

## ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE SEPTEMBER 4, 2024

Those interested in attending the meeting virtually may use the following link:  
<https://zoom.us/j/95701446335?pwd=U2N4V1FXSVdiNDJLL1B2UXIDc3F2QT09>  
or for voice only, **Dial by your location:** (253) 215-8782  
**Meeting ID:** 957 0144 6335 **Passcode:** 969196

9:15 a.m.	General Services Administration
9:55 a.m.	County Administration
10:45 a.m.	Auditor
10:55 a.m.	Superior Court
11:10 a.m.	Information Technologies

### NOON BREAK

1:00 p.m.	Public Works
1:20 p.m.	Planning & Community Development

The Board of County Commissioners meets routinely in Work Session the first three Wednesdays of each month. Work Sessions are held in the Annex Building, Board of County Commissioners' Hearing Room, #B102, 1 NE 6<sup>th</sup> Street, Coupeville, WA.

Work Sessions are public meetings that provide an informal workshop format opportunity for the Board to review ongoing items with departments or to meet with other agencies, committees, or groups to discuss specific topics of mutual interest. Items are typically reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

While Work Sessions do not have time set aside for verbal public comment, written public comment is welcomed and can be directed to the Clerk of the Board by submitting comments to [CommentBOCC@islandcountywa.gov](mailto:CommentBOCC@islandcountywa.gov). If you have questions regarding public comment, you may call (360) 679-7385. Written public comments are considered a public record.

Times for each department are approximate; a time slot scheduled for a specific department may be revised as the Work Session progresses. Because of the workshop format and time sensitivity, certain items, topics, and materials may be presented that are not included in the published agenda. **If you are interested in reviewing those documents, please contact the Clerk of the Board at (360) 679-7354.**

**NOTE: Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the [Agenda Center](#) on the Island County website.**



**ISLAND COUNTY HUMAN RESOURCES/GSA**

**WORK SESSION AGENDA**

**MEETING DATE: 9/4/2024**

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**To:** Jill Johnson, Chair  
Board of Island County Commissioners

**From:** Catherine Reid, Director

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**Amount of time requested for agenda discussion. 40 minutes**

**DIVISION:** Administrative

**Agenda Item No.: 1**

**Subject:** WSU Extension

**Description:** WSU update on work to the Board and Agreement

**Attachment:** Interlocal Agreement and Memorandum of Agreement

**Request:** (Check boxes that apply)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Complete

**P.A. Review:** Complete

**Agenda Item No.: 2**

**Subject:** Historical Preservation Grant

**Description:** Recommendations for Historical Preservation Grants and request Board approval to development agreements and bring to Consent Agenda.

**Attachment:** Spreadsheet with Recommendations

**Request:** (Check boxes that apply)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Complete

**P.A. Review:** Not Applicable

INTERLOCAL COOPERATIVE  
AGREEMENT BETWEEN  
WASHINGTON STATE UNIVERSITY  
AND  
ISLAND COUNTY

THIS AGREEMENT is made and entered into by and between Washington State University ("WSU") and Island County, Washington ("COUNTY") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The mission of Washington State University Extension is to assist the people of Washington State in making informed decisions through research and experience-based educational programs, to improve agriculture and natural resources, to improve capabilities of individuals and families, to aid communities in developing and adapting to changing conditions, and to provide developmental opportunities for youth; Washington State University Extension conducts educational programs in all thirty-nine counties in the State of Washington; faculty members and support staff are employed to plan, conduct, and evaluate these programs; counties maintain close coordination and cooperation with Washington State University Extension to provide clientele with educational programs.

This Interlocal Agreement intends to provide clientele in Island County with Extension educational programs and other higher education opportunities offered by WSU.

WSU agrees to the following:

- a. Provide services as outlined in Exhibit A
- b. Submit a monthly fixed amount invoice to COUNTY as outlined in Paragraph three below.
- c. Give access to the WSU Training room to other COUNTY departments when available with the understanding that WSU educational programming has priority *over* the use of the room. The room may not be booked more than thirty (30) days in advance.
- d. Provide free public access to the internet through the Drive-By WiFi or WSU Guest services at both WSU Extension offices in Island County.

County agrees to the following:

- a. Island County agrees to provide support for a county-based WSU Extension Office for a period of two (2) years from the date of this Agreement based on the agreed-upon level of service. Services and level of support will be reviewed annually and agreed to by the date the county budget is approved. At the end of the two-year period, Island County will agree to reassess the arrangement and determine how WSU Extension should continue providing extension and higher education programs and opportunities in Island County

- b COUNTY will provide the WSU Extension, Island County Director, access to the county commissioners at regularly scheduled work sessions at least four (4) times a year to discuss WSU Extension programming and other related business.
- c COUNTY will provide Office Space of at least twenty-six hundred and seventy seven (2,677) square feet in Coupeville and at least two hundred and forty-eight (248) square feet on Camano Island, custodial services, maintenance, and utilities (electricity, propane) to the WSU Extension program.
- d COUNTY will allow WSU Extension to use Island County Multi-Purpose Center at 141 NE Camano Drive meeting room through the checkout program managed by the Island County GSA staff located at the Camano Administration Building customer service counter.
- e COUNTY will allow WSU to obtain gasoline from vehicle fueling stations located at the County Road Shops (Oak Harbor, Coupeville, Bayview, and Camano Island). It is understood that fuel will be obtained and used solely for WSU owned vehicles at a reimbursable cost to the County, including an administration fee. The County will bill WSU Extension monthly for fuel obtained. WSU will pay invoices within 30 days from receipt of the invoice.

2. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2024 – December 31, 2025. By July 1 each year, WSU will submit a request for funding for the following year to be considered with COUNTY's preliminary budget.

3. MANNER OF FINANCING: The COUNTY agrees to pay WSU for services listed at the agreed-upon amount in Appendix A for the calendar year. WSU will invoice a flat fee to COUNTY no more frequently than monthly. Such invoice will be paid within thirty days of receipt by COUNTY.

4. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

4.1 The COUNTY's representative shall be the General Services Director.

4.2 WSU's representative shall be the WSU Extension, Island County Director.

5. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

6. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law.

7. TERMINATION: Any party hereto may terminate this Agreement upon ninety (90) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8. CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS: The Agreement may be changed, modified, amended, or waived only by written Agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

9. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

10. ENTIRE AGREEMENT: This Agreement including Exhibits A which are hereby incorporated into this Agreement by reference contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

11. ASSIGNMENT AND SUBCONTRACTING: No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

12. INDEPENDENT CONTRACTOR: WSU services shall be furnished by WSU as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee, but all payments made hereunder, and all services performed shall be made and performed pursuant to this Agreement by WSU as an independent contractor.

WSU acknowledges that the entire compensation for this Agreement is specified in Paragraph 3 and WSU is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Island County employees.

Vickie McCracken 6/12/2024

Dr. Vickie McCracken Date  
Associate Dean and Director  
WSU Extension

Dated this \_\_\_ day of January, 2024

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Jill Johnson, Chair

  
Matthew Michener Date  
~~Assoc.~~ ~~Assistant Director~~  
Office of Research Support and  
Operations

6/13/24

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Melanie Bacon, Member

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Janet St. Clair, Member

Attest:

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Jennifer Roll, Clerk of the Board

**Exhibit A**  
**Educational Programs Provided by WSU**

For the amount of \$333,988 for the calendar year 2024, WSU Extension agrees to maintain office services from 9:00 AM to 4:30 PM five days a week (Monday through Friday) at the main WSU Extension office at 406 N. Main Street in Coupeville or virtually if restricted by State or WSU guidelines for compliance with the Covid-19 pandemic. WSU agrees to notify the Island County in the event office services can't be maintained for a week or longer. In exchange, WSU Extension agrees to provide the following services with the indicated performance assessments to be summarized in an Impact Statement for each program no later than September 30, 2024, for the previous twelve months:

**Agricultural and Natural Resources**

**Operate an Agricultural and Natural Resources program to include:**

1. Farm Systems outreach, applied research and education to commercial agricultural producers in Island County:
  - a. Offer at least two workshops or programs in animal husbandry, irrigation, drainage, crop production, farm safety, or other topics appropriate for Island County producers.
  - b. Depending on demand, offer a yearly workshop focused on encouraging support for women in agriculture.
  - c. Depending on demand, offer multi-week courses from Cultivating Success program to encourage and assist new farmers.
  - d. Facilitate continuing education focused monthly meetings of the Whidbey Island Growers Association with the Conservation District.
  - e. Provide access to WSU technical assistance and recommendations for all levels of agricultural need.
2. Master Gardener program to include:
  - a. Provide oversight of trained volunteers and management of a demonstration garden at the Greenbank Farm.
  - b. Coordinate with the Island County Master Gardener Foundation to deliver outreach to Island County residents through plant clinics, workshops, and youth education programming.
  - c. Depending on demand, offer Master Gardener training at least once every other year.
  - d. Offer at least ten continuing education programs to Master Gardeners that will also be open to the public at no charge.
  - e. Answering gardening questions and the needs of the general public in various formats.
3. Shore Steward education and outreach to Island County residents:
  - a. produce at least four Shore Stewards newsletters per year through the Shore Stewards participants listserv and make these newsletters available to the public through the WSU Island County Shore Stewards Facebook page and the WSU Extension Island County webpage.
  - b. Actively engage and recruit new Island County property owners on best practices for living on the Shore of Whidbey and Camano Islands.

- c. Offer at least four seminars or workshops on shoreline living or related topics.
- d. Serve as an exofacial member of the Marine Resources Committee.

**4. Forestry program to include education and outreach to Island County residents:**

- a. Three online Coached Planning courses available to Island County forest owners
- b. An online winter school available to Island County forest owners
- c. An online field day available to Island County forest owners
- d. Newsletters, websites, directories, and other online resources available and relevant to Island County forest owners
- e. Off-site technical assistance consultations as needed for Island County forest owners
- f. Two new or revised Extension publications relevant to Island County forest owners submitted for publication
- g. Six new or revised online modules relevant to Island County forest owners submitted for publication
- h. 1-, 3-, and 8-Year follow-up assessments of major programs done for Island County forest owners in 2023, 2021, and 2016.
- i. 2 Island-county specific online workshops/seminars (e.g., an Island County specific topic or for an Island County organization such as Sound Waters, Camano Backyard Habitat, or Island County MGs)
- j. One in-person workshop on Whidbey

**5. Waste Wise program provides education on reducing waste through reduction, reuse, recycling, and compost.**  
Oversee the implementation of the Waste Wise program to provide community education and outreach regarding waste reduction, reuse, recycling, and composting to the youth, adult, and commercial populations.

- a. Educational outreach:
  - i. Educational Material Development - Research and develop three fact sheets/brochures/promotional documents, webpages, or newspaper articles. Topics might include contamination, local recycling habits, food waste, promotion of reuse stores, or other issues as needed.
  - ii. Assist in Solid Waste Management CROP.
  - iii. Youth Education Outreach - As possible, conduct classes and support projects in a minimum of three schools.
  - iv. Adult Education Outreach - For adults, conduct four or more waste reduction classes/workshops/presentations online or in person.
- b. Waste reduction consultation and support:
  - i. Provide facilities, businesses, and organizations with education and consultation support.
  - ii. As possible, provide waste reduction event consultation/support for community events and host or manage reduce/reuse/recycle events.
- c. Volunteer management:

- i. Create and conduct online Waste Wise volunteer training, provided demand is present.
- ii. Provide general volunteer training and support.
- d. Additional Duties and Activities:
  - i. Engage in conferences, partnerships, professional development.
  - ii. Maintain administrative duties:
    - 1. Quarterly reports
    - 2. Annual report - Impact Statement
    - 3. As requested by BOCC, design and implement an Earth Day Commissioner Challenge event.
    - 4. Collaborate with staff to develop and recommend local waste reduction branding logo, slogan, and theme.
- e. Litter reduction program:
  - i. Recruit, coordinate, and monitor "purple card" volunteer cleanup activities.
  - ii. Collect up to five thousand pounds of litter on beaches.
  - iii. Coordinate approximately one thousand hours of volunteer time for beach litter cleanup and outreach projects.
  - iv. Coordinate beach litter cleanup post-July 4 activities at Double Bluff Beach.
  - v. Provide litter education through bi-weekly newsletters.
  - vi. Research and create brochure or factsheet covering plastics and brochure covering the program.

