

## **SKAGIT COUNTY COMMISSIONERS' AGENDA**

### **I. MONDAY, MAY 26, 2014:**

**MEMORIAL DAY HOLIDAY OBSERVED – COUNTY OFFICES CLOSED**

### **II. TUESDAY, MAY 27, 2014:**

- a) \*9:00 a.m. – 10:00 a.m. Briefing – County Commissioners/County Administrator
- b) 10:30 a.m. – 11:30 a.m. Board of County Commissioners:
  - 1. Discussion/Possible Action: Revisions to Skagit County Code 14.44 “Enforcement/Penalties”
  - 2. Miscellaneous
- c) 11:30 a.m. – 11:45 a.m. Board of County Commissioners:
  - 1. Public Comment Period
  - 2. Miscellaneous Announcements
- d) 1:30 p.m. – 2:00 p.m. Consent Agenda, Vouchers, Warrants and Miscellaneous Items
- e) \*3:00 p.m. – 4:00 p.m. Executive Session (None Scheduled as of the Date of this Notice)

### **III. WEDNESDAY, MAY 28, 2014:**

- a) \*8:00 a.m. Breakfast with Elected Officials (Calico Cupboard, 121B Freeway Drive, Mount Vernon)
- b) \*10:00 a.m. La Conner Boardwalk Dedication and Ground-Breaking Ceremony (Washington Street (Located on South First Street Across from the Post Office, La Conner))
- c) \*2:00 p.m. – 3:00 p.m. Work Session: Information Services Status Report

### **FUTURE BID OPENING:**

Monday, June 2, 2014, 2:00 p.m. Hansen Creek Pedestrian Bridge Project #WA402131

### **FUTURE PUBLIC HEARING:**

Tuesday, June 3, 2014, 9:30 a.m. To Consider Testimony Regarding the Reauthorization of the Skagit County Clean Water (Shellfish Protection) District Program and Reestablishment of Budget and Finance Rates and Charges

Tuesday, June 17, 2014, 8:30 a.m. To Consider Testimony Regarding a Franchise Agreement with Blanchard-Edison Water Association to Install, Operate and Maintain Water Utility Systems

**NOTE: ALL TIMES ARE ESTIMATES TO ASSIST IN SCHEDULING AND MAY BE CHANGED SUBJECT TO THE BUSINESS OF THE DAY AT THE BOARD'S DISCRETION**

**MEETINGS WILL BE HELD AT 1800 CONTINENTAL PLACE, MOUNT VERNON, UNLESS NOTED OTHERWISE**

Except for the items marked with an asterisk \*, these sessions will be telecast live on Comcast Channel 21 and re-broadcast on Wave broadband - Channel 3, Thursdays at 12:00 noon and at 7:00 p.m.; Anacortes AT&T Cable - Channel 10, Fridays at 2:00 p.m. and at 7:00 p.m.; and Comcast Channel 21 daily at 12:00 noon and 6:00 p.m.

**IV. CONSENT AGENDA FOR TUESDAY, MAY 27, 2014 (items 1 through 30):**

a) COMMISSIONERS:

1. Record of the Proceedings for Monday, May 19, 2014.
2. Record of the Proceedings for Thursday, May 22, 2014.
3. Resolution to appoint Tasker Robinette to fill a vacant position on the Skagit County Northwest Senior Services Board, with a term commencing on the date of execution and expiring on June 1, 2016.
4. Resolution to appoint Charlene Olmdahl to fill a vacant position on the Skagit County Northwest Senior Services Board, with a term commencing on the date of execution and expiring on June 1, 2016.

b) COMMUNITY SERVICES:

5. Personal Services Agreement with Pioneer Human Services to provide the services and staff necessary for residential treatment for criminal justice clients with co-occurring mental health and substance use disorders. The Agreement shall commence on the date of execution, and continue until June 30, 2015. Compensation shall not exceed \$150,000, based on a fee for service basis and is funded by DSHS Agreement No. 1163-27323 with the State of Washington Department of Social and Health Services (DSHS), Skagit County Contract No. C20110367.
6. Personal Services Agreement with Pioneer Human Services to provide a case manager to assist individuals referred by the United States Department of Housing and Urban Development (HUD) Supportive Housing Program, who are discharging from the Skagit County Crisis Center with intensive case management treatment services. The Agreement shall commence on July 1, 2014, and continue until June 30, 2015. Compensation shall not exceed \$55,000 and is funded by the .1% sales tax.
7. Amendment No. 2 to Personal Services Agreement No. C20130307 with Rehabco to provide Pathways to Employment and Community Access services to eligible individuals with development disabilities. The purpose of this Amendment is to increase compensation to take into consideration an increase in the number of clients served. Compensation is increased from \$115,000 to \$120,000. All other terms and conditions of the original Agreement and subsequent Amendment shall remain in effect including the termination date of June 30, 2014.
8. Personal Services Agreement with Skagit County Public Hospital District #304 to provide coordination and evaluation of the Varsity in Volunteerism (VIV) Program in Sedro-Woolley and Concrete school districts in partnership with United Way and Worksource. The Agreement shall commence on July 1, 2014, and continue until June 30, 2015. Compensation shall not exceed \$15,000 and is funded by DSHS Agreement No. 1163-27323 with the State of Washington Department of Social and Health Services (DSHS), Skagit County Contract No. C20110367.

c) DEPARTMENT OF EMERGENCY MANAGEMENT:

9. Emergency Response and Recovery Mutual Assistance Agreement with Snohomish County to allow for the reimbursement of costs incurred by Skagit County Geographic Information Services, Public Works, Sheriff's Office, and the Department of Emergency Management while assisting Snohomish County in providing immediate response and recovery efforts associated with the Oso landslide. The Agreement shall commence on the date of execution and continue until terminated. Skagit County will be reimbursed for all response and recovery expenses incurred.

d) FACILITIES MANAGEMENT:

10. Personal Services Agreement with Graham-Bunting Associates to provide Critical Area Site Assessment of Skagit County Parcel No. P70719 and P70724. The Agreement shall commence on the date of execution and continue until December 31, 2014. Compensation shall not exceed \$3,000 and is based on an hourly rate schedule.
11. Amendment No. 6 to Interagency Agreement No. 2009-ERG-528, Skagit County Agreement No. C20090382, with the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services for the Energy/Utility Conservation Project Management and Monitoring. The purpose of this Amendment is to reduce monitoring and verification fees for year two by

\$2,000 for a new compensation amount not to exceed \$61,700. All other terms and conditions of the original Agreement and subsequent shall remain in effect.

e) GEOGRAPHIC INFORMATION SERVICE:

12. Tier 3 Partnership Agreement with Sound Development Group LLC 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.

f) HEALTH:

13. Memorandum of Agreement with the Board of Regents of the University of Oklahoma on behalf of the College of Public Health to provide a student intern for the Environmental Public Health Division, for general training in Environmental Health programs, and for projects relating to local geologic hazards and cyanobacteria monitoring at local lakes. The Agreement provides for 160 hours for an internship over a six-week period. There is no financial consideration associated with this Agreement.

g) HUMAN RESOURCES:

14. Memorandum of Agreement with Professional and Technical Employees (PTE) Local 17 and Skagit County regarding 2014 closure days.

h) INFORMATION SERVICES:

15. Business Service Order Agreement with Comcast to deliver business class internet to the Sedro-Woolley Senior Center, located at 715 Pacific Street in Sedro-Woolley. The Agreement shall commence on the date of execution and shall continue for three years. Compensation shall not exceed \$1,300 per year.
16. Addendum No. 14 to Contract No. 00484 with Spillman Technologies, Inc., to assist in the installation of the Spillman Public Safety System on a second test server and to provide ongoing support services for the test system, including annual upgrades, patches and software support. The original Agreement commenced on July 31, 1989, and shall continue indefinitely. This Amendment increases compensation by \$8,734 for the first year, and \$8,240 per year for future maintenance charges, for a new estimated compensation amount not to exceed \$814,045 for the year 2014. All other terms and conditions of the original Agreement and subsequent Amendments shall remain in effect.
17. Master License Agreement with Latitude Geographics Group Ltd. for GeoCortex mapping software to be used by Skagit County Geographic Information Service Department to replace outdated Skagit Explorer tool software which is being phased out. The Agreement shall commence on the date of execution and shall continue until terminated. The Agreement has an initial cost of \$22,000 for the software and an ongoing estimated maintenance fee of \$4,500 per year.

