

SKAGIT COUNTY COMMISSIONERS' AGENDA

Meetings are held at 1800 Continental Place, Mount Vernon unless noted otherwise
Access for some meetings is provided [through Zoom](#) or by Telephone: 1 (253) 215-8782 #871 8000 1980
Public comments prior to final action per RCW 42.30.20(4) must relate to the specific agenda item

I. MONDAY, DECEMBER 23, 2024:

- a) 8:45 a.m. - 10:15 a.m. Briefing – Public Works, Planning and Development Services, Public Health, Emergency Medical Services, Parks, Recreation and Fair
- b) *11:00 a.m. Pledge of Allegiance
- c) *11:00 a.m. - 11:30 a.m. Consent Agenda, Vouchers, Warrants and Miscellaneous Items:
 - 1. Public Comment (Specifically related to the agenda item)
- d) *11:30 a.m. - 11:45 a.m. Board of County Commissioners:
 - 1. Public Comment Period
 - 2. County and Individual Success Stories
 - 3. Miscellaneous (announcements, letters, etc.)
- e) *11:45 a.m. - 12:00 p.m. Budget and Finance – Trisha Logue, Director:
 - 1. Public Hearing/Possible Action: To Consider Testimony Regarding the Fourth Quarter Skagit County Budget Amendment
- f) *12:00 p.m. - 12:30 p.m. Skagit County Elected Officials Swearing-In and Recognition Ceremony
- g) 1:30 p.m. - 2:30 p.m. Executive Session (Potential Litigation - RCW 42.30.110(1)(i))
 - 1. Call Public Meeting to Order
 - 2. Executive Session
 - 3. Reconvene Public Meeting for the sole purpose of Adjournment
- h) 2:30 p.m. - 4:00 p.m. Commissioners Briefing

II. WEDNESDAY, DECEMBER 25, 2024:

CHRISTMAS HOLIDAY - COUNTY OFFICES CLOSED

MONDAY, DECEMBER 23, 2024: **BID OPENING (*Clerk of the Board & Facilities Staff*)**

*10:30 a.m. (or soon thereafter) Two (2) Security X-Ray Imaging Systems

FUTURE BID OPENING:

Tuesday, January 14, 2025, 12:00 p.m. Skagit County Prosecutor's Office Tenant Improvements (TI) Project

FUTURE PUBLIC HEARING:

Monday, January 6, 2025, 10:00 a.m. To Consider Testimony Regarding an Extension of Interim Ordinance Declaring an Emergency and Adopting a Moratorium on the Acceptance of Permit Applications for Certain Uses and Activities on Agricultural Lands

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

Sessions marked with an asterisk * will be televised live on Comcast Channel 21, WAVE cable channel 21 (La Conner and surrounding areas,) and in Anacortes on Comcast channel 26 and streamed online live at www.skagitcounty.net/skagit21. Recorded meetings are re-broadcast daily at 3:00, 6:00, 9:00, 12:00 am and pm and can also be viewed ON DEMAND online at www.skagitcounty.net/Skagit21. •Social event – This is a social event only and no county business or action will be taken at this event.

1. CONSENT AGENDA FOR MONDAY, DECEMBER 23, 2024 (items 1 through 39):

a) COMMISSIONERS:

1. Record of the Proceedings for Monday, December 16, 2024.
2. Record of the Proceedings for Tuesday, December 17, 2024.
3. Record of the Proceedings for Thursday, December 19, 2024.
4. Resolution to reappoint members to the Agriculture Advisory Board. Steve Wright of District 1, Justin Hayton of District 2, and Kim Mower of District 3 will serve three-year terms that will begin on January 1, 2025 and end on December 31, 2027.

b) ADMINISTRATIVE SERVICES:

5. Amendment No. 1 to Personal Services Agreement No. C20240173 with Maureen Pettitt to provide technical assistance, planning and facilitation for a series of workshops for the Public Defender Department. This Amendment extends the term of the Agreement from December 31, 2024 to December 31, 2025. Compensation remains the same and shall not exceed \$25,000. All other terms and conditions of the original Agreement shall remain in effect.
6. Amendment No. 1 to Personal Services Agreement No. C20220562 with PFM Financial Advisors LLC to provide financial advisory and consulting services to the County for all debt planning and financing services initiated by the County during the contract period. This Amendment extends the term of the Agreement from December 31, 2024 to December 31, 2026. Compensation remains the same, is based on a fee schedule, and shall not exceed \$100,000. All other terms and conditions of the original Agreement shall remain in effect.
7. Personal Services Agreement with Economic Development Alliance of Skagit County (EDASC) to partner with Beacon Economics, LLC to deliver an Economic Forecast Presentation by Dr. Christopher Thornberg on February 20, 2025. Compensation shall not exceed \$5,000. The Agreement shall commence on January 1, 2025 and continue until March 1, 2025.
8. Agreement with the Skagit County Historical Society to provide funding for operation of the Museum, use of an artifact storage area, and support for information technology. Compensation for the 2025 calendar year shall not exceed \$162,000. The Agreement shall commence on January 1, 2025 and continue until December 31, 2027.
9. Personal Services Agreement with Skagit Tourism Bureau to undertake all duties outlined in Interlocal Cooperative Agreement No. C20200219 (Exhibit "D") and the Work Plan (Exhibit "E"). Compensation shall be up to, but not exceed 100% of the monthly revenue received by Skagit County as well as up to \$105,000 from reserves for work outlined in Exhibit "E". The Agreement shall commence on January 1, 2025 and continue until December 31, 2025.

c) ASSIGNED COUNSEL:

10. Personal Services Agreement with Law Offices of Jason Ans Smith and North County Public Defense, PLLC to provide consultation and representation for cases considered to be conflict of interest cases for the Skagit County Public Defender's Office that have been determined to be within the scope of indigent defense. Case referrals will be from Superior Court, Juvenile Court, and District Court. Compensation is based on a rate schedule and shall not exceed \$360,000. The Agreement shall commence on January 1, 2025 and continue until December 31, 2026.
11. Personal Services Agreement with James W. Nelson, Attorney at Law to provide consultation and representation for cases considered to be conflict of interest cases for the Skagit County Public Defender's Office that have been determined to be within the scope of indigent defense. Case referrals will be from Superior Court, Juvenile Court, and District Court. Compensation is based on a rate schedule and shall not exceed \$350,000. The Agreement shall commence on January 1, 2025 and continue until December 31, 2026.
12. Personal Services Agreement with Law Office of Wendy S. Wall, Inc. PS to provide consultation and representation for cases considered to be conflict of interest cases for the Skagit County Public Defender's Office that have been determined to be within the scope of indigent defense. Case referrals will be from Superior Court, Juvenile Court, and District Court. Compensation is based on a rate schedule and shall not exceed \$200,000. The Agreement shall commence on January 1, 2025 and continue until December 31, 2026.
13. Personal Services Agreement with Law Office of Wendy S. Wall, Inc. PS to provide indigent defense representation for Guardianship cases to clients referred by Superior Court or approved by the Presiding

Judge for Assigned Counsel. Cases include those under the Uniform Guardianship Act RCW 11.130.200. Compensation is based on a rate schedule and shall not exceed \$200,000. The Agreement shall commence on January 1, 2025 and continue until December 26, 2026.

d) EMERGENCY MANAGEMENT:

14. Emergency Management Performance Grant Agreement No. E25-243 with the Washington State Military Department and the U.S. Department of Homeland Security for emergency management funding to provide Federal funds to assist governments in preparing for all hazards through sustainment and enhancement of the programs described in the Work Plan. Compensation to Skagit County shall not exceed \$61,967. The Agreement is ratified to commence on June 1, 2024 and shall continue until September 30, 2025.
15. Resolution authorizing the transfer of surplus equipment consisting of one (1) Alinco Amateur Ham Radio to Skagit County Public Hospital District No. 1. Compensation to Skagit County for this transfer shall not exceed \$5.00.

e) EMERGENCY MEDICAL SERVICES:

16. Personal Services Agreement with Matthew Russell, M.D., to provide Emergency Medical Services Medical Program Director (MPD) services pursuant to Washington Administrative Code (WAC) 246-976-920. Annual compensation amounts have been set and will be billed in equal monthly installments. Total compensation for the entire term of the Agreement shall not exceed \$530,637. In the event there is no Delegate/Assistant MPD, and the Contractor is responsible for the full workload, the Contractor shall be paid an additional \$3,000 per month. The Agreement shall commence on January 1, 2025 and continue until December 31, 2030.

