 2013; and

WHEREAS, subsequent to the passage of I-502, the City Council has discussed the potential impacts of the production and processing of recreational marijuana and marijuana-infused products on residential neighborhoods and schools; and

WHEREAS, the City Council finds that a full review of the potential impacts of the production and processing of recreational marijuana and marijuana-infused products on residential neighborhoods and schools serves the best interests of the City and its residents; and

WHEREAS, time is needed for the Planning Commission to hold public hearings on possible changes to the municipal code, make a recommendation to the City Council, and for the City Council to act on a final decision; and

WHEREAS, the City Council has determined that allowing the siting of producers and processors of recreational marijuana without further study of the potential impact on residential neighborhoods and schools is inconsistent with the City's Land Use Policy LU5.6 to ensure that the planning program reflects the basic community values; and

WHEREAS, the City Council finds that it is in the best interest of the public to adopt a moratorium to prohibit the siting, establishment, location, permitting, licensing, operation or maintenance of any structures or uses relating to the cultivation of recreational marijuana, production of recreational marijuana or marijuana infused products and processing of recreational marijuana or marijuana infused products so the

Planning Department, Planning Commission and City Council may proceed with the process of evaluating and amending zoning regulations as necessary; and

WHEREAS, a moratorium, interim zoning map, interim zoning ordinance, or interim official control enacted under RCW 36.70A.390 are methods by which local governments may preserve the status quo so that the new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, RCW 36.70A.390 provides that the City Council may adopt a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, interim zoning map, interim zoning ordinance, or interim official control; and

WHEREAS, in accordance with RCW 36.70A.390, the City held a public hearing on the moratorium on October 23, 2013; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act; and

WHEREAS, the City Council adopts the forgoing as its findings of fact justifying its adoption of this Ordinance;

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES ORDAIN AS FOLLOWS:

Section 1. The City Council hereby adopts the recitals of this ordinance as the findings of fact to support the moratorium established by Sections 2 and 3 of this Ordinance.

Section 2. An moratorium is hereby adopted to restrict acceptance of development applications for the siting, establishment, location, permitting, licensing, operation or maintenance of any structures or uses relating to the cultivation of recreational marijuana, production of recreational marijuana or marijuana infused products and processing of recreational marijuana or marijuana infused products so the Planning Department, Planning Commission and City Council may proceed with the process of evaluating and amending zoning regulations as necessary.

Section 3. The moratorium hereby adopted shall continue in effect for six (6) months from the date the ordinance is adopted. The moratorium may be extended for one or more six (6) month periods in the event that a work plan or further study determines that such an extension is necessary to complete the zoning review process for the siting of recreational marijuana processors and growing operations.

Section 4. If any section, subsection, paragraph, clause or phrase of this ordinance is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 5. That this ordinance shall be in full force and effect after approval by the City Council and thirty (30) days after publication of a summary thereof.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 23th day of October, 2013.

Mike Anderson, Mayor

Attest:

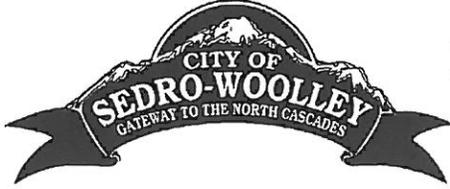
Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 23 2013



7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 6

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: SMART Interlocal
DATE: October 23, 2013

AGENDA PLACEMENT: New Business (1st Reading)

ISSUE: Should the Council approve the attached interlocal agreement between various law enforcement agencies in Skagit County for police services?

BACKGROUND: Chief Wood will provide the background and context for this agreement at the meeting. It is intended to provide an orderly mechanism for sister law enforcement agencies to support one another during specific situations. This type of activity occurs today, but under this new process the SMART team would be more prepared to assist.

REQUEST FOR ACTION:

1. Motion to approve the interlocal agreement.

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

**THE CITY OF ANACORTES, THE CITY OF BURLINGTON,
THE CITY OF MOUNT VERNON, THE CITY OF SEDRO-WOOLLEY
AND SKAGIT COUNTY**

THIS AGREEMENT (“Agreement”) is entered between the City of Anacortes, The City of Burlington; the City of Mount Vernon; the City of Sedro Woolley; and Skagit County in order to use agency investigative resources from various jurisdictions in a planned and concerted fashion that shares supervision, investigative staff, equipment, technology, skills and experience offering the best opportunity for apprehension and successful prosecution; and

WHEREAS each of the parties have authority granted through state or federal law to contract and be contracted with including but not limited to the Interlocal Cooperation Act (Chapter 39.34 RCW) granting additional and supplemental authority authorizing public agencies to enter into agreements for their mutual benefit; and

WHEREAS law enforcement agencies have the responsibility for protecting lives and property and keeping the peace; and

WHEREAS effective law enforcement depends upon the ability of responding officers to take emergency action to protect lives and property and to preserve the peace, without regard to jurisdictional limitations; and

WHEREAS law enforcement agencies face significant challenges in meeting the public’s needs when a major criminal incident such as when a homicide, child abduction, serial arson or sexual predator victimizes the community or when a criminal act or a potential criminal act is alleged against an officer; and

WHEREAS the issues of public trust and organizational credibility require an investigative process that is objective and fair; and

WHEREAS an agency can become overwhelmed by the volume of investigative demands including securing, preserving and processing crime scenes; locating and interviewing witnesses; searching for suspects; documenting, recording and impounding evidence; responding to media and public information requests, etc.; and

WHEREAS experience has shown that delays in the use of law enforcement personnel and facilities have an adverse impact on identifying perpetrators, discovering reliable evidence, and convictions rates; and

WHEREAS a team approach to investigating complex criminal acts offers increased staffing during critical time periods, allows for sharing of equipment and investigative tools that a small agency may not have, and takes advantage of individuals possessing specialized training; and

WHEREAS a team approach also provides an unbiased and competent investigation when police personnel are implicated; and

WHEREAS the adoption of a protocol for the use of resources from multiple agencies will:

- a) Foster public trust by conducting professional and consistent investigations of criminal incidents involving police employees;
- b) Provide a multi-jurisdictional response to criminal or fatal incidents involving police employees;
- c) Provide greater efficiency and effectiveness during large scale criminal acts by employing a multi-disciplinary response; and
- d) Offer flexibility to employ investigative methods and tools that are practical and appropriate for given circumstances.

NOW THEREFORE, the parties agree as follows:

1. PURPOSE. This agreement is intended to adopt protocols for the functioning of a Skagit County Multiple Agency Response Team (hereinafter “SMART” or “Team”) that will conduct or assist in investigations of incidents that will benefit from the use of resources from multiple law enforcement agencies. The SMART will be activated upon the request of a Venue Agency to handle qualifying incidents including, but not limited to:

- a) Intentional and accidental officer-involved shootings, including police tactical incidents involving specialized response teams.
- b) Intentional or accidental use of any other dangerous or deadly weapon.
- c) Felony or serious assaults upon law enforcement officers or assaults on other law enforcement employees who are on duty or are acting in the performance of their duties.
- d) Attempts by law enforcement employees to make arrests or to otherwise gain physical control for a law enforcement purpose, including incidents where a law enforcement officer has applied a use of force on an individual and that individual stops breathing either during the application of force or immediately thereafter;
- e) Any fatal or serious injury in police custody.
- f) Any fatal or serious injury of an inmate at the Skagit County Jail that occurs as a result of the use of force by a jail employee.
- g) Vehicular collisions involving police gunfire directed at the suspect or the suspect vehicle.
- h) Vehicular collisions which result in a serious injury or fatality arising from the use of vehicle(s) by police as a “legal intervention” technique intended to apprehend a suspect. “Legal Intervention” includes vehicle ramming, roadblocks, and forcing a vehicle to alter its course by cutting in front of it or by contact.
- i) Vehicular collisions which involve serious injuries or a fatality that occur during a police pursuit. The serious injury or fatality may be to the suspect, an officer or other third party.

j) Significant criminal events that exhaust an individual agency's resources:

- (1) Crimes of violence such as homicide, aggravated assault, rape, arson, kidnapping, robbery or as determined by the Executive Board;
- (2) Serial crimes involving arson, rape, robbery, burglary, etc.;
- (3) "Crime spree" crimes with similar characteristics occurring in multiple jurisdictions; and
- (4) Activation of an Amber Alert and/or the Child Abduction Response Team when significant investigative resources are required.

Nothing in this agreement is intended to preclude any party from entering into agreements with any law enforcement or specialized service agency for limited or high profile investigations, including:

- a) Officer involved incidents that involved limited scope investigations, including allegations of DUI, misdemeanor assault-DVPA, theft, etc.
- b) Allegations of criminal misconduct against high ranking police staff; and
- c) Any significant crime or incident where the sheriff or the affected jurisdiction's Police Chief, believe seeking aid from another county or agency is appropriate.

The parties agree that use of the SMART for non-officer involved cases is meant for significant criminal events where an agency's resources are or are likely to be exhausted. Utilization of the SMART is not intended as a substitute for costs a Venue Agency could incur by using their own off-duty staff or resources. It is also not intended to defer continuing staff training and development for serious crimes.

2. TREATMENT OF ASSETS AND PROPERTY. No fixed assets or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. Each party shall be responsible for the costs associated with its personnel, including wages, and consumable property, and basic safety equipment to adhere to current WISHA or OSHA blood borne pathogens rules. Participating agencies will work together to ensure the SMART has the non-consumable equipment necessary to support the Team's mission and goals. Any non-routine costs shall be the responsibility of the Venue Agency upon the approval by Venue Agency head.

3. SMART STRUCTURE AND DUTIES. Upon request of the Venue Agency, the SMART will assume control of an investigation into an officer-involved incident where a serious injury or fatality has occurred. When an investigation does not involve an officer or employee but the scope of the incident is beyond a Venue Agency's capability, the Venue Agency may request the SMART to supplement its investigatory efforts.

SMART operations shall be governed by the terms of this agreement and any mutual aid agreements between the participating agencies. The SMART command structure for Officer Involved investigations is depicted in Attachment 1 (SMART Structure). The command structure for supplementing a Venue Agency's investigation is illustrated in Attachment 3 (SMART Structure for Supplemented Investigations), is intended to be flexible depending on agency needs.

Every member assigned to the SMART is subject to his/her own agency's policies and procedures and to any non-conflicting policies and procedures adopted by the Executive Board.

3-1. Executive Board. An Executive Board comprised of representatives of the respective parties is established to administer this Agreement and to coordinate and monitor performance of the SMART. The Executive Board's responsibilities include, but are not limited to: (1) identification of crimes and incidents that qualify for the SMART to conduct or assist in investigations; (2) resolution of disputes arising under this Agreement; (3) coordination of personnel issues, investigative policies, practices, and training standards; (4) maintenance of relations between participating law enforcement departments; and (5) adoption of SMART policies and procedures.

Members of the Executive Board shall include:

- a) Skagit County Sheriff;
- b) Chief of Police, Anacortes Police Department;
- c) Chief of Police, Burlington Police Department;
- d) Chief of Police, Mount Vernon Police Department; and
- e) Chief of Police, Sedro-Woolley.

The Commander, Washington State Patrol for Skagit-Island-Whatcom County shall be invited to participate in Executive Board discussions as a non-voting member.

In the event an officer involved investigation is or becomes an investigation of the Venue Agency's Chief of Police or County Sheriff it shall be deemed ineligible under this Agreement to utilize the SMART. Nothing in this Agreement shall prevent a Venue Agency from entering into agreements with any law enforcement or specialized service agency to assist or conduct such investigations.

3-2. Skagit County Prosecuting Attorney. The Skagit County Prosecuting Attorney shall be the legal advisor for the SMART.

3-3. SMART Command.

- a) **SMART Commander:** The Executive Board shall appoint a SMART Commander, a law enforcement officer of command rank from one of the participating law enforcement agencies, for a term of two years. Selection criteria shall include a consideration of training, experience, skills and abilities. The Commander's responsibilities are provided in Attachment 2 (Command Structure and Personnel)
- b) **Assistant SMART Commander:** The Executive Board shall also appoint an Assistant Commander, a law enforcement officer of command rank from one of the participating law enforcement agencies. To provide for an overlap of experience at the command level, the term of appointment for the initial Assistant Commander will be for one year, with two year terms used thereafter. Selection criteria shall include a consideration of training, experience, skills and abilities. The Assistant Commander's responsibilities are provided in Attachment 2 (Command Structure and Personnel).

4. INVESTIGATION TEAM STRUCTURE AND DUTIES.

4-1. **Commander**. The SMART Commander is responsible for all aspects of an investigative response when SMART is activated for an officer/employee involved incident to include situational assessment, developing investigative priorities and objectives, and operations management. If SMART is requested to assist with an investigation that exceeds a Venue Agency's capabilities but doesn't involve an officer/employee the Venue Agency's Investigation's Commander may remain in charge and the Commander will provide support as requested or able. Nothing precludes the Commander from assuming these responsibilities if the Venue agency requests. Responsibilities are provided in Attachment 4 (Investigation Team Personnel and Responsibilities).

