



SKAGIT COUNCIL OF GOVERNMENTS SPECIAL MEETING OF THE BOARD OF DIRECTORS

November 19, 2025 – 9:00 a.m.

In Person: [Burlington City Council Chambers](#), 833 South Spruce Street, Burlington, WA 98233

Remote: [GoToMeeting](#)

Dial In: 1 (877) 309-2073

Access Code: 821-261-221

AGENDA

1. Call to Order and Roll Call
2. Written Public Comments – *Mark Hamilton*
3. Verbal Public Comments
4. Consent Agenda
 - a. Approval of [October 15, 2025 Board of Directors Meeting Minutes](#)
5. Action Items
 - a. [Executive Director Contract](#) – *Mayor Matt Miller, Chair*
6. Next Meeting: February 18, 2026, Time TBD, *[Burlington City Council Chambers and Remote](#)*
7. Adjourned

[Meeting Packet](#)

BOARD OF DIRECTORS OFFICERS

Mayor Matt Miller..... Chair

Mayor Peter Donovan..... Vice Chair

BOARD OF DIRECTORS MEMBERSHIP AND VOTES

Anacortes..... 1
Burlington 1
Concrete..... 1
Hamilton..... 1
La Conner..... 1
Lyman 1
Mount Vernon 1

Port of Anacortes1
Port of Skagit1
Samish Indian Nation.....1
Sedro-Woolley1
Skagit County.....3
Skagit Public Utility District.....1
Swinomish Indian Tribal Community1

QUORUM REQUIREMENT

A quorum consists of a simple majority (9) of the total votes (16).

Title VI Notice to the Public: The Skagit Council of Governments fully complies with Title VI of the federal Civil Rights Act of 1964 and related statutes, and does not discriminate on the basis of race, color or national origin. For more information, or to obtain a Title VI Complaint Form, visit SCOG's website at <http://scog.net/about/nondiscrimination/>.

Aviso resumido del Título VI al público: El Consejo de gobiernos de Skagit cumple plenamente con el Título VI de la Ley federal de derechos civiles de 1964 y los estatutos relacionados, y no discrimina por motivos de raza, color u origen nacional. Para mayor información, o para obtener un Formulario de queja del Título VI, visite el sitio web del SCOG en <http://scog.net/about/nondiscrimination/>.

ADA Notice to the Public: The Skagit Council of Governments fully complies with Section 504 of the Rehabilitation act of 1973 and the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability. For more information, or to file a grievance contact the ADA Coordinator, Kevin Murphy at 360-416-7871 or kmurphy@scog.net.

Aviso de la ADA para el público: El Consejo de Gobiernos de Skagit cumple plenamente con la Sección 504 de la Ley de Rehabilitación de 1973 y la Ley de Americanos con Discapacidades de 1990 (ADA) y no discrimina por motivos de discapacidad. Para obtener más información, o para presentar una queja, póngase en contacto con el Coordinador de la ADA, Kevin Murphy en 360-416-7871 or kmurphy@scog.net.

SKAGIT COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS MEETING MINUTES

October 15, 2025

Burlington City Council Chambers and Remote

MEMBERS PRESENT

Mayor Matt Miller, City of Anacortes, Chair; Mayor Peter Donovan, City of Mount Vernon, Vice Chair; Mayor Bill Aslett, City of Burlington; Commissioner Peter Browning, Skagit County; Commissioner Corrin Hamburg, Skagit PUD; Mayor Marna Hanneman, Town of La Conner; Commissioner Lisa Janicki, Skagit County; Mayor Julia Johnson, City of Sedro-Woolley; Commissioner Jon Ronngren, Port of Anacortes; Commissioner Ron Wesen, Skagit County; and Chairman Tom Wooten, Samish Indian Nation.

STAFF PRESENT

Kevin Murphy, Executive Director; Debbie Carter, Executive Assistant and Clerk of the Board; Mark Hamilton, Senior Transportation Planner; Grant Johnson, Associate Planner; and Sarah Ruether, Associate Planner; and Anika Nelson, Intern.

OTHERS PRESENT

Three members of the public attended the meeting.

AGENDA

1. Call to Order: Mayor Miller called the meeting to order at 9:30 a.m.

Roll Call: Roll was taken with a quorum present.

