

**2023**  
**ISLAND COUNTY COMMISSIONER'S WORK SESSION SCHEDULE**  
**September 20, 2023**

Meetings are available remotely. Those interested in attending the meetings by computer, tablet, or smartphone may use the following link: Join Zoom Meeting:  
<https://tinyurl.com/ICWorkSession> **Meeting ID:** 957 0144 6335 **Passcode:** 969196  
**Dial by your location:** +12532158782, 95701446335#, \*969196# US (Tacoma)

9:00 a.m.	Commissioners
10:30 a.m.	Treasurer
10:50 a.m.	Public Works
11:10 a.m.	Human Resources/General Services
11:25 a.m.	County Administration

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

Work sessions are public meetings which provide an informal workshop format opportunity for the Board to review ongoing issues with individual departments and elected officials. This time is used for the Board to meet with other agencies, committees, and groups to discuss specific topics of mutual interest. Items are typically first reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

Written public comment is welcomed and can be directed to the Clerk of the Board by submitting it to [CommentBOCC@islandcountywa.gov](mailto:CommentBOCC@islandcountywa.gov) or [j.roll@islandcountywa.gov](mailto:j.roll@islandcountywa.gov). If you have questions regarding public comment you may call 360-679-7385. Written comments presented by members of the public are considered a public document and must be submitted to the Clerk of the Board.

Times for each department are approximate. Due to time constraints, a time slot scheduled for a specific department may be revised (earlier or later) as the Work Session progresses. Because of the workshop format and time sensitivity of certain items, topics and materials may be presented that are not included in a department's agenda. **If you are interested in reviewing those documents, please contact our office at 360-679-7354.**

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



**ISLAND COUNTY COMMISSIONERS**

**WORK SESSION AGENDA**

**DATE: 9/20/2023**

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**To: Janet St. Clair, Chair**  
**Board of Island County Commissioners**

**From: BOCC Staff**

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**Amount of time requested for agenda discussion. 90 minutes**

**Agenda Item No.: 1**

**Subject: Future Board of County Commissioners (BOCC) meeting cancellations**

**Description:** Discussion of proposed future BOCC meeting cancellations.

**Attachment: None**

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

- |   |  |
|---|--|
| <input type="checkbox"/> Move to Consent    | <input type="checkbox"/> Move to Regular       |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request  | <input type="checkbox"/> Other: _____          |

**IT Review Complete:** ☐ Not Applicable

**Budget Review Complete:** ☐ Not Applicable

**Agenda Item No.: 2**

**Subject: Continued discussion regarding homeless encampments**

**Description:** Continued policy discussion regarding homeless encampments.

**Attachment: None**

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

- |   |  |
|---|--|
| <input type="checkbox"/> Move to Consent    | <input type="checkbox"/> Move to Regular       |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request  | <input type="checkbox"/> Other: _____          |

**IT Review Complete:** ☐ Not Applicable

**Budget Review Complete:** ☐ Not Applicable



**ISLAND COUNTY TREASURER**

**WORK SESSION AGENDA**

**DATE: 9/20/2023**

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**To: Janet St. Clair, Chair**  
**Board of Island County Commissioners**

**From: Tony Lam, Treasurer**

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

**DIVISION: Administrative**

**Agenda Item No.: 1**

**Subject: August 2023 Treasurer's Report**

**Description: Financial & Treasury Activity for the month of August 2023**

**Attachment: August Treasurer's Report**

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

☐ Move to Consent

☐ Move to Regular

☐ None/Informational

☒ Discussion

☐ Signature Request

☐ Other: \_\_\_\_\_

**IT Review Complete:** ☐ Not Applicable

**Budget Review Complete:** ☐ Not Applicable

## Treasurer's Monthly Report

### Financial Data as of August 31, 2023

- Investment Rates and Balances as of August 31, 2023:

DESCRIPTION	RATE
ICT Investment Pool	1.93%
WA State Treasurer LGIP	5.34%
US Treasury, 3 month	5.45%
US Treasury, 6 month	5.52%
US Treasury, 1 year	5.39%
US Treasury, 2 year	4.88%
US Treasury, 3 year	4.57%
US Treasury, 4 year	4.40%
US Treasury, 5 year	4.25%

County (Residual) Investment in ICTIP	55%	\$126,650,829
Junior Taxing Districts' Investment in ICTIP	45%	<u>\$105,321,594</u>
Island County Treasurer's Investment Pool		\$231,972,423
Junior Taxing Districts' Non-Pool Investments		<u>\$ 0</u>
Total Investments Managed by the Treasurer		\$231,972,423

- Cash Held for Daily Needs in Depositories:

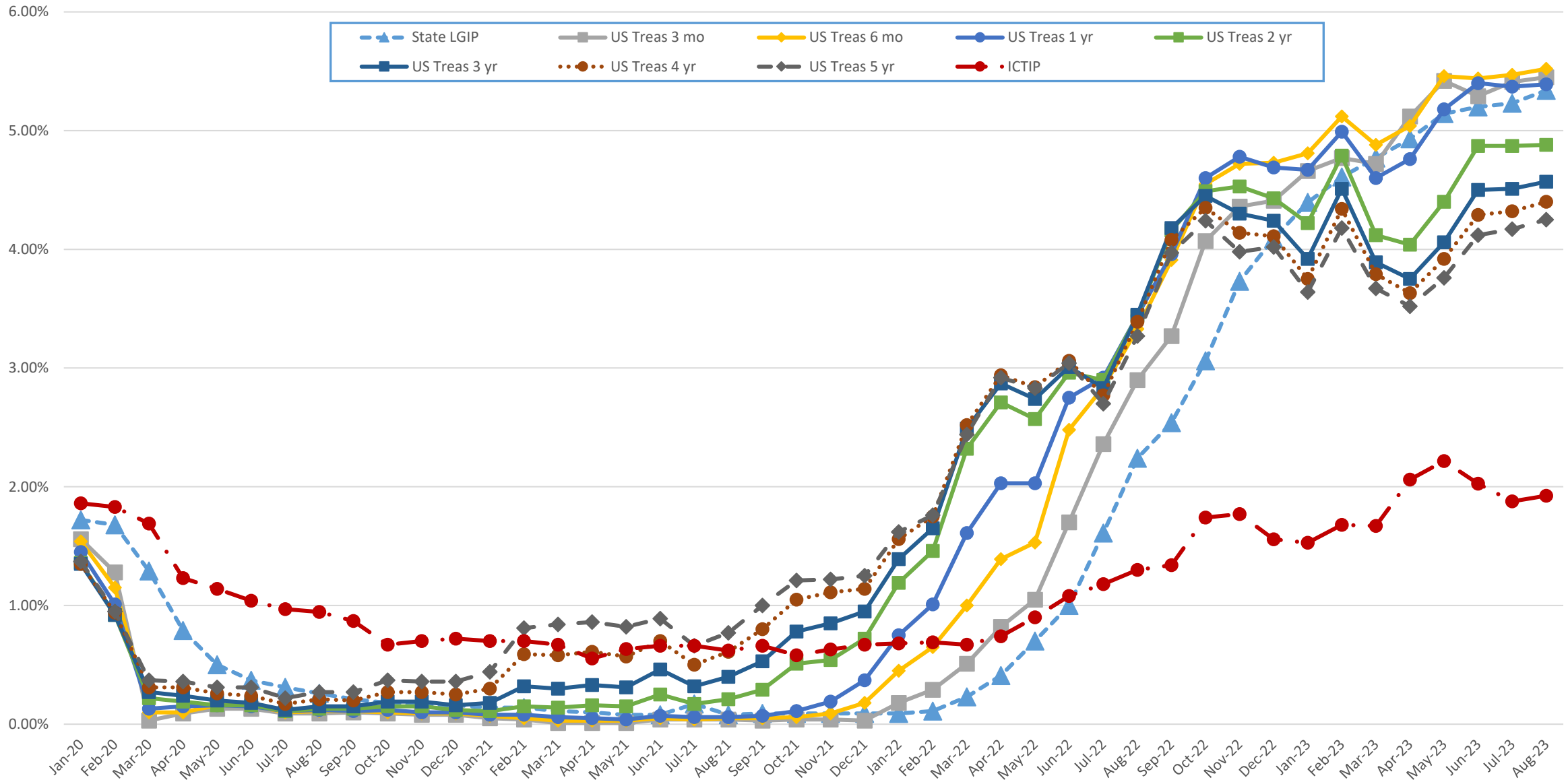
Key Bank	\$ 7,954,437
Whidbey Island Bank	<u>\$ 1,657,891</u>
Total Cash Balances	\$ 9,612,328

*KeyBank – insured by FDIC for \$250,000; excess covered 50% by Federal Reserve Bank*

*Whidbey Island Bank – all funds are covered by the Public Deposit Protection Commission (PDPC) administered by the WA State Treasurer*

- 10% of our investment pool is invested in the WA ST LGIP, and 25% is < 1-year maturity (assuming no calls). This satisfies our Investment Policy requirement of 20% of the portfolio as a minimum be comprised of investments maturing within a year to meet ongoing obligations.
- As of August 31<sup>st</sup>, the 2023 property tax levies for Current Expense, Roads, and Conservation Futures were 56% collected. The comparable 2022 YTD collections in August 2022 were 56%, as well.
- Foreclosure Update – 2023 started with 80 properties subject to foreclosure. As of August 31<sup>st</sup>, the count is down to 13. The 2023 Certificate of Delinquency was filed August 7<sup>th</sup> for the 13 properties.
- The number of REET affidavits processed in August was 367 compared to 282 in July and 431 in August 2022. The County's portion of excise revenue was \$569,802 in August, on sales of \$142 MM. This REET activity resulted in Island County YTD excise revenue of **\$751,000 less** than for the same period in 2022, and **\$1,291,000 less** than in 2021, but almost **\$352,000 more** than in 2020 and 2019.

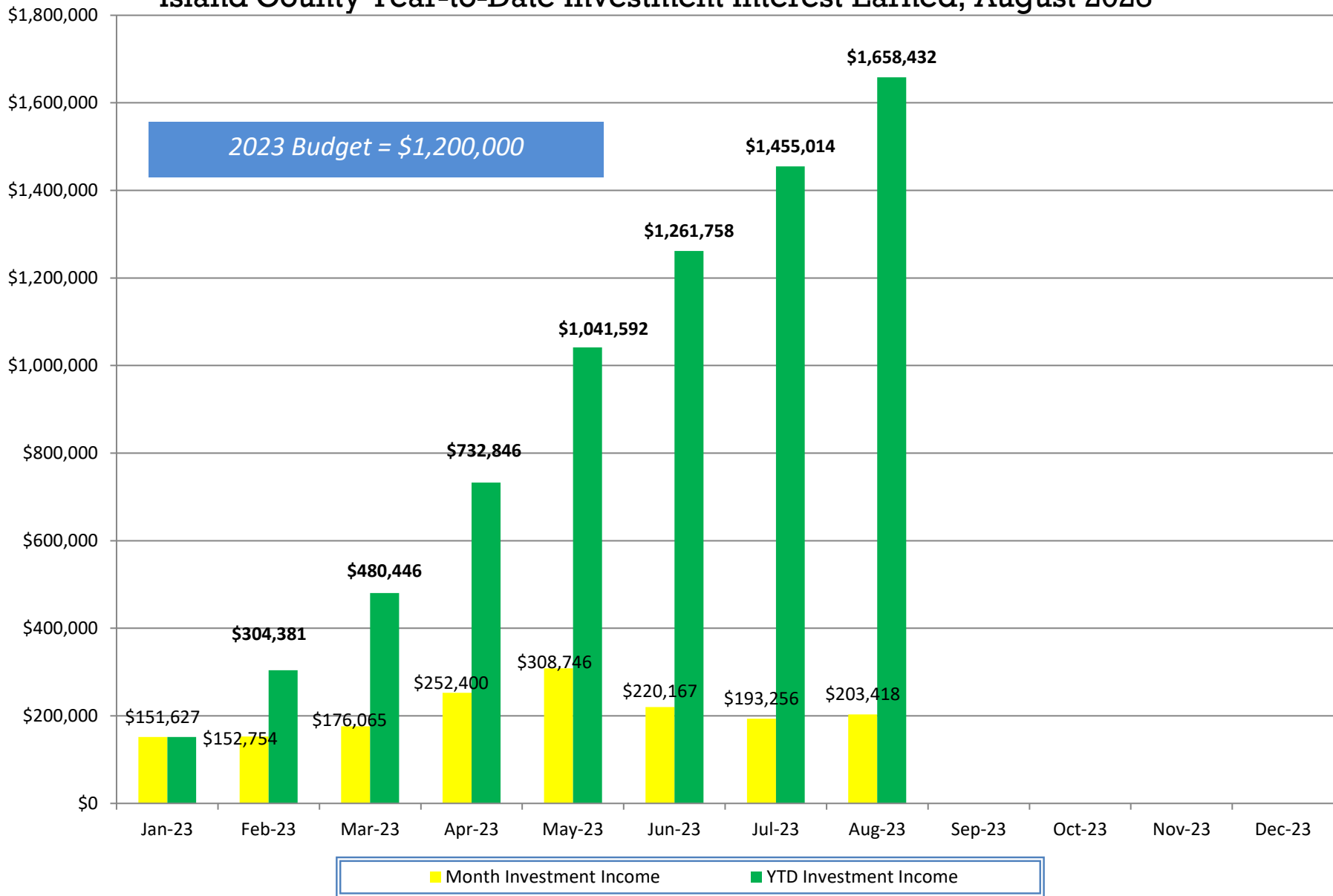
Investment Earnings Rate Comparison, January 2020 - August 2023



