

Next Ord: 1790-14
Next Res: 894-14

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

February 26, 2014

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar1-88

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 #178703 to #178790 plus EFT's in the amount of \$197,954.20
 - Payroll Checks #58034 to #58047 plus EFT's in the amount of \$178,031.65
- d. Proposed Interlocal Agreement with PUD No. 1 of Skagit County Re 2014 Third Street Sidewalk and Pavement Improvements Project, City Project 2013-PW-03
- e. Task Order Signature Approval – SCADA and Controls Engineering Inc. - Professional Services Agreements No. 2014-PS-05
- f. Possible Bid Award – Public Works Agreement No. 2014-PW-12 - 2014 Sedro-Woolley Senior Center Flooring Replacement Project
- g. Possible Bid Award – Public Works Agreement Nos. 2014-PW-13 and 2014-PW-14 for 2014 Annual On-Call Wastewater Treatment Plant Equipment Repairs
- h. LGIP - New Prospectus and Updated Resolution #893-14
- i. Debt Recovery Specialists Agreement

- 4. Public Comment.....89

NEW BUSINESS

- 5. SCOG Agreement & Bylaws (preview reading)91-113
- 6. Jail Agreement Amendment.....115-124

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

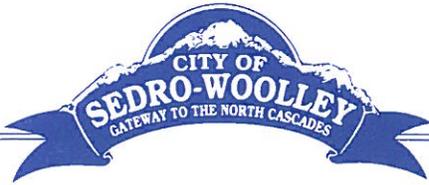
- 7. Minor contracts approved under SWMC 2.104.060 (if any)

EXECUTIVE SESSION

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

FEB 26 2014

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



DATE: February 26, 2014
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 February 26, 2014 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

 ___ Ward 1 Councilmember Kevin Loy
 ___ Ward 2 Councilmember Germaine Kornegay
 ___ Ward 3 Councilmember Brenda Kinzer
 ___ 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.

FEB 26 2014

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
February 12, 2014 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiburger, 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 (Including January 31, 2014 Special Meeting and February 5, 2014 Worksession)
- Finance
 - Claim Checks #178576 – 178702 in the amount of \$173,558.20 (Void Check #178574 & 178575)
 - Payroll Checks #58015 to #58033 plus EFT's in the amount of \$255,565.37
- Professional Services Agreements for Miscellaneous On-Call Professional Services
- Possible Bid Award – Public Works Agreement Nos. 2014-PW-11 - 2014 Annual On-Call Plumbing Services
- Proposed Purchase Order No. 2014-PO-03 with Rodda Paint
- Request for Out of State Travel – Library

Councilmember Galbraith moved to approve the consent calendar items A through G. Seconded by Councilmember Wagoner. Motion carried (7-0).

Special Presentation – Carl Strom Memorial from Sedro-Woolley Police Department Retiree Group

Harold Beitler representing the Sedro-Woolley Police Department Retirees presented the Council a picture of Officer Carl Strom who lost his life in the line of duty in 1933. Beitler spoke of what is known of his death.

Mayor Anderson graciously accepted the picture for placement at City Hall. An identical picture was presented to Police Chief Wood for the squad room. Beitler then introduced the family of Carl Strom. They were received with a round of applause.

2013 Helping Hands Food Bank Service Report by Rick Judd

Rick Judd, President of the Helping Hands Food Bank introduced Michael Fraiser, Food Bank Director who gave a progress report and status of the food bank. He noted the food bank serves 700 Families per week and provided other statistical information, case scenarios of success stories and encouraged everyone to see the beauty in other people and to do something positive in their lives.

Rick Judd discussed the Food Bank's plan to try and purchase a building for a permanent home.

Public Comment

No comment received.

PUBLIC HEARING

Recreation Marijuana Producers and Processors

Planning Director Coleman introduced the topic of continued discussion to allow producers and processors within the City Limits. He reviewed two proposed ordinances for consideration.

City Supervisor/Attorney Berg noted that the public hearing is a legislative matter and not a quasi-judicial. It is a broad policy that could affect multiple parcels and conversation should not be addressed to specific sites. Any projects and specific site would be considered at time of application with its own public hearing.

Councilmember Loy clarified questions that could be asked under the legislative matter.

Mayor Anderson read a statement regarding the procedure of public comment and opened the public hearing at 7:25 P.M.

J.B. Bryson – noted that marijuana is going to happen and this is a chance to get involved up front and time to step up because Sedro-Woolley needs a boost. He addressed the good solid business people within the community stating the City might as well benefit. He also stated that now is time to do something safely and sanely and encouraged Council to support the zoning change.

Jennifer Aylor – 437 Warner St., addressed the Council on behalf of clients she represents who are considering locating in Sedro Woolley. She noted there is no specific site selected at this point. Aylor entertained questions from Council regarding creation of jobs, type of positions, salary range, scope of the project, safety issues and environment.

Leah Kincaid, Michael Drexler and Loren Unick representing Washington Source, addressed Council questions regarding security and security system requirements, employee safety, point of destination of product outside the area, number of licenses within state and maximum license application. A conceptual rendering of a potential facility was shown noting there currently is no particular site selected.

Discussion continued regarding the vision of the local people for jobs, background checks for all employees, location of building, necessary setbacks and parking, level of education, wastewater issues and mitigation, structure specifics, processing, air quality, protection of employees, interest in Sedro-Woolley, wanting to be a part of the community, cost issues, infrastructure and services, this type of industry belonging in an urban level service area, delivery of product and remote locations for cash.

Mayor Anderson closed the public hearing at 7:58 P.M.

Councilmember Sandström moved to pass zoning changes based on Council findings after holding a public hearing, Ordinance No. 1789-14, An ordinance adopting official zoning controls regarding recreation marijuana producers, processors and retailers, Attachment 4, with modification that is allowed in all zones providing it meets zoning and setback criteria. Councilmember Lemley seconded.

Councilmember Loy addressed the logic of 15 acres, not enough time for consideration and being against the way the process is being done.

Further Council discussion ensued regarding having the power to decide what goes where, business risk, zoning restrictions, public and open space and limitation on acreage.

Jennifer Aylor spoke regarding opening up to other zones and the state restrictions.

Councilmember Sandström moved to amend the motion to adopt the ordinance, Attachment 4 as written. Seconded by Councilmember Wagoner.

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

Council vote on the first motion (Ordinance No. 1789-14 An Ordinance Adopting Official Zoning Controls Regarding Recreation Marijuana Producers, Processors and Retailers – Attachment 4) took place. Motion carried (5-2, Councilmembers Loy and Kinzer opposed).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Minor Contracts Approved Under SWMC 2.104.060

Police Chief Wood – reported he had met with Leah Kincaid regarding concerns with the proposed facility. He also announced the retirement of Melissa Dougher and noted they will be starting the process for a replacement.

Public Works Director Freiburger – updated the Council on grant applications. He also reported federal funds will not be able to be used towards the change order for the existing SR20/Cook sidewalk project. After discussions with staff Freiburger recommended to proceed as a change order under the Strider contract and requested Council authorize his request to go forward on basis of change order.

Councilmember Loy questioned the status of the project in connection with Loggerodeo.

Councilmember Sandström also questioned the 3rd Street overlay in connection with Loggerodeo.

Councilmember Loy moved to approve a change order for Schedule D instead of an independent bid. Seconded by Councilmember Wagoner. Motion carried (7-0).

Public Works Director Freiburger then detailed the 3rd Street sidewalk and overlay project in regards to Loggerodeo.

City Supervisor/Attorney Berg – noted the Personnel Committee met and Councilmember Sandström will report on the outcome. He also showed Council a picture of a piece of artwork by local artist Gary Carpenter who would like to donate the piece to be located in City Hall. Berg requested Council authorization to accept the donation.

Councilmember Wagoner moved to accept the generous donation of art and place in the building. Seconded by Councilmember Galbraith. Motion carried (7-0).

City Supervisor/Attorney Berg acknowledge the Arts Council in their role of securing the art piece.

Councilmember Wagoner – reported on the Sedro-Woolley Wrestling team.

Councilmember Sandström – reported on the personnel committee meeting regarding the city policy on nepotism. He stated the committee reviewed the current policy and agreed that no changes were necessary.

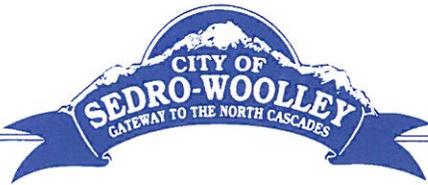
Mayor Anderson – announced the upcoming 5th Annual SPOT (Saving Pets One at a Time) event to be held on Feb 22nd.

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

The meeting adjourned at 8:27 P.M.

FEB 26 2014

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



DATE: February 26, 2014
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 February 26, 2014.

Motion to approve Claim Checks #178703 to #178790 plus EFT's in the amount of \$197,954.20.

Motion to approve Payroll Checks #58034 to #58047 plus EFT'S in the amount of \$178,031.65.

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.

CHECK REGISTER

City Of Sedro-Woolley

Time: 15:17:41 Date: 02/20/2014

MCAG #: 0647

02/26/2014 To: 02/26/2014

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1221	02/26/2014	Claims	2	EFT	US Bank -- Purchase Cards	7,097.95	
					001 - 511 60 31 000 - Supplies	20.00	Business Cards/Kinzer/Kornegay
					001 - 511 60 43 000 - Travel	750.00	
					001 - 511 60 43 000 - Travel	1.50	
					001 - 511 60 43 000 - Travel	272.34	
					001 - 511 60 43 000 - Travel	714.65	AWC Leg Conference
					001 - 511 60 43 010 - Annual Retreat	101.75	
					001 - 513 10 44 009 - Senior Crime Watch	107.80	
					001 - 513 10 44 009 - Senior Crime Watch	307.44	
					001 - 513 10 49 010 - Dues & Subscriptions	142.00	
					001 - 515 30 49 000 - Dues & Subscriptions	40.00	Berg/Keene
					001 - 518 20 32 000 - Auto Fuel	42.40	
					001 - 518 20 32 000 - Auto Fuel	25.44	
					001 - 521 20 31 010 - Printing/publications	28.73	
					001 - 521 20 31 010 - Printing/publications	39.98	Business Cards Harris/Sorsdal
					001 - 521 40 49 000 - Tuition/registration	195.00	
					001 - 521 40 49 000 - Tuition/registration	195.00	
					001 - 522 20 31 000 - Operating Supplies	283.45	
					001 - 522 20 31 010 - Office Supplies	358.57	
					001 - 522 50 48 020 - Repair/maint-garage	56.18	
					001 - 522 50 48 020 - Repair/maint-garage	1,169.85	
					001 - 523 20 31 000 - Office/operating Supplies	32.11	
					001 - 523 20 31 000 - Office/operating Supplies	32.11	
					401 - 535 80 31 000 - Office Supplies	10.00	Business Cards Wynn
					401 - 535 80 49 030 - Misc-tuition/registration	-120.00	
					401 - 535 80 49 030 - Misc-tuition/registration	250.00	
					401 - 535 80 49 030 - Misc-tuition/registration	125.00	
					412 - 537 80 31 000 - Operating Supplies	14.99	Business Cards/Jacobs
					103 - 542 30 49 030 - Misc-tuition/registration	125.00	
					105 - 572 20 31 010 - Supplies	73.91	
					105 - 572 20 34 001 - Early Literacy Program	58.41	
					105 - 572 20 41 003 - Programming Grants	43.20	
					105 - 572 20 42 010 - Postage	93.84	
					101 - 576 80 31 004 - Operating Sup - Comm Cente	11.83	
					001 - 594 18 64 001 - Network Hardware	23.50	
					109 - 594 21 64 109 - Equipment	135.57	
					109 - 594 21 64 109 - Equipment	502.95	
					105 - 594 72 64 000 - Books & Materials	79.00	
					001 - 595 10 31 000 - Supplies	560.00	
					001 - 595 10 43 000 - Travel	13.40	
					001 - 595 10 43 000 - Travel	12.00	
					001 - 595 10 49 000 - Dues/memberships	94.05	
					001 - 595 10 49 010 - Tuition/registration	75.00	
1222	02/26/2014	Claims	2	EFT	WA State Dept Of Revenue	11,169.84	
					401 - 535 80 44 010 - Taxes & Assessments	5,091.27	
					102 - 536 20 44 010 - Taxes And Assessments	451.25	
					412 - 537 80 44 001 - Taxes & Assessments	5,574.83	
					105 - 572 20 44 010 - Taxes & Assessments	8.77	
					101 - 576 80 44 010 - Taxes And Assessments	39.19	
					105 - 594 72 64 000 - Books & Materials	4.53	
1223	02/26/2014	Claims	2	178703	Aaction Excavation Inc	1,847.43	
					401 - 535 50 48 010 - Maintenance Of Lines	1,847.43	
1224	02/26/2014	Claims	2	178704	Aggregates West Inc.	398.27	
					104 - 595 30 63 080 - Const-sr20/cook Realign	398.27	
1225	02/26/2014	Claims	2	178705	Alpine Fire & Safety	256.56	
					401 - 535 80 35 010 - Safety Equipment	37.98	
					412 - 537 80 31 000 - Operating Supplies	90.33	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

02/26/2014 To: 02/26/2014

Time: 15:17:41 Date: 02/20/2014

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 80 31 000		Operating Supplies	90.33	
			103 - 542 30 35 010		Safety Equipment	37.92	
1226	02/26/2014	Claims	2	178706	Aramark Uniform Services		25.68
			401 - 535 80 49 000		Laundry	8.23	
			401 - 535 80 49 000		Laundry	8.23	
			103 - 542 30 49 000		Misc-laundry	4.61	
			103 - 542 30 49 000		Misc-laundry	4.61	
1227	02/26/2014	Claims	2	178707	Assoc Petroleum Products		10,084.60
			001 - 518 20 32 000		Auto Fuel	45.99	
			001 - 518 20 32 000		Auto Fuel	93.14	
			001 - 521 20 32 000		Auto Fuel	1,743.66	
			001 - 522 20 32 000		Auto Fuel/diesel	592.13	
			001 - 523 20 32 000		Auto Fuel	103.21	
			001 - 523 20 32 000		Auto Fuel	45.73	
			401 - 535 80 32 000		Auto Fuel/diesel	83.69	
			401 - 535 80 32 000		Auto Fuel/diesel	96.45	
			401 - 535 80 35 000		Small Tools & Minor Equip	137.15	
			102 - 536 20 32 000		Auto Fuel/diesel	91.46	
			412 - 537 80 32 000		Auto Fuel/diesel	1,932.12	
			412 - 537 80 32 000		Auto Fuel/diesel	1,483.94	
			412 - 537 80 32 000		Auto Fuel/diesel	1,777.55	
			412 - 537 80 32 000		Auto Fuel/diesel	363.27	
			103 - 542 30 32 000		Auto Fuel/diesel	310.34	
			103 - 542 30 32 000		Auto Fuel/diesel	337.23	
			103 - 542 30 32 000		Auto Fuel/diesel	369.78	
			103 - 542 30 32 000		Auto Fuel/diesel	174.03	
			101 - 576 80 32 000		Auto Fuel/diesel	303.73	
1228	02/26/2014	Claims	2	178708	Association Of WA Cities		3,592.68
			001 - 521 20 27 000		Retired Medical	3,592.68	
1229	02/26/2014	Claims	2	178709	Bay City Supply		376.95
			401 - 535 80 31 010		Operating Supplies	112.06	
			101 - 576 80 31 005		Operating Sup - Senior Ctr	161.80	
			101 - 576 80 48 005		Senior Center	46.04	
			101 - 576 80 48 016		City Hall	57.05	
1230	02/26/2014	Claims	2	178710	Bioscience Inc		1,725.00
			401 - 535 50 48 010		Maintenance Of Lines	1,725.00	
1231	02/26/2014	Claims	2	178711	Boulder Park Inc		6,502.51
			401 - 535 80 35 020		Solids Handling	6,502.51	
1232	02/26/2014	Claims	2	178712	Boy's Life		28.00
			105 - 594 72 64 000		Books & Materials	28.00	
1233	02/26/2014	Claims	2	178713	Cascade Natural Gas Corp		85.69
			001 - 521 20 47 000		Public Utilities	71.30	
			401 - 535 80 47 000		Public Utilities	14.39	
1234	02/26/2014	Claims	2	178714	Collins Office Supply Inc		223.62
			001 - 514 23 31 000		Supplies	72.94	
			001 - 521 20 31 002		Office/operating Supplies	38.70	
			412 - 537 80 31 010		Office Supplies	111.98	
1235	02/26/2014	Claims	2	178715	Concrete Nor'west Inc		685.34
			401 - 535 50 48 010		Maintenance Of Lines	548.54	
			401 - 535 50 48 010		Maintenance Of Lines	136.80	
1236	02/26/2014	Claims	2	178716	Crystal Springs		27.72
			401 - 535 80 31 010		Operating Supplies	27.72	
1237	02/26/2014	Claims	2	178717	Databar		2,237.31

