

**RECORD OF THE PROCEEDINGS  
SKAGIT COUNTY BOARD OF COMMISSIONERS  
WEDNESDAY, DECEMBER 26, 2012**

The Skagit County Board of Commissioners met in regular session on Wednesday, December 26, 2012, with Commissioners Sharon D. Dillon, and Ron Wesen present.

I. CALL TO ORDER:

Commissioner Dillon called the proceedings to order at 1:30 p.m.

Commissioner Dahlstedt's absence was excused.

II. PLEDGE OF ALLEGIANCE:

Commissioner Dillon led the gallery in salute to the flag.

III. CONSENT AGENDA FOR WEDNESDAY, DECEMBER 26, 2012 (items 1 through 52):

A motion was made by Commissioner Wesen to approve the Consent Agenda items 1 through 52, vouchers and warrants for Wednesday, December 26, 2012.

Commissioner Dillon seconded the motion.

The vote passed unanimously. Chairman Kenneth A. Dahlstedt's absence was excused

a) COMMISSIONERS:

1. Record of the Proceedings for Tuesday, December 4, 2012. **(Approved)**
2. Record of the Proceedings for Monday, December 17, 2012. **(Approved)**
3. Resolution appointing B. Jennings "Jen" Hart to fill the seat vacated by Bob Hart on the Skagit County Drainage and Irrigation Improvement District No. 15. Ms. Hart's term shall commence on the date of execution and continue until the next special purpose district election. **(Resolution No. R20120417)**

b) ASSIGNED COUNCIL:

4. Personal Services Agreement with Glen Hoff, Attorney at Law, to provide indigent defense representation to defendants referred by the office of Assigned Council who are deemed conflict of interest for the Skagit County Public Defender's office. The Agreement shall commence on January 1, 2013, and continue until December 31, 2014. Compensation shall not exceed \$75,000. **(Contract No. C20120565)**

c) COMMUNITY SERVICES:

5. Personal Services Agreement with Washington Vocational Services to provide system navigation services to young adults through the Bridges Program. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. Compensation shall not exceed \$15,000, and is funded with Development Disabilities Millage funds. **(Contract No. C20120566)**
6. Personal Services Agreement with Chinook Enterprises to provide system navigation services to young adults through the Bridges Program. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. Compensation shall not exceed \$15,000, and is funded with Development Disabilities Millage funds. **(Contract No. C20120567)**

7. Personal Services Agreement with Compass Health to provide integrated mental health and chemical dependency treatment services for up to twenty (20) Skagit County Mental Health Court (MHC) clients through Compass Health. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. Compensation shall not exceed \$95,000, and is funded by the 0.1% sales tax. **(Contract No. C20120568)**
8. Amendment No. 2 to Interlocal Cooperative Agreement No. C20120109 with Oregon Health & Science University and its division, Northwest Frontier Addiction Technology Transfer Center to enhance Community Services' capacity to make the department's system more congruent with a Recovery Oriented System of Care (ROSC). The purpose of this Amendment is to extend the term of the Agreement from December 31, 2012, to December 31, 2013, in order to allow the contractor sufficient time to provide technical assistance in development of a ROSC. Services were delayed in order to allow time for North Sound Mental Health Administration to be brought on board with the process. All other terms and conditions of the original Agreement and subsequent Amendment remain the same including the compensation amount not to exceed \$42,125. **(Amendment No. A20120194)**
9. Personal Services Agreement with Paul Douhan to provide mental health services through the Community Wellness Program. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. Compensation shall not exceed \$10,000, and is funded by the 0.1% sales tax. **(Contract No. C20120569)**
10. Personal Services Agreement with Marianne Shapiro to provide mental health services through the Community Wellness Program. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. Compensation shall not exceed \$10,000, and is funded by the 0.1% sales tax. **(Contract No. C20120570)**
11. Personal Services Agreement with Youthnet to provide individualized independent living skills for youth by Skagit County Community Services LYNCS program. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. Compensation shall not exceed \$12,000. **(Contract No. C20120571)**
12. Personal Services Agreement with Elizabeth Holmes to provide mental health services through the Community Wellness Program. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. Compensation shall not exceed \$10,000, and is funded by the 0.1% sales tax. **(Contract No. C20120572)**
13. Personal Services Agreement with Skagit County Community Action Agency for Project Homeless Connect to distribute Homeless Housing and Assistance funds pursuant to Substitute House Bill 2163 and House Bill 2331. Funding will be used to serve approximately 700 individuals at the Project Homeless Connect 2013 event. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. Compensation shall not exceed \$5,000. **(Contract No. C20120573)**
14. Personal Services Agreement with Friendship House to distribute Homeless Housing and Assistance funds pursuant to Substitute House Bill 2163 and House Bill 2331. Funding will be used towards the operational costs a men's shelter, women's shelter and two (2) transitional houses, seven days per week, 365 days for the year 2013. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. Compensation shall not exceed \$67,250. **(Contract No. C20120574)**
15. Personal Services Agreement Anacortes Family Center to distribute Homeless Housing and Assistance funds pursuant to Substitute House Bill 2163 and House Bill 2331. Funding will support the provision of shelter and basic needs to an estimated 500-600 individuals in the interim housing program in 2013. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. Compensation shall not exceed \$53,010. **(Contract No. C20120575)**
16. Interagency Agreement with North Sound Mental Health Administration Contract #NSMHA-