4-2. **Assistant Commander**. When required by the scope of an investigation, the Assistant Commander shall assist the Commander and shall assume the duties of the Commander in his/her absence. In a SMART controlled investigation, the Assistant Commander shall serve as the Assistant Commander. When the Venue Agency provides the Investigation Commander, the Assistant Commander may serve as the Assistant Investigation Commander. The Assistant Investigation Commander's responsibilities, including assisting with public information, safety and security liaison duties with the Venue Agency, are provided in Attachment 4.

4-3. **Supervisor**. The Commander shall appoint a Supervisor to lead each investigation conducted under this Agreement. The Supervisor will determine the number and skills of investigators and technicians needed for each aspect of an investigation and coordinate their work. In the event there are multiple scenes or responsibilities that stretch the Supervisor's span of control, he/she may designate Lead Investigators to cover specific areas of responsibility. The Supervisor's responsibilities are provided in Attachment 4.

4-4. **Investigation Teams**. The Commander shall establish Investigation Teams as needed for (1) crime scene processing; (2) suspect apprehension; (3) evidence collection, packaging, and storage; and (4) specialized services. See Attachment 3. Personnel assigned to these teams will be available to conduct the various aspects of an investigation. Depending upon need, the structure for the investigation teams may be amended upon approval by the Executive Board.

A leader for each team tasked to a particular investigation component shall be selected by the SMART Supervisor based upon a consideration of team needs and a consideration of the individual's training, experience, skills and abilities. Core areas of knowledge for all investigators are provided in Attachment 5 (Minimum Qualifications for Team Investigators).

4-5. **Case Manager**. Every investigation will have a person or persons who are assigned to track the case details from the start of the investigation through prosecution. The Case Manager will be familiar with all aspects of the case in order to be responsive to requests from others such as the prosecutor. The Case Manager reports to the SMART Supervisor unless directed otherwise and is responsible to have a working knowledge of all aspects of the case.

4-6. **Administrative Services**. Personnel qualified by training and experience shall handle the following duties under the supervision of the Commander or Assistant Commander, as assigned:

- a) Public information;

- b) Public disclosure and records management for all records held by the SMART; and
- c) Crime scene safety and security.

5. VENUE AGENCY. The Venue Agency is the law enforcement department with jurisdiction over the crime or incident requiring investigation. When an incident occurs in part in two or more jurisdictions, each of those jurisdictions is the Venue Agency. When the incident occurs on the boundary of two jurisdictions, or at a location where the relevant boundary is not readily ascertainable or is in dispute, the agency with the greater interest in the case by virtue of having the predominant police involvement in the incident or by virtue of having had the majority of the acts leading up to the incident within its jurisdiction shall be the Venue Agency.

5-1. Venue Agency obligations. When SMART assistance is desired, the Venue Agency shall:

- a) Determine its resource limitations and what additional levels are needed for an investigation;
- b) Request SMART assistance – either that the SMART assume control of an investigation or supplement Venue Agency resources – through a senior officer (Sheriff, Police Chief, or a command level officer above the rank of Sergeant), who shall direct the request for Team assistance to the SMART Commander with enough details for him/her to determine whether a callout is necessary and the level of resources and assistance needed;
- c) Designate an Incident Commander to coordinate the Venue Agency’s response with the SMART;
- d) Provide crime scene protection, security and staff support as required;
- e) Provide facilities, equipment, resources and assistance as needed for the SMART;
- f) Agree to be responsible for all reasonable investigative expenditures, including the costs of storing and handling extraordinary items such as vehicles, HAZMAT, etc.;
- g) Allow SMART personnel access to all available documents, reports and information regarding the incident and investigation; and
- h) Refer all media requests for information to the SMART Public Information Officer assigned to the investigation and coordinate any release of public information with the Team’s public information staff.
- i) Except as may be required by law and only after notice to the SMART Commander, the Venue Agency will not release any information that may compromise a SMART investigation.

If the Venue Agency determines that it has adequate oversight and control of an investigation that does not involve potential allegations of officer/employee misconduct and only needs additional staff or equipment, the Venue Agency may retain command of the investigation by assigning a qualified supervisor for the investigation. In such cases, the Venue Agency shall retain responsibility for decisions involving the investigative process and the release of any information and the SMART Commander may assist the Venue Agency in selecting and mobilizing needed resources or with organizational tasks. (If the Venue Agency’s request is for an Officer Involved incident, the SMART Commander, will have complete autonomy to manage the investigation or the SMART will not be utilized.)

5.2. SMART Obligation to Keep Venue Agency Informed. The following shall apply to investigations in which SMART has assumed control. The SMART Commander shall ensure that the Venue Agency's Police Chief, Sheriff or their designees are kept informed of the progress of the investigation. The Commander may meet with the involved agency's Police Chief/Sheriff or their designee the following business day after the initial investigation.

If requested by the Venue Agency's Chief, Sheriff or their designee, the SMART Commander will arrange for an administrative walk-thru of the scene with the Venue Agency's Chief, Sheriff or command staff. The SMART Supervisor and Case Manager will participate in this walk-thru to answer any questions. This walk-thru will only occur after the scene has been processed and evidence collected and just prior to the scene being turned back over to a responsible party. The Venue Agency's command staff will not take part in any crime scene processing. Involved officers and witnesses will not participate in a walk-thru.

After the SMART investigation has been completed and the prosecutor reviewing the case has made a charging decision, the SMART Commander will schedule a case overview meeting for the Venue Agency. This meeting is intended to brief the Venue Agency's command staff and legal department on what occurred during the incident, what investigative steps were undertaken, and to answer any questions that the Venue Agency may have with regards to the investigation. The SMART Supervisor and Case Manger will be responsible for presenting the case overview.

6. REPORTS, RECORDS and PERSONNEL.

- a) Processing and maintenance of investigation reports.
 - (1) Upon request from the SMART Commander, Supervisor, or designee, the Skagit 911 Dispatch Center will assign a Law Incident Case Number generated through Skagit County's public safety database currently managed through SPILLMAN® software ("SPILLMAN") to a SMART investigation. All original reports, statements, and other documentation shall be identified by this case number. Records staff from the participating agencies will have access to SPILLMAN to transcribe their investigator's reports using the SMART case number.
 - (2) The SMART Commander may partition the case in SPILLMAN and limit access when the narrative is sensitive and confidentiality is needed for case integrity.
 - (3) The Venue Agency may use or designate a separate SPILLMAN Law Incident Case Number for its originating incident but that number will remain separate from the SMART Investigation case.
 - (4) Report processing.
 - (i) Investigators will deliver their completed reports to the SMART Supervisor for review and approval.
 - (ii) The Team Supervisor will deliver approved case reports to the Case Manager as soon as practical.
 - (5) Maintenance of original records.
 - (i) For an Officer Involved investigation that does not involve a Sheriff's deputy, records will be maintained by the Skagit County Sheriff's Office.

- (ii) For an Officer Involved investigation that involves a Sheriff's deputy, records will be maintained by the SMART Commander's agency. If the Commander is from the Sheriff's Office, he/she would step out of that role and the Assistant Commander would step in to command the investigation (as long as they were from another agency). If it is determined that an alternate Commander or Assistant Commander is required to maintain investigation integrity, the Executive Board may appoint a qualified officer to fill the position for the duration of the investigation,
- (iii) For any SMART investigation required because need exceeds the Venue Agency's resources, the Venue Agency shall be maintain reports.

b) Personnel.

- (1) Law enforcement agencies providing personnel to the SMART will track successfully completed training and make it available to the SMART Commander as requested.
- (2) Incidents covered by this agreement can expose individuals to traumatic experiences. Upon an investigation team member's request or as recommended by a Team supervisor, commander, or executive board, Critical Incident Stress Management (CISM) services should be made available to any and all members of the SMART by the member's law enforcement agency.
- (3) Personnel may be removed from the SMART without cause by the SMART Commander or by his/her agency
- (4) In the event of a conflict between terms within this Agreement and a Party's collective bargaining agreement, terms within the collective bargaining agreement shall control.

c) Investigation review.

- (1) Upon the conclusion of a SMART investigation, the SMART Commander will schedule a timely debriefing for SMART Investigators. The debriefing shall review each investigator's involvement in the case, assign out any additional tasks that may need completing, and ensure equipment is returned in working order for future callouts. The SMART Supervisor shall facilitate the debriefing.
- (2) A formal SMART Use Review will be scheduled no later than 30 days from demobilization. The purpose of this review will be to improve readiness and identify training needs by reviewing roles, responsibilities, communication lines, investigative systems, and equipment applied during the Team's activation.
- (3) The SMART Commander or his/her designee shall prepare and report findings from the Use Review to the Executive Board. The SMART Commander will communicate any findings that involve the Venue Agency to the Venue Agency.
- (4) Each party's law enforcement agency shall communicate the findings of the Use Review to appropriate staff and shall train or retrain as appropriate.

7. 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, and further agrees to save, indemnify, defend, and hold the other party(ies) harmless from any such liability for the wrongful and/or negligent acts or omissions of the indemnifying party or of the indemnifying party's officials, officers, agents, or employees.

For the purpose of indemnification, persons assigned to SMART shall be deemed to be, at all times, continuing under the control and employment of his or her assigning jurisdiction and its law enforcement department. It is mutually agreed by the participating agencies that any control exerted by SMART supervisors shall not supersede this clause.

It is intended that no liability shall attach to any party by reason of entering into this Agreement except as expressly provided herein.

Each party shall give written notice to the Executive Board, and the legal departments of the parties, of any act or occurrence that the party reasonably believes may lead to a claim or demand that may be subject to the indemnity provisions of this agreement. Such notice shall be given within 5 days after the incidence of such act or occurrence has come to the notifying party's knowledge.

8. DISPUTE RESOLUTION AND VENUE.

- a) **Mediation.** Any controversy, claim or dispute, including claims and counterclaims by the parties concerning the making, formulation, validity, obligations and duties under and/or breach of a party's obligations under this Agreement and issues related to the existence, interpretation and enforceability of the mediation and arbitration provisions of this Agreement shall be subject to mandatory mediation. A competent mediator shall be chosen by agreement of the parties. If the parties are unable to agree on a mediator, a party may request that the Presiding Judge for Skagit County Superior Court for the State of Washington appoint a mediator.
- b) **Arbitration.** If not resolved within fifteen days after selection or appointment of a mediator (or such longer period as may be mutually agreed upon by the parties), any controversy, claim or dispute, including claims and counterclaims by the parties, concerning the making, formation, validity, obligations and duties under and/or breach of a party's obligations under this Agreement and issues related to the existence, interpretation and enforceability of the mediation and arbitration provisions of this Agreement, shall be adjudicated by binding arbitration. The arbitration shall take place in the administrative offices of Skagit County, or such other place as the parties may agree. One neutral arbitrator shall be selected by mutual agreement. When applicable expedited arbitration procedures shall be used. The arbitrator shall have the power and authority to grant legal and equitable remedies in accordance with the provisions of this Agreement. The arbitrator shall have the authority to authorize or require discovery of the kinds provided for by the Washington Rules of Civil Procedure. The decision of the arbitrator shall be final and binding. The costs of arbitration shall be borne equally by the parties unless the arbitrator rules otherwise.

c) **Compelling and Enforcing Arbitration.** Mediation and arbitration under this paragraph 8 may be compelled and a decision of the arbitrator pursuant to subparagraphs B or D may be enforced through appropriate judicial proceedings initiated in the Skagit County Superior Court.

9. EMPLOYER DESIGNATION-STATUS OF PARTIES

- a) The parties agree that while performing any portion of the work described in this Agreement each police officer shall remain, for all purposes and issues of liability, the employee of the officer's originating employer. Each officer's originating employer shall remain obligated for that employee's benefits, of any nature, and all federal and state employment tax obligations as if that employee were performing the listed functions for its originating employer. The intent of this paragraph is to avoid the creation of a "borrowed employee" situation as the party's officers perform the functions laid out in this Agreement.
- b) Nothing contained herein shall be construed to imply a partnership, joint venture, or principal and agent relationship between the parties. No party to this Agreement shall have any right, power or authority to create any obligation, express or implied, on behalf of the other unless expressly provided for in writing.

10. TERM OF AGREEMENT. The term of this Agreement shall be from date signed by the participating municipalities and shall continue until terminated pursuant to Section 11 of this Agreement.

11. TERMINATION. Any party hereto may terminate its participation in this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to each remaining party to the Agreement. In cases where the withdrawing agency is receiving SMART assistance, the termination shall not be effective until the conclusion of the SMART investigation. A party's decision to terminate its participation in the SMART does not affect the participation of remaining parties under this Agreement. A terminating party 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.