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

02/26/2014 To: 02/26/2014

Time: 15:17:41 Date: 02/20/2014

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			425 - 531 50 42 010 - Postage			89.48	
			401 - 535 80 42 015 - Postage			1,454.26	
			412 - 537 80 42 010 - Postage			693.57	
1238	02/26/2014	Claims	2	178718	David Evans & Assoc Inc	1,693.34	
			104 - 595 30 63 080 - Const-sr20/cook Realign			1,693.34	
1239	02/26/2014	Claims	2	178719	Demco Inc	324.76	
			105 - 572 20 31 010 - Supplies			324.76	
1240	02/26/2014	Claims	2	178720	Dwayne Lane's North Cascade Ford	4,380.77	
			001 - 518 20 48 000 - Repair & Maintenance			342.70	
			001 - 521 20 48 010 - Repair & Maint - Auto			1,961.56	
			001 - 521 20 48 010 - Repair & Maint - Auto			37.31	
			001 - 521 20 48 010 - Repair & Maint - Auto			163.77	
			001 - 521 20 48 010 - Repair & Maint - Auto			49.20	
			001 - 521 20 48 010 - Repair & Maint - Auto			68.59	
			001 - 521 20 48 010 - Repair & Maint - Auto			1,441.04	
			001 - 521 20 48 010 - Repair & Maint - Auto			243.40	
			001 - 521 20 48 010 - Repair & Maint - Auto			73.20	
1241	02/26/2014	Claims	2	178721	E & E Lumber	409.53	
			425 - 531 50 31 000 - Operating Supplies			358.04	
			412 - 537 80 31 000 - Operating Supplies			8.29	
			412 - 537 80 31 000 - Operating Supplies			17.10	
			103 - 542 30 31 000 - Operating Supplies			6.62	
			103 - 542 30 31 000 - Operating Supplies			13.41	
			101 - 576 80 31 001 - Operating Sup - Riverfront			20.35	
			101 - 576 80 31 001 - Operating Sup - Riverfront			7.48	
			101 - 576 80 31 001 - Operating Sup - Riverfront			-7.48	
			101 - 576 80 31 001 - Operating Sup - Riverfront			16.28	
			101 - 576 80 31 001 - Operating Sup - Riverfront			-810.50	
			101 - 576 80 31 004 - Operating Sup - Comm Cente			33.41	
			101 - 576 80 31 006 - Operating Sup - City Hall			147.96	
			101 - 576 80 31 006 - Operating Sup - City Hall			-30.31	
			101 - 576 80 31 006 - Operating Sup - City Hall			-32.98	
			101 - 576 80 31 006 - Operating Sup - City Hall			15.27	
			101 - 576 80 35 000 - Small Tools & Minor Equip			105.04	
			101 - 576 80 48 009 - Hammer Square			79.53	
			101 - 576 80 48 016 - City Hall			60.25	
			103 - 595 30 63 020 - Contracted Overlay			42.40	
			103 - 595 30 63 020 - Contracted Overlay			152.36	
			103 - 595 30 63 020 - Contracted Overlay			-129.87	
			103 - 595 30 63 020 - Contracted Overlay			336.88	
1242	02/26/2014	Claims	2	178722	Edge Analytical Inc	428.00	
			401 - 535 80 41 000 - Professional Services			428.00	
1243	02/26/2014	Claims	2	178723	Enterprise Office Systems	488.54	
			001 - 512 50 31 000 - Supplies			104.13	
			001 - 514 23 31 000 - Supplies			371.14	
			001 - 521 20 31 002 - Office/operating Supplies			13.27	
1244	02/26/2014	Claims	2	178724	Fastenal Company	144.97	
			412 - 537 80 31 000 - Operating Supplies			144.97	
1245	02/26/2014	Claims	2	178725	Frontier	898.09	
			001 - 512 50 42 020 - Telephone			37.86	
			001 - 513 10 42 020 - Telephone			56.79	
			001 - 514 23 42 020 - Telephone			56.79	
			001 - 515 30 42 001 - Telephone			25.24	
			001 - 518 80 42 020 - Telephone			18.93	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

02/26/2014 To: 02/26/2014

Time: 15:17:41 Date: 02/20/2014
Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					001 - 521 20 42 020 - Telephone	189.17	
					001 - 522 20 42 020 - Telephone	69.41	
					001 - 522 20 42 020 - Telephone	145.74	
					001 - 524 20 42 020 - Telephone	18.93	
					401 - 535 80 42 020 - Telephone	50.48	
					412 - 537 80 42 020 - Telephone	25.24	
					103 - 542 30 42 020 - Telephone	6.31	
					001 - 558 60 42 020 - Telephone	18.93	
					105 - 572 20 42 020 - Telephone	31.55	
					101 - 576 80 42 020 - Telephone	12.62	
					101 - 576 80 47 010 - Community Ctr	89.93	
					001 - 595 10 42 020 - Telephone	44.17	
1246	02/26/2014	Claims	2	178726	Grainger Parts		1,361.78
					401 - 535 50 48 050 - Maint Of General Equip	1,361.78	
1247	02/26/2014	Claims	2	178727	Guardian Security		140.79
					101 - 576 80 48 016 - City Hall	140.79	
1248	02/26/2014	Claims	2	178728	Hach Company		865.53
					401 - 535 50 48 050 - Maint Of General Equip	279.90	
					401 - 535 80 31 010 - Operating Supplies	355.23	
					401 - 535 80 31 010 - Operating Supplies	230.40	
1249	02/26/2014	Claims	2	178729	Jennifer Howson		525.00
					001 - 512 50 41 000 - Professional Services	150.00	
					001 - 512 50 41 000 - Professional Services	150.00	
					001 - 512 50 41 000 - Professional Services	150.00	
					001 - 512 50 41 000 - Professional Services	75.00	
1250	02/26/2014	Claims	2	178730	Humane Society Of Skagit		132.00
					001 - 521 20 41 021 - Humane Society	132.00	
1251	02/26/2014	Claims	2	178731	Janicki Logging Co		1,379.38
					001 - 522 20 48 000 - Repairs/maint-equip	1,379.38	
1252	02/26/2014	Claims	2	178732	Joys Bakery & Cafe		388.43
					425 - 531 50 31 000 - Operating Supplies	91.70	
					102 - 536 20 35 010 - Safety Equipment	91.70	
					103 - 542 30 41 000 - Professional Services	91.70	
					101 - 576 80 41 000 - Professional Services	113.33	
1253	02/26/2014	Claims	2	178733	Teresa Keene		2,500.00
					001 - 515 30 41 001 - Prosecuting Attorney	2,500.00	
1254	02/26/2014	Claims	2	178734	Lithtex NW		44.18
					001 - 521 20 31 010 - Printing/publications	44.18	
1255	02/26/2014	Claims	2	178735	Loggers And Contractors		284.65
					103 - 542 30 31 000 - Operating Supplies	4.88	
					103 - 542 30 35 010 - Safety Equipment	193.62	
					103 - 542 30 48 010 - Repair/maintenance-equip	86.15	
1256	02/26/2014	Claims	2	178736	Martin Marietta Materials		1,674.96
					103 - 542 30 48 000 - Repair/maint-streets	1,674.96	
1257	02/26/2014	Claims	2	178737	William R McCann		3,000.00
					001 - 515 93 41 000 - Indigent Defender	3,000.00	
1258	02/26/2014	Claims	2	178738	Serena Mynatt		99.00
					001 - 517 90 49 001 - Employee Wellness (educ)	99.00	
1259	02/26/2014	Claims	2	178739	N C Machinery Co		52.84
					103 - 542 30 48 010 - Repair/maintenance-equip	52.84	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

02/26/2014 To: 02/26/2014

Time: 15:17:41 Date: 02/20/2014
Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1260	02/26/2014	Claims	2	178740	N W Section PNCWA	70.00	
					401 - 535 80 49 010 - Misc-dues/subscriptions	70.00	
1261	02/26/2014	Claims	2	178741	Neapolis Restaurant	79.31	
					412 - 386 00 00 412 - Dumpster Deposit	-79.31	Refund Utility Deposit
1262	02/26/2014	Claims	2	178742	North Cascade Quick Lube	39.01	
					101 - 576 80 48 021 - Equipment	39.01	
1263	02/26/2014	Claims	2	178743	Oasys	112.10	
					105 - 572 20 48 020 - Repair/maintenance-equip	112.10	
1264	02/26/2014	Claims	2	178744	Oliver-Hammer Clothes	368.30	
					401 - 535 80 35 010 - Safety Equipment	151.34	
					401 - 535 80 35 010 - Safety Equipment	216.96	
1265	02/26/2014	Claims	2	178745	Orca Pacific Inc	493.63	
					401 - 535 80 31 020 - Op Supplies-chemicals	493.63	
1266	02/26/2014	Claims	2	178746	Pat Rimmer Tire Ctr Inc	2,301.40	
					001 - 522 20 48 000 - Repairs/maint-equip	562.00	
					412 - 537 50 48 000 - Repairs/maint-equip	1,508.94	
					101 - 576 80 48 021 - Equipment	230.46	
1267	02/26/2014	Claims	2	178747	Platt	554.32	
					412 - 537 80 31 000 - Operating Supplies	554.32	
1268	02/26/2014	Claims	2	178748	Proforce Law Enforcement	335.86	
					001 - 594 21 64 000 - Machinery & Equipment	335.86	
1269	02/26/2014	Claims	2	178749	Puget Sound Energy	26,666.44	
					001 - 521 20 47 000 - Public Utilities	25.57	
					001 - 522 50 47 000 - Public Utilities	127.21	
					425 - 531 50 47 000 - Public Utilities	141.18	
					401 - 535 80 47 000 - Public Utilities	10,901.19	
					102 - 536 20 47 000 - Public Utilities	73.85	
					412 - 537 80 47 000 - Public Utilities	134.21	
					103 - 542 63 47 000 - Public Utilities	9.91	
					103 - 542 63 47 000 - Public Utilities	241.25	
					103 - 542 63 47 000 - Public Utilities	10,601.12	
					103 - 542 63 47 000 - Public Utilities	92.92	
					108 - 557 30 41 000 - Advertising	36.94	
					105 - 572 20 47 000 - Public Utilities	235.28	
					101 - 576 80 47 000 - Riverfront	615.16	
					101 - 576 80 47 010 - Community Ctr	178.41	
					101 - 576 80 47 020 - Senior Center	474.39	
					101 - 576 80 47 040 - Train	96.61	
					101 - 576 80 47 050 - Hammer Square	258.61	
					101 - 576 80 47 052 - Bingham Caretaker	40.73	
					101 - 576 80 47 052 - Bingham Caretaker	23.13	
					101 - 576 80 47 053 - Other Utilities	10.81	
					101 - 576 80 47 070 - City Hall	2,347.96	
1270	02/26/2014	Claims	2	178750	Rene's World	47.65	
					401 - 535 80 31 010 - Operating Supplies	21.66	
					001 - 558 60 31 000 - Supplies/books	25.99	
1271	02/26/2014	Claims	2	178751	Safety Meeting Outlines	122.00	
					401 - 535 80 35 010 - Safety Equipment	40.66	
					412 - 537 80 31 000 - Operating Supplies	40.66	
					103 - 542 30 35 010 - Safety Equipment	40.68	
1272	02/26/2014	Claims	2	178752	Secretary Of State	5.56	
					105 - 572 20 42 025 - Internet	5.56	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

02/26/2014 To: 02/26/2014

Time: 15:17:41 Date: 02/20/2014
Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1273	02/26/2014	Claims	2	178753	Sedro-Woolley Auto Parts	377.53	
					001 - 522 20 48 000 - Repairs/maint-equip	15.10	
					401 - 535 50 48 040 - Maintenance Of Vehicles	101.33	
					102 - 536 20 35 000 - Small Tools/minor Equip	18.95	
					102 - 536 20 48 010 - Repair/maint-office Equip	36.76	
					102 - 536 20 48 040 - Repair/maint-equip & Bldg	38.01	
					102 - 536 20 48 040 - Repair/maint-equip & Bldg	29.48	
					102 - 536 20 48 040 - Repair/maint-equip & Bldg	11.39	
					412 - 537 50 48 000 - Repairs/maint-equip	10.43	
					103 - 542 30 31 000 - Operating Supplies	54.23	
					101 - 576 80 48 021 - Equipment	61.85	
					101 - 576 80 48 021 - Equipment	17.34	
					101 - 576 80 48 021 - Equipment	-17.34	
					101 - 576 80 48 021 - Equipment	53.85	
					101 - 576 80 48 021 - Equipment	-53.85	
1274	02/26/2014	Claims	2	178754	Seven Sisters Inc	669.27	
					401 - 535 50 48 050 - Maint Of General Equip	397.39	
					401 - 535 50 48 050 - Maint Of General Equip	271.88	
1275	02/26/2014	Claims	2	178755	Skagit CD	404.43	
					425 - 531 50 41 002 - Contracted Services	404.43	
1276	02/26/2014	Claims	2	178756	Skagit Co Health Dept	70.00	
					101 - 576 80 48 002 - RV Park	70.00	
1277	02/26/2014	Claims	2	178757	Skagit Co Public Works	49,496.48	
					412 - 537 60 47 000 - Solid Waste Disposal	48,143.92	
					001 - 594 21 64 000 - Machinery & Equipment	1,352.56	
1278	02/26/2014	Claims	2	178758	Skagit County Clerk	825.00	
					412 - 343 74 00 000 - Equipment Rental	-825.00	Milton, Randy & Tom
1279	02/26/2014	Claims	2	178759	Skagit County Government	6,091.86	
					001 - 518 80 41 000 - Professional Services	935.85	
					001 - 521 20 51 020 - Spillman System	5,156.01	
1280	02/26/2014	Claims	2	178760	Skagit County Sheriff Office	2,989.80	
					001 - 523 60 51 000 - Prisoners	2,989.80	
1281	02/26/2014	Claims	2	178761	Skagit Farmers Supply	48.77	
					401 - 535 50 48 010 - Maintenance Of Lines	48.77	
1282	02/26/2014	Claims	2	178762	Skagit Law Group, PLLC	869.20	
					425 - 531 50 31 000 - Operating Supplies	15.38	
					425 - 531 50 31 000 - Operating Supplies	19.38	
					401 - 535 80 49 040 - Misc-filing Fees/lien Exp	249.99	
					401 - 535 80 49 040 - Misc-filing Fees/lien Exp	314.99	
					412 - 537 80 49 020 - Misc-filing Fees/lien Exp	119.23	
					412 - 537 80 49 020 - Misc-filing Fees/lien Exp	150.23	
1283	02/26/2014	Claims	2	178763	Skagit Publishing	76.88	
					001 - 511 60 31 001 - Legal Publications	76.88	
1284	02/26/2014	Claims	2	178764	Skagit Valley Herald	144.00	
					001 - 524 20 49 010 - Misc-dues	48.00	
					001 - 558 60 49 010 - Dues/subscript/membership	48.00	
					001 - 595 10 49 000 - Dues/memberships	48.00	
1285	02/26/2014	Claims	2	178765	Staples Business Advantage	151.13	
					001 - 521 20 31 002 - Office/operating Supplies	14.96	
					001 - 521 20 31 002 - Office/operating Supplies	89.99	
					001 - 521 20 31 002 - Office/operating Supplies	46.18	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