SKAGIT-ADMIN-13-14 to provide funding for the County's Mental Program Coordinator to participate in regional North Sound Mental Health Administration related administrative functions in Skagit County. The Agreement shall commence on January 1, 2013, and continue until December 31, 2014. Compensation to Skagit County shall not exceed \$185,684. **(Contract No. C20120576)**

17. Personal Services Agreement with Skagit Domestic Violence and Sexual Assault Services to distribute Homeless Housing and Assistance funds pursuant to House Bill 2163 and House Bill 2331. Funding will support the provision of shelter and basic needs to an estimated 200 adult victims and their children. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. Compensation shall not exceed \$50,555. **(Contract No. C20120577)**
18. Personal Services Agreement with Skagit Council Housing to distribute low-income housing funds pursuant to House Bill 2060. Funding will be used to support the construction of sixteen units of low-income housing for the elderly. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. Compensation shall not exceed \$27,747. **(Contract No. C20120578)**
19. Funding Agreement with Skagit Valley Family YMCA to provide recreation activities for Skagit residents with developmental disabilities. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. Compensation shall not exceed \$16,800, and is funded with Development Disabilities Millage funds. **(Contract No. C20120579)**
20. Personal Services Agreement with Chinook Enterprises to provide support for People 1st of Skagit County. The Agreement shall commence on January 1, 2013, or on the date of execution, and continue until December 31, 2013. Compensation shall not exceed \$3,000, and is funded with Development Disabilities Millage funds. **(Contract No. C20120580)**

d) CONSERVATION FUTURES:

21. Amendment No. 1 to Permanent Agricultural Conservation Easement No. C20070180 granted by Double N Properties to Skagit County to retire four (4) development rights on 183.03 acres on Field Road in Bow. The purpose of this Amendment is to correct an inaccurate survey. The corrected survey reduced the easement from 183.03 acres to 182.85 acres (a .17 acre difference). This Amendment adjusts the valuation of the original easement from \$393,000 to \$392,635.16. Double N Properties shall reimburse Skagit County an amount not to exceed \$364.84, and Skagit County will reimburse USDA-NRCS through the Federal Farm and Ranchland Protection Program and amount not to exceed \$182.42. All other terms and conditions of the original Permanent Agricultural Conservation Easement shall remain in effect. **(Amendment No. A20120195)**

e) CORONER:

22. Vendor Services Agreement with Evans Funeral Chapel & Crematory, Inc. 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 code to the funeral facility. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. 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. **(Contract No. C20120581)**
23. 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 code to the funeral facility. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. 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. **(Contract No. C20120582)**

f) FACILITIES:

24. Vendor Services Agreement with Great Floors Commercial Sales for the removal and disposal of the current carpet, supply and for the installation of Mannington Carthage and Armstrong Marnorette Linoleum, including floor preparation and other work as described in Exhibits "A", "B", "C", "D", and "E". The work will be performed at various County locations. The Agreement shall commence on the date of execution and continue for one (1) year. Compensation shall not exceed \$25,188.18, which includes applicable sales tax. **(Contract No. C20120583)**
25. Building Lease Agreement with Herbert J. Goldston and Theresa L. Goldston to lease property located at 609, 611, and 613 South Second Street in Mount Vernon for the Skagit County Juvenile Court. The term of the lease shall be for three (3) years, beginning on January 1, 2013, and ending on December 31, 2016. Compensation for rent shall not exceed \$6,000 per month. **(Contract No. C20120584)**
26. Vendor Services Agreement with Lyndale Glass for the removal of broken insulated glass and to with replace with new tempered insulated glass at the Larry E. Moller Public Safety Building, located at 600 South Third Street in Mount Vernon or any other Skagit County facility as needed. The Agreement shall commence on the date of execution and continue for two (2) years. Compensation shall not exceed \$2,000. **(Contract No. C20120585)**

g) HEALTH:

27. Personal Services Agreement with Sandra Higman to provide mental health consultants for the Nurse Family Partnership program. The Agreement shall commence on January 1, 2013, and continue until September 30, 2013. Compensation shall not exceed \$6,000. **(Contract No. C20120586)**

h) HUMAN RESOURCES:

28. Vendor Services Agreement with John A. Follis, Anderson and Hunter Law Firm to assist with Workers' Compensation representation. The Agreement shall commence on December 31, 2012, and continue until December 31, 2013. Compensation shall not exceed \$10,000. **(Contract No. C20120587)**

i) INFORMATION SERVICES:

29. Resolution authorizing a sole source procurement of the Spillman HipLink Interface to be procured on behalf of Skagit 911 as part of the Spillman Public Safety System. The interface will provide the capability of sending alphanumeric pages from the dispatch center to emergency responders. **(Resolution No. R20120418)**
30. Addendum No. 12 to Contract No. 00484 with Spillman Technologies, Inc. authorizing the procurement of the Spillman HipLink Interface to support Skagit 911 with alphanumeric paging capability. The HipLink interface was part of the bulk purchase negotiation done with Spillman Technologies. The original Agreement commenced on July 31, 1989, and shall continue indefinitely. This Amendment increases compensation by \$24,665 for a new compensation amount not to exceed \$768,463. All other terms and conditions of the original Agreement and subsequent Amendments shall remain in effect. **(Amendment No. A20120196)**
31. Service Agreement with Eaton Corporation to provide preventative maintenance on building services on Uninterruptable Power Supply systems located at the Skagit County Data Center. The Agreement shall commence on the date of execution and continue for three years. Compensation for the three-year term shall not exceed \$19,498. **(Contract No. C20120588)**
32. Personal Services Agreement with Diversint for a support technician for repair and support of all County managed computer and computer related equipment. The Agreement shall

commence on the date of execution and continue until December 31, 2013. Compensation shall not exceed \$40,000. **(Contract No. C20120589)**

33. Combined System Lease and Monitoring Services Agreement with Guardian Security to install and operate an AES radio transceiver system to monitor the fire system in the Skagit County Data Center. The Agreement shall commence on the date of execution and continue until December 31, 2017. Compensation for the five-year (5) term shall not exceed \$4,500. **(Contract No. C20120590)**

j) **PARKS, RECREATION AND FAIRGROUNDS:**

34. Amendment No. 3 to Vendor Services Agreement No. C20110013 with Jeremy Oliver dba Absolute Plumbing to provide plumbing and drainage services as needed for Skagit County Parks, Recreation and Fairgrounds. The purpose of this Amendment is to extend the term of the contract from January 24, 2013, to January 24, 2014, as provided for in paragraph #5 of the original Agreement. This Amendment increases compensation by an additional \$10,000 for a new compensation amount not to exceed \$30,000. All other terms and conditions of the original Agreement and subsequent Amendments shall remain in effect. **(Amendment No. A20120197)**
35. Amendment No. 2 to Funding Agreement No. C20100594 with Skagit Land Trust to provide reimbursement for securing public trail access and protecting an open corridor on South Fidalgo Island from Donnell Road to Deception Pass State Park. The purpose of this Amendment is to extend the expiration date of the Funding Agreement from December 31, 2012, to December 31, 2013. All other terms and conditions remain in effect, including the compensation amount of \$150,000. **(Amendment No. A20120198)**

