

**NOTICE OF MISAPPROPRIATION AND FALSIFICATION OF
ACCOUNTS BY PUBLIC OFFICERS**

27 April. 2023

City of Sedro-Woolley
Attn: Council Members
325 Metcalf Street
Sedro-Woolley, WA 98284

Re. **NOTIFICATION OF LOSS OF PUBLIC FUNDS PER RCW 43.09.185**
 NOTIFICATION OF FELONY PER 18 U.S.C. 4

Council Members (Jointly and Severely),

You are being contacted in accordance with 18 U.S. Code § 4 - Misprision of felony, and requested as a Civil Authority, to use your powers to confront felony acts occurring in Skagit County Washington.

Concerned residents of Skagit County have identified that the employees in the Office of Skagit County Prosecuting Attorney Richard Weyrich, have shown a pattern and practice of Misuse of Public Funds, Falsifying they are Public Officials, and a general refusal to adhere to the U.S. Constitution and State Law.

Unfortunately, once again you are being contacted to notify you of the Misappropriation of Public funds and significant violations of law as described below.

1. Attached you will find summary copies of signed contracts from 2021 – 2023 between Skagit County and Local Agencies throughout Skagit County including; Town of Concrete, Town of La Conner, City of Anacortes, City of Burlington, City of Sedro Woolley, and City of Mount Vernon.
2. Upon review of the signature sheet for the attached contracts that approved public funds, you will find a Deputy Prosecuting Attorney has been identified as approving the agreement and signed by either Erik Pedersen or Melinda Miller.
3. In accordance with **RCW 36.27.040 Appointment of deputies**
.....Each appointment shall be in writing, signed by the prosecuting attorney, and filed in the county auditor's office. Each deputy thus appointed shall have the same qualifications required of the prosecuting attorney.....
4. Following an exhaustive search with both the office of Skagit County Auditor and Skagit County Recorder, I am disappointed to inform you that of neither Erik Pedersen nor Melinda Miller where legally appointed and approved the attached contracts, and others, for the last several years as required by law requiring me to notify you the two have been masquerading as public officials, falsifying approval of public funds, and violating numerous other laws as found attached.
5. Furthermore, according to the office of Skagit County Auditor, for the same timeframe, neither Erik Pedersen nor Melinda Miller have a valid oath to the U.S. Constitution or laws of the State of Washington as a Deputy Prosecuting Attorney on file as is also required by law.

On behalf of all Skagit County residents who do not approve of this misuse of our tax funds, I request you use your Civil Authority as a Local Official to confront the violations being reported to you.

The below Skagit County residents request this letter and all attached documents be provided as public comment at the upcoming Council meeting.

Attachments: (Illegally Signed Contracts - 12 Total), (RCW's 36.27.040, 42.20.070, 43.09.185, 9A.60.040)

Cody Hart, Derrill Fussell, Kevin Ewing, Timothy Garrison, Steven Rindal, Kathy LaFreniere

COA #23-001-MCT-001

SKAGIT COUNTY
Contract # C20220394
Page 1 of 5

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF ANACORTES

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

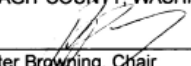
1. **PURPOSE:** The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of probation services to the City. Skagit County has a Probation Department capable of serving both the Skagit County District Court and, with some use restrictions,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

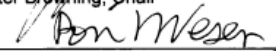
2. **RESPONSIBILITIES:** The County shall provide the following probation services for the City in consideration of time and effort as follows:


Active/full probation services, pre-trial monitoring, monitoring of treatment and community-based support group attendance, deferred prosecution requirements, pre/post-sentence investigations, assistance with connecting clients with support and community-based programming and collection of restitution and/or monitoring of prohibitions.

