

SKAGIT COUNTY COMMISSIONERS' AGENDA

I. MONDAY, AUGUST 22, 2016:

- a) *8:30 a.m. – 9:30 a.m. Briefing – County Commissioners/County Administration with Planning and Development Services, Public Works, Parks, Recreation and Fair, and Facilities Management Departments
- b) *10:30 a.m. – 11:30 a.m. Discussion with the Skagit Valley YMCA
- c) 1:30 p.m. – 2:30 p.m. Consent Agenda, Vouchers, Warrants and Miscellaneous Items
- d) 2:30 p.m. – 3:00 p.m. Jail Construction Update – Marc Estvold, Project Manager
- e) *3:00 p.m. – 4:00 p.m. Executive Session (None Scheduled as of the Date of this Notice)

II. TUESDAY, AUGUST 23, 2016:

- a) 8:30 a.m. – 9:30 a.m. Public Works – Dan Berentson, Director:
 - 1. Public Hearing to Consider Testimony Regarding the Disposal of Surplus Property, Including Vehicles and Equipment, in Accordance with the Revised Code of Washington (RCW) 36.34
 - 2. Possible Action: Resolution Regarding the Disposal of County Surplus Property
- b) 9:30 a.m. – 10:00 a.m. Proclamation Recognizing August 27, through September 30, 2016, as Skagit Water Weeks
- c) 10:00 a.m. – 10:30 a.m. Update from United States Department of Agriculture (USDA) Forest Service ~ Erin Uloth District Ranger Mount Baker Ranger District
- d) 11:30 a.m. – 11:45 a.m. Board of County Commissioners:
 - 1. County and Individual Success Stories
 - 2. Public Comment Period
 - 3. Miscellaneous Announcements

III. WEDNESDAY, AUGUST 24, 2016:

- a) *7:30 a.m. Breakfast with Elected Officials (Calico Cupboard, 121B Freeway Drive, Mount Vernon)

IV. THURSDAY, AUGUST 25, 2016:

- a) *1:00 p.m. – 2:00 p.m. Executive Session (Potential Litigation - RCW 42.30.110(1)(i))

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 MONDAY, AUGUST 22, 2016 (items 1 through 20):

a) COMMISSIONERS:

1. Record of the Proceedings for Monday, August 15, 2016.
2. Record of the Proceedings for Tuesday, August 16, 2016.

b) EMERGENCY MEDICAL SERVICES:

3. Ordinance to amend Skagit County Ordinance No. O20090004 and Skagit County Code Chapter 2.52 which relates to Central Valley Ambulance Authority's by-laws relating to member composition, member term lengths, member term limits, and standardized process for filing member vacancies.

c) FACILITIES MANAGEMENT:

4. Amendment No. 1 to Vendor Services Agreement No. C20140484 with Commercial Fire Protection Inc. to provide maintenance inspections and recharge fire extinguishers at several Skagit County locations. This Amendment adds service for the fire extinguishers at the Skagit County Recycling and Transfer Station. Compensation is increased by \$1,350 for a new compensation amount not to exceed \$6,325 and is based on a fee schedule. All other terms and conditions of the original Agreement shall remain in effect including the expiration date of October 12, 2016.

d) OFFICE OF JUVENILE COURT:

5. Interlocal Cooperative Agreement with the Sedro-Woolley School District to jointly fund a BECCA Case Manager position to serve the School District and the Skagit County Office of Juvenile Court in implementing the truancy position of the BECCA Bill as outlined by the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC). The Agreement shall commence on September 1, 2016, and continue until August 31, 2017. The Sedro-Woolley School District shall compensate Skagit County in an amount not exceed \$6,120.

e) PUBLIC HEALTH:

6. Personal Services Agreement with Conscious Moves to provide job development training for Developmental Disabilities Employment agency leadership and staff on sales fundamentals. The training will consist of an eight (8) hour training and manual for up to twelve (12) staff members from Chinook Enterprises, Washington Vocational Services and Service Alternatives. The Agreement shall commence on September 1, 2016, and continue until June 30, 2017. Compensation shall not exceed \$1,410 and is based on a fee schedule and funded by County Program Agreement, Contract No. 1563-43216, (Skagit County Contract No. C20150343 and Amendment No. A20160096) with Washington State Department of Social & Health Services, Division of Development Disabilities.
7. Amendment No. 1 to Personal Services Agreement No. C20150566 with Compass Health to provide mental health treatment services through the Community Wellness Program. This Amendment replaces Exhibit "C" Compensation to accommodate services to additional clients. All other terms and conditions of the original Agreement shall remain in effect including the compensation amount not exceeding \$10,000 and the termination date remains as December 31, 2016.
8. Amendment No. 3 to Personal Services Agreement No. C20150443 with Eleven Vexler to provide behavioral health interventions to children and youth in grades K-12 and their families in multiple Skagit County school districts. This Amendment increases compensation by \$5,000 due to a higher number of clientele. The term remains the same, ending August 30, 2016. The new compensation amount shall not exceed \$55,000 and is based on a fee schedule and is funded through the 1/10 sales tax. All other terms and conditions of the original Agreement and subsequent Amendments shall remain in effect.
9. Memorandum of Understanding between Skagit County and Home Trust of Skagit regarding affordable housing assistance through the Community Development Block Grant (CDBG) eligible Homeownership Assistance Project as funded by the United States Department of