## **Youth and Family Programs**

**Operate a 4-H Youth Leadership Program to include programming for youth between five and nineteen years of age in leadership, citizenship, and life skills.**

1. Operate a 4-H Youth Leadership Program to include programming for youth between the ages of five and nineteen in leadership, citizenship, and life skills.
  - a. Set a goal of serving at least one hundred and fifty youth.
  - b. Set a goal of recruiting six new leaders and twenty-five new youth members.
  - c. Set a goal of two new clubs, including one STEM-oriented club.
  - d. Recruit Island County 4-H youth to the 2024 Know Your Government (KYG) training in Olympia.
  - e. Maintain an adult volunteer program for the 4-H Youth Leadership Program.
  - f. Conduct at least four events for all 4-H members.
  - g. Attempt to get 4-H programming on Camano Island.

- 2 **Operate a Family and Consumer Science Nutrition Education and Food Access program to include:**

Deliver the SNAP-Ed and community garden program in eligible areas, including schools, food banks, farmers markets, and other food access points available to SNAP-eligible families and individuals, including those stationed at Naval Air Station Whidbey Island.

- a. Operate a Family and Consumer Science Nutrition Education and Food Access program conducted through SNAP-Ed, focused on school and community gardens **in** eligible schools and other community sites.
- b. Coordinate school gardens at Crescent Harbor and Olympic View Elementary School.
- c. Facilitate the use of the gardens by school staff, parents, and community members to support policy, systems, and environmental changes that improve the food and nutrition.
- d. Conduct needs assessments **in** the broader community to identify additional opportunities to improve access to healthy foods and physically active lifestyles for SNAP-eligible individuals and families, including those serving at the NAS.

## **Higher Education**

**For Credit Course Access-** provide physical access to WSU higher educational opportunities for both credit and continuing education programs available through WSU Academic Media Services and Global Campus.

- a. Provide open access to weekly seminars during the WSU fall and spring semesters.
- b. By prearrangement, offer classes for students enrolled **in** courses at WSU Everett or Pullman campuses

## **Federal Funds**

The following funds will be provided under this Memorandum of Agreement for the period January 1,2024 through December 31, 2024 to provide an extension program.

Federal Funds	\$0.00	Non-Federal Funds	\$333,988
		TOTAL FUNDS \$333,988	

It is understood that non-Federal funds provided by the County in support of this agreement may be identified by WSU as match for Federal capacity program (Hatch Act, Smith-Lever Act, etc.) funds received by WSU to support Extension activities.

Applicant	Amount Requested	Project/Use of Funds	Recommended Amount of Grant
Island County Historical Society	\$10,000	Digitizing archival collection and maps; continued preservation; move library to museum; create card catalog for newly organized library.	\$9,000
Pacific Northwest Naval Air Museum	\$7,000	Metal cabinet to store large photos and documents and maps.	\$6,500
Port of Coupeville	\$20,000	Replacement windows for Wharf; total cost is \$180,000	0
SW Historical Society	\$5,000	Digitize newly discovered historic records - 38 bankers boxes from 1840s	\$4,500
Stanwood Area Historical Society	\$1,000 (because late)	Support for Historic Sites Tour and SAHS Online Collections Photograph Database	
Totals	\$43,000		\$20,000



## ISLAND COUNTY COUNTY ADMINISTRATION

### WORK SESSION AGENDA

MEETING DATE: 9/4/2024

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To: Jill Johnson, Chair  
Board of Island County Commissioners  
From: Michael Jones, County Administrator

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Amount of time requested for agenda discussion. 50 minutes

**DIVISION:** Administrative

**Agenda Item No.: 1**

**Subject:** Draft 2025 Legislative Agenda

**Description:** The County Administrator is providing a draft Legislative Agenda for Board consideration. A revised version acceptable for the Board will be provided to our consultant for review prior to them meeting with the Board later in September.

**Attachment:** Draft 2025 Legislative Agenda (Annotated)

**Request:** *(Check boxes that apply)*

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input checked="" type="checkbox"/> Other: <u>Request permission to forward to GTH</u>

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

**DIVISION:** Diversity Equity Inclusion

**Agenda Item No.: 2**

**Subject:** DEI Organizational Assessment

**Description:** This is an introduction to ReadySet, the firm hired for our DEI Organizational Assessment. We will discuss the methodology and the scope of work.

**Attachment:** Scope of Work

**Request:** *(Check boxes that apply)*

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



## 2025 Legislative Priorities

New/revised sections highlighted

### **Ituha Stabilization Facility – Bridge Operating Dollars and Design for Bed Expansion**

The Ituha Stabilization Center, located in Oak Harbor, provides mental health stabilization services, secure withdrawal management (SWM), medically assisted treatment (MAT), and inpatient treatment referrals to individuals in Island County and surrounding communities, including Skagit and San Juan Counties. This is the only secure withdrawal management and stabilization facility in Island County, allowing constituents to access life-saving care without needing to travel to the mainland. Currently, the Ituha Center has 10 beds. There is a need for additional service capacity in the community, and the facility could be expanded to include 6 more beds, for a 16-bed total. The County is ready to move into the construction phase of facility expansion with completion by the end of 2026. **Island County requests \$900,000 in the Capital budget to complete the facility expansion.**

### **Bridge to Boat Trail**

A request for money to fund a master plan that expands on our existing work to build a multimodal trail from Deception Pass Bridge to the Clinton Ferry Terminal.

- Transportation planning is likely to be considered part of our regular governmental responsibilities and would not be a strong candidate for a special ask.
- The Legislature could reasonably expect us to have used IRTPO funds for this work.
- In contrast, the Legislature has shown support for non-vehicular transportation facilities, and multimodal transportation and trails are sometimes considered outside of the regular transportation budget.

**Remote Court Facilities** – This is a proposal to equip office space at the Camano Administration Building with remote court facilities (AV equipment). It would provide a location for court participants to attend video court.

- I researched and reviewed this with District Court and Superior Court. Neither of them indicated that there is substantial unmet need.
- AV equipment is notoriously difficult to operate. Operating it will likely generate demand for staff support.
- Commissioner St. Clair suggested this proposal. She recommends it be dropped based on the research.

### **Cottage and Home Industry Regulations**

This would be a request that the state not take action to move food production regulatory oversight from WA Department of Agriculture (Ag) to WA Department of Health (DOH). Research by GTH finds that DOH is no longer proposing this, but that one or more Legislators likely will. The proposal will transfer the regulation to DOH and would allow the local department/board to decide whether to take local enforcement authority from the state or not. WSALPHO will support this concept, as will Ag and DOH.

- This is something to watch closely.
- Moving regulation authority to DOH will likely increase standards. Local oversight will most likely be required to enforce DOH standards.
- It may be effective for Commissioners to work with peers in other counties to build support for maintaining local decision-making authority.

### **Election Office Security Improvements**

This is a request for money for capital improvements for our elections office. We currently rent an undersized space. A best-case scenario would be to buy a building that could serve the Island County voters for an extended time frame. Remodeling a rented space is not an ideal investment.

- Money to support election facilities seems to be well-timed. There are likely to be several incidents across the country that will generate media around election security this fall.
- The story of our under-sized facility, that lacks public space, lacks space for election observers, and is not designed with best security practices in mind, could be compelling.
- There are multiple buildings throughout the County that should be considered. We could likely complete this project for \$2.0-\$3.0 million.
- A request to the state for up to \$1.0 million (with an equal or greater match by the County) to purchase and renovate a new election office is not an unreasonable ask.

### **Fund Island County Transportation Needs:**

#### *Regional Ferry Needs*

Island County is a coastal community that relies on the state ferry system for mobility. Without a robust and reliable ferry system, County residents lack access to essential services and travel. Island County requests full funding for regional ferry needs, including:

- Full operational funding, including staffing, to operate two ferries on the Coupeville/Port Townsend Route and Clinton/Mukilteo Route
- Second half of capital funding for a replacement ferry boat in the fleet
- Support the Joint Legislative Transportation Committee Workforce Plan for Washington State Ferries

#### *SR-20 Shoulder Widening – Race Road to Welcher Road*

This WSDOT-led project will widen the shoulder on SR-20 from Race Road to Welcher Road. In addition to safety benefits, the 4-foot shoulder will improve emergency vehicle access and bicycle and pedestrian mobility. While design is fully funded, \$3.5 million is needed to complete construction. Island County respectfully requests **\$3.5 million** to finish the project and requests WSDOT improvements are completed on schedule, in 2026.

#### *Deception Pass Park Highway 20 Corridor Safety Plan and Improvements*

Vehicular and pedestrian traffic on SR-20 on the Deception Pass Bridge and the approach from both the north and south is creating a hazard for the multitude of residents and tourists that travel on the highway and visit the iconic facility. The County and WSDOT have completed design for replacement guardrails that would both satisfy safety standards and meet historic character specifications. In addition to guardrail replacement, other safety measures need to be planned, designed, and installed to protect park visitors, drivers and cyclists. WSDOT should be tasked with developing and implementing a Deception Pass Park Highway 20 Corridor Safety Plan.

#### *Roundabout at East Camano Drive and Cross Island Road*

Island County requests **\$3.4 million** to complete a roundabout at the intersection of East Camano Drive, Cross Island Road, and Arrowhead Road. The existing intersection experiences high rates of collision due to poor visibility. The total project cost is \$5.0 million. The County has included this project in their Transportation Improvement Plan and will provide \$1.64 million in local matching funds.

## Scope of Work

Deliverables	Projected Dates August 2024 March 2025	ReadySet Team Approach
<b>Kick-off Meeting &amp; Project Launch</b>	~1 Month	<p><b>Activities Include:</b></p> <ul style="list-style-type: none"> <li>○ Identify core team and roles and responsibilities.</li> <li>○ Align around a strategy for the audit, including internal deadlines, data sampling methods, and staff communications.</li> <li>○ Development of project tracker, communications to share with the community, and kick-off resources.</li> <li>○ Up to 10 hours for pre-work, set up, and follow-up.</li> </ul>
<b>Policy &amp; Practices Review</b>	1 Months	<p><b>Activities Include:</b></p> <ul style="list-style-type: none"> <li>○ Review 2022 DEI survey, policies and procedures, internal communications, and including any documentation relating to recruiting and job posting.</li> <li>○ Review of pertinent policies &amp; procedures with a DEI Lens and provide recommendations for policy and procedure improvement</li> </ul>
<b>Stakeholder Interviews &amp; Focus Groups</b>	2 Months	<p><b>Activities Include:</b></p> <ul style="list-style-type: none"> <li>○ Conduct 3-5 employee interviews and 6-8 focus groups (includes administration, coordination, and analysis up to 20 hours)</li> <li>○ Identify emerging themes from interviews and focus groups (up to 20 hours)</li> </ul>
<b>Service Delivery Programs Audit</b>	2 Months	<p><b>Activities Include:</b></p> <ul style="list-style-type: none"> <li>○ Comprehensive policy review of current practices and procedures across key service areas (Public Works, Public Health and Human Services)</li> <li>○ Facilitate 3 interviews with a leader from each of the key service areas</li> </ul>
<b>Assessment of Current Committee Groups and Recruitment Process</b>	1 Month	<p><b>Activities Include:</b></p> <ul style="list-style-type: none"> <li>○ Review the current committee groups and recruitment processes through a limited policy review.</li> <li>○ Synthesize data and deliver a guide for effective recruitment strategies</li> </ul>

Deliverables	Projected Dates August 2024 March 2025	ReadySet Team Approach
<b>[Deliverable] Findings &amp; Recommendations Report &amp; Action Plan</b>	2 Months	<p><b>Activities Include:</b></p> <ul style="list-style-type: none"> <li>○ Synthesize data and present findings and recommendations.</li> <li>○ Develop administrative draft Deck presentation for feedback.</li> <li>○ Present draft of findings and tailored recommendations and action plan (including implementation and integration priorities) to relevant stakeholders</li> </ul>
<b>[Deliverable] DEI Related Program Guidance</b>	1 Month	<p><b>Activities Include:</b></p> <ul style="list-style-type: none"> <li>○ Develop and deliver guidance on creating DEI related programming</li> </ul>
<b>Project Management &amp; Advisory Support</b>	8 Months	<p>4 hours/month for 8 months:</p> <ul style="list-style-type: none"> <li>○ Maintenance of project tracker resources</li> <li>○ Project management and communication</li> <li>○ Biweekly syncs with stakeholders</li> </ul>
<b>Travel Expenses</b>	4 Months	<p>ReadySet will prioritize local consultants to reduce travel expenses. If non-local consultants are needed, ReadySet will adhere to GSA guidelines and per diem rates, as outlined <a href="#">here</a>.</p>