DATED this 3 day of October, 2022.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON


Peter Browning, Chair

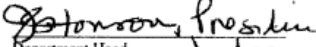

Ron Wesen, Commissioner


Lisa Janicki, Commissioner

Attest:


Clerk of the Board

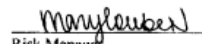
Recommended:


Department Head *Judge*

Approved as to form:


Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Risk Manager

Approved as to budget:


Budget & Finance Director

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY SHERIFF'S OFFICE
AND THE CITIES OF
ANACORTES, BURLINGTON, AND MOUNT VERNON

SKAGIT COUNTY
Contract # C20210678
Page 1 of 33

THIS INTERLOCAL AGREEMENT is made and entered into, by and between, Skagit County Sheriff's Office, herein after referred to as the "County," and the City of Anacortes, the City of Burlington, and the City of Mount Vernon, herein after referred to as "Cities",

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** This agreement sets forth the responsibilities and obligations of the Cities and the County related to the purchases of Less Lethal Tools under a WA State Dept of Commerce grant (EXHIBITS 1, 2 and 3).
2. **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. **Purchase or acquisition of goods listed in Exhibit 2 by each party acting as agent for either or both parties when agreed to in advance, in writing.**
4. **The County shall reimburse the City for the work performed under the terms of MANNER OF FINANCING described below.**
 - A. **TERM OF AGREEMENT:** The term of this Agreement shall be from the date of signature by all parties through **June 30, 2022** unless terminated sooner as provided herein.
 - B. **MANNER OF FINANCING:** The City shall submit invoices for reimbursement to the County documenting all actual direct costs for Less Lethal Tools incurred by the Cities. Invoices must be submitted no more frequently than monthly but at least quarterly in order to receive reimbursement.
 - C. **Requests for reimbursement of purchases must include a copy of the vendor's invoice.**

DATED this 27th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Lisa Janicki
Lisa Janicki, Chair

Peter Browning, Commissioner

Ron Wesen, Commissioner

Attest:

Kari Williams
Clerk of the Board

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

Recommended:

Don M. Smith
Department Head

County Administrator

Approved as to form:

Erik Pedersen
Civil Deputy Prosecuting Attorney
Erik Pedersen, Reviewed 12/22/2021

Approved as to indemnification:

Bonnie Beddall
Risk Manager

Approved as to budget:

Lisha Yegor
Budget & Finance Director

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN
SKAGIT COUNTY
AND
CITY OF BURLINGTON

SKAGIT COUNTY
Contract # C20220541
Page 1 of 8

THIS AGREEMENT is made and entered into by and between the CITY OF BURLINGTON ("City") and SKAGIT COUNTY, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

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

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

Active/full probation services, pre-trial monitoring, monitoring of treatment and community-based support group attendance, deferred prosecution requirements, pre/post-sentence investigations, assistance with connecting clients with support and community-based programming and collection of restitution and/or monitoring of prohibitions.

DATED this 12 day of December, 2022.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Peter Browning
Peter Browning, Chair

Ron Wesen
Ron Wesen, Commissioner

Lisa Janicki
Lisa Janicki, Commissioner

Attest:

Kate Williams
Clerk of the Board

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

Recommended:

County Administrator

Robertson Judge
Department Head

Approved as to form:

M. Mello
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Maryleuben
Risk Manager

Approved as to budget:

Lisha Gagne
Budget & Finance Director

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY AND CITY OF BURLINGTON
FOR BURLINGTON DOWNTOWN UPGRADES**

THIS INTERLOCAL AGREEMENT is entered into this 22 day of August, 2022 between Skagit County, Washington (the "County") and City of Burlington, a Washington Municipal Corporation (the "Recipient") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT, and in consideration of the mutual benefits do hereby agree as follows:

1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370.
2. Scope of Work: Recipient will use the funds distributed under this agreement pursuant to the intent and purpose of RCW 82.14.370. Further, Recipient is to use such funds for the Public Facility Project described in Recipient's Economic Development Application submitted to the County, which is attached to this document as Exhibit "A".
3. Payment: County will compensate Recipient a maximum of \$300,000, chargeable to GL expenditure code # 342 58502324109. Recipient shall submit an invoice describing the use of funds to be distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees that in the event the county or other state or federal agency finds that the funds distributed pursuant to this agreement violate any state or federal laws including but not limited to the primary purpose for which funds pursuant to this agreement are being given, Recipient agrees to return the funds provided by County under this agreement to County including any penalties and interest, and agrees to hold County harmless and indemnify County for distributing such funds contrary to state or federal law. Further, in the event that funds provided to Recipient under this agreement are used for a purpose other than what was originally described in its application of funds, then Recipient agrees to return such funds to the County upon demand.
5. The parties agree that Recipient is an independent contractor and not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the

DATED this 22 day of August, 2022.

