

SKAGIT COUNTY COMMISSIONERS' AGENDA

I. MONDAY, DECEMBER 9, 2013:

- a) *8:30 a.m. – 10:30 a.m. Briefing – County Commissioners/County Administrator
- b) 1:30 p.m. – 2:00 p.m. Consent Agenda, Vouchers, Warrants and Miscellaneous Items
- c) *2:00 p.m. – 4:00 p.m. Executive Session (None Scheduled as of the Date of this Notice)
- d) 6:00 p.m. Informational Public Forum with Emergency Services Consulting International (ESCI), Emergency Medical Service (EMS) Providers, Stakeholders, Local Hospitals, Mayors and Councils Regarding Future Provision of Emergency Medical Services in Skagit County

II. TUESDAY, DECEMBER 10, 2013:

- a) 8:30 a.m. Budget and Finance - Trisha Logue, Director:
 - 1. Adoption of 2014 Budgets and Levies
 - 2. Miscellaneous
- b) 9:00 a.m. – 10:00 a.m. Planning and Development Services – Dale Pernula, Director:
 - 1. Update: Status of the Shoreline Master Program
 - 2. Update: 2013 Building Division
 - 3. Discussion/Possible Action: Ordinance Adopting the 2014-2019 Capital Facilities Plan
 - 4. Miscellaneous
- c) 10:00 a.m. – 11:00 a.m. Public Works, Dan Berentson, Interim Director:
 - 1. Discussion/Possible Action: Guemes Island Ferry 14-Year Capital Facilities Plan (2014-2027)
 - 2. Miscellaneous
- d) 11:30 a.m. – 11:45 a.m. Board of County Commissioners:
 - 1. Public Comment Period
 - 2. Miscellaneous Announcements

III. THURSDAY, DECEMBER 12, 2013:

- a) *11:30 a.m. Skagit Legislative Summit (Farmhouse Restaurant, 13724 La Conner Whitney Road, Mount Vernon)

IV. FRIDAY, DECEMBER 13, 2013:

- a) *11:30 a.m. Leadership Skagit Luncheon and Panel – Communicating as a Leader (Skagit PUD, Aqua Room, 1415 Freeway Drive, Mount Vernon)

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FUTURE BID OPENING:

Monday, December 23, 2013, 2:00 p.m. Two (2) Latest Model Oil Distributor Trucks

FUTURE PUBLIC HEARINGS:

Tuesday, December 17, 2013, 8:30 a.m. To Consider Testimony Regarding an Ordinance Amending Skagit County Code Chapter 12.19, Drainage Utility

Tuesday, December 17, 2013, 1:30 p.m. To Consider Testimony Regarding Revision of the Drainage Utility Rate Structure

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, DECEMBER 9, 2013 (items 1 through 36):

a) COMMISSIONERS:

1. Record of the Proceedings for Monday, December 2, 2013.
2. Resolution to appoint Tim Manns to a two (2) year term on the Skagit County Parks and Recreation Advisory Board. Mr. Manns term shall commence on January 1, 2014, and shall end on December 31, 2016.

b) ASSIGNED COUNSEL:

3. Personal Services Agreement with Jonathan Raney, Attorney at Law, to provide indigent defense representation to defendants referred by the office of Assigned Counsel who have been deemed conflict of interest for the Skagit County Public Defender's office. The Agreement shall commence on January 1, 2014, and continue until December 31, 2015. Compensation shall not exceed \$75,000.
4. Personal Services Agreement with the Snohomish County Public Defender Association to provide indigent defense representation to defendants referred by the office of Assigned Counsel who have been deemed conflict of interest for the Skagit County Public Defender's office for sixty (60) cases per year. The Agreement shall commence on January 1, 2014, and shall continue until December 31, 2014. Compensation shall not exceed \$124,992.

c) BUDGET AND FINANCE:

5. Resolution to call for a public hearing to amend the 2013 Skagit County budget. The public hearing is scheduled to take place on Monday, December 23, 2013, at 1:15 p.m., or as soon thereafter as possible.
6. Resolution awarding Hotel/Motel Tax Funds for 2014.

d) CLERK:

7. Interlocal Cooperative Agreement with the Washington State Attorney General to allow electronic access to confidential juvenile dependency and parent/child termination documents on a subscription basis. The Agreement shall commence on January 1, 2014, and continue until terminated. Compensation to Skagit County shall not exceed \$500 annually.

e) COMMUNITY SERVICES:

8. Amendment No. 6 to County Program Agreement No. 1163-24773, Skagit County Contract No. C20110203, with the State of Washington Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery (DBHR), to provide funding for WA-CARES program in Skagit County. The purpose of this Amendment is to increase compensation to Skagit County by \$30,061 for a new compensation amount not to exceed \$227,116. The original Agreement commenced on April 1, 2011, and shall continue September 30, 2014. All other terms and conditions of the original Agreement shall remain in effect.
9. Resolution authorizing the allocation of Millage Developmental Disabilities funds for 2014.
10. Amendment No. 2 to Personal Services Agreement No. C20130001 with Paul Schissler Associates, Inc. to provide affordable housing planning services related to research and coordinated planning for housing affordable for low and moderate-income residents of Skagit County. The original Agreement commenced January 7, 2013, the purpose of this Amendment is to extend the term of the Agreement from December 31, 2013, to February 28, 2014, to allow sufficient time to complete the project. All other terms and conditions of the original Agreement and subsequent Amendment shall remain in effect, including the compensation amount not to exceed \$54,500.
11. Personal Services Agreement with Brooke Hopley to provide mental health services with the primary goals of stabilization of problematic symptoms and/or behaviors, and the promotion of ongoing recovery. The Agreement shall commence on January 1, 2014, and shall continue until December 31, 2014. Compensation shall not exceed \$10,000.
12. Personal Services Agreement with Anthony Vecchione to provide mental health services with the primary goals of stabilization of problematic symptoms and/or behaviors, and the promotion of ongoing recovery. The Agreement shall commence on January 1, 2014, and shall continue until December 31, 2014. Compensation shall not exceed \$10,000.

13. Personal Services Agreement with Sunrise Community Services to provide mental health services with the primary goals of stabilization of problematic symptoms and/or behaviors, and the promotion of ongoing recovery. The Agreement shall commence on January 1, 2014, and shall continue until December 31, 2014. Compensation shall not exceed \$20,000.
14. Personal Services Agreement with Washington Vocational Services to provide system navigation services to young adults through the Bridges Program and short-term employment support for students that exit the Department of Vocational Rehabilitation. The Agreement shall commence on January 1, 2014, and shall continue until December 31, 2014. Compensation shall not exceed \$15,000.
15. Interlocal Cooperative Agreement with the Town of Concrete to provide administrative and professional care services to senior citizens. The Agreement shall commence on January 1, 2014, and shall continue until December 31, 2014. Compensation to Skagit County shall not exceed \$7,639.

f) CONSERVATION FUTURES:

16. Amendment No. 4 to Cooperative Agreement No. 73-0546-11-003, Skagit County Contract No. C20110324, with the U.S. Commodity Credit Corporation acting through the Natural Resources Conservation Service (USDA) and Skagit County for the Farm and Ranch Lands Protection Program, which allows the County to accept matching grant funds to purchase agricultural conservation easements. The purpose of this Amendment is to extend the closing date for the Norm Nelson, Inc. property from March 31, 2013, to March 31, 2014, and to increase the acres being protected on the Hedlin property from fifty (50) acres to fifty-nine (59). All other terms and conditions of the original Agreement and subsequent Amendments shall remain in effect including the County's portion of \$1,551,500, which will be drawn from the Conservation Futures fund.
17. Resolution electing to receive National Forest Related Safety-Net Payments under PL 106-393 for FY 2013-2014.
18. Conservation Easement Deed with Michael and Merrilee Egbers to extinguish one (1) development right on 39.44 acres. The Agreement shall commence on the date of execution and continue into perpetuity. This Agreement replaces Skagit County Contract No. C20120509, which was never fully executed by the United States Department of Agriculture (USDA). Compensation shall not exceed \$100,000. The USDA and the Washington State Recreation and Conservation office (RCO) will each fund 50% of the easement.
19. Conservation Easement Deed with Hedlin Farms to extinguish three (3) development rights on 59.56 acres. The Agreement shall commence on the date of execution and continue into perpetuity. Compensation shall not exceed \$330,000. The United States Department of Agriculture (USDA) and the Washington State Recreation and Conservation office (RCO) will each fund 50% of the easement.
20. Conservation Easement Deed with Dick and Olga Vander Kooy to extinguish three (3) development rights on 198.19 acres. The Agreement shall commence on the date of execution and continue into perpetuity. Compensation shall not exceed \$345,000. The United States Department of Agriculture (USDA) and the Washington State Recreation and Conservation office (RCO) will each fund 50% of the easement.
21. Conservation Easement Deed with Fohn Land III LLC to extinguish one (1) development right on 40 acres. The Agreement shall commence on the date of execution and continue into perpetuity. Compensation shall not exceed \$100,000. The United States Department of Agriculture (USDA) and the Washington State Recreation and Conservation office (RCO) will each fund 50% of the easement.
22. Conservation Easement Deed with Norm Nelson, Inc. (Estes Farm) to extinguish one (1) development right on 40 acres. The Agreement shall commence on the date of execution and continue into perpetuity. Compensation shall not exceed \$100,000. The United States Department of Agriculture (USDA) and the Washington State Recreation and Conservation office (RCO) will each fund 50% of the easement.
23. Conservation Easement Deed with Olson Family Farms to extinguish one (1) development right on 62 acres. The Agreement shall commence on the date of execution and continue into

perpetuity. Compensation shall not exceed \$125,000. The United States Department of Agriculture (USDA) and the Washington State Recreation and Conservation office (RCO) will each fund 50% of the easement.

24. Conservation Easement Deed with Norm Nelson, Inc. (Leander Farm) to extinguish two (2) development rights on 180 acres. The Agreement shall commence on the date of execution and continue into perpetuity. Compensation shall not exceed \$180,000. The United States Department of Agriculture (USDA) and the Washington State Recreation and Conservation office (RCO) will each fund 50% of the easement.

g) CORONER:

25. Vendor Services Agreement with Mount Vernon Cemetery Inc., dba Kern Funeral Home, to have staff available twenty-four (24) hours a day, seven (7) days a week to receive the deceased at the funeral facility or provide the Coroner's office with a key and alarm codes to the funeral facility. The Agreement shall commence on January 1, 2014, and shall continue until December 31, 2014. Compensation shall not exceed \$5,000, which is based on a fee structure that consists of set charges for the type of work performed including each transfer, transport, indigent, and autopsy performed.
26. Personal Services Agreement with Gary Goldfogel, MD to provide autopsy services and on-scene investigations as needed. The Agreement shall commence on January 1, 2014, and shall continue until December 31, 2014. Compensation shall not exceed \$79,500, which is based on a fee structure that consists of set charges for the type of work performed including each transfer, transport, indigent, and autopsy performed.

h) FACILITIES MANAGEMENT:

27. Personal Services Agreement with Howard Consulting, LLC to provide capital project management services as requested by the County Administrator and to assist other project managers as needed. The Agreement shall commence on January 1, 2014, and shall continue until December 31, 2015. Compensation shall not exceed \$200,000.

i) HEALTH:

28. Interlocal Agreement No. 1059-27 with Tacoma-Pierce County Health Department (TPCHD) to provide food worker training, testing and card issuance services to residents of Skagit County, and any out-of-state residents who state they work in Skagit County Local Health Jurisdiction, as permitted under Chapter 246-217 Washington Administrative Code (WAC). The Agreement shall commence on January 1, 2014, and shall continue until December 31, 2016. TPCHD shall compensate Skagit County for the permit proceeds less a \$3.00 card fee that TPCHD will retain. TPCHD shall retain \$1.00 for each replacement card issued.

j) PUBLIC DEFENDER:

29. Personal Services Agreement with C. Warness Professional Services, LLC to provide investigation services as requested by the Skagit County Public Defender. The Agreement shall commence on January 1, 2014, and shall continue until December 31, 2014. Compensation shall not exceed \$70,000.
30. Personal Services Agreement with Joseph Kelly, dba Strategic Solutions, LLC to provide investigation services as requested by the Skagit County Public Defender. The Agreement shall commence on January 1, 2014, and shall continue until December 31, 2014. Compensation shall not exceed \$70,000.
31. Personal Services Agreement with Kimberley A. Perrine to provide legal transcription services as requested by the Skagit County Public Defender. The Agreement shall commence on January 1, 2014, and shall continue until December 31, 2014. Compensation shall not exceed \$15,000.

k) PUBLIC WORKS:

32. Supplemental Agreement No. 1 to Local Agency Standard Consultant Agreement No. C20120597 with Anchor QEA, LLC to provide services related to the Skagit River Bridge Modification and Interstate Highway Protection Project. The purpose of this Amendment is to continue existing work related to obtaining National Environmental Policy Act concurrence and provide support to

implement various aspects of the project. The original Agreement commenced on December 26, 2012, this Amendment extends the expiration date from December 31, 2013, to December 31, 2014. The compensation amount is increased by \$25,000 for a new compensation amount not to exceed \$50,000. All other terms and conditions of the original Agreement shall remain in effect.

33. Vendor Services Agreement with Gardner Electronics to provide services related to the installation of electric equipment, two-way radios, radar, video equipment, light bars, and computer equipment in police vehicles and radio equipment in other county vehicles. The Agreement shall commence on the date of execution and continue for one year. Compensation shall not exceed \$23,000.

l) SHERIFF:

34. Vendor Services Agreement with Canine Country Club & Cattery to provide services related to boarding the Sheriff's K-9 Dogs on an as-needed basis. The Agreement shall commence on January 1, 2014, and shall continue until December 31, 2018. Annual compensation shall not exceed \$2,500.
35. Vendor Services Agreement with Multi Services Inc. to provide industrial services related to the inspection and repair of kitchen appliances in the Skagit County Jail on an as needed basis. The Agreement shall commence on January 1, 2014, and continue for one year. Compensation shall not exceed \$5,000.

m) TREASURER:

36. Addendum #14 to License Agreement No. 004743 with Balanced Action, Inc. to include Cashtax fraudulent warrant tracking module to entry screens, reports, and automatic receipt generation. Payment of \$7,500 will be due at the completion of the module and installation in production environment. The original Agreement commenced on January 31, 2000, and shall remain effective until terminated. This Amendment increases compensation by \$7,500 for a new compensation amount not to exceed \$253,700. All other terms and conditions of the original Agreement shall remain in effect.

V. RATIFICATION AGENDA (items 37 and 38):

n) ADMINISTRATIVE SERVICES:

37. Resolution authorizing the ratification of a Personal Services Agreement with Semrau Engineering & Surveying, PLLC to evaluate the difference in utility installation costs associated with two (2) potential sites for the new Skagit County Jail. A signed Agreement was not executed prior to October 1, 2013, due to the time it took to finalize the Agreement and receive a current Certificate of Insurance.
38. Personal Services Agreement with Semrau Engineering & Surveying to evaluate the difference in utility installation costs associated with two (2) potential sites for the new Skagit County Jail. The Agreement commenced on October 1, 2013, and shall continue until December 31, 2015. Compensation shall not exceed \$20,000.