02/26/2014 To: 02/26/2014

Time: 15:17:41 Date: 02/20/2014
Page: 7

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1286	02/26/2014	Claims	2	178766	Stiles & Stiles	2,864.00	
					001 - 512 50 41 010 - Municipal Court Judge	2,864.00	
1287	02/26/2014	Claims	2	178767	The Book PC.com. Inc.	1,125.00	
					401 - 594 35 64 001 - Portable Equipment	1,125.00	
1288	02/26/2014	Claims	2	178768	The Week	60.49	
					105 - 594 72 64 000 - Books & Materials	60.49	
1289	02/26/2014	Claims	2	178769	Tigerdirect Inc	970.56	
					001 - 594 18 64 001 - Network Hardware	37.83	
					001 - 594 18 64 001 - Network Hardware	932.73	
1290	02/26/2014	Claims	2	178770	Truck Toys Inc	543.34	
					412 - 537 50 48 000 - Repairs/maint-equip	543.34	
1291	02/26/2014	Claims	2	178771	True Value	347.81	
					001 - 523 20 31 000 - Office/operating Supplies	10.82	
					401 - 535 80 31 010 - Operating Supplies	28.83	
					401 - 535 80 31 010 - Operating Supplies	21.69	
					412 - 537 80 31 000 - Operating Supplies	4.06	
					412 - 537 80 31 000 - Operating Supplies	5.39	
					412 - 537 80 31 000 - Operating Supplies	6.50	
					103 - 542 30 31 000 - Operating Supplies	5.72	
					103 - 542 30 31 000 - Operating Supplies	43.12	
					103 - 542 30 31 000 - Operating Supplies	14.63	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	84.56	
					101 - 576 80 31 012 - Operating Sup - Hammer	84.56	
					101 - 576 80 31 012 - Operating Sup - Hammer	5.40	
					001 - 594 21 64 000 - Machinery & Equipment	19.52	
					001 - 594 21 64 000 - Machinery & Equipment	13.01	
1292	02/26/2014	Claims	2	178772	United Laboratories	347.68	
					401 - 535 80 31 010 - Operating Supplies	155.11	
					101 - 576 80 31 008 - Operating Sup - Memorial	192.57	
1293	02/26/2014	Claims	2	178773	Util Underground Loc Ctr	49.28	
					401 - 535 80 31 010 - Operating Supplies	49.28	
1294	02/26/2014	Claims	2	178774	VOA/Connections Conference	70.00	
					105 - 572 20 49 010 - Tuition/registration	70.00	
1295	02/26/2014	Claims	2	178775	Valley Auto Supply	49.37	
					103 - 542 30 48 010 - Repair/maintenance-equip	49.37	
1296	02/26/2014	Claims	2	178776	Valley Freightliner Inc	2,927.29	
					412 - 537 50 48 000 - Repairs/maint-equip	1,418.21	
					412 - 537 50 48 000 - Repairs/maint-equip	1,428.53	
					412 - 537 50 48 000 - Repairs/maint-equip	80.55	
1297	02/26/2014	Claims	2	178777	Van's Equipment Rent Inc	390.60	
					001 - 594 21 64 000 - Machinery & Equipment	390.60	
1298	02/26/2014	Claims	2	178778	Leslie Visten	1,258.80	
					001 - 521 20 27 000 - Retired Medical	1,258.80	
1299	02/26/2014	Claims	2	178779	Vogue Magazine	49.95	
					105 - 594 72 64 000 - Books & Materials	49.95	
1300	02/26/2014	Claims	2	178780	WA St Dept Of Enterprise Svc	13,730.41	
					001 - 518 80 49 000 - Software Maint & Support	13,730.41	
1301	02/26/2014	Claims	2	178781	WA St Dept Of Licensing	116.00	
					001 - 595 10 49 000 - Dues/memberships	116.00	

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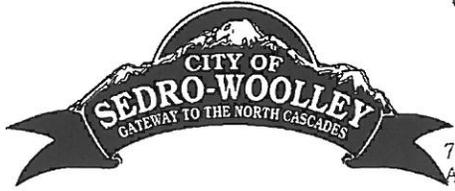
City Of Sedro-Woolley
MCAG #: 0647

02/26/2014 To: 02/26/2014

Time: 15:17:41 Date: 02/20/2014

Page: 8

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1302	02/26/2014	Claims	2	178782	WA St Dept Of Transport	398.40	
					104 - 595 30 63 080 - Const-sr20/cook Realign	64.29	
					104 - 595 61 63 001 - Const Sr9 Lucas/pk Cottage	167.05	
					104 - 595 61 63 025 - Const-sr9 Mcgarg/sumr Mead	167.06	
1303	02/26/2014	Claims	2	178783	Washington Fire Chiefs	700.00	
					001 - 522 20 49 010 - Misc-dues	700.00	
1304	02/26/2014	Claims	2	178784	Washington State Patrol	66.00	
					001 - 521 20 51 000 - Intergov Svc-gun Permits	66.00	
1305	02/26/2014	Claims	2	178785	Washington Tractor	269.69	
					101 - 576 80 48 021 - Equipment	202.93	
					101 - 576 80 48 021 - Equipment	66.76	
1306	02/26/2014	Claims	2	178786	Waste Management Of Skgt	9,450.62	
					412 - 537 60 47 010 - Recycling - Household	9,450.62	
1307	02/26/2014	Claims	2	178787	Waterclear Co Inc (the)	183.58	
					401 - 535 80 35 020 - Solids Handling	183.58	
1308	02/26/2014	Claims	2	178788	West Payment Ctr	249.60	
					001 - 515 30 41 002 - Westlaw Services	249.60	
1309	02/26/2014	Claims	2	178789	Western Peterbuilt	403.66	
					412 - 537 50 48 000 - Repairs/maint-equip	403.66	
1310	02/26/2014	Claims	2	178790	Wood's Logging Supply Inc	340.45	
					401 - 535 80 35 010 - Safety Equipment	110.63	
					401 - 535 80 35 010 - Safety Equipment	196.28	
					103 - 542 30 31 000 - Operating Supplies	3.31	
					103 - 542 30 31 000 - Operating Supplies	30.23	
					001 Current Expense Fund	57,611.84	
					101 Parks & Facilities Fund	5,664.52	
					102 Cemetery Fund	842.85	
					103 Street Fund	15,082.27	
					104 Arterial Street Fund	2,490.01	
					105 Library Fund	1,279.35	
					108 Stadium Fund	36.94	
					109 Special Investigation Fund	638.52	
					401 Sewer Fund	35,952.69	
					412 Solid Waste Fund	77,235.62	
					425 Stormwater	1,119.59	
					* Transaction Has Mixed Revenue And Expense Accounts	197,954.20	
					Claims:	197,954.20	



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 26 2014

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Proposed Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County Re 2014 Third Street Sidewalk and Pavement Improvements Project, City Project 2013-PW-03**

DATE: February 19, 2014 (for Council review February 26, 2014)

ISSUE

Should the city council ratify the attached Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County for purpose of reimbursing the city for design and construction phase services for design of water main improvements in conjunction with the 2014 Third Street Sidewalk and Pavement Improvements Project, totaling \$6,106.00?

BACKGROUND/DISCUSSION

PUD No. 1 has requested that the city provide design phase services replacement and upgrade of existing water main facilities located within the existing right of way associated with the 2014 Third Street Sidewalk and Pavement Improvements Project. The attached Interlocal agreement allows for reimbursement of the city for design and construction phase services for the added facilities. Bid Schedule C of the ILA shows our estimate for the design work, plus a 5% administrative fee, currently totaling \$6,106.00. This agreement will be amended after close of bids to add construction phase work.

Addition of the water main upgrade will ensure that underground utilities are upgraded within the project limits.

The proposed Interlocal is similar to previous ILA's done for the Fruitdale-McGarigle Road Project, the SR20, F&S Grade Road Project, SR20, Metcalf to Township Lane Widening Project, and the SR9 Pedestrian/Bicycle Safety Improvements Project.

MOTION

Ratify the proposed Interlocal Agreement between the City of Sedro-Woolley and Public Utility District No. 1 of Skagit County for purpose of reimbursing the city for design and construction phase services for the 2014 Third Street Sidewalk and Pavement Improvements Project, totaling \$6,106.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY AND SKAGIT
COUNTY PUBLIC UTILITY DISTRICT NUMBER 1**

THIS AGREEMENT is made and entered into this ____ day of _____ 2014, by and between the City of Sedro-Woolley, a Washington Municipal Corporation, herein referred to as "CITY," and Public Utility District Number 1 of Skagit County, herein referred to as "PUD."

WHEREAS, the City is in the process of constructing the **2014 Third Street Sidewalk and Pavement Improvements Project, City Project 2013-PW-03,**

WHEREAS, PUD desires to replace and upgrade an existing PUD water main located within the project limits,

WHEREAS, the parties believe the project will be completed most efficiently and cost effectively if the PUD work is conducted pursuant to the City's contract with the prime contractor,

WHEREAS, the City and PUD are each independently authorized by law to conduct such activity; and,

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities, including an agency of state government, on a basis of mutual advantage; and,

WHEREAS, it is of mutual advantage to the City and PUD to enter into this Agreement providing a mechanism for the PUD's work related to the City's project to be constructed by the City and paid for by the PUD as part of the **2014 Third Street Sidewalk and Pavement Improvements Project** (the Project); and,

WHEREAS, it is necessary for the City and the PUD to enter into an agreement setting forth the terms, conditions, and requirements for completing the Project.

NOW, THEREFORE, in consideration for the terms and conditions contained herein and in the documents incorporated herein, the parties agree as follows:

STATEMENT OF WORK

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

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

Item	Item Description		Unit of	Apparent Low Bidder (TBD)	
No.		Quantity	Measure	Unit Price	Amount
xx	CONSTRUCTION PHASE – TO BE DETERMINED	1.00	LS	TBD	TBD
	Construction Phase - Schedule C SUB-TOTAL				TBD
	Tax at 8.5 Percent				TBD
	Total Schedule C including Tax				TBD
	Design Engineering –	1.00	EST		\$4,920.00
	Construction Engineering Coordination	1.00	EST		\$1,200.00
	Construction Surveying (estimated)	1.00	EST		\$1,500.00
	Soils Testing (estimated)	1.00	EST		\$500.00
	Contract Administration	5%			\$406.00
	TOTAL (ROUNDED)				\$6,106.00

COMPENSATION

2. City will charge PUD for its portion of the services described above at its actual costs plus 5% for Administration for a maximum compensation not to exceed \$6,106.00 without further authorization from PUD. Requests by PUD for any other services by the City shall be negotiated as a mutually agreed amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended by mutual written agreement to authorize additional compensation.

It is contemplated that the City will contract for all aspects of the job, and the PUD will reimburse the City for its respective share of the contract costs associated with the scope of work identified above.

PUD will review and approve design documents, furnish design survey data in electronic format, and provide field inspection services for their portion of the work. City’s contract manager and inspector will coordinate with PUD and schedule testing and administer change orders and pay requests.

Design and construction phase engineering coordination, construction surveying and soils testing costs shown above are estimates. The actual cost will be billed based on invoices from the appropriate sub-consultant. Construction Phase Services and Construction Contract will be determined after close of bids.

In the event a dispute arises between the City and a contractor that may affect the costs of the work for which PUD is responsible, the City will consult with PUD concerning the dispute and the method of resolution.

In the event the work requires change orders due to unforeseen conditions or other matters, the City is authorized to approve change orders related to the portion of the work for which PUD is responsible, after consultation with PUD, for a total amount not to exceed the amount provided for in the construction contract for changes, overruns and contingencies.

PAYMENT PROCEDURE

3. The City shall submit invoices to PUD on a monthly basis. Payment shall be made by warrant or account transfer by PUD to the City within 30 days of receipt of the invoice. Details of payment process shall be determined by the parties' respective financial offices.

INDEPENDENT CAPACITY

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

LEGAL RELATIONS

5. Neither party shall be liable for damage or claims which arise from or relate to the performance or non-performance of this Agreement by the other party. Each party shall be responsible only for the negligent acts and omissions of its own officers, employees, and agents, and no party shall be considered the agent of the other.

ASSIGNMENT

6. PUD understands that the City will contract for services to be provided under this agreement and amendments thereto. However, neither party shall assign or convey its interests or obligations under this Agreement without the written consent of the other. There are no third-party beneficiaries of this agreement.

DISPUTES

7. It is expected that any conflicts arising out of the implementation of this Agreement will be resolved at the staff level. In the event that issues cannot be resolved by staff in a timely fashion, the parties agree to elevate the dispute through equivalent management levels of each party, and if necessary to the general manager and City Supervisor.

In the event that a dispute cannot be resolved in the manner described above, they shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

AMENDMENT

8. This Agreement shall be amended only by written mutual consent of the parties. Amendments to this agreement may be initiated by any of the parties and will become final after written agreement by all parties and appropriate signatories is executed.

TERMINATION

9. This agreement is effective from the date of signature by all parties and remains in effect until modified by written mutual consent or terminated. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. If this Agreement is so terminated, PUD shall be responsible to the City for performance rendered or costs incurred or contracted for in accordance with the terms of this Agreement prior to the effective date of termination, including the cost of any work contracted for by the City or the cost to the City to terminate the contract for said work.

CONTRACT MANAGEMENT

10. The contract administrators shall be the persons listed below. The contract administrator for each party shall be responsible for and shall be the contact person for all notices and communications regarding the performance of this Agreement.

Mike Benton
Project Manager
Skagit County PUD No. 1
POB 1436
1415 Freeway Drive
Mount Vernon, WA 98273
(360) 848-4439
benton@skagitpud.org

David Lee, PE
City Engineer
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
(360) 855-0771
dlee@ci.sedro-woolley.wa.us

GOVERNANCE

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

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

- Applicable state and federal constitution statutes and rules;

- Statement of work; and
- Any other provisions of the Agreement, including materials incorporated by reference.

WAIVER

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

SEVERABILITY

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

ALL WRITINGS CONTAINED HEREIN

14. This Agreement contains all the terms and conditions agreed upon by the parties. 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.

ADDITIONAL PROVISIONS

15. This Agreement does not create any separate legal entity, create any joint organization, establish any common budget, nor authorize the joint acquisition of any personal or real property.

DATED this ____ day of _____, 2014.

CITY OF SEDRO-WOOLLEY

Mayor

ATTEST:

Deputy Clerk

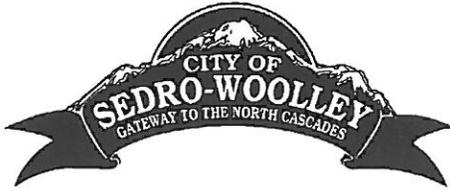
APPROVED AS TO FORM:

City Attorney

PUBLIC UTILITY DISTRICT NO. 1 OF
SKAGIT COUNTY

Robert B. Powell, General Manager

APPROVED AS TO FORM:



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 26 2014

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 32

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Task Order Signature Approval
SCADA and Controls Engineering Inc.
Professional Services Agreements No. 2014-PS-05**
DATE: February 19, 2014 (for Council action February 26, 2014)

ISSUE

The attached task order is over the Director of Public Works signature authority.

BACKGROUND/DISCUSSION

The city approved a professional services agreement with SCADA and Controls Engineering Inc. on February 13, 2014. Individual task orders are issued for work as needed.

FINANCE

The attached Task Order is issued for budgeted SCADA and Programming Software Upgrades. The BARS budget line item has been identified below.

401.000.035.594.35.64.00 Machinery & Equipment - Sewer Fund	\$86,000
---	----------

MOTION:

Move to authorize the Director of Public Works to execute the attached task order No. 2014-PS-05-TO-03 with SCADA and Controls Engineering Inc. in the amount not to exceed \$40,000.



TASK ORDER
CITY OF SEDRO-WOOLLEY
ON-CALL SERVICES

Task Order No. 2014-PS-05-TO-03
Task Title SCADA and Programming Software Upgrades
Consultant SCADA & Controls Engineering Inc.
Consultant Contact Michael J. Smith Phone 206-354-1779 Email smith@scadace.com
dallen@ci.sedro-
City Contact Debbie Allen Phone 360-856-1100 Email woolley.wa.us
Budget (BARS) 401.000.035.594.35.64.00
City Project No. _____ No. Machinery & Equipment
Reimbursable? Yes, by _____
 No

DESCRIPTION OF TASK ASSIGNMENT

SCADA and Programming Software Upgrades

 Per attached Scope of Services; Exhibit # A
Site Address or Location City Limits

COMPENSATION

LUMP SUM – Compensation for services shall be a lump Sum of _____
 TIME AND MATERIAL – Compensation for these services will be on a Time and Materials basis, not to exceed \$40,000.00 without written authorization.
 Approved budget attached (If applicable.)

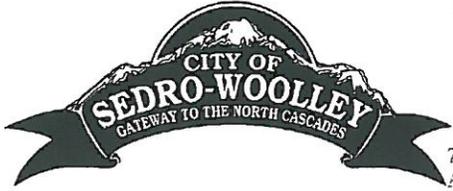
SCHEDULE The Consultant shall complete the services described above:

Schedule all work through
Debbie Allen, WWTP
 Supervisor
 In accordance with the attached schedule.

