

SKAGIT COUNTY COMMISSIONERS' AGENDA

Meetings are held at 1800 Continental Place, Mount Vernon unless noted otherwise
Access for some meetings is provided [through Zoom](#) or by Telephone: 1 (253) 215-8782 #871 8000 1980
Public comments prior to final action per RCW 42.30.20(4) must relate to the specific agenda item

I. MONDAY, MAY 12, 2025:

- a) 8:45 a.m. - 9:45 a.m. Briefing – Planning and Development Services, Facilities, Public Health
- b) 10:00 a.m. - 10:30 a.m. Briefing – Public Works
- c) 10:30 a.m. - 11:00 a.m. Briefing – Central Services
- d) *11:00 a.m. Pledge of Allegiance
- e) *11:00 a.m. - 11:30 a.m. Proclamation Recognizing Family Reunification Day
- f) *11:30 a.m. - 12:00 p.m. Consent Agenda, Vouchers, Warrants and Miscellaneous Items:
 - 1. Public Comment (Specifically related to the agenda item)
- g) 3:30 p.m. - 4:00 p.m. Executive Session (Potential Litigation - RCW 42.30.110(1)(i))
 - 1. Call Public Meeting to Order
 - 2. Executive Session
 - 3. Reconvene Public Meeting for the sole purpose of Adjournment
- h) 6:00 p.m. - 7:00 p.m. Skagit County Town Hall hosted by Legislative District 2 Representative Rick Larsen (Burlington-Edison High School, 301 North Burlington Boulevard, Burlington)

II. TUESDAY, MAY 13, 2025:

- a) 7:00 a.m. Forest Advisory Board Meeting
- b) *9:15 a.m. Pledge of Allegiance
- c) *9:15 a.m. - 9:45 a.m. Public Works – Michael See, Director:
 - 1. Proclamation Recognizing National Public Works Week
 - 2. Miscellaneous
- d) *11:30 a.m. - 11:45 a.m. Board of County Commissioners:
 - 1. Public Comment Period
 - 2. County and Individual Success Stories
 - 3. Miscellaneous (announcements, letters, etc.)
- e) 5:30 p.m. - 6:30 p.m. 10th Legislative District Virtual Town Hall hosted by Senator Muzzall, Representative Paul, and Representative Shavers

III. WEDNESDAY, MAY 14, 2025:

- a) 12:00 p.m. - 1:30 p.m. 911 Board of Director's Meeting

Continued OVER...

IV. THURSDAY, MAY 15, 2025:

- a) 10:30 a.m. - 12:00 p.m. Commissioners Briefing
- b) 3:00 p.m. - 5:30 p.m. Skagit Tourism Bureau Summit (Mount Vernon Library Commons, 208 West Kincaid Street, Mount Vernon)

V. FRIDAY, MAY 16, 2025:

- a) 8:30 a.m. - 9:15 a.m. Briefing – Innovative Environments
- b) 1:00 p.m. - 3:00 p.m. North Sound Transportation Alliance (NSTA) Steering Committee Meeting (Skagit Station, 105 East Kincaid Street, Mount Vernon)

MONDAY, MAY 12, 2025:

BID OPENINGS (Clerk of the Board & Public Works Staff)

- *12:00 p.m. (or soon thereafter) 2025 HMA Overlay Project #ESHMA25-1
- *12:15 p.m. (or soon thereafter) Barrel Springs and Dry Creek Restoration Project #WA402222

FUTURE PUBLIC HEARINGS:

- Monday, June 9, 2025, 11:15 a.m. To Consider Testimony Regarding a Proposal to Dispose of Skagit County Real Property Located at 59968 State Route 20 in Marblemount, Parcel Number P45245
- Tuesday, June 10, 2025, 2:00 p.m. To Consider Testimony Regarding Amending Skagit County Code Chapter 7.06 Pertaining to Dangerous and Potentially Dangerous Dogs

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

Sessions marked with an asterisk * will be televised live on Comcast Channel 21, WAVE cable channel 21 (La Conner and surrounding areas,) and in Anacortes on Comcast channel 26 and streamed online live at www.skagitcounty.net/skagit21. Recorded meetings are re-broadcast daily at 3:00, 6:00, 9:00, 12:00 am and pm and can also be viewed ON DEMAND online at www.skagitcounty.net/Skagit21. • Social event – This is a social event only and no county business or action will be taken at this event.

