

## **SKAGIT COUNTY COMMISSIONERS' AGENDA**

### **I. SATURDAY, SEPTEMBER 27, 2014:**

- a) 5:00 p.m. Rotary Club of Burlington – Annual Auction and Celebration  
(Swinomish Event Center, 12885 Casino Drive, Anacortes)

### **II. MONDAY, SEPTEMBER 29, 2014:**

- a) 1:30 p.m. – 1:45 p.m. Consent Agenda, Vouchers, Warrants and Miscellaneous Items
- b) 1:45 p.m. – 2:00 p.m. Discussion/Possible Action: Revisions to Skagit County Code 14.44  
“Enforcement/Penalties”
- c) \*2:00 p.m. – 3:00 p.m. Executive Session Litigation – (RCW 42.30.110(1)(i))
- d) \*3:00 p.m. – 4:00 p.m. Executive Session (None Scheduled as of the Date of this Notice)

### **III. TUESDAY, SEPTEMBER 30, 2014:**

#### **FIFTH WEEK – NO AGENDA ITEMS SCHEDULED**

### **IV. WEDNESDAY, OCTOBER 1, 2014:**

- a) \*7:30 a.m. Breakfast for Champions of Diversity (McIntyre Hall Performing Arts  
and Conference Center, 2501 East College Way, Mount Vernon)
- b) \*6:00 p.m. Public Meeting with the Department of Ecology to Discuss Progress  
Toward Rural Water Solutions in the Skagit Watershed (Lincoln  
Theatre, 712 South 1<sup>st</sup> Street, Mount Vernon)

**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 29, 2014 (items 1 through 19):**

a) COMMISSIONERS:

1. Record of the Proceedings for Monday, September 22, 2014.
2. Record of the Proceedings for Tuesday, September 23, 2014.

b) COMMUNITY SERVICES:

3. Business Associate Agreement with Northwest ESD 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 (C20140067). 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.
4. Business Associate Agreement with Darlene Stuber 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 (C20130586). 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.
5. Business Associate Agreement with Presbyterian Counseling Services North 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 (C20130592). 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.
6. Business Associate Agreement with Consumer Voices are Born (CVAB) 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 (C20140209). 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.
7. Business Associate Agreement with Sea Mar Community 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 (C20130562). 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. Personal Services Agreement with Pioneer Human Services to provide safe, stable transitional housing to a minimum of sixteen (16) individuals per year with mental illness and/or substance use disorders who are exiting Skagit County jail, hospitals, and crisis services, as well as Skagit County residents exiting inpatient treatment services. The Agreement shall commence on October 1, 2014, and continue until December 31, 2015. Compensation shall not exceed \$385,000 and is funded by the 0.1% sales tax.

c) FACILITIES MANAGEMENT:

9. Vendor Services Agreement with Dimensional Communications, Inc. to replace the sound systems in four (4) courtrooms at the Skagit County Courthouse. Dimensional Communications, Inc. shall commence work within ten (10) days of execution of the Agreement and substantial completion of work shall be within sixty (60) consecutive calendar days from the Notice to Proceed and final completion within thirty (30) consecutive days thereafter. Compensation shall not exceed \$94,448.
10. Vendor Services Agreement with Cardona and Sons Painting for the painting of the exterior of the Salvation Army Building located at 1101 East College Way in Mount Vernon. Painting services shall include paint, painting materials, equipment, preparation of surfaces, clean up, and proper disposal of all materials. Compensation shall not exceed \$4,460 plus sales tax.

11. Vendor Services Agreement with Great Floors Commercial Sales to remove and dispose of existing carpet and install new Mainnington Carthage IV Carpet Tile in the Skagit County Auditor's Accounting Department located at 700 S. 2<sup>nd</sup> Street in Mount Vernon. The Agreement shall commence on the date of execution and shall continue for one year. Compensation shall not exceed \$11,895.02 and is based on a fee schedule.
12. Amendment No. 1 to Personal Services Agreement No. C20140062 with Semrau Engineering & Surveying, PLLC to provide an ALTA/ACSM Land Title Survey on properties designated by the County. The purpose of this Amendment is to add the following language to paragraph 12 of the original Agreement "The contractor's insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of contractor's insurance and shall not contribute to it. This Amendment also increases compensation by \$8,000 for a new compensation amount not to exceed \$33,000. All other terms and conditions shall remain the same including the termination date of December 31, 2014.

d) PARKS, RECREATION AND FAIR:

13. Amendment No. 1 to Personal Services Agreement No. C20140241 with Semrau Engineering & Surveying, PLLC to provide construction bid documents and specifications for site improvements, building pad and utility rough-in for the County's Clear Lake restroom facility project. The purpose of this Amendment is to provide construction phase administrative services as directed; add the following language to paragraph 12 of the original Agreement "The contractor's insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of contractor's insurance and shall not contribute to it. This Amendment also increases compensation by \$3,000 for a new compensation amount not to exceed \$14,000. All other terms and conditions shall remain the same including the termination date of December 31, 2014.