12. 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.

13. 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.

14. 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.

DATED this _____ day of _____, 2013.

CITY OF ANACORTES:

DEAN MAXWELL, Mayor

Mailing Address:

City of Anacortes
City Hall
P.O. Box 547
Anacortes, WA 98221

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

DATED this _____ day of _____, 2013.

CITY OF BURLINGTON:

STEVE SEXTON, Mayor

Mailing Address:

City of Burlington
City Hall
833 S. Spruce St.
Burlington, WA 98233

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

DATED this _____ day of _____, 2013.

CITY OF MOUNT VERNON:

JILL BOUDREAU, Mayor

Mailing Address:

City of Mount Vernon
City Hall, 2nd Floor
910 Cleveland Avenue
P.O. Box 809
Mount Vernon, WA 98273

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

DATED this _____ day of _____, 2013.

CITY OF SEDRO-WOOLLEY:

MIKE ANDERSON, Mayor

Mailing Address:

City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley WA 98284

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

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

Recommended:

Will Reichardt, Skagit County Sheriff

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

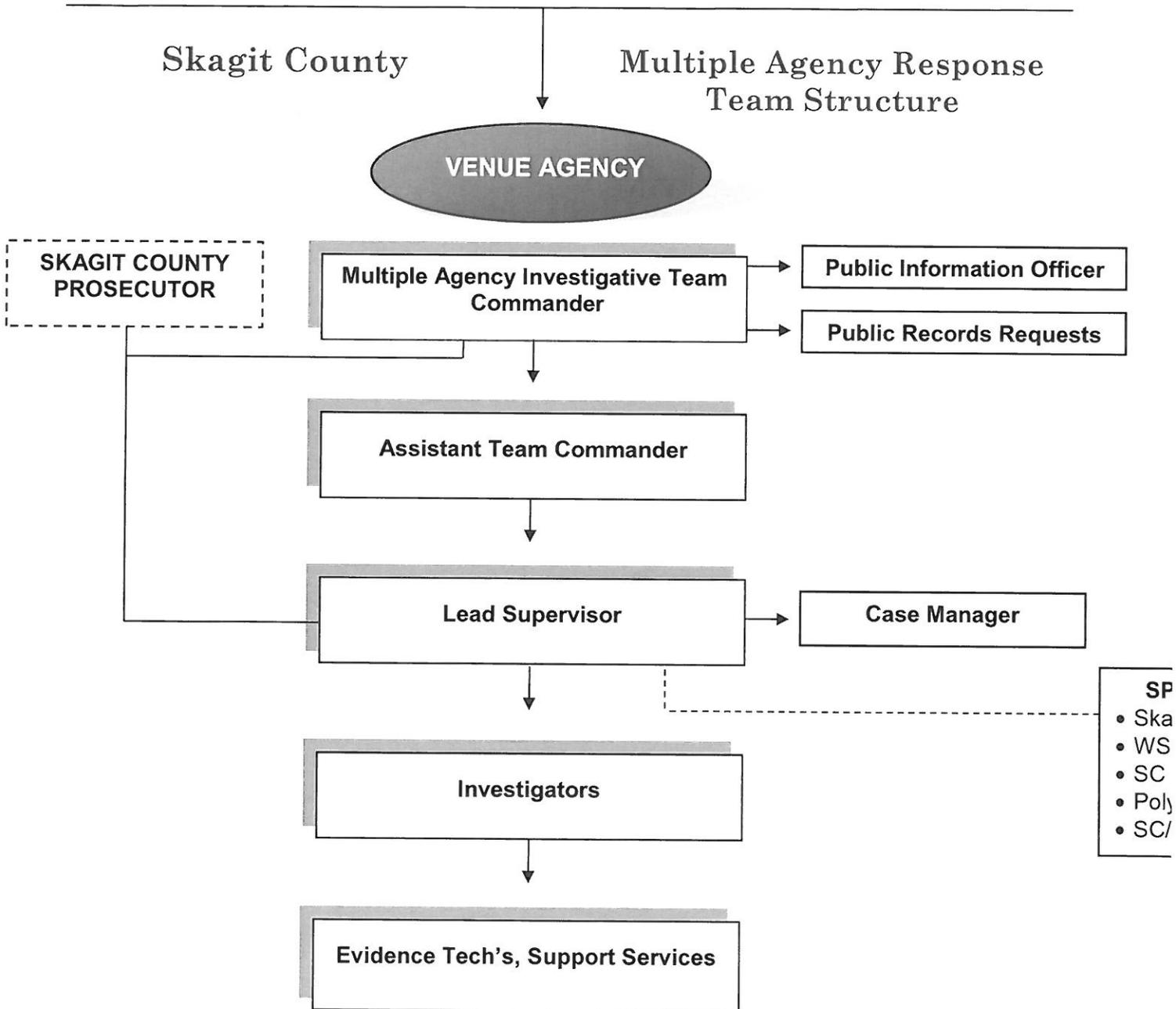
Risk Manager

Approved as to budget:

Budget & Finance Director

ATTACHMENT 1: SMART Structure

**Skagit County Sheriff
Chiefs of Police
Commander, Washington State Patrol for Skagit-Island-
Whatcom County**



ATTACHMENT 2: Command Personnel and Responsibilities

SMART COMMANDER

Maintains a command level rank and is appointed by the Executive Board for a two year term. The Executive Board may extend the service based on mutual agreement. He/she is responsible for all aspects of managing and coordinating SMART Team readiness to include equipment readiness, personnel training, situational assessments, developing investigative priorities/objectives and managing all operations as needed for an investigation.

Administrative Responsibilities:

- Develop a roster of investigators, specialists and equipment available for callout.
- Update training records for those assigned to SMART responsibilities annually.
- Arrange, coordinate and record all Team training and attendance.
- Manage financial transactions/records of the Team.
- Assume Investigative Command responsibilities when requested.
- Report SMART activities to the Executive Board annually.

Investigative Command Responsibilities:

- Command and control for all aspects of the investigative response including situational assessment, developing investigative priorities/objectives and managing the operation.
- Ensure safety and welfare of all personnel assigned to the investigation including any citizens directly or indirectly impacted.
- Consult with Skagit County Prosecutor regarding legal issues.
- Designate the SMART Supervisor & approve tactics to accomplish the objectives.
- Report status/progress to the Venue Agency Chief, Sheriff or designee.

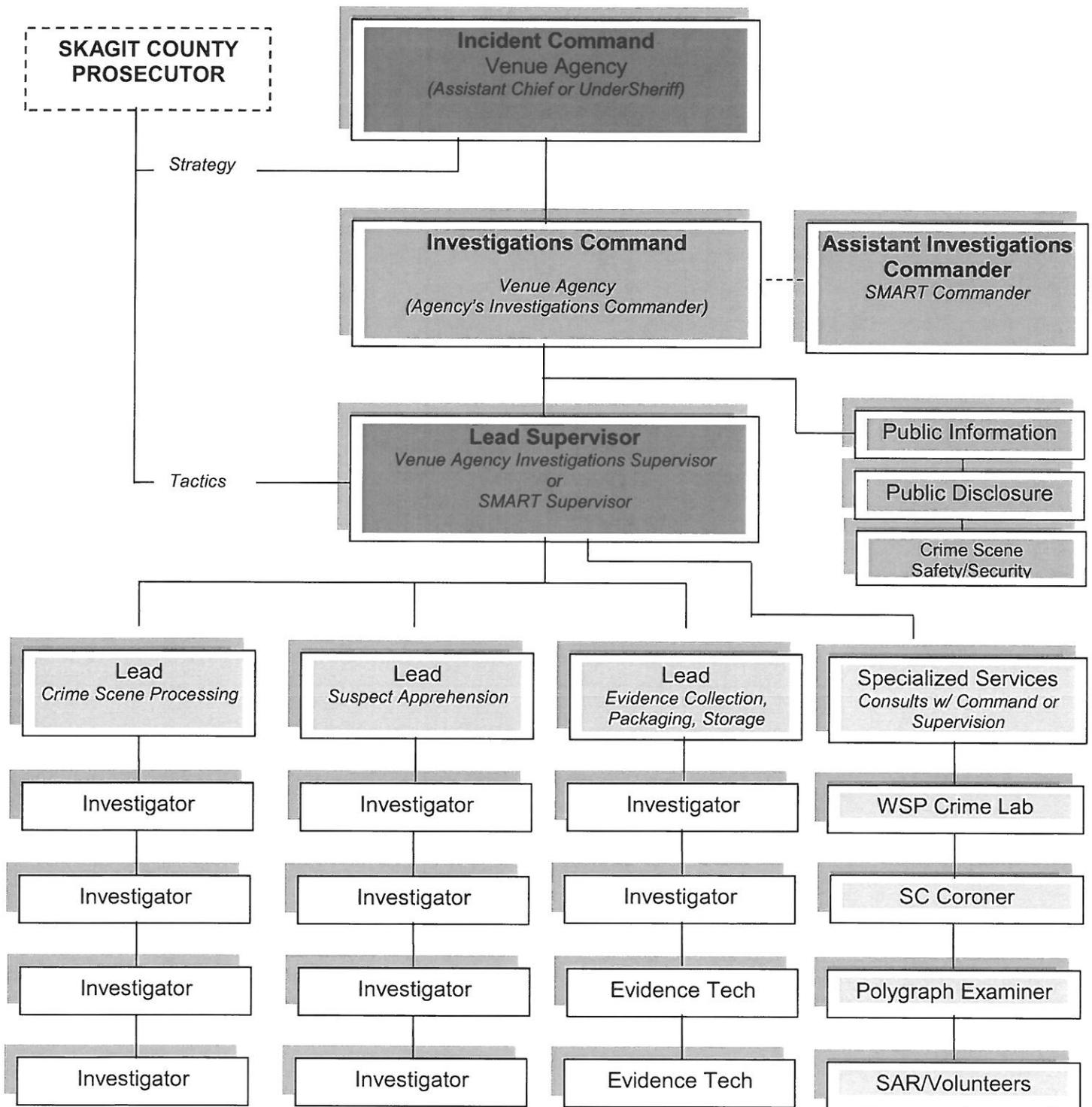
ASSISTANT SMART COMMANDER

Possesses a command level rank and is appointed by the Executive Board for a two year term. The Executive Board may extend the service based on mutual agreement. He/she is responsible for assuming all aspects of the SMART Team Commander's duties in his/her absence.

Key Responsibilities:

- Provide assistance to the SMART Commander as needed for administrative tasks.
- Report to the SMART Commander.
- Assist with investigative strategy development.
- Provide public information regarding the status/progress of the investigation or establish a formal Public Information Officer function.
- Conduct safety audits of the scene, personnel & methods.
- Coordinate with Venue Agency security supervisor.
- Liaison to community/business surrounding crime scene area addressing concerns, access restrictions, timelines, etc.

ATTACHMENT 3: SMART Structure (Optional) for SMART Assisting an Agency Investigation



ATTACHMENT 4: Investigation Team Personnel and Responsibilities

GENERAL: Participating in the SMART is voluntary and requires approval from the member's agency and the SMART Commander.

SMART command staff, including supervisors and team leaders, and investigators, shall be a general authority Washington peace officer who either works full-time for a city or county law enforcement agency or has such status under the Tribal Police Officers Act, chapter 10.92 RCW. Individuals with part-time or prior experience working in non-investigative areas will be referred or approved between the agency head and the SMART Commander.

Participants shall acknowledge the additional workload demands and potential hazards involved with this type of assignment including, but not limited to, extended hours of work, availability for callout with little or no notice, and exposure to potential hazards at crime scenes.

The SMART Commander will review a proposed member's training, experience, and performance and may consult with team supervisors before final acceptance occurs. Work assignments will be based on the individual's investigative training and experience.

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- Designate the SMART Supervisor and approve tactics to accomplish the objectives.
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- Report to the SMART Commander.
- Assist with investigative strategy development.
- Provide public information regarding the status/progress of the investigation or establish a formal Public Information Officer function.
- Conduct safety audits of the scene, personnel & methods.
- Coordinate with Venue Agency security supervisor.
- Liaison to community/business surrounding crime scene area addressing concerns, access restrictions, timelines, etc.

SMART SUPERVISOR

The SMART Supervisor is designated by the Team Commander. The SMART Supervisor will take direct charge of the crime scene investigation. In the event teams of investigators are created to handle certain tasks or areas, one person from each team shall be designated the Lead Investigator and report back to the SMART Supervisor.

If multiple supervisors are required, only one will be designated as the SMART Supervisor, the remainder will be Lead Investigators or general investigators.