1. CONSENT AGENDA FOR MONDAY, MAY 12, 2025 (items 1 through 50):

a) COMMISSIONERS:

1. Record of the Proceedings for Monday, April 28, 2025.
2. Record of the Proceedings for Tuesday, April 29, 2025.
3. Record of the Proceedings for Wednesday, April 30, 2025.
4. Resolution appointing Jill Boudreau to the Housing Authority Board of Skagit County. Jill Boudreau shall fill the vacant position that opened after the resignation of Daniel Valdez. Ms. Boudreau's term shall commence on May 12, 2025 and continue until December 9, 2028.
5. Resolution appointing Amelia Cook to the Civil Service Commission to serve the remaining term of Joan Penney. Ms. Cook's term will expire on December 31, 2025.

b) ADMINISTRATIVE SERVICES:

6. Resolution to adopt a policy regarding employees hours of work and alternative work arrangements.

c) ASSIGNED COUNSEL:

7. Personal Services Agreement with Ron Heiman, Attorney at Law, to provide consultation and representation for cases considered to be conflict of interest cases for the Skagit County Public Defender's Office that have been determined to be within the scope of indigent defense. Case referrals will be from Superior Court, Juvenile Court, and District Court. Compensation is based on a rate schedule and shall not exceed \$200,000. The Agreement is ratified to commence on January 1, 2025 and continue until December 31, 2026.
8. Personal Services Agreement with Ron Heiman, Attorney at Law, to provide indigent defense representation for Guardianship cases to clients referred by Superior Court or approved by the Presiding Judge for Assigned Counsel. Cases include those under the Uniform Guardianship Act RCW 11.130.200. Compensation is based on a rate schedule and shall not exceed \$200,000. The Agreement is ratified to commence on January 1, 2025 and continue until December 26, 2026.

d) DISTRICT COURT:

9. Interlocal Cooperative Agreement with the City of Anacortes to formalize the relationship of the City and the County regarding the provision of District Court Community Court services to the City. The City shall compensate the County \$650 per month for up to two (2) dockets per month, each Community Court Docket shall be limited to 15 total clients. The Agreement shall commence on January 1, 2026 and continue until December 31, 2028.
10. Interlocal Cooperative Agreement with the City of Anacortes to formalize the relationship of the City and the County regarding the provision of probation services to the City. The City shall compensate the County \$100 for each month that a defendant is on active supervision up to a maximum of \$2,400 per defendant/case. In cases involving pre-sentence supervision, supervision of mandatory community service or determination of restitution, the maximum per defendant/case shall be \$150. The Agreement shall commence on January 1, 2026 and continue until December 31, 2028.

e) FACILITIES MANAGEMENT:

11. AIA Standard Form of Agreement with Axthelm Construction to complete the Skagit County Concrete Community Center Tenant Improvement Project that will enable use as an emergency shelter. Compensation shall not exceed \$919,034.57 plus tax. The Agreement shall commence on the date of execution and continue until project completion.

f) HUMAN RESOURCES:

12. Amendment No. 1 to Collective Bargaining Agreement No. C20250112 with the Skagit County Sheriff and Skagit County Sheriff's Office Staff Guild/Washington State Fraternal Order of Police to amend and replace Attachment A, Classification Schedule, with a new Attachment A to correct an error. The term remains the same and shall continue through December 31, 2025. All other terms and conditions of the original Agreement shall remain in effect.
13. Amendment No. 2 to Collective Bargaining Agreement No. C20250112 with the Skagit County Sheriff and Skagit County Sheriff's Office Staff Guild/Washington State Fraternal Order of Police to amend article 20.10.3

to opt-out of HRA-Post Separation Retirement VEBA. The term remains the same and shall continue through December 31, 2025. All other terms and conditions of the original Agreement and prior Amendment shall remain in effect.

g) OFFICE OF JUVENILE COURT:

14. Skagit Detention Center Educational Program Agreement for Educational Instructional Services with Northwest Educational Service District 189. There is no compensation associated with this Agreement. The Agreement shall commence on September 1, 2025 and continue until August 31, 2026.

h) PARKS, RECREATION AND FAIR:

15. Amendment No. 1 to Personal Services Agreement No. C20250046 with Geotest Services Inc. to provide compaction testing, submittal review, and the review/approval of all value engineering for the Howard Miller Steelhead Park CXT project and other park projects as assigned. This Amendment updates the contractor's change in name from Geotest Services Inc. to Certerra Northwest, LLC. Compensation remains the same and shall not exceed \$20,000 plus applicable taxes. The term remains the same and shall continue until December 31, 2026. All other terms and conditions of the original Agreement shall remain in effect.
16. Personal Services Agreement with Perteet, Inc. to support the proposed development of a trail and trailhead with a compacted gravel parking area at Big Rock Park. Perteet, Inc. will provide project administration, critical area delineation and documentation, environmental review, mitigation planning and permitting efforts. Compensation is based on a rate schedule and shall not exceed \$30,000. The Agreement shall commence on the date of execution and continue until December 31, 2026.
17. Vendor Services Agreement with WIN Home Inspection to perform noninvasive inspection of a home, Parcel No. P25048 located at 2801 East College Way in Mount Vernon and other Skagit County Parks properties as requested. Compensation shall not exceed \$5,000. The Agreement shall commence on the date of execution and continue for two years.
18. Personal Services Agreement with Equinox Research and Consulting International, Inc. to provide archeological investigation, fieldwork, monitoring, and reporting for the CXT project at the Skagit County Fairgrounds, Big Rock Park, Pressentin Park, and may include other properties as needed for cultural resource requirements. Compensation is based on a rate schedule and shall not exceed \$15,000. The Agreement shall commence on the date of execution and continue until December 31, 2026.
19. Personal Services Agreement with RRM Design Group to provide preliminary design, environmental compliance, permitting, and final design services for implementation of the Centennial Trail project. Compensation is based on a fee schedule and shall not exceed \$297,106. The Agreement shall commence on the date of execution and continue until December 31, 2026.

i) PLANNING AND DEVELOPMENT SERVICES:

20. Interlocal Cooperative Agreement with Burlington-Edison School District (District) to establish the terms of the Wastewater Treatment Facility services the District will perform at the County's Edison Wastewater Treatment Facility located at 5801 Main Avenue in Bow. Compensation shall not exceed \$21,000 per year. The Agreement is ratified to commence on May 1, 2025 and continue through May 1, 2028.

j) PUBLIC HEALTH:

21. Personal Services Agreement with Gregg Colburn to provide a Keynote presentation and participate in a panel discussion at the North Star Symposium scheduled for Friday, June 6, 2025 at the Swinomish Casino & Lodge located at 12885 Casino Drive in Anacortes. Compensation shall not exceed \$4,000. The Agreement is ratified to commence on March 17, 2025 and shall continue until July 30, 2025.
22. Personal Services Agreement with Christopher Kelleher to provide support for planning, material development, and two presentations for the North Star Symposium on June 6, 2025. Compensation shall not exceed \$11,500. The Agreement is ratified to commence on March 26, 2025 and shall continue until July 30, 2025.
23. Resolution authorizing Chair Lisa Janicki to electronically sign the submission of Amendment No. 4 to Consolidated Contract No. C20240672 with Washington State Department of Health (DOH Contract No. CLH32065) to add and amend Statements of Work to programs outlined in Exhibit A and increase funding.
24. Amendment No. 4 to Consolidated Contract No. C20240672 with Washington State Department of Health (DOH Contract No. CLH32065) for the delivery of public health services in Skagit County. This Amendment adds and amends Statements of Work to programs outlined in Exhibit A and increases funding from

\$4,430,703 to \$4,539,335. The term remains the same and shall continue until December 31, 2027. All other terms and conditions of the original Agreement and prior Amendments shall remain in effect.

25. Amendment No. 5 to Personal Services Agreement No. C20230044 with Helping Hands Project Organization to administer the Consolidated Homeless Grant Eviction Prevention Program. This Amendment reallocates the total amounts within each funding category. Compensation remains the same and shall not exceed \$848,009.39. The term remains the same and shall continue until June 30, 2025. All other terms and conditions of the original Agreement and prior Amendments shall remain in effect.

k) PUBLIC WORKS:

26. Resolution rescinding and superseding Resolution No. R20250035 confirming designation of Thomas M. Weller, P.E. as County Engineer for Skagit County.
27. Resolution amending and superseding Resolution No. R20220087 adopting a policy regarding the organizational structure for the Skagit County Public Works Department. The previously combined position (Public Works Director/County Engineer, P.E.) shall now be split into two (2) separate positions.
28. Resolution awarding the bid and appropriating funds for the Skagit River Marblemount Bridge Project #ES40070-5; Federal Aid #BHOS-29CS(001) to Stellar J Corporation in the amount of \$9,491,406.
29. Resolution amending Resolution No. R20170174 and calling for a public hearing to consider testimony regarding the assessment of Lake Management District No. 4 (Clear Lake and Beaver Lake). The public hearing is scheduled to take place Tuesday, June 24, 2025, at 9:00 a.m., or as soon thereafter as possible, in the Skagit County Commissioners Hearing Room located at 1800 Continental Place in Mount Vernon. Attendance will be in-person, by phone: 1 (253) 215-8782 Meeting ID: 871 8000 1980, or remote through Zoom: <https://us06web.zoom.us/j/87180001980?pwd=eEVGUGkxZ3NkQkhYSnhBMEo2RTQrdz09>
30. Resolution to issue a Request for Qualifications (RFQ) for Professional Engineering, Environmental Permitting, and Right-of-Way Services for the Hamilton Cemetery Road Culvert Repair Project, Skagit County Project No. EO221-301; FEMA Project No. 711401. The closing date for submittal of statements of qualifications is 4:00 p.m. on June 6, 2025.
31. Resolution amending Skagit County Resolution No. R20240238 appointing members to the Skagit County Marine Resources Committee (MRC).
32. Resolution authorizing Chair Lisa Janicki and County Administrator Trisha Logue to electronically sign the submission of Amendment No. 1 (Amendment No. A20250064) to Solid Waste Management Local Solid Waste Financial Assistance Agreement No. SWMLSWFA-2023-SkCoPW-00193 (Skagit County Agreement No. C20230565) with the State of Washington Department of Ecology (DOE) to increase funding to Skagit County for Task 1 from 396,783.33 to \$420,382.53 for a total compensation amount not to exceed \$545,382.53.
33. Vendor Services Agreement with Meyer Sign and Advertising Company to design renditions and print signs for public outreach efforts. Compensation shall not exceed \$5,000 for services and materials. The Agreement is ratified to commence on April 1, 2025 and shall continue until December 31, 2026.
34. Personal Services Agreement with Commonstreet Consulting, LLC to provide Right-of-Way Acquisitions/Relocation Services on an as-needed, task order basis for non-federally funded capital projects. Compensation is based on a rate schedule and shall not exceed \$75,000. The Agreement shall commence on the date of execution and continue for two years.
35. Construction Contract Agreement with Strider Construction Co. Inc. for the 2025 March's Point (Whitmarsh) Landfill Remediation Project #WM33-14-2. Compensation shall not exceed \$10,042,060 and was awarded by Resolution No. R20250088. The Agreement shall commence on the date of execution and continue until completed.
36. Vendor Services Agreement with IMAC General Construction, Inc. dba Fusion Lining Services to provide welding services at the Skagit County Transfer and Recycling Station and its satellite sites (Sauk and Clear Lake). Compensation is based on a rate schedule and shall not exceed \$39,000. The Agreement is ratified to commence on May 8, 2025 and shall continue for two years.
37. Vendor Services Agreement with Orkin Pest Control to provide pest control services at the Skagit County Recycling and Transfer Station and the Guemes Ferry Terminal. Compensation shall not exceed \$15,000 and is based on a fee schedule. The Agreement shall commence on May 8, 2025 and continue for two years.
38. Personal Services Agreement with Herrera Environmental Consultants to complete an alternatives analysis, preliminary, and final design for the Lorenzan Creek Stormwater Improvement Project to improve water quality, fish passage and habitat, and reduce upstream drainage concerns near the Concrete Public Works

Facility located at 44510 Concrete Sauk Valley Road in Concrete. Compensation shall not exceed \$180,002.25 and is based on a rate schedule. The Agreement is ratified to commence on January 1, 2025 and continue until December 31, 2025.