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

Peter Browning
Peter Browning, Chair

Ron Wesen
Ron Wesen, Commissioner

Lisa Janicki
Lisa Janicki, Commissioner

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

County Administrator
County Administrator

Attest:

Amber Epps
Clerk of the Board

Recommended:

Lisha Logne
Department Head

Approved as to form:

M. Mello
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Maryloubeal
Risk Manager

Approved as to budget:

Lisha Logne
Budget & Finance Director

INTERLOCAL AGREEMENT BETWEEN
SKAGIT COUNTY AND THE TOWN OF CONCRETE
RELATING TO LAW ENFORCEMENT SERVICES
(FOR THE YEARS 2023, 2024 & 2025)

SKAGIT COUNTY
Contract # C20220505
Page 1 of 33

THIS AGREEMENT, entered into the 21 day of November, 2022 by the County of Skagit, a political subdivision of the state of Washington, (hereinafter referred to as the "COUNTY") and the Town of Concrete, a fourth class municipal corporation of the state of Washington, (hereinafter referred to as the "TOWN");

WITNESS THAT:

WHEREAS, TOWN is entirely within COUNTY; and

WHEREAS, the TOWN possesses the power, legal authority and responsibility to provide law enforcement services to the citizens within its boundaries; and

WHEREAS, the COUNTY, through the Skagit County SHERIFF'S Office (hereinafter referred to as the "SHERIFF") provides law enforcement services to the citizens of Skagit County; and

WHEREAS, the COUNTY has the power and legal authority to extend those law enforcement services into the TOWN; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract to perform functions which each may individually perform; and

WHEREAS, the TOWN desires to enter into an agreement with the COUNTY whereby the COUNTY, through the SHERIFF, will provide quality law enforcement services to the TOWN and its citizens; and

WHEREAS, the COUNTY agrees to render such law enforcement services through the SHERIFF'S Office subject to the terms hereof; and

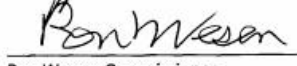
WHEREAS, the COUNTY and the TOWN have considered the anticipated costs of services and the anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding, and state-authorized sales tax funding levied for criminal justice purposes pursuant to RCW 39.34.180;

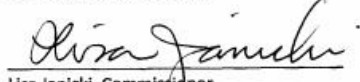
NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

DATED this 21 day of November, 2022.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON


Peter Bowman, Chair


Ron Wesen, Commissioner


Lisa Janicki, Commissioner

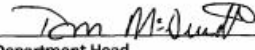
For contracts under \$5,000:
Authorization per Resolution R20030146

County Administrator


Attest:


Clerk of the Board

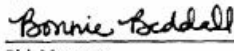
Recommended:


Department Head

Approved as to form:


Civil Deputy Prosecuting Attorney
Erik Pedersen, Reviewed 11/15/2022

Approved as to indemnification:


Risk Manager

Approved as to budget:


Budget & Finance Director

**AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT
FOR A COUNTYWIDE PUBLIC SAFETY
COMMUNICATIONS CENTER**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR A COUNTYWIDE PUBLIC SAFETY COMMUNICATIONS CENTER (this "Agreement") is entered into as of the 18 day of July, 2022 by and between the participating municipal entities that are signatory hereto and this Agreement shall be effective as stated in Section 32 below.

RECITALS

WHEREAS, state law has granted to participating entities authority to enter into this Agreement including but not limited to Chapter 39.34, RCW (Interlocal Cooperation Act), which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis of mutual advantage and thereby to provide services and facilities in a more efficient and effective manner; and

WHEREAS, Skagit County, the Cities of Anacortes, Burlington, Mount Vernon, and Sedro-Woolley, the Towns of Concrete, Hamilton, La Conner and Lyman (collectively, "Members") entered into an Interlocal Cooperation Agreement for a Countywide Public Safety Communications Center effective December 19, 2016 ("2016 Agreement") for the purpose of strengthening the governance and corporate structure of Skagit 911; and

WHEREAS, the Members, by executing this Agreement, desire to amend the 2016 Agreement to enable Skagit 911 to receive additional sales and use tax funds to help defray the operational costs of Skagit 911 and all other purposes as authorized by law if such additional sales and use tax funds are approved by the voters of the County; and

WHEREAS, this Agreement is authorized by state law including but not limited to the Interlocal Corporation Act and Nonprofit Corporations Act set forth in Chapters 39.34 and 24.06, respectively of the Revised Code of Washington.