e) PLANNING AND DEVELOPMENT SERVICES:

14. Resolution amending Resolution No. R20140108 to direct Planning and Development Services to draft Transfer of Development Rights (TDR) Density Credit policies and code for further review and consideration through the County's established process for land use legislation.
15. Personal Services Agreement Berk Consulting, Inc. to assist the County with the 2016 Comprehensive Plan Update. The Agreement shall commence on the date of execution and continue until June 30, 2016. Compensation shall not exceed \$77,489.40 and is based on a fee schedule.

f) PROSECUTING ATTORNEY:

16. Amendment No. 1 to Agreement No. C20140089 with Northwest Regional Council (NWRC) to provide services to the State of Washington Boundary Review Board for Skagit County. The purpose of this Amendment is to provide NWRC access to the County's private network for the specific purpose of coordinating, implementing and supporting the State of Washington Boundary Review Board for Skagit County. All other terms and conditions of the original Agreement shall remain the same including the termination date ending on December 31, 2018, and the compensation amount not to exceed \$10,000 per year.

g) PUBLIC WORKS:

17. Supplemental Agreement No. 1 to Local Agency Standard Consultant Agreement No. C20130217 with Berger ABAM Inc. to provide engineering and environmental services for the Burlington Northern Overpass, Project # ES50510-8. The purpose of this Amendment is to replace Exhibit "E-1" Consultant Fee Determination Summary of Costs with an updated Exhibit "E-1", Fee Schedule for July 2014 through June 2015, in order to reflect the routine hourly wage rate updates. All other terms and conditions shall remain the same including the termination date June 30, 2015, and the compensation amount not to exceed \$1,402,406.

h) RISK MANAGEMENT:

18. Resolution continuing relationships with the Washington Counties Risk Pool and adding the Senior Human Resources/Risk Analyst position as an Alternate Director representing Skagit County.

i) SUPERIOR COURT:

19. Memorandum of Understanding (MOU) between the Washington State Patrol (WSP), Identification and Criminal History Section, WSP Contract No. C130736GSC, and Skagit County Superior Court to ensure the protection of criminal history record information between the WSP, Skagit County Superior Court, and the Federal Bureau of Investigation (FBI). This MOU provides guidance for the creation, viewing, modification, transmission, dissemination, storage and destruction of criminal history record information data. The MOU shall commence on the date of the last signature and shall continue for three (3) years. There is no monetary consideration associated with this MOU.

**V. RATIFICATION AGENDA (items 20 through 25):**

j) COMMUNITY SERVICES:

20. Resolution to authorize the ratification of an Interlocal Cooperative Agreement with the Mount Vernon School District to support a special education parent group for families of students in special services. Development of terms and scope of work delayed finalization of the Agreement and it was important to provide continuity of services to eligible participants.

21. Interlocal Cooperative Agreement with the Mount Vernon School District to support a special education group for families of students in special services. The Agreement commenced on September 3, 2014, and shall continue through December 31, 2014. Compensation shall not exceed \$7,500 and is funded by the Developmental Disabilities Millage funds.

k) OFFICE OF JUVENILE COURT:

22. Resolution authorizing the ratification of an Interlocal Cooperative Agreement with the Mount Vernon School District to jointly fund a BECCA Case Manager position to serve the School Districts and the Skagit County Office of Juvenile Court in implementing the truancy portion of the BECCA Bill as outlined by the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC). Finalization of the Agreement was delayed because it was received from the Mount Vernon School District on September 12, 2014.

23. Interlocal Cooperative Agreement with the Mount Vernon School District to jointly fund a BECCA Case Manager position to serve the Schools Districts and the Skagit County Office of Juvenile Court in implementing the truancy portion of the BECCA Bill as outlined by the Reviewed Code of Washington (RCW) and the Washington Administrative Code (WAC). The Agreement commenced on September 1, 2014, and shall continue until August 31, 2015. The Mount Vernon School District will reimburse Skagit County \$24,435.

l) PUBLIC DEFENDER:

24. Resolution authorizing the ratification of a Personal Services Agreement with Mari Doerner to provide consultation and representation relating to clients on behalf of the Skagit County Public Defender for mental health and involuntary commitment hearings in conjunction with Dennis Scott, Attorney at Law, including any jury trials as calendared by the Skagit County Clerk's Office. A signed contract was not processed or received prior to the commencement of services on September 1, 2014.

25. Personal Services Agreement with Mari Doerner to provide consultation and representation relating to clients on behalf of the Skagit County Public Defender for mental health and involuntary commitment hearings in conjunction with Dennis Scott, Attorney at Law, including any jury trials as calendared by the Skagit County Clerk's Office. The Agreement commenced on September 1, 2014, and shall continue until August 31, 2015. Compensation shall not exceed \$50,000 and is based on a fee schedule.