Key Responsibilities:

- Reports to the Team Commander.
- Develops investigative tactics to accomplish objectives outlined by the Investigation Commander.
- Supervises all personnel and resources committed to the investigation.
- Develops specific methods for preserving, processing and collecting evidence.
- Develops investigative timelines.
- Organizes processes to collect victim, witness & suspect interviews.
- Participates in meetings or consults with the Prosecutor as needed.
- Coordinates investigative processes with specialized services (WSP Crime Lab, Coroner, Polygraph, etc.)

CASE MANAGER

Every investigation needs a person or persons who are assigned to track the case details from start of the investigation through prosecution stages. This function will be familiar with all aspects of the case in order to be responsive to requests from agencies like the prosecutor's office. Case Manager(s) are selected by the SMART Supervisor as early as possible in the investigation and remain until reassigned.

Key Responsibilities:

- Report to the SMART Supervisor.
- Responsible have a working knowledge of all aspects of the case.
- Respond to requests from the prosecutor's office.
- Coordinate responses with the SMART Commander/Supervisor to the Venue Agency.
- Review all investigator reports.
- Confirm evidence collection is accurately reported.

INVESTIGATORS & LEADS (TEMPORARY)

Investigators are comprised of those currently assigned to the Participating Agency's Criminal Investigations Division. Selection and assignment of specific investigatory tasks will be at the direction of the SMART Supervisor or his/her designee.

Leads, in the event teams of investigators are created to handle certain tasks or areas (hospital scene, outdoor scene, interviews, etc.), one person may be designated the Lead Investigator. Once the task is complete, Leads return to their normal assignment.

Key Responsibilities - Investigators:

- Report to the SMART Supervisor or assigned Lead.
- Responsible for specific investigative tasks as assigned.
- Work collaboratively with other investigators & personnel to accomplish tasks.
- Prepare investigative reports to document work as required.
- Maintain proficiency with various equipment and contemporary investigative practices.
- Report safety issues or concerns.

Key Responsibilities - Leads:

- Report to the Lead Supervisor.
- Responsible for personnel or resources within a defined task or area. (Example: Neighborhood canvass, scene documentation, evidence collection, witness interviews, a specific geographic area, etc.).
- Develop investigative approaches for the specific assignment.
- Supervise all personnel and resources assigned to him/her.

- Develop timelines to accomplish assigned tasks.
- Coordinate investigative processes with specialized services (Prosecutor, Crime Lab, Coroner, etc.) within the specific task or area assigned.

EVIDENCE TECHNICIANS

Evidence Technicians shall help with tabulating, collecting, packaging, transporting and storing evidence. Other duties within the scope of their assignment and training may be assigned.

Key Responsibilities:

- Report to the SMART Supervisor or Lead Investigator.
- Responsible for specific evidentiary collection, packaging or transport tasks.
- Establish packaging logs and appropriate audit trails for collected items.
- Assess appropriate transportation needs.
- Solve special evidence collection/packaging challenges – Haz Mat, oversized items, storage space limitations, etc.
- Work collaboratively with other investigators & personnel to accomplish tasks.
- Prepare investigative reports to document work as required.
- Report safety issues or concerns.

PUBLIC INFORMATION OFFICER (PIO)

The Team Commander will designate a PIO at all investigation scenes. The PIO serves as an information conduit to the organized media. The PIO will ensure that all information is accurate, objective and factual and shall coordinate its release information through the SMART Commander. At incidents where the media is on-scene and a PIO is not immediately available the Team Commander or his/her designee may provide preliminary statements to the media. In the event the media does not respond to the scene of an investigation but still contacts the affected agencies requesting information, the media will be instructed to first contact the designated PIO assigned to the investigation

Key Responsibilities:

- Report to the Team Commander.
- Assist news personnel in covering news stories at the scene of incidents.
- Is reasonably available for on-call responses to the news media.
- Is available for after hours call-out.
- Prepare and distribute agency news releases.
- Arrange for and assist at news conferences.
- Coordinate and authorize the release of information about victims, witnesses, and suspects.
- Coordinate and authorize the release of information.

ATTACHMENT 5: MINIMUM QUALIFICATIONS FOR TEAM INVESTIGATORS

GENERAL AUTHORITY

- General authority Washington peace officer who works full-time for a city or county law enforcement agency and is commissioned to enforce the criminal laws of the State of Washington.
- Tribal police officers recognized and authorized to act as general authority Washington peace officers under the Tribal Police Officers Act, chapter 10.92 RCW.

BASIC TRAINING

- Criminal Investigations
- Basic Homicide Investigation
- Crime Scene Investigation
- Reid Technique of Interviewing and Interrogation
- Officer Involved Shooting Investigation
- In-Custody Death Investigation
- WSP Evidence, Collection & Packaging/Crime Scene Laboratory Services
- Cell Phone Forensic extraction (Cellebrite)

ADVANCED TRAINING

The following are recommended courses for investigators:

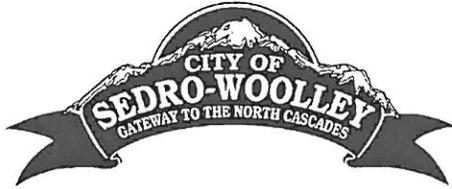
- Advanced Homicide Investigation
- Advanced Reid Interviewing and Interrogation
- Blood Spatter
- Crime Scene Photography
- Cell phone tracking
- GPS Tracking
- DNA collection
- Sudden Infant Death Syndrome
- Excited Delirium and Positional Asphyxia
- Other related training, seminars, and conferences or on-going training as offered by CJTC or other training venues on an as available basis.

IN-SERVICE TRAINING

- Monthly area detectives meetings.
- At least annually, an exercise or training that mobilizes the entire team.

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 23 2013



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

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

Eron Berg
City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: *Citizens United v. the Federal Elections Commission*
FOR MEETING ON: October 23, 2013

ISSUE: Should the Council pass a resolution commenting on this decision?

BACKGROUND: This item comes to the City Council at the request of Councilman Lemley for discussion purposes.

The packet includes information provided by Skagit Citizens Ignited regarding the Citizens United case, campaign finance history and the proposed constitutional amendment to overrule the Supreme Court's decision. Also included is a resolution from the City of Langley which is similar to the type of resolution that is being requested from the City of Sedro-Woolley.

RECOMMENDATION: *First reading.* Provide direction to staff regarding any potential requested action.

Dear City Council Members and Mayors,

The numbered documents in this folder support the material that will be covered in the short oral presentation that we'll give when we meet with you. We think that if you take the time to read them, you will see why the effort to overturn the *Citizen United* ruling is a nonpartisan effort to restore democracy to our electoral process, not an attack on businesses that are the life-blood of our economy. You will see that all of the documents from Public Citizen, one of the many nonpartisan, non-profits working across the nation to overturn *Citizens United*, have a list of references on their last page. Two websites that list the number of jurisdictions across the country that have passed resolutions or are working toward resolutions are www.united4thepeople.org and www.wamend.org.

The last three pages in the folder and the folder itself were supplied to us by Free Speech for People, www.freespeechforpeople.com, another non-profit, non-partisan organization calling for a constitutional amendment to overturn the Supreme Court's 2010 ruling in *Citizens United vs the Federal Elections Commission*. Free Speech for People is funded by CREDO/Working Assets, the Instructional Telecommunications Foundation, the Rockefeller Family Fund, and individual contributors. They have offices in Amherst, Massachusetts, and Seattle, Washington.

Thank you for taking the time to meet with us.

Skagit Citizens Ignited, Sedro-Woolley Team

Hello, I'm Jeff Winston, a concerned citizen supporting the repeal of *CitizensUnited* Supreme Court decisio.

As a former business owner a majority C-Corp shareholder, who provided literally thousands of jobs locally over the years, I concur fully with the material supplied which describes small business owner concerns about this issue. I was impressed while signature gathering by how non-partisan the support for repeal is amongst our informed voters. What has happened with this disastrous Supreme Court ruling contradicts the fundamental idea of what America is about. Thank you for your support in the effort to over-turn *CitizensUnited*. It is truly a ground-up citizens effort to restore accountability to the electoral process.



Jeff Winston
7560 West Shore Drive
Anacortes, WA 98221

Former owner ClearSnap, Inc.

**Jurisdictions that Have Passed Resolutions to Amend the
Constitution to Overturn *Citizens United vs the FEC***

States

- | | |
|-----------------------------------|-------------------------------------|
| Oregon – July 2013 | Connecticut – September 2012 |
| Delaware – June 2013 | Massachusetts – July 7 2012 |
| Illinois – May 2013 | California – July 2012 |
| Maine – April 2013 | Rhode Island – May 2012 |
| West Virginia – April 2013 | Maryland – April 2012 |
| Colorado – November 2012 | Vermont – April 2012 |
| Montana – November 2012 | New Mexico – January 2012 |
| New Jersey – October 2012 | Hawaii – April 2010 |

Note: Colorado and Montana have passed citizens initiatives.

Washington Counties

- | | |
|-------------------------|-------------------------|
| Island County | Jefferson County |
| Snohomish County | San Juan County |

Washington Cities

- | | |
|----------------------|--------------------|
| Port Townsend | La Conner |
| Seattle | Olympia |
| Bellingham | Tacoma |
| Langley | Walla Walla |
| Coupeville | Oak Harbor |
| Squim | Kirkland |

**WASHINGTON STATE LEGISLATIVE RESOLUTION CALLING ON U.S. CONGRESS
TO PASS A CONSTITUTIONAL AMENDMENT TO
OVERTURN CITIZENS UNITED**

Washington State Legislators who signed letter to U.S. Congress

COUNT UPDATED: October 1, 2012

- | | | |
|---|--|--|
| 1. Luis Moscoso (1) | 33. Mary Lou Dickerson (36) | 57. Eric Choiniere (Rep candidate-28 th) |
| 2. Zack Hudgins (11) | 34. Roger Goodman (45) | 58. Sen. Kevin Ranker (40) |
| 3. Sen. Jim Kastama (25) | 35. Larry Springer (45) | 59. Jessyn Farrel (Candidate-46) |
| 4. Mark Miloscia (30) | 36. Paul Shin (21) | 60. Gael Tarleton (candidate-36) |
| 5. Dave Upthegrove (33) | 37. Rep. Marco Liias (21) | 61. Rep. Kristine Lytton (40) |
| 6. Gerry Pollet (46) | 38. Rep. Hans Dunshee (44) | 62. Rep. Sharon Tomiko Santos (37) |
| 7. Ed Murray (43) | 39. Sen. Rodney Tom (48) | 63. Rep. Frank Chopp (43) |
| 8. Tami Green(28) | 40. Rep. Marcie Maxwell (41) | 64. Sarajane Siegfriedt (candidate-46) |
| 9. Mike Sells (38) | 41. Sen. Karen Kaiser (33) | 65. Kevin Van De Wege (24) |
| 10. Tim Probst (17) | 42. Rep. Reuven Carlyle (36) | 66. Sylvester Cann (Candidate-46) |
| 11. Laurie Jenkins (27) | 43. Sen. Christine Rolfes (23) | |
| 12. Bill Hilton (candidate-25 th) | 44. Rep. Sherry Appleton (23) | |
| 13. Cindy Ryu (32) | 45. Rep. Jeff Morris (40) | |
| 14. Joe Fitzgibbon (34) | 46. Rep. Eric Pettigrew (37) | |
| 15. Eileen Cody (34) | 47. Rep. Drew Hansen (23) | |
| 16. Sharon Nelson (34) | 48. Sen. Maralyn Chase (32) | |
| 17. Phyllis Gutierrez-Kenny (46 th) | 49. Rep. John McCoy (38) | |
| 18. David Frockt (46) | 50. Rep. Judy Clibborn (41) | |
| 19. Jeanne Kohl-Welles (36) | 51. Sen. Steve Hobbs (44) | |
| 20. Nick Harper (38) | 52. Rep. Jim Moeller (49) | |
| 21. Derek Stanford (1) | 53. Sen. Karen Fraser (22) | |
| 22. Jeannie Darnelle (27) | 54. Rep. Steve Tharinger (24) | |
| 23. Bob Hasegawa (11) | 55. Sen. Mary Margaret Haugen (10) | |
| 24. Mary Helen Roberts (21) | 56. Yoshie Wong (Senate candidate-28 th) | |
| 25. Andy Billig (3) | | |
| 26. Craig Pridemore (49) | | |
| 27. Ruth Kagi (32) | | |
| 28. Timm Ormsby (3) | | |
| 29. Adam Kline (37) | | |
| 30. Tina Orwall (33) | | |
| 31. Sam Hunt (22) | | |
| 32. Chris Reykdal (22) | | |



ESTABLISH AS A POSITION OF THE UNITED STATES CONFERENCE OF MAYORS THAT CORPORATIONS SHOULD NOT RECEIVE THE SAME LEGAL RIGHTS AS NATURAL PERSONS DO, THAT MONEY IS NOT SPEECH AND THAT INDEPENDENT EXPENDITURES SHOULD BE REGULATED