k) **PROSECUTING ATTORNEY:**

36. Personal Services Agreement with Pacific Coast Attorney Services to provide process service and related services for the Skagit County Prosecuting Attorney's Family Support Division. The Agreement shall commence on January 1, 2013, and continue until December 31, 2013. Compensation shall not exceed \$5,000. **(Contract No. C20120591)**
37. Personal Services Agreement with Orland D. Freeman to provide process service and related services for Skagit County Prosecuting Attorney's Family Support, Civil or Criminal Divisions. The Agreement shall commence on January 1, 2013, and shall continue until December 31, 2013. Compensation shall not exceed \$10,000. **(Contract No. C20120592)**

l) **PUBLIC DEFENDER:**

38. Personal Services Agreement with Felix Moran dba Camano-Stanwood Investigations to provide investigation services as requested by the Public Defender. The Agreement shall commence on January 1, 2013, and December 31, 2013. Compensation shall not exceed \$70,000. **(Contract No. C20120593)**
39. Personal Services Agreement with Shauna Snyder dba Skepton Investigations to provide investigation services as requested by the Public Defender. The Agreement shall commence on January 1, 2013, and December 31, 2013. Compensation shall not exceed \$70,000. **(Contract No. C20120594)**
40. Personal Services Agreement with Gary T. Way dba Way Investigations to provide investigation services as requested by the Public Defender. The Agreement shall commence on January 1, 2013, and December 31, 2013. Compensation shall not exceed \$70,000. **(Contract No. C20120595)**

m) **PUBLIC WORKS:**

41. Interlocal Cooperative Agreement with Skagit County Dike District (District) 17 to cost-share with jurisdictions that benefit from the County's annual Joint Funding Agreement (JFA) with the U.S. Geological Survey (USGS), of the U.S. Department of the Interior, for water resource investigations of the Sauk and Skagit Rivers. The Agreement shall commence on the date of execution and continue until December 31, 2014. The District shall compensate Skagit County an amount not to exceed \$5,000 for the two-year (2) term of the Agreement. **(Contract No. C20120596)**
42. Local Agency Standard Consultant Agreement with Anchor QEA, LLC to provide services related to the Skagit River Bridge Modification and Interstate Highway Protection Project. The Agreement shall commence on the date of execution and continue until December 31, 2013. Compensation shall not exceed \$25,000. **(Contract No. C20120597)**
43. Interlocal Cooperative Agreement with the Sedro-Woolley School District #101 to authorize the County to perform work, provide materials, and provide the use of County equipment operated by a County operator. The Sedro-Woolley School District will reimburse the County at the actual costs incurred for work, materials and equipment rentals. The Agreement shall commence on date of execution and continue until December 31, 2017. **(Contract No. C20120598)**
44. Street Light Authorization Letter, Revision No. 2, and Custom Street Light Order with INTOLIGHT, a marketing division of Puget Sound Energy (PSE) for lighting services at the Anderson/LaVenture Road Extension Cedardale to Blodgett, Phase 2 Project #ES71000-1, Federal Aid #STPUS-7337(005), TIB #9-W-029(002)-1. The Agreement shall commence on the date of execution and continue until completion. Compensation shall not exceed \$45,396.05. **(Contract No. C20120599)**
45. Street Light Authorization Letter, Revision No. 2, and Custom Street Light Order with INTOLIGHT, a marketing division of Puget Sound Energy (PSE) for lighting services at the Anderson/LaVenture Road Extension Blodgett to Blackburn, Phase 3 Project #ES71000-1B, Federal Aid #STPUS-7337(004), TIB #9-W-029(002)-1. The Agreement shall commence on the date of execution and continue until completion. Compensation shall not exceed \$55,347.91. **(Contract No. C20120600)**
46. Interlocal Cooperative Agreement with the Town of La Conner to perform work, provide materials, and provide the use of County equipment operated by a County operator. The Agreement shall commence on January 1, 2013, and continue through December 31, 2017. The Town of La Conner shall reimburse Skagit County for actual costs incurred for said work, materials, and use of County equipment, including wages; and an additional 9% for administrative costs. **(Contract No. C20120601)**
47. Interlocal Cooperative Agreement with Central Valley Ambulance Authority (CVAA) to allow the Equipment Division of Skagit County Public Works to perform vehicle maintenance and provide parts for CVAA. The Agreement shall commence on the date of execution, and continue until December 31, 2013. CVAA will reimburse Skagit County for all costs and expenses incurred for such services, as well as an additional 9% for administrative costs, and an annual fee of \$340 to cover additional electricity costs for the charging of two (2) spare ambulances. **(Contract No. C20120602)**
48. Interlocal Cooperative Agreement with Skagit Transit to perform work, provide materials and equipment rental for Skagit Transit. The Agreement shall commence on the date of execution and continue until December 31, 2017. Skagit Transit shall reimburse Skagit County for actual costs incurred for said work, materials, and use of County equipment, as well as an additional 9% for administrative costs. **(Contract No. C20120603)**
49. Amendment No. 1 to Vendor Services Agreement No. C20120178 with the Wizard of Ooze to provide portable toilet rental units, and servicing County-owned portable toilet units. The purpose of this Amendment is to reflect contractor's name change from Wizard of Ooze to United Site Services of Nevada, Inc. The original Agreement commenced on May 1, 2012, and