**Island County Treasurer's Investment Pool  
Participant Investment Balances by Fund  
August 31, 2023**

<b>Fund#</b>	<b>Fund Description</b>	<b>Par Value</b>
621	FREELAND WATER/SEWER RESERVE	187,500.00
626	FIRE DIST #5 SICK LEAVE	38,501.43
628	FIRE DISTRICT #1 TRUST	15,000.00
629	FIRE DISTRICT #1 MAINTENANCE	3,044,000.00
631	S201 GENERAL	6,074,968.00
632	S201 ASB	738,009.00
633	S201 TRANS VEHICLE	750,173.00
634	S201 BOND REDEMPTION	140,165.00
635	S201 CAP PROJECT	743,965.00
637	FIRE DISTRICT #2 EXPENSE	1,990,000.00
638	FIRE DISTRICT #3 EXPENSE	2,208,387.51
640	FIRE DISTRICT #5 MAINTENANCE	3,205,367.00
642	FIRE DISTRICT #1 BOND REDM	481,329.00
643	FIRE DISTRICT #5 CAPITAL	2,013,787.00
644	FIRE DISTRICT #5 BOND	3,607,441.00
647	SO WHID PARK REC MAINTENANCE	596,726.09
648	NO WHID POOL PARK REC BOND	230.40
649	NO WHID POOL PARK REC RESERVE	41,669.34
651	CEMETERY DISTRICT #1	70,000.00
652	CEMETERY DISTRICT #2	200,000.00
653	PORT COUPEVILLE MAINTENANCE	310,000.00
654	PORT SOUTH WHIDBEY	416,000.00
655	PORT MABANA MAINTENANCE	28,300.00
657	PORT SOUTH WHIDBEY BOND	661,059.20
665	S WHID PARKS & REC PROPERTY FUND	137,000.00
677	S204 TRANS VEHICLE	150,199.00
683	S206 GENERAL FUND	2,700,000.00
684	S206 ASB	45,000.00
685	S206 TRANSPORTATION VEHICLE	150,000.00
686	S206 BOND REDEMPTION	1,300.00
688	S206 CAPITAL PROJECT	1,900,000.00
690	S206 NONEXP TRUST	785,000.00
696	SARATOGA BOND RESERVE	212,193.49
697	PORT OF COUPEVILLE IDD FUND	1,500,000.00
701	CLINTON WATER MAINTENANCE	200,334.17
705	LONG BEACH MAINTENANCE	20,129.51
707	PENN COVE MAINTENANCE	1,070,000.00
719	BAYVIEW BEACH EMERGENCY	100,250.00
720	CLINTON WATER CONSTRUCTION	23,031.30
722	LONG BEACH CONSTRUCTION	69,870.49
723	LAGOON POINT CAPITAL	950,000.00
725	CAMANO VISTA CAPITAL IMP	166,000.00
726	FIRE DISTRICT #3 CONTINGENCY ACCT	170,000.00
727	FIRE DISTRICT #3 RESERVE ACCT	53,000.00
728	BAYVIEW BEACH SFR WATERLINE	44,000.00
729	CLINTON BOND	35,068.76
730	CROCKETT LAKE CONSTRUCTION	385,000.00
739	JUNIPER BEACH MAINTENANCE	150,000.00
742	FREELAND CONSTRUCTION	2,010,000.00
755	ISLAND TRANSIT/PTBA	55,000,000.00
758	PENN COVE CONSTRUCTION	1,070,000.00
760	CLINTON WATER CAPITAL	294,165.04
761	ADMIRALS COVE CAPITAL IMPROVEMENT	755,000.00
763	SWANTOWN CAPITAL	260,000.00
764	SCATCHET HEAD WATER EMERGENCY	274,300.00
765	LEDGEWOOD BEACH CAPITAL	450,000.00
766	BAYVIEW BEACH CONSTRUCTION	150,000.00
768	SO WHID PARK REC CAPITAL	47,500.00
769	CLINTON WATER SEWER	483.45
771	FIRE DISTRICT #1 CAPITAL FACIL	750,000.00
772	HOLMES HARBOR TRUST LOAN	31,152.00
775	SO WHID PARKS & REC RESERVE	378,088.00
776	FIRE DISTRICT #1 CAPITAL	2,094,000.00
777	FIRE DISTRICT #1 RESERVE	2,472,165.00
783	ADMIRALS COVE EMERGENCY RES	50,000.00
785	HOLMES HARBOR CAPITAL IMP	120,603.00
786	HOLMES HARBOR REPLACEMENT	79,482.00
787	HOLMES HARBOR EFFLUENT DISPOSAL	1,900.00
788	NO WHID POOL PARK & REC CAPITAL	3,230.65
789	CLINTON WTR DIST ENCUMBER ACCT	413,270.29
795	CROCKETT LAKE EMERGENCY RES	36,300.00
920	RESIDUAL&STATE POOL INVESTMENT	126,650,828.72
		<b>231,972,422.84</b>

## Island County Year-to-Date Investment Interest Earned, August 2023



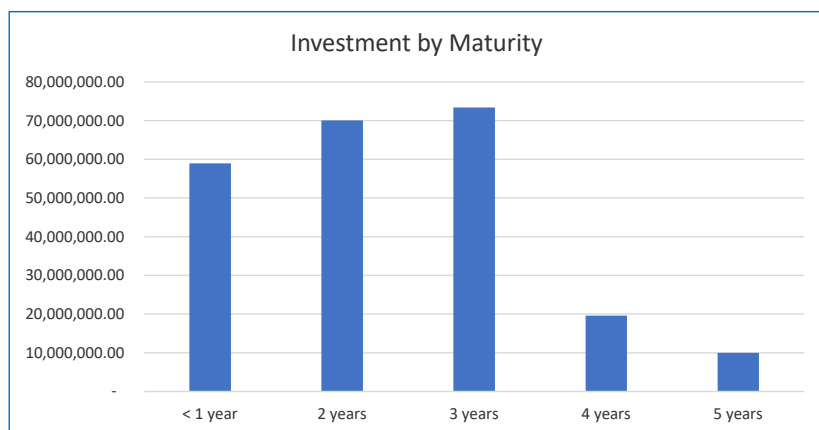
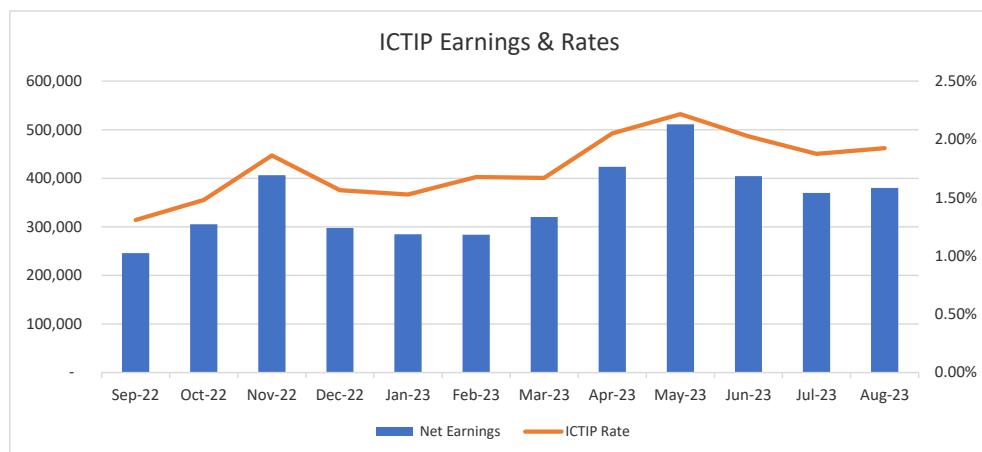
Date: **August 31, 2023**

#### August-2023

ICTIP Rate	1.93%
LGIP Rate	5.34%
Net Earning	\$ 380,294

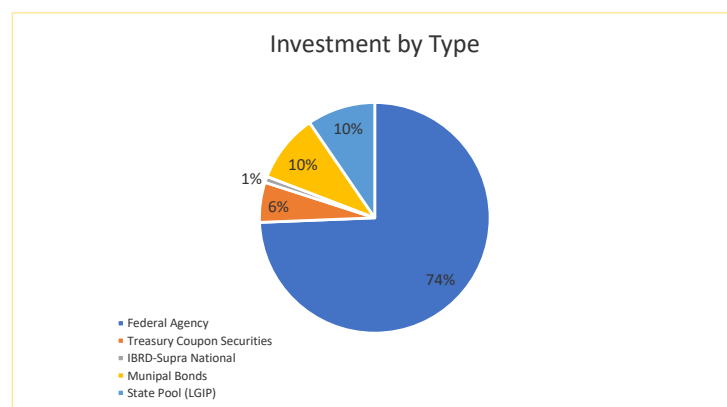
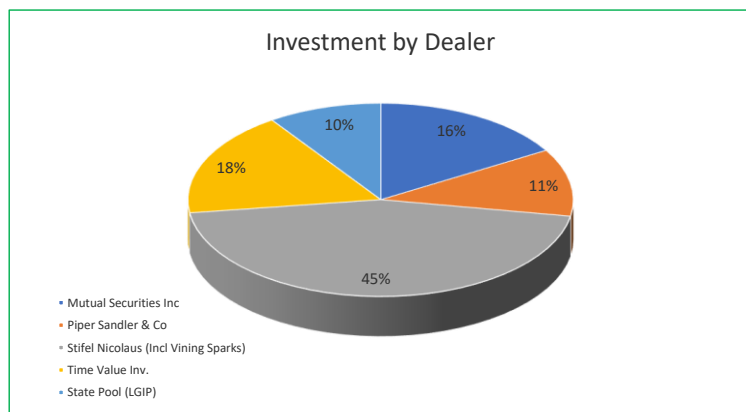
#### 12-Month Moving Average

ICTIP Rate	1.78%
LGIP Rate	4.42%
Gross Earning	\$ 174,131
2 Year US Treasury	4.47%