WHEREAS, the United States Constitution and the Bill of Rights are intended to protect the rights of individual human beings also known as "natural persons"; and

WHEREAS, corporations can and do make important contributions to our society, but the United States Conference of Mayors does not consider them natural persons; and

WHEREAS, the right to free speech is a fundamental freedom and unalienable right and free and fair elections are essential to democracy and effective self-governance; and

WHEREAS, United States Supreme Court Justice Hugo Black in a 1938 opinion stated, "I do not believe the word 'person' in the Fourteenth Amendment includes corporations"; and

WHEREAS, the United States Supreme Court held in *Buckley v. Valeo* (1976) that the appearance of corruption justified limits on contribution to candidates, but rejected other fundamental interests that the United States Conference of Mayors finds compelling such as creating a level playing field and ensuring that all citizens, regardless of wealth, have an opportunity to have their political views heard; and

WHEREAS, the United States Supreme Court in *Buckley* overturned limits on independent expenditures because it found that the corruption or perception of corruption rationale was only applicable to direct contributions to candidates; and,

WHEREAS, United States Supreme Court Justice John Paul Stevens observed in *Nixon v. Shrink Missouri Government PAC* (2000) that "money is property, it is not speech,"; and

WHEREAS, the United States Supreme Court recognized in *Austin v. Michigan Chamber of Commerce* (1990) the threat to a republican form of government posed by "the corrosive and distorting effects of immense aggregations of wealth that are accumulated with the help of the corporate form and that have little or no correlation to the public's support for the corporations political ideas" and upheld limits on independent expenditures by corporations; and

WHEREAS, the United States Supreme Court in *Citizens United v. The Federal Election Commission* (2010) reversed the decision in *Austin*, allowing unlimited corporate spending to influence elections, candidate selection, policy decisions and sway votes; and

WHEREAS, prior to *Citizens United* decision unlimited independent campaign expenditures could be made by individuals and associations, though such committees operated under federal contribution limits; and,

WHEREAS, given that the *Citizens United* decision "rejected the argument that political speech of corporations or other associations should be treated differently" because the First Amendment "generally prohibits the suppression of political speech based on the speaker's identity," there is a need to broaden the corruption rationale for campaign finance reform to facilitate regulation of independent expenditures regardless of the source of the money for this spending, for or against a candidate; and

WHEREAS, a February 2010 Washington Post-ABC News poll found that 80 percent of Americans oppose the U.S. Supreme Court *Citizens United* ruling; and,

WHEREAS, the opinion of the four dissenting justices in *Citizens United* noted that corporations have special advantages not enjoyed by natural persons, such as limited liability, perpetual life, and favorable treatment of the accumulation and distribution of assets; and

WHEREAS, corporations are legally required to put profits for shareholders ahead of concerns for the greatest good of society while individual shareholders as natural persons balance their narrow self-interest and broader public interest when making political decisions; and

WHEREAS, addressing both the *Citizens United* decision, and corporate personhood is necessary; and

WHEREAS, the City Councils of Missoula, Montana; Boulder, Colorado; and Madison, Wisconsin have referred the issue of corporate personhood to their communities for advisory vote.

NOW, THEREFORE, BE IT RESOLVED that it is the position of the United States Conference of Mayors that corporations should not receive the same legal rights as individual human beings (also known as "natural persons") do; and

BE IT FURTHER RESOLVED that the United States Conference of Mayors also determines that the most urgent action needed is to reverse the impacts of United States Supreme Court *Citizens United* (2010) decision and the door it opens for unlimited independent campaign expenditures by corporations that contributes to the undermining impacts that "corporate personhood" has on free and fair elections and effective self-governance; and

BE IT FURTHER RESOLVED that the United States Conference of Mayors calls on other communities and jurisdictions and organizations like National League of Cities to join with us in this action by passing similar Resolutions.

RESOLUTION ADOPTED JUNE 2012



Small Businesses Reject Role of Money in Politics; View *Citizens United* Decision as Bad for Business

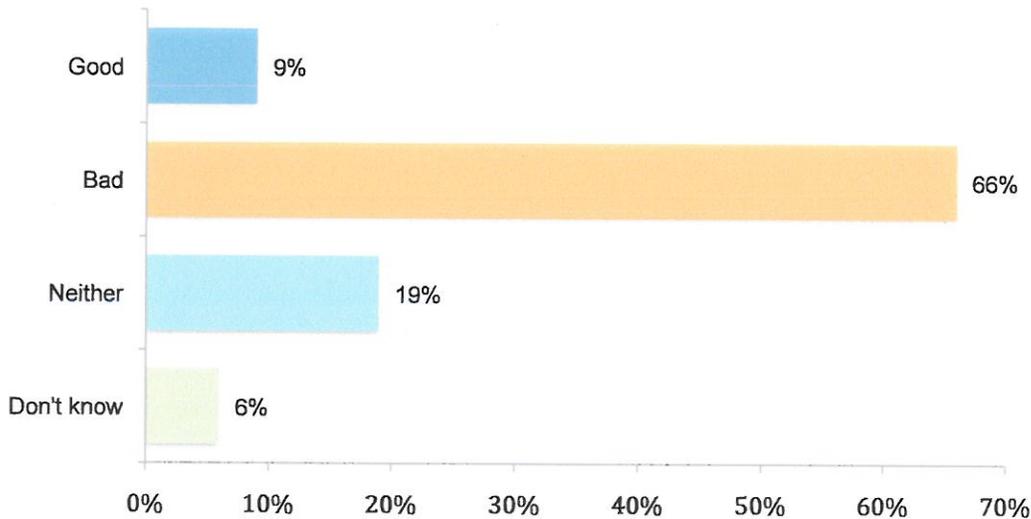
On Jan. 21, 2010, the U.S. Supreme Court ruled in its *Citizens United* decision that corporations are free to spend unlimited sums of money in elections. According to opinion polling released by the American Sustainable Business Council, Main Street Alliance and Small Business Majority, two-thirds of small business owners see this decision as bad for small business. The poll also shows small business owners overwhelmingly believe corporations have been given too much freedom to spend money that directly influences political campaigns.

Main Findings

Small business owners view the *Citizens United* decision as bad for small business: 66% of those surveyed said the two-year-old ruling that gives corporations unlimited spending power in elections is bad for small businesses. Only 9% said it was good for small business.

■ **Figure 1: Majority of small businesses don't support *Citizens United* decision**

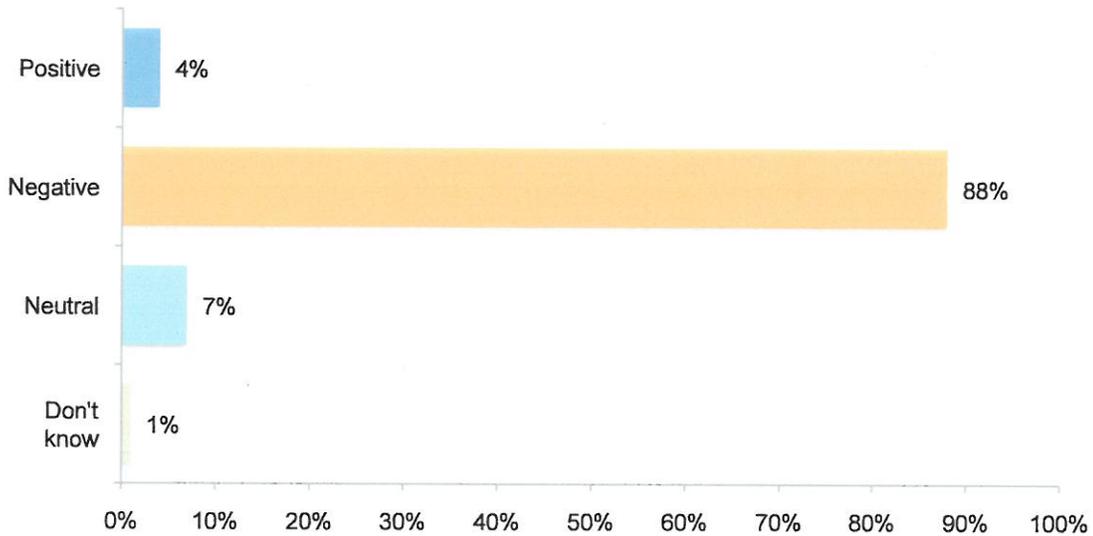
In January 2010, the U.S. Supreme Court ruled in its *Citizens United* decision that corporations are free to spend unlimited sums of money in elections. Do you believe this change is mostly good for small businesses, somewhat good for small businesses, neither good nor bad for small businesses, somewhat bad for small businesses, or mostly bad for small businesses?



Small business owners have a negative view of the role money plays in politics overall: 88% of respondents view the role money plays in politics negatively; 68% view it very negatively.

■ **Figure 2: Small businesses view money's role in politics negatively**

Do you have a positive, negative, or neutral view of the role money plays in politics?



Conclusion

The latest poll results reveal that small business owners believe unlimited corporate political spending in elections is detrimental to small business success. The poll found small business owners across the country are in broad disagreement with the U.S. Supreme Court's *Citizens United* decision. With two-thirds of respondents believing this change is bad for small business and another 88% of them negatively viewing the role money plays in politics overall, small business owners' perspectives are clear: Unlimited corporate political spending in elections hurts the interests of small businesses, America's jobs engine.

Methodology

This poll reflects an Internet survey of 500 small business owners across the country, commissioned by the American Sustainable Business Council, Main Street Alliance and Small Business Majority and conducted by Lake Research. It has a margin of error of +/- 4.4%. The survey was conducted between December 8, 2011 and January 4, 2012.

Researchers used a random sample of small business owners obtained from Harris Interactive, with additional samples from InfoUSA.

Toplines

- In January 2010, the U.S. Supreme Court ruled in its Citizens United decision that corporations are free to spend unlimited sums of money in elections. Do you believe this change is mostly good for small businesses, somewhat good for small businesses, neither good nor bad for small businesses, somewhat bad for small businesses, or mostly bad for small businesses?

	TOTAL (%)	Business Size (by number of employees, including owner)		
		1	2-9	10+
Mostly good.....	5	2	5	7
Somewhat good.....	5	6	2	8
Neither good nor bad.....	19	12	22	17
Somewhat bad.....	10	11	11	10
Mostly bad.....	56	59	54	56
Don't know.....	6	10	5	3
Good	9	8	8	15
Bad	66	69	65	65

- Do you have a positive, negative, or neutral view of the role money plays in politics?

Very positive.....	2	0	2	2
Somewhat positive.....	2	0	3	4
Neutral.....	7	6	8	7
Somewhat negative.....	20	27	21	11
Very negative.....	68	65	67	75
Don't know.....	1	2	0	1
Positive	4	0	5	6
Negative.....	88	92	87	86

About the Organizations

American Sustainable Business Council

American Sustainable Business Council (ASBC) is a powerful coalition of business networks committed to building a vibrant, just, and sustainable economy. www.asbcouncil.org

Main Street Alliance

The Main Street Alliance is a national network of state-based small business coalitions. MSA creates opportunities for small business owners to speak for themselves on issues that impact their businesses and local economies. www.mainstreetalliance.org

Small Business Majority

Small Business Majority is a national nonpartisan small business advocacy organization, founded and run by small business owners, and focused on solving the biggest problems facing America's 28 million small businesses. We conduct extensive opinion and economic research and work with small business owners, policy experts and elected officials nationwide to bring small business voices to the public policy table. www.smallbusinessmajority.org

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How does *Citizens United* affect our city?

The U.S. Supreme Court’s ruling in *Citizens United v. Federal Election Commission* has transformed government in America, and the widespread consequences are already being felt at the federal, state, and local level. While City Council resolutions – like the ones that have already passed in over 150 towns and cities – call for a federal amendment, at the core they are a response to a crisis in our democracy that impacts each and every one of our communities.

The federal impact of *Citizens United* is well publicized, but it is also important to understand the effect this ruling has on local towns and cities throughout the nation.

Corporate Spending Can Have an Even Greater Impact Locally

The egregious levels of outside spending on the federal level are well documented. In the 2010 Congressional elections, spending by corporations and wealthy individuals totaled almost \$300 million.ⁱ The super-rich are dominating the 2012 election cycle, with over one-third of all contributions to Super PACs coming from just ten individuals.ⁱⁱ **In comparison to these mammoth sums of money, it only takes a modest amount of money to have a transformative impact on a local election.** If multi-million dollar Super-PACs can buy the victory of even presidential candidates, then what’s stopping them from influencing local political elections?