**ISLAND COUNTY AUDITOR**

**WORK SESSION AGENDA**

**MEETING DATE: 9/4/2024**

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**To:** Jill Johnson, Chair  
Board of Island County Commissioners  
**From:** Sheilah Crider, Auditor

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**Amount of time requested for agenda discussion. 10 minutes**

**DIVISION:** Not Applicable

**Agenda Item No.:** 1

**Subject:** 2024 Stale Dated Warrants

**Description:** Cancellation of stale dated warrants.

**Attachment:** Auditor Exhibit A, Cancellation of Warrants Resolution C-40-24, RCW  
39.56.040

**Request:** (Check boxes that apply)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

Outstanding Warrants 2024								
Auditor Exhibit A								
Warrant #	Payee Id	Payee Name	Invoice Number	Check Date	Type	Check Amt	LETTER	RESPONSE
00618222	9406964	JILL K ROSEN	240705-2022	8/2/2022	CHK	1,641.84	8/31/2024 & 7/1/2024	NO RESPONSE
00631800	9407159	LAND TITLE OF ISLAND COUNTY OAK HARBOR	108797-2012	5/16/2023	CHK	1,087.12	8/31/2024 & 7/1/2024	CALLED 8/13/24 WILL TURN IN AFFIDAVIT
00616986	5001541	MARILYN GABELEIN	PW-14-00374	7/12/2022	CHK	757.05	8/31/2024 & 7/1/2024	NO RESPONSE
00623008	9602928	ARTHUR JOE HARP	03-1-00060-5	11/17/2022	CHK	605.00	8/31/2024 & 7/1/2024	RETURNED MAIL
00617214	9401723	CHICAGO TITLE	420921 - 2020	7/15/2022	CHK	496.64	8/31/2024 & 7/1/2024	NO RESPONSE
00632790	9407327	MISHA MCPHERSON	54087-2023	6/6/2023	CHK	473.74	8/31/2024 & 7/1/2024	NO RESPONSE
00619614	5003626	UNIVERSITY OF WASHINGTON	44364	9/6/2022	CHK	440.00	8/31/2024 & 7/1/2024	NO RESPONSE
00626107	9602966	JORGE A VEGA	90-1-00025-8	1/19/2023	CHK	426.00	8/31/2024 & 7/1/2024	RETURNED MAIL
00628351	9603009	HAND IN HAND LLC	022723	3/14/2023	CHK	334.45	8/31/2024 & 7/1/2024	NO RESPONSE
00617806	5007193	NUTRITION FIRST	NSNLCTTNSB46005Y	7/26/2022	CHK	290.00	8/31/2024 & 7/1/2024	RETURNED MAIL
00624633	9401717	PAMELA MARTIN	353539-2022	12/20/2022	CHK	219.90	8/31/2024 & 7/1/2024	NO RESPONSE
00629261	5002456	ORKIN LLC	239086857	3/28/2023	CHK	207.79	8/31/2024 & 7/1/2024	NO RESPONSE
00633364	9603066	HANNAH HARDWICK	051123B	6/20/2023	CHK	124.80	8/31/2024 & 7/1/2024	NO RESPONSE
00618217	9406971	JOSEPH GRIGALIJUNAS	685770-2022	8/2/2022	CHK	122.85	8/31/2024 & 7/1/2024	NO RESPONSE
00631429	13025	SARAH BERGER	04262023104.05	5/9/2023	CHK	104.05	8/31/2024 & 7/1/2024	CALLED 7/1/24 WILL TURN IN AFFIDAVIT
00631799	9406319	LAND TITLE AND ESCROW.	99217-2023	5/16/2023	CHK	100.49	8/31/2024 & 7/1/2024	CALLED 8/13/24 WILL TURN IN AFFIDAVIT
00623626	9602943	THOMAS ALVIN GLASPIE III	04-1-00016-6	12/5/2022	CHK	100.00	8/31/2024 & 7/1/2024	NO RESPONSE
00628016	5005130	BAYVIEW GROCERY INC	V23-057	3/6/2023	CHK	100.00	8/31/2024 & 7/1/2024	CALLED 8/13/24 WILL TURN IN AFFIDAVIT
00631302	5005130	BAYVIEW GROCERY INC	V23-175	5/9/2023	CHK	99.42	8/31/2024 & 7/1/2024	CALLED 8/13/24 WILL TURN IN AFFIDAVIT
00628211	9407285	DELORES M WINTER	718110-2022	3/6/2023	CHK	94.05	8/31/2024 & 7/1/2024	RETURNED MAIL
00619424	9400998	WFG NATIONAL TITLE COMPANY	182144 - 2020	8/31/2022	CHK	90.48	8/31/2024 & 7/1/2024	NO RESPONSE
00616855	9602837	SOLEIL BECK	05172022	7/5/2022	CHK	82.97	8/31/2024 & 7/1/2024	NO RESPONSE
00616871	9401261	HAWEY HOLMES	JUN 22/UNCL PROP	7/5/2022	CHK	76.93	8/31/2024 & 7/1/2024	NO RESPONSE
00633019	5007478	WA ASSOCIATION OF PUBLIC RECORDS OFFICE	7395	6/13/2023	CHK	65.00	8/31/2024 & 7/1/2024	NO RESPONSE
00621547	9407054	REGINA CHONG	97282-2021	10/18/2022	CHK	63.57	8/31/2024 & 7/1/2024	NO RESPONSE
00632182	5003039	SEATTLE UNIVERSITY LAW REVIEW	048141	5/23/2023	CHK	61.66	8/31/2024 & 7/1/2024	NO RESPONSE
00624106	9407130	TAMIE HAGER	813631-2021	12/13/2022	CHK	61.42	8/31/2024 & 7/1/2024	NO RESPONSE
00631802	9400014	CORNELL E MARCU	810281-2022	5/16/2023	CHK	57.28	8/31/2024 & 7/1/2024	NO RESPONSE
00626809	9407219	DAVID SINGER	356732-2022	2/7/2023	CHK	50.01	8/31/2024 & 7/1/2024	NO RESPONSE
00621557	9402043	GEORGE MOSELEY	58715-2021	10/18/2022	CHK	44.12		
00624118	9407129	RYAN ODONNELL	563782	12/13/2022	CHK	40.88		
00633547	9400998	WFG NATIONAL TITLE COMPANY	202079-2023	6/20/2023	CHK	38.96		
00620716	5005997	CHICAGO TITLE COMPANY FREELAND	375935-2022	9/27/2022	CHK	37.38		
00629191	9108208	FRANK VALENCIC	032823-28	3/28/2023	CHK	36.20		
00630651	000344	LOGAN PACETTI	041123-76	4/25/2023	CHK	36.20		
00631097	9108388	MARIE HANSHAW	041823-60	5/2/2023	CHK	36.20		
00625605	9602960	NICHOLAS ALLEN BRAZELTON	14-1-00008-2	1/11/2023	CHK	35.00		
00626105	9602960	NICHOLAS ALLEN BRAZELTON	14-1-00099-6	1/19/2023	CHK	35.00		
00620714	5007915	CAMA BEACH INC	85678-2019	9/27/2022	CHK	34.99		
00627492	9108188	PETER SMITH	022123-76	2/21/2023	CHK	34.89		
00616868	9406912	HARBOR SQUARE DENTAL CLINIC	713320-2022	7/5/2022	CHK	33.72		
00616689	9107893	ANNALIZA TOLINIU	062222-8	7/5/2022	CHK	33.40		
00628199	9407279	PORT SUSAN INVESTMENTS INC	548214-2022	3/6/2023	CHK	32.84		
00629886	9407291	SIMPLY CHIROPRACTIC INC	765507-2023	4/11/2023	CHK	30.18		
00616803	9107931	ROGER HULL	062222-84	7/5/2022	CHK	29.89		
00630730	000126	ROSEMARIE KIENITZ	041023-114	4/25/2023	CHK	29.65		
00627073	9407244	CECILIA SALVATOR	806440-2022	2/14/2023	CHK	29.40		
00632782	9108420	JOSEPH KROLL	052323-36	6/6/2023	CHK	28.34		
00632785	9108423	KELLY KEITH	052323-42	6/6/2023	CHK	28.34		
00629326	9108207	FRANCISCO RAZO	032823-26	3/28/2023	CHK	25.72		
00631154	9108398	TANYA THOMPSON	041823-80	5/2/2023	CHK	25.72		
00627574	9407251	TODD BURKHAM	336229-2021	2/21/2023	CHK	25.47		
00622095	9407079	RENEE O'BRIEN	190448-2021	10/25/2022	CHK	25.03		
00627088	9603000	ROBERT JAMES TORRES	08-1-00120-3	2/13/2023	CHK	25.00		
00631803	9407315	VENESSA L MATROS	271574-2021	5/16/2023	CHK	24.80		
00630571	000324	DOUG LINGENBRINK	041123-36	4/25/2023	CHK	24.41		
00630785	000138	WILLIAM MORRISON	041023-138	4/25/2023	CHK	24.41		
00629304	9108237	THOMAS STOCK	032823-86	3/28/2023	CHK	23.76		
00625022	9407190	BP PRODUCTS NORTH AMERICA INC	658032-2022	12/27/2022	CHK	22.72		
00623137	9108043	KEVIN BIEKERT	112222-48	11/22/2022	CHK	22.50		
00632542	9108409	DEREK VINCENT	052323-14	6/6/2023	CHK	20.48		
00619681	9406979	RUDY R SANCHEZ	147139-2022	9/6/2022	CHK	19.57		
00627578	9403894	PETER CHATARD JR	317801-2022	2/21/2023	CHK	19.39		

Warrant #	Payee Id	Payee Name	Invoice Number	Check Date	Type	Check Amt	LETTER	RESPONSE
00621556	9402308	MILES SAND & GRAVEL COMPANY	36231-2021	10/18/2022	CHK	19.20		
00632577	9108415	HEATHER CHAFFEE	052323-26	6/6/2023	CHK	19.17		
00617901	9406899	THE KRAFT LAW GROUP PS	454840-2022	7/26/2022	CHK	17.64		
00620317	9407017	WHISPERING PINES HOMEOWNERS CO-OP	813629-2020	9/20/2022	CHK	16.64		
00630615	000332	JENNIFER CARPENTER	041123-52	4/25/2023	CHK	15.24		
00622102	9407080	JUAN UGAS	240634-2021	10/25/2022	CHK	15.07		
00624637	9406322	MK PROPERTY SERVICES LLE	800172-2022	12/20/2022	CHK	14.00		
00627376	9108151	AIMEE BISHOP	022123-2	2/21/2023	CHK	13.93		
00630754	000360	SUSAN BATES	041123-108	4/25/2023	CHK	12.62		
00631790	9407312	PETER D DEBRECENY	45506-2022	5/16/2023	CHK	10.02		
00628182	9407273	JAMEY HILTON	379717-2021	3/6/2023	CHK	9.40		
00630798	9402029	MARK S BRYLINSKI	244836-2023	4/25/2023	CHK	8.94		
00627577	9407252	ROBERT CARTWRIGHT	200865-2022	2/21/2023	CHK	8.18		
00622075	9407071	SUNDOWN BOVA	232386-2021	10/25/2022	CHK	6.68		
00621559	9407059	LINDA NYLAND	91162-2021	10/18/2022	CHK	5.20		
00632469	9603048	LUCREZIA LYNN BUSCH	15-1-00164-8	5/31/2023	CHK	1.34		
				Total Amount	\$	9,642.34		

**BEFORE THE BOARD OF ISLAND COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON**

**IN THE MATTER OF }  
CANCELLATION OF WARRANTS } **RESOLUTION #C-40-24****

**WHEREAS**, RCW 39.56.040, provides for the cancellation of warrants not presented within one year of the issue date and;

**WHEREAS**, the warrants listed on Exhibit "A" / Outstanding Warrants have not been presented for payment and have been outstanding for more than one year;

**WHEREAS**, the effort to contact the recipients did not result in presentation of the warrants or an affidavit to request the issuance of replacement warrants, and;

**NOW, THEREFORE, BE IT RESOLVED** the warrants listed in Exhibit "A," Outstanding Warrants are canceled. The County Auditor and County Treasurer, by copy of this resolution, are directed to take action to transfer all records of such warrants so as to leave the funds as if such warrants had never been drawn.