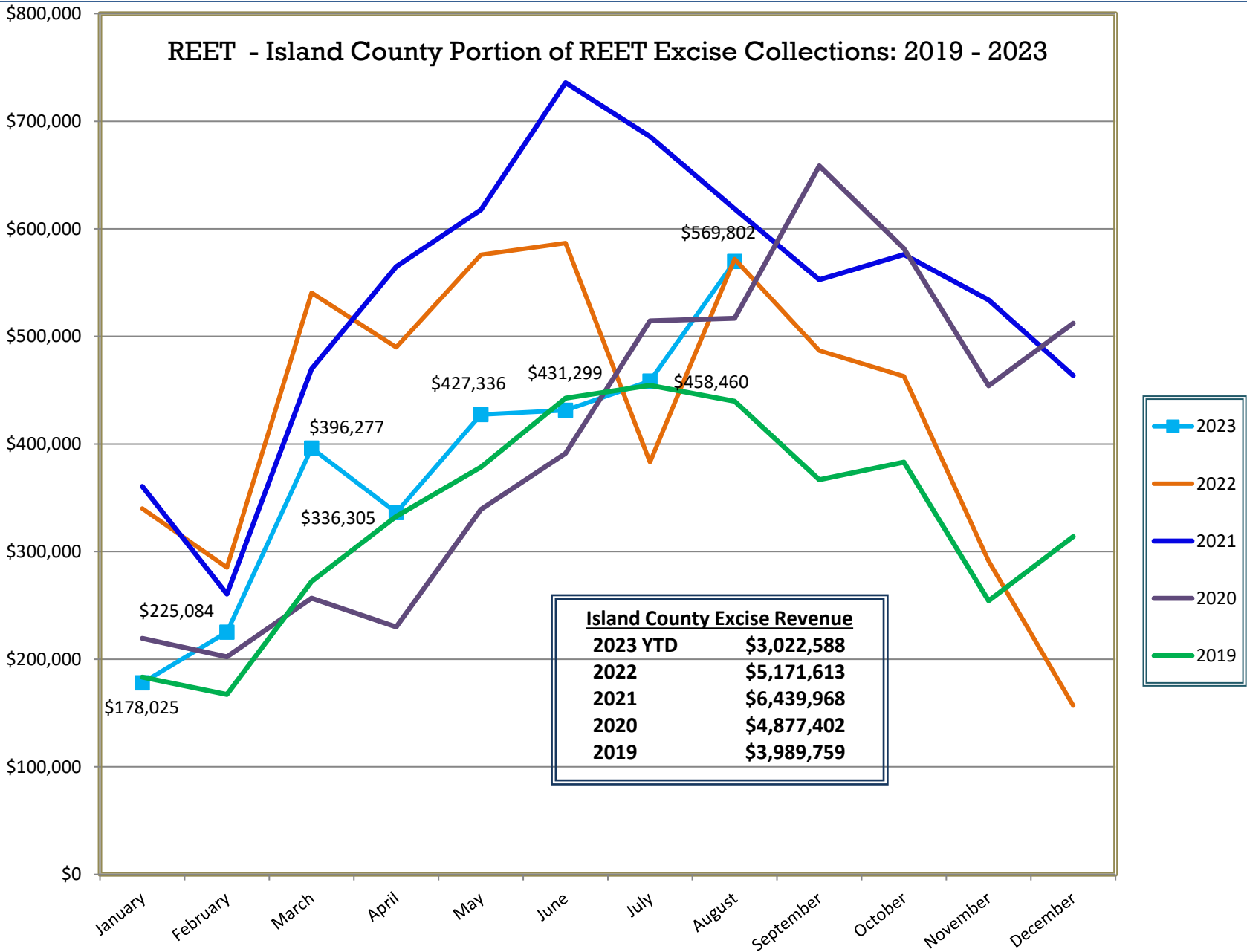


#### Investment by Issuer

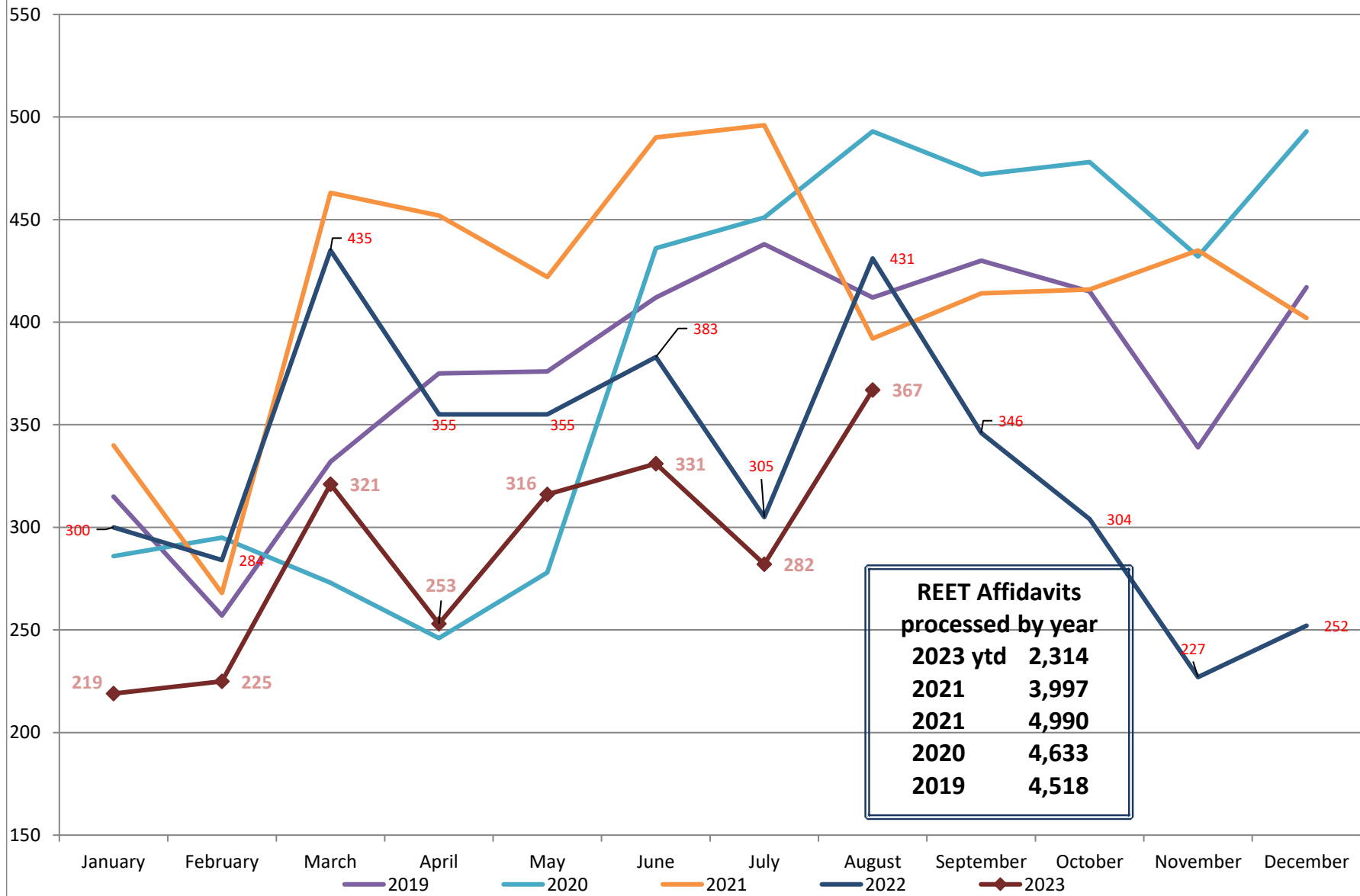
Issuer	%-tage	Par Value	Debt Policy	Variance
US Treasury Bills and Notes	6%	13,000,000.00	90%	84%
Fed Agri Mtg Corp	14%	32,135,000.00	40%	26%
Fed Farm Credit Bk	7%	16,000,000.00	40%	33%
Fed Home Loan Bk	43%	98,595,000.00	40%	-3%
Fed Home Loan Mtg Corp	6%	14,000,000.00	40%	34%
Fed Nat'l Mtg Assn	14%	32,135,000.00	40%	26%
Municipal Bonds	1%	1,940,000.00	35%	34%
State Pool (LGIP)	10%	22,167,422.84	90%	80%
Supranationals	1%	2,000,000.00	5%	4%
	100%	231,972,422.84		



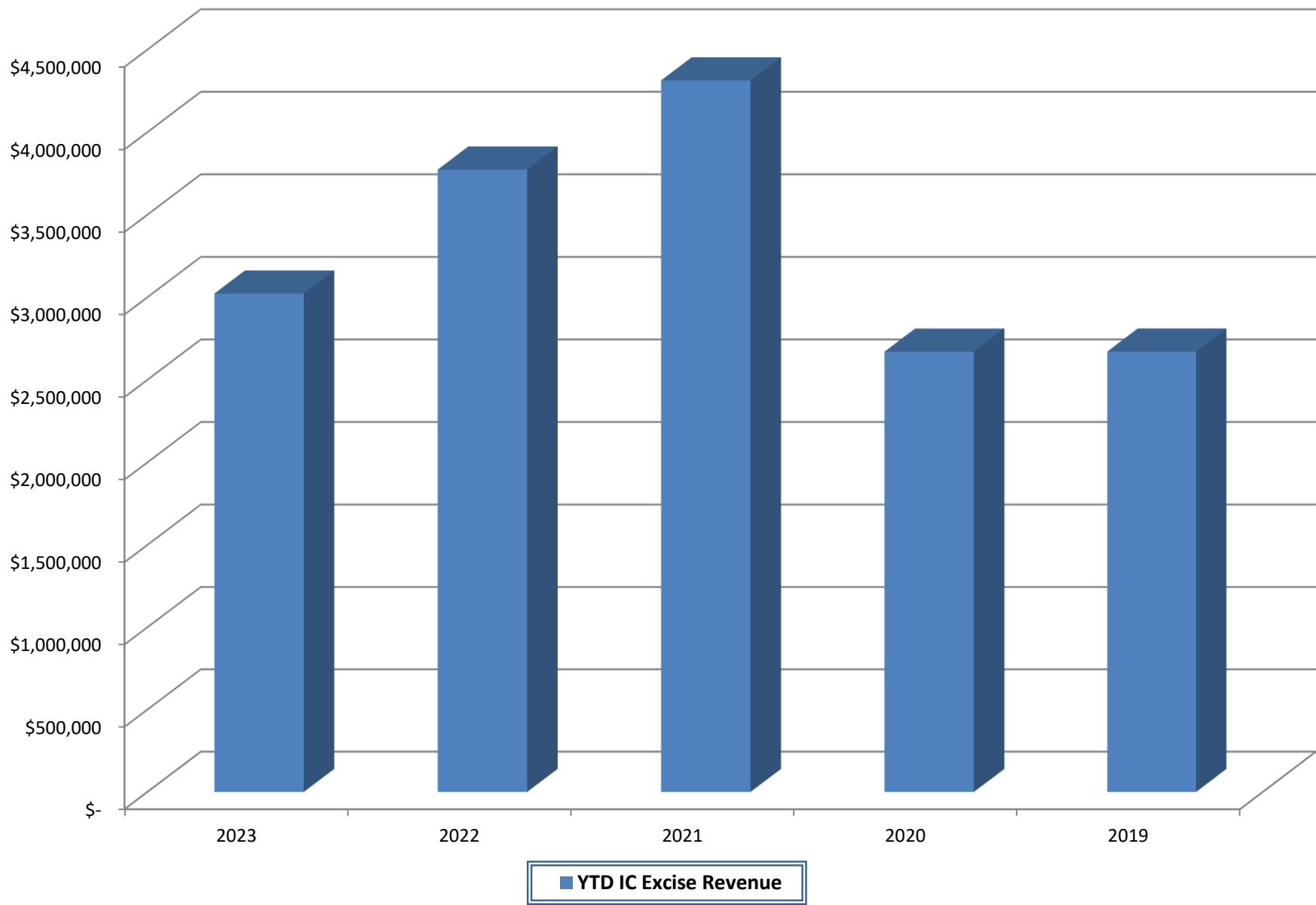
REET - Island County Portion of REET Excise Collections: 2019 - 2023



## Island County 2019-23 REET - Number of Affidavits Processed by Month



**YTD Island County Excise Revenue through August, by Year**





**ISLAND COUNTY PUBLIC WORKS**

**WORK SESSION AGENDA**

**DATE: 9/20/2023**

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**To: Janet St. Clair, Chair**  
**Board of Island County Commissioners**

**From: Connie Bowers, Director**

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

**Agenda Item No.: 1**

**Subject: Critical Drainage Areas defined by Geographical Information System 2**

**Description:** There is an interest to define Critical Drainage Areas (CDAs) as a layer in the County's Enterprise Geographical Information System (GIS). The original maps of CDAs no longer align with parcel and Rural Area of Intense Development Boundaries. Shifting from the paper regulatory maps to a regulatory Enterprise GIS layer allows for easier corrections and updates. This was discussed at the Sept. 20<sup>th</sup> work session. Returning with updated maps and a GIS policy per the Boards request.

