

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Motion No. 15-013

A MOTION APPROVING AN INTERLOCAL AGREEMENT WITH THE SNOHOMISH
COUNTY PUBLIC FACILITIES DISTRICT FOR THE PROVISION OF VARIOUS
ADMINISTRATIVE AND PROJECT SERVICES

WHEREAS by Ordinance No. 01-041 approved in July, 2001, the Snohomish County Council formally established a county-wide Public Facilities District to assist with the development of Regional Centers throughout the County; and


WHEREAS having Snohomish County provide administrative and project services to the Public Facilities District is the most economical and logistically efficient means of procuring these services; and

WHEREAS the Snohomish County Public Facilities District will compensate Snohomish County \$2,000 per month or a pro rated portion thereof and the reimbursement of various related expenses;

NOW, THEREFORE, ON MOTION, the Snohomish County Council hereby approves and authorizes the County Executive to sign on behalf of Snohomish County the Snohomish County Public Facilities District Interlocal Cooperation Agreement.

PASSED this 4th day of February, 2015.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST



Ass. Clerk of the Council

**SNOHOMISH COUNTY PUBLIC FACILITIES DISTRICT
ADMINISTRATIVE SERVICES AGREEMENT**

SECTION 1: GENERAL CONDITIONS

- 1.1 Parties. This agreement (the “Agreement”) is made by and between Snohomish County Public Facilities District, a municipal corporation of the State of Washington (the “District”) and Snohomish County, a political subdivision of the State of Washington (the “County”).
- 1.2 Purpose. The purpose of this Agreement is to specify certain terms and conditions allowing the District to obtain administrative support, financial, and information systems services from the County while the District provides financial support for regional centers being constructed in Snohomish County.
- 1.3 Term; Effective Date. This Agreement shall be effective on January 1, 2015, or the date of its execution by both parties, whichever is later. This Agreement shall expire on December 31, 2019.
- 1.4 Termination. This Agreement may be terminated by either of the parties for any reason at any time prior to its expiration upon sixty (60) days prior written notice by one party to the other.
- 1.5 Amendments. This Agreement may be amended only upon written agreement of the parties executed in the same manner as provided by law for the execution of this Agreement.

SECTION 2: DUTIES OF THE PARTIES

- 2.1 County’s Duties. The County agrees to provide the following services, as requested by the District.
- (a) Administrative Support. The County will provide meeting scheduling, meeting advertising, preparation of Board agendas and minutes, meeting locations, and preparation and distribution of correspondence.
- (b) Financial Services. The County will provide, through the Snohomish County Finance Department (“Finance Department”), financial services, including accounts receivable activity with

respect to Washington State's rebates sales tax, cash management, accounts payable processing, budget preparation, and reporting.

The County and the District will follow the provisions and procedures set forth in the attached "Audit of Expenditures" procedure.

(c) Information Services. The County will provide corporate e-mail distribution, electronic storage, and web hosting services.

(d) District Records The County agrees to post or link electronic access to the following District public records on the District's web site:

- All Interlocal Agreements and other agreements to which the District is a party;
- All Resolutions adopted by the Board of Directors;
- Notices of pending meetings of the Board of Directors;
- Agendas for pending meetings of the Board of Directors;
- Minutes of all meetings of the Board of Directors, upon approval thereof;
- All policies and procedures adopted by the Board of Directors;
- The District's Charter and Bylaws; and
- Chapter 2.19 of the Snohomish County Code, as amended.

Additionally, the County will post on the District web site, the address of the District's Public Record Office.

The County will maintain within the Finance Department, a physical and electronic filing system for those public records and files of the District which are in the possession of the County, and provide them as requested by the District's Public Records Officer ("PRO") or the PRO's Appointee or or authorized designate, in order to process responses to public records disclosure requests. The County shall not be responsible for District public records which are not in its possession.

2.2 District's Duties. The District agrees to perform as follows:

(a) Annual Fee. The District agrees to reimburse the County for administrative support, financial and information systems services detailed

in Section 2.1 in an agreed annual amount of \$24,000 per calendar year, with pro rata payments of \$2,000 being made monthly.

- (b) Designation of Auditing Officer. The District Board of Directors will designate one of its Members as the District's Auditing Officer.
- (c) Auditing Officer's Bond. The District shall be financially responsible for obtaining and maintaining any bond required of the County's Controller Manager in order to perform the services provided hereunder.
- (d) Other Expenses. The District agrees to reimburse the County for other expenses arising out of this Agreement, such as insurance premiums, advertisements, special forms, printing costs, supplies, tax filings, postage, etc, excluding those photocopying expenses already recouped from public records act copy charges paid by members of the public. The District agrees to provide reimbursement to the County under this section within thirty (30) days after being billed.

SECTION 3: MISCELLANEOUS

- 3.1 Notices. Notices shall be provided by one party to the other at the addresses set forth below, which addresses may be changed, from time to time, by written notice to the other party.

THE DISTRICT:

ATTN: Chair
Snohomish Count PFD
3000 Rockefeller Avenue M/S 610
Everett, WA 98201

THE COUNTY:

ATTN: Controller
Snohomish County
3000 Rockefeller Avenue M/S 610
Everett, WA 98201

- 3.2 Ex Officio Treasurer. The parties acknowledge that the Snohomish County Treasurer is the Ex Officio Treasurer of the District pursuant to RCW 36.100.100. Any duties delegated to the County hereunder that are by law or ordinance required to be performed by the County Treasurer shall be so performed by the County Treasurer.

Having received appropriate authorization from their respective governing bodies, the officials signing below have executed this Agreement as of the dates indicated.

SNOHOMISH COUNTY:

THE DISTRICT:

Lenda Crawford *4/2*
County Executive
LENDACRAWFORD
Executive Director
Date: 2/6/15

W. Tom Jander
President
Date: 12/11/14

APPROVED AS TO FORM:

[Signature] *12/15/14*
Deputy Prosecuting Attorney

APPROVED AS TO FORM:

[Signature]
District Attorney

COUNCIL USE ONLY
Approved: 2-4-15
Docfile: D-2

Snohomish County Public Facilities District
Audit of Expenditures

1. The PFD Board shall formally appoint a PFD Board member as the PFD's Auditing Officer. This will require amendment of resolution 2013-02. The PFD Board shall formally define the Auditing Officer's term.
2. The PFD's Auditing Officer and assigned County Finance representative shall determine a date and time to meet on a monthly basis to complete the Auditing Officer's pre-audit of expenditures prior to issuance of PFD payments by the County.
3. The Auditing Officer may be reimbursed for mileage expense incurred to attend the pre-audit meeting (per RCW 36.100).
4. A majority of PFD Board members shall continue to approve all vouchers/warrants at the Board's quarterly meetings.
5. The Auditing Officer shall be responsible for pre-auditing all claims for payment. The pre-audit will include:
 - a. Review of supporting documentation to ensure the claim is valid.
 - b. Signing a certification of claims that includes the following statement as required by the Washington State Auditor's Office:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the (city/county/district), and that I am authorized to authenticate and certify to said claim.
 - c. Signing a certification for Board Member expense reimbursement claims that includes the following statement as required by the Washington State Auditor's Office:

I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligation against the district, and that I am authorized to certify to said claim.

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