Consider This: In the April 2012 elections for Oklahoma City Council the Super-PAC “Committee for Oklahoma City Momentum” spent \$400,000 on four candidates.ⁱⁱⁱ The annual salary for an Oklahoma City Council member is \$12,000 annually.^{iv} Three of these four candidates won their campaigns. The only candidate who was able to defeat one of these Super Pac candidates noted deep concerns he saw with the democratic implications of a Super-PAC spending large sums on campaign ads without disclosing its donors.^v

Or This: Durham County in North Carolina is also experiencing the effects of SuperPACs. The SuperPAC “Durham Partnership for Progress” – funded by a developing firm – spent thousands of dollars on a mailer supporting four council people who support a controversial development project the that the firm, Southern Durham Development, plans to build. The SuperPAC’s support helped elect two of those council people into office in elections held on May 8, 2012.^{vi}

Small businesses oppose *Citizens United*

88 percent of small business owners believe that money in politics is having a negative impact and a vast majority are opposed to the *Citizens United* Supreme Court’s ruling.^{vii} They are simply concerned that



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the very wealthiest will “set us back in our efforts to operate our businesses responsibly and promote a vibrant, equitable, and sustainable economy”^{viii}.

Big corporations’ ability to run small businesses out of town has significant effects on the health of the local economy, the employment rate and the diversity and survival of small businesses in a town. Elected officials generally understand this dynamic and are inclined to take actions to protect small businesses. However, when larger business interests can provide unlimited funds to influence elections, elected officials can no longer afford to make decisions they know are best for their community and those who do can be run out of office.

Further, *Citizens United* gives large corporations more ability to abuse tax loopholes and offshore tax havens. Currently this abuse results in each small business owner in America being shortchanged by an average of \$2,116.^{ix} These practices, which also funnel money away from services essential to cities and towns, will only be exacerbated in a post *Citizens United* world.

Super-PACs decrease voter turnout

Recent polling conducted by the Brennan Center for Justice further demonstrates that *Citizens United* and the rise of Super PACs have harmed local democracy at its core by further sapping voter enthusiasm for the idea that their vote matters.^x It shows that people are in fact **less** likely to vote as a result of the ruling; this especially holds true among less wealthy individuals and among people of color.^{xi}

Corporations’ and wealthy individuals’ unparalleled ability to drown out the voices of ordinary people through unlimited spending in elections inevitably wears down an electorate. Citizens disengagement from the democratic process is a huge threat to our representative democracy both on a local and federal level.

Communities nationwide must demand a constitutional amendment to overturn *Citizens United* and restore First Amendment rights to We the People

The movement for a constitutional amendment to redress *Citizens United* is, at its core, a grassroots one driven by very real concerns about challenges to our democracy that reverberate in each and every community. In fact, while Article V of the Constitution provides a legislative process for amending the constitution, traditionally the call for an amendment has begun at the ground level. This has certainly been the case in movements like Women’s Suffrage, where citizens’ actions, in the face of institutional complacency, forced the issue to be addressed.

The movement to overturn *Citizens United* and related cases continues in this proud tradition, addressing a crisis that impacts each and every citizen and community. Uniting to pass a local resolution in your town is a necessary step towards restoring free and fair elections rights to the people both locally and nationally.



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ⁱPublic Citizen's analysis of Federal Election Commission (FEC) data. See Congress Watch (January 2011). "12 Months After: The Effects of *Citizens United* on Elections and the Integrity of the Legislative Process." Retrieved 15 Sept, 2011, from <http://www.citizen.org/documents/Citizens-United-20110113.pdf>.

ⁱⁱDunbar, J. (26 April 2012). "Top 10 donors make up a third of donations to Super PACs." IWatch News. Retrieved 3 May 2012 from <http://www.iwatchnews.org/2012/04/26/8753/top-10-donors-make-third-donations-super-pacs>.

ⁱⁱⁱNewsOk (2012). "Oklahoma elections: Ed Shadid wins Oklahoma City Council Ward 2 seat", newsok.com . Retrieved 5/1/2012 from <http://newsok.com/oklahoma-elections-ed-shadid-wins-oklahoma-city-council-ward-2-seat/article/3555775/?page=1>.

"City of Oklahoma "Mayor and Council", [okc.gov](http://www.okc.gov). Retrieved 5/10/2012 from <http://www.okc.gov/council/index.html>

^vNewsOk (2012). "Oklahoma elections: Ed Shadid wins Oklahoma City Council Ward 2 seat", newsok.com. Retrieved 5/1/2012 from <http://newsok.com/oklahoma-elections-ed-shadid-wins-oklahoma-city-council-ward-2-seat/article/3555775/?page=1>.

^{vi}Sorg, L. (26 April 2012). "Durham's first Super PAC has ties to Southern Durham Development." IndyWeek.com. Retrieved 5/10/2012 from <http://www.indyweek.com/triangulator/archives/2012/04/26/durhams-first-super-pac-has-ties-to-southern-durham-development>

^{vii}Dunbar, J. (26 April 2012). "Top 10 donors make up a third of donations to Super PACs." IWatch News. Retrieved 3 May 2012 from <http://www.iwatchnews.org/2012/04/26/8753/top-10-donors-make-third-donations-super-pacs>.

^{viii}ASBCouncil (2012). "Business Statement in support of government by the people", [asbcouncil.org](http://www.asbcouncil.org). Retrieved 1/5/2012 from [http://www.asbcouncil.org/sites/default/files/files/Business Case for Business for Democracy.pdf](http://www.asbcouncil.org/sites/default/files/files/Business%20Case%20for%20Business%20for%20Democracy.pdf).

^{ix}U.S. PIRG (2012). "Picking Up the Tab: Average Citizens and Small Businesses Pay the Price for Offshore Tax Havens." Retrieved 3 May 2012 from <http://mainstreetalliance.org/5712/tax-haven-abuse-picking-up-the-tab/>

^xBrennan Center for Justice (2012). "Poll: Super PACs Leave Americans Less Likely to Vote", [brennancenter.org](http://www.brennancenter.org). Retrieved 1/5/2012 from http://www.brennancenter.org/content/resource/poll_super_pacs_leave_americans_less_likely_to_vote/.

^{xi}The Nation (2012). "People of Color Less Likely to Vote Because of Super PAC Influence", [thenation.org](http://www.thenation.com). Retrieved on 5/1/2012 from <http://www.thenation.com/blog/167579/people-color-less-likely-vote-because-super-pac-influence>.



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SENATOR JOHN McCAIN

"I think there will be scandals, as associated with the worst decision of the United States Supreme Court in the 21st century. Uninformed. Arrogant. Naive. I just wish one of 'em had run for county sheriff.

Corporations are not people. That's why we have different laws that govern corporations than govern individual citizens. And so to say that corporations are people again flies in the face of all the traditional Supreme Court decisions that have been made in the past."

PRESIDENT BARACK OBAMA

: "This ruling opens the floodgates for an unlimited amount of special interest money into our democracy. It gives the special interest lobbyists new leverage to spend millions on advertising to persuade elected officials to vote their way -- or to punish those who don't.

That means public servants who stand up to Wall Street banks, oil companies, health insurers and other powerful interests could find themselves under attack when election time rolls around.

I can't think of anything more devastating to the public interest. The last thing we need to do is hand more influence to the lobbyists in Washington or more power to the special interests to tip the outcome of elections

The decision will make it harder to enact financial reforms, close tax loopholes, promote energy independence and protect patients from insurance company abuses.

We don't need to give any more voice to the powerful interests that already drown out the voices of everyday Americans. And we don't intend to."

He said he has instructed his administration to work with Congress to "fight for the American people" and develop a "forceful bipartisan response" to the decision.

"It will be a priority for us until we repair the damage that has been done."

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The Conservative Case for Overturning *Citizens United*

In 2010, when the U.S. Supreme Court's ruling in *Citizens United v. Federal Election Commission* struck down laws restricting corporate and union spending in elections, Americans from all political backgrounds expressed outrage at the Court's disastrous decision. Today, when Americans are asked if they believe big money has a corrupting and undue influence on our political process, the answer is consistently a resounding yes.

Yet, a small band of corporate-backed commentators and advocacy groups, such as the original *Citizens United*, claim the Court's ruling was a "victory for free speech" and that overturning *Citizens United* is part of a "liberal" political agenda. Despite these claims, there are compelling reasons why conservatives should be concerned about the impact of the Court's ruling and should join fellow conservatives as well as Americans across the political spectrum in efforts to overturn *Citizens United*.

CITIZENS UNITED V. FEC – REPUBLICANS EXPRESS THEIR OUTRAGE

There has been a lot of noise from a small group of corporate-backed political organizations about how the *Citizens United* ruling was a "victory for free speech." Yet, in the wake of the Court's decision, poll after poll has shown that Americans of all political stripes believe the Court made a disastrous decision.

Most Republicans think *Citizens United* was bad for democracy:

- A survey conducted in April 2012 by the Opinion Research Corporation (ORC) found that overall, **69% of Americans** agreed that "new rules that let corporations, unions and people give unlimited money to Super PACs **will lead to corruption.**" Only 15% disagreed.ⁱ
 - **Notably, three out of four Republicans (74%)** agreed with this statement.ⁱⁱ
 - A similar poll conducted in January 2012 by the Pew Research Center (PRC) showed that **Independent voters** were by far the group that felt the *Citizens United* ruling was negative – **more than two out of three (67%)** of those polled said the ruling has a negative impact on political campaigns.ⁱⁱⁱ

Most Republicans think big campaign spenders, including corporations, can influence how a member of Congress votes:

- More than two-thirds of respondents (68%) in the ORC poll— **including 71% of Republicans** — also agreed that, "if a company spent \$100,000 to help elect a member of Congress, it could successfully pressure him or her to change a vote on proposed legislation." Only one in five respondents disagreed.^{iv}

Most Republicans think that increased campaign spending erodes trust:

- **Over two out of three Republicans (67%)** responding to the OCR poll said that "they trust government less because big donors to Super PACs have more influence than regular voters."^v



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Most Republicans, including Tea Party supporters, think steps should be taken to curb this corrosive campaign spending:

- A March 2012 poll conducted by ABC News/Washington Post, showed that over two-thirds of Americans (69%) felt Super PACs should be illegal – and over half of these people (52%) said they strongly supported such a move.^{vi}
- Among Tea Party supporters, the number was the same: **69% of Tea Party supporters felt that super PAC's should be outlawed.**^{vii}

CAMPAIGN FINANCE REFORM: PART OF THE CONSERVATIVE LEGACY

Campaign finance reform – including efforts to limit political spending by corporations, unions and the super-wealthy – has historically been part of the conservative legacy.

- The Court's decision rolled back **nearly a century of laws – federal and state – passed by lawmakers from both sides of the aisle** who, regardless of political affiliation, agreed that reasonable restrictions can and should be placed on campaign spending by powerful special interests in order to preserve our democracy. Bipartisan reform efforts included the original ban on direct corporate contributions in the 1907 Tillman Act, and both the 1971 Federal Election Campaign Act and its strong amendments passed in the aftermath of the Watergate scandal.
- *Citizens United* itself struck down key parts of the Bipartisan Campaign Reform Act of 2002 (BCRA), known as the McCain-Feingold Act. BCRA was introduced by Senator John McCain, and was signed into law in 2003 by **Republican President George W. Bush.**^{viii}

Stalwart conservative statesmen have fought for campaign finance reform.

- No less a conservative movement icon than Republican Senator **Barry Goldwater** of Arizona uttered these words in support of bipartisan campaign finance reform in 1983: "*[O]ur nation is facing a crisis of liberty if we do not control campaign expenditures. We must prove that elective office is not for sale. We must convince the public that elected officials are what James Madison intended us to be, agents of the sovereign people, not the hired hands of rich givers, or what Madison called factions.*"
- Arizona Senator **John McCain**, Goldwater's successor and the 2008 Republican presidential nominee, called the Supreme Court's ruling "***a combination of arrogance, naiveté and stupidity, the likes of which I have never seen.***"
- Arguing that campaign finance and government waste are often connected, former Senator **Alan Simpson** of Wyoming notes that, "Public employee pensions, which far exceed their private-sector equivalents, and multibillion-dollar defense programs not requested by the Pentagon are but two examples of the very real price we pay when special interest groups are permitted to influence policies. Both parties are to blame."^{ix}
- Decrying *Citizens United* and seeking to reinvigorate the tradition of pro-reform conservatives in Congress that he'd been a part of for decades, former Senator **Warren Rudman** of New Hampshire wrote that "Supreme Court opinion notwithstanding, corporations are not defined as people under the Constitution, and free speech can hardly be called free when only the rich are heard."^x



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CITIZENS UNITED v FEC – BAD FOR CORE CONSERVATIVE POLITICAL CONCERNS

Protecting States' Rights

- This new influx of *Citizens United* enabled corporate and union political spending stands to have the greatest impact on the outcomes of state and local elections, where huge spending increases can dwarf local resources. This summer's recall elections in Wisconsin, where money from out-of-state corporations, unions, and millionaires is pouring in at record levels, shows how *Citizens United* has made local matters less determined by local voters than ever.
- In a Montana case, *Western Tradition Partnership vs. Montana*, an appointee of Republican Governor and RNC Chairman Marc Racicot, Justice James fiercely criticizes the *Citizens United* ruling. He states "I thoroughly disagree with the Supreme Court's decision in *Citizens United*. I agree, rather, with the eloquent and, in my view, better-reasoned dissent of Justice Stevens."^{xi}

Supporting Small Business

- Small business owners oppose the *Citizens United* ruling: A recent survey in January 2012 of small business owners indicated that **66% of the small business owners polled felt that the Supreme Court's ruling has been bad for small business, compared to only 9% who felt that it has been good for small business.**
- Additionally, **88% of those polled view money in politics negatively, including 68% who view it "very negatively."**^{xii}
- Why do small businesses feel this way? It's not hard to see why – most political contributions given to SuperPACs and independent groups come from a very, very small pool of extremely wealthy donors and giant corporations.
- Though small businesses owners are now 'free' to make these unlimited political contributions, when it comes to political spending small business owners on Main St. can't compete with Big Banks on Wall Street.

