

**RECORD OF THE PROCEEDINGS  
SKAGIT COUNTY BOARD OF COMMISSIONERS  
MONDAY, MARCH 31, 2014**

The Skagit County Board of Commissioners met in regular session on Monday, March 31, 2014, with Chair Ron Wesen, Commissioner Kenneth A. Dahlstedt, and Commissioner Sharon D. Dillon present.

**I. CALL TO ORDER:**

Chair Wesen called the proceedings to order at 10:30 a.m.

**II. PLEDGE OF ALLEGIANCE:**

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

**III. AGENDA:**

- a) \*9:00 a.m. - 10:30 a.m. Briefing - County Commissioners/County Administrator
- b) \*10:30 a.m. - 11:30 a.m. Presentation/Proposal: Leased Development of a Jail Facility

Attorney Rob McKenna with Orrick, Herrington & Sutcliffe, LLP, spoke about the concept of designing, building, and leasing-back a jail facility to Skagit County to replace the current jail. He indicated that if the County entered into a contract with the developer, the County would make lease payments to purchase the facility over a thirty (30) year period and that at the end of the thirty (30) year lease period, the County would own the facility. Mr. McKenna introduced Tim Deters, President of NAC Development Company.

Mr. Deters discussed some advantages of private bond financing versus public sector bond financing. He noted that the proposal to design a lease-back jail facility had been presented to the County in March 2013. He said that from a cost standpoint, the County should not limit itself to only considering the two (2) jail sites; Alf Christensen Seed and the Truck City site. He said that it was important to determine whether the County should investigate other building sites for the new jail.

There was a discussion about the amount of work that had already been done to narrow down building the jail on one (1) of the two (2) potential sites and whether that work would be need to be done again if other buildings sites were identified.

Mr. Deters noted that his team had not been able to obtain all the necessary information to accurately determine how much it would cost to build the jail. He said that the advantage to the County of the lease-back concept would be that the developer would be 100% responsible for all cost overruns, all risk, financing and insuring that the project was completed on time and on budget. He mentioned that a key component of the proposal would be to hire as many local people as possible.

Commissioner Dahlstedt pointed out that the County had received legal advice and in accordance with the applicable Revised Code of Washington (RCW 36.34.180), that the County did not have the authority to enter into a long-term lease agreement for the jail. He addressed his concerns with the two (2) existing sites being considered.

Chief Deputy Civil Prosecuting Attorney Will Honea stated that the County had received conflicting opinions about whether the County could enter into a long-term lease and that the County would be seeking a third-party legal opinion before making any decisions. Mr. McKenna said that the intention of the lease-back proposal was for the developer to own the land and that, in his opinion, if the County did not own the land, they could enter into a long-term lease with the developer.

Mr. Deters offered to come back before the Board of County Commissioners to discuss the project timeline and to introduce the Commissioners to his development team. City of Mount Vernon Council Member Dale Regan asked if the building were privately owned, would it remain on the property tax rolls. Mr. Deters confirmed that it would. Sheriff Will Reichardt asked about expediting the permitting process and whether the alternate sites that Mr. Deters had located were in the Mount Vernon area. City of Sedro-Woolley Attorney Eron Berg asked if there was be a way to shorten the design and building process, and discussed private bond financing versus public bond financing.

County Administrator Tim Holloran pointed out that the County had done its due diligence to clean up on the Truck City site. He noted that he would provide Mr. Deters with any information that he required.

The Commissioners thanked Mr. McKenna and Mr. Deters for the presentation.

No action was taken to arrange a follow-up meeting with Mr. Deters and his team.

- c) 1:30 p.m. - 2:00 p.m. Consent Agenda, Vouchers, Warrants and Miscellaneous Items
- d) \*2:00 p.m. - 4:00 p.m. Executive Session (None Scheduled as of the Date of this Notice)

Chair Ron Wesen, Commissioner Ken Dahlstedt, and Commissioner Sharon Dillon attended an executive session on Thursday, April 3, 2014, from 3:02 p.m. to 4:27 p.m. the purpose was Real Estate Acquisition - RCW 42.30.110(1) (b). (Matters relating to real estate acquisition or lease where public knowledge would cause a likelihood of increased price.) Other attendees: Prosecutor Rich Weyrich; Chief Civil Deputy Prosecuting Attorney Will Honea; County Administrator Tim Holloran; Contractor Marc Estvold; Susan Musselman, SDM Advisors, Inc. (via teleconference); Superior Court Judge Michael Rickert; District Court Judge David Svaren; Sheriff Will Reichardt; Planning and Development Services Director Dale Pernula; Senior Planner Brandon Black; and Deputy Civil Prosecuting Attorney Ryan Walters.

