

**RECORD OF THE PROCEEDINGS  
SKAGIT COUNTY BOARD OF COMMISSIONERS  
MONDAY, DECEMBER 9, 2013**

The Skagit County Board of Commissioners met in regular session on Monday, December 9, 2013, with Chair Sharon D. Dillon, and Commissioner Kenneth A. Dahlstedt present.

I. CALL TO ORDER:

Chair Dillon called the proceedings to order at 1:32 p.m.

Commissioner Wesen's absence at the Consent Agenda portion of the proceedings was excused.

II. PLEDGE OF ALLEGIANCE:

Chair Dillon led the gallery in the salute to the flag.

III. AGENDA:

- 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)

There were no executive sessions scheduled for the week of December 9, 2013.

- 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

Chair Dillon reconvened the proceedings at 6:00 p.m. with Commissioners Ron Wesen and Kenneth A. Dahlstedt present.

**Other Elected Officials Present:**

City of Mount Vernon Mayor Boudreau, City of Sedro-Woolley Mayor Anderson, and City of Sedro-Woolley Council Member Keith Wagoner.

Chair Dillon introduced Emergency Services Consulting International (ESCI) Consultants Kyle Gorman and Jim Broman. She stated that this was the second of three meetings intended to review and discuss potential changes to Skagit County's Emergency Medical Services (EMS) system.

Mr. Gorman provided a PowerPoint presentation and reviewed information from the first meeting which was held on Wednesday, November 6, 2013. He addressed several critical issues of the EMS system which he indicated included the lack of equitable distribution of EMS levy revenues; limited financial reporting requirements from agencies receiving levy revenues; the lack of consistency in other supporting revenue sources; the lack of uniform adherence to a single fee schedule; the lack of a process that could determine the actual need for levy support; and inconsistencies in the contracting process.

Mr. Gorman provided a number of different governance and administration scenarios for the EMS system:

1. Keep the status quo; or
2. Create a County EMS District; or
3. Create a County Department; or
4. Create a Joint Services Model with the Cities.

He provided a fragmentation reduction plan which would include engaging the Central Valley fire

agency to deliver surge capacity and response performance; engage one or more Central Valley fire agencies to deliver Advanced Life Support (ALS) first response and transport throughout the Central Valley; pursue healthcare integration through establishing public-private partnerships with system stakeholders including hospitals, clinics, health department and other parties.

Mr. Gorman said that it would be the County's responsibility to identify and select a private provider to service one or more areas of the County. He recommended that there needed to be changes made to how the County governed EMS and he provided a summary of potential future design recommendations for governance. The recommendations included establishing a public health regulatory structure; creating and appointing an advisory board; creating performance based contracts with providers; establishing system data analysis; engaging hospitals in linking patient outcomes with out-of-hospital care; establishing a process and quality assurance outcomes for specific disorders within the system.

**Financial Recommendations:**

Create Basic Life Support (BLS) subsidy arrangements; standardize fee schedule and billing rates; provide dispatch subsidy arrangements for BLS providers; create and adopt a central plan, establish first response integration reimbursement; establish appropriate levy analysis before next levy cycle; and increase the base fee schedule.

**Structural Recommendations:**

Establish new boundaries for urban, suburban, and rural areas; establish a single firm for EMS billing and possibly collections; create performance based contracts with penalties; establish flexible, scalable first response ALS program; and consider alternative shift scheduling methods.

Mr. Gorman provided a comparison of public versus private ambulance service and the likelihood of success in resolving critical issues using the four options provided.

The ESCI/EMS report can be located at Skagit County's website: <http://www.skagitcounty.net>, navigate to the Health Department, the report is located in the upper right corner.

Mike Noyes of 6282 S. Campbell Lake Road in Anacortes, said he was commenting on behalf the Skagit County Fire Chiefs' Association and the Fire Commissioners' Association. He read from a letter dated December 3, 2013, signed by Mike Noyes and Jim Kennedy. He indicated that the Skagit County Fire Chiefs' Association and the Fire Commissioners' Association supported moving forward with the central governance of EMS and transitioning to an ALS and BLS fire-based ambulance transport system which would complement the fire-based first responders. He indicated that it was important to continue the educational excellence for the service providers and the community.

Jim Kennedy of 30259 Lyman Hamilton Highway, said he was commenting on behalf of the Fire Chiefs' Association. He confirmed that BLS service was part of the EMS system and supported a fire-based system which would be governed by the County or through contracts with cities. He said he did not support private ambulance service and suggested that more information about the transition process for the new EMS model needed to be provided.