AGREEMENT

NOW, THEREFORE, upon ratification of this Agreement by the minimum number of required parties, pursuant to state law including RCW 39.34.030 and RCW 24.06 parties to this Agreement agree as follows:

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

32. Adoption & Effective Date: The effective date of this Agreement shall be upon the ratification of this Agreement by a duly-authorized representative of each Member ("Ratification"). However, all future amendments shall be effective as described in Section 14. This Agreement shall be binding upon the Members who have executed this Agreement and that upon Ratification, all prior conflicting agreements and bylaws between the parties shall be deemed terminated and replaced herewith. Thereafter, no city or town shall be a member of SKAGIT 911 until its governing body shall have approved this Agreement.

DATE: July 18, 2022

BOARD OF COMMISSIONERS, SKAGIT COUNTY, WASHINGTON

ATTEST:

Linda Hammer
CLERK OF THE BOARD

Lisa Janicki
LISA JANICKI, COMMISSIONER

APPROVED AS TO FORM ONLY:

M. Allen
DEPUTY PROSECUTING ATTORNEY

Ron Wesen
RON WESEN, COMMISSIONER

REVIEWED:

Maryleuben
RISK MANAGER

ABSENT

Peter Browning
PETER BROWNING, COMMISSIONER

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County
AND
The Town of La Conner


THIS AGREEMENT is made and entered into by and between The Town of La Conner ("Town") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

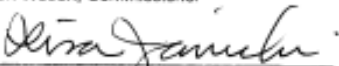
1. **PURPOSE:** The County desires to provide funding to the Town to operate a Senior Services Program. For the purpose of this Agreement, a senior will be defined as any person 55 years of age or older.
2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this Agreement, the County will provide funding for staffing and program supplies for the Town including senior service programs where older adults can conveniently access services and activities which support their independence, enhance their dignity, and encourage their involvement in and with their community. Programs may include discussion groups, educational classes, support groups, writing classes, yoga classes etc.
3. **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1, 2023 through December 31, 2023.
4. **MANNER OF FINANCING:** The County shall reimburse the Town a sum not to exceed **six thousand, nine hundred and sixty-six dollars (\$6,966.00)** for services, using the established GL Code 118-various, and any other GL code(s) necessary. Services including:
 1. Salaries and benefits for staff; and
 2. Office and program supplies incurred through the delivery of services in this agreement.
5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 5.1 The County's representative shall be the Senior Program Manager.
 - 5.2 Town's representative shall be Maria DeGoede.
6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

DATED this 12 day of December, 2022.

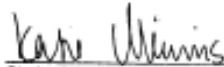
BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON


Peter Browning, Chair


Ron Wesen, Commissioner


Lisa Janicki, Commissioner

Attest:


Karin Winnings
Clerk of the Board

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

County Administrator

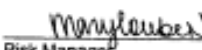
Recommended:


Sarah Himm
Department Head

Approved as to form:


M. Mello
Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Mary Leuber
Risk Manager

Approved as to budget:


Krista Logne
Budget & Finance Director

**INTERLOCAL AGREEMENT BETWEEN SKAGIT COUNTY AND THE
TOWN OF LA CONNER RELATING TO LAW ENFORCEMENT SERVICES
(FOR THE YEARS 2022 - 2026)**

THIS AGREEMENT, entered into the date signed by the last party and effective January 1, 2022, by the County of Skagit, a political subdivision of the state of Washington, (hereinafter referred to as the "COUNTY") and the Town of La Conner, a fourth class municipal corporation of the state of Washington, (hereinafter referred to as the "TOWN");

WITNESS THAT:

WHEREAS, TOWN is entirely within COUNTY; and

WHEREAS, TOWN possesses the legal authority to provide law enforcement services to the citizens within its boundaries; and

WHEREAS, COUNTY, through the Skagit County SHERIFF'S Office (hereinafter referred to as the "SHERIFF") provides law enforcement services to the citizens of Skagit County; and

WHEREAS, COUNTY has the power and legal authority to extend those law enforcement services into the TOWN; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract to perform functions which each may individually perform; and

WHEREAS, TOWN and COUNTY have previously had a contract and the TOWN desires to enter into an amended agreement with COUNTY whereby COUNTY, through the SHERIFF, will provide quality law enforcement services to TOWN and its citizens; and

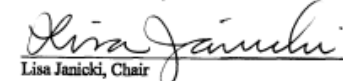
WHEREAS, COUNTY agrees to render such law enforcement services through the SHERIFF subject to the terms hereof; and

WHEREAS, COUNTY and TOWN have considered the anticipated costs of services and the anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding, and state-authorized sales tax funding levied for criminal justice purposes pursuant to RCW 39.34.180;

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

DATED this 27th day of December, 2021.