**APPROVED** this 10th day of September 2024.

**BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON**

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Jill Johnson, Chair

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Melanie Bacon, Member

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Janet St. Clair, Member

**ATTEST:**

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Jennifer Roll, Clerk of the Board

**RCW 39.56.040 Cancellation of municipal warrants.** Registered or interest bearing warrants of any municipal corporation not presented within one year of the date of their call, or other warrants not presented within one year of their issue, shall be canceled by passage of a resolution of the governing body of the municipal corporation, and upon notice of the passage of such resolution the auditor of the municipal corporation and the treasurer of the municipal corporation shall transfer all records of such warrants so as to leave the funds as if such warrants had never been drawn. [1975 1st ex.s. c 131 § 1.]



**ISLAND COUNTY SUPERIOR COURT**

**WORK SESSION AGENDA**

**MEETING DATE: 9/4/2024**

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**To:** Jill Johnson, Chair  
Board of Island County Commissioners  
**From:** Megan Frazier, Administrator

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**Amount of time requested for agenda discussion. 15 minutes**

**DIVISION:** Juvenile

**Agenda Item No.:** 1

**Subject:** Interagency Agreement IAA25381 between Island County Juvenile Court Services and the Administrative Office of the Courts regarding Truancy, At Risk Youth, and Child In Need Services

**Description:** Interagency agreement between Island County Juvenile Court Services and the Administrative Office of the Courts to administer Truancy, At Risk Youth, and Child in Need of Services programs and services within our jurisdiction. Term of contract: July 1, 2024 – June 30, 2025.

**Attachment:** **Contract IAA25381**

**Request:** (*Check boxes that apply*)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** In process

**P.A. Review:** In process

*(Continued on next page)*

**DIVISION:** Juvenile

**Agenda Item No.:** 2

**Subject:** Interagency Agreement IAA25346 between Island County Juvenile Court Services and the Administrative office of the Courts regarding Guardian Ad Litem program

**Description:** Interagency agreement between Island County Juvenile Court Services and the Administrative Office of the Courts to administer to increase the number of children served by a volunteer guardian ad litem (VGAL) in dependency matters. Term of contract: July 1, 2024 – June 30, 2025.

**Attachment:** Contract IAA25346

**Request:** (Check boxes that apply)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Complete

**P.A. Review:** Not Applicable

**INTERAGENCY AGREEMENT IAA25381**  
**BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**ISLAND COUNTY JUVENILE COURT**  
**FOR**  
**BECCA PROGRAMS AND SERVICES**

**THIS AGREEMENT** is entered into by and between the Administrative Office of the Courts (AOC) and Island County Juvenile Court (Contractor).

#### **I. PURPOSE**

The purpose of this Agreement is to engage the services of the Contractor to administer Truancy, At Risk Youth and Child in Need of Services (Becca) programs and services within its jurisdiction and according to the intent of the Becca legislation chapter 13.32A RCW.

Funds received by the Contractor under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the Contractor.

#### **II. STATEMENT OF WORK**

The Contractor will administer Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor's jurisdiction pursuant to chapter 13.32A, RCW.

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide the number of petitions broken down as follows:

- A. CHINS petitions;
- B. ARY petitions; and,
- C. Truancy petitions.

The Becca Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this Agreement, is located on the Inside Courts website under Court Resources> Court Management and choose the "Becca Bi-Annual Report to AOC".

#### **Reporting schedule:**

<b>Period</b>	<b>Report Due</b>
07/01/24 - 12/31/24	01/31/25
01/01/25 - 06/30/25	07/31/25

Failure to submit a report by the due date may adversely affect state funding of the Becca program.

If you have questions, please contact the AOC Project Manager Christopher Stanley at [Christopher.Stanley@courts.wa.gov](mailto:Christopher.Stanley@courts.wa.gov) or (360) 357-2406.

### III. PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is **July 1, 2024** regardless of the date of execution and it shall end on **June 30, 2025**, except for any remaining obligations of the Contractor as may exist.

### IV. COMPENSATION

- A. Contractor shall be reimbursed a maximum of **\$60,324** for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement.
- B. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing and case management of CHINS, ARY and Truancy referrals/petitions. Contractor shall use BECCA Cost Guidelines (Exhibit A) as a guide for determining what costs should be reimbursed.
- C. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice, Becca Monthly Detail Report (Exhibit B), and required backup documentation is received and approved by AOC.
- D. If this Agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- E. Contractor shall submit invoices to AOC monthly.
- F. Payment will be made by the AOC upon receipt of a properly-completed Washington State form A-19, Becca Monthly Detail Report (Exhibit B), and required backup documentation. Invoices are to be sent via email to AOC Financial Services at [payables@courts.wa.gov](mailto:payables@courts.wa.gov). AOC will remit payment to the Contractor in a total amount not to exceed the value of this agreement.
- G. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- H. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.
- I. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor. If there is no approved plan, a 10 percent de minimis rate may be applied. This rate shall only be calculated on the total amount of salaries and benefits.

## **V. REVENUE SHARING**

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.
- B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 to [payables@courts.wa.gov](mailto:payables@courts.wa.gov) so that it is received by July 31, 2025.

## **VI. OTHER PROVISIONS FOR SERVICES**

### **A. Background Check/Criminal History**

In accordance with Chapters 110-700 WAC, and RCW 43.43.830, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.

In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this Agreement.

The Contractor shall, based on the results from the criminal background check, determine whether each employee, volunteer, and/or subcontractor is suitable for access to clients/juveniles.

By signing this agreement, Contractor affirmatively acknowledges that it has met these requirements. Contractor shall document the background check/criminal history clearance process it employs.

### **B. Sexual Misconduct**

Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sex Offenses."

## **VII. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons

duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **VIII. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **IX. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **X. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. This clause does not apply to the provisions of the REVENUE SHARING section in this Agreement.

## **XI. TERMINATION**

### **A. Termination for Convenience**

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other specifying the effective date thereof, at least five (5) calendar days prior to such date. If this Agreement is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

### **B. Termination for Cause**

If either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this

Agreement may be terminated immediately by written notice of the aggrieved party to the other party.

## **XII. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

## **XIII. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the Agreement including materials incorporated by attachment or reference.

## **XIV. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **XV. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five-day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the Agreement as long as AOC gives notice of the budget reduction to the other party and the other party agrees to the amendment. The other party understands that refusing to agree to a budget reduction amendment will necessitate termination of this Agreement.

## XVI. COUNTERPARTS

Each party agrees that a digital, electronic, or scanned transmission of any original document has the same effect as the original. Any signature required on an original will be completed and sent to the other party, as applicable, when an electronic or digital copy has been signed. The parties agree that signed digital, electronic, or scanned copies of documents will be given full effect as if an original.

## XVII. AGREEMENT MANAGEMENT

The project manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Project Manager	Contractor Project Manager
<p><b>Christopher Stanley</b>            Chief Financial &amp; Management Officer            PO Box 41170            Olympia, WA 98504-1170  <a href="mailto:Christopher.Stanley@courts.wa.gov">Christopher.Stanley@courts.wa.gov</a>            (360) 357-2406</p>	<p><b>Megan Frazier</b>            Juvenile Court Administrator            1 NE 7th St            Coupeville, WA 98239  <a href="mailto:m.frazier@islandcountywa.gov">m.frazier@islandcountywa.gov</a>            360-678-7929</p>

## XVIII. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this Agreement unless otherwise stated in this Agreement.

**AGREED:**

**WASHINGTON STATE  
 ADMINISTRATIVE OFFICE  
 OF THE COURTS**

**COUNTY JUVENILE COURT**

*Signature* *Date*  


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 Christopher Stanley, CGFM  
*Name*  


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 Chief Financial and Management Officer  
*Title*

*Signature* *Date*  


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 Megan Frazier  
*Name*  


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*Title*

## **EXHIBIT A** **BECCA COST GUIDELINES**

### **A. PURPOSE and SCOPE**

This document establishes the allowable cost guidelines for Becca reimbursements. It also sets forth the required documentation needed to support a reimbursement request. For FY 2025, the Administrative Office of the Courts (AOC) will require the supporting documentation be submitted with each reimbursement claim.

### **B. GENERAL**

Becca allowable costs are only those costs associated with “processing and case management of truancy, children in need of services, and at-risk youth referrals.” See [ESSB 5187 Section 114 \(2\)\(a\) and \(b\) \(2023\)](#).

The guidelines below take into consideration the financial needs of courts for processing and case management of Becca referrals and allows for reimbursement for expenses related to such activities. These guidelines are consistent to the legislative restrictions and guidelines placed on Becca funding.

### **C. ROLES AND RESPONSIBILITIES**

#### **1. Court Project Manager**

- Person designated by the court to manage the Becca contract according to its terms including report preparation, scope of work, and performance.
- Submits invoices and other required documentation in an accurate and timely manner.
- Keeps all supporting documentation for audit purposes for at least six years after contract expires.

#### **2. AOC Project Manager**

- Acts as central contact with the court.
- Approves invoices and submitted supporting documentation for Becca reimbursement.
- Reviews all reports required under the Becca agreement.
- Determines programmatic compliance of the Becca agreement.
- Answers all programmatic questions regarding the Becca Program.
- Approves additional training and its related costs as sought by Courts for reimbursement.
- Provides guidance to Courts regarding audit-ready documentation that should be retained by Courts.

#### **3. AOC Comptroller**

- Determines Becca annual fund allocation based on monies received from the Legislature; see Allocation Process section for allocation process details

## **D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION**

All costs claimed on each reimbursement request must be supported with back-up documentation. This may include time sheets, invoices, allocation assumptions, approved indirect or administrative overhead cost plans, etc. Descriptions of allowable costs and examples of appropriate back-up documentation are provided below. This list is not exhaustive. If there are questions about whether a cost is allowable and what will be accepted as appropriate back-up documentation, the Court Project Manager should seek direction and approval in writing from the AOC Project Manager in advance of the purchase and claim for reimbursement.

### **1. Staff/FTE (salaries and benefits)**

- Judicial Officer (i.e. judges, commissioners, and pro tems) - Time records and dockets regarding Becca processing and case management. A judicial officer computation rate will be supplied by AOC, and will be the same for all superior court judges or pro tems hearing Becca cases. The reimbursement for the judge or pro tem can only be for half the judge's hourly salary. If the judicial officer is a commissioner, reimbursement will be for a commissioner rate supplied by AOC or the actual cost, whichever is less.
- Other court staff (e.g., clerks, court project managers, Becca counselors or case managers, office staff) payroll record/time and attendance records related to the processing and case management of a Becca referral. If the employee is not assigned fulltime to Becca then compensation reimbursement must be proportioned to the amount of time the employee processes Becca referrals and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent on Becca. Document the process for determining the amount of time the person(s) spend on Becca duties. For example, keep track of time for at least a week and then determine the percentage to be charged.
- An Administrative Rate is allowed but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file locally and available to AOC and State Auditor.

### **2. Professional Services**

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards. All work must be related to the filing, processing, case management, or direct services related to Becca cases and invoice must be approved by authorizing authority (i.e., court administrator or their delegate) before inclusion in reimbursement request.
- Defense Attorney – Invoices must identify the specific Becca cases for which reimbursement is requested, hours worked, and the hourly or flat rate that was charged.
- Prosecutor – Invoices must include a breakdown of billable hours/rates working on filed Becca cases or invoice based on a per Becca petition cost to process along with rationale and explanation on how petition cost was determined.

### **3. Goods**

- Supplies
  - Actual Costs - Supplies necessary for Becca case processing or management and may include consumable supplies.
  - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor.

