

**RECORD OF THE PROCEEDINGS
SKAGIT COUNTY BOARD OF COMMISSIONERS
MONDAY, JUNE 16, 2014**

The Skagit County Board of Commissioners met in regular session on Monday, June 16, 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 1:30 p.m.

II. PLEDGE OF ALLEGIANCE:

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

III. AGENDA:

- a) *9:00 a.m. - 10:00 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)

No Executive Sessions were scheduled for Monday, June 16, 2014.

IV. CONSENT AGENDA FOR MONDAY, JUNE 16, 2014 (items 1 through 30):

A motion was made by Commissioner Dillon to approve the Consent Agenda items 1 through 30, Ratification Agenda items 31 through 36, vouchers and warrants for Monday, June 16, 2014. Commissioner Dahlstedt seconded the motion.

The vote passed unanimously.

a) COMMISSIONERS:

- 1. Record of the Proceedings for Tuesday, June 3, 2014. **(Approved)**
- 2. Record of the Proceedings for Monday, June 9, 2014. **(Approved)**
- 3. Record of the Proceedings for Tuesday, June 10, 2014. **(Approved)**

b) ADMINISTRATIVE SERVICES:

- 4. Personal Services Agreement with Harmsen & Associates, Inc. to perform an American Land Title Association (ALTC)/American Congress on Surveying and Mapping (ACSM) Land Title Survey of the Truck City/Suzanne Lane jail site. The Agreement shall commence on the date of execution and continue until December 31, 2014. Compensation shall not exceed \$23,000. **(Contract No. C20140268)**

5. AIA Document B103 - 2007 Standard of Agreement with DLR Group for the design and construction management of the new Skagit County Jail facility. The Agreement shall commence on the date of execution and shall continue until the Substantial Completion date of February 1, 2017. Compensation shall not exceed \$3,555,768 and is based on a stipulated fee schedule. **(Contract No. C20140269)**
 6. Personal Services Agreement with Materials Testing & Consulting, Inc., to provide geotechnical engineering and consulting services for the new Skagit County Jail. The services will be performed at the Truck City site located at 3228 Old Highway 99 South in Mount Vernon. The Agreement shall commence on the date of execution and shall continue for one year. Compensation shall not exceed \$34,955. **(Contract No. C20140270)**
- c) BUDGET AND FINANCE:
7. Resolution setting statutory dates for the Fiscal Year (FY) 2015 Skagit County budget schedule. **(Resolution No. R20140178)**
- d) COMMUNITY SERVICES:
8. Amendment No. 2 to Personal Services Agreement No. C20130296 with Washington Vocational Services to provide Pathways to Employment and Community Access services to eligible individuals with developmental disabilities. The original Agreement commenced on July 1, 2013, and shall continue until June 30, 2014. The purpose of this Amendment is to increase compensation by \$27,980 for a new compensation amount not to exceed \$371,968 due to the need to provide additional services to clients. Compensation is funded by the Department of Social and Health Services, Division of Developmental Disabilities (DSHS-DDD). All other terms and conditions of the original Agreement and subsequent shall remain in effect. **(Amendment No. A20140076)**
 9. Personal Services Agreement with Rehabco to provide Pathways to Employment and Community Access services to eligible individuals with development disabilities. The Agreement shall commence on July 1, 2014, and shall continue until June 30, 2015. Compensation shall not exceed \$153,408 and is funded by the Department of Social and Health Services, Division of Developmental Disabilities (DSHS-DDD). **(Contract No. C20140271)**
 10. Personal Services Agreement with Service Alternatives, Inc. to provide Pathways to Employment and Community Access services to eligible individuals with developmental disabilities. The Agreement shall commence on July 1, 2014, and shall continue until June 30, 2015. Compensation shall not exceed \$45,500 and is funded by the Department of Social and Health Services, Division of Developmental Disabilities (DSHS-DDD). **(Contract No. C20140272)**
 11. Community Development Block Grant (CDBG) Program Public Services Grant with the Washington State Department of Commerce Contract No. 14-65400-012 and the U.S. Department of Housing and Urban Development (HUD) to provide public services through Community Action of Skagit County to low and moderate income persons in East Skagit County. The Agreement shall commence on July 1, 2014, and shall continue until June 30, 2015. Compensation to Skagit County shall not exceed \$57,236. **(Contract No.**

C20140273)

12. Interlocal Cooperative Agreement with Whatcom County (Contract No. 201405013) to ensure that eligible clients of the Development Disabilities Administration have access to qualified vocational providers to provide services to clients who reside in one county but seek employment in adjoining county. The Agreement shall commence on July 1, 2014, and shall continue until June 30, 2015. Compensation shall not exceed \$20,000 and is funded by the Department of Social and Health Services, Aging and Disability Service Administration, Division of Developmental Disabilities. **(Contract No. C20140274)**

e) FACILITIES MANAGEMENT:

13. Resolution calling for bids for the update of the sound system in the existing Superior Court courtrooms in the Skagit County Courthouse, located at 205 W. Kincaid in Mount Vernon. The bid opening is scheduled to take place on Monday, July 14, 2014, at 2:15 p.m. or as soon thereafter as possible. **(Resolution No. R20140179)**
14. Amendment No. 1 to Vendor Services Agreement No. C20140107 with Culligan Northwest to provide thirteen (13) water dispensers and weekly bottled water delivery at the Skagit County Courthouse Complex. The purpose of this Amendment is to change the term of the Agreement from one (1) year to two (2) years. The new term of the Agreement is from April 1, 2014, to March 31, 2016. Compensation remains unchanged at an amount not to exceed \$9,600. **(Amendment No. A20140077)**

f) FACILITIES MANAGEMENT:

15. Vendor Services Agreement with Generator Services NW, LLC to provide annual and/or semi-annual generator maintenance services for various generators located at 1800 Continental Place, 700 S. 2nd Street, 600 S. 3rd Street, and 2911 E. College Way in Mount Vernon. The Agreement shall commence on the date of execution and shall continue for two (2) years with an option to renew for one additional year. Compensation shall not exceed \$10,920 for the two year term based on an hourly rate fee schedule. **(Contract No. C20140275)**

g) GEOGRAPHIC INFORMATION SERVICES:

16. Tier 3 Partnership Agreement with Skagit Fisheries Enhancement Group to allow the sharing of the 2013 Pictometry orthographic aerial photography images with organizations outside the existing Skagit County-Pictometry partnership. Tier 3 partners pay \$400 to recover some of the costs of the project, paid by all Skagit partners. The Agreement shall commence on the date of execution and shall continue for as long as the contractor possesses the orthographic images. Compensation to Skagit County shall not exceed \$400. **(Contract No. C20140276)**

h) INFORMATION SERVICES:

17. License-Hosted Case Management Service License Agreement with Probatum Technologies, Inc. for software license and support of the Probatum Case Manager system operated by the Skagit County's Adult Probation Department. The Agreement shall commence on the date of execution and shall continue until terminated. Subscription license fees for seven (7) user

licenses shall not exceed \$3,360, plus applicable taxes per year. **(Contract No. C20140277)**

18. Microsoft Volume Licensing Renewal to provide Software Assurance Membership licenses to Skagit County. The Agreement shall commence on the date of execution and shall continue until terminated. Estimated compensation shall not exceed \$79,510.63 for three years. **(Contract No. C20140278)**
 19. Personal Services Agreement with True Automation to assist with the move of the Property Assessment and Collection System (PACS) database to a new server as part of a hardware refresh plan. The Agreement shall commence on the date of execution and shall continue until December 31, 2014. Compensation shall not exceed \$1,800, based on an hourly fee schedule. **(Contract No. C20140279)**
 20. Resolution authorizing the sole source procurement for Spillman Technology Public Safety System Software upgrade to purchase the Hiplink Filter Module that will be incorporated into the Hiplink alphanumeric paging service. **(Resolution No. R20140180)**
 21. Addendum No. 15 to Contract No. 00484 with Spillman Technologies to provide license for the Hiplink Filter Module to Skagit County for installation into the Hiplink server to support the alphanumeric paging system, and to provide ongoing support services for the Hiplink Filter Module to include annual upgrades, patches and software support. This Amendment increases compensation by \$5,661 plus applicable taxes for 2014. Service maintenance shall commence in 2015 for a cost of \$977 per year. The new estimated compensation amount shall not exceed \$819,706 for the year 2014. All other terms and conditions of the original Agreement and subsequent Amendments shall remain in effect. **(Amendment No. A20140078)**
- i) **PARKS, RECREATION, AND FAIRGROUNDS:**
22. Interlocal Cooperative Agreement with Washington State Department of Natural Resources (DNR) regarding Harry Osborne State Forest access to Cascade Trail to allow the public access from DNR property to the Cascade Trail and from the Cascade Trail to DNR property. The Agreement shall commence on the date of execution and shall continue for five (5) years, and will automatically be renewed for an additional successive five (5) years. There is no compensation associated with this Agreement. **(Contract No. C20140280)**
 23. Lease Agreement with Gary Knaus, Jr. dba Doran Farms to remove the hay (approximately 59.5 acres) at Northern State Recreation Area. The Agreement shall commence on the date of execution and continue until September 30, 2023. Lessee shall pay \$750 per year to Skagit County as rent for the use of the leased property. **(Contract No. C20140281)**
- j) **PUBLIC WORKS:**
24. Resolution calling for a public hearing to consider testimony regarding a Franchise Agreement for Astound Broadband, LLC. The public hearing is scheduled to take place on Tuesday, July 8, 2014, at 8:30 a.m., or as shortly thereafter as possible. **(Resolution No. R20140181)**

25. Vendor Services Agreement with Veca Electrical Company, Inc. to provide electrical repair and maintenance service at the Guemes Island Ferry, Solid Waste, and Operations facilities. The Agreement shall commence on the date of execution and shall continue for two (2) years with an option to extend for up to one (1) successive period of two (2) years. Compensation for the two (2) year period shall not exceed \$100,000 as stipulated in the fee and material schedule. **(Contract No. C20140282)**
26. Personal Services Agreement with James G. Murphy, Inc. to provide auction and transportation services for Skagit County surplus vehicles and equipment. The Agreement shall commence on the date of execution and continue for one year. Skagit County will compensate James G. Murphy, Inc. a 10% commission of the gross auction sales. **(Contract No. C20140283)**
27. Personal Services Agreement with Speedy Automated Mailers, Inc. to print and distribute educational materials to residents of the Samish River watershed. The Agreement shall commence on the date of execution and continue until June 1, 2015. Compensation shall not exceed \$10,000 and is based on a fee schedule. **(Contract No. C20140284)**

k) RISK MANAGEMENT:

28. Personal Services Agreement with Overton Safety Training, Inc. to provide Aerial/Scissor Lift training which meets state and federal requirements for various Public Works and Parks Department employees. The Agreement shall commence on the date of execution and continue until December 31, 2014. Compensation shall not exceed \$5,000 and is based on a fee schedule. **(Contract No. C20140285)**

l) TREASURER:

29. Resolution authorizing and acknowledging the investment of monies in the Local Government Investment Pool for the contribution and withdrawal of money by an authorized governmental entity for the purposes of investment by the Office of the State Treasurer. **(Resolution No. R20140182)**
30. Amendment No. 3 to Vendor Services Agreement No. C20100068 with Technology Unlimited, Inc. to provide image payment processing equipment, software and training. The purpose of this Amendment to add additional General Ledger (GL) Code, pay for the procurement of Windows required scanner, and to pay for the license fee. This Amendment increases compensation by \$35,000 for a new compensation amount to exceed \$75,000. The original Contract commenced on February 22, 2010, and shall continue until terminated. All other terms and conditions of the original Agreement subsequent Amendments shall remain in effect. **(Amendment No. A20140079)**

V. RATIFICATION AGENDA (items 31 through 36):

m) PROSECUTING ATTORNEY:

31. Resolution authorizing the ratification of a Personal Services Agreement with Deborah McGrath to provide for the operation and maintenance of Damion, the in-house criminal database system, technical training and support services in the use of Laserfiche for e-discovery workflow and archiving purposes. A signed Agreement was not able to be executed prior to the commencement of services due to the uncertainty of the Contractor's

availability and the immediacy of the necessity of data input. **(Resolution No. R20140183)**

32. Personal Services Agreement with Deborah McGrath to provide for the operation and maintenance of Damion, the in-house criminal database system, technical training and support services in the use of Laserfiche for e-discovery workflow and archiving purposes. The Agreement commenced on May 1, 2014, and shall continue until December 31, 2014. Compensation shall not exceed \$3,000 and is based on an hourly fee schedule. **(Contract No. C20140286)**
33. Resolution authorizing the ratification of a Personal Services Agreement with Julie De Haan to provide expert witness documentation, accounting summary, and testimony related to forensic accounting for the prosecution in the case of the State of Washington vs. Rosemary Kamb, Skagit County Court Cause No. 13-1-01064-2. A signed Agreement was not able to be executed prior to the commencement of services due to the immediacy of the trial date and the need to preview the exhibits. **(Resolution No. R20140184)**
34. Personal Services Agreement with Julia De Haan to provide expert witness documentation, accounting summary, and testimony related to forensic accounting for the prosecution in the case of the State of Washington vs. Rosemary Kamb, Skagit County Court Cause No. 13-1-01064-2. The Agreement commenced on April 28, 2014, and shall continue until December 31, 2014. Compensation shall not exceed \$5,000. **(Contract No. C20140287)**

n) SHERIFF:

35. Resolution authorizing the ratification of a Memorandum of Understanding (MOU) with Public Hospital District #304 (UGH) through the Community Health Outreach Programs, for the purpose of executing the Law Enforcement Partnership Initiative Grant to implement strategies and activities to reduce underage drinking. A signed MOU was only recently received due to delays in UGH receiving the fully signed agreements from the Washington State Department of Social and Health Services. **(Resolution No. R20140185)**
36. Memorandum of Understanding (MOU) with Public Hospital District #304 (UGH) through the Community Health Outreach Programs, for the purpose of executing the Law Enforcement Partnership Initiative Grant to implement strategies and activities to reduce underage drinking. The Agreement commenced on March 1, 2014, and shall continue until June 30, 2014. Skagit County shall bill UGH for actual expenses and receipts associated with the implementation of the tasks, up to a maximum of \$2,000. **(Contract No. C20140288)**

VII. 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 \$153,890.07 (Transmittal No. C-73-14); and
- b) ACH Transfer Request Form and Certification to Trusteed Plans Service Corporation from Clearing Fund 696 in the total dollar amount of \$172,472.11 (Transmittal No. C-76-14); and
- c) Warrants numbered 404662 through 405008 from Clearing Fund 696 in the total dollar amount of \$4,314,133.95 (Transmittal No. C-77-14).

VII. ADJOURNMENT:

Chair Wesen adjourned the proceedings at 1:32 p.m.

**BOARD OF COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon, Commissioner

ATTEST:

Clerk of the Board