When local decision makers do away with partisan rhetoric and look at the facts on the ground, it's clear that Americans across the political spectrum are concerned about the impacts of the *Citizens United* on our democracy and our American way of life, and have a big opportunity to reach out – across the aisle or across town – to work with others to undo this ruling.

From the grassroots on up, the American people are mobilizing to take back local voters' right to hold sway over our elected decision-makers. By passing a local resolution calling for [a constitutional amendment to] overturn *Citizens United*, conservatives can play an integral part in protecting our democracy for the next generation.



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ⁱ Brennan Center for Justice (24 April 2012). "National Survey: Super PACs, Corruption, and Democracy." Retrieved 27 April 2012, from <http://www.brennancenter.org/content/resource/national-survey-super-pacs-corruption-and-democracy>.

ⁱⁱ Brennan Center, *Ibid*.

ⁱⁱⁱ Pew Research Center (17 Jan 2012). "Super PACs Having Negative Impact, Say Voters Aware of 'Citizens United' Ruling, Retrieved 18 January, 2012, from <http://www.people-press.org/2012/01/17/super-pacs-having-negative-impact-say-voters-aware-of-citizens-united-ruling/>

^{iv} Brennan Center, *Ibid*.

^v Pew Research Center, *Ibid*.

^{vi} Eggen, D. (17 Feb 2010, 15 Sept 2011). "Poll: Large majority opposes Supreme Court's decision on campaign financing." *Washington Post*. Retrieved 15 Sept, 2011, from <http://www.washingtonpost.com/wp-dyn/content/article/2010/02/17/AR2010021701151.html>.

^{vii} Eggen, *Ibid*.

^{viii} Roll call votes for BCRA in the U.S. House accessed via the U.S. House Clerk here: <http://mentana.com/ds/retrieve/congress/vote/VG107S22>. Roll call votes for BCRA for the U.S. Senate accessed via U.S. Senate Clerk here:

www.senate.gov/legislative/lis/roll_call_lists/roll_call_vote.cfm?congress=107&session=1&vote=00054

^{ix} Simpson, A. (25 April 2011). "Special Interests Distort Elections." *Politico*. Retrieved 1 May 2012 from <http://www.politico.com/news/stories/0411/53597.html#ixzz1tkI09Yd1>.

^x Rudman, R. (5 Feb 2010). "Republicans losing their way on campaign reform." *Washington Post*. Retrieved 1 May 2012 from <http://www.washingtonpost.com/wp-dyn/content/article/2010/02/04/AR2010020403624.html>.

^{xi} *Western Tradition Partnership vs. Montana* 2011 MT 328 (MT 2011). (Nelson, J. dissenting).

^{xii} American Sustainable Business Council (17 Jan 2012). "Poll Results: Money and Politics" Retrieved 18 January, 2012, from http://www.asbcouncil.org/poll_money_in_politics.html.



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Justice Stephen's Dissenting Opinion
Excerpts

The basic premise underlying the Court's ruling is its iteration, and constant reiteration, of the proposition that the First Amendment bars regulatory distinctions based on a speaker's identity, including its "identity" as a corporation. While that glittering generality has rhetorical appeal, it is not a correct statement of the law. Nor does it tell us when a corporation may engage in electioneering that some of its shareholders oppose. It does not even resolve the specific question whether Citizens United may be required to finance some of its messages with the money in its PAC. The conceit that corporations must be treated identically to natural persons in the political sphere is not only inaccurate but also inadequate to justify the Court's disposition of this case.

In the context of election to public office, the distinction between corporate and human speakers is significant. Although they make enormous contributions to our society, corporations are not actually members of it. They cannot vote or run for office. Because they may be managed and controlled by nonresidents, their interests may conflict in fundamental respects with the interests of eligible voters. The financial resources, legal structure, and instrumental orientation of corporations raise legitimate concerns about their role in the electoral process. Our lawmakers have a compelling constitutional basis, if not also a democratic duty, to take measures designed to guard against the potentially deleterious effects of corporate spending in local and national races.

HISTORY OF AMENDMENTS TO THE U.S. CONSTITUTION

The people of the United States have amended the U.S. Constitution 17 times since the ratification of the Bill of Rights. The majority of the seventeen later amendments have emerged from continued efforts to expand individual civil or political liberties and to protect our democracy. Seven amendments have been enacted to overturn Supreme Court decisions. Here is a brief history.

- 11- Eleventh Amendment (1795): Clarifies judicial power over foreign nationals, and limits ability of citizens to sue states in federal courts and under federal law.
- 12- Twelfth Amendment (1804): Changes the method of presidential elections so that members of the Electoral College cast separate ballots for president and vice president.
- 13- Thirteenth Amendment (1865): Abolishes slavery and authorizes Congress to enforce abolition.
- 14- Fourteenth Amendment (1868): Defines a set of guarantees for United States citizenship; prohibits *states* from abridging citizens' privileges or immunities and rights to due process and the equal protection of the law; repeals the Three-fifths compromise; prohibits repudiation of the federal debt caused by the Civil War.
- 15- Fifteenth Amendment (1870): Prohibits the federal government and the states from using a citizen's race, color, or previous status as a slave as a qualification for voting.
- 16- Sixteenth Amendment (1913): Authorizes unapportioned federal taxes on income.
- 17- Seventeenth Amendment (1913): Converts state election of senators to popular election.
- 18- Eighteenth Amendment (1919): Prohibited the manufacturing, importing, and exporting of alcoholic beverages (see Prohibition in the United States). *Repealed by the Twenty-First Amendment*
- 19- Nineteenth Amendment (1920): Prohibits the federal government and the states from forbidding any citizen to vote due to their sex.
- 20- Twentieth Amendment (1933): Changes details of congressional and presidential terms and of presidential succession.
- 21- Twenty-first Amendment (1933): Repeals Eighteenth Amendment. Permits states to prohibit the importation of alcoholic beverages.
- 22- Twenty-second Amendment (1951): Limits president to two terms.

- 23- Twenty-third Amendment (1961): Grants presidential electors to the District of Columbia.
- 24- Twenty-fourth Amendment (1964): Prohibits the federal government and the states from requiring the payment of a tax as a qualification for voting for federal officials.
- 25- Twenty-fifth Amendment (1967): Changes details of presidential succession, provides for temporary removal of president, and provides for replacement of the vice president.
- 26- Twenty-sixth Amendment (1971): Prohibits the federal government and the states from forbidding any citizen of age 18 or greater to vote on account of their age.
- 27- Twenty-seventh Amendment (1992): Limits congressional pay raises.
- 28- Twenty-eighth Amendment (You Decide): Enact a constitutional amendment that restores democracy to the people and ensures that people, not corporations, govern in America.

Restore Democracy Support

28



What is Free Speech for People?

Free Speech For People (FSFP) is a national, non-partisan campaign seeking to restore democracy to the people and to ensure that people, not corporations, govern in America. FSFP is dedicated to overturning, through a 28th Amendment to the US Constitution, the US Supreme Court's January 2010 ruling in *Citizens United v. FEC* and a corporate rights doctrine, which threatens our elections and our self-government.

What is the problem?

On January 21, 2010, the US Supreme Court, in *Citizens United v. FEC*, overturned longstanding precedent barring corporate expenditures in our elections. The ruling allows corporations to spend unlimited amounts of money in our political process. It also extends, in the most extreme way yet, the dangerous claim that corporations should be treated as people under the US Constitution with the same constitutional rights.

What will it take to overturn this Supreme Court decision?

There are only two ways a Supreme Court ruling can be overturned. The Court could do so itself via a new case or the people can do so via a Constitutional amendment. In order to win a new amendment, we must pass it through two thirds of both houses of Congress and then it goes to the States for ratification. From there, we'll need $\frac{3}{4}$ of all state legislatures to enact it. The Court's ruling in *Citizens United* demands that, once again, we the people use the constitutional amendment process to defend our democracy.

What will the People's Rights Amendment say and what will it do?

The People's Rights Amendment, our name for this language behind this Constitutional amendment, will overturn the *Citizens United v. FEC* ruling and a corporate rights doctrine and will restore our Constitution and democracy to the people. The People's Rights Amendment will end the misuse and abuse of people's constitutional rights by multinational corporations to subvert democratically enacted laws and to gain advantage over competitors. The amendment makes clear that corporations are not people with constitutional rights and ensures that people, not corporations, govern in America.

The Free Speech for People Campaign will work with others to develop specific language for the People's Rights Amendment. Check out our website to read the full text of our proposed language for the amendment.

Is a Constitutional amendment an appropriate response?

Yes. We have amended the Constitution 27 times. Seven of those 27 amendments overturned Supreme Court decisions. Most of these Amendments corrected what the American people

understood were improper restrictions on the right of all people to participate in self-government on equal terms.

Will the People's Rights Amendment limit speech?

No. The People's Rights Amendment will preserve and protect free speech for everyone. Eliminating corporate money in politics or eliminating the ability of corporations to strike down laws that executives of a corporation may think limit corporate marketing campaigns will not affect the speech rights of a single person.

The People's Rights Amendment simply means that we will not allow courts to pretend that corporations are people when it comes to the Constitution.

What about the press?

The People's Rights Amendment will do nothing to infringe freedom of speech or of the press. The First Amendment clearly prevents government suppression of "the press," whether a corporation or not, and that is as it should be.

Regardless of whether the New York Times, Fox News, and other media are operated by people using the corporate form, the media are "press" under the First Amendment, and are not subject to restriction of expression or press activities.

Will the People's Rights Amendment prevent people from joining together into political parties, citizens' organizations, associations, unions or other groups to participate in elections and public debate?

No. The People's Rights Amendment applies to corporate entities, has no application to voluntary associations, and does not change constitutionally protected freedom of association. People are always free to associate with others to promote their speech or engage in political activity.

What will be the impact of the Amendment on company political action committees (PACs) and employee contributions?

The People's Rights Amendment will have no impact on laws that apply to political action committee (PAC) contributions and individual contributions made by company employees or others.

Who Funds Free Speech For People?

Free Speech For People is a nonpartisan, nonprofit organization that receives funding from individuals and foundations across the country.

What can people do?

There are many ways you can get involved in this campaign. Visit our website for more information and a full toolkit of materials to learn more and take action!

www.freespeechforpeople.org

Impressions Of The Citizens United Decision And A Proposed Constitutional Amendment To Overturn It

*Findings from a national survey of registered voters
conducted by Hart Research Associates*

Key findings from this survey

American democracy is an amazing and responsive form of government. For all the Sturm and Drang that surrounds our political system, the American public instinctively seems to know when things have gone too far or the system is out of balance. It does not take a tragedy like Tucson to know when the dialogue needs to be recalibrated.

This survey measures American attitudes toward the January 2010 Supreme Court ruling in the Citizens United case that said corporations have the same rights as individuals and that limiting corporate spending on elections would be a violation of corporations' freedom of speech. It shows that the American public instinctively feels this ruling is a step too far and destabilizing for our democratic system. **Nearly four in five (79%) Americans support passage of an amendment to overturn the decision and make clear that corporations do not have the same rights as people, thus giving Congress the authority to limit the amount of money corporations can spend on elections.**

Dissatisfaction With The Political System And The Advantage That Corporations Have Over Average Citizens

The public has a low level of confidence in and satisfaction with all central elements of our political system. A mere 14% of voters have a great deal or quite a bit of confidence in the political system, and 52% have little confidence. Just 20% of voters are satisfied with the current U.S. political system, while 57% are dissatisfied. Voters are dissatisfied with several elements related to the nation's political system, but they are most dissatisfied with the ability of special interests and corporations to affect the outcome of elections, as well as with political advertising and the amount of money spent on campaigns.