#### **4. Equipment**

- Actual Costs - Equipment is allowed if related to Becca and used solely for case processing or management. Any major purchase must be approved in writing by the AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases, however, periodic use of and billing from a centralized motor pool is allowable.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform Becca work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor.

#### **5. Training**

- Reimbursement for attending the annual Becca Conference is allowed, not to exceed the published AOC travel and per diem rates. Any other paid training program where the attendee is seeking reimbursement must be pre-approved, in writing, by the AOC Project Manager in advance of the training.

#### **6. Travel**

- Travel/Expense Vouchers for travel to and from the annual Becca Conference and services specifically related to Becca case processing or management. Reimbursement is limited to the published AOC travel and per diem rates. Travel expenses to any other training programs must be pre-approved, in writing, by the AOC Project Manager, and reimbursement is limited to the published AOC travel and per diem rates.

#### **7. Detention**

- Verification of detention days ordered and days served. Rate for detention costs cannot be billed at a daily rate that is higher than that charged to other courts purchasing beds nor should they be higher than the “actual” daily detention costs. If billing occurs based on a daily rate, records of actual costs should be submitted with the reimbursement request to substantiate daily rate.

## **Becca Allocation Process**

Each biennium, an appropriation is provided by the Washington State Legislature to the AOC to offset the costs associated with the processing and case management of Becca referrals. In the 2023-2025 Biennium, the appropriations equal \$7 million per fiscal year.

The Legislature also provides the following direction through budget proviso:

*“The administrator for the courts, in conjunction with the juvenile court administrators, shall develop an equitable funding distribution formula. The formula must neither reward counties with higher than average per-petition/referral processing costs nor shall it penalize counties with lower than average per-petition/referral processing costs.”*

Allocation of the funding is based on calendar year caseload data from each county for CHINS, ARY, and Truancy filings. The CHINS and ARY filing data is available through the online Caseloads of the Courts of Washington Reports. The source of Truancy filings is a query from the Judicial Information System (JIS)/EDR Statewide database and limited to 0-16-year-olds.

The AOC Comptroller maintains an allocation spreadsheet. The calculation is as follows:

- Sums three years of CHINS and ARY filings and calculates a percentage of the total for each county.
- Sums three years of Truancy filings limited to 0-16-year-olds and calculates a percentage of the total for each county.
- Applies a weighted allocation to the total funding, 46 percent of the CHINS and ARY / 54 percent of the Truancy filings. Allocates the total available funding based upon the weighted allocation percentage.
- A small county base is established at \$5,000. Where counties' weighted allocation results in less than \$5,000 for the fiscal year, then those allocations are set at \$5,000 and all other counties' weighted allocations are lowered to cover the small county base.
- Additionally, for FY 2025, adjustments were made to the formula in response to the impacts of the COVID 19 Pandemic on case filings. The adjustments were to exclude 2020 and 2021 filings and implement a 5 percent stop-loss. These changes were recommended by the Washington Association of Juvenile Court Administrators and approved by the State Court Administrator. The recommendation is included as an attachment to these guidelines.

# BECCA MONTHLY DETAIL REPORT

## Exhibit B Report

Administrative Office of the Courts  
(submit monthly with A-19 invoice)

## COUNTY

NAME: \_\_\_\_\_

MONTH &amp; YEAR: \_\_\_\_\_

## STAFF/FTE

- Judicial officer salary & benefits
- Other court staff salary & benefits

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total \$ \_\_\_\_\_ -

## PROFESSIONAL SERVICES

- General vendor services
- Defense attorney
- Other (specify)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total \$ \_\_\_\_\_ -

## GOODS

- Supplies
- Communication (Telephone/Postage)
- Other (Computer/Licenses)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total \$ \_\_\_\_\_ -

## EQUIPMENT

- Computer Set-Up
- Other (specify)

\_\_\_\_\_  
\_\_\_\_\_

Total \$ \_\_\_\_\_ -

## TRAINING

- Becca-specific

\_\_\_\_\_  
\_\_\_\_\_

Total \$ \_\_\_\_\_ -

## TRAVEL

- Mileage
- Per Diem

\_\_\_\_\_  
\_\_\_\_\_

Total \$ \_\_\_\_\_ -

## DETENTION

- Daily rate detention costs or actual costs

\_\_\_\_\_

Total \$ \_\_\_\_\_ -

## GRAND TOTAL

\$ \_\_\_\_\_ -

**INTERAGENCY AGREEMENT IAA25346**  
**BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**ISLAND COUNTY JUVENILE COURT**  
**FOR THE**  
**SUPPORT OF THE CASA/VOLUNTEER GUARDIAN AD LITEM PROGRAM**

**THIS AGREEMENT** is made and entered into by and between the Washington State Administrative Office of the Courts (AOC), and Island County Juvenile Court (COURT).

**I. PURPOSE**

It is the purpose of this Agreement for the COURT to increase the number of children served by court-appointed special advocates (CASAs)/volunteer guardians ad litem as defined by RCW 13.34.030(12) in dependency matters or to reduce the average caseload of volunteers to recommended standards.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

**II. STATEMENT OF WORK**

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA/volunteer guardian ad litem program as defined in RCW 13.34.030(13) to serve juvenile dependency cases. The COURT will ensure that the program and volunteers comply with the statutory requirements contained in RCW 13.34.100 -107. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA/Volunteer GAL Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under 'Court Resources> Court Management' and **choose the "CASA Bi-Annual Report to AOC"**. There are certain contractors that are not able to access the Inside Courts website, and to accommodate reporting compliance, Exhibit C is attached.

**Reporting schedule:**

<b>Period</b>	<b>Report Due</b>
07/01/24 - 12/31/24	01/31/25
01/01/25 - 06/30/25	07/31/25

Failure to submit a report by the due date may adversely affect state funding of the CASA/Volunteer GAL program.

If you have questions, please contact the AOC Project Manager Christopher Stanley at Christopher.Stanley@courts.wa.gov or (360) 357-2406.

### **III. PERIOD OF PERFORMANCE**

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is **July 1, 2024** regardless of the date of execution and it shall end on **June 30, 2025**, except for any remaining obligations of the COURT as may exist or if terminated sooner as provided in this Agreement.

### **IV. COMPENSATION**

- A. Contractor shall be reimbursed a maximum of **\$41,530** for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement.
- B. Contractor shall receive payment for actual costs (within the amount identified) which are associated with juvenile dependency cases. Contractor shall use CASA Cost Guidelines (Exhibit A) as a guide for determining what costs should be reimbursed.
- C. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice, Monthly Detail Report (Exhibit B), and required backup documentation is received and approved by AOC.
- D. If this Agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- E. Contractor shall submit invoices to AOC monthly.
- F. Payment will be made by the AOC upon receipt of a properly-completed Washington State form A-19, Monthly Detail Report (Exhibit B), and required backup documentation. Invoices are to be sent via email to AOC Financial Services at [payables@courts.wa.gov](mailto:payables@courts.wa.gov). AOC will remit payment to the Contractor in a total amount not to exceed the value of this agreement.
- G. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- H. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.
- I. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor. If there is no approved plan, a 10 percent de minimis rate may be applied. This rate shall only be calculated on the total amount of salaries and benefits.

## **V. REVENUE SHARING**

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.
- B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 to [payables@courts.wa.gov](mailto:payables@courts.wa.gov) so that it is received by July 31, 2025.

## **VI. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, Bi-Annual Reports will be distributed to the Washington Association of Child Advocate Programs. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **VII. BACKGROUND CHECKS**

The COURT shall:

- Ensure a criminal background check has been completed for all employees, CASAs/Volunteer GALs, and subcontractors who have access to children, prior to any access under this agreement pursuant to RCW 13.34.100(3);
- Based on the results from the criminal background check, determine each employee, CASA/Volunteer GAL, and subcontractor is suitable for access to children;

The AOC will:

- Reimburse for CASA/Volunteer GAL criminal background checks.

## **VIII. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **IX. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **X. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **XI. TERMINATION**

### **A. Termination for Convenience**

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) business days prior to such date. If this agreement is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

### **B. Termination for Cause**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **XII. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute

Board shall be final and binding on the parties; however, nothing herein prohibits either party from seeking judicial relief.

### **XIII. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

### **XIV. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **XV. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

### **XVI. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

### **XVII. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five (5) business day notice requirement, subject to renegotiation under those new funding limitations

and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the agreement if all parties agree to the amendment.

## **XVIII. COUNTERPARTS**

Each party agrees that a digital, electronic, or scanned transmission of any original document has the same effect as the original. Any signature required on an original will be completed and sent to the other party, as applicable, when an electronic or digital copy has been signed. The parties agree that signed digital, electronic or scanned copies of documents will be given full effect as if an original.

## **XIX. AGREEMENT MANAGEMENT**

The project manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

<b>AOC Project Manager</b>	<b>Contractor Project Manager</b>
<p><b>Christopher Stanley</b>            Chief Financial &amp; Management Officer            PO Box 41170            Olympia, WA 98504-1170            Christopher.Stanley@courts.wa.gov            (360) 357-2406</p>	<p><b>Megan Frazier</b>            Juvenile Court Administrator            PO Box 5000            Coupeville, WA 98239-5000            m.frazier@islandcountywa.gov            360-678-7973</p>

## **XX. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

### **AGREED:**

**Washington State Administrative  
Office of the Courts**

**County Juvenile Court**

*Signature*

*Date*

**Christopher Stanley, CGFM**

*Name*

**Chief Financial and Management  
Officer**

*Title*

*Signature*

*Date*

**Megan Frazier**

*Name*

*Title*

**EXHIBIT A**  
**CASA/VOLUNTEER GAL PROGRAM COST GUIDELINES**

**A. PURPOSE and SCOPE**

This document establishes the allowable cost guidelines for court-appointed special advocate (CASA)/Volunteer GAL program reimbursements. It also sets forth the required documentation needed to support a reimbursement request. For FY 2025, the Administrative Office of the Courts (AOC) will require supporting documentation be submitted with each reimbursement claim.

**B. DEFINITIONS**

Volunteer Guardian ad Litem. As defined in RCW 13.34.030(12): "Guardian ad litem" means a person, appointed by the court to represent the best interests of a child in a proceeding under this chapter, or in any matter which may be consolidated with a proceeding under this chapter. A "court-appointed special advocate" appointed by the court to be the guardian ad litem for the child, or to perform substantially the same duties and functions as a guardian ad litem, shall be deemed to be guardian ad litem for all purposes and uses of this chapter.

CASA/Volunteer Guardian ad Litem Program. As defined in RCW 13.34.030(13): "Guardian ad litem program" means a court-authorized volunteer program, which is or may be established by the superior court of the county in which such proceeding is filed, to manage all aspects of volunteer guardian ad litem representation for children alleged or found to be dependent. Such management shall include but is not limited to: Recruitment, screening, training, supervision, assignment, and discharge of volunteers.

**C. GENERAL**

The Legislature has previously stated that CASA/Volunteer GAL program funds are provided solely for court-appointed special advocate/volunteer GAL programs in dependency matters. The guidelines take into consideration the financial needs of a court working with court-appointed child advocates in dependency cases. These guidelines recognize the restrictions placed on CASA/Volunteer GAL program reimbursements and attempts to identify those costs that can and cannot be reimbursed.

**D. ROLES AND RESPONSIBILITIES**

**1. Court Project Manager**

- Person designated by the court to manage the CASA/Volunteer GAL program contract according to its terms including report preparation, scope of work, and performance.

- Submits invoices and other required documentation in an accurate and timely manner.
- Keeps all supporting documentation for audit purposes for at least six years after contract expires.

## **2. AOC Project Manager**

- Acts as central point of contact with the court.
- Approves invoices and submitted supporting documentation for CASA/Volunteer GAL program reimbursement.
- Reviews all reports required under the CASA/Volunteer GAL program agreement.
- Determines programmatic compliance of the CASA/Volunteer GAL Program agreement.
- Answers programmatic questions of the CASA/Volunteer GAL Program.
- Approves additional training and its related costs as sought by Courts for reimbursement.
- Provides guidance regarding audit-ready documentation that needs to be kept by Court.