2. Written Public Comments: Mr. Hamilton stated that a public comment period was held prior to the meeting and no public comments were received.
3. Verbal Public Comments: No verbal public comments were provided at the meeting.
4. Executive Director's Report: Mr. Murphy explained the process for the Executive Session that will take place later in the meeting.
5. Consent Agenda
 - a. Approval of August 20, 2025 Board of Directors Meeting Minutes
 - b. Approval of Accounts Payable Vouchers and Payroll Certification

AP voucher batch #155613, and AP voucher batch #155751 in an amount totaling \$106,059.92; and payroll certification for August 2025 in the amount of \$47,958.32; AP voucher batch #155932, AP voucher batch #156088 in an amount totaling \$65,577.25; and payroll certification for September 2025 in the amount of \$49,626.62.

- c. Resolution 2025-10 to Appoint Auditing Officer for 2026

Commissioner Janicki moved to approve the Consent Agenda. Commissioner Browning seconded the motion and it carried unanimously.

- 6. Executive Session (A separate Teams remote meeting invitation was sent for the Executive Session).

- a. To evaluate the qualifications of an applicant for public employment (RCW 42.30.110): Mayor Miller began the Executive Session at 9:35 a.m., stating the purpose of the session and the 20-minute duration. The Executive Session concluded at 9:55 a.m.

- 7. Action Items

- a. Authorize Chair to Enter Contract Negotiations with Candidate for the Position of Executive Director: Mayor Miller presented this action item.

Commissioner Browning moved to Authorize Chair to Enter Contract Negotiations with Candidate for the Position of Executive Director. Commissioner Janicki seconded the motion and it carried unanimously.

- b. 2026 Budget: Mr. Murphy presented this action item. The 2026 budget has estimated total expenditures in the amount of \$1,158,216, a decrease from the 2025 budget of \$1,632,547. The large budget decrease is due primarily to three transportation consulting projects nearing conclusion.

Commissioner Janicki moved to approve the 2026 budget. Mayor Aslett seconded the motion and it carried unanimously.

- c. Selection of SCOG Board of Directors Member to EDASC Board for 2026: Mr. Murphy presented this action item. He said that every year SCOG selects a Board of Directors member to serve on the EDASC Board.

Commissioner Janicki spoke in support of the opportunity. Board members discussed what the commitment entails.

Mayor Hanneman moved to appoint herself as the SCOG Board of Directors member to serve on the EDASC Board for 2026. Commissioner Janicki seconded the motion and it carried unanimously.

- 8. Chair's Report: Mayor Miller noted that because the Board of Directors authorized the Chair to enter contract negotiations with the candidate for position of Executive Director, there will be a need for a special meeting for the Board of Directors to approve the contract. Mr. Murphy reiterated that, following the related action at today's meeting, another meeting will be needed to approve the contract.

9. Roundtable and Open Topic Discussion: Board of Directors members did not have anything to share for the roundtable and open topic discussion.
10. Next Meeting: The next regular meeting is February 18, 2026, with the meeting time to be determined, in person at the Burlington City Council Chambers and remote.
11. Adjourned: Mayor Miller adjourned the meeting at 10:06 a.m.

Information Items: Washington Intergovernmental Review Process Uniform Notification Form; Year to Date Actual vs. Budget – January through August 2025; and Quarterly Financial Update.

Approved,

Kevin Murphy, Executive Director
Skagit Council of Governments

Date: _____

Mayor Matt Miller
Board of Directors Chair
Skagit Council of Governments

Date: _____

ACTION ITEM 5.A. – EXECUTIVE DIRECTOR CONTRACT

Document History

MEETING	DATE	TYPE OF ITEM	STAFF CONTACT	PHONE
Board of Directors	11/19/2025	Action	Kevin Murphy	360-416-7871

RECOMMENDED ACTIONS

The Chair of the Board of Director's recommends adoption of the [contract](#) with Jill Boudreau.

FISCAL IMPACT

The proposed contract is consistent with the adopted 2026 budget.

DISCUSSION

The Board establish a search committee in February 2025 to lead the process in finding SCOG's next Executive Director. They meet in March of 2025 and recommend SCOG retain a recruitment firm or individual to conduct the search. Karras Consulting was retained to lead the recruitment process and coordinated with the search committee throughout the process. The Board of Directors had an executive session in October after which they directed the Chair to enter negotiations with a candidate for the position of Executive Director. The Chair has completed those negotiations and recommends the Board approve the contract with Jill Boudreau to be SCOG new Executive Director.