continues until May 1, 2013. All other terms and conditions of the original Agreement shall remain the same including the compensation amount not to exceed \$15,000. **(Amendment No. A20120199)**

50. Resolution awarding the contract to Cascade Concrete Industries, Inc. for the purchase of two (2) new pre-cast concrete box culverts including delivery for use in Skagit County Projects in the amount of \$95,121.76. The bid opening took place on Monday, December 10, 2012, at 2:00 p.m. in the Commissioners' Hearing Room. **(Resolution No. R20120419)**

n) RISK MANAGEMENT:

51. Personal Services Agreement with Listen Audiology Services Inc. to provide mandated hearings tests, reports and letters for Skagit County employees in accordance with State and Federal regulations and other noise testing as requested. The Agreement shall commence on December 31, 2012, and continue under December 31, 2013. Compensation shall not exceed \$5,000. **(Contract No. C20120604)**

o) SHERIFF:

52. Amendment No. 1 to Contract No. C20120123 with the Humane Society of Skagit Valley to provide kennels for animals on a seven (7) day per week basis for care and feeding of all animals brought in by County representatives. The purpose of this Amendment is to extend term date of Contract from December 31, 2012, to December 31, 2013. All other terms and conditions of the original Contract shall remain in effect including the compensation amount not to exceed \$60,000. **(Amendment No. A20120200)**

IV. VOUCHERS AND WARRANTS:

1. Vouchers audited and certified by the auditing officer as required by R.C.W. 42.24.080, and those expense reimbursement claims certified as required by R.C.W. 42.24.090, have been recorded on a listing, which has been made available to the Board. As of this date, the Board by majority vote, did approve for payment those vouchers included in the above-mentioned list and further described as follows:
- a) Warrants numbered 374098 through 374098 from Clearing Fund 696 in the total dollar amount of \$238,200 (Transmittal No. C-152-12); and
  - b) Warrants numbered 374099 through 374601 from Clearing Fund 696 in the total dollar amount of \$2,512,417.63 (Transmittal No. C-153-12); and
  - c) ACH Transfer Request Form and Certification to Trusteed Plans Service Corporation from Clearing Fund 696 in the total dollar amount of \$99,907.37 (Transmittal No. C-154-12); and
  - d) ACH Transfer Request Form and Certification to Trusteed Plans Service Corporation from Clearing Fund 696 in the total dollar amount of \$73,015.56 (Transmittal No. C-155-12); and
  - e) Payroll warrants number 308538 through 309224 in the total dollar amount \$1,078,596.85 (Transmittal No. P-47-12).

V. ADJOURNMENT:

Commissioner Dillon adjourned the proceedings at 1:32 p.m.

The Commissioners did not attend any executive sessions during the week of December 24, 2012.

**BOARD OF COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

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**Kenneth A. Dahlstedt, Chairman**

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**Sharon D. Dillon, Commissioner**

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**Ron Wesen, Commissioner**

**ATTEST:**

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**Linda Hammons, Clerk of the Board**