All provisions of the Agreement 2014-PS-05 for On-Call Engineering Services dated February 13, 2014 shall be in full force and effect for this Task Order.

APPROVED

CITY OF SEDRO-WOOLLEY	CONSULTANT
By <u>Mark Freiberger, P.E.</u>	By _____
Signature _____	Signature _____
Title <u>Director of Public Works</u>	Title _____
Date _____	Date _____



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 26 2014

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 31

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark Freiberger, PE
RE: **Possible Bid Award
Public Works Agreement No. 2014-PW-12
2014 Sedro-Woolley Senior Center Flooring Replacement Project**
DATE: February 19, 2014 (for Council action February 26, 2014)

ISSUE:

Shall the council move to award and authorize the mayor to execute the attached Public Works Agreement No. 2014-PW-12 for the 2014 Sedro-Woolley Senior Center Flooring Replacement Project to Shaw Contract Flooring Services Inc., DBA Spectra Contract Flooring of Tukwila, WA in the amount of \$17,303.58 (including sales tax)?

BACKGROUND:

On February 11, 2014, bids closed for the 2014 Sedro-Woolley Senior Center Flooring Replacement Project. Four bids were received for the project, two were qualified bids. The Final Bid Summary prepared by our office is attached.

DISCUSSION:

This project replaces the flooring in the main commons area of the Sedro-Woolley Senior Center Building. Skagit County has agreed to reimburse the City for half of the costs to replace the flooring up to \$10,000.

The apparent low bidder is Shaw Contract Flooring Services Inc., DBA Spectra Contract Flooring of Tukwila, WA with a bid of \$17,303.58 (including sales tax). Based on the final bid summary as attached and a review of references we recommend award of the bid.

FINANCIAL:

Funds for this project are available from the Account 101 Capital Outlays, Buildings and Structures line item, budgeted at \$20,000.

MOTION:

Move to award and authorize the Mayor to execute the attached Public Works Agreement No. 2014-PW-12 for the 2014 Sedro-Woolley Senior Center Flooring Replacement Project to Shaw Contract Flooring Services Inc., DBA Spectra Contract Flooring of Tukwila, WA in the amount of \$17,303.58 (including sales tax).



City of Sedro-Woolley

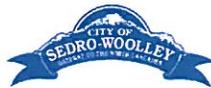
FINAL - BID SUMMARY

2014 Sedro-Woolley Senior Center Flooring Replacement Project

BID OPENING: February 11, 2014, 2:00PM

RANK	COMPANY NAME	TOTAL BID COMPARISON AMOUNT	MRSC	ADDENDUM ACKNOWLEDGED
1	Shaw Contract Flooring Services Inc., DBA Spectra Contract Flooring - Tukwila, WA	\$ 17,303.58	Yes	Yes
2	Talakai Construction - Seattle, WA	\$ 26,749.55	Yes	Yes
3	Lynden Floor Design - Lynden, WA	\$ 22,220.20	Yes	No
4	Danneko Construction - Kirkland, WA	\$ 23,219.00	Yes	No

RECORDED BY: J. Rosario



PUBLIC WORKS AGREEMENT 2014-PW-12

Project Name: 2014 Sedro-Woolley Senior Center Flooring Replacement Project

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Shaw Contract Flooring Services Inc., DBA Spectra Contract Flooring, 17620 West Valley Highway, Tukwila, WA 98188**, (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

Project description: **To provide flooring replacement in the main commons area for the City of Sedro-Woolley Senior Center per the "Request for Proposals"**

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina (360-661-6492)** as its Project Manager. Contractor designates _____ as its Project Manager.

C. Business License: A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

D. Taxes: Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

E. Bonding Requirements: The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;

2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. Insurance: The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive**

liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

G. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the City. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

III. PAYMENT

A. The City agrees to pay the Contractor **\$17,303.58**

B. The Contractor will be paid on the basis of invoices for work satisfactorily completed per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

C. The Contractor will be paid on the basis of invoice(s) for work satisfactorily completed. Invoice(s) are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and U. S. Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **June 30, 2014**

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

Scope of project: **To provide flooring replacement in the main commons area for the City of Sedro-Woolley Senior Center per the "Request for Proposals" dated January 28, 2014.**

C. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

D. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

E. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

F. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

G. Washington State Department of Retirement Systems. Have you retired under the 2008 early retirement factors? Yes No N/A

H. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

EXECUTED, this the _____ day of _____, 201____, for the Contractor, _____

_____, Contractor

EXECUTED, this the _____ day of _____, 201____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. **Current Expense:** The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.

- _____ 2. **Interest Bearing Account:** The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

- _____ 3. **Escrow / Investments:** The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-WOOLLEY:

- 1. Bills, certificates, notes or bonds of the United States.
- 2. Other obligations of the United States or its agencies.
- 3. Indebtedness of the Federal national Mortgage Association.
- 4. Time Deposits in commercial banks.

Designate below the type of investment selected:

- _____ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice

or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____ day of _____, 20____.

Contractor

BY: _____
Signature & Title

Address

City State Zip

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

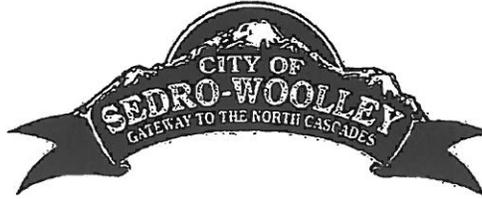
Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____



2014 SEDRO-WOOLLEY SENIOR CENTER FLOORING REPLACEMENT PROJECT

BID PROPOSAL – Addendum 1

Proposals due by 2 pm, Tuesday, February 11, 2014

Bids may be submitted in person or by U.S. Mail, facsimile or email to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284, (360) 855-0771, facsimile 360-855-0733, email irosario@ci.sedro-woolley.wa.us.

We, the undersigned, hereby agree to bid the following per the "Request for Proposals – "2014 Sedro-Woolley Senior Center Flooring Replacement Project":

Lump Sum Bid Proposal:

Lump Sum Bid	\$	<u>15,948.00</u>
8.5% Sales Tax	\$	<u>1,355.58</u>
Total LS Bid	\$	<u>17,303.58</u>

Receipt is hereby acknowledged of Addendum No. 1 yes

BIDDER NAME: Spectra Contract Flooring

ADDRESS: 17620 West Valley Hwy.
Tukwila, WA 98188

CONTACT: Bill Gardner

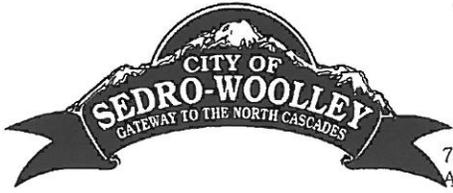
TELEPHONE: 360-296-5612

UBI No. 601-797-099

REQUIRED ENCLOSURES:
Statement of Bidder's Qualifications X

FEB 11 2014

12:44pm for



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 26 2014

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Possible Bid Award
Public Works Agreement Nos. 2014-PW-13 and 2014-PW-14 for 2014 Annual On-Call
Wastewater Treatment Plant Equipment Repairs**
DATE: February 19, 2014 (for Council action February 26, 2014)

ISSUE

Shall council move to award and authorize Mayor Anderson to execute the attached Public Works Agreement Nos. 2014-PW-13 and 2014-PW-14 for 2014 Annual On-Call Wastewater Treatment Plant Equipment Repairs with PumpTech Inc. of Bellevue, WA and as a back-up with Stellar J Corporation of Woodland, WA?

BACKGROUND/DISCUSSION

The city closed bids on February 13th under the MRSC Small Works Roster process for the following contract:

- 2014 On-Call Wastewater Treatment Plant Equipment Repairs

Our Final Bid Comparison is attached.

These contracts will provide labor, materials and equipment for miscellaneous on-call type repairs to the City of Sedro-Woolley Wastewater Treatment Plant. The basis for bid comparison was a typical two day service call based on contractor proposed hourly rates. Staff also considered the ability of the contractor to respond, available equipment and references in the determination of the low bidder.

Contract	Contractor	Not-to-Exceed Total
2014-PW-13	PumpTech Inc	\$35,000.00
2014-PW-14	Stellar J Corporation (Back-up)	\$35,000.00

FINANCE

The work will be generally funded as follows:

401.000.035.535.50.48.50 – Maintenance of General Equipment - \$75,000

The individual contracts are issued as not to exceed the amount as shown. Individual Task Orders will be issued for work as needed, and will include negotiated lump sum or not to exceed estimates. Actual amounts will vary depending on repairs and the type of equipment needed.

MOTION:

Move to award and authorize Mayor Anderson to execute the attached Public Works Agreement Nos. 2014-PW-13 and 2014-PW-14 for 2014 Annual On-Call Wastewater Treatment Plant Equipment Repairs with PumpTech Inc of Bellevue, WA and as a back-up with Stellar J Corporation of Woodland, WA.



CITY OF SEDRO-WOOLLEY
 2014 On-Call Wastewater Treatment Plant Equipment Repairs
TWO DAY REPAIR PROJECT FOR BID COMPARISON
 Bid Opening: February 13, 2014
FINAL BID COMPARISON - Addendum 1

Contractor Name:

Office Location:

ITEM	QUANTITY	UNIT	PumpTech Inc.		Stellar J Corporation	
			RATE	TOTAL	RATE	TOTAL
Millwright/Mechanic Foreman	16.00	Hour	105.00	1,680.00	59.64	954.24
Millwright/Mechanic	32.00	Hour	88.00	2,816.00	58.64	1,876.48
Equipment Operator	16.00	Hour	100.00	1,600.00	75.83	1,213.28
Pickup with Tools	16.00	Hour	18.00	288.00	15.00	240.00
Service Truck with Tools	16.00	Hour	30.00	480.00	25.00	400.00
23 Ton Hydraulic Boom Truck with Rigging (Note 4)	2.00	Days	650.00	1,300.00	2,500.00	5,000.00
Crew Mobilization/Demobilization (Note 2)	1.00	LS	300.00	300.00	400.00	400.00
Hydraulic Boom Truck Mobilization/Demob (Note 5)	1.00	LS	300.00	300.00	625.00	625.00
Materials (Note 3)	1.00	EST	1,000.00	1,000.00		1,000.00
Markup on Materials (Note 3)	0.0%	%	0.30	300.00	0.25	250.00
SUBTOTAL				10,064.00		11,959.00
WASHINGTON STATE SALES TAX AT 8.5%				855.44		1,016.52
TOTAL				10,919.44		12,975.52

MRSC Listing:

Corrections:

Yes

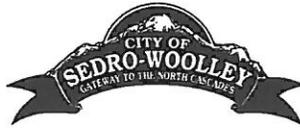
No

Yes

Yes

NOTES:

1. Project assumes a two day repair during normal working hours of a miscellaneous mechanical equipment problem at the Wastewater Treatment Plant.
2. Crew Mobilization/Demobilization (Round Trip) - One mobilization/demobilization for crew and general equipment (excluding Boom Truck) will be paid per task order, unless agreed to otherwise.
3. Contractor's markup rate to be applied to \$1,000 Material allowance for comparison purposes.
4. Hydraulic Boom Truck to be 23 ton capacity, 95' boom.
5. Hydraulic Boom Truck Mobilization/Demobilization (Round Trip) - One mobilization/demobilization for the Hydraulic Boom Truck will be paid per task order, unless agreed to otherwise.



PUBLIC WORKS AGREEMENT 2014-PW-13

Project Name: 2014 On-Call Wastewater Treatment Plant Equipment Repairs

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **PumpTech Inc., 12020 SE 32nd Street, Suite 2, Bellevue, WA 98005.** (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

Project description: **2014 On-Call Wastewater Treatment Plant Equipment Repairs**

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Debbie Allen, Wastewater Treatment Supervisor** as its Project Manager. Contractor designates _____ as its Project Manager.

C. Business License: A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

D. Taxes: Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

E. Bonding Requirements: The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;

2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. Insurance: The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite

and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

G. Traffic Control: The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the City. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

III. PAYMENT

A. The maximum payable hereunder is **\$35,000**.

B. Individual Task Orders will specify the method of compensation, which will be on a Time & Expense Not To Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and U. S. Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **February 28, 2015**.

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: **Per Task Order**

D. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

E. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

F. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

G. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

H. Washington State Department of Retirement Systems. Have you retired under the 2008 early retirement factors? Yes No N/A

I. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

EXECUTED, this the _____ day of _____, 201____, for the Contractor, _____

, Contractor

EXECUTED, this the _____ day of _____, 201____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. **Current Expense:** The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.

- _____ 2. **Interest Bearing Account:** The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

- _____ 3. **Escrow / Investments:** The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-WOOLLEY:

- 1. Bills, certificates, notes or bonds of the United States.
- 2. Other obligations of the United States or its agencies.
- 3. Indebtedness of the Federal national Mortgage Association.
- 4. Time Deposits in commercial banks.

Designate below the type of investment selected:

- _____ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____

Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____ . Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____ day of _____, 20____.

Contractor

BY: _____
Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____

CITY OF SEDRO-WOOLLEY

City

BY: _____
Authorized Signature & Title

Address

City State Zip

EXHIBIT A



CITY OF SEDRO-WOOLLEY
 2014 On-Call Wastewater Treatment Plant Equipment Repairs
SAMPLE LABOR AND EQUIPMENT RATE SHEET - Addendum 1

Contractor Name: *PumpTech Inc.*

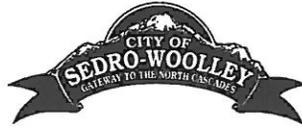
Address: *12020 SE 32nd Street, Suite 2, Bellevue, WA 98005*

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (5)
Labor Rates (Note 2)	105.00	157.50
Millwright/Mechanic Foreman	88.00	132.00
Millwright/Mechanic	100.00	150.00
Equipment Operator		
Material Markup Rate, % (Note 2)	30	%
	Unit Cost	Unit
Estimated Crew Mobilization/Demobilization Cost per project to Sedro-Woolley (Note 3)	300.00	LS
Estimated Hydraulic Boom Truck Mobilization/Demobilization Cost per project to Sedro-Woolley (Note 5) <i>(SHOULD BE NOTE 6) *</i>	300.00	LS
Equipment Rates (Note 4)	Unit Cost	Unit
Pickup with Tools	18.00	Per Hour
Service Truck with Tools	30.00	Per Hour
23 Ton Hydraulic Boom Truck with Rigging	81.25	Per Hour

NOTES:

1. This Rate Sheet is provided for example only. Contractor may provide their own standard Rate Sheet as long as it provides the requested information or equivalent.
2. Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.
3. Crew Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per task order, unless agreed to otherwise.
4. Labor and Equipment rates to include insurance, L&I, small tools, markup & etc. but not sales tax. Sales tax will be applied on net invoice amount.
5. Overtime rate for up to two hours of overtime.

- * → 6. Hydraulic Boom Truck Mobilization/Demobilization (Round Trip) - One mobilization/demobilization for the Hydraulic Book Truck will be paid per task order, unless agreed to otherwise.



PUBLIC WORKS AGREEMENT 2014-PW-14

Project Name: 2014 On-Call Wastewater Treatment Plant Equipment Repairs

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Stellar J Corporation, 1363 Down River Drive, Woodland, WA 98674** (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

Project description: **2014 On-Call Wastewater Treatment Plant Equipment Repairs**

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Debbie Allen, Wastewater Treatment Supervisor** as its Project Manager. Contractor designates _____ as its Project Manager.

C. Business License: A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

D. Taxes: Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

E. Bonding Requirements: The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;
2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. Insurance: The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite

and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

G. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the City. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

III. PAYMENT

A. The maximum payable hereunder is **\$35,000**.

B. Individual Task Orders will specify the method of compensation, which will be on a Time & Expense Not To Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and U. S. Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **February 28, 2015**.

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: **Per Task Order**

D. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

E. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

F. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

G. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

H. Washington State Department of Retirement Systems. Have you retired under the 2008 early retirement factors? Yes No N/A

I. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

EXECUTED, this the _____ day of _____, 201____, for the Contractor, _____

_____, Contractor

EXECUTED, this the _____ day of _____, 201____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

_____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.

_____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

_____ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-WOOLLEY:

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

- _____ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____

Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____ day of _____, 20____.