- Housing and Urban Development (HUD) and administered by the Washington State Department of Commerce (Commerce). Skagit County is administrating the CDBG-funded Homeownership Assistance Project. The Agreement shall commence on the date of execution and continue until Homeownership Assistance Project funds are fully expended. The County shall provide assistance in the form of homeownership assistance provided directly by check submitted to eligible homebuyers' escrow accounts. Such assistance is contingent on the availability of CDBG funding and will cease when the grant is fully expended. Maximum Assistance is \$25,000 per household. Funds will be used solely to provide assistance to persons of low-income to moderate income.
10. Memorandum of Understanding between Skagit County and Skagit Habitat for Humanity regarding affordable housing assistance through the Community Development Block Grant (CDBG) eligible Homeownership Assistance Project as funded by the United States Department of Housing and Urban Development (HUD) and administered by the Washington State Department of Commerce (Commerce). Skagit County is administrating the CDBG-funded Homeownership Assistance Project. The Agreement shall commence on the date of execution and continue until Homeownership Assistance Project funds are fully expended. The County shall provide assistance in the form of homeownership assistance provided directly by check submitted to eligible homebuyers' escrow accounts. Such assistance is contingent on the availability of CDBG funding and will cease when the grant is fully expended. Maximum Assistance is \$25,000 per household. Funds will be used solely to provide assistance to persons of low-income to moderate income.
 11. Memorandum of Understanding between Skagit County and Whatcom-Skagit Housing regarding affordable housing assistance through the Community Development Block Grant (CDBG) eligible Homeownership Assistance Project as funded by the United States Department of Housing and Urban Development (HUD) and administered by the Washington State Department of Commerce (Commerce). Skagit County is administrating the CDBG-funded Homeownership Assistance Project. The Agreement shall commence on the date of execution and continue until Homeownership Assistance Project funds are fully expended. The County shall provide assistance in the form of homeownership assistance provided directly by check submitted to eligible homebuyers' escrow accounts. Such assistance is contingent on the availability of CDBG funding and will cease when the grant is fully expended. Maximum Assistance is \$25,000 per household. Funds will be used solely to provide assistance to persons of low-income to moderate income.
 12. Memorandum of Understanding between Skagit County and Kulshan Community Land Trust regarding affordable housing assistance through the Community Development Block Grant (CDBG) eligible Homeownership Assistance Project as funded by the United States Department of Housing and Urban Development (HUD) and administered by the Washington State Department of Commerce (Commerce). Skagit County is administrating the CDBG-funded Homeownership Assistance Project. The Agreement shall commence on the date of execution and continue until Homeownership Assistance Project funds are fully expended. The County shall provide assistance in the form of homeownership assistance provided directly by check submitted to eligible homebuyers' escrow accounts. Such assistance is contingent on the availability of CDBG funding and will cease when the grant is fully expended. Maximum Assistance is \$25,000 per household. Funds will be used solely to provide assistance to persons of low-income to moderate income.
 13. Memorandum of Understanding between Skagit County and Habitat for Humanity of Island County regarding affordable housing assistance through the Community Development Block Grant (CDBG) eligible Homeownership Assistance Project as funded by the United States Department of Housing and Urban Development (HUD) and administered by the Washington State Department of Commerce (Commerce). Skagit County is administrating the CDBG-funded Homeownership Assistance Project. The Agreement shall commence on the date of execution and continue until Homeownership Assistance Project funds are fully expended. The County shall provide assistance in the form of homeownership assistance provided directly by check submitted to eligible homebuyers' escrow accounts. Such assistance is contingent on the availability of CDBG funding and will cease when the grant is fully expended. Maximum Assistance is \$25,000 per household. Funds will be used solely to provide assistance to persons of low-income to moderate income.

f) PUBLIC WORKS:

14. Vendor Services Agreement with Pacific Star Marine USA, Inc. for the Outdrive and Maintenance for the M/V Guemes in accordance with the bid documents outlined in Resolution No. R20160163. The Agreement shall commence on the date of execution and shall continue for one year. Compensation shall not exceed \$173,300 pursuant to Resolution No. R20160198 which awarded the bid and was approved by the Board of Skagit County Commissioners on July 18, 2016.
15. Amendment No. 1 to Sub-Award Grant Agreement No. C20150023 with the University of Washington to perform work to assist Skagit County in completing certain tasks related to the Pollution Identification and Correction Program. This Amendment extends the term of the Agreement from September 9, 2016, to December 31, 2016. Rain events typically generate the highest pollution levels in the Samish and Padilla Bay watersheds. However, there were no rain events in the spring of 2016 that could be sampled and it is necessary to extend the Agreement to meet grant requirements. All other terms and conditions of the original Agreement shall remain in effect including the funding amount which shall not exceed \$125,239 and is 100% funded through a Federal Pass-through Grant from the Washington State Department of Health (DOH), No. N20689, Skagit County Contract No. C20140380.
16. Supplemental Agreement No. 1 to Local Agency A & E Professional Services Negotiated Hourly Rate Consultant Agreement No. C20150315 with Shearer Design, LLC to provide engineering services for the Samish River Bridge Repair (Old Hwy 99 North), the Friday Creek Bridge Repair (Old Hwy 99 North), and the Lower Finney Creek Bridge Repair. This Supplement authorizes \$15,136.32 to be added to the compensation amount in order to cover unforeseen costs for additional permitting efforts. In the review of the project's National Environmental Policy Act-Categorical Exclusion (NEPA-CE) documentation by the Washington Department of Transportation (WSDOT), it was determined that a Biological Assessment was required to analyze the noise and potential impacts on the northern spotted owl and murrelet habitat. The new compensation amount shall not exceed \$147,371.32. All other terms and conditions of the original Agreement shall remain in effect including the project completion date of December 31, 2018.
17. Interlocal Cooperative Agreement with Public Utility District No. 1 of Skagit County to allow the County to contribute partial reimbursement funding to the District for a portion of the repaving work on Josh Wilson Road, Higgins Airport Way to Walker Road Project. The District is upgrading the waterline and installing fiber optic within the Josh Wilson Road right-of-way from Higgins Airport Way to Walker Road. However, the District will only be in the roadway from Bay Meadows Lane (just east of Farm-to-Market Road) to Walker Road. The County seeks to pave the other lane of roadway for continuity purposes while also avoiding the additional time and expense of independently contracting the asphalt paving. The Agreement shall commence on the date of execution and continue until December 31, 2017. The District will invoice the County for the total estimated costs of the County's portion of the project in an amount not to exceed \$135,000.
18. Amendment No. 1 to Vendor Services Agreement No. C20160153 with Hertz Equipment Rental Corporation to provide equipment rental for various projects, per Exhibit "A". This Amendment reflects the name change from Hertz Equipment Rental Corporation to Herc Rentals, Inc. All other terms and conditions shall remain in effect including the compensation amount not exceeding \$150,000 and the termination date remains as March 31, 2017.
19. Amendment No. 1 to Vendor Services Agreement No. C20160167 with Granite Construction for the procurement of Road Maintenance Materials including gravel products and specialty and mixed asphalt products listed in Exhibit "A". The Road Operations Division did not anticipate purchasing as much asphalt and chip seal rock for planned projects. This Amendment increases compensation from \$50,000 to \$150,000 to allow the road crews to purchase materials to finish projects.
20. Agreement for purchase and sale of mitigation credits between Nookachamps, LLC and Skagit County (buyer) for the Burlington Northern Overpass Project #ES50510-8 Federal Aid #BRS-M291(006). Impacts by the project to the environment are compensated by preserving, creating, enhancing and/or restoring wetlands, protected species and/or habitat or by

purchasing sufficient suitable mitigation values and/or credits to offset the impacts. The Agreement shall commence on the date of execution and continue until completion of the Project. The purpose of this Agreement is to purchase 0.071 mitigation credits from the Nookachamps Wetland Bank at a cost of \$175,000 per unit for a total purchase price not to exceed \$12,425.

V. RATIFICATION AGENDA (items 21 and 22):

g) OFFICE OF JUVENILE COURT:

21. Resolution authorizing the ratification of Interagency Agreement No. IAA17436 with the Washington State Administrative Office of the Courts to process Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) for BECCA programs and services pursuant to the Revised Code of Washington (RCW) chapter 13.32A. The contract was not received in time to be fully executed prior to July 1, 2016.
22. Interagency Agreement No. IAA17436 with the Washington State Administrative Office of the Courts to process Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) for BECCA programs and services pursuant to the Revised Code of Washington (RCW) chapter 13.32A. The Agreement commenced on July 1, 2016, and continues until June 30, 2017. Compensation to Skagit County shall not exceed \$329,672.