

SKAGIT COUNTY COMMISSIONERS' AGENDA**I. MONDAY, MARCH 11, 2019:**

- a) *8:45 a.m. - 9:45 a.m. Briefing - County Commissioners/County Administrator with Planning and Development Services and Central Services (Information Services, Geographic Information Services and Records Management)
- b) *9:45 a.m. - 10:15 a.m. Bi-Weekly Briefing - Public Works Department
- c) 11:00 a.m. - 12:15 p.m. Planning and Development Services – Hal Hart, Director:
 - 1. Second Public Hearing/Possible Action: To Consider Testimony Regarding the 2019 Docket of Comprehensive Plan Land Use/Zoning Map and Policy/Code Amendments
- d) 1:30 p.m. - 2:30 p.m. Consent Agenda, Vouchers, Warrants and Miscellaneous Items
- e) *4:00 p.m. - 4:30 p.m. Executive Session (None Scheduled as of the Date of this Notice)

II. TUESDAY, MARCH 12, 2019:

- a) 8:30 a.m. - 9:30 a.m. Public Works – Dan Berentson, Director:
 - 1. Public Hearing To Consider Testimony Regarding a Franchise Agreement with Comcast Cable Communications Management, LLC to allow the Right of Entry, Use, and Occupation of the Public Rights-of-Way in the Defined Franchise Area
 - i. Possible Action: Resolution Authorizing the Execution of a Non-Exclusive Franchise Agreement with Comcast Cable Communications Management, LLC
 - ii. Possible Action: Franchise Agreement with Comcast Cable Communications Management, LLC to allow the Right-of Entry, Use, and Occupation of the Public Rights-of-Way for the Provision of Services, Facilities, and Equipment Necessary to Meet the Future Cable-Related Needs of the Community in the Defined Franchise Area
- b) 9:30 a.m. - 10:00 a.m. Presentation from Director Jo Wolfe of the Skagit County Historical Museum
- c) 10:00 a.m. - 11:30 a.m. Board of Health:
 - 1. Discussion/Possible Action: Resolution to Confirm Community Members to Serve on the Population Health Trust Advisory Committee
 - 2. Presentation/Possible Action: Smoking and Vaping in Public Places Ordinance – Calling for a Public Hearing
 - 3. Public Health Emergency Preparedness Update
- d) 11:30 a.m. - 11:45 a.m. Board of County Commissioners:
 - 1. County and Individual Success Stories
 - 2. Public Comment Period
 - 3. Miscellaneous Announcements

III. WEDNESDAY, MARCH 13, 2019:

- a) *1:00 p.m. - 2:00 p.m. 911 Board of Directors Meeting

IV. THURSDAY, MARCH 14, 2019:

- a) 8:30 a.m. – 9:30 a.m. Public Health: Shelter Discussion/Possible Action

Continued OVER...

- b) *9:30 a.m. - 10:30 a.m. Rural Action Plan Tackling Opioid Recovery (RAPTOR) Team Teleconference

V. FRIDAY, MARCH 15, 2019:

- a) *3:30 p.m. - 4:30 p.m. Swearing In Ceremony for Judge Cecily Hazelrigg-Hernandez ~ Court of Appeals, Division One, District Three (Skagit County Superior Court, Courtroom Two, 205 West Kincaid Street, Mount Vernon)

MONDAY, MARCH 11, 2019:

BID OPENING (Clerk of the Board)

2:30 p.m. (or soon thereafter)

County Legal Printing for 2019 through 2020

FUTURE PUBLIC HEARING:

- Tuesday, March 19, 2019, 11:00 a.m. To Consider Testimony Regarding the Intention to Re-Establish Lake Management District No. 2 for Lake McMurray Pursuant to Chapter 36.61 of the Revised Code of Washington
- Tuesday, March 19, 2019, 1:30 p.m. To Consider Testimony Regarding an Application for Public Service Grant Component of the Community Development Block Grant (CDBG) to Distribute CDBG Funds, and Housing Eligible Projects that Principally Benefit Low to Moderate Income Persons

NOTE: ALL TIMES ARE ESTIMATES TO ASSIST IN SCHEDULING AND MAY BE CHANGED SUBJECT TO THE BUSINESS OF THE DAY AT THE BOARD'S DISCRETION

MEETINGS WILL BE HELD AT 1800 CONTINENTAL PLACE, MOUNT VERNON, UNLESS NOTED OTHERWISE

Except for the items marked with an asterisk *, these sessions will be telecast live on Comcast Channel 21 and re-broadcast on Wave broadband - Channel 3, Thursdays at 12:00 noon and at 7:00 p.m.; Anacortes AT&T Cable - Channel 10, Fridays at 2:00 p.m. and at 7:00 p.m.; and Comcast Channel 21 daily at 12:00 noon and 6:00 p.m.