SKAGIT COUNCIL OF GOVERNMENTS

EXECUTIVE DIRECTOR EMPLOYMENT CONTRACT

Executive Director Employment Contract (“Agreement”) is entered into effective the 16th day of December 2025, by and between the SKAGIT COUNCIL OF GOVERNMENTS (“SCOG”), a regional agency formed pursuant to Chapter 36, Laws of 1959, as amended, RCW 36.64.080 and Chapter 47.80 RCW, and CHRISTA JILL BOUDREAU (“Director”) on the following terms and conditions:

1. **EMPLOYMENT.** SCOG hereby agrees to employ the Director and the Director hereby agrees to be and remain employed pursuant to the terms of this Contract as SCOG’s Executive Director and agrees to fully, faithfully and timely perform and discharge all of the duties and responsibilities of said position under the direction of SCOG’s governing body, (“Board”) including, without limitation: Implementing Board policies, carrying out Board directives, overseeing achievement of Board goals and objectives, regularly reporting to the Board and keeping the Board timely advised regarding all strategic, legislative, legal, policy, personnel, community relations, operational and financial matters which could materially affect SCOG and other matters as directed by the Board and to perform additional duties, including, without limitation, the duties and responsibilities set forth on the attached job description (which is incorporated herein by reference) as now or hereafter be amended by the Board as the Board deems appropriate. Director shall carry out his duties and responsibilities pursuant to the SCOG *Personnel Handbook*, as amended now and in the future, including Board Resolution No. 2012-7 concerning credit cards, now or as amended in the future (collectively, “Personnel Policies”) and shall be treated thereunder as an “Exempt Employee” as defined in Section 2.01, “EMPLOYEE CLASSIFICATIONS.”
2. **TERM – EXEMPT, AT WILL EMPLOYMENT.** Subject to fact that the Director is an “exempt” employee per the SCOG Personnel handbook and an “at will” employee and subject to the provisions of Section 10, “**TERMINATION**,” hereinafter set forth, the term of this Agreement shall commence on the Effective Date.
3. **EFFECTIVE DATE.** This contract shall become effective on the sixteenth (16th) day of December 2025 (“Effective Date”).
4. **COMPENSATION.** SCOG shall pay the Director at an annual salary rate of \$170,016 in accordance with the payroll practices of Skagit County, Washington, as payroll agent for SCOG. Compensation will be adjusted commencing on June 16, 2026, and on December 16, 2026, provided the Director receives a favorable performance evaluation, and annually thereafter, by the steps as set forth on

Schedule No. 1 hereto unless otherwise adjusted by the Board. The foregoing notwithstanding, the salary levels set forth on Schedule No.1 may, in the sole discretion of the Board, adjusted at the commencement of each level by the change in the Seattle – Everett – Bremerton CPI, All Consumers index for the twelve (12) months ending the previous June 30th and set forth in the budget adopted annually by the Board.

5. **BENEFITS.**

5.1 **Health Benefits:** (same as Regular Full-Time SCOG employees, subject to change during term of contract based, at the Effective Date).

5.2 **Paid Time Off** (vacation accrual at a rate of 109 months of service period credit and sick leave same as Regular Full-Time SCOG employees, subject to change during term of contract based, at the Effective Date).

6. **BUSINESS EXPENSE REIMBURSEMENT.** Director shall be reimbursed for approved and documented business expense(s) incurred on behalf of SCOG in accordance with Board policies and procedures as are now or hereafter amended. Director will be reimbursed for mileage to attend all business-related events or meetings, as per the Personnel Handbook

7. **RETIREMENT.** The Director shall be enrolled and participate, as eligible under Washington law, in the Washington State Public Employees' Retirement System and may participate in any optional plans offered by SCOG for which she is eligible.

8. **PERFORMANCE EVALUATION.** The Board shall evaluate the Director with a performance appraisal after 6 months and December 16, 2026, and annually thereafter. All such evaluations shall be in written form, providing the Director an opportunity to provide oral and written responses. Each evaluation, including the Director's comments, shall be made part of the Director's personnel record and a copy will be provided to the Director.

9. **OUTSIDE EMPLOYMENT.** The Director shall devote full time energies, attention and skills to the SCOG and shall perform all duties as described in this Contract and shall not accept other employment or engage in any outside business or enterprise. However, subject to Board approval and such conditions as the Board may prescribe from time to time, the Director may be authorized to engage in appropriate teaching, consulting and/or speaking engagements and may accept compensation for same as long as such engagements do not conflict with or adversely affect the performance of the Director's duties and responsibilities to SCOG, and are scheduled at such times as the Director's services are not required for the conduct of SCOG's business.