Seeing no further public comment forthcoming Commissioner Wesen encouraged the Cities and Council members to provide any comments or suggestions that they may have regarding the best way to move forward with the EMS system.

Commissioner Dahlstedt said that the system should be a high quality system that worked equally for all citizens across the entire County.

Chair Dillon thanked everyone for attending the meeting, she said the Board of Commissioners valued the ESCI report and embraced many of the recommendations brought forth. She said she was willing to meet with the Fire Chiefs and Commissioners to listen to any ideas they may have.

The next public informational meeting will be held on Monday, January 27, 2014, at 6:00 p.m. in the Commissioners' Hearing Room.

IV. CONSENT AGENDA FOR MONDAY, DECEMBER 9, 2013 (items 1 through 36):

A motion was made by Commissioner Dahlstedt to approve the Consent Agenda items 1 through 36, Ratification Agenda items 37 and 38, vouchers and warrants for Monday, December 9, 2013. Consent Agenda item number 6 was approved with an amendment to remove the funding of \$36,000 from SCCEDA. Chair Dillon seconded the motion.

The vote passed unanimously. Commissioner Ron Wesen's absence was excused

a) COMMISSIONERS:

1. Record of the Proceedings for Monday, December 2, 2013. **(Approved)**
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. **(Resolution No. R20130359)**

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. **(Contract No. C20130488)**
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. **(Contract No. C20130489)**

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. **(Resolution No. R20130360)**
6. Resolution awarding Hotel/Motel Tax Funds for 2014. **(Resolution No. R20130361)**

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. **(Contract No. C20130490)**

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. **(Amendment No. A20130142)**
9. Resolution authorizing the allocation of Millage Developmental Disabilities funds for 2014. **(Resolution No. R20130362)**

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. **(Amendment No. A20130143)**
  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. **(Contract No. C20130491)**
  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. **(Contract No. C20130492)**
  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. **(Contract No. C20130493)**
  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. **(Contract No. C20130494)**
  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. **(Contract No. C20130495)**
- 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. **(Amendment No. A20130144)**
  17. Resolution electing to receive National Forest Related Safety-Net Payments under PL 106-393 for FY 2013-2014. **(Resolution No. R20130363)**
  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. **(Contract No. C20130496)**

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. **(Contract No. C20130497)**
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. **(Contract No. C20130498)**
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. **(Contract No. C20130499)**
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. **(Contract No. C20130500)**
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. **(Contract No. C20130501)**
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. **(Contract No. C20130502)**

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. **(Contract No. C20130503)**
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. **(Contract No. C20130504)**

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. **(Contract No. C20130505)**

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. **(Contract No. C20130506)**
- 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. **(Contract No. C20130507)**
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. **(Contract No. C20130508)**
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. **(Contract No. C20130509)**
- 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. **(Amendment No. A20130145)**
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. **(Contract No. C20130510)**
- 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. **(Contract No. C20130511)**
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. **(Contract No. C20130512)**
- 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. **(Amendment No. A20130146)**

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. **(Resolution No. R20130364)**
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. **(Contract No. C20130513)**

VI. 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) ACH Transfer Request Form and Certification to Delta Dental from Clearing Fund 696 in the total dollar amount of \$45,767.82 (Transmittal No. C-149-13); and
  - b) ACH Transfer Request Form and Certification to Trusteed Plans Service Corporation from Clearing Fund 696 in the total dollar amount of \$238,834.77 (Transmittal No. C-150-13); and
  - c) ACH Transfer Request Form and Certification to Trusteed Plans Service Corporation from Clearing Fund 696 in the total dollar amount of \$100,542.53 (Transmittal No. C-151-13); and
  - d) Warrants numbered 394184 through 394633 from Clearing Fund 696 in the total dollar amount of \$1,335,226.25 (Transmittal No. C-152-13); and
  - e) Warrants numbered 394634 through 394702 from Clearing Fund 696 in the total dollar amount of \$144,852.45 (Transmittal No. C-153-13); and
  - f) Payroll warrants numbered 324673 through 325356 in the total dollar amount of \$1,100,846.38 (Transmittal No. P-46-13); and
  - g) Junior District Payroll warrants numbered 803570 through 803825 in the total dollar amount of \$303,391.67 (Transmittal No. P-47-13).

VII. ADJOURNMENT:

Chair Dillon adjourned the proceedings at 7:08 p.m.

**BOARD OF COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

---

Sharon D. Dillon, Chair

---

Ron Wesen, Commissioner

---

Kenneth A. Dahlstedt, Commissioner

ATTEST:

---

Clerk of the Board