Contractor

BY: _____
Signature & Title

Address

City State Zip

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____

EXHIBIT A



CITY OF SEDRO-WOOLLEY
2014 On-Call Wastewater Treatment Plant Equipment Repairs
SAMPLE LABOR AND EQUIPMENT RATE SHEET - Addendum 1

Contractor Name: Stellar J Corporation

Address: 1363 Down River Drive, Woodland, WA 98671

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (5)
Labor Rates (Note 2)		
Millwright/Mechanic Foreman	59.64	89.47
Millwright/Mechanic	58.64	87.97
Equipment Operator	75.83	113.75
Material Markup Rate, % (Note 2)		
	25	%
	Unit Cost	Unit
Estimated Crew Mobilization/Demobilization Cost per project to Sedro-Woolley (Note 3)	400.00	LS
Estimated Hydraulic Boom Truck Mobilization/Demobilization Cost per project to Sedro-Woolley (Note 5) <i>6</i>	625.00 250.00	LS
Equipment Rates (Note 4)		
	Unit Cost	Unit
Pickup with Tools	15.00	Per Hour
Service Truck with Tools	25.00	Per Hour
23 Ton Hydraulic Boom Truck with Rigging	312.50	Per Hour

NOTES:

1. This Rate Sheet is provided for example only. Contractor may provide their own standard Rate Sheet as long as it provides the requested information or equivalent.
2. Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.
3. Crew Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per task order, unless agreed to otherwise.
4. Labor and Equipment rates to include insurance, L&I, small tools, markup & etc. but not sales tax. Sales tax will be applied on net invoice amount.
5. Overtime rate for up to two hours of overtime.
6. Hydraulic Boom Truck Mobilization/Demobilization (Round Trip) - One mobilization/demobilization for the Hydraulic Book Truck will be paid per task order, unless agreed to otherwise.

* CORRECTION PER BID SHEET. Dtg 2/20/14

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 26 2014

JAMES L. McINTIRE
State Treasurer7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3hState of Washington
Office of the Treasurer
Local Government Investment Pool

February 3, 2014

TO: LGIP Participants**FROM:** Kari Sample
LGIP Administrator**SUBJECT: New Prospectus and Updated Resolution**

In an effort to provide more clarity with respect to how the Local Government Investment Pool operates, and as a result of the recently amended WACs, we have created a prospectus and are distributing to all investors in the LGIP.

As a result of the release of this prospectus it is important that each local government investing in the LGIP completes an updated Resolution, which I have attached, that acknowledges that the governmental body responsible for overseeing or making investment decisions has read and understands the prospectus. I have included a revised version of the Resolution that we will need all participants to approve and send back to us as soon as possible. Our goal is to have all resolutions updated by June 30, 2014. If you have submitted one in the last 6 months you will not be required to adopt another. I will be tracking them to make sure that this goal is met.

If we have not received an updated resolution by the deadline and have not made other arrangements with you for an extension, we reserve the right to suspend your participation in the pool.

Link to the Prospectus:

http://www.tre.wa.gov/documents/lqip_MoneyMktFundProspectus.pdf

Link to the Resolution:

<http://www.tre.wa.gov/lqip/forms.shtml>

Should you have further questions please feel free to contact me via email kari.sample@tre.gov or by phone at 800-331-3284.

Kari Sample
LGIP Administrator

RESOLUTION AUTHORIZING INVESTMENT
OF _____ MONIES IN THE
LOCAL GOVERNMENT INVESTMENT POOL

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, _____, the "governmental entity", to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the _____, the "governing body" or any designee of the governing body pursuant to this resolution. or a subsequent resolution; and

WHEREAS the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW THEREFORE, BE IT RESOLVED that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by

_____ and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the governmental entity designates _____ (name and title), the "authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

PASSED AND ADOPTED by the _____ of the _____ State of Washington on this _____ day of _____ 20_____.

SIGNATURE TITLE

SIGNATURE TITLE

LOCAL GOVERNMENT
INVESTMENT POOL

Prospectus

January 2014



James L. McIntire
Washington State Treasurer

Contents

I.	The LGIP	3-4
II.	Local Government Investment Pool – Money Market Fund	4-9
III.	Management	9
IV.	Miscellaneous	9-10

I. The LGIP

The Local Government Investment Pool (the "LGIP") is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the "State Treasurer") for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the "LGIP-MMF" or the "Fund"). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

FUND SNAPSHOT

The table below provides a summary comparison of the Fund's investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

Fund	Investment Types	Maximum Dollar-Weighted Average Maturity for LGIP-MMF
LGIP-Money Market Fund	Cash	60 days
Current Investments (as of November 1, 2013)	Bank Deposits US Treasury bills Repurchase agreements US Government agency obligations	

Fees and Expenses

Administrative Fee. The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants' earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

**Local Government Investment Pool-MMF
Operating Expenses by Fiscal Year (in Basis Points)**

	2006	2007	2008	2009	2010	2011	2012	2013
<i>Total Operating Expenses</i>	<i>1.12</i>	<i>0.96</i>	<i>0.84</i>	<i>0.88</i>	<i>0.64</i>	<i>0.81</i>	<i>0.68</i>	<i>0.87</i>

(1 basis point = 0.01%)

Because most of the expenses of the LGIP-MMF are fixed costs, the fee (expressed as a percentage of fund assets) will be affected by: (i) the amount of operating expenses; and (ii) the assets of the LGIP-MMF. The table below shows how the fee (expressed as a percentage of fund assets) would change as the fund assets change, assuming an annual fund operating expenses amount of \$800,000.

Fund Assets	\$6.0 bn	\$8.0 bn	\$10.0 bn
Total Operating Expenses (in Basis Points)	1.33	1.0	.80

Portfolio Turnover: The Fund does not pay a commission or fee when it buys or sells securities (or “turns over” its portfolio). However, debt securities often trade with a bid/ask spread. Consequently, a higher portfolio turnover rate may generate higher transaction costs that could affect the Fund’s performance.

II. Local Government Investment Pool – Money Market Fund

Investment Objective

The LGIP-MMF will seek to effectively maximize the yield while maintaining liquidity and a stable share price of \$1.

Principal Investment Strategies

The LGIP-MMF will seek to invest primarily in high-quality, short term money market instruments. Typically, at least 55% of the Fund’s assets will be invested in US government securities and repurchase agreements collateralized by those securities. The LGIP-MMF means a sub-pool of the LGIP whose investments will primarily be money market instruments. The LGIP-MMF will only invest in eligible investments permitted by state law. The LGIP-MMF will not be an SEC-registered money market fund and will not be required to follow SEC Rule 2a-7. Investments of the LGIP-MMF will conform to the LGIP Investment Policy, the most recent version of which will be posted on the LGIP website and will be available upon request.

Principal Risks of Investing in the LGIP-Money Market Fund

Counterparty Credit Risk. A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

Interest Rate Risk. The LGIP-MMF’s income may decline when interest rates fall. Because the Fund’s income is based on short-term interest rates, which can fluctuate significantly over short periods, income risk is expected to be high. In addition, interest rate increases can cause the price of a debt security to decrease and even lead to a loss of principal.

Liquidity Risk. Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

Management Risk. Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

Issuer Risk. The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

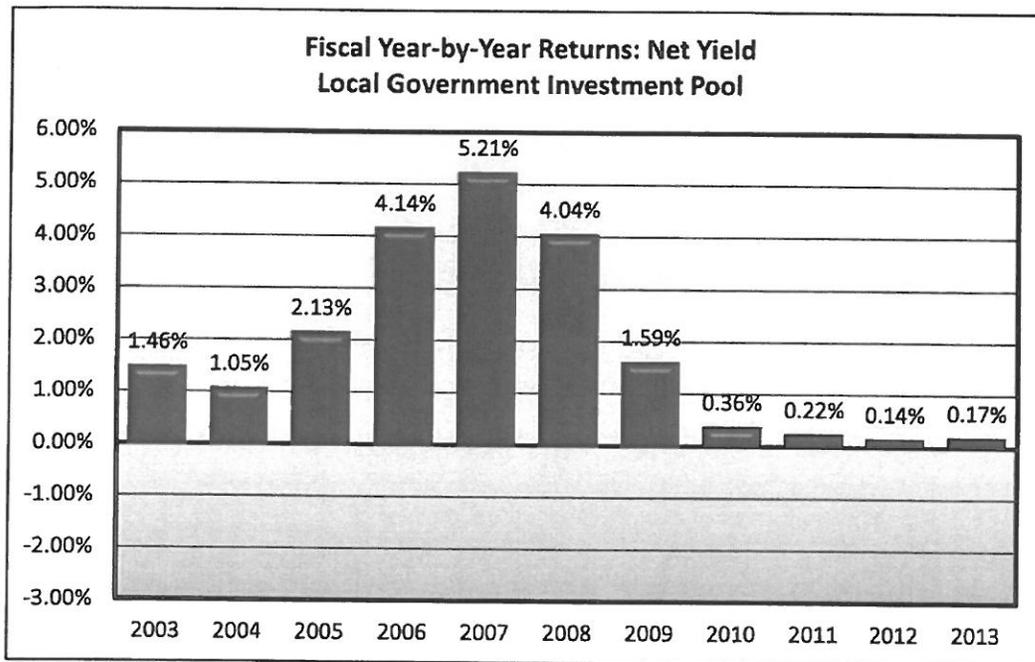
Securities Lending Risk and Reverse Repurchase Agreement Risk. The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

Risks Associated with use of Amortized Cost. The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at \$1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.

Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at www.tre.wa.gov or by calling the LGIP toll-free at 800-331-3284.



Local Government Investment Pool-Money Market Fund

Average Accrued Net Yield

<u>1 Year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
0.17%	0.19%	.52%	1.94%

Transactions: LGIP-MMF

General Information

The minimum transaction size (contributions or withdrawals) for the LGIP-MMF will be five thousand dollars. The State Treasurer may, in its sole discretion, allow for transactions of less than five thousand dollars.

Valuing Shares

The LGIP-MMF will be operated using a net asset value (NAV) calculation based on the amortized cost of all securities held such that the securities will be valued at their acquisition cost, plus accrued income, amortized daily.

The Fund's NAV will be the value of a single share. NAV will normally be calculated as of the close of business of the NYSE, usually 4:00 p.m. Eastern time. If the NYSE is closed on a particular day, the Fund will be priced on the next day the NYSE is open.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

Transaction Limitation

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

Contributions

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds transfer to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers to the State Treasurer. Failure to wire funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely wire will be assessed to the account of the pool participant responsible.

Notice. To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the [LGIP-MMF Operations Manual](#) for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

Pricing. Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

Withdrawals

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020.

Disbursements from the LGIP-MMF will be effected by electronic funds transfer. Failure by the State Treasurer to wire funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant may result in a bank overdraft in the pool participant's bank account. The State Treasurer will reimburse a pool participant for such bank overdraft penalties charged to the pool participant's bank account.

Notice. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal over one million dollars no later than 9 a.m. on the same day the withdrawal is made. Withdrawals for one million dollars or less can be requested at any time prior to 10 a.m. on the day of withdrawal. For all other withdrawals from the LGIP-MMF over one million dollars that are requested prior to 10 a.m., a pool participant may receive such withdrawal on the same day it is requested at the sole discretion of the State Treasurer. No earnings will be credited on the date of withdrawal for the amounts withdrawn. Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Pricing. Withdrawal requests with respect to the LGIP-MMF received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that withdrawal date.

Suspension of Withdrawals. If the State Treasurer has determined that the deviation between the Fund's amortized cost price per share and the current net asset value per share calculated using available market quotations (or an appropriate substitute that reflects current market conditions) may result in material dilution or other unfair results, the State Treasurer may, if it has determined irrevocably to liquidate the Fund, suspend withdrawals and payments of withdrawal proceeds in order to facilitate the permanent termination of the Fund in an orderly manner. The State Treasurer will distribute proceeds in liquidation as soon as practicable, subject to the possibility that certain assets may be illiquid, and subject to subsequent distribution, and the possibility that the State Treasurer may need to hold back a reserve to pay expenses.

The State Treasurer also may suspend redemptions if the New York Stock Exchange suspends trading or closes, if US bond markets are closed, or if the Securities and Exchange Commission declares an emergency. If any of these events were to occur, it would likely result in a delay in the pool participants' redemption proceeds.

The State Treasurer will notify pool participants within five business days of making a determination to suspend withdrawals and/or irrevocably liquidate the fund and the reason for such action.

Earnings and Distribution

LGIP-MMF Daily Factor

The LGIP-MMF daily factor is a net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee. The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days. The reporting of a 7-day annualized yield based solely on investment income which excludes realized gains or losses is an industry standard practice that allows for the fair comparison of funds that seek to maintain a constant NAV of \$1.00.

LGIP-MMF Actual Yield Factor

The LGIP-MMF actual yield factor is a net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

Dividends

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

Distribution

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

Monthly Statements and Reporting

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

III. Management

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

Administrator and Transfer Agent. The State Treasurer will serve as the administrator and transfer agent for the Fund.

Custodian. A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

IV. Miscellaneous

Limitation of Liability

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (v) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.

Amendments

This Prospectus and the attached Investment Policy may be amended from time to time. Pool participants shall receive notice of changes to the Prospectus and the Investment Policy. The amended and restated documents will be posted on the State Treasurer website: www.tre.wa.gov.

Should the State Treasurer deem appropriate to offer additional sub-pools within the LGIP, said sub-pools will be offered by means of an amendment to this prospectus.

LGIP-MMF Contact Information

Internet: www.tre.wa.gov Treasury Management System/TMS

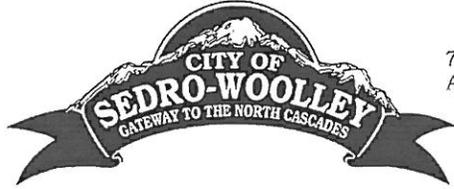
Phone: 1-800-331-3284 (within Washington State)

Mail:

Office of the State Treasurer
Local Government Investment Pool
PO Box 40200
Olympia, Washington 98504
FAX: 360-902-9044

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 26 2014



7:00 P.M. COUNCIL CHAMBER:
AGENDA NO. 31

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

Eron M. Berg
City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Debt Recovery Specialists Agreement
DATE: February 26, 2014

ISSUE: Should the Council approve the attached, updated agreement with DRS for debt collection services?

BACKGROUND: DRS has been the city's debt collection agency for approximately 18 years. DRS requested a modification to the agreement to include a share of interest collected from the point of assignment to collection in a $1/3^{\text{rd}}$ $2/3^{\text{rds}}$ manner with the city keeping $2/3^{\text{rds}}$ of the interest on outstanding debt.

This seems like a reasonable request to staff who report satisfaction at DRS's performance on debt collection.

REQUEST: Motion to approve the attached agreement between Debt Recovery Specialists and the City of Sedro-Woolley.



DEBT RECOVERY SPECIALISTS
A Professional Collection Agency

1601 William Way Suite D
Mount Vernon, WA 98273
Ph.360.428.8159 Fax: 360.416.0467
debtrs@debtrs.com

DEBT RECOVERY SPECIALISTS CONTRACT

This agreement is made this 11th day of February, 2014 between: City of Sedro-Woolley, Sedro-Woolley, WA 98284 hereinafter referred to as "**Client**", and Debt Recovery Specialists, 1601 William Way Suite D, Mount Vernon, Washington 98273, hereinafter referred to as "**Agency**".

Whereas, Agency is engaged in the business of soliciting and collecting the payment of claims from individual persons, businesses and corporations;

Whereas, Client desires, during the term of this agreement, to submit to Agency accounts that are valid and legally enforceable debts and

Whereas, Agency is qualified to perform such services, and is willing to undertake and perform such work under the terms and conditions and for the commission hereinafter mentioned.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties as follows:

1. The Agency shall perform all work and furnish all equipment, labor and materials necessary to collect unpaid accounts referred to them by Client.
2. Agency will exert active and professional collection efforts on those claims held by Agency for collection. Agency agrees to comply with all applicable federal, state and local laws.
3. Client may from time to time refer various accounts, claims, contracts, checks, here after referred to as instruments or accounts for collection. Such referrals shall be accomplished by manual, physical or electronic transmission (FTP), internet transfer or such other means as suitable to meet the needs of Client and Agency. Said transmissions need not be accompanied by a separate formal document of Assignment. Such referrals shall in any event operate as an assignment to Agency.
4. Client does hereby assign to Agency any account listed with Agency's office with all rights or claims relating thereto, including, but not limited to interest, and all costs authorized under Washington RCW's, authority to demand, sue for in its own name, settle, compromise, reassign, and warrants that the claim is due and owing.
5. This agreement will be for a term of **one** year, and the Client agrees to use Agency as its primary collection agency; provided, however, that this agreement may be canceled by either party upon 30 days written notice, and provided further that this agreement shall be automatically renewed from year to year unless canceled, in writing by either party.
6. Upon assignment of an account, by the Client to the Agency, the Agency will add on 33.33% of the balance due, as allowed by RCW 19.16.500. Client will receive 100% recovery fee on the balance listed. If the Agency initiates legal action, the Agency will advance any legal fees necessary to obtain Judgment and will be entitled to recover those costs from the monies collected before funds are applied to the principal balance owing. Agency will share interest with the Client from list date to date paid at the rate of 33.33% to Agency & 66.67% to Client.
7. This agreement gives appropriate authority for Agency to receive payment in cash, check, or other negotiable instruments and to take possession of collateral, including real and personal property where applicable, on behalf of Client; and additionally constitutes further authority and power of attorney to execute, authorize or endorse on behalf of Client.