f) FACILITIES MANAGEMENT:

17. Amendment No. 2 to Standard AIA Form of Agreement No. C20240082 with Dawson Construction LLC to remove the rooftop jail structure from the courthouse while preserving mechanical spaces and parapet braces prior to reroofing. This Amendment increases compensation by \$14,274.45 for additional work on issues discovered during construction. Total compensation shall not exceed \$2,625,390.08 plus tax. All other terms and conditions of the original Agreement and prior Amendment shall remain in effect.
18. Amendment No. 1 to Vendor Services Agreement No. C20240118 with Harris Pacific Northwest, LLC to install two new HVAC Coils to the air handler unit at the Skagit County Public Safety Building located at 600 South 3rd Street in Mount Vernon. This Amendment extends the term of the Agreement from December 31, 2024 to March 1, 2025. Compensation remains the same and shall not exceed \$29,986.37. All other terms and conditions of the original Agreement shall remain in effect.
19. Amendment No. 1 to Vendor Services Agreement No. C20240443 with Harris Pacific Northwest, LLC to install two new HVAC Coils to the air handler unit at the Skagit County Public Safety Building located at 600 South 3rd Street in Mount Vernon. This Amendment extends the term of the Agreement from December 31, 2024 to March 1, 2025. Compensation remains the same and shall not exceed \$31,554.18. All other terms and conditions of the original Agreement shall remain in effect.
20. Amendment No. 1 to Vendor Services Agreement No. C20240531 with Harris Pacific Northwest, LLC to supply and install a fire and smoke damper in the Skagit County Data Center located at 2915 East College Way in Mount Vernon. This Amendment extends the term of the Agreement from December 31, 2024 to March 1, 2025. Compensation remains the same and shall not exceed \$19,856 including applicable taxes. All other terms and conditions of the original Agreement shall remain in effect.

g) INFORMATION SERVICES:

21. Amendment No. 2 to Personal Services Agreement No. C20220534 with White Rabbit Group, Inc. to perform web site maintenance, design and implementation for Skagit County WordPress web site(s) as directed by Skagit County Government. This Amendment extends the term of the Agreement from December 31, 2024 to December 31, 2025. Compensation remains the same and shall not exceed \$18,000. All other terms and conditions of the original Agreement and prior Amendment shall remain in effect.
22. Fixed Assets CS Professional Suite Software Order Form with Thompson Reuters for tax and accounting software for the Auditor's Office. Compensation shall not exceed \$10,000. The Agreement shall commence on the date of execution and continue until December 31, 2027.

h) OFFICE OF JUVENILE COURT:

23. Vendor Services Agreement with Day Wireless Systems to provide the Juvenile Detention Facility with updated radios. Compensation shall not exceed \$9,839.96. The Agreement shall commence on the date of execution and continue for one year.

i) PLANNING AND DEVELOPMENT SERVICES:

24. Resolution establishing Skagit County's Exemption from the Permit Fee Refund Requirements of RCW 36.70B.080(1)(I).

j) PUBLIC HEALTH:

25. Personal Services Agreement with Family Promise of Skagit Valley to plan, manage, and operate a low-barrier temporary, seasonal drop-in shelter. Compensation shall not exceed \$93,250. The Agreement is ratified to begin on November 1, 2024 and shall continue until April 30, 2025.
26. Amendment No. 1 to Personal Services Agreement No. C20240021 with Lifeline Connections to provide jail transition services to adult inmates with behavioral health disorders to facilitate a safe transfer from Skagit County Criminal Justice Center into community-based services. This Amendment increases compensation from \$115,732 to \$172,398 and extends the term of the Agreement from December 31, 2024 to June 30, 2025. All other terms and conditions of the original Agreement shall remain in effect.
27. Amendment No. 1 to Personal Services Agreement No. C20240148 with Menrva Labs LLC to provide photography services designed to help communicate North Star's target population, goals and achievements by capturing high-quality photographs of local people and places. This Amendment extends the term of the Agreement from December 31, 2024 to December 31, 2025. Compensation remains the same and shall not exceed \$10,000. All other terms and conditions of the original Agreement shall remain in effect.
28. Amendment No. 2 to Agreement No. C20170271 with Nurse-Family Partnership to provide support to help Skagit County implement the Nurse-Family Partnership® Program at the local level. This Amendment allows for the participation of pregnant women in the NFPx Initiative and adjusts compensation within the annual fee schedule. All other terms and conditions of the original Agreement and prior Amendment shall remain in effect.