39. Personal Services Agreement with NV5 Environmental, Inc. to perform Cultural Resources Investigations Services on an as-needed, task order basis for non-federally funded capital projects. Compensation is based on a rate schedule and shall not exceed \$25,000. The Agreement shall commence on the date of execution and continue for two years.
40. Personal Services Agreement with Mu Creative to prepare print and digital graphic design work and render marketing services related to Farmland Legacy outreach projects expanding the visibility of the Farmland Legacy and the program's grant-funded farmland succession and land access work. Compensation is based on a rate schedule and shall not exceed \$45,000. The Agreement is ratified to commence on March 1, 2025 and continue until February 28, 2027.
41. Vendor Services Agreement with IIA Lifting Service, Inc. to perform annual inspections on cranes, hoists, man lift trucks and new crane truck. Compensation is based on a rate schedule and shall not exceed \$30,000. The Agreement shall commence on the date of execution and continue for three years.
42. Interim Funding and Cost Share Agreement with Hartford Accident and Indemnity Company, Great American Surplus Lines Insurance Company, Century Indemnity Company as successor to CIGNA Specialty Insurance Company, formerly known as California Union Insurance Company, and Westchester Fire Insurance Company as successor by novation to Industrial Underwriters Insurance Company for Whitmarsh Landfill Remediation. Compensation shall not exceed \$3,000,000. The Agreement shall commence on the date of execution and continue until funds have been exhausted.
43. Amendment No. 5 to Personal Services Agreement No. C20230430 with Eurofins Environmental Testing Northwest LLC to analyze water, soil, sediment, and/or sludge samples submitted by the County as directed on the chain-of-custody document. This Amendment adds phosphorus sampling/testing packages to the Scope of Work. Compensation remains the same and shall not exceed \$475,000. The term remains the same and shall continue until September 30, 2025. All other terms and conditions of the original Agreement and prior Amendments shall remain in effect.
44. Amendment No. 18 to Grant Agreement No. C20230364 with Washington State Conservation Commission (2023-25 Biennium Contract No. K2425) to continue implementation of the Voluntary Stewardship Program (VSP) plan work. This Amendment allocates additional funds for Maxwell (Outcome 7), Benson (Outcome 9) and Curry (Outcome 41) Projects. Compensation is increased from \$1,229,154.68 to an amount not to exceed \$1,246,980.68. The term remains the same and shall continue until June 30, 2025. All other terms and conditions of the original Agreement and prior Amendments shall remain in effect.
45. Amendment No. 1 to Interlocal Cooperative Agreement No. C20230470 with the City of Burlington to provide reimbursable services on behalf of the City regarding the development and implementation of a stormwater source control program intended to satisfy the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit. This Amendment updates the source control site inventory effective March 20, 2025. The inventory for the City of Burlington has changed from 294 sites to 297 sites, raising the percentage of reimbursement to the County to 30%. This Amendment is ratified to begin March 20, 2025 and continue until December 31, 2025. Total compensation remains the same and shall not exceed \$46,255.44 annually. All other terms and conditions of the original Agreement shall remain in effect.
46. Amendment No. 4 to Vendor Services Agreement No. C20200404 with Nel/Son Distributing, Inc., dba NELSON-REISNER for the provision of Card Lock Fueling Services for county vehicles and other equipment. This Amendment increases total compensation from \$4,850,000 to an amount not to exceed \$5,450,000 and extends the term of the Agreement from August 24, 2025 to August 24, 2026. All other terms and conditions of the original Agreement and prior Amendments shall remain in effect.
47. Amendment No. 1 to Local Agency A & E Professional Services Negotiated Hourly Rate Consultant Agreement No. C20240231 with KPFF, Inc. for Construction Management Services for Fisher Creek Restoration at Cedardale and Starbird Road Projects; Federal Aid #PROTECT 2029(060). This Amendment updates the scope of work to include the completion of the Starbird Road Culvert load rating by KPFF, Inc., increases compensation from \$1,165,881.12 to an amount not to exceed \$1,175,792.32, and updates the WSDOT Indirect Cost Letters. The term remains the same and shall continue until December 31, 2025. All other terms and conditions of the original Agreement shall remain in effect.

1) **SHERIFF:**

48. Amendment No. 1 to Agreement No. C20240497 with Guardian Security Systems, Inc. for the purchase and

installation of an alarm system for a building for the Skagit County Interlocal Drug Enforcement Unit (SCIDEU). This Amendment includes an Addendum to the Agreement to install one (1) keypad and increases compensation by \$613.04 for a new amount not to exceed \$4,092.19 in addition to a monthly service fee of \$57 plus sales tax. The term remains the same and shall continue until October 7, 2027 and will continue thereafter for successive one-year periods until terminated. All other terms and conditions of the original Agreement shall remain in effect.

m) SUPERIOR COURT:

49. Amendment No. 1 to Personal Services Agreement No. C20250141 with The Language Exchange, Inc. to provide interpreter services to Superior and District Court for court hearings and trials. This Amendment updates the “Terms for Interpreting” to implement billing changes. Compensation remains the same and shall not exceed \$300,000. The term remains the same and shall continue until December 31, 2025. All other terms and conditions of the original Agreement shall remain in effect.
50. Personal Services Agreement with Lisa West to provide Superior Court Administration consultation services and support in areas requested by the Superior Court Administrator and/or as directed by the Presiding Judge. Compensation is based on a rate schedule and shall not exceed \$2,040. The Agreement shall commence on May 15, 2025 and continue until December 31, 2025.

2. MISCELLANEOUS AGENDA (1 item):

a) PUBLIC WORKS:

1. Vendor Services Agreement with Chinook Enterprises to provide landscaping maintenance services at the Conway Roundabout, South LaVenture Median, and Solid Waste Transfer Station located at 14104 Ovenell Road in Mount Vernon. Compensation shall not exceed \$52,552.60. The Agreement shall commence on the date of execution and continue for one year.