8. Payments will be remitted to Client by the 15th of the following month with a Statement Totals Report showing consumer name, account number, payment amount, payment date and balance owing. The Client agrees to promptly report to Agency all payments received directly by the Client on any accounts assigned to the Agency.

9. The Client may withdraw, at its sole election, any accounts in the process of collection, provided that accounts are withdrawn under the terms of this paragraph:

- a. have not had payments, payment plans or collection activity within 90 days and/or,
- b. Client has no knowledge the account would be paid to them within the next 90 days.
- c. Client agrees that if an account is cancelled and Agency has expended any legal fees on said account, the Client shall reimburse Agency for any and all legal fees expended by Agency on said account.

10. Client and Agency agree to indemnify and hold each other harmless from any error or omissions of, or arising out of this agreement or its subject matter. The aforesaid duty of indemnification shall include duty to defend and pay all costs of defense of any and all such claims.

11. Agency shall obtain and keep in force continually during the term of the agreement general liability insurance coverage and client blanket bond.

12. Any information provided by Client on the debtor will be used solely for skip tracing and/or collecting consumer's account. This information will be held by agency in the strictest of confidence with the exception that in the event of legal action the documentation provided by the Client may be presented to the court as evidence. Agency retains the right to submit consumer information for the purpose of credit reporting, and check verification unless otherwise directed by the Client.

13. Agency is and shall at all times be an independent contractor in the performance of this Agreement.

14. This agreement should be construed & enforced in accordance with the laws of the State of Washington. Jurisdiction for any legal action for enforcing the provisions of this Agreement shall be Skagit County, Washington.

In Witness Whereof, this agreement is signed by the parties this ____ day of _____ 2014.

Debt Recovery Specialists

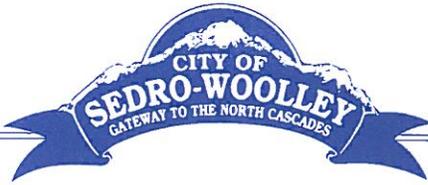
City of Sedro-Woolley

by: _____
Denise L. Decker, owner DRS

by: _____
Authorized Signature

FEB 26 2014

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

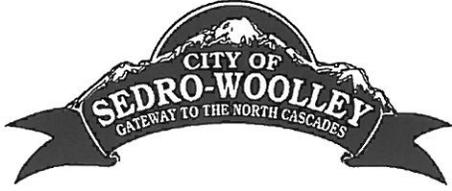


SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 26 2014



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: SCOG agreement & bylaws (preview reading)
DATE: February 26, 2014

ISSUE: Should the Council approve the attached interlocal and bylaws for the Skagit Council of Governments (SCOG) and the relation transportation policy board?

BACKGROUND: This agreement and bylaws were presented at the SCOG meeting on February 19th for discussion. Mayor Anderson is very concerned about the proposed weighted voting methodology which would fundamentally shift the balance of power for critical transportation funding decisions away from the poorer communities, like the City of Sedro-Woolley.

The SCOG board approved the agreement and will be considering the bylaws at its next meeting. As I read the agreement, once approved the bylaw discussion will be determined entirely by the SCOG board. Therefore, if you are concerned about the weighted voting proposal, it would need to be addressed in the agreement at this time.

REQUEST: Please review and offer any concerns or suggestions as this continues to work through the process at SCOG; ultimately the City Council will be asked to approve a new interlocal agreement so your concerns are critical.

SKAGIT COUNCIL OF GOVERNMENTS

~~INTERLOCAL GOVERNANCE~~ AGREEMENT

Dated XXX, XX, 2014

Pursuant to Chapter 36, Laws of 1959 as amended, and RCW 36.64.080 be it resolved that the Cities of Anacortes, Burlington, Mount Vernon, Sedro-Woolley, ~~Townships~~ Towns of Concrete, Hamilton, La Conner, Lyman, Skagit County, Skagit PUD #1, Port of Anacortes, Port of Skagit County, Skagit Transit, Swinomish Tribal Community and the Samish Indian Nation (each, a "Member," collectively, the "Members"), do hereby organize and establish a regional agency, hereafter referred to as the Skagit Council of Governments.

This ~~Interlocal~~ Agreement terminates and supersedes in all respects the Skagit Council of Governments Intergovernmental Agreement dated May 18, 2011; The Interlocal Cooperation Agreement establishing the Skagit Metropolitan Planning Organization dated March 19, 2003; and the Amended Agreement for the Skagit Sub-Regional Transportation Planning Program dated September 21, 1994.

RECITAL:

WHEREAS, the signatories hereto desire to enter into and continue an agreement to make more efficient use of the powers granted to them; to cooperate and collaborate with each other as local governmental units, municipalities and organizations for mutual advantage; and, thereby to provide services, facilities and planning in a manner and in accordance with various geographic, economic and demographic factors influencing the needs and development of the entire communities covered by this ~~Interlocal~~ Agreement; and

~~**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate to perform functions which each may individually perform; and~~

WHEREAS, on July 6, 2012, the President of the United States signed the Moving Ahead for Progress in the 21st Century Act (MAP-21), which provided authorization for highways, highway safety, and mass transportation and enunciated a policy "[t]o develop a National Intermodal Transportation System that is economically efficient, environmentally sound, provide the foundation for the nation to compete in the global economy and will move people and goods in an energy efficient manner;" and

~~**WHEREAS**, in 1962, Federal transportation legislation (Title 23 United States Code 134 and Title 49 United States Code 5303) required the establishment, by agreement between the Governor of the State of Washington and units of general purpose local government, of a Metropolitan Planning Organization (MPO), which in cooperation with the State of Washington was and is to develop transportation plans and programs for urbanized areas of Washington State; and~~

WHEREAS, Chapter 47.80 RCW authorizes the formation of a Regional Transportation Planning Organization (RTPO) by voluntary association of local governments within a county; provided that each RTPO shall have as members the county and at least sixty percent of the cities and towns within the

February 12, 2014

RTPO's boundaries, representing a minimum of seventy-five percent of the total population of cities and towns within the county and federal law authorizes formation of a MPO where seventy-five percent (75%) of the affected population, including the largest incorporated city ("RPTO and MPO Representation Threshold"); and

WHEREAS, each RTPO formed by local governments is required to create a transportation policy board in accordance with RCW 47.80.040 to provide policy advice to the RTPO and shall allow representatives of major employers within the region, the department of transportation, transit districts, port districts, and member cities, towns, and counties within the region to participate in policy making; and

WHEREAS, RCW 47.80.020 provides that the RTPO in an urbanized area shall be the same as the MPO designated for federal transportation planning purposes; and

WHEREAS, 23 USC §134 and 49 USC §5303 require that a Metropolitan Planning Organization be established to develop transportation plans and programs in Skagit County and to establish a planning process which is continuing, cooperative, and comprehensive; and

WHEREAS, the Growth Management Act, Chapter 36.70 RCW, requires local governments to adopt transportation plans that are consistent with comprehensive land use plans; and

WHEREAS, the Members acknowledge the need to engage in cooperative planning and decision-making on transportation issues and the benefits to be derived therefrom; and

WHEREAS, the Skagit Council of Governments was established to provide regional planning in Skagit County; and

WHEREAS, the Skagit Council of Governments is named as a sub-recipient on grant funds provided to Skagit County by Washington Department of Community, Trade and Economic Development ("CTED") under the Community Block Grant Program; and

WHEREAS, the Skagit Council of Governments is named as a sub-recipient on federal and state transportation planning grant funds; and

WHEREAS, Skagit Council of Governments is the recipient of grant funds from the United States Department of Commerce, Economic Development Administration ("USDOC"); and

WHEREAS, Skagit Council of Governments has utilized the grant funds received from CTED and USDOC to establish and administer a revolving loan fund program to provide financial assistance to businesses and promote economic development in Skagit County; and

WHEREAS, this ~~Interlocal~~ Agreement is in fact a restatement, extension, and modification of prior Agreements for the organization formerly recognized as the "Skagit Council of Governments"; and

WHEREAS, the parties are now desirous in setting forth this agreement,

February 12, 2014

NOW THE PARTIES DO HEREBY AGREE AS FOLLOWS:

Section I

The name of the council so organized and established shall be the Skagit Council of Governments (the "Council" or "SCOG"). The address and registered office shall be 204 W. Montgomery Street Mount Vernon WA, 98273 or such place as the Council shall designate by resolution.

Section II

PURPOSES

The purposes which form the basis of this Agreement are set forth as follows:

- A. To implement and perform the functions of a Regional Transportation Planning Organization (RTPO) for Skagit County as set forth in Ch. 47.80 RCW and Ch. 468-86 WAC, as currently adopted or as amended;
- B. To implement and perform the functions of a Metropolitan Planning Organization (MPO) for the Mount Vernon Urbanized Area as such Area's boundaries are defined now or in the future, and as set forth in Title 23 United States Code and Title 49 United States Code as currently adopted or as amended and 23 CFR Parts 450 and 500 and 40 CFR Part 613, as currently adopted or as amended;
- C. To implement the Public Works and Economic Development Act of 1965, P.L. 89 136 42 USC 3121et.seq. and all related/subsequent Federal and Washington State legislation relating to the purposes of the said Act;
- D. To study regional and governmental problems of mutual interest as agreed to by the Board and consistent with those set forth in Ch. 36.64.080 RCW, and pursue Transportation-related regional planning as set forth in RCW 39.92.050, as currently adopted or amended;
- E. To foster economic development by the administration of grant funds for the financing of business enterprises in Skagit County through the management of a revolving loan fund and other means as approved by the Board of Directors;
- F. Such other regional planning activities as directed by the Board.

Section III

FUNCTIONS and AUTHORITIES

A. Transportation. SCOG shall perform the duties and responsibilities of an RTPO and MPO as prescribed in Ch. 47.80 RCW and Title 23 USC §134 and 49 USC §5303 and as a conference pursuant to RCW 36.64.080,as currently adopted or as amended.

1. Prepare a regional transportation plan ("RTP") as set forth in RCW 47.80.030 that is consistent with countywide planning policies. The RTP will establish planning direction for regionally significant transportation projects, as defined in state law and shall be consistent with the regional growth management strategy, including but not limited to:

- a. Certify that transportation elements of local comprehensive plans are consistent with the regional transportation plan.
- b. Certify that all transportation projects within the region that have a significant impact upon regional facilities or services are consistent with the RTP.

2. Carry out Metropolitan Planning Organization (MPO) functions as prescribed in Title 23 USC §134 and 49 USC §5303 for federally funded projects in the region, and /or as required by federal and/or state laws and regulations that are applicable to the MPO, now or in the future. These functions include preparation of a RTP, an annual unified planning work program, (UPWP), and a ~~six~~four-year capital plan (with an annual element).

B. Economic Development. To further the purposes of regional economic development, pursuant to Chapter 39.34 RCW the Council shall:

1. Cooperatively develop and maintain a regional economic development strategy that complies with the Federal requirements for a Comprehensive Economic Development Strategy (USC 42 Chapter 38 Public Works and Economic Development), and is also consistent with the requirements of the state of Washington for comprehensive planning under the Growth Management Act Ch. 47.80 RCW.
2. Contract for, administer and manage state and federal economic development loan programs as part of the revolving loan fund program.
3. Prepare and maintain a revolving loan fund management plan.

C. Regional Data Base Development. The Council shall provide for establishment and maintenance of a regional data base to:

1. Support development of the RTP and other regional planning efforts of mutual concern to the various participants in the Council when requested to do so from time to time by the participants in the Council.
2. Forecast and monitor economic, demographic, and travel conditions in the region.
3. Develop the database jointly with relevant state agencies for use in the region by local governments and the State of Washington.

D. Technical Assistance. As requested, the Council shall provide technical assistance to local, state and federal governments through regional data collection and forecasting services, consistent with the purpose, functions, and budget of the agency. In addition, the Council may provide general transportation or economic development planning assistance, consistent with the purpose and functions of the Council, to members of the agency.

E. Discussion Forum. The Council may provide a forum for discussion among local and state officials and other interested parties of common regional issues.

February 12, 2014

F. Research and Planning. The Council may act as a research and fact-finding agency of the members thereof. To that end, it may make such surveys, analyses, researches and reports as are generally authorized or requested by the Board. The Council, upon such authority or requests ~~may~~ may also:

1. Make inquiries, investigations, and surveys concerning the resources of Skagit County.
2. Assemble and analyze the data thus obtained, the systematic utilization and development thereof.
3. Cooperate with other commissions and public and private agencies of Skagit County, Washington State, and the United States in planning endeavors.
4. Develop programs of Intergovernmental cooperation for the benefit of members.

G. Other Functions. The Council shall, insofar as possible:

1. Coordinate general planning among and for the participating members;
2. Provide a written report to the members each year;
3. Prepare, approve and administer its own annual budget, which includes setting the amount Voting Members' and non-voting Members' dues, hire an Executive Director (who shall hire and supervise employees), hire consultants, engage professional accounting, legal and other services as needed; sue and be sued; and
4. Other such additional, modified or removed functions and authorities as shall be authorized by the Board of Directors.

Section IV BYLAWS

The authority to make, amend, or repeal bylaws is vested in the Council so long as such bylaws are consistent with the provisions of these articles and applicable laws. Bylaws for the Council are included in Exhibit A and are adopted as part of this agreement. New Bylaws and/or amendments to the Bylaws require a "first reading" at a regular meeting of the Board and adoption thereafter at a subsequent regular meeting. ~~Adoption~~ Amendment of the ~~initial~~ Bylaws and ~~amendment thereto~~ shall require a two thirds vote of the entire SCOG Board of Directors.

Section V BOUNDARIES

The Council may be expanded to include areas and agencies which are economically and socially related to the Skagit County area. The initial boundaries of the regional planning district shall be conterminous with the boundaries of Skagit County, Washington. All references to the "region" in this agreement shall mean Skagit County unless changed by the Board.

Section VI MEMBERSHIP

February 12, 2014

A. Voting membership on the Council shall be open to Skagit County, all city and town governments, the Ports of Anacortes and Skagit County, federally recognized indian tribes with principal locations in Skagit County, Skagit Transit and public utility districts in Skagit County. Voting membership for each entity is established by its execution of this Agreement and payment of its dues.

B. Associate membership shall be open to other governmental and non-governmental agencies interested in regional planning and shall be elected to membership by a majority of the Board of Directors and shall be effective upon its delivery of its written assurance that it will comply with this agreement and the Council Bylaws and payment of its dues. Such members shall be non-voting, but shall have all other privileges and duties of membership. Dues to be paid by associate members will be established by the Council through its normal budget setting process.

C. Any member agency shall have the right to withdraw from the Council and this Agreement by giving sixty (60) days written notice to the Council. Withdrawal from the Agreement or non-execution of the Agreement by any one party shall not affect the continuation of the Agreement with regard to the other parties; *provided*, that should the cumulative withdrawal of Members cause the organization to not meet the MPO and or RPTO Representation Threshold, SCOG shall thereafter not act as the Skagit MPO or RPTO until such time as it again meets the MPO and RPTO Representation Threshold. All financial obligations entered into with the Council while the withdrawing party was a member shall remain with the withdrawing party until these obligations are satisfied or a specific release from these obligations are approved by a majority of the whole Council.

Section VII

GOVERNING BODY, POLICY BOARDS and OFFICERS

A. The Council shall be governed by a Board of Directors (also referred to as the "Board"). The Board shall be composed of representatives of the voting members of the county, cities, towns, ports other municipal corporations and Tribal governments and shall be represented on the Board by its duly elected chief executive or by an elected official designated by the governing body of the member. Each member shall have one vote on the Board, with the exception of Skagit County which shall have three votes, one for each Commissioner present or represented.