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


Lisa Janicki, Chair


Peter Browning, Commissioner


Ron Wesen, Commissioner

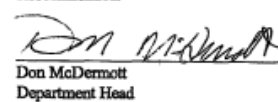
For contracts under \$5,000:
Authorization per Resolution R20030146

County Administrator

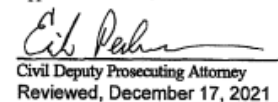
Attest:


Keri Williams
Clerk of the Board

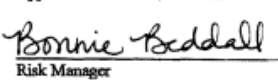
Recommended:


Don McDermott
Department Head

Approved as to form:


Civil Deputy Prosecuting Attorney
Reviewed, December 17, 2021

Approved as to indemnification:


Bonnie Boddall
Risk Manager

Approved as to budget:


Krista Yegor
Budget & Finance Director

DATED this 24 day of October, 2022.

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF MOUNT VERNON

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

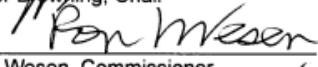
1. **PURPOSE:** The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of District Court Community Court services to the City. Skagit County has a Community Court Program capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Community Court Program has provided Community Court services to the City since January 1, 2021, in a pilot program role. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of Community Court services.


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

Active/full Community Court services, monitoring of community court, court ordered programming, community-based support group compliance, and assistance with connecting clients with support and community-based alternatives.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON


Peter Browning, Chair


Ron Wesen, Commissioner

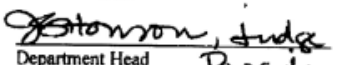

Lisa Janicki, Commissioner

Attest:


Clerk of the Board

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

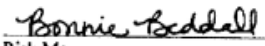
Recommended:


Department Head *Presiding*

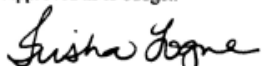
Approved as to form:


Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Risk Manager

Approved as to budget:


Budget & Finance Director

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY
AND
CITY OF MOUNT VERNON

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

1. PURPOSE:

This agreement shall establish a Management Control Agreement as required by the Criminal Justice Security Information Services (CJIS) Security Policy. The Skagit County Information Services Department is a Non-Criminal Justice Agency (NCJA) designated to perform criminal justice functions on behalf of the City of Mount Vernon.

Per Section 5.1 of the CJIS Security Policy the NCJA shall sign and execute a management control agreement which stipulates management control of the criminal justice function remains solely with the City of Mount Vernon Police Department.

2. CRIMINAL JUSTICE INFORMATION SYSTEM MANAGEMENT CONTROL AGREEMENT

Pursuant to the CJIS Security Policy, it is agreed that with respect to administration of that portion of computer systems and network infrastructure interfacing directly or indirectly with A Central Computerized Enforcement Service System (ACCESS) for the interstate exchange of criminal history/criminal justice information, the City of Mount Vernon Police Department shall have the authority, via managed control, to set and enforce:

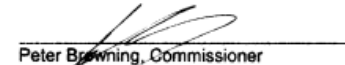
1. Priorities
2. Standards for the selection, supervision, and elimination of access to personnel who may be tasked with working on or interfacing with any of the telecommunication systems or criminal justice systems/computers enumerated in paragraph three below.
3. Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice information, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.
4. Restriction of unauthorized personnel from access or use of equipment accessing the State network.
5. Compliance with all rules and regulations of the criminal justice agency policies and CJIS Security Policy in the operation of all information received.

Responsibility for management control of the criminal justice function remains solely with the City of Mount Vernon Police Department as required by the CJIS Security Policy.