## **3. AOC Comptroller**

- Determines CASA/Volunteer GAL program annual fund allocation based on monies received from the Legislature; see Allocation Process section for allocation process details

## **E. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION**

All costs claimed on each reimbursement request must be supported with back-up documentation. This may include time sheets, invoices, allocation assumptions, approved indirect or administrative overhead cost plans, etc. Descriptions of allowable costs and examples of appropriate back-up documentation are provided below. This list is not exhaustive. If there are questions about whether a cost is allowable and what will be accepted as appropriate back-up documentation, the Court Project Manager should seek direction and approval in writing from the AOC Project Manager in advance of the purchase and claim for reimbursement.

### **1. Staff/FTE (salaries and benefits)**

- Payroll record/time and attendance records related to the CASA/Volunteer GAL program. If an employee is not assigned fulltime to working with the CASA/Volunteer GAL program then compensation reimbursement must be proportioned to the amount of time the employee works with the CASA/Volunteer GAL program and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent. Document the process for determining

the amount of time the person(s) spend on CASA/Volunteer GAL duties. For example, keep track of time for at least a week and then determine the percentage to be charged.

## **2. Professional Services**

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards. All work must be related to the CASA/Volunteer GAL program and invoice must be approved by authorizing authority (i.e. court administrator or their delegate) before inclusion in reimbursement request.
- Attorney – Invoices must identify the specific case for which reimbursement is requested, hours worked, and the hourly rate that was charged. Reimbursement is only for the legal representation of the CASA/Volunteer GAL with regard to a specific case. There is no reimbursement for representation of a minor child. If the CASA/Volunteer GAL has legal representation there must be a court order that: (1) states the need for the representation; and (2) identifies the attorney being appointed to represent the CASA/Volunteer GAL.

## **3. Goods**

- Supplies
  - Actual Costs - Supplies should be necessary for the CASA/Volunteer GAL program and may include consumable supplies.
  - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor.

## **4. Equipment**

- Actual Costs – Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases, however, periodic use of and billing from a centralized motor pool is allowable.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform CASA/Volunteer GAL program work.

- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor.

## **5. Training**

- Reimbursement for attending the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference is provided, not to exceed the published AOC travel and per diem rates. Any other paid training program where attendee is seeking reimbursement must be pre-approved, in writing, by the AOC Project Manager in advance of the training.

## **6. Travel**

- Travel/Expense Vouchers from staff or volunteers for travel expense reimbursement for child, witness, parent, or other interviews related to a case filed with the court to which volunteer or CASA/Volunteer GAL program staff was assigned. CASA/Volunteer GAL program staff or volunteer may also be reimbursed for travel to and from the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference. Travel expenses to any other training programs must be pre-approved, in writing, by the AOC Project Manager, and reimbursement is limited to the published AOC travel and per diem rates.

## **CASA/Volunteer GAL Program Allocation Process**

Each biennium, an appropriation is provided by the Legislature to the AOC for child advocate program costs as reported by the courts.

Allocation of the funding is based on caseload data from each county for active DEP cases per year. The caseload includes the following activity docket codes:

DEPENDENCY PETITION  
DEPENDENCY REVIEW HEARING  
DEPENDENCY REVIEW HEARING ORDER  
DISMISSAL HEARING  
DISPOSITION HEARING-USE FOR CASETYPE 7 CASES ONLY  
FACT FINDING HEARING  
FACT-FINDING AND DISPOSITION HEARING  
FIRST DEPENDENCY REVIEW HEARING  
FIRST DEPENDENCY REVIEW HEARING ORDER  
ORDER OF DEPENDENCY  
ORDER OF DISMISSELS  
ORDER OF DISPOSITION  
ORDER OF DISPOSITION ON DEPENDENCY  
ORDER ON REVIEW HEARING  
PERMANENCY PLANNING HEARING  
PERMANENCY PLANNING HEARING ORDER  
PETITION FOR TERMINATION OF PARENT-CHILD RELATIONSHIP  
REVIEW HEARING  
SHELTER CARE HEARING: CONTESTED  
SHELTER CARE HEARING: UNCONTESTED  
SHELTER CARE ORDERS  
ORDER OF CONTINUANCES  
GENERAL ORDER CODE

The AOC Comptroller maintains an allocation spreadsheet (model) that utilizes this caseload data to create a percentage of total statewide filings for each county, based on a moving average of three-year filings of each case type.

After updated DEP data is collected, the data is loaded into the model which in turn uses a formula to create the statewide percentages by county. The percentages are applied to the appropriation amount by fiscal year, thus producing the allocation amounts available to counties.

# CASA/VOLUNTEER GAL PROGRAM MONTHLY DETAIL REPORT

## EXHIBIT B

*Administrative Office of the Courts*  
(submit monthly with A-19 invoice)

**COUNTY/COURT**

NAME: \_\_\_\_\_

MONTH &amp; YEAR: \_\_\_\_\_

**ADMINISTRATIVE**Computer Set-Up  
CASA/WACAP Membership Dues\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Total \$ \_\_\_\_\_ -**STAFF/FTE**Salaries  
Benefits\_\_\_\_\_  
\_\_\_\_\_  
Total \$ \_\_\_\_\_ -**CONTRACTS/  
SERVICE DELIVERY**

Advertising

\_\_\_\_\_  
\_\_\_\_\_  
Total \$ \_\_\_\_\_ -**GOODS/SERVICES**- Supplies  
- Communication (Telephone/Postage)  
- Other (Computer/Licenses)\_\_\_\_\_  
\_\_\_\_\_  
Total \$ \_\_\_\_\_ -**TRAVEL**- Mileage  
- Per Diem  
- Other (Registrations fees)\_\_\_\_\_  
\_\_\_\_\_  
Total \$ \_\_\_\_\_ -**GRAND TOTAL**

\$ \_\_\_\_\_ -

# CASA/Volunteer GAL Program Bi-Annual Report to AOC

<b>Court/Program Name:</b>	
<b>Contract Number:</b>	
<b>Reporting Period:</b> (i.e. Jan-June or July-Dec 20XX)	
<b>Person Reporting:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Today's Date:</b>	

## Filing Data

1. Number of dependency petitions filed during the reporting period.	
2. Number of children with a dependency petition filed during the reporting period who were appointed a CASA/Volunteer GAL.	
3. Number of children with a dependency petition filed during the reporting period who were appointed a staff or compensated GAL.	
4. Number of children with a dependency petition filed during the reporting period who were appointed an attorney.	
5. Number of children with a dependency petition filed during the reporting period without representation.	

## Cumulative Data

1. Total number of children with a CASA/Volunteer GAL at the beginning of the reporting period.	
2. Total number of children with a CASA/Volunteer GAL at the end of the reporting period.	
3. Total number of children with a staff or compensated GAL at the beginning of the reporting period.	
4. Total number of children with a staff or compensated GAL at the end of the reporting period.	
5. Total number of children with an attorney at the beginning of the reporting period (Pursuant to RCW 13.34.100).	
6. Total number of children with an attorney at the end of the reporting period.	
7. Total number of children without any representation at the beginning of the reporting period.	
8. Total number of children without any representation at the end of the reporting period.	

## Fiscal and Staff Data

1. % of total program budget supported by state funds (excluding federal court improvement funds).	
2. % of total program budget supported by county funds (maintenance of effort).	
3. Number of program managers and/or volunteer coordinators (total full or partial FTEs).	
4. Number of administrative staff (total full or partial FTEs).	
5. Number of active volunteers.	

Return completed report to [Christopher.Stanley@courts.wa.gov](mailto:Christopher.Stanley@courts.wa.gov)



ISLAND COUNTY INFORMATION TECHNOLOGY

WORK SESSION AGENDA

MEETING DATE: 9/4/2024

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To: Jill Johnson, Chair  
Board of Island County Commissioners

From: Dean Lambourn, Director

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Amount of time requested for agenda discussion. 10 minutes

**DIVISION:** Not Applicable

**Agenda Item No.:** 1

**Subject:** Purchase Order Approval

**Description:** Microsoft Enterprise Agreement 2024-2025

**Attachment:** None

**Request:** (Check boxes that apply)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



## ISLAND COUNTY PUBLIC WORKS

### WORK SESSION AGENDA

MEETING DATE: 9/4/2024

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To: **Jill Johnson, Chair**  
Board of Island County Commissioners  
From: **Fred Snoderly, Director**

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Amount of time requested for agenda discussion. **20 minutes**

**DIVISION: Solid Waste**

**Agenda Item No.: 1**

**Subject:** Resolution Amending Resolution C-24-23 Road Fund Interfund Loan to Solid Waste

**Description:** Request to increase the loan amount from the Road Fund to Solid Waste fund from \$1.6 Mil to \$1.9 Mil.

**Attachment:** Memorandum, Draft Resolution Amendment

**Request:** (Check boxes that apply)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Complete

**P.A. Review:** Not Applicable

**DIVISION: Parks**

**Agenda Item No.: 2**

**Subject:** Request for Additional Comprehensive Planning Funds

**Description:** Public Works is requesting additional funds be allocated to the Fund Balance Set Aside for the Comprehensive Plan.

**Attachment:** Memorandum

**Request:** (Check boxes that apply)

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Complete

**P.A. Review:** Not Applicable



## Island County Public Works

*Fred Snoderly, Director*

1 NE 7<sup>th</sup> Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: [f.snoderly@islandcountywa.gov](mailto:f.snoderly@islandcountywa.gov) | [www.islandcountywa.gov](http://www.islandcountywa.gov)

## M E M O R A N D U M

September 4, 2024

TO: Board of County Commissioners – Island County

FROM: Fred Snoderly – Public Works Director

RE: Amendment to Resolution C-24-24(R-20-24) Interfund Loan

Public Works is requesting to amend Resolution C-24-24 / R-20-24 to increase the Interfund Loan from the Road Fund to the Solid Waste Enterprise fund from \$1.6 million to \$1.9 million.

The project to purchase and install the new compactor has incurred costs that have exceeded the original estimates.

Electrical work and additional concrete work along with an additional structure to provide cover for the hydraulic power unit are the factors leading to the request. The increase in the loan will cover the additional cost in completing this project.

The Solid Waste fund will be able to cover the increased loan repayment over the five (5) year period and interest as determined by the County Treasurer at the end of the loan period.

Staff requests the boards consideration and approval of this request.

Attachments:

Draft Resolution Amendment:

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF AMENDING AN INTERFUND ) RESOLUTION NO. C- -24  
LOAN FROM THE ISLAND COUNTY ROAD FUND ) R-29-24  
TO THE ISLAND COUNTY SOLID WASTE )  
ENTERPRISE FUND )

**WHEREAS**, to provide continuity of an essential public service, a solid waste compactor has been purchased for installation at the Coupeville solid waste transfer station; and

**WHEREAS**, the Island County Board of County Commissioners adopted the Interfund Loan on April 23<sup>rd</sup>, 2024, by way of Resolution C-24-24/R-20-24; and

**WHEREAS**, to provide sufficient monies to make the identified purchase, it is necessary to increase the \$1.6M borrowed from the Island County Road Fund to \$1.9M; and

**WHEREAS**, regulations governing interfund loans require that they bear interest at a rate equal to the externally earned rate available to the County and that the term of the loan shall be for no more than five (5) years; and

**WHEREAS**, the Island County Treasurer oversees the status and disposition of interfund loans with the Island County Auditor recording the balance due at the end of each calendar year as a liability of the borrowing fund and a receivable of the source fund.

**NOW THEREFORE, BE IT HEREBY RESOLVED** that an amendment to the interfund loan, not to exceed \$1.9M, is authorized from Fund 101 (Island County Road Fund) to Fund 401 (Solid Waste Enterprise Fund) with interest charged at the rate earned by the County funds in the State Investment Pool; said loan to be paid in full, in annual payments, within 5 years of the date of withdrawal of the funds from the Road Fund. Direction of transfer of funds from the Road Fund to the Solid Waste Enterprise Fund for the interfund loan will be given to the Treasurer's Office by the Public Works Director.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY WASHINGTON

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Jill Johnson, Chair

---

Melanie Bacon, Member

---

Janet St. Clair, Member

ATTEST:

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Jennifer Roll, Clerk of the Board



## Island County Public Works

*Fred Snoderly, Director*

*James Sylvester, Assistant Director*

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1 NE 7<sup>th</sup> Street, Coupeville, WA 98239 | [www.islandcountywa.gov](http://www.islandcountywa.gov)

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: [F.Snoderly@islandcountywa.gov](mailto:F.Snoderly@islandcountywa.gov) | [J.Sylvester@islandcountywa.gov](mailto:J.Sylvester@islandcountywa.gov)

## M E M O R A N D U M

September 4, 2024

TO: Board of Island County Commissioners

FROM: Fred Snoderly, Public Works Director

RE: Request for Additional Comprehensive Planning Funds

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Public Works is requesting additional funding for the Parks Element of the Comprehensive Plan. The Parks Element of the comprehensive plan is to be updated by a consultant. The consultant contract is not to exceed \$100,000.

