

SKAGIT COUNTY COMMISSIONERS' AGENDA

I. MONDAY, SEPTEMBER 22, 2014:

- 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)

II. TUESDAY, SEPTEMBER 23, 2014:

- a) 8:30 a.m. – 9:00 a.m. Public Works, Dan Berentson, Director:
 - 1. Public Hearing/Possible Action: To Consider Testimony Regarding the Sale or Disposal of County Surplus Property Consisting of Vehicles and Equipment
- b) 9:00 a.m. – 9:30 a.m. Proclamation: Recognizing September as Recovery Month
- c) 9:30 a.m. – 10:30 a.m. Board of Health:
 - 1. The Future: Public Health Improvement Partnership
 - 2. Community Health Plan Progress Report
 - 3. Boarding of Individuals with Mental Illness
 - 4. Environmental Health: Blue-Green Algae in the Lakes
 - 5. Miscellaneous
- d) 10:30 a.m. – 11:00 a.m. Skagit Library Directors 2014 Update
- e) 11:15 a.m. – 11:30 a.m. Budget and Finance – Trisha Logue, Director:
 - 1. Public Hearing/Possible Action: To Consider Testimony Regarding an Amendment to the 2014 Skagit County Budget
- f) 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, SEPTEMBER 24, 2014:

- a) *8:00 a.m. Breakfast with Elected Officials (Calico Cupboard, 121B Freeway Drive, Mount Vernon)
- b) *5:00 p.m. 2014 People 1st Legislative Rally

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, SEPTEMBER 22, 2014 (items 1 through 47):

a) COMMISSIONERS:

1. Record of the Proceedings for Monday, September 15, 2014.
2. Record of the Proceedings for Tuesday, September 16, 2014.
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.
4. Ordinance repealing Skagit County Code Chapter 9.28 relating to the formation of the Skagit Emergency Services Council.
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.

b) COMMUNITY SERVICES:

6. Resolution authorizing the allocation of 2163 Homeless Housing and Assistance Funds for 2015.
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.
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.
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.
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.
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.
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.
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.

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.
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.
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.
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.
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.
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.
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.
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.
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.

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.
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.
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.
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.
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.
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.
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.
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.
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.

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.
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.
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.
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.
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.
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.
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.
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.
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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.