IV. CONSENT AGENDA FOR MONDAY, MARCH 11, 2019 (items 1 through 26):

a) COMMISSIONERS:

1. Record of the Proceedings for Monday, February 25, 2019.
2. Record of the Proceedings for Tuesday, February 26, 2019.
3. Record of the Proceedings for Friday, March 8, 2019.
4. Resolution to appoint Auburn Parent to the Darrington Rural Partial County Library District Board of Trustees for a five (5) year term. Ms. Parent's term will end on February 19, 2024.

b) CORONER:

5. Vendor Services Agreement with Valley Memorials Inc. DBA Hawthorne Funeral Home to have a person available twenty-four (24) hours a day, seven (7) days a week to receive the deceased at the funeral facility. The Agreement is ratified to commence on March 1, 2019, and continue until December 31, 2019. Compensation shall not exceed \$5,000 which is based on a fee structure.
6. Vendor Services Agreement with Public Hospital District No. 1 Skagit County, WA d/b/a Skagit Valley Hospital to allow the Coroner's Office personnel, Pathologist and Pathologist Assistant access to the morgue twenty-four hours a day, seven days a week to receive the deceased and perform autopsies. Compensation shall not exceed \$48,000 and is based on an annual rate schedule. The Agreement is ratified to commence on January 1, 2019, and shall continue through December 31, 2022.

c) OFFICE OF JUVENILE COURT:

7. Interlocal Cooperative Agreement with Swinomish Indian Tribal Community for the provision of Detention Facilities for Tribal Juvenile Offenders. Skagit County shall be compensated \$124 per day per juvenile. The Agreement shall commence on the date of execution and continue through December 31, 2020.

d) PARKS, RECREATION AND FAIR:

8. Fairground Facilities Rental Agreement with Puget Sound Jr. Livestock Show & Sale for use of certain buildings and areas for event purposes. Compensation shall not exceed \$2,400, plus a refundable \$250 damage deposit. The Agreement shall commence on the date of execution and continue until June 6, 2019.
9. Trail Easement on a portion of Parcel No. P126738 granted by Raymond L. Sundstrom and Vicki M. Tisdal for the Centennial Trail Corridor Project. No compensation was expended for this easement. The Easement shall commence on the date of execution and is permanent, perpetual, and non-exclusive.

e) PROSECUTING ATTORNEY:

10. Resolution providing defense to current or former Skagit County elected officials and employees Theresa Luvera, Rich Weyrich, Bethany Luvera, Tom Molitor, Jenny Sheahan-Lee, William Reichardt, Gary Shand, and Don McDermott in a civil lawsuit filed in U.S. District Court, Cause No. C18-1870-RSM, by Adam S. Martushoff.
11. Resolution providing defense to Skagit County Corrections Officers Leland Harlan and Gabriel Gomez in a civil lawsuit filed in U.S. District Court, Cause No. C19-0058-MJP-MAT, by Richard Lee Johnson.

f) PUBLIC HEALTH:

12. Agreement and Debarment Statement with Washington State Health Care Authority to establish Skagit County as a Core Provider which enables reimbursement for covered medical services, equipment, and supplies that Skagit County provides to eligible clients. The Agreement shall commence on the date of execution and continue until terminated.
13. Personal Services Agreement with Catholic Community Services to provide time-limited financial assistance to individuals and families who are homeless and determined need of short-term assistance to either acquire or sustain housing. Compensation shall not exceed \$3,000 and is based on eligibility. The Agreement shall commence on the date of execution and continue until June 30, 2019.
14. Personal Services Agreement with Sunrise Services to provide time-limited financial assistance to individuals and families who are homeless and determined need of short-term assistance to either acquire or sustain housing. Compensation shall not exceed \$2,900 and is based on eligibility. The Agreement shall commence on the date of execution and continue until June 30, 2019.