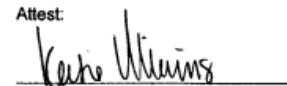
DATED this 1st day of November, 2021.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

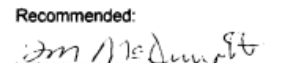

Lisa Janicki, Chair


Peter Browning, Commissioner


Ron Wesen, Commissioner


Attest:

Clerk of the Board

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

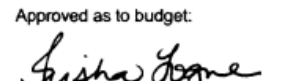
Recommended:

Skagit County Sheriff

County Administrator

Central Services Director
Approving Management Control Agreement

Approved as to form:

Civil Deputy Prosecuting Attorney
Erik Pedersen, Reviewed 10/27/2021
Approved as to indemnification:


Risk Manager

Approved as to budget:

Budget & Finance Director

SKAGIT COUNTY
Contract # C20220548
Page 1 of 5

DATED this 12 day of December, 2022.

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County
AND
The City of Sedro-Woolley

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

1. **PURPOSE:** The County operates a **Senior Services Program, within the Skagit County Public Health Department**, and employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to seniors. For the purpose of this Agreement, a senior will be defined as any person 55 years of age or older. As a result of other contractual Agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an Agreement whereby the County will provide to the City certain administrative and professional services and the City will pay for the services so performed. This Agreement is general in nature and reflects the broad responsibilities the County has for the provision of services to seniors.

2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this Agreement, the County will provide administrative and professional services to the City; said services to consist primarily of the following **Program Services for seniors**:

A. Nutritional Services

1. Congregate meals: Hot, nutritionally balanced noon-time meals are served at the Senior Center.
2. Home-delivered meals: Individuals over the age of 60 who are homebound and unable to prepare meals for themselves or attend a Senior Center congregate meal service may have meals delivered to their homes. Volunteers deliver hot and frozen meals to homebound seniors on weekdays. Meal delivery can be a temporary or an on-going service especially helpful to individuals with disabilities or individuals recovering from illnesses. Staff members from the Skagit Nutrition Program make initial home visits to assess the extent of the need for home-delivered meal service, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual assessments are conducted to re-evaluate eligibility.
3. Liquid Meal Supplement: The Skagit Nutrition Program has Ensure Plus available at the Skagit County Senior Centers available to older adults. Ensure Plus is a high-calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need

BOARD OF COUNTY COMMISSIONERS SKAGIT COUNTY, WASHINGTON

Peter Browning, Chair

Ron Wesen, Commissioner

Lisa Janicki, Commissioner

Attest:

Katie Williams
Clerk of the Board

Recommended:
Sam Hammer
Department Head

Approved as to form:

M. Allen
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Maryleuben
Risk Manager

Approved as to budget:

Lisha Logne
Budget & Finance Director

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

County Administrator

SKAGIT COUNTY
Contract # C20220435
Page 1 of 5

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INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF SEDRO-WOOLLEY

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

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

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

Active/full probation services, pre-trial monitoring, monitoring of treatment and community-based support group attendance, deferred prosecution requirements, pre/post-sentence investigations, assistance with connecting clients with support and community-based programming and collection of restitution and/or monitoring of prohibitions.

DATED this 24 day of October, 2022.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Peter Browning, Chair

Ron Wesen, Commissioner

Lisa Janicki, Commissioner

Attest:

Amber Eng
Clerk of the Board

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

County Administrator

Recommended:

Jason Reading
Department Head Judge

Approved as to form:

M. Mello
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Bonnie Beddell
Risk Manager

Approved as to budget:

Lisha Logne
Budget & Finance Director

Appointment of deputies—Special and temporary deputies.

The prosecuting attorney may appoint one or more deputies who shall have the same power in all respects as their principal. Each appointment shall be in writing, signed by the prosecuting attorney, and filed in the county auditor's office. Each deputy thus appointed shall have the same qualifications required of the prosecuting attorney, except that such deputy need not be a resident of the county in which he or she serves. The prosecuting attorney may appoint one or more special deputy prosecuting attorneys upon a contract or fee basis whose authority shall be limited to the purposes stated in the writing signed by the prosecuting attorney and filed in the county auditor's office. Such special deputy prosecuting attorney shall be admitted to practice as an attorney before the courts of this state but need not be a resident of the county in which he or she serves and shall not be under the legal disabilities attendant upon prosecuting attorneys or their deputies except to avoid any conflict of interest with the purpose for which he or she has been engaged by the prosecuting attorney. The prosecuting attorney shall be responsible for the acts of his or her deputies and may revoke appointments at will.