i) OFFICE OF JUVENILE COURT:

18. Resolution authorizing the submission of an application request in the amount of \$10,779 for the Edward Byrne Memorial Justice Assistance Grant through the Bureau of Justice Assistance to help fund the Skagit County Juvenile Victim Offender Meeting Program.

j) PARKS, RECREATION & FAIR:

19. Vendor Services Agreement with Davis Amusements Cascadia for the management and maintenance of a carnival consisting of rides and gaming booths for the 2014 Skagit County Fair. The Agreement shall commence on the date of execution and may be extended for one additional year, with the option to extend for an additional one year thereafter for a total period not to exceed three years. Compensation shall not exceed \$12,000 fixed fee or 25% of ticket gross sales, whichever is greater.

20. Interagency Agreement No. K1366 with the State of Washington and the Washington State Department of Agriculture (WSDA), Fairs & Commissions Program to provide grant funds for capital projects to replace a power pole at the Skagit County Fairgrounds. The Agreement shall commence on the date of execution and shall continue until July 31, 2015. All work associated with this project is 50% funded by the WSDA grant (\$5,000) and 50% funded by Skagit County (\$5,000) total compensation shall not exceed \$10,000.

k) PROSECUTING ATTORNEY:

21. Washington State Department of Commerce Community Services and Housing Division Office of Crime Victims Advocacy State Fiscal Year (SFY) 2015 Victim/Witness Assistance Grant No. S15-31102-526 to provide funding to support Victim/Witness Program activities. The Grant shall commence on July 1, 2014, and continue until June 30, 2015. Compensation to Skagit County shall not exceed \$32,412.
22. Amendment No. 1 to Personal Services Agreement No. C20130521 with Sue Fox-Golombeck, doing business as Express Legal Transcription, to provide transcription services for victim, witness, and/or defendant interviews and depositions. The purpose of this Amendment is to reflect the rate per page increase from \$5.50 per page for transcripts to \$6.50 per page for transcripts. All other terms and conditions shall remain in effect including the compensation amount not to exceed \$3,000.

l) PUBLIC WORKS:

23. Resolution calling for a public hearing to consider testimony regarding the sale of County surplus property. The public hearing is scheduled to take place on Tuesday, June 17, 2014, at 8:30 a.m. or as soon thereafter as possible.
24. Resolution concerning the approval of maps, plans and specifications and call for bids for the 2014 Asphalt Overlay Project #ESA014-1. The bid opening is scheduled to take place on Monday, June 16, 2014, at 2:00 p.m.
25. Resolution concerning the approval of maps, plans, and specifications and call for bids for the haul out and maintenance for the Vehicle and Passenger Ferry M/V Guemes. The bid opening is scheduled to take place on Monday, June 16, 2014, at 2:15 p.m., or as soon thereafter as possible.
26. Vendor Services Agreement with Industrial Power Supply, Inc., doing business as Skagit Hydraulics, to provide maintenance and repairs to hydraulic cylinders, pumps, motors and valves from a variety of County-owned vehicles and equipment. The Agreement shall commence on the date of execution and shall continue for one year. Compensation shall not exceed \$20,000, based on a shop straight time work unit price of \$85 per hour.
27. Amendment No. 2 to Cooperation Agreement No. C20080474 with the United States of America Army Corps of Engineers and the Cockreham Island Levee for the Rehabilitation of a Non-Federal Flood Control Work Job No. SKA-06-07. This Amendment approves a letter to the U.S. Army Corps of Engineers regarding the Certification of Lands and Authorization for Entry for the Phase II construction of the Cumberland Creek Channel Restoration project located on the left bank of the Skagit River, Parcel Nos. P41168 and P41865. This project provides mitigation for the Cockreham Levee repairs constructed during 2012 and 2013 to correct damages incurred during the 2006 flood.
28. Amendment No. 1 to Grant Agreement No. C20140117 with the State of Washington, by and through the Salmon Recovery Funding Board (SRFB) and the Recreation and Conservation Office (RCO) for the preliminary engineering and design of more off-channels with the floodplain footprint of the Dike District #3 (DD#3) Delta Channel Design levee setback Project No. 13-1057P. The purpose of this Amendment is to incorporate the request from RCO that the County agrees to include the Environmental Protection Agency's (EPA) "Provision for Puget Sound Estuary and Restoration Projects." All other terms and conditions of the original Agreement shall remain in effect including the commencement date of December 4, 2013, and the expiration date of December 4, 2015, and the award amount to Skagit County remains unchanged at \$125,000.
29. Amendment No. 1 to Grant Agreement No. C20140118 with the State of Washington by and through the Salmon Recovery Funding Board (SRFB) and the Recreation and Conservation Office (RCO) to complete the final design for over 3,600 feet of a new Hansen Creek Channel,