#### IV. CONSENT AGENDA FOR MONDAY, MARCH 31, 2014 (items 1 through 39):

A motion was made by Commissioner Dillon to approve Consent Agenda items 1 through 39, Ratification Agenda items 40 through 45, vouchers and warrants for Monday, March 31, 2014. Commissioner Dahlstedt seconded the motion.

The vote passed unanimously.

##### a) COMMISSIONERS:

1. Record of the Proceedings for Monday, March 24, 2014. **(Approved)**
2. Record of the Proceedings for Tuesday, March 25, 2014. **(Approved)**

##### b) ADMINISTRATIVE SERVICES:

3. Amendment No. 1 to Personal Services Agreement No. C20130530 with Materials Testing &

Consulting, Inc. to provide Phase II Environmental Evaluation Services associated with two (2) potential sites for the Skagit County Jail. The purpose of this amendment is to increase compensation by \$13,500 for additional boring and testing as a result of contamination discovered in the work authorized by the original Agreement. The new compensation amount shall not exceed \$44,215. All other terms and conditions of the original Agreement shall remain in effect including the termination date of December 31, 2015. **(Amendment No. A20140028)**

4. Amendment No. 1 to Personal Services Agreement No. C20130531 with Argus Pacific Inc. to conduct asbestos assessments, lead sampling, assessment for additional regulated building materials and submission of written reports of findings associated with two (2) potential sites for the Skagit County Jail. The purpose of this amendment is to increase compensation by \$3,500 in order to hire an additional inspector due to unanticipated safety conditions at the site. The new compensation amount shall not exceed \$15,350. All other terms and conditions of the original Agreement shall remain in effect including the termination date of December 31, 2015. **(Amendment No. A20140029)**
5. Amendment No. 1 to Personal Services Agreement No. C20130513 with Semrau Engineering & Surveying, PLLC to evaluate the differences in utility installation costs associated with two (2) potential sites for the new Skagit County jail. The purpose of this Amendment is to increase compensation by \$5,500 for an additional site survey to locate building and physical features near proposed lines including writing legal descriptions and preparing maps. The new compensation amount shall not exceed \$25,500. All other terms and conditions of the original Agreement shall remain in effect including the termination date of December 31, 2015. **(Amendment No. A20140030)**

c) AUDITOR:

6. Grant Administration Agreement No. H98210-13-1-0011 between King County Elections, Chelan County Auditor's Office, Clallam County Auditor's Office, Skagit County Auditor's Office, Skamania County Auditor's Office, San Juan County Auditor's Office, and Whatcom County Auditor's Office to establish a process to cooperate on the administration of a grant from the Federal Voting Administration Program (FVAP) and provide system enhancements to improve the ability for overseas and service voters to participate in elections. The Agreement shall take effect following its execution by all parties and shall expire at the end of 2018. **(Contract No. C20140132)**

d) BUDGET AND FINANCE:

7. Funding Agreement with Skagit County Chamber Executive Directors Association (SCCEDA), which awards \$36,000 in Lodging Tax funds to support marketing and advertising as authorized by Resolution No. R20140093. The Agreement commenced on January 1, 2014, and shall continue until December 31, 2014. **(Contract No. C20140133)**

e) COMMUNITY SERVICES:

8. Amendment No. 1 to Personal Services Agreement No. C20130493 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 purpose of this Amendment is to authorize "Terms of Amendment" Exhibit "C" to authorize Case Management Fees. All other terms and conditions of the original Agreement shall remain in effect including the termination date of December 31, 2014, and the compensation amount. **(Amendment No. A20140031)**

f) FACILITIES MANAGEMENT:

9. Amendment No. 1 to Vendor Services Agreement No. C20120585 with Lyndale Glass. The purpose of this Amendment is to increase compensation by \$400 due to the need to replace broken insulated glass with new tempered insulated glass at the Larry E. Moller Public Safety Building. The new compensation amount shall not exceed \$2,500. All other terms and conditions of the original Agreement shall remain in effect including the termination date of

December 25, 2014. **(Amendment No A20140032)**

g) NOXIOUS WEEDS:

10. Interlocal Cooperative Agreement with the Samish Indian Nation regarding knotweed control in the Samish River watershed. The Agreement shall commence on June 1, 2014, and continue until October 31, 2014. Compensation shall not exceed \$17,500. **(Contract No. C20140134)**

h) PUBLIC WORKS:

11. Resolution amending Resolution No. R20130217 to appoint two new members; Ric Boge and Liz Lovelett to the Skagit County Marine Resources Committee. **(Resolution No. R20140098)**
12. Quit Claim Deed 1 of 13, No. IC#1-29-04310, with the State of Washington Department of Transportation (Grantor) for the transfer of real property known as "Unopened State Route 536 Right-of-Way" pursuant to RCW 47.12.063. **(Contract No. C20140135)**
13. Quit Claim Deed 2 of 13, No. IC#1-29-04305, with the State of Washington Department of Transportation (Grantor) for the transfer of real property known as "Unopened State Route 536 Right-of-Way" pursuant to RCW 47.12.063. **(Contract No. C20140136)**
14. Quit Claim Deed 3 of 13, No. IC#1-29-04295, with the State of Washington Department of Transportation (Grantor) for the transfer of real property known as "Unopened State Route 536 Right-of-Way" pursuant to RCW 47.12.063. **(Contract No. C20140137)**
15. Quit Claim Deed 4 of 13, No. IC#1-29-04307, with the State of Washington Department of Transportation (Grantor) for the transfer of real property known as "Unopened State Route 536 Right-of-Way" pursuant to RCW 47.12.063. **(Contract No. C20140138)**
16. Quit Claim Deed 5 of 13, No. IC#1-29-09561, with the State of Washington Department of Transportation (Grantor) for the transfer of real property known as "Unopened State Route 536 Right-of-Way" pursuant to RCW 47.12.063. **(Contract No. C20140139)**
17. Quit Claim Deed 6 of 13, No. IC#1-29-08336, with the State of Washington Department of Transportation (Grantor) for the transfer of real property known as "Unopened State Route 536 Right-of-Way" pursuant to RCW 47.12.063. **(Contract No. C20140140)**
18. Quit Claim Deed 7 of 13, No. IC#1-29-04287, with the State of Washington Department of Transportation (Grantor) for the transfer of real property known as "Unopened State Route 536 Right-of-Way" pursuant to RCW 47.12.063. **(Contract No. C20140141)**
19. Quit Claim Deed 8 of 13, No. IC#1-29-04328, with the State of Washington Department of Transportation (Grantor) for the transfer of real property known as "Unopened State Route 536 Right-of-Way" pursuant to RCW 47.12.063. **(Contract No. C20140142)**
20. Quit Claim Deed 9 of 13, No. IC#1-29-04284, with the State of Washington Department of Transportation (Grantor) for the transfer of real property known as "Unopened State Route 536 Right-of-Way" pursuant to RCW 47.12.063. **(Contract No. C20140143)**
21. Quit Claim Deed 10 of 13, No. IC#1-29-04313, and 1-29-08268, with the State of Washington Department of Transportation (Grantor) for the transfer of real property known as "Unopened State Route 536 Right-of-Way" pursuant to RCW 47.12.063. **(Contract No. C20140144)**
22. Quit Claim Deed 11 of 13, No. IC#1-29-08368, with the State of Washington Department of Transportation (Grantor) for the transfer of real property known as "Unopened State Route 536 Right-of-Way" pursuant to RCW 47.12.063. **(Contract No. C20140145)**
23. Quit Claim Deed 12 of 13, No. IC#1-29-09524, with the State of Washington Department of Transportation (Grantor) for the transfer of real property known as "Unopened State Route 536 Right-of-Way" pursuant to RCW 47.12.063. **(Contract No. C20140146)**