Two or more prosecuting attorneys may agree that one or more deputies for any one of them may serve temporarily as deputy for any other of them on terms respecting compensation which are acceptable to said prosecuting attorneys. Any such deputy thus serving shall have the same power in all respects as if he or she were serving permanently.

The provisions of chapter 39.34 RCW shall not apply to such agreements.

The provisions of *RCW 41.56.030(2) shall not be interpreted to permit a prosecuting attorney to alter the at-will relationship established between the prosecuting attorney and his or her appointed deputies by this section for a period of time exceeding his or her term of office. Neither shall the provisions of *RCW 41.56.030(2) require a prosecuting attorney to alter the at-will relationship established by this section.

[2009 c 549 § 4047; 2000 c 23 § 2; 1975 1st ex.s. c 19 § 2; 1963 c 4 § 36.27.040. Prior: 1959 c 30 § 1; 1943 c 35 § 1; 1903 c 7 § 1; 1891 c 55 § 6; 1886 p 63 § 17; 1883 p 76 § 23; Code 1881 § 2142; 1879 p 95 § 16; Rem. Supp. 1943 § 115.]

NOTES:

***Reviser's note:** RCW 41.56.030 was alphabetized pursuant to RCW 1.08.015(2)(k), changing subsection (2) to subsection (12). RCW 41.56.030 was subsequently amended by 2011 1st sp.s. c 21 § 11, changing subsection (12) to subsection (11). RCW 41.56.030 was subsequently amended by 2020 c 298 § 1, changing subsection (11) to subsection (12).

[PDF](#)**RCW 42.20.070****Misappropriation and falsification of accounts by public officer.**

Every public officer, and every other person receiving money on behalf or for or on account of the people of the state or of any department of the state government or of any bureau or fund created by law in which the people are directly or indirectly interested, or for or on account of any county, city, town, or any school, diking, drainage, or irrigation district, who:

- (1) Appropriates to his or her own use or the use of any person not entitled thereto, without authority of law, any money so received by him or her as such officer or otherwise; or
 - (2) Knowingly keeps any false account, or makes any false entry or erasure in any account, of or relating to any money so received by him or her; or
 - (3) Fraudulently alters, falsifies, conceals, destroys, or obliterates any such account; or
 - (4) Willfully omits or refuses to pay over to the state, its officer or agent authorized by law to receive the same, or to such county, city, town, or such school, diking, drainage, or irrigation district or to the proper officer or authority empowered to demand and receive the same, any money received by him or her as such officer when it is a duty imposed upon him or her by law to pay over and account for the same,
- is guilty of a class B felony and shall be punished by imprisonment in a state correctional facility for not more than fifteen years.

[**2003 c 53 § 219**; **1992 c 7 § 37**; **1909 c 249 § 317**; RRS § 2569. Prior: Code 1881 § 890; **1873 p 202 § 92**; **1854 p 91 § 83**.]

NOTES:

Intent—Effective date—2003 c 53: See notes following RCW **2.48.180**.

[PDF](#)**RCW 43.09.185****Loss of public funds—Illegal activity—Report to state auditor's office.**

State agencies and local governments shall immediately report to the state auditor's office known or suspected loss of public funds or assets or other illegal activity. The state auditor must adopt policies as necessary to implement this section.

[**2022 c 148 § 1**; **1995 c 301 § 8**.]

PDF**RCW 9A.60.040****Criminal impersonation in the first degree.**

(1) A person is guilty of criminal impersonation in the first degree if the person:

(a) Assumes a false identity and does an act in his or her assumed character with intent to defraud another or for any other unlawful purpose; or

(b) Pretends to be a representative of some person or organization or a public servant and does an act in his or her pretended capacity with intent to defraud another or for any other unlawful purpose.

(2) Criminal impersonation in the first degree is a class C felony.

[**2004 c 11 § 1**; **2003 c 53 § 78**; **1993 c 457 § 1**; **1975 1st ex.s. c 260 § 9A.60.040.**]

NOTES:

Effective date—2004 c 11: "This act takes effect July 1, 2004." [**2004 c 11 § 3.**]

Intent—Effective date—2003 c 53: See notes following RCW **2.48.180.**