k) PUBLIC WORKS:

29. Resolution to publish a general notice and information regarding Noxious Weed Control Board meetings.
30. Amendment No. 3 to Personal Services Agreement No. C20220023 with Natural Systems Design to provide as-needed support (on an on-call task assignment basis) for management and administration of non-federally funded capital flood, stormwater, and drainage projects. This Amendment extends the term of the Agreement from December 31, 2024 to December 31, 2025 and updates the fee schedule. Compensation remains the same and shall not exceed \$100,000. All other terms and conditions of the original Agreement and prior Amendments shall remain in effect.
31. Amendment No. 1 to Vendor Services Agreement No. C20230501 with NRC Environmental Services, Inc. to inspect and clean oil-water separators and any associated stormwater infrastructure in accordance with Washington State Department of Ecology guidelines for the National Pollutant Discharge Elimination System (NPDES) Permit Program. This Amendment increases compensation from \$138,700 to \$150,000 and extends the term of the Agreement from December 31, 2024 to December 31, 2026. All other terms and conditions of the original Agreement shall remain in effect.
32. Amendment No. 1 to Personal Services Agreement No. C20240297 with Crucible Engineering, LLC to provide as-needed Naval Architectural and Marine Engineering Services for the Ferry Division of Public Works on non-federally funded projects. This Amendment increases compensation by \$200,000 for a new compensation not to exceed \$400,000. The term remains the same and shall continue until June 24, 2026. All other terms and conditions of the original Agreement shall remain in effect.
33. Personal Services Agreement with Natural Systems Design, Inc. to complete final design, bidding and construction support for three fish passage restoration projects through three culverts located on Dry Creek and Barrel Springs. Compensation is based on a rate schedule and shall not exceed \$109,912.99. The Agreement is ratified to commence on November 1, 2024 and shall continue until December 31, 2026.
34. Cooperative Service Agreement No. 25-7353-2009-RA, Work Plan/Financial Plan with the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), to set forth the objectives, activities and budget of wildlife control activities to assist Skagit County in reducing the number of nuisance birds at the Anacortes/Guemes Island Ferry Terminals. Compensation shall

not exceed \$11,046.79 and is based on a fee schedule. The Agreement shall commence on January 1, 2025 and continue until December 31, 2025.

35. Proposal of Insurance from Arthur J. Gallagher Risk Management Services, LLC for a Pollution Legal Liability policy from Ironshore Specialty Insurance for the Whitmarsh/March Point Landfill remediation project. Compensation shall not exceed \$147,856 plus taxes. The Agreement shall commence on April 1, 2025 and continue until April 1, 2026.
36. Access License with Mid-Valley Resources, Inc. to complete on-the-ground surveys along portions of Savage Creek for the Mill Creek feasibility study on Parcel No. P43148. No compensation is associated with this document. Access will be provided on the date of execution and continue until September 1, 2025.

l) **RISK MANAGEMENT:**

37. Travelers Insurance Policy Renewal with Wycoff Insurance Agency Inc. for Policy #660-467L1276. Compensation shall not exceed \$565. Coverage is from January 16, 2025 through January 16, 2026.

m) **SHERIFF:**

38. Resolution to procure a Mini-CALIBER Robot from ICOR Technology, Inc. through the United States Government pursuant to the provisions of RCW 39.32.090.
39. Purchase Order with ICOR Technology, Inc. for a Mini-CALIBER Robot. Compensation is based on a GSA fee schedule and shall not exceed \$75,805.52 plus sales tax. The Purchase Order is effective on the date of execution and shall continue until December 31, 2025.

2. MISCELLANEOUS AGENDA (1 item):

a) **PARKS AND RECREATION:**

1. Water Line Easement with Skagit County as Grantor and Grantee for a perpetual, non-exclusive utility easement for residential potable water lines on Parcel Numbers P45191 and P45245. No compensation is associated with this Easement. The Easement shall commence on the date of execution.