including the installation of numerous wood structures, as well as floodplain plantings, Project No. 13-1060P. The purpose of this Amendment is to incorporate the request from RCO that the County agrees to include the Environmental Protection Agency's (EPA) "Provision for Puget Sound Estuary and Restoration Projects." All other terms and conditions of the original Agreement shall remain in effect including commencement date of December 4, 2013, the expiration date of December 4, 2015, and the award amount to Skagit County remains unchanged at \$245,140, 85% of the total project cost, Skagit County Clean Water Fund – Fund 120 will provide a match of \$43,260, 15% of the total project cost.

30. Temporary Easement for Parcel No. P40897, property owners Ryan Jepperson and Christina Jepperson, for the purpose of riparian restoration under the Natural Resource Stewardship Program Project. The Agreement shall commence on the date of execution and shall continue until May 27, 2024. All work associated with this easement is funded by the Clean Water Fund.

**V. RATIFICATION AGENDA (items 31 through 38):**

m) ADMINISTRATIVE SERVICES:

31. Resolution authorizing the ratification of an Interlocal Cooperative Agreement with Washington State University for the provision of Cooperative Extension Services. Negotiation of the terms and conditions of the Agreement delayed finalization and it was important to continue to provide services to Skagit County residents.
32. Interlocal Cooperative Agreement with Washington State University for the provision of Cooperative Extension Services. The Agreement commenced on January 1, 2014, and shall continue until December 31, 2015. Compensation shall not exceed \$596,000 for the two-year term of the Agreement.

n) INFORMATION SERVICES:

33. Resolution authorizing the ratification of an Interlocal Agreement with the City of Sedro-Woolley for the provision of technology services. Finalization of the Agreement was delayed because Skagit County only recently received it from the City of Sedro-Woolley for execution.
34. Interlocal Technology Service Agreement with the City of Sedro-Woolley for the provision of technology services. 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.

o) PUBLIC WORKS:

35. Resolution authorizing the ratification of an Interlocal Cooperative Agreement with Skagit Conservation District to develop and implement Skagit County Community Wildfire Protection Plan (CWPP) using the Firewise Communities/USA Program. Finalization of the Agreement was delayed due to the delay in the appropriation of the 2014 funding.
36. Interlocal Cooperative Agreement with Skagit Conservation District to develop and implement Skagit County Community Wildfire Protection Plan (CWPP) using Firewise Communities/USA Program. The Agreement commenced on December 1, 2013, and shall continue until December 31, 2014. Compensation shall not exceed \$84,000.

p) SHERIFF:

37. Resolution authorizing the ratification of a Vendor Services Agreement with Bellair Charters to provide a 36-passenger bus and driver for the round-trip transportation of staff from Mount Vernon, Washington to Longview, Washington, in order to tour the Cowlitz County Corrections Facility on May 7, 2014. Time was insufficient to execute an Agreement before May 7, 2014, since the final number of attendees and pickup location was not known until shortly before the trip.
38. Vendor Services Agreement with Bellair Charters to provide a 36-passenger bus and driver for the round-trip transportation of staff from Mount Vernon, Washington to Longview, Washington, in order to tour the Cowlitz County Corrections Facility on May 7, 2014. The

Agreement commenced on May 7, 2014, and shall continue for one year. Compensation shall not exceed \$2,500.