**Attachment: Memorandum, GIS Policy – Draft, Updated Maps: Proposed Changes to CDAs (historic and proposed shown, align with parcel boundaries, RAID boundaries, etc)**

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

- |   |   |
|---|---|
| <input type="checkbox"/> Move to Consent    | <input type="checkbox"/> Move to Regular                    |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Discussion              |
| <input type="checkbox"/> Signature Request  | <input checked="" type="checkbox"/> Other: <u>Direction</u> |

**IT Review Complete:** ☐ Not Applicable

**Budget Review Complete:** ☐ Not Applicable

*(Continued on next page)*

**DIVISION: Parks**

**Agenda Item No.: 2**

**Subject: Washington State Recreation and Conservation Office Grant Application  
Resolution**

**Description:** Grant Application for Local Parks Maintenance Grant

**Attachment: Memorandum, Introduction, and Resolution**

**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"/> Discussion      |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____    |

**IT Review Complete:** ☐ Not Applicable

**Budget Review Complete:** ☐ Not Applicable



## Island County Public Works

*Connie Bowers, P.E., Director and County Engineer*

1 NE 7th Street, Coupeville, WA 98239

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

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

### MEMORANDUM

September 20, 2023

TO: BOCC

FROM: Connie Bowers / Public Works Director / County Engineer

RE: Critical Drainage Areas Map update and define by Geographical Information System

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#### **Adopt updated Critical Drainage Area (CDA) Boundaries:**

Twenty-two CDAs were established in 1998 as part of the implementation of the Growth Management Act (GMA). They represented Rural Areas of Intense Development (RAID) that had existing drainage issues. Development within these CDAs are subject to increased drainage review requirements to minimize drainage impacts.

The CDAs were generally established along the RAID boundaries. However, since establishment RAID boundaries have changed several times. This can occur due to GMA Hearing Board decisions and other actions. In addition, it's become evident that the current CDA boundaries do not align with parcel boundaries. At this point there are 15 CDAs.

Attached are maps that include proposed changes for each CDA to match RAID and parcel boundaries. These changes would be formally presented to the Board for their consideration through a resolution.

#### **Adopt a Geographical Information System (GIS) Layer as the official designation of the CDAs:**

A CDA GIS layer was created in June of 2016 that is a representation of the original adopted paper maps of the CDAs. This GIS layer makes the maps more accessible as numerous ICGEO users can view the map at the same time. It also makes the maps easier to read as the user can zoom in or out as needed. In general, this GIS layer is referenced by the permitting departments and the public in identifying parcels within CDAs.

The permissions of the GIS layer is proposed to be locked to prevent unauthorized changes.

During the previous meeting, on July 5<sup>th</sup>, 2023, the Board requested that a Critical Areas GIS Layer Updates policy be developed. The attached draft policy attached has four main points:

The first edit request is expected to be updates to the layer to represent the proposed updated CDA boundaries.

#### Background:

Twenty-two CDAs were established in 1998 as part of the implementation of the Growth Management Act (GMA). They represented Rural Areas of Intense Development (RAID) that had existing drainage issues. Development within these CDAs are subject to increased drainage review requirements to minimize drainage impacts. Typical drainage issues identified include flooding, erosion, fish blockage or geotechnical concerns (Exhibit A).

There would also be a benefit in re-evaluating CDAs for the County by developing an updated Comprehensive Stormwater and Flood Hazard Management Plan (Plan).

- The Plan used to identify the CDAs was drafted prior to 1998.
  - Some infrastructure improvements have been made over that timeframe.
- Establish CDAs based on watershed or basins boundaries.
  - For ease of implementation the CDAs were established along the RAID boundaries.
    - As a result, some parcels are in a CDA, but don't contribute towards a drainage issue.
    - Alternatively, some parcels are outside of a CDA, yet do contribute towards a drainage issue.

#### Next Steps:

Develop a draft resolution  
Initiate code review process  
Schedule / Hold Public Hearing

#### Attachments:

GIS Policy – draft  
Updated Maps: Proposed changes to CDAs (historic and proposed shown, align with parcel boundaries, RAID boundaries, etc)



## Island County Public Works & GIS Team

*Connie Bowers, P.E., Director and County Engineer*

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: [ConnieB@islandcountywa.gov](mailto:ConnieB@islandcountywa.gov) | [www.islandcountywa.gov](http://www.islandcountywa.gov)

### **POLICY: Critical Drainage Areas GIS Layer Updates**

In Resolution **xx-xx-xxx**, the Board of County Commissioners adopted a Critical Drainage Area Geographical Information System (GIS) layer as the official designation of the County's Critical Drainage Areas.

This policy describes management of the CDA GIS layer, titled: Protect\_CriticalDrainageAreas

1. The Protect\_CriticalDrainageAreas layer will be a restricted access layer, with only the GIS Team having editing permissions.
2. When an event occurs which changes a CDA boundary, it prompts a change to the CDA GIS layer.
  - a. Examples: zoning change, boundary line adjustment, parcel segregation
3. Once the change is adopted by the Board of Island County Commissioners, the Planning Department provides the GIS Manager the Resolution, or other adopting document, and a summary to include in the comment section.
4. The GIS Team updates the CDA GIS layer and completes three fields in the associated Metadata.
  - a. Resolution\_for\_change – any resolution describing the change of the CDA boundary or any resolution for updates to the corresponding RAID boundary.
  - b. Resolution\_adoption\_date – the date for the resolution of change.
  - c. Comments\_for\_changes – comments on the geometry change
5. These edits will be previewed / confirmed with the Public Works, Health, and Planning Department Directors.
6. Once the updates are completed the GIS Team will send out a notice to the GIS emailing groups.



## Island County Public Works & GIS Team

*Connie Bowers, P.E., Director and County Engineer*

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

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

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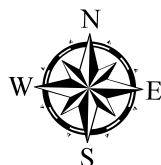
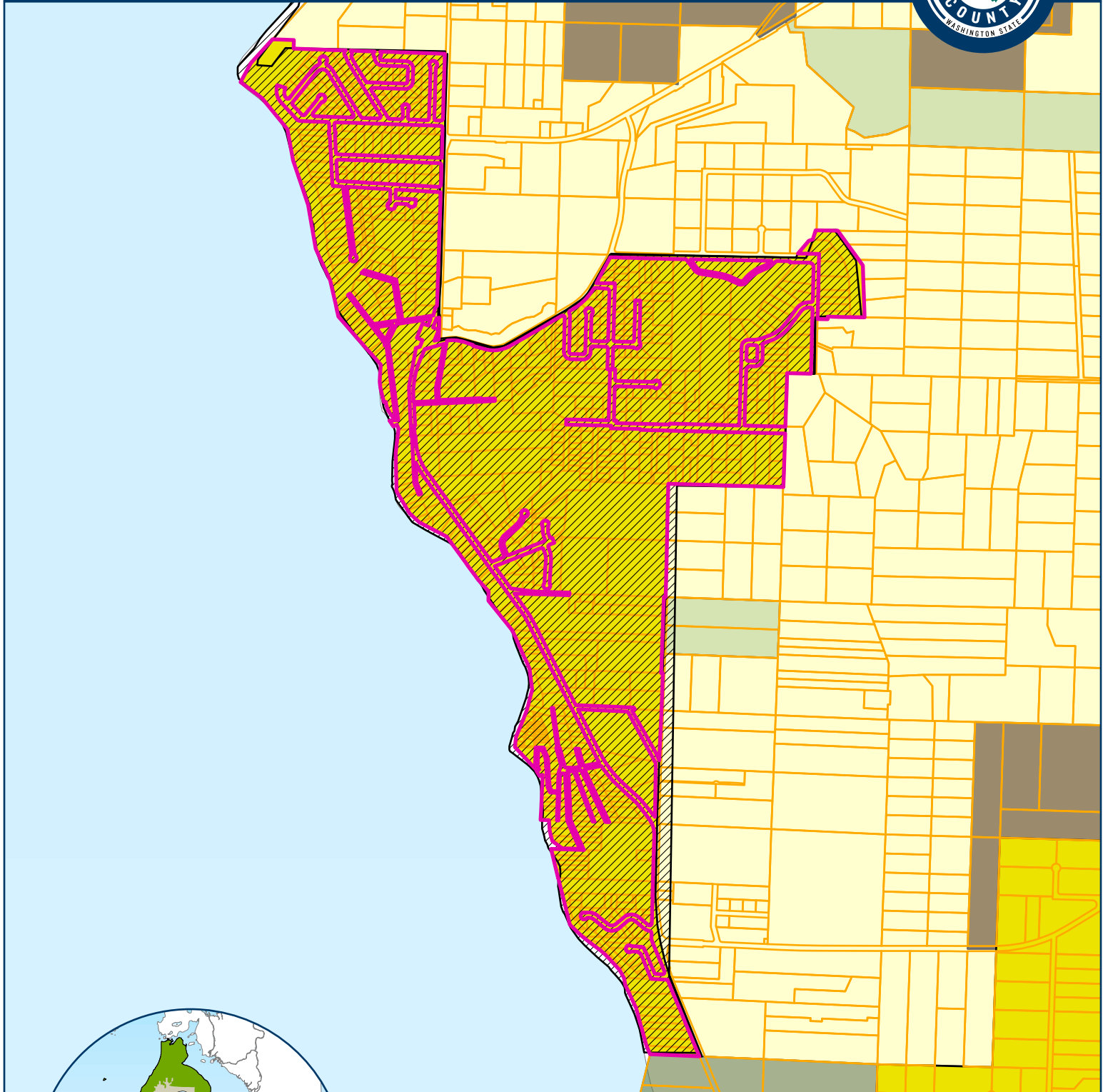
### Background:

This policy goes over defining Critical Drainage Areas (CDAs) as a layer in the County's Enterprise Geographical Information System (GIS). Twenty-two CDAs were established in 1998 as part of the implementation of the Growth Management Act (GMA). They represented Rural Areas of Intense Development (RAID) that had existing drainage issues. Development within these CDAs are subject to increased drainage review requirements to minimize drainage impacts.

The CDAs were generally established along the RAID boundaries. However, since establishment RAID boundaries have changed several times. This can occur due to GMA Hearing Board decisions and other actions. In addition, it's become evident that the current CDA boundaries do not align with parcel boundaries. At this point there are 15 CDAs. Shifting from the paper regulatory maps to a regulatory Enterprise GIS layer allows for easier corrections and updates.

A CDA GIS layer was created in June of 2016 that is a representation of the original adopted paper maps of the CDAs. In general, this GIS layer is referenced by the permitting departments and the public in identifying parcels within CDAs.