10. **TERMINATION.**

- 10.1 **Termination at Will.** The Director's employment hereunder is and will remain at the mutual will of the parties and may be terminated at any time by the Director or the Board effective upon the date in any written notice delivered by one party to the other; *provided*, that if the Board terminates this Agreement without cause SCOG shall pay Director, in addition to compensation due, four (4) months' salary as severance pay.
- 10.2 **Termination for Cause.** The SCOG shall have the right to terminate the Director's employment for "Cause." Upon termination for Cause, the Director shall not be entitled to any continued benefits, including severance pay as described below. For the purposes of this section 10.2, the term "Cause" shall be defined as follows:
- (i) conviction of any felony or misdemeanor;
 - (ii) Any willful gross misconduct that results in material and demonstrable damage to the business or reputation of the SCOG or any of its members; or
 - (iii) Willful and continued failure to perform the Director's duties hereunder (other than such failure resulting from the Director's incapacity due to physical or mental illness) within three business days after the SCOG delivers to him a written demand for performance that specifically identifies the actions to be performed.

For purposes of this Section 10.2, no act or failure to act by the Director shall be considered "willful" if such act is done by the Director in the good faith belief that such act is or was to be beneficial to the SCOG, or such failure to act is due to the Director's good faith belief that such action would be materially harmful to the SCOG. Cause shall not exist unless and until SCOG has delivered to the Director a copy of a resolution duly adopted by a majority of the Board at a meeting of the Board called and held for such purpose after reasonable (but in no event less than thirty days') notice to the Director and an opportunity for the Director, together with his counsel, to be heard before the Board, finding that in the opinion of the Board that "Cause" exists, and specifying the particulars thereof in detail.

- 10.3 **Resignation Notice.** In the event Director elects to resign, she shall give the Board not less than sixty (60) days prior written notice. No severance pay as described in Sub-Section 10.1 shall be paid if the Director resigns, unless by agreement with SCOG.

- 10.4 **Payment Upon Termination.** Upon termination, the Director shall be paid through the effective date of termination for all compensation earned and severance pay, if applicable under Section 10.1, “**Termination at Will,**” above. Accrued but unused vacation will be paid unless Director resigns without required notice. No payment shall be made for unused sick leave. Any reimbursement due SCOG from Director under the terms of this Contract shall be paid to SCOG as of the last day of employment and SCOG may deduct and/or offset sums due to Director. All payments hereunder shall be subject to any required withholding of federal, state, and local taxes pursuant to any applicable law or regulation.
11. **ADHERENCE TO PERSONNEL POLICIES.** The Director shall at all times during the performance of this agreement strictly adhere to and obey all of the rules now in effect or subsequently modified or enacted by the SCOG governing the conduct of employees of the SCOG, except to the extent that such rules conflict with the specific provisions of this Agreement.
12. **ASSISTANCE IN LITIGATION.** The Director shall upon reasonable notice, furnish such information and proper assistance to the SCOG as it may reasonably require in connection with any litigation or anticipated
13. **COMPLETED AGREEMENT.** It is the intent of the parties that this Contract shall be the complete agreement between the parties and all prior understandings, negotiations and discussions shall merge herein. This Contract shall not be modified except in writing signed by both parties.
14. **SETTLEMENT BY ARBITRATION.** Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court with jurisdiction. This agreement shall be construed in accordance with the laws of the State of Washington, excluding the state’s choice of law provisions.
15. **LIMITED EFFECT OF WAIVER BY COUNCIL.** Should the SCOG waive breach of any provision of this agreement by the Director, that waiver will not operate or be construed as a waiver of further breach by the Director.
16. **SEVERABILITY.** If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. If this agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the SCOG and the Director shall be deemed reinstated as if this agreement had not been executed.
17. **REPRESENTATION.** The Director understands that she may obtain his own legal review of this Agreement by legal counsel of her own choosing.

This Contract was approved by a majority vote the Board at a meeting on the 19th day of November 2025.

**SKAGIT COUNCIL OF GOVERNMENTS
BOARD OF DIRECTORS**

By: _____
Matt Miller, Board Chairman

Date: _____

Accepted:

Signed by:

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Christa Jill Boudreau

Date: 11/18/2025

Schedule No.1

Employment Contract
SCOG –Christa Jill Boudreau

ANNUAL SALARY STEPS

CHANGE DATE	AMOUNT (before CPI adjustment)
June 16, 2026	\$175,020.00
December 16, 2026	\$180,006.00
December 16, 2027	\$185,004.00
December 16, 2028	\$190,002.00