Just as there is little confidence in our political system, the public also has little confidence in corporations today: 14% have a great deal or quite a bit of confidence in corporations, whereas 46% have little confidence in them. Underscoring this lack of trust is that better than four in five (82%) Americans feel corporations care mostly about profits, cut corners on services, overcharge on prices, and do not treat their customers well.

Hart Research / Public Opinion Strategies

The public feels that the current system is out of balance, and there is a desire to figure out how to reestablish a balance between business interests and the interests of individual citizens. Currently 77% of voters feel that corporations have the advantage over average citizens in our political system.

This sense of imbalance is perceived not only in the way corporations impact campaigns and elections, but also in corporations' sway over legislation, regulations, and enforcement. Just 5% of voters think that the current rules and regulations controlling the influence of large corporations on legislation and enforcement are working well, while 57% think they are working extremely or very bad. Additionally, 61% worry a great deal or quite a bit that corporations have too much influence and control over government rules and regulations.

Unfavorable Impressions Of The Citizens United Decision

Awareness of the Citizens United decision is low (just 22% of voters have heard about it), but public reaction is overwhelmingly negative. Among those who have heard of it, 64% disapprove, including 55% who strongly disapprove of it. When those who are not familiar with it read a brief description of it, they have an unfavorable reaction to it by more than five to one (13% favorable, 67% unfavorable).

More than four in five (82%) voters think Congress should take action to limit the amount corporations can spend on elections, and nearly as many (79%) believe that the Citizens United ruling is quite significant.

Support For A Constitutional Amendment To Make Clear That Corporations Do Not Have The Same Rights As People

Fully 79% of voters support passage of a Constitutional amendment to overturn the Supreme Court's decision in the Citizens United case and make clear that corporations do not have the same rights as people, including 42% who would definitely support it. Just 21% are opposed. Large majorities of Democrats (87%), independents (82%), and Republicans (68%) support passage of the amendment.

Each of the arguments in favor of passing a Constitutional amendment to overturn the Citizens United decision is more convincing than *any* of the arguments against it, and the least effective argument against passage is that it will take too long and is not a good use of Congress's time.

In many different ways, the American public makes clear its disapproval of the ruling in the Citizens United case and signals its broad support for a Constitutional amendment to overturn this decision and make clear that corporations do not have the same rights as people. There is a clear desire to readjust the level of influence that corporations have in the nation's political, legislative, and regulatory systems.

From December 27, 2010, to January 3, 2011, Hart Research Associates conducted a survey among 500 registered voters on behalf of Free Speech For People with support from the Nathan Cummings Foundation. The interviews were conducted online among a nationally representative sample of voters.

From: Gail <guemesgail@gmail.com>
 Subject: Corporate and individual Contribution Limits
 Date: October 14, 2013 11:20:50 AM PDT
 To: Cookson Beecher <cooksonb@sos.net>

Contribution Limits 2011-12					
	To each candidate or candidate committee per election	To national party committee per calendar year	To state, district & local party committee per calendar year	To any other political committee per calendar year	Special limits
Individual may give	\$2,500*	\$30,800*	\$10,000 (combined limit)	\$5,000	\$117,000* overall biennial limit: <ul style="list-style-type: none"> • \$46,200* to all candidates • \$70,800* to all PACs and parties
National party committee may give	\$5,000	No limit	No limit	\$5,000	\$43,100* to Senate candidate per campaign
State, district & local party committee may give	\$5,000 (combined limit)	No limit	No limit	\$5,000	No limit
PAC (multicandidate) may give	\$5,000	\$15,000	\$5,000 (combined limit)	\$5,000	No limit
PAC (not multicandidate) may give	\$2,500*	\$30,800*	\$10,000 (combined limit)	\$5,000	No limit
Authorized campaign committee may give	\$2,000	No limit	No limit	\$5,000	No limit

Source: www.fec.gov/pages/brochures/fecfecsa.shtml#Contribution_Limits.

* These contribution limits are indexed for inflation.

RESOLUTION NO. 744

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANGLEY TO THE HONORABLE BARACK OBAMA, PRESIDENT OF THE UNITED STATES, AND TO MEMBERS OF THE SENATE AND HOUSE OF REPRESENTATIVES OF THE UNITED STATES, IN CONGRESS ASSEMBLED

WHEREAS, As the Mayor and members of the Langley City Council, we seek to nurture and expand democracy in our state and in our nation. Free and fair elections are essential to American democracy and effective self-governance. The granting of constitutional protections to non-natural corporate "persons" threatens the rights of living, breathing persons to have their voices heard. Corporations should not have a constitutionally protected right to donate unregulated amounts of money to political campaigns.

WHEREAS, Corporations are legal entities separate and apart from human beings. They can and should be given specific legal rights by Federal, State, and local law, but not the rights of natural, living, breathing persons which are enumerated in the Constitution;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LANGLEY, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

In light of these facts, we, the undersigned members of the City Council of Langley and the Mayor of Langley, State of Washington, respectfully urge Congress to prepare and send to the states for adoption, a Constitutional amendment that in effect reverses the 2010 Supreme Court's *Citizens United* decision by clarifying that

1. Only human beings, not corporations, are persons under the United States Constitution.
2. Money is not speech and the donation of money to a political campaign is not a form of constitutionally protected speech. Therefore regulating political contributions and spending is not equivalent to limiting political speech.

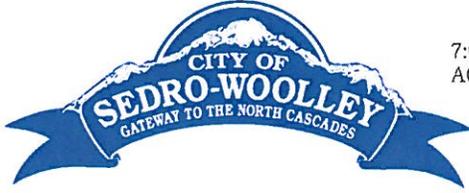
PASSED BY THE CITY COUNCIL OF THE CITY OF LANGLEY, and APPROVED by the Mayor at a regular meeting held this 4th day of June, 2012.

LARRY KWARSICK, Mayor

ATTEST: DEBBIE L. MAHLER, Director of Finance/Clerk

CITY COUNCIL AGENDA
REGULAR MEETING

OCT 23 2013



7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 8

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Christine Salseina
Deputy Clerk

MEMO TO: City Council
FROM: Christine Salseina
RE: Reports of Contracts approved under SWMC2.104.060
FOR MEETING ON: October 23, 2013

The following agreements were approved and are provided for your information:

<u>Contract</u> <u>Dollar Amount</u>	<u>Purpose</u>	<u>Date</u>
1. Interlocal Agreement with SWSD \$1,000.00	Safe Routes to Schools Funding	10/9/2013
2. Interlocal Agreement with Skagit Co. Hospital Dist. No. 1 \$9,000.00	Safe Routes to Schools Funding	10/9/2013

After Recording Return to:

MARK FREIBERGER
SEDRO-WOOLLEY PUBLIC WORKS
325 METCALF STREET
SEDRO-WOOLLEY, WA 98284

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

THE CITY OF SEDRO-WOOLLEY
AND
THE SEDRO-WOOLLEY SCHOOL DISTRICT

THIS AGREEMENT is made and entered into by and between the City of Sedro-Woolley ("City") and the Sedro-Woolley School District, Washington ("District ") pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act.

1. PURPOSE

The purpose of this agreement is to provide the City with the authority to pay the District revenues that comes from the Sedro-Woolley Safe Routes to School 2010 Grant ("Grant") dated 5/1/12 attached hereto and incorporated herein by this reference. The City has been awarded the grant and under its terms is responsible for administering the Grant. One element of the Grant is that the District must run an education and encouragement component estimated at \$5,000. A separate ILA with Skagit County Hospital District No. 1 will provide a coordinator to support these efforts. In addition, the District anticipates employing staff members to fulfill portions of the requirement of the Grant. For this expense, the District will bill the City for their work. Then City then agrees to bill the Washington State Department of Transportation ("WSDOT") for the costs of those services.

2. RESPONSIBILITIES OF THE PARTIES

The Responsibilities of the parties to the agreement shall be as follows:

A. The City

1. The City shall compensate the District for their work on educating the citizens of Sedro-Woolley as described in the Grant.
2. The City shall provide and submit all necessary billing and documentation required under the Grant to WSDOT upon receipt of a request for payment by the District.

B. The District

1. The District shall provide an education and transportation program which satisfies the requirement under the Grant.
 2. The District shall promptly provide monthly billing for those costs incurred providing the education program required under the Grant.
3. TERM OF AGREEMENT: The term of this Agreement shall commence upon execution through the date of when Grant is complete.
4. MANNER OF FINANCING:
Total project cost of the Education/Encouragement portions of this Grant is anticipated not to exceed \$5,000. The District will bill the City periodically for expenses incurred, not to exceed \$1,000.
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 City's representative shall be Mark Freiberger, Director of Public Works.
 - 5.2 The District's representative shall be Brett Greenwood, Executive Director Business & Operations.
6. TREATMENT OF ASSETS AND PROPERTY: The Project will build on a district wide initiative utilizing the Road Education Safety Program. It will involve City police to support walking and riding to school and will include assemblies, publication of pamphlets and maps. Any assets procured for the Road Education Safety Program education component will become the property of the School District to be used in the education program.
7. 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 agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further

provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.

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.

12. OTHER PROVISIONS:

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

APPROVED:

GOVERNMENT AGENCY:
COUNTY, SEDRO-WOOLLEY SCHOOL DISTRICT

CITY OF SEDRO-WOOLLEY, SKAGIT WASHINGTON

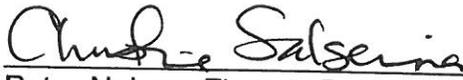
Title of Signatory
(Date _____)



Eron Berg, City Administrator

Attest:

Print Name of Signatory



~~Patsy Nelson, Finance Director~~
Christine Salseina, Deputy Clerk

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

Approved as to form:



Eron Berg, City Attorney

After Recording Return to:

MARK FREIBERGER
SEDRO-WOOLLEY PUBLIC WORKS
325 METCALF STREET
SEDRO-WOOLLEY, WA 98284

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

THE CITY OF SEDRO-WOOLLEY
AND
SKAGIT COUNTY HOSPITAL DISTRICT No. 1

THIS AGREEMENT is made and entered into by and between the City of Sedro-Woolley ("City") and the Skagit County Hospital District No. 1, Washington ("District ") pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act.

1. PURPOSE

The purpose of this agreement is to provide the City with the authority to pay the District revenues that comes from the Sedro-Woolley Safe Routes to School 2010 Grant ("Grant") attached hereto and incorporated herein by this reference. The City has been awarded the grant and under its terms is responsible for administering the Grant. Elements of the Grant for which the District will provide assistance include education, encouragement elements of the Grant estimated at \$5,000, and enforcement elements of the Grant estimated at \$5,000; total \$10,000. A separate ILA with Sedro-Woolley School District will provide staff services to support these efforts. The District anticipates employing staff members to fulfill the requirement of the Grant. For this expense, the District will bill the City for their work. Then City then agrees to bill the Washington State Department of Transportation ("WSDOT") for the costs of those services.

2. RESPONSIBILITIES OF THE PARTIES

The Responsibilities of the parties to the agreement shall be as follows:

A. The City

1. The City shall reimburse the District for their work as described in the Grant.
2. The City shall provide and submit all necessary billing and documentation required under the terms of the Grant to WSDOT upon receipt of a request for payment by the District.

B. The District

1. The District shall provide an education and encouragement program which satisfies the requirement under the Grant.
2. The District shall promptly provide monthly billing for those costs incurred providing the education program required under the Grant.

3. **TERM OF AGREEMENT:** The term of this Agreement shall commence upon execution through the date of when Grant is complete.

4. **MANNER OF FINANCING:**

Total Grant funding available for education and encouragement and enforcement elements is anticipated to be \$10,000. The District will bill the City for expenses incurred supporting this work, not to exceed \$9,000.

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 City's representative shall be Mark Freiburger, Director of Public Works.

5.2 The District's representative shall be Elizabeth McNett Crowl, Coordinator Healthy Communities Outreach and Development

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

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.

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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.

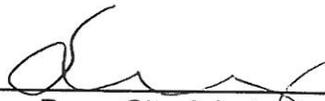
12. OTHER PROVISIONS:

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

GOVERNMENT AGENCY:
COUNTY, SKAGIT COUNTY PUBLIC
HOSPITAL DISTRICT No.1

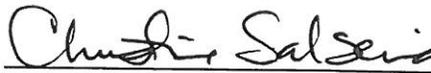
APPROVED:
CITY OF SEDRO-WOOLLEY, SKAGIT
WASHINGTON

Title of Signatory
(Date _____)



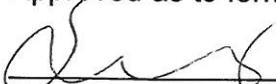
Eron Berg, City Administrator

Print Name of Signatory

Attest:


~~Patsy Nelson, Finance Director~~
Christine Salseina, Deputy Clerk

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

Approved as to form:


Eron Berg, City Attorney