1. The Board is the governing body for SCOG and makes the decisions related to the authorities and functions described in this Agreement with the exception of the MPO and RTPO functions and authorities.

2. The Board has the powers and duties, including but not limited to, the following:

- a. To adopt Council budget and establish Member dues;
- b. To adopt and amend Bylaws;
- c. To approve expenditures;

February 12, 2014

- d. To address personnel policies and issues in cooperation with the Executive Director;
- e. To approve the revolving loan fund management plan;
- f. To manage the revolving loan fund program;
- g. To establish a revolving loan fund (RLF) committee and appoint members of the committee;
- h. To develop and approve a regional economic development strategy;
- i. To initiate, advise, and aid in the establishment of cooperative arrangements, including interlocal agreements, among local governments and member agencies within the region;
- j. To propose, initiate, or approve any study, policy discussion, plan, or other Council matters;
- k. To approve new memberships and resolve membership questions;
- l. To make recommendations to any local government or member agency, or to other appropriate agencies or entities;
- m. To propose amendments to the ~~Interlocal~~ SCOG Agreement for ratification of members;
- n. To elect a Chairperson and Vice-Chairperson and other officers required;
- o. To establish committees;
- p. To hire, terminate and/or evaluate an Executive Director and set the compensation there for; and authorize such Director to engage, and set compensation with the framework of the Council's approved budget, such personnel, including planners, planning consultants, attorneys, accountants, engineers, or other firms or individuals as may be required to carry out the purposes of the Council.

B. Transportation Policy Board. The Transportation Policy Board shall be composed of all voting members of the county, cities, towns, ports, Skagit PUD #1, Skagit Transit, and tribal governments, who are members of the Council. Each entity shall be represented on the Transportation Policy Board by its duly elected chief executive or by an official designated by the governing body of the member. Each voting Member of the Council, shall be entitled to one seat on the Transportation Policy Board, with the exception of Skagit County which shall have three (3) seats, one for each Commissioner present or represented. Additionally, pursuant to RCW 47.80.040, the Transportation Board shall allow participation and voting membership by: the Washington State Department of Transportation regional office (WSDOT) and, even if not members of the Council, the Port of Anacortes, and Port of Skagit County and Skagit Transit. Transportation Policy Board membership shall also include one (1) representative of a major employer to be determined by the Transportation Board for each calendar year by November of the preceding year. The Transportation Policy Board is hereby designated a "governing body" for purposes of RCW 42.30.020 (2). The Transportation Policy Board may establish a weighted voting system through adoption of bylaws.

February 12, 2014

1. The Transportation Policy Board has the authority to carry out the RTPPO functions as set forth in Ch. 47.80 RCW and Ch. 468-86 WAC, as currently adopted or as amended for Skagit County and the MPO functions for the Mount Vernon Urbanized Area as set forth in Title 23 United States Code and Title 49 United States Code as currently adopted or as amended and 23 CFR Parts 450 and 500 and 40 CFR Part 613, as currently adopted or as amended.

2. The Transportation Policy Board shall function as the Skagit Sub-Regional Transportation Policy Board for the Skagit-Island Regional Transportation Planning Organization.

3. The Transportation Policy Board has the powers and duties, including but not limited to, the following:

- a. To be the representatives of Skagit County to the SIRTPO Transportation Policy Board;
- b. To approve the transportation work program (Unified Planning and Work Program);
- c. To approve consultant contracts consistent with the Unified Planning and Work Program;
- d. To make recommendations to the SIRTPO Transportation Policy Board regarding the Skagit County components of:
 - i. Regional Transportation Plan;
 - ii. Projects to be considered for Transportation Alternative Program funds, that are adopted by the Skagit-Island Regional Transportation Policy Board;
- e. To certify local comprehensive plans are consistent with the Regional Transportation Plan;
- f. To select projects in Skagit County to be funded with regionally managed funds, except those projects seeking Transportation Alternative Program Funds;
- g. To manage the transportation improvement program for projects within Skagit County as per state and federal law;
- h. To elect a Transportation Policy Board Chairperson and Vice-Chairperson;
- i. To establish committees;
- j. To perform transportation planning activities for members as described in the approved work program.

C. The officers of the Council shall consist of a Chairperson, Vice-Chairperson of the Board of Directors. The Executive Director or his or her designee shall act as Secretary to the Board and to the Transportation Policy Board.

Section VIII
Meetings

February 12, 2014

Meetings of the Board of Directors of the Council and the Transportation Policy Board shall be held at such times and places as ~~the Board of Directors, shall determine~~determined and ~~specify~~specified in the Council's Bylaws. Meeting of both boards shall be called and held in compliance with Chapter 42.30 RCW, the Washington Open Public Meetings Act.

Section IX

ALLOCATION OF COSTS

A. Skagit County, cities, and towns, or any other entities holding membership in the Council shall contribute to the expenses of the Council if any, pursuant to the budgetary laws set forth in the Revised Code of Washington, to applicable resolutions and/or ordinances of such member entities, and to such bylaws as may be adopted by the Council; provided, however, that services and facilities may be provided by such participating agencies at a mutually agreed value in lieu of assessment.

B. The County and all cities and towns shall be assessed dues according to a per capita ratio or through an equitable assessment established by the Board, ~~special~~of Directors. Special purpose districts and the tribes and associate members in good standing shall be assessed at rates to be established annually by the Board of Directors.

Section X

DEPOSITS and DISBURSEMENTS

Pursuant to RCW 43.09.285 all funds and appropriations paid to the Council shall be deposited with the Skagit County Treasurer to the account of the Skagit Council of Governments. Disbursements shall be made only by the Skagit County Treasurer upon warrants drawn by the Skagit County Auditor and approved in accordance with the Skagit Council of Governments Bylaws.

Section XI

EXECUTIVE DIRECTOR and CONSULTANTS

The Council by action designated in the bylaws, may appoint an Executive Director and employ any attorneys, consultants and/or staff deemed necessary to carry out the purpose and functions of the Council. No part of the earnings or property of the ~~council~~Council shall inure to the benefit of any private person, except that the ~~council~~Council is authorized to pay reasonable compensation for services rendered and make payments in furtherance of its purposes. The Executive Director or his or her designee shall act as Secretary to the Board and Transportation Policy Board and carry other duties as assigned by the Board of Directors.

Section XII

CONTRACTS and CONTRACTUAL SERVICES

The Council may contract generally and enter into any contract or reasonable agreement with the Federal Government, the State, any municipal corporation and/or other governmental or private agency

February 12, 2014

consistent with its purposes of SCOG and may receive grants and gifts and make loans in furtherance of such programs.

Section XIII
DURATION and DISSOLUTION,

The Council shall have perpetual existence, until dissolved by: (1) a vote of 2/3 of the voting Members; *provided*, that all members shall receive one month written notice of the proposed dissolution, and all members provided an opportunity for comment on the motion; or (2) withdrawal of such members so that the MPO and RTPO ~~Thresholds~~ ratification thresholds are no longer met as required by 47.80 RCW and Ch. 468-86 WAC and/or Title 23 United States Code and Title 49 United States Code as currently adopted or as amended and 23 CFR Parts 450 and 500 and 40 CFR Part 613.

Section XIV
DISTRIBUTION OF ASSETS and LIABILITIES

Upon termination of this Agreement, the debts, liabilities, and obligations shall be paid from the Council assets. The remaining net assets of the Council shall be distributed to member agencies in proportion to their respective contributions to the Council.

Section XV
LIABILITY

No Member or Member representative shall be personally liable for any monetary damages for conduct, action, or inaction as a member representative, unless such conduct involves intentional misconduct or a knowing violation of law.

Section XVI
AMENDMENT

This agreement may be amended by Board action in whatever manner the Council shall determine and specify in its bylaws, subject to ratification by the Governing Bodies of all the voting Members within one hundred eighty (180) days of action by the Board.

Section XVII
ADOPTION and EFFECTIVE DATE

The effective date of this Agreement shall be upon ratification of this Agreement by the County and, at least, sixty percent (60%) of the cities and towns within the Council area that represent seventy-five percent (75%) of the cities' and towns' population ("Ratification"). This Agreement shall be binding upon the Members who have executed this Agreement, their successors and assigns; provide, that upon Ratification, all prior agreements and bylaws between the parties shall be deemed terminated and

February 12, 2014

replaced herewith. ~~No~~ Thereafter, no city, town, tribe or special district shall be a member of SCOG or the TPB until its governing body shall have approved this agreement.

Section XVIII
INDEMNIFICATION and INSURANCE

The Council shall defend, indemnify, and hold harmless all employees. No member representative shall be personally liable for any monetary damages for conduct, action, or inaction as a member representative, unless such conduct involves intentional misconduct or a knowing violation of law. The Council shall obtain and keep in force third party liability insurance related to its activities with commercially reasonable liability limits and deductibles. To the extent practicable, the Council shall cause its members to be named as insured under such policy(ies).

Section XIX
MISCELLANEOUS

- A. No Assignment. No party hereto may assign its rights or interests hereunder to any other person party and attempt to make any such assignment be deemed void *ab initio*.
- B. Savings. If any provision hereof shall be invalidated by a court of law, all other provisions hereof shall remain in full force and effect.
- C. Counterparts. This agreement may be executed in counterparts by the parties with the effect the same as if all parties hereto had signed the same document.

NOTE: AGREEMENT WILL INCLUDE REVISED SIGNATURE PAGES, INCLUDING APPROVED AS TO FORM AND ATTEST LINE.

EXHIBIT A
BYLAWS OF THE
SKAGIT COUNCIL OF GOVERNMENTS

PREAMBLE

These Bylaws are made pursuant to authority granted by Chapter 36, Laws of 1959 as amended, and RCW 36.64.090, and to carry out the Skagit Council of Governments Agreement ratified on the ____ day _____, 2014 (the "Agreement").

ARTICLE I
Purpose

The purpose of the Skagit Council of Governments ("SCOG") shall be to exercise the authority delegated granted to it by the parties in the Agreement.

ARTICLE II
Organization

The agency shall be organized into a conference, consisting of representatives of all voting member agencies as defined by the Agreement. SCOG shall be governed by a Board of Directors ("Board") consisting of representatives of the voting members; a Transportation Policy Board ("TPB") shall establish transportation policy as authorized by the Agreement. The Board of Directors may establish such other committees as it may deem in the best interests of SCOG.

Section 1. Representation on the Board and TPB of the Skagit Council of Governments shall consist of elected officials from the voting member agencies and representatives of associate members, as defined in the Agreement.

ARTICLE III
Officers

Section 1. The officers of the Skagit Council of Governments shall be a Chairperson and Vice-Chairperson of the Board of Directors.

Section 2. Elections: The Chair and Vice-Chair of the Skagit Council of Governments shall be elected by a majority vote the Board of Directors voting on the question. Nomination of candidates for the Chair and Vice-Chair shall be presented to the Board of Directors and the officers elected, at its first regular meeting of each even numbered calendar year; provided, that the officers of SCOG in office when this Agreement becomes effective shall remain in office until new officers are elected in conformance with Section III (2).

Section 3. Term: The Chair and Vice-Chair shall serve for two years and their terms of office shall upon their election. In the event of a vacancy in the Chair, the Vice-Chair shall succeed to said office for the unexpired portion of the term. In the event there is a vacancy in the Vice-Chair, the Chair shall appoint a new Vice-Chair for the unexpired portion of the term. In the event there is a vacancy in the office of the Chair and Vice-Chair, the Board of Directors shall elect from its membership a new Chair and Vice-Chair to serve the unexpired portion of the terms.

ARTICLE IV
Duties of Officers

Section 1. Chair. The Chair shall preside over the meetings of the Board, and shall be responsible for the preparation of the agenda for said meetings. The Chair shall ensure that the functions of SCOG are carried out to the best of his or her ability. The Chair shall have the responsibility to direct the Executive Director and the staff, and shall make such reports as needed.

Section 2. Vice-Chair. The Vice-Chair shall preside and perform the duties of the Chair in the absence of the Chair.

ARTICLE V
The Board of Directors

Section 1. Regular Meeting Date: The Board shall convene in a regular meeting once each month at a consistent date and determined by the Board to be mutually convenient to the members. The Place of the regular meeting shall be set by the Board at its preceding regular meeting.

Section 2. Composition: The Board shall be composed of members, as provided for in the Agreement. Each voting member of all entities shall be represented in the Board by its duly elected chief executive or by an elected official designated by the governing body of the member. Each voting member shall also select an alternate representative in the same manner. Alternates shall also be an elected official. Other members that do not have elected officials on their governing body shall designate their representatives. Each voting member of SCOG shall be entitled to one seat on the Board; with the exception of Skagit County which shall have three (3) seats, one for each Commissioner. If the officially designated member-representative or the officially designated alternate member-representative is unable to attend a specific meeting, then the member-representative may designate, for that meeting only, an additional alternative member representative. This additional alternate will have all rights, privileges and authorities exercised by the member-representative and his/her appointed alternate.

Section 3. Notice: Written notice and the agenda of all Board meetings shall be delivered, mailed, or transmitted electronically to all board members at least five calendar days prior to the meeting and distributed in compliance with Chapter 42.30 RCW and posted on the SCOG web site.

Special meetings may be called by the Chair or upon the written request of a majority of voting members in accordance with RCW 42.30.080. Notice of special meetings must be given in compliance with RCW 42.30.080. The notice must state the time, place, and purpose of the meeting.

Section 4. Purpose: The purpose of the Board is to provide governance for SCOG.

Section 5. Duties. The Board has the functions and authorities as defined in the Agreement and those activities reasonably related thereto.

Section 6. Quorum: A quorum of the Board shall be a simple majority of the total voting

members.

Section 7. Voting: Each member shall have one vote on the Board; with the exception of Skagit County which shall have three votes, one for each Commissioner present or represented.

Section 8. All actions of the Board shall be by majority vote (tie votes shall result in non-passage of the question) unless otherwise provided by law or in these Bylaws, and shall be taken at the regular or special meetings of the Board of Directors as provided for by these Bylaws; except that these Bylaws may be amended at any regular meeting only by two-thirds vote of the voting membership; provided, that the proposed amendments have been submitted in writing at a previous regular meeting. Bylaws may be suspended at any meeting by the unanimous vote of the members present, provided, such attendance constitutes at least two-thirds of the voting membership.

Section 9. Policy Boards. The Board may create policy boards or committees to assist SCOG in carrying out the authorities and functions pursuant to the Agreement.

Section 10. Committees: In addition to the Revolving Loan Fund Committee appointed by the Board of Directors in Article V, Section 11 below, the Board may appoint such other committees as it may determine at its discretion, from time to time, for such purpose as the Board may deem appropriate and for such actions as may be delegated to such committee. Such committees shall be composed and formed as the Board may direct.

Section 11. Revolving Loan Fund Committee: The Board shall appoint a Revolving Loan Fund Committee (RLF) to provide oversight and direction to the revolving loan fund program. The RLF Committee shall have authority pursuant to the RLF management plan. Membership of the Revolving Loan Fund Committee shall include three (3) representatives from the Board and two (2) other members appointed by the Board. RLF Committee members shall generally serve terms of three (3) years. In determining membership of the Revolving Loan Fund Committee the Board shall consider representation from businesses, banking, and other areas of importance to the success of businesses. The Revolving Loan Fund Committee shall normally meet monthly at a time and location as determined by the Committee.

Section 12. Associate Members. Any jurisdiction of general purpose government not a party to the Agreement, and any jurisdiction of special purpose government, may be admitted to associate membership by a majority vote of the Board. Associate members may serve on the policy boards and committees or subcommittees of the Board as a non-voting member, at the Board's discretion.

Section 13. Participation by Telephone: When extraordinary circumstances prevent attendance by a member or alternate, such member or alternate may participate in a meeting by telephone conference or other electronic communications media so long as all members may simultaneously hear each other and participate during the meeting. Participation by such means shall constitute presence in person at a meeting for purposes of establishing a quorum, voting, and for all other purposes.

ARTICLE VI
The Transportation Policy Board

Section 1. Regular Meeting Dates: The Transportation Policy Board (TPB) shall convene in a regular meeting once each month at a consistent date and determined by the TPB to be mutually convenient to the members. The Place of the regular meeting shall be set by the board at its preceding regular meeting.