15. Personal Services Agreement with Pioneer Human Services to provide time-limited financial assistance to individuals and families who are homeless and determined need of short-term assistance to either acquire or sustain housing. Compensation shall not exceed \$2,900 and is based on eligibility. The Agreement shall commence on the date of execution and continue until June 30, 2019.

g) PUBLIC WORKS:

16. Vendor Services Agreement with ZF Marine Propulsion Systems Miramar, LLC to complete an overhaul of the gears on the MV Guemes Ferry which includes the provision of parts and services for the ferry transmissions. Compensation shall not exceed \$34,000 plus sales tax. The Agreement shall commence on the date of execution and continue for two years.
17. Vendor Services Agreement with Granite Construction for the procurement of road maintenance materials such as gravel and specialty and mixed asphalt products listed in Exhibit "A". Compensation shall not exceed \$100,000. The Agreement shall commence on the date of execution and continue until March 31, 2020.
18. Amendment No. 1 to Construction Contract Agreement No. C20180583 with Foss Maritime Company for the 2019 Haul Out and Maintenance of the Vehicle and Passenger Ferry M/V Guemes, Project #FEHO19-1. This Amendment reflects the contractor's name change to: Foss Maritime Company, LLC. All other terms and conditions of the original Agreement shall remain in effect.
19. Vendor Services Agreement with Miles Sand and Gravel for the procurement of road maintenance materials such as gravel and concrete products listed in Exhibit "A". Compensation shall not exceed \$250,000. The Agreement shall commence on the date of execution and continue until March 31, 2020.
20. Vendor Services Agreement with Lakeside Industries for the procurement of road maintenance materials such as gravel, rock, specialty and mixed asphalt products listed in Exhibit "A". Compensation shall not exceed \$1,000,000. The Agreement shall commence on the date of execution and continue until March 31, 2020.
21. Amendment No. 1 to Service Level Agreement No. C20180226 with Washington State Consolidated Technology Services 2018-001 (WA Tech) for the provision of access to state-wide aerial imagery. This Amendment extends the term of the Agreement by an additional year and increases compensation by \$6,000 in order to complete imagery services. Total compensation shall not exceed \$12,000. The Agreement shall continue until April 30, 2020. All other terms and conditions of the original Agreement shall remain in effect.
22. Amendment No. 3 to Personal Services Agreement No. C20170133 with PND Engineers, Inc. for work related to the anticipated potential replacement of a breakwater, approach pier, gangway and floating dock serving Sinclair Island. This Amendment extends the term to June 20, 2019, in order to allow for the continued support of the Sinclair dock study. Compensation remains the same and shall not exceed \$77,833. All other terms and conditions of the Agreement and subsequent Amendments shall remain in effect.
23. Vendor Services Agreement with Gardner Electronics to provide services and products to outfit new Sheriff vehicles, removal of old equipment from Sheriff's vehicles and repair police package in existing Sheriff's fleet vehicles. The Agreement shall commence on the date of execution and continue for one year from the date of execution. Compensation shall not exceed \$24,000 and is based on a fee schedule.

h) SHERIFF:

24. User Agreement with Washington State Patrol (WSP Contract No. CRD00003) to authorize the use of Livescan to Western Identification Network Automated Fingerprint Identification System in order to capture biometric fingerprint images and record related personal identifiable information. No compensation is associated with this Agreement. The Agreement shall commence on the date of execution and shall continue until services change or Agreement is terminated.

i) SUPERIOR COURT:

25. Personal Services Agreement with Terry L. Dockter to provide Certified Deaf Interpreter services for Superior Court. Total compensation shall not exceed \$20,000 and is based on a fee schedule. The Agreement is ratified to commence on February 11, 2019, and shall continue through December 31, 2020.
26. Amendment No. 1 to Personal Services Agreement No. C20190067 with Paul Glaser to provide Certified Deaf Interpreter services for Superior Court. This Amendment ratifies the Agreement to commence on January 28, 2019. All other terms and conditions of the original Agreement, including compensation in the amount of \$20,000, and the term ending December 31, 2020, shall remain in effect.