# Critical Drainage Areas Camano RAID Island County



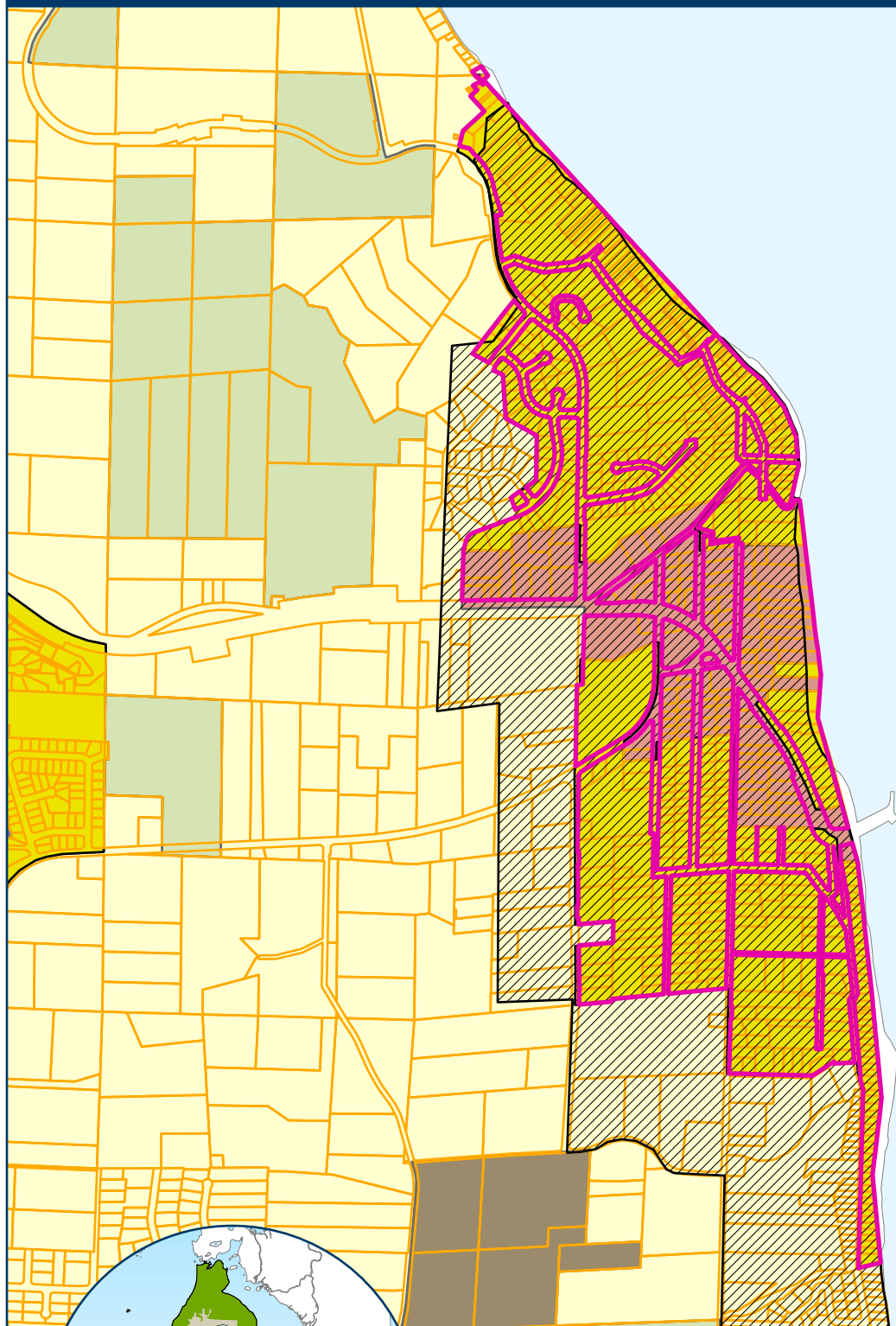
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- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

## Zoning

- Rural Residential
- Rural Forest
- Rural Agriculture
- Rural
- Parks

# Critical Drainage Areas Clinton RAID Island County



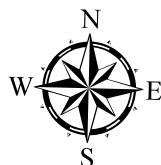
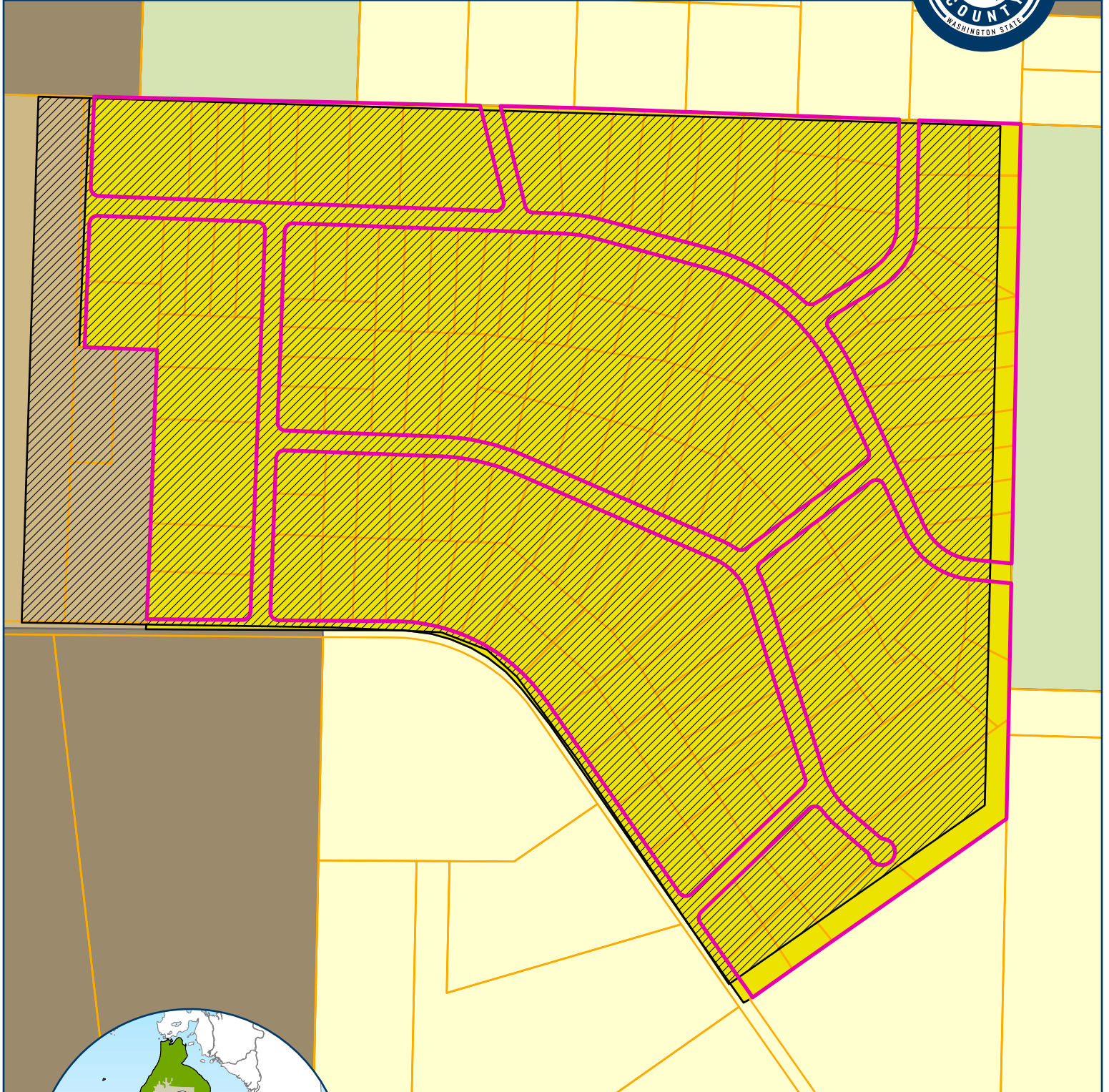
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- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

## Zoning

- Water
- Rural Residential
- Rural Forest
- Rural Center
- Rural Agriculture
- Rural

# Critical Drainage Areas Crockett Lake RAID Island County



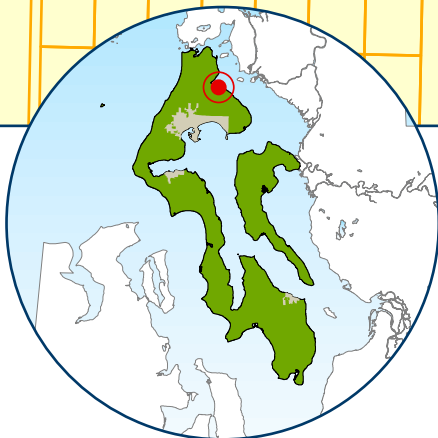
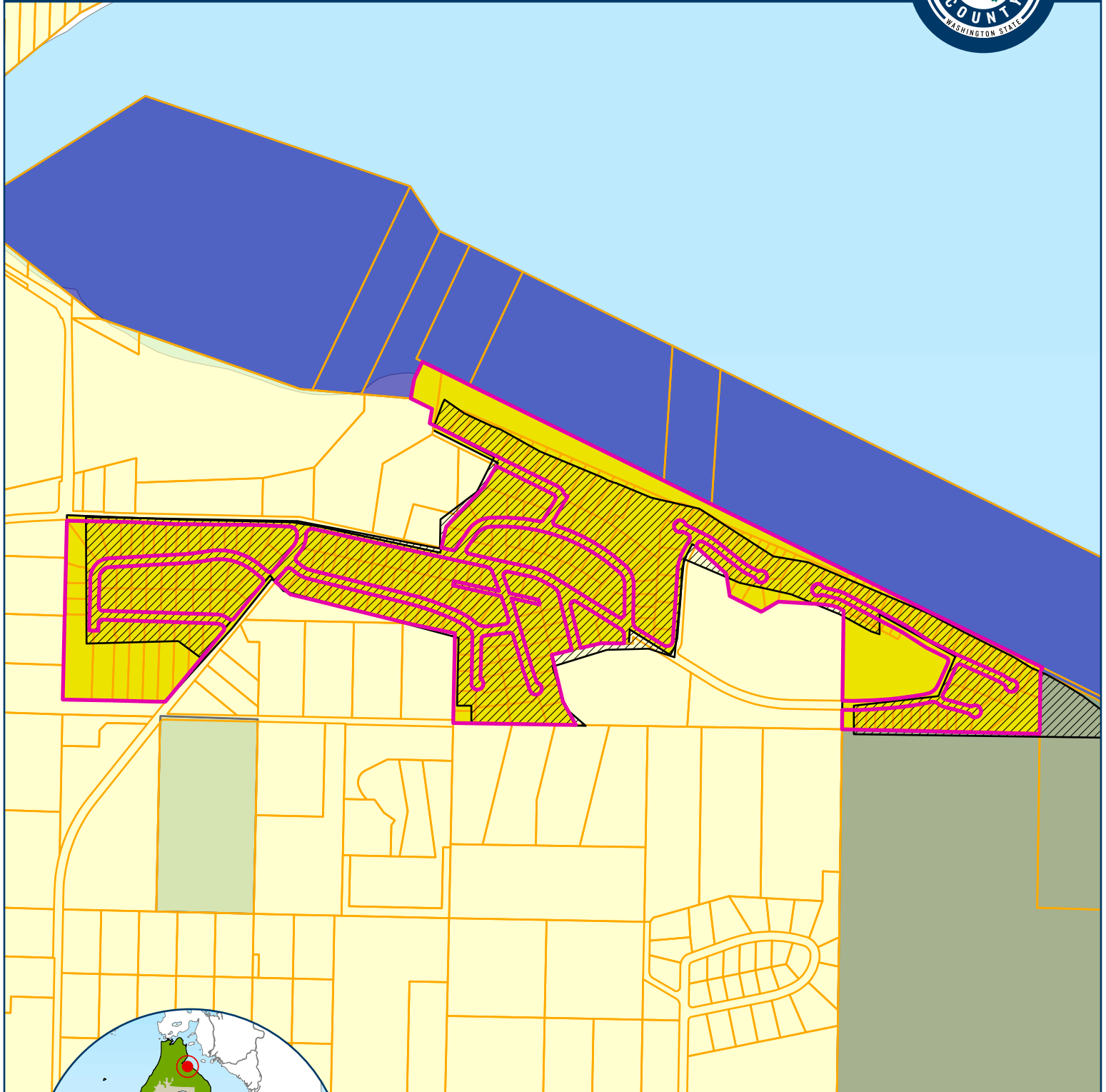
0 340 680 Feet

- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

## Zoning

- Rural Residential
- Rural Forest
- Rural Agriculture
- Rural
- Commercial Agriculture

# Critical Drainage Areas Dugualla Bay Heights RAID Island County



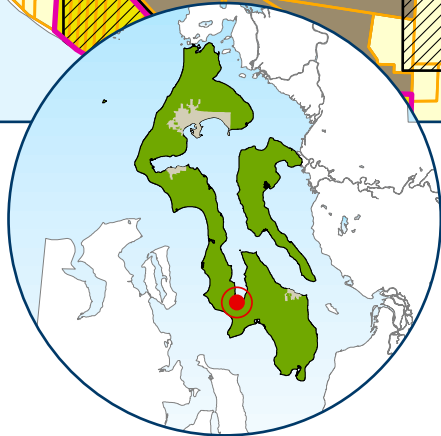
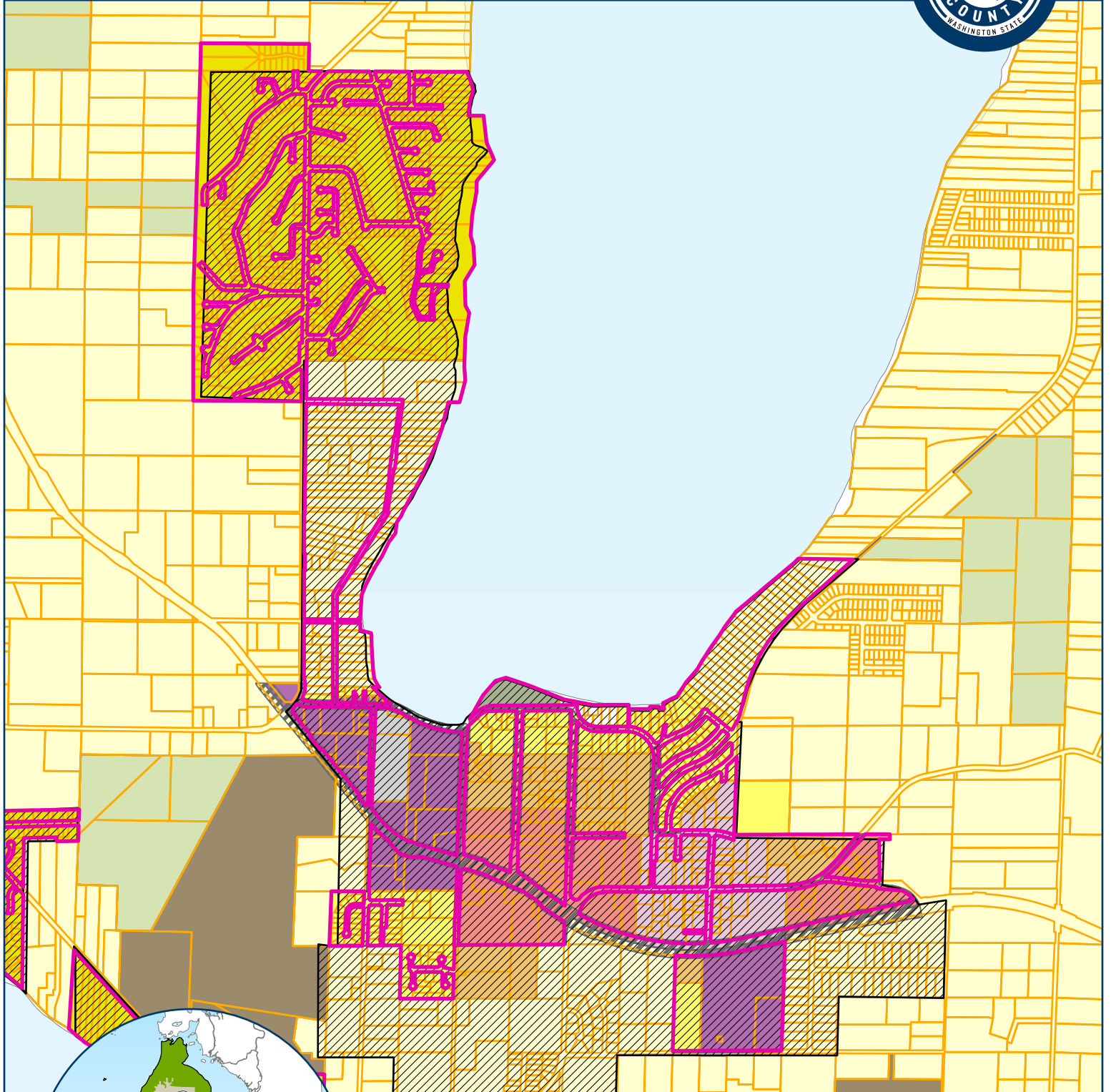
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- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

## Zoning

- Water
- Rural Residential
- Rural Forest
- Rural
- Parks

# Critical Drainage Areas Freeland RAID Island County

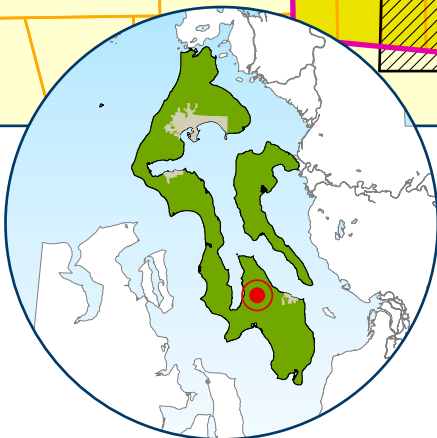
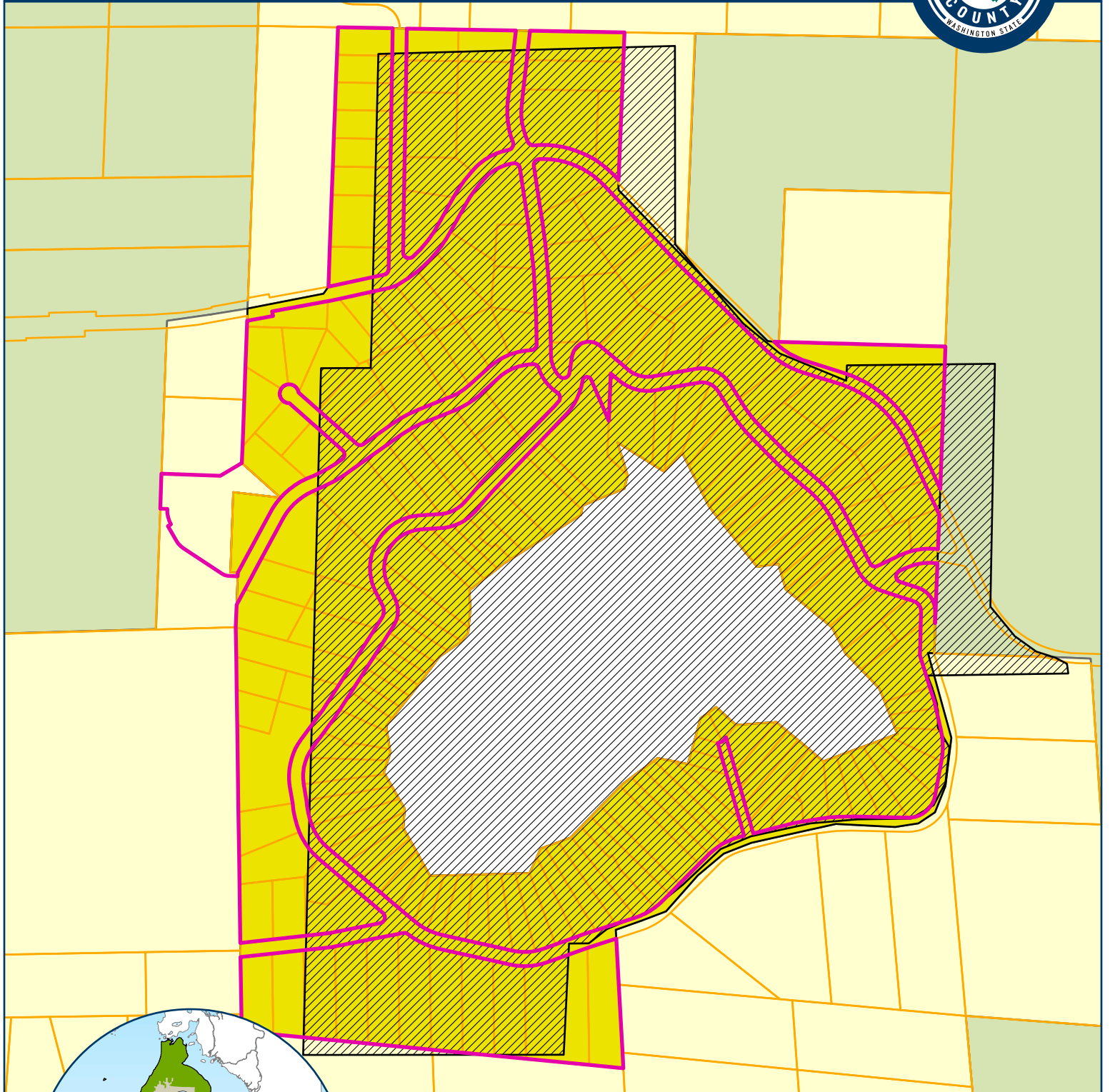


0 1,000 2,000 Feet

- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

- Zoning**
- State Highway 525 Overlay
  - Rural Residential
  - Rural Forest
  - Rural Agriculture
  - Rural
  - Parks

# Critical Drainage Areas Goss Lake RAID Island County



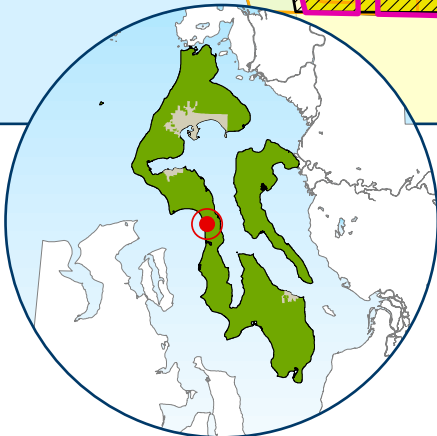
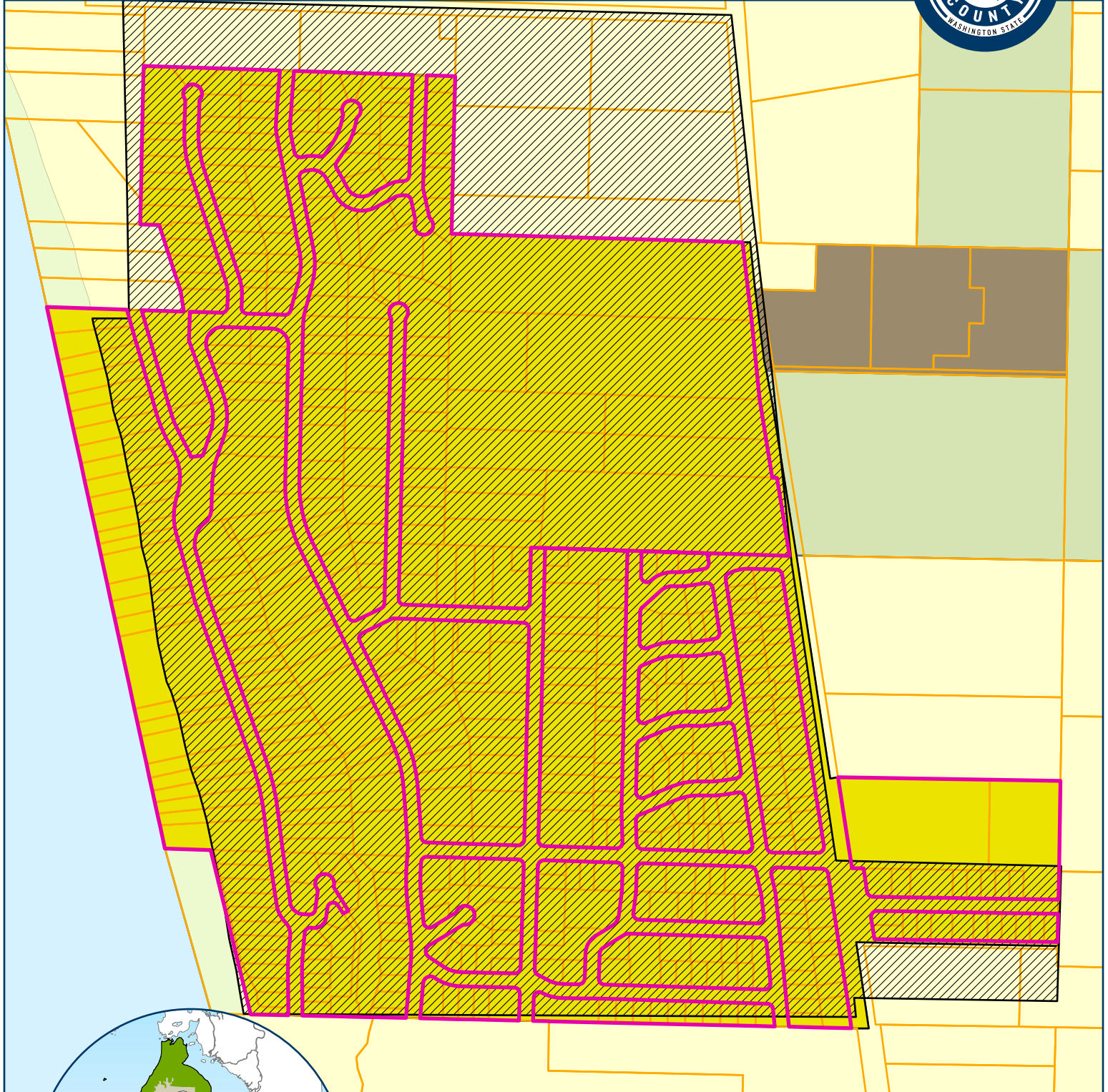
0 470 940 Feet

- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

## Zoning

- Rural Residential
- Rural Forest
- Rural

# Critical Drainage Areas Ledgewood RAID Island County



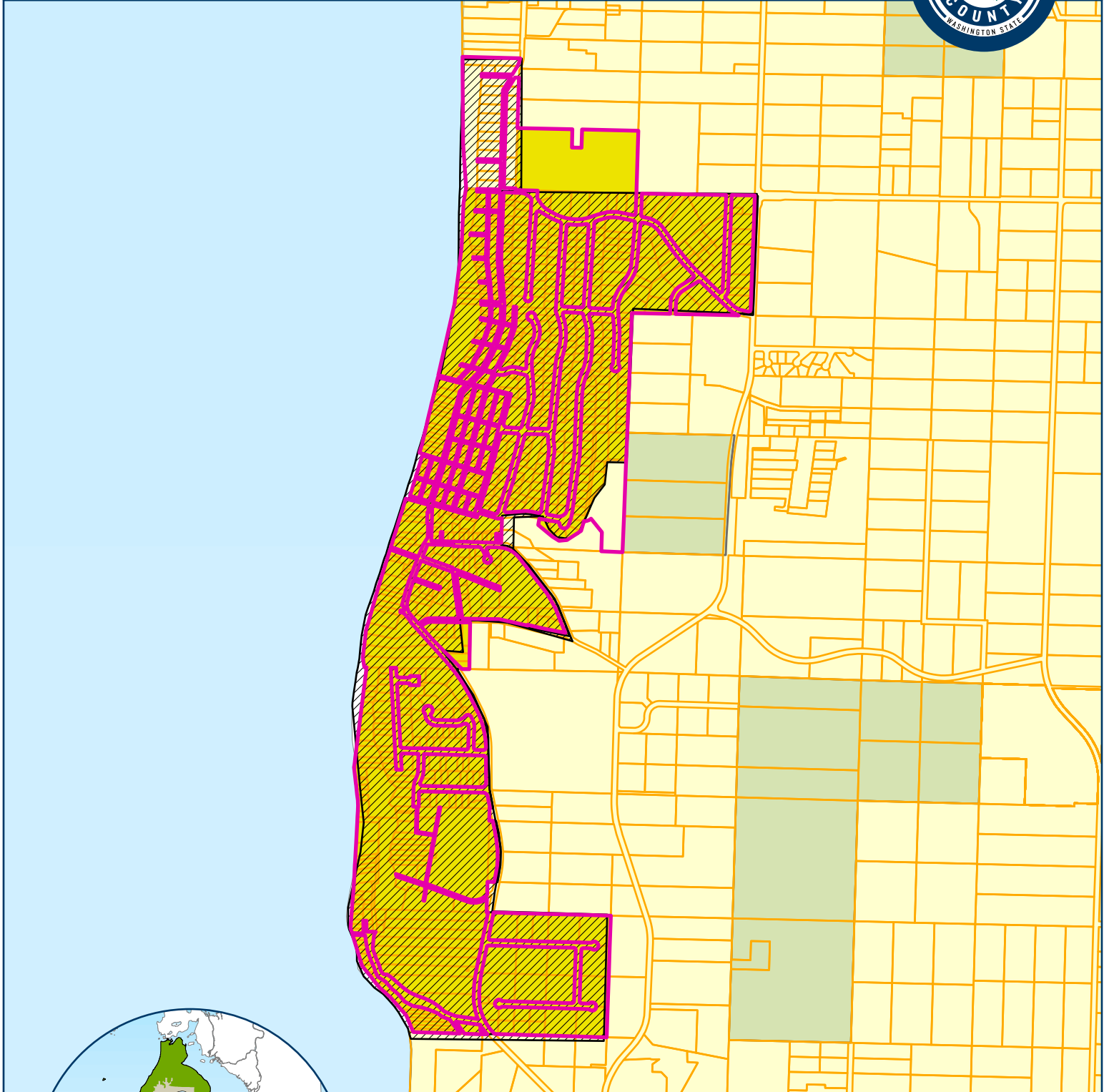
0 470 940 Feet

- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

## Zoning

- Rural Residential
- Rural Forest
- Rural Agriculture
- Rural

# Critical Drainage Areas Madrona RAID Island County



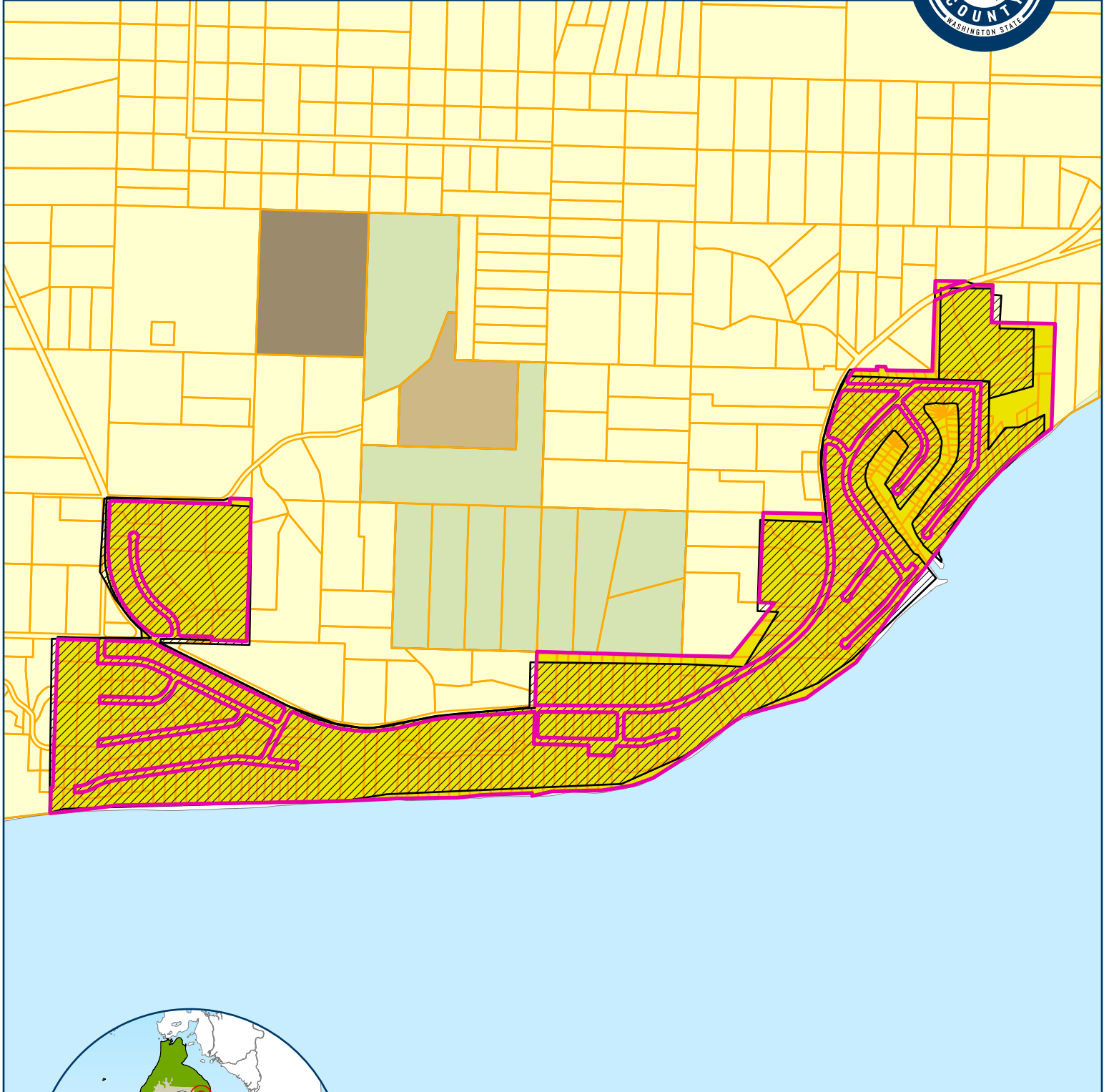
0 1,000 2,000 Feet

- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

## Zoning

- Rural Residential
- Rural Forest
- Rural

# Critical Drainage Areas Mariners Cove RAID Island County



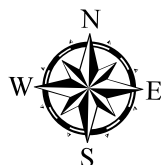
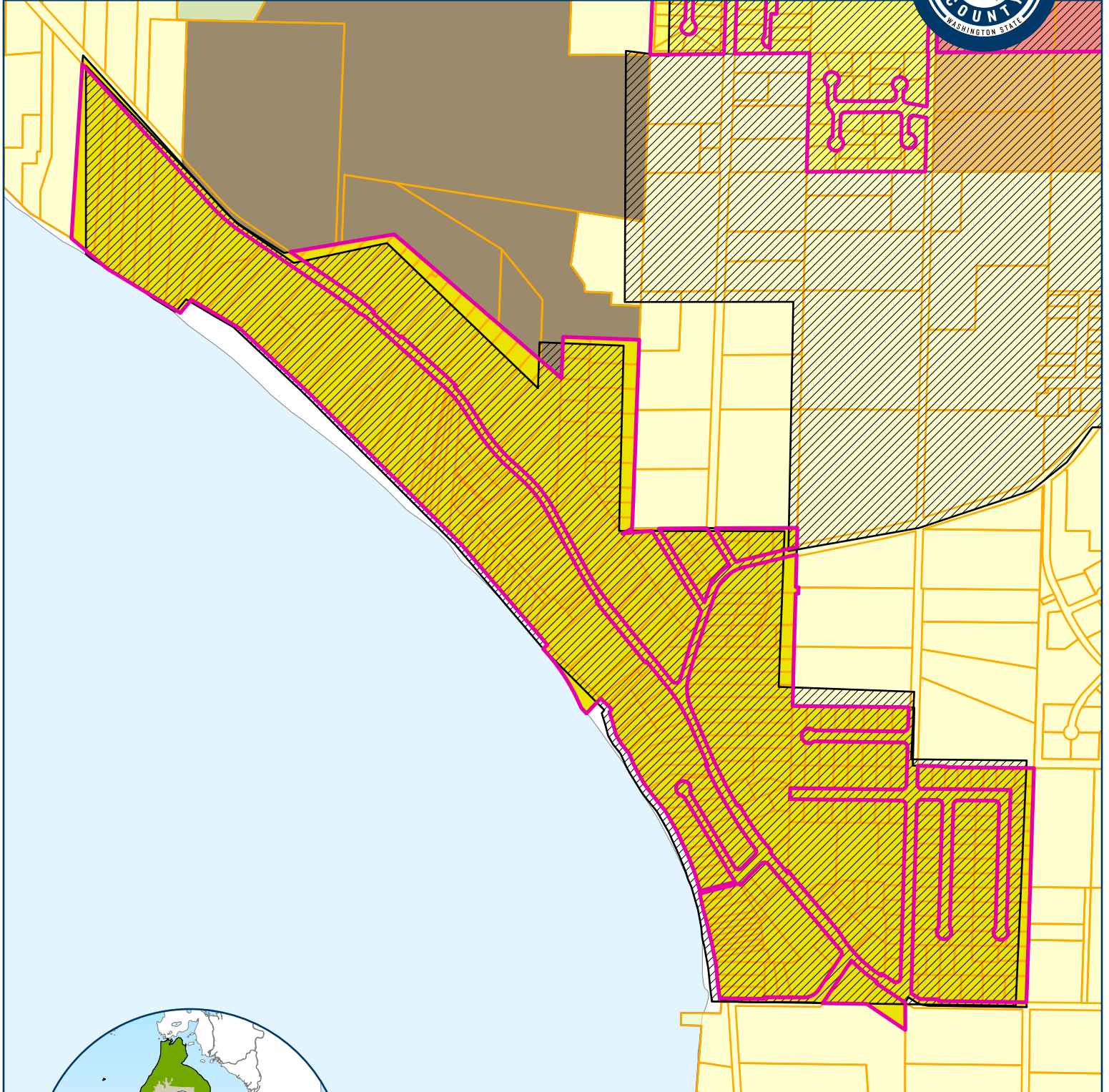
0 1,000 2,000 Feet

- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

## Zoning

- Rural Residential
- Rural Forest
- Rural Agriculture
- Rural
- Commercial Agriculture

# Critical Drainage Areas Menlo RAID Island County



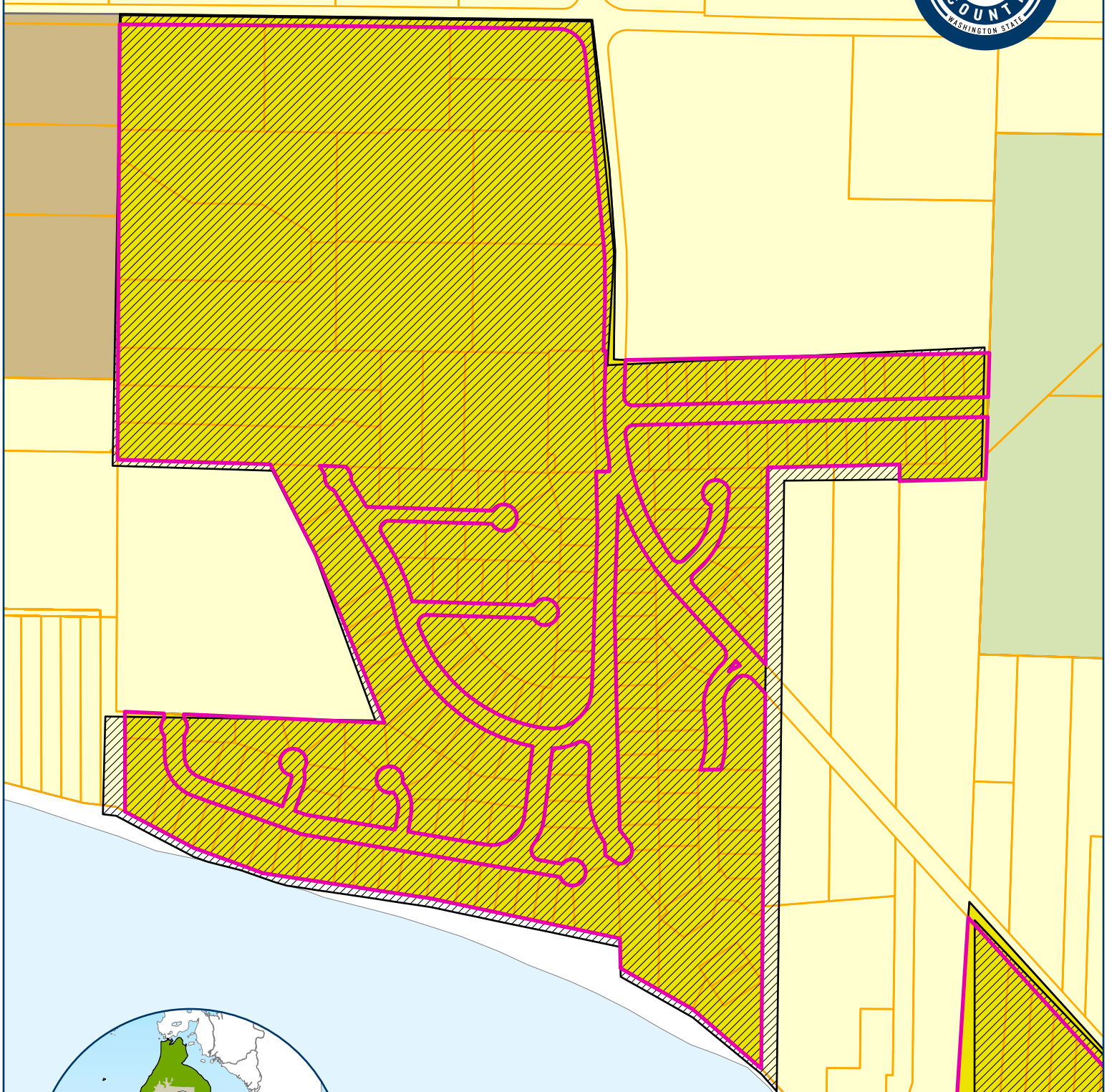
0 610 1,220 Feet

- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

## Zoning

- Rural Residential
- Rural Forest
- Rural Agriculture
- Rural
- Medium Density Residential
- Low Density Residential
- Business General

# Critical Drainage Areas Mutiny Sands RAID Island County



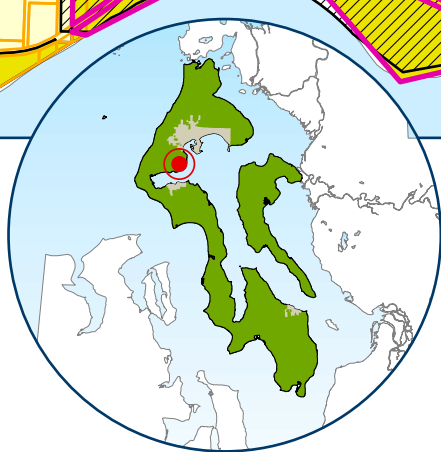
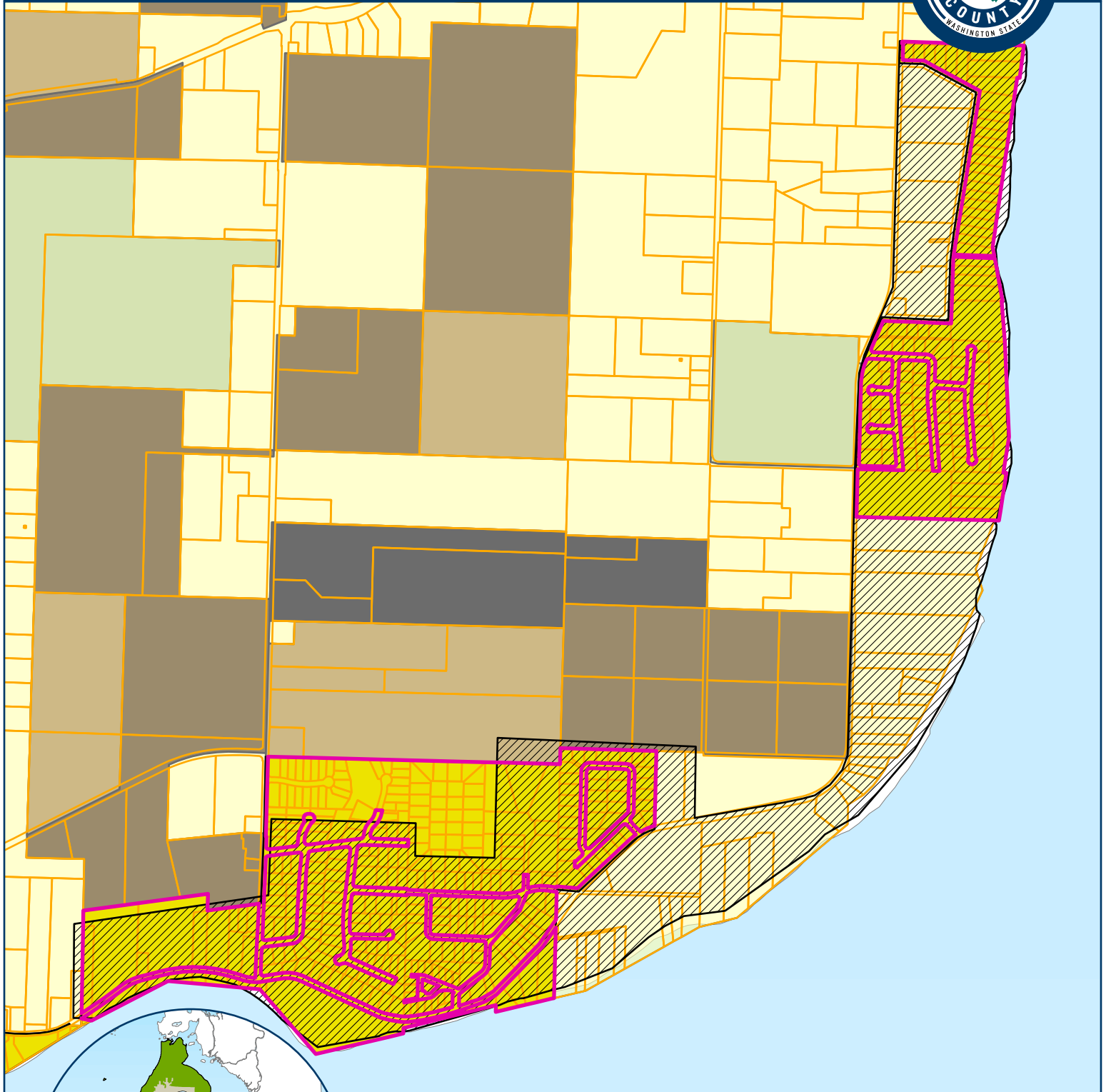
0 340 680 Feet

- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

## Zoning

- Rural Residential
- Rural Forest
- Rural
- Commercial Agriculture

# Critical Drainage Areas Penn Cove RAID Island County