Section 2. Composition: The TPB shall be composed member agencies, as provided for in the Agreement. Each member shall be represented on the TPB by its duly elected chief executive or by an official designated by the governing body of the member. Each voting member agency of the TPB shall be entitled to one seat on the TPB; with the exception of Skagit County which shall have three (3) seats, one for each Commissioner. Pursuant to RCW 47.80.040, the TPB shall allow participation and voting membership by; the Washington State Department of Transportation regional office (WSDOT), the Port of Anacortes, Port of Skagit County, and Skagit Transit. TPB membership shall also include one (1) representative of a major employer. The representative of major employer will be recommended by the governing board of the Economic Development Association of Skagit County (EDASC), whom shall be confirmed and appointed by the TPB. WSDOT shall designate a high-level staff person to serve on the TPB. WSDOT shall convey to the TPB Chair in January of each year who their designated members shall be.

In accordance with RCW 47.80.040 as currently adopted or as amended, any members of the Washington State House of Representatives or Senate whose districts are wholly or partly within the boundaries of the regional transportation planning organization are considered ex officio, nonvoting members of the TPB.

Section 3. Board Officers: The TPB shall elect from its membership a chair and vice-chair. The term of office for the chair and vice chair shall be two years. The primary duties of the Chair shall be to preside over the meetings of the Board. In absence of the chair, the vice chair shall preside at the meetings. In his or her absence, a chair pro-tem shall be selected from the Board members present.

Section 4. Notice: Written notice and the agenda of all TPB meetings shall be delivered, mailed, or transmitted electronically to all board members at least five days prior to the meeting.

Special meetings may be called by the Chair or upon the written request of a majority of voting members in accordance with RCW 42.30.080. Notice of special meetings must be given in compliance with RCW 42.30.080. The notice must state the time, place, and purpose of the meeting.

Section 5. Purpose: The purpose of the TPB shall be to exercise on behalf of the Skagit Council of Governments the authority pursuant to the Agreement and under federal and state laws as the Skagit Metropolitan Planning Organization and the Regional Transportation Planning Organization for Skagit County. The TPB shall function as the Sub-Regional Transportation Policy Board as per the Skagit Island Regional Transportation Planning Organization ("SIRTPO") Agreement.

Section 6. Duties. The TPB has the functions and authorities as defined in the Agreement.

Section 7. Quorum: A quorum for the TPB shall consist of a simple majority of its total voting membership pursuant to the Agreement, provided that there is at least one County representative present.

Section 8. Voting: Each member shall have one vote on the TPB; with the exception of Skagit County which shall have three votes, one for each Commissioner present or represented. Actions will be decided by a simple majority of the quorum unless two or more voting members request an optional weighted vote. Representatives present shall cast the jurisdiction's total weighted votes. Skagit County's votes shall be divide among the Commissioner's present or represented. The TPB's optional weighted voting system reflects the prorated share of the financial contribution of the members based on the established membership dues. The weighted vote shall be calculated annually after the establishment of the SCOG dues and go into effect at the first meeting of the calendar year. WSDOT weighted vote shall be equal to Skagit Transit and other non-dues paying voting members of the TPB shall have one vote or votes as established by the TPB. If there is a call for a weighted vote, each voting member entity is assigned votes weighted in the following manner:

	Agency	Representatives (Seats)	Weighted Votes
Cities and Towns	Anacortes	1	11
	Burlington	1	11
	Concrete	1	1
	Hamilton	1	1
	La Conner	1	1
	Lyman	1	1
	Mount Vernon	1	20
	Sedro Woolley	1	6
County	Skagit County	3	29
Ports	Port of Anacortes	1	7
	Port of Skagit	1	8
Tribes	Samish Tribal Nation	1	1
	Swinomish Tribe	1	1
Other Public	Skagit P.U.D.	1	3
	Skagit Transit	1	4
	WSDOT	1	4
Private Sector	Business Representative	1	1
	Total	19	110

Section 9. Committees: The TPB may appoint such other committees as it may determine at its discretion, from time to time, for such purpose as the TPB may deem appropriate and for such actions as may be delegated to such committee. Such committees shall be composed and formed as the TPB may direct but shall not: (1) act on behalf of the TPB; (2) take testimony; or (3) take public comment.

Section 10. Participation by Telephone: When extraordinary circumstances prevent

attendance by a member or alternate, such member or alternate may participate in a meeting by telephone conference or other electronic communications media so long as all members may simultaneously hear each other and participate during the meeting. Participation by such means shall constitute presence in person at a meeting for purposes of establishing a quorum, voting, and for all other purposes.

ARTICLE VII Executive Director

The Board shall retain an Executive Director to operate the Council and to implement the mission, goals, objectives, policies, and guidelines established by the Council. Subject to Board oversight, the Executive Director is authorized to establish and implement business, management, administrative, and employment policies, and to employ such personnel as the Executive Director determines necessary to effectively manage and operate the Council. The Executive Director may delegate this authority to appropriate SCOG staff to facilitate efficient management and operation of the agency. The Executive Director shall be appointed, removed and/or evaluated by the Board.

Section 1. The Executive Director shall be responsible for overall supervision and management of the business of the Skagit Council of Governments including, without limitation of the foregoing: keeping a written record of all actions of the Board, TPB and other policy boards established in accordance with these Bylaws; receiving monies payable to the Skagit Council of Governments and disbursement thereof as authorized by the Board of Directors; maintaining accurate and complete accounts of all receipts and disbursements; supervising all studies and programs authorized by the Skagit Council of Governments; supervising all staff, including the hiring and firing of staff; and performing such other duties or authorities as may be assigned to the Executive Director from time to time by the Board, the TPB, or the Chair.

Section 2. The Executive Director shall have authority to execute contracts with a value of ten thousand dollars (\$10,000) or less in the name of the Council which are in conformance with the approved budget or other Board (Board or TPB) authorization without the prior approval. A contract in which the Skagit Council of Governments is party and which is in an amount greater than ten thousand dollars (\$10,000) shall require the prior approval of the Board or TPB before execution by the Executive Director.

Section 3. The Executive Director is authorized to enter into agreements on behalf of the SCOG whenever the Executive Director determines it to be advantageous or when such services are part of in SCOG's normal operations and within the budget set by the Board.

Section 4. The Executive Director shall have authority to manage the Revolving Loan Fund Program pursuant to the revolving loan fund management plan; *provided* that the Board shall approve all loans.

Section 5. The Executive Director shall prepare a work program and budget, under direction of the Board of Directors or committee thereof.

ARTICLE VIII
Work Program and Budget

Section 1. The work program and budget for SCOG shall be presented to the Board for review, revision, and adoption. The work program shall consist of projects and activities to be undertaken by SCOG and Staff during the subject budget year. The work program and budget shall be consistent with the transportation work program identified within the unified planning and work program (UPWP) adopted by the TPB.

Section 2. The Board of Directors shall control all expenditures in accordance with the adopted work program and budget, with the exception of those expenditures included in the transportation work program (UPWP) and shall have the power to amend the work program and budget to meet unanticipated needs or changed conditions. The TPB shall control the UPWP and expenditures therein.

Section 3. The budget shall set the local financial contribution of the members for the following year. The amount shall be determined by a method deemed equitable by the Board and approved by the Board. The a preliminary budget and dues shall be set and adopted no later than the regular meeting in August of each year and a final dues and final budget shall be adopted by the last meeting in December of each year.

ARTICLE IX
Funds, Claims & Expenditures, Financial Reports

Section 1. All funds of the Council shall be deposited with the Skagit County Treasurer to the account of the Skagit Council of Governments. Annual contributions of the participating agencies shall be made as soon as possible after January 1 of each year and shall be made payable to the Skagit Council of Governments in care of the Skagit County Treasurer. Disbursements shall be made only by the Skagit County Treasurer upon warrants drawn by the Skagit County Auditor.

Section 2. Expenditures of the Council shall be approved by the Board each month and account payable certifications shall be signed by at least three members of the Board of Directors. Approval shall be noted in the meeting minutes.

ARTICLE X
Public Participation

The Agency shall seek involvement in its planning process of the general public, community and neighborhood organizations in urban and rural areas, large and small private sector interests, and local, regional and state government and shall comply with applicable federal or state and/or regulations.

ARTICLE XI
Open Meetings

To ensure appropriate notice, public involvement, and effective regional decision-making, all

meetings of the Skagit Council of Governments will be conducted consistent with SCOG's adopted Public Participation Plan. The Board and TPB shall comply with the Washington Open Public Meetings Act (Chapter 42.30 RCW) and the Washington Public Records Act (Chapter 42.56 RCW). The Executive Director shall prepare for Board's approval a public records policy as required by RCW 42.56.040.

ARTICLE XII
Amendments to Bylaws

These bylaws may be amended at any regular meeting of the Board of Directors by two-thirds vote of the voting membership; provided, that the proposed amendments shall have been submitted in writing at a previous regular meeting of the Board. Amendment of Article VI the TPB must be reviewed and agreed to by the TPB. Bylaws may be suspended at any meeting by the unanimous vote of the members present, provided, such attendance constitutes at least two-thirds of the voting membership.

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ADOPTED .

AMENDED .

SCOG, Chair

Transportation Policy Board, Chair

ATTEST:

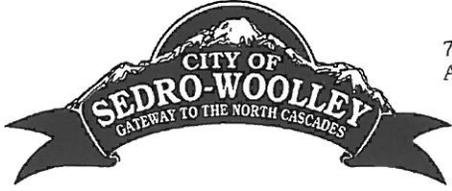
Kevin Murphy, Executive Director

APPROVED AS TO FORM:

Bradford E. Furlong, WSBA # 12924
Legal Counsel

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 26 2014



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/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Jail Agreement Amendment
DATE: February 26, 2014

ISSUE: Should the Council approve the attached amendment to the interlocal regarding the new jail?

BACKGROUND: The state has declined to pay Skagit County directly the money collected under the new 3/10^{ths} of 1% sales tax that is due to the cities (but pledged to the county to fund a new jail). Because the agreement contemplated a direct payment from the state to the county, additional language would be useful to address the transfer of the money from the cities to the county. The second provision is intended to clarify the method by which the county's new jail fund will reimburse the cities for contracted jail costs.

REQUEST: Please review and offer any concerns or suggestions; this is presented for information only tonight and is subject to additional revisions as it works its way through the process. I am hoping to have it on your agenda at the next meeting for possible action.

**FIRST ~~ADDENDUM-AMENDMENT~~ TO THE JAIL FACILITY USE AGREEMENT
AMONG
SKAGIT COUNTY, THE CITY OF MOUNT VERNON, THE CITY OF SEDRO-
WOOLLEY, THE CITY OF ANACORTES, AND THE CITY OF BURLINGTON
COLLECTIVELY KNOWN AS “THE PARTIES”**

**ADDING TERMS AND CONDITIONS GOVERNING TAX DISBURSEMENTS AND
COUNTY REIMBURSEMENT FOR JAIL OUTSOURCING CONDUCTED BY
CITIES.**

RECITALS

WHEREAS, the cities of Mount Vernon, Anacortes, Sedro-Woolley, Burlington (the “Cities) and Skagit County entered into an agreement known as the Jail Facility Use Agreement (the “Agreement”) executed in various counterparts attached hereto; and

WHEREAS, upon voter approval of the Sales Tax Measure set forth in the Agreement, the Parties contracted for the allocation of funds received from the Sales Tax Measure including certain adjustments set forth in Part I Section 3 of the Agreement; and

WHEREAS, pursuant to RCW 82.14.450 (6), revenues generated pursuant to the Sales Tax Measure are to be distributed to the County and to cities in the County (including, but not limited to the cities that are party to this agreement); and

WHEREAS, the Parties jointly approached the Washington State Departments of Revenue and Treasury seeking state approval to distribute the funds received from the Sales Tax Measure in accordance with the Agreement and were denied; and

WHEREAS, as a condition of satisfying the terms and conditions of Part I Section 3 it is necessary to add additional terms and conditions to the Agreement governing how the Parties intend to implement the distribution of funds received from the Sales Tax Measure; and

WHEREAS, the Parties wish to add additional terms allowing for reimbursement from the Jail Fund for costs borne by Cities that outsource the housing of city inmates when the County Jail Facility cannot adequately accommodate the housing of such inmates.

NOW, THEREFORE, the Parties ~~enter into this addendum to hereby amend~~ the Jail Facility Use Agreement, pursuant to Washington law including but not limited to the Chapter 70.48 RCW and Chapter 39.34 RCW ~~adding the terms and condition described herein as follows:~~

A. A new subsection "f" is added to Part 1, Section 3, which shall read as follows:

f. INTERPARTY DISTRIBUTION OF SALES TAX FUNDS. The Cities shall receive Sales Tax Measure funds ("Funds" from the State by the last business day of every month. ~~The Cities Anacortes, Burlington, and Mount Vernon~~ shall deliver to the County the full amount of the Funds no later than the twentieth day of the following month in a manner to be determined by each City. Funds shall be paid by the City of Sedro-Woolley to the County in two manners: for the first 1/10th of 1% sales tax, in accordance with Part I – JAIL FINANCING, Sections 3c –e; and for the additional 2/10th of 1% sales tax, the city shall deliver to the County the funds no later than the twentieth day of the following month in a manner to be determined by the city. Rebates shall be paid by the County to the Cities of Burlington and Anacortes in accordance with Part I – JAIL FINANCING, Sections a-b and Part I – JAIL FINANCING Sections d-e.

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Comment [S1]: Isn't Sedro's payment to the County set out in subsection "c"?

Comment [kr2]: I am going to defer to Eron. I believe SW will get additional fund from the state beyond the one percent as a result of the State paying per the default statutory distribution. If this is the case we should use the other language.

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B. Subsection "e. ii." of Part 1, Section 3, is amended which shall read as follows:

ii. For the first calendar year in which revenue is received from DOR, the Burlington Rebate and Anacortes Rebate will be prorated for the number of months revenue is received in the calendar year, and paid out 60 days after the end of the first month that the County receives revenue from each city. In future years, payments will be made within 90 days of the end of the measurement period (the "Payment Date").

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CB. A new subsection "d" is added to Part II, Section 7, which shall read as follows:

d. INNIMATE OUTSOURCING REIMBURSEMENT. ~~Until such time as the new jail facility is constructed, in the event the County Jail Facility does not have sufficient room and the Sheriff notifies the cities that the County has room~~ to house ~~City~~ inmates, the County will reimburse ~~the Cities~~ each city's choosing. The County will reimburse ~~each city that is a party to this Agreement for such costs~~ ~~Cities~~ upon invoice and receipt of requested documentation through the County's normal voucher process, ~~provided that such reimbursement shall not be made for (1) additional costs incurred by a city to transport an inmate to another facility, or (2) additional personnel costs incurred by a city to transport an inmate to another facility.~~ Outsourced contracts should include the cost of transport to and from Skagit County to the contracted jail facility and such integrated costs will be reimbursed by the County. Reimbursement shall be made from the Jail Fund.

Comment [S3]: I am a bit confused by this section. Isn't this topic already covered in 7(d)?

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| **CD.** If any provision of this addendum conflicts with any of the provisions of the Agreement, the provisions of this addendum shall control. All other terms and conditions of the original Agreement shall remain in effect.

| **THIS FIRST ADDENDUM AMENDMENT HAVING BEEN APPROVED BY THE PARTIES AND EXECUTED IN COUNTERPARTS AS FOLLOWS:**

DATED this ____ day of _____, 2014

CITY OF MOUNT VERNON

Mayor Jill Boudreau

ATTEST:

Alicia D. Huschka, Finance Director

APPROVED AS TO FORM:

Kevin Rogerson, City Attorney

Dated this ___ day of _____, 2014.

CITY OF ANACORTES

Mayor Laurie Gere

Approved as to budget:

Steve Hogle, Finance Director

Approved as to form:

Brad E. Furlong, City Attorney

Dated this ___ day of _____, 2014.

CITY OF BURLINGTON

Mayor Steve Sexton

Approved as to budget:

Crystil Robinson, Finance Director

Approved as to form:

Scott Thomas, City Attorney

Dated this ___ day of _____, 2014.

CITY OF SEDRO WOOLLEY

Mayor Mike Anderson

Approved as to budget:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Dated this ___ day of _____, 2014.

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

Sharon D. Dillon, Chair

Ron Wesen, Commissioner

Kenneth A. Dahlstedt, Commissioner

Attest:

Linda Hammons, Clerk of the Board

Recommended:

Sheriff Will Reichardt

Tim Holloran, County Administrator

Approved as to form:

Will Honea, Chief Civil Deputy Pros. Attorney

Approved as to budget:

Trisha Logue, Budget and Finance Director