In conversation with the budget director, current funding available in the fund balance set aside for the comprehensive plan does not have enough to cover this cost.

Public Works requests an additional \$100,000 be added to the fund balance set aside to cover the Parks Element update.



**ISLAND COUNTY PLANNING & COMMUNITY DEV.**

**WORK SESSION AGENDA**

**MEETING DATE: 9/4/2024**

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**To:** Jill Johnson, Chair  
Board of Island County Commissioners

**From:** Jonathan Lange, Director

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**Amount of time requested for agenda discussion. 60 minutes**

**DIVISION: Long Range Planning**

**Agenda Item No.: 1**

**Subject: Keystone Preserve Special Review District**

**Description:** Long Range Planning staff has drafted a new code section for the Keystone Preserve, ICC 17.03.14 – Keystone Farm and Forest Preserve.

**Attachment:** Memo and PowerPoint Presentation

**Request:** *(Check boxes that apply)*

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



## Island County Planning and Community Development

Jonathan Lange, AICP, CFM  
Director

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Physical Address: 1 NE 6<sup>th</sup> St, Coupeville, WA 98239 Mailing Address: 1 NE 7<sup>th</sup> St, Coupeville, WA 98239  
Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306  
Email: [PlanningDept@islandcountywa.gov](mailto:PlanningDept@islandcountywa.gov) | <https://www.islandcountywa.gov/207/Planning-Community-Development>

### MEMORANDUM

8/23/2024

TO: Board of County Commissioners

FROM: Planning and Community Development – Long Range Planning

RE: Establishment of the Keystone Farm and Forest Preserve Special Review District

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**The Whidbey Camano Land Trust has applied for a Comprehensive Plan Amendment (CPA) for the creation of a Special Review District at Keystone Farm and Forest Preserve. Their plan includes the following components:**

- Special zoning
- Habitat restoration
- Organic Farm School
- Public Access

Staff has drafted a new code section for the special review district, ICC 17.03.164 Keystone Farm and Forest Preserve (SR-KP) Zone. This code is based upon the intended uses of the 216-acre nature preserve, listing overall uses for the preserve, as well as uses tailored for each of three different sub-areas: Natural, Farmland, and the Conservation Center.

This project aligns with Island County's 2016 Comprehensive Plan.

*Special Review Districts are areas that need special consideration for future development, in the form of a master plan. The Special Review District classification is applied to large properties (at least 150 acres in size) that are owned by a single public agency or a non-profit organization. These areas are typically designated as Special Review Districts because the site is unique or the use characteristics make it hard to classify. Special Review Districts are often used to establish special standards to protect lands and structures that have historical, archaeological or environmental significance while allowing a unique combination of uses that enhance, conserve or highlight these features of significance.*

For more information, please contact:

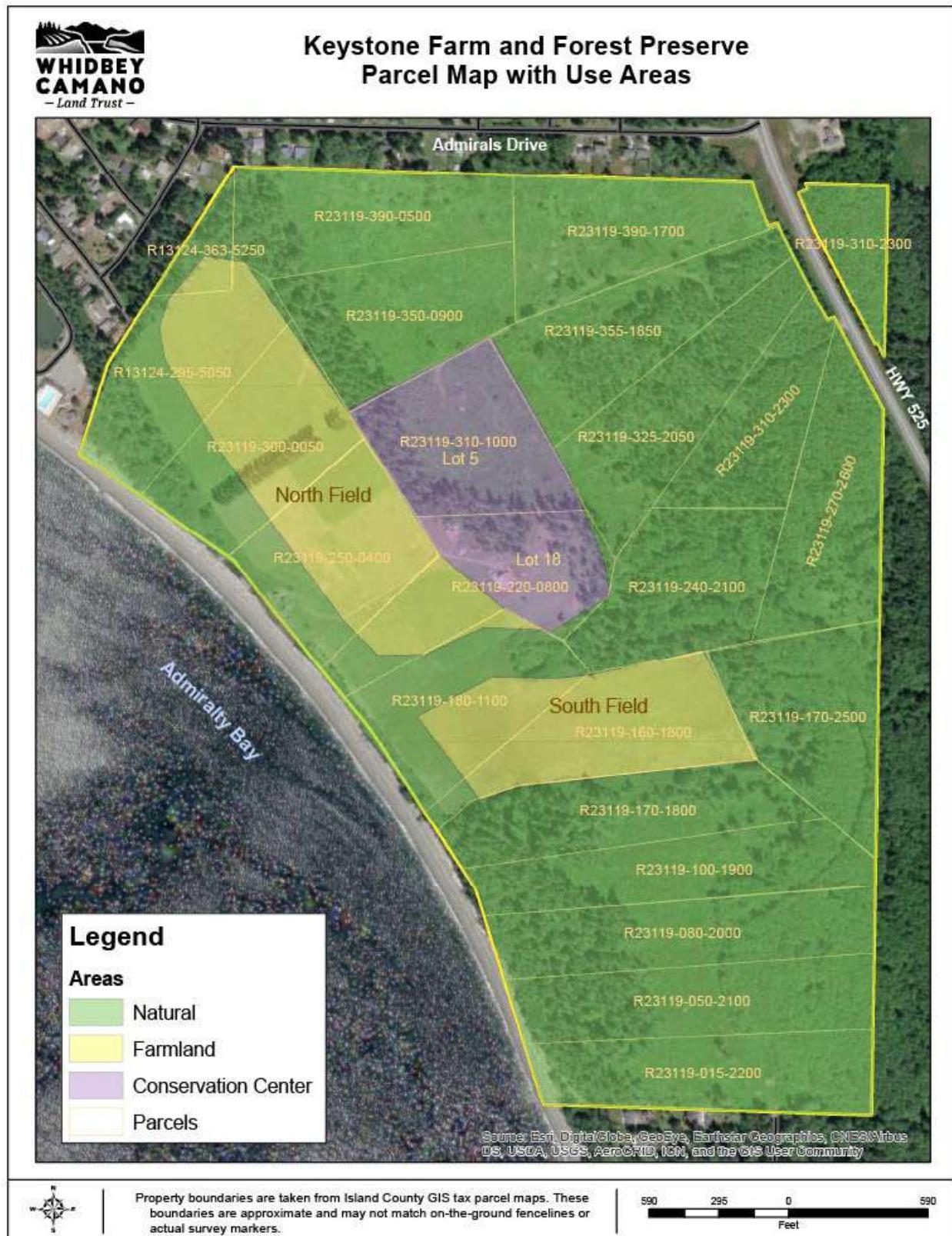
John Lanier (360) 678-7811, [j.lanier@islandcountywa.gov](mailto:j.lanier@islandcountywa.gov)

Attachments

Attachment A – Map of Keystone Preserve

Attachment B – New Code ICC 17.03.164 and Amendments to ICC 17.03.180.R

# ATTACHMENT A



# ATTACHMENT B

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## **17.03.164 Keystone Farm and Forest Preserve (SR-KP) Zone**

The Keystone Farm and Forest Preserve (SR-KP) zone (“Keystone Preserve”) is applied to a 216-acre site in central Whidbey Island (“Keystone Preserve”) that is owned and operated by the Whidbey Camano Land Trust (“Land Trust”). The Keystone Preserve enables the Land Trust to have its office on the property along with the infrastructure needed to offer the public a wide range of educational and recreational opportunities in an inspirational setting. These opportunities include, but are not limited to, public demonstration areas related to conservation, climate resilience, regenerative agriculture, public tours and other recreational learning opportunities, farm incubator experiences, school field trips, research and access to recreational trails, and a long stretch of open beach that was not previously accessible to the public. The Keystone Preserve special review district provides a predictable and consistent set of rules that will guide the future use of the Preserve and protect the property’s significant environmental, historical, and archaeological resources while allowing uses, activities and development that will provide a multitude of community and conservation benefits.

The Keystone Preserve contributes to the healthy ecological function of the site’s feeder bluffs, mariner nearshore habitat, and upland prairie and forest habitats. These important areas support migration and feeding for Puget Sound salmon, as well as habitat for numerous fish and bird species. Restoration projects will help return the Preserve to a more natural state. Of the 216 acres, no more than six percent (13-acres) will be covered by impervious surfaces, allowing for natural recharge of the aquifer.

This zone allows for development and specific uses that have been approved through the adoption of a Master Plan. All permitted and conditional uses shall comply with the Land Use Standards of ICC 17.03.180 unless otherwise directed in this section, ICC 17.03.164, or the Master Plan. If there is a conflict between standards of this section or with standards in other sections of this chapter, the Master Plan shall prevail. For those uses that are not specifically listed as permitted or conditional and are not specifically identified in the Master Plan, the Planning Director shall have the authority to make Code Interpretations pursuant to ICC 17.03.190. All development shall adhere to the Critical Area Regulations as they are prescribed in Chapter 17.02B ICC, the Shoreline Master Program Regulations and Procedures in Chapter 17.05A ICC, the Land Development Standards of Title 11 ICC and all other applicable regulations. Nothing in this section shall exempt any activities or developments from permits otherwise required. The SR-KP zone includes three sub-designations: Area 1 is Natural, Area 2 is Farmland, Area 3 is Conservation Center.

### **A. Permitted uses and improvements in all areas of the SR-KP zone.**

#### **1. Permitted uses:**

- a. Public use of trails;**
- b. Maintenance, restoration, and enhancement of natural resources;**

- c. Motorized vehicles and equipment approved by the Land Trust, or authorized lessee, necessary to steward, manage, grow, maintain, restore, and enhance permitted uses and activities in each area;
- d. Land Trust approved public recreation, education, and outreach activities.

2. Permitted improvements:

- a. Maintenance, repair, and enhancement of existing and permitted improvements;
- b. Utilities necessary to serve permitted improvements, including water, power, fuel, communication lines, and septic;
- c. Recreation trails, non-motorized and unpaved, except that Americans with Disabilities Act (ADA) designated trails may be paved for accessibility;
- d. Minor Improvements, including:
  - (i) Installation, replacement, and maintenance of:
    - (a) Fences
    - (b) Open corrals
    - (c) Head gates
    - (d) Trellises
    - (e) Hayracks
    - (f) Ditches
    - (g) Culverts
    - (h) Stock tanks
    - (i) Bio-char containers
    - (j) Woodchippers and other similar equipment
    - (k) Picnic tables
    - (l) Outdoor art installations
    - (m) Signs
    - (n) Kiosks
    - (o) Benches
    - (p) Wildlife ponds/swales
    - (q) Birdhouses, bat boxes, and other similar scale wildlife enhancements

f. Temporary Improvements, left in place for no more than four (4) consecutive days, except as related to education event camping, including:

- (i) Tents
- (ii) Booths
- (iii) Tables and chairs
- (iv) Food trucks
- (v) Chemical Toilets

B. Prohibited in all areas of the SR-KP zone.

1. Subdivision of Keystone Preserve

C. Area 1 – Natural

The focus of the Natural Area is to enhance natural ecological functions and systems, increase carbon sequestration capacity and climate resilience, increase surface water retention, restore and enhance fish and wildlife habitat (both on the upland and in the adjacent marine system) and connect people to the land through appropriate outdoor activities.

1. Permitted Uses and Improvements. These uses, activities and standards have been approved through and are subject to the Master Plan. These uses are exempt from permitting pursuant to this section unless otherwise noted below.

- a. Public education, research, recreation, and outreach activities;
- b. Hiking, beach walking, swimming, and fishing;
- c. Existing and ongoing agricultural use of the 16 acres along the blufftop and stream until native plant restoration begins;
- d. Natural resources management activities including maintenance, restoration, enhancement, and expansion of natural systems, including but not limited to:
  - (i) Forest restoration;
  - (ii) Native plant restoration;
  - (iii) Stream restoration;
  - (iv) Shoreline restoration;
  - (v) Wetland restoration;
  - (vi) Invasive species removal;
  - (vii) Non-commercial biochar production and distribution;
  - (viii) Trail construction and maintenance; and
  - (ix) Restoration monitoring.

#### D. Area 2 – Farmland

The focus in the Farmland Area is to implement climate resilient, regenerative agricultural practices to build the health of the soils, increase carbon sequestration capacity, enhance and diversify local food production and security, and complement the surrounding ecological restoration work.

1. Permitted Uses and Improvements. These uses, activities and standards have been approved through and are subject to the Master Plan. These uses are exempt from permitting pursuant to this section unless otherwise noted below.
  - a. Public education, tours, field trips, on-site demonstrations, and special events;
  - b. Commercial and noncommercial agriculture, including:
    - (i) Production of produce, fruit, grain, hay, straw, and seed;
    - (ii) Horticultural, viticultural, and floricultural activities;
    - (iii) Fruit and nut orchards;
    - (iv) Beekeeping;
    - (v) Breeding and raising of livestock and poultry; and
    - (vi) Other similar agricultural activities;
  - c. Relocation and/or replacement of existing windmill, provided height does not increase, requires a Type I decision pursuant to Chapter 16.19 ICC;
  - d. Mobile animal sheds and poultry tractors
  - e. Non-commercial biochar production and distribution;
  - f. Gathering area for agricultural activities; and
  - g. Improvements allowed only in the eastern portion of the South Field:
    - (i) Compost and material storage;
    - (ii) Greenhouses and hoop houses;
    - (iii) Wash/pack and storage sheds; and
    - (iv) A new irrigation well with a wellhouse.

#### E. Area 3 – Conservation Center

The Conservation Center will contain the majority of the proposed new, permanent development, including all significant structures except for the proposed permitted improvements in the South Field of the Farmland Area, and Minor and Temporary Improvements per this section.

1. Permitted Uses. These uses, activities and standards have been approved through and are subject to the Master Plan. These uses are exempt from permitting pursuant to this section unless otherwise noted below.

- a. Nonprofit offices;
- b. Conservation use;
- c. Public outreach and education uses;
- d. Public recreational uses;
- e. Natural resources uses;
- f. Agricultural uses and operations, including a native plant nursery;
- g. Motorized vehicles and equipment used to steward, manage, maintain, restore, and enhance the Keystone Preserve;
- h. Permeable overflow parking area next to main parking lot;
- i. Office building with community and educational meeting space, and employee and ADA accessible parking lot;
- j. Commercial and residential septic system(s) with drain field(s) located within Keystone Preserve;
- k. Repair, maintenance, and replacement of existing domestic water well and well house, including any new well, well house, water storage, and/or associated equipment;
- l. Electric vehicle charging stations;
- m. Commercial kitchen;
- n. Public restrooms;
- o. Marketplace for local goods, e.g. farmers market, flea markets, however, they shall not be subject to the Farm Produce Stands and Seasonal Farmer's Markets of ICC 17.03.180.H;
- p. Prepackaged food sales, and food and drink sales from on-site production;
- q. Education pavilion;
- r. Picnic areas including an open grass area with improvements for outdoor gatherings;
- s. Outdoor kitchen;
- t. Existing caretaker house with attached shed, utilities, and parking area, and replacement in the same area are exempt from permitting under this section, however replacement in an alternate location requires a Type I decision pursuant to Chapter 16.19 ICC;
- u. Stewardship building with workshop area and parking area;
- v. Agricultural improvements such as:
  - (i) Agricultural buildings
    - (1) Barns

- (2) Meat processing
- (3) Equipment and vehicle storage
- (4) Produce and seed cleaning and packing, and
- (5) Sheds

- (ii) Office
- (iii) Storage facilities
  - (1) Dry storage
  - (2) Cold storage, and
  - (3) Frozen storage

w. Compost and material storage;

- x. Fuel storage facilities require a Type I decision pursuant to Chapter 16.19 ICC, however incidental storage of fuel related to operations is exempt from permitting;
- y. Alternative energy, including solar and wind requires a Type I decision pursuant to Chapter 16.19 ICC;
- z. Migratory bird tracking equipment;
- aa. Weather station; and
- bb. Event camping for educational groups.

- 2. Conditional Uses. These uses shall be processed as Type II decisions pursuant to Chapter 16.19 ICC.
  - a. Up to 12 units of natural resources and/or farm worker housing with utilities and parking area;

F. Annual Review Amendments. Any amendment to the Master Plan, the Comprehensive Plan, or to this ordinance shall be processed as an Annual Review Amendment pursuant to Chapter 16.26 ICC.

G. Setbacks and Heights

- 1. Setbacks from designated critical areas shall comply with buffer and setback provisions of Chapter 17.02 ICC.
- 2. Setbacks from external property lines for all structures shall be a minimum of 50 feet.
- 3. Setbacks for all new structures or additions to existing structures, excluding the Minor Improvements as found in ICC 17.03.164.A.2.e, shall be a minimum of 300 feet from the edge of the right of way of State Highway 525 and 50 feet from the edge of the right-of-way of any other public roads.

4. If an existing structure is already located within the above setbacks, the degree of nonconformity shall not be increased.
5. No new Agricultural, Commercial or Residential building(s) or additions to existing structures shall exceed 35 feet in height, provided that the variance process set forth in this Chapter shall be applicable to this site.

#### H. Development Standards

1. The SR-KP Zone is not subject to the parking requirements of ICC 17.03.180.Q. Parking requirements are set forth as indicated on the site plan in the Master Plan and shall be separated as follows:
  - a. Temporary and overflow parking and shall only be used to accommodate parking requirements associated with festivals and events that are allowed under subsection A of this section; and
  - b. Permanent parking which shall be used to support all other permitted and conditional uses.
2. The SR-KP Zone is not subject to the site coverage requirements of ICC 17.03.180.S. Site coverage ratios shall be as follows:
  - a. Maximum impervious surface – 6% of the total area of the Keystone Preserve, provided that Minor Improvements as found in ICC 17.03.164.A.2.e shall not count against the 6% total;
3. Except for permitted roads, utilities, Minor Improvements as found in ICC 17.03.164.A.2.e, and Temporary Improvements as found in ICC 17.03.164.A.2.f, all development, unless approved by Island County as a Type II decision, shall be located at least:
  - a. 700 feet from the shoreline
  - b. 1,200 feet from State Highway 525
  - c. 750 feet from Admirals Cove Plats 1, 2, and 7
  - d. 1,400 from the Seacrest Plat
4. The mass of larger buildings should be broken up into separate parts to give the appearance of a group of buildings rather than one large building. Buildings will be designed to be generally horizontal in form in order to be less conspicuous.
5. Trees and other vegetation shall be used to soften the appearance of buildings.
6. Wood is to be the preferred primary exterior material, but fiber cement products may be used if the appearance is substantially similar. Concrete and concrete blocks may be used only as foundation materials unless sided with wood or fiber cement products.
7. Darker earth tones on new building exteriors and roofs shall be used. All metal roofs shall have darker, minimally reflective colors and finishes.

8. All exterior lighting shall meet the definition of “Dark Sky Friendly” (having fully shielded light fixtures that emit no light upward and use “soft white” light bulbs to minimize blue light emission) and comply with the outdoor lighting standards set forth in ICC 17.03.180.R.11.
9. Designated parking areas shall be located behind buildings when possible, and be screened with landscaping to minimize views from Admiralty Inlet.
10. Development in the SR-KP Zone shall comply with the General Standards for Nonresidential Use of ICC 17.03.180.A, except that subsections 1 and 2 shall not apply.
11. Signage standards shall be the same as those set forth in the following subsections of ICC 17.03.180.R:
  - a. Subsections 7.a through 7.d;
  - b. Subsections 7.g through 7.i; and
  - c. Subsection 8, 9 and 10.d.
13. Building design shall comply with the following standards set forth in ICC 17.03.180.P:
  - a. Subsection 1;
  - b. Subsection 3.a; and
  - c. Subsection 3.b(i) through 3.b(iv).

...

**17.03.180.R.7.h.** Size and height. The maximum sign area and height is set forth in the table below:

Sign Type	Maximum Sign Area (in square feet) By Zoning District												
	Rural (R) Rural Ag (RA) Com Ag (CA) Rural Forest (RF)	Rural Residential (RR)	Rural Center (RC) Rural Village (RV) Rural Service (RS)	Camano Gateway (CGV)	LM	OH-R	OH-I OH-HSC OH-PBP OH-PIP	UGA-L	Airport (AP)	Pacific Rim Institute (SD-PRI)	Greenbank Farm (SR-GF)	Keystone Preserve (SR-KP)	Parks (PK)
Home Industry/Occupation	9	9			9		9						
Commercial/Office	9		40/100 <sup>1</sup>	40/100 <sup>1</sup>	40/100 <sup>1</sup>		40/100 <sup>1</sup>		12		40/100 <sup>1</sup>	40/100 <sup>1</sup>	
Multi-Tenant Premises			40/200 <sup>2</sup>	40/200 <sup>2</sup>	40/200 <sup>2</sup>		40/200 <sup>2</sup>		24		40/200 <sup>2</sup>	40/200 <sup>2</sup>	
Community Identification Signs	12	12	12	12	12	12	12	12	12	12	12	12	12
Subdivision Signs	48	48	48	48	48	48	48	48	48	48	48		
Public Use Signs	48	48	48	48	48	48	48	48	48	48	48	48	48
Agriculture Directional Signs <sup>3</sup>	1.5	1.5	1.5		1.5				1.5	1.5	1.5	1.5	1.5
<b>Maximum Sign Height</b>													
Free Standing Signs <sup>4</sup>	8	8	18	18	18	8	18	8	18	8	8	8	8
Fixed Signs			May not extend above or beyond the eave, rake, or parapet of wall on which it is mounted										
		<sup>1</sup> Total sign area shall not exceed 100 sq. ft. per business. No individual sign shall exceed 40 sq. Ft.											
		<sup>2</sup> Total sign area shall not exceed 200 sq. ft. per business. No individual sign shall exceed 40 sq. Ft.											
		<sup>3</sup> Per sign blade											
		<sup>4</sup> Shall not exceed height of building housing the advertised business											

<sup>1</sup> Total sign area shall not exceed 100 sq. ft. per business. No individual sign shall exceed 40 sq. Ft.

<sup>2</sup> Total sign area shall not exceed 200 sq. ft. per business. No individual sign shall exceed 40 sq. Ft.

<sup>3</sup> Per sign blade

<sup>4</sup> Shall not exceed height of building housing the advertised business

...

**17.03.180.R.10.d**

- d. Special review districts. All signs located in special review districts (e.g., Au Sable Institute, Greenbank Farm, and Keystone Preserve) shall be consistent with the approved master plan for the special review district, or in the absence of applicable sign regulations or standards in the approved master plan, the requirements of this section.

DRAFT

# KEYSTONE FARM AND FOREST PRESERVE

COMPREHENSIVE PLAN AMENDMENT CPA 243/23

September 4, 2024



# Keystone Farm and Forest Preserve

## Highlights

- One of three special review districts in Island County
- Conservation of 216 acres of farmland, forest, and shoreline
- Increased access for all people, with ADA accessible trails and shoreline access.
- Educational opportunities



# Natural Area

- 164 acres
- Enhance natural ecological functions and systems
- Increase climate resilience
- Restore and enhance fish and wildlife habitat
- Connect people to the land



# Farmland Area

- 51 acres
- Implement regenerative agricultural practices to build the health of the soil
- Increase carbon sequestration capacity
- Enhance and diversify local food production and security
- Complement the surrounding ecological work



# Conservation Center

- 16 acres
- New home for the Whidbey Camano Land Trust office
- Education Pavilion
- ADA accessible trails



# Next Steps

- Public Hearing at Planning Commission
- Sixty day Department of Commerce review
- Scheduling and holding a Public Hearing at the Board



# QUESTIONS?