24. Quit Claim Deed 13 of 13, No. IC#1-29-04293, with the State of Washington Department of Transportation (Grantor) for the transfer of real property known as "Unopened State Route 536 Right-of-Way" pursuant to RCW 47.12.063. **(Contract No. C20140147)**
25. Vendor Services Agreement with Louis Auto/Residential Glass, Inc. to install energy efficient windows at the Skagit County Sign Shop building in Burlington. The Agreement shall commence on the date of execution and continue for one year. Compensation shall not exceed \$5,000. **(Contract No. C20140148)**
26. Vendor Services Agreement with Birch Equipment Co., Inc. to provide equipment rental for various projects. The Agreement shall commence on the date of execution and continue until March 31, 2015. Compensation shall not exceed \$50,000. **(Contract No. C20140149)**
27. Vendor Services Agreement with McAsphalt Industries Limited to provide road maintenance materials for chip sealing and other activities to maintain roads and right-of-ways. The Agreement shall commence on the date of execution and continue for one year. Compensation shall not exceed \$1,500,000. **(Contract No. C20140150)**
28. Vendor Services Agreement with Ericksen & Svendsen Inc. to provide gravel products to be used for road maintenance. The Agreement shall commence on the date of execution and continue for one year. Compensation shall not exceed \$50,000. **(Contract No. C20140151)**
29. Vendor Services Agreement with Skagit Aggregates LLC dba Day Creek Sand and Gravel to provide gravel products to be used for road maintenance. The Agreement shall commence on the date of execution and continue for one year. Compensation shall not exceed \$50,000. **(Contract No. C20140152)**
30. Vendor Services Agreement with Martin Marietta Materials to provide gravel and rock products to be used for road maintenance. The Agreement shall commence on the date of execution and continue for one year. Compensation shall not exceed \$250,000. **(Contract No. C20140153)**
31. Vendor Services Agreement with Lakeside Industries to provide gravel, rock, specialty and mixed asphalt products for road maintenance. The Agreement shall commence on the date of execution and shall continue for one year. Compensation shall not exceed \$1,000,000. **(Contract No. C20140154)**
32. Vendor Services Agreement with Green Crow Corp dba Green Crow Rock Products to provide gravel products for road maintenance. The Agreement shall commence on the date of execution and shall continue for one year. Compensation shall not exceed \$50,000. **(Contract No. C20140155)**
33. Vendor Services Agreement with Harris Electric, Inc. for the purchase and installation of marine radars and equipment for the M/V Guemes. The Agreement shall commence on the date of execution and continue for one year. Compensation shall not exceed \$26,821. **(Contract No. C20140156)**
34. Vendor Services Agreement with LB&R Logging/Casey's Pit to provide gravel and rock products for road maintenance. The Agreement shall commence on the date of execution and continue for one year. Compensation shall not exceed \$100,000. **(Contract No. C20140157)**
35. Vendor Services Agreement with Roadwise, Inc. to provide road salt products for chip sealing and road maintenance. The Agreement shall commence on the date of execution and continue for one year. Compensation shall not exceed \$100,000. **(Contract No. C20140158)**
36. Vendor Services Agreement with Hilfiker Retaining Walls to provide slope stabilization products. The Agreement shall commence on the date of execution and continue for one year. Compensation shall not exceed \$50,000. **(Contract No. C20140159)**

i) RISK MANAGEMENT:

37. Personal Services Agreement with Global Diving and Salvage, Inc. to provide eight (8) hours of Hazardous Waste Operations and Emergency Response (HAZWOPER) Operations Level Coast Guard Training for maritime employees. The Agreement shall commence on the date of execution and continue until December 31, 2014. Compensation for each class shall not exceed \$1,500 for a total contract compensation amount not to exceed \$5,000. **(Contract No. C20140160)**

j) SHERIFF:

38. Amendment No. 2 to Agreement No. C20130359 with the Pacific Region Organized Crime Drug Enforcement Task Forces (OCDETF) and Skagit County Interlocal Drug Enforcement Unit (SCIDEU) for the purpose of receiving reimbursable costs incurred by SCIDEU in providing resources to joint operations/task forces. The purpose of this Amendment is to decrease compensation to Skagit County by \$1,000 for a new compensation amount not to exceed \$4,750. All other terms and conditions of the original Agreement and subsequent Amendment shall remain in effect including the Agreement term date of September 30, 2014. **(Amendment No. A20140033)**
39. Agreement for Medical Services with Skagit County Public Hospital District No. 1 to provide medical services under state law for persons in custody of Skagit County Sheriff or his deputies. The Agreement shall commence on the date of execution and continue until terminated. Compensation shall be 55% of standard billed charges for medical benefits. Compensation for outpatient prescription drug shall be provided at negotiated rates. **(Contract No. C20140161)**

V. RATIFICATION AGENDA (items 40 through 45)

k) COMMUNITY SERVICES:

40. Resolution authorizing the ratification of an Interlocal Cooperative Agreement with the City of Mount Vernon for the provision of administrative and professional care services to senior citizens. The City of Mount Vernon experienced administrative delays in finalizing the Agreement and it was important to continue to provide these crucial services to Skagit County residents. **(Resolution No. R20140099)**
41. Interlocal Cooperative Agreement with the City of Mount Vernon for the provision of administrative and professional care services to senior citizens. The Agreement commenced on January 1, 2014, and shall continue until December 31, 2014. Compensation to Skagit County shall not exceed \$53,856. **(Contract No. C20140162)**

l) INFORMATION SERVICES:

42. Resolution authorizing the execution of an Interlocal Technology Services Agreement with the City of Burlington to provide public safety technology services to the City. A signed Agreement was only recently received from the City due to the time required to negotiate the terms and conditions. **(Resolution No. R20140100)**
43. Interlocal Technology Services Agreement with the City of Burlington to provide public safety technology services to the City. The Agreement commenced on January 1, 2014, and shall continue until December 31, 2016. Skagit County shall invoice the City on a quarterly basis based on a service for compensation fee schedule. **(Contract No. C20140163)**

m) SHERIFF:

44. Resolution authorizing the ratification of Amendment No. 1 to Personal Services Agreement No. C20100515 with Public Safety Selection, PC to provide psychological examinations for potential and existing employees of the Skagit County Sheriff's Office. A signed Amendment was only recently received from the Contractor due to the misplacement of the original. **(Resolution No. R20140101)**
45. Amendment No. 1 to Personal Services Agreement No. C20100515 with Public Safety Selection,

PC to provide psychological examinations for potential and existing employees of the Skagit County Sheriff's Office. The purpose of this Amendment is to increase the fee for psychological exams from \$350 to \$375 per exam, effective January 1, 2014. All other terms and conditions of the original Agreement shall remain in effect including the termination date of December 31, 2015. **(Amendment No. A20140034)**

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 Trusteed Plans Service Corporation from Clearing Fund 696 in the total dollar amount of \$73,473.59 (Transmittal No. C-41-14); and
  - b) Warrants numbered 400778 through 400943 from Clearing Fund 696 in the total dollar amount of \$5,519,015.38 (Transmittal No. C-43-14); and
  - c) Warrants numbered 400944 through 400944 from Clearing Fund 696 in the total dollar amount of \$285,540.88 (Transmittal No. C-44-14); and
  - d) ACH Transfer Request Form and Certification to Delta Dental from Clearing Fund 696 in the total dollar amount of \$60,792.77 (Transmittal No. C-45-14); and
  - e) ACH Transfer Request Form and Certification to Trusteed Plans Service Corporation from Clearing Fund 696 in the total dollar amount of \$73,871.01 (Transmittal No. C-46-14).

VII. MISCELLANEOUS:

1. Rebecca Clark, Public Health and Community Services Mental Health Program Coordinator, presented Amendment No. 1 to Personal Services Agreement No. C20130440 with Pioneer Human Services. The Amendment extends the contract end date to June 30, 2014 and increases compensation from \$36,000 to \$54,000. All other terms and conditions of the original Agreement shall remain in effect.

A motion was made by Commissioner Dahlstedt to approve Amendment No. 1 to Personal Services Agreement No. C20130440 with Pioneer Human Services to extend the contract end date to June 30, 2014 and increases compensation from \$36,000 to \$54,000. **(Amendment No. A20140035)** Commissioner Dillon seconded the motion.  
The vote passed unanimously.

2. Mark Watkinson, Department of Emergency Management Interim Director, presented a resolution authorizing the ratification of Amendment No. 1 to Personal Services Agreement No. C20100515 with Public Safety Selection, PC to provide psychological examinations for potential and existing employees of the Skagit County Sheriff's Office. A signed Amendment was only recently received from the Contractor due to the misplacement of the original; and

A motion was made by Commissioner Dillon to approve a Resolution authorizing the ratification of Amendment No. 1 to Personal Services Agreement No. C20100515 with Public Safety Selection, PC to provide psychological examinations for potential and existing employees of the Skagit County Sheriff's Office. **(Resolution No. R20140101)**; and Commissioner Dahlstedt seconded the motion.  
The vote passed unanimously.

3. Amendment No. 1 to Contract No. C20140081 between Skagit County and the Washington State Military Department Homeland Security and Emergency Management, Grant Agreement No. E14-188. The amendment extends the end date from March 31, 2014 to April 30, 2014 and revises Work Plan (Exhibit C) and Milestones (Exhibit D). No other changes are required; therefore, all other terms and conditions of the original grant shall remain in effect.

A motion was made by Commissioner Dillon to approve Amendment No. 1 to Contract No. C20140081 between Skagit County and the Washington State Military Department Homeland Security and Emergency Management, Grant Agreement No. E14-188. The amendment extends the end date from March 31, 2014 to April 30, 2014 and revises Work Plan (Exhibit C) and Milestones (Exhibit D). **(Amendment No. A20140036)** Commissioner Dahlstedt seconded the motion. The vote passed unanimously.

VIII. ADJOURNMENT:

Chair Wesen adjourned the proceedings at 1:42 p.m.

**BOARD OF COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

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Ron Wesen, Chair

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Kenneth A. Dahlstedt, Commissioner

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Sharon D. Dillon, Commissioner

ATTEST:

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Clerk of the Board