

**RECORD OF THE PROCEEDINGS
SKAGIT COUNTY BOARD OF COMMISSIONERS
MONDAY, SEPTEMBER 22, 2014**

The Skagit County Board of Commissioners met in regular session on Monday, September 22, 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)

There were no executive sessions for the week of September 22, 2014.

IV. CONSENT AGENDA

A motion was made by Commissioner Dillon to approve Consent Agenda items 1 through 47 Ratification Agenda items 48 through 51, vouchers and warrants for Monday, September 22, 2014. Commissioner Dahlstedt seconded the motion. Commissioner Dahlstedt seconded the motion.

The vote passed unanimously.

a) COMMISSIONERS:

- 1. Record of the Proceedings for Monday, September 15, 2014. **(Approved)**
- 2. Record of the Proceedings for Tuesday, September 16, 2014. **(Approved)**
- 3. Resolution appointing members to the advisory board for the Edison Subarea Clean Water District. Darryl Kvistad, Scott Mangold, Tom Skinner, Charles Stevens, and John Leander shall serve until August 25, 2018. **(Resolution No. R20140289)**
- 4. Ordinance repealing Skagit County Code Chapter 9.28 relating to the formation of the Skagit Emergency Services Council. **(Ordinance No. O20140003)**
- 5. Resolution to appoint John Burke to the Skagit County Board of Equalization. Mr. Burke's term shall commence on October 15, 2014, and expire on December 31, 2016. **(Resolution No. R20140290)**

b) COMMUNITY SERVICES:

- 6. Resolution authorizing the allocation of 2163 Homeless Housing and Assistance Funds for 2015. **(Resolution No. R20140291)**
- 7. Business Associate Agreement with Brooke Hopley to utilize privacy and security

policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130491). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140419)**

8. Business Associate Agreement with Linda Seales to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130468). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140420)**
9. Business Associate Agreement with Interfaith Community Health Center to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20100511). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140421)**
10. Business Associate Agreement with Sandra J. Higman to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130168). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140422)**
11. Business Associate Agreement with Sandra Higman NFP Mental Health Consultations to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130536). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140423)**
12. Business Associate Agreement with H. Roskan Biktimir, COMAS Inc. dba Northsound Counseling Center to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130181). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140424)**
13. Business Associate Agreement with Compass Health to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130516). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140425)**
14. Business Associate Agreement with Follman Agency, LLC to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130275). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid.

(Contract No. C20140426)

15. Business Associate Agreement with Brandon Adams to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130192). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140427)**
16. Business Associate Agreement with Dion L. Mesner to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130210). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140428)**
17. Business Associate Agreement with Karleen A. Patrick to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130191.) The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140429)**
18. Business Associate Agreement with Alia Samara to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130451). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140430)**
19. Business Associate Agreement with Community Action of Skagit County to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130099). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140431)**
20. Business Associate Agreement with Northwest Educational Service District 189 to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130561). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140432)**
21. Business Associate Agreement with Pioneer Human Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20120443). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140433)**
22. Business Associate Agreement with Pioneer Human Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health

Information when providing services per County contracts (C20130554). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid.
(Contract No. C20140434)

23. Business Associate Agreement with Pioneer Human Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130556). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid.
(Contract No. C20140435)
24. Business Associate Agreement with Pioneer Human Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20140223). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid.
(Contract No. C20140436)
25. Business Associate Agreement with Pioneer Human Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20140224). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid.
(Contract No. C20140437)
26. Business Associate Agreement with Pioneer Human Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20140330). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid.
(Contract No. C20140438)
27. Business Associate Agreement with Sunrise Community Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130493). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid.
(Contract No. C20140439)
28. Business Associate Agreement with Sunrise Community Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130517). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid.
(Contract No. C20140440)
29. Business Associate Agreement with Sunrise Community Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20140028). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid.
(Contract No. C20140441)

30. Business Associate Agreement with Sunrise Community Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20140179). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140442)**
31. Business Associate Agreement with Phoenix Recovery Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130544). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140443)**
32. Business Associate Agreement with Phoenix Recovery Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130545). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140444)**
33. Business Associate Agreement with Phoenix Recovery Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130548). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140445)**
34. Business Associate Agreement with Phoenix Recovery Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130555). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140446)**
35. Business Associate Agreement with Phoenix Recovery Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C2014057). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140447)**
36. Business Associate Agreement with Phoenix Recovery Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20140178). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid. **(Contract No. C20140448)**
37. Business Associate Agreement with Catholic Community Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20130321). The Agreement shall commence on the date of execution and continue until terminated

pursuant to Section 14 of this Agreement. No monetary consideration is being paid.
(Contract No. C20140449)

38. Business Associate Agreement with Catholic Community Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20140048). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid.
(Contract No. C20140450)

39. Business Associate Agreement with Catholic Community Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20140165). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid.
(Contract No. C20140451)

40. Business Associate Agreement with Catholic Community Services to utilize privacy and security policies, procedures and practices to meet or exceed all applicable Federal and State requirements pertaining to the privacy and the confidentiality of Protected Health Information when providing services per County contracts (C20140203). The Agreement shall commence on the date of execution and continue until terminated pursuant to Section 14 of this Agreement. No monetary consideration is being paid.
(Contract No. C20140452)

c) EMERGENCY MEDICAL SERVICES:

41. Personal Services Agreement with Aero-Skagit to provide ambulance services. The Agreement shall commence on September 22, 2014, and shall continue until December 31, 2014. Monthly compensation shall not exceed \$52,973.33 for 2014. **(Contract No. C20140453)**

d) FACILITIES MANAGEMENT:

42. Amendment No. 1 to Vendor Services Agreement No. C20140185 with Esary Roofing and Siding Co., Inc. to inspect the entire roof at the Skagit County Moen Building located at 315 S. 3rd Street in Mount Vernon, and patch necessary areas with PCV Membrane. This Amendment increases the contract by \$85 in order to cover Washington State Sales Tax. The term remains the same, ending April 28, 2015. Total compensation shall not exceed \$1,085. All other terms and conditions of the original Agreement shall remain in effect. **(Amendment No. A20140124)**

43. Resolution awarding the Security Improvements to the existing Skagit County I.S. Building, Data Center, Law Library, and Continental Building to RFI Enterprises, Inc. in the amount of \$133,115.02 plus applicable sales tax. **(Resolution No. R20140292)**

e) PUBLIC HEALTH AND COMMUNITY SERVICES:

44. Amendment No. 16 to Skagit County Contract No. C20110594 with the Washington State Department of Health (DOH) Consolidated, DOH Contract No. C16899. The purpose of this Amendment is to add \$74,973 to amend or add to the Statements of Work for the following programs: Emergency Preparedness and Response, EPA NEP Round 3 project, Maternal and Child Health Block Grant, WIC Nutrition. The term remains the same, ending December 31, 2014. Total compensation shall not exceed \$2,499,930. All other terms and conditions of the original Agreement and subsequent Amendments shall remain in effect. **(Amendment No. A20140125)**

f) PUBLIC WORKS:

45. Resolution requesting qualifications for Professional Engineering and Environmental Services for the Hansen Creek Reach Five Minkler Road Bridge Project #WA120328. Submittals will be due by October 10, 2014. **(Resolution No. R20140293)**
46. Supplemental Agreement No. 1 to Local Agency Standard Consultant Agreement No. C20130036 with PND Engineers, Inc. to provide engineering, design, development, permitting and environmental services related to the Guemes Ferry Dolphin Replacement Project FEMP-5. This Supplemental Agreement increases compensation by \$25,296 due to the Marine Mammal Monitoring Plan and NOAA permit obligations. Construction duration is longer than originally planned and contractor is working longer than anticipated. The term remains the same, continuing through December 31, 2014. Compensation is increased to a total of \$212,874. All other terms and conditions of the original Agreement shall remain in effect. **(Amendment No. A20140126)**
47. Utility Easement with Puget Sound Energy, Inc. for an underground power line on the Northern State Recreation Area, which is owned by Skagit County. This easement conveys to Puget Sound Energy a nonexclusive perpetual easement for installing and maintaining electrical utility systems. This easement is permanent and shall be recorded with the Skagit County Auditor. No monetary consideration is being paid. **(Contract No. C20140454)**

V. RATIFICATION AGENDA (items 48 through 51):

g) PLANNING AND DEVELOPMENT SERVICES:

48. Resolution authorizing the ratification of Amendment No. 2 to Skagit County Contract No. C20110207 with the WA State Department of Ecology Revolving Fund Loan Agreement No. L1100016 and L11S0016 for the county-wide repair of failing on-site septic systems and water quality on-site education. The Department of Ecology did not transmit the Amendment to the County prior to the effective date. **(Resolution No. R20140294)**
49. Amendment No. 2 to Skagit County Contract No. C20110207 with the WA State Department of Ecology Revolving Fund Loan Agreement No. L1100016 and L11S0016 for the county-wide repair of failing on-site septic systems and water quality on-site education. The purpose of this Amendment is to decrease the interest rate and finalize the closure amounts and payments. The effective date of this Amendment was July 1, 2014. Payments will be made through July 1, 2034. The interest rate was reduced from 2.8% to 1.8%. This Amendment also decreases the loan from \$500,000 to \$497,007.08 and forgives approximately \$247,007.08. All other terms and conditions of the original Agreement and subsequent Amendment shall remain in effect. **(Amendment No. A20140127)**

h) SHERIFF:

50. Resolution authorizing the ratification of a Personal Services Agreement with Medical Teams International to provide a mobile dental van to be used for jail inmate dental care. The Agreement was only recently received from the Contractor due to reviews performed by Skagit County and Medical Teams International. **(Resolution No. R20140295)**
51. Personal Services Agreement with Medical Teams International to provide a mobile dental van to be used for jail inmate dental care. The Agreement commenced on January 1, 2014, and shall continue until December 31, 2015. Compensation shall not exceed \$15,000. **(Contract No. C20140455)**

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 \$135,918.55 (Transmittal No. C-121-14); and
- b) Warrants numbered 409498 through 409816 from Clearing Fund 696 in the total dollar amount of \$2,297,007.76 (Transmittal No. C-122-14).

VII. MISCELLANEOUS:

1. PUBLIC WORKS:

Dianne Crane, Public Works Project Manager, presented a Construction Contract Agreement with SRV Construction Inc., to furnish all tools, materials, equipment, and transportation required for the construction of the Crescent Lane Stormwater Outfall Repair Project #WA402180. The time limited for the completion of the work is thirty (30) working days from Notice to Proceed. Compensation shall not exceed \$92,865.

A motion was made by Commissioner Dillon to approve A motion was made by Commissioner Dillon to approve a Construction Contract Agreement with SRV Construction Inc., to furnish all tools, materials, equipment, and transportation required for the construction of the Crescent Lane Stormwater Outfall Repair Project #WA402180. The time limited for the completion of the work is a total thirty (30) working days from Notice to Proceed. Compensation shall not exceed \$92,865. **(Contract No. C20140456)**. Commissioner Dahlstedt seconded the motion.

The vote passed unanimously.

2. PUBLIC WORKS:

Letter of Intent to the Federal Railroad Administration to begin the Quiet Zone Creation process in the Blanchard area. The "Blanchard Quiet Zone" would incorporate four crossings and would start at the Colony Road crossing then head north through the South Blanchard Road crossing and the two Legg Road crossings, incorporating approximately a half mile, the minimum length required to establish a Quiet Zone.

Commissioner Wesen noted that Oscar Graham was present in the gallery and had been asking about going the process to request a quiet zone for the Blanchard area. Commissioner Wesen said he would like to proceed with the process to create a Blanchard Quiet Zone and that the letter of intent to establish a quiet zone was the first step in the process. He explained that in a quiet zone, railroads are directed to cease the routine sounding of their horns when approaching public highway-rail grade crossings. Train horns may still be used in emergency situations or to comply with other Federal regulations or railroad operating rules and that localities who wish to establish a quiet zone are first required to mitigate the increased risk caused by the absence of a horn.

Commissioner Dahlstedt addressed concerns he had about the costs of the required additional grade crossing devices. He said it was important not to create false hope in the Blanchard community because the County could not afford to pay for the additional safety upgrades.

Commissioner Dillon applauded the Blanchard community for willing to step up and pay for the enhanced safety measures that would be needed if the quiet zone was granted.

Mr. Graham of 3643 Legg Road in Blanchard explained that the four crossing were within a half-mile area and the horns and bells caused a great deal of noise during the

early morning hours and throughout the day. He went on to say that only the Federal Railroad Administration had the authority to grant quiet zones. He said that the Blanchard community understood that there would be financial obligations to install safety enhancements and that they would need to consider the financial obligation involved and determine if they could afford to pay the costs.

A motion was made by Commissioner Dillon to approve the Letter of Intent to the Federal Railroad Administration to begin the Quiet Zone Creation process in the Blanchard area. The "Blanchard Quiet Zone" would incorporate four crossings and would start at the Colony Road crossing then head north through the South Blanchard Road crossing and the two Legg Road crossings, incorporating approximately a half mile, the minimum length required to establish a Quiet Zone and that the County would provide no additional funding other than the necessary staff time. **(Letter of Intent was signed and sent by U.S. Mail to the Associate Administrator for Safety, Federal Railroad)** Commissioner Dahlstedt seconded the motion.

The vote passed unanimously.

VIII. ADJOURNMENT:

Chair Wesen adjourned the proceedings at 1:47 p.m.

**BOARD OF COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon, Commissioner

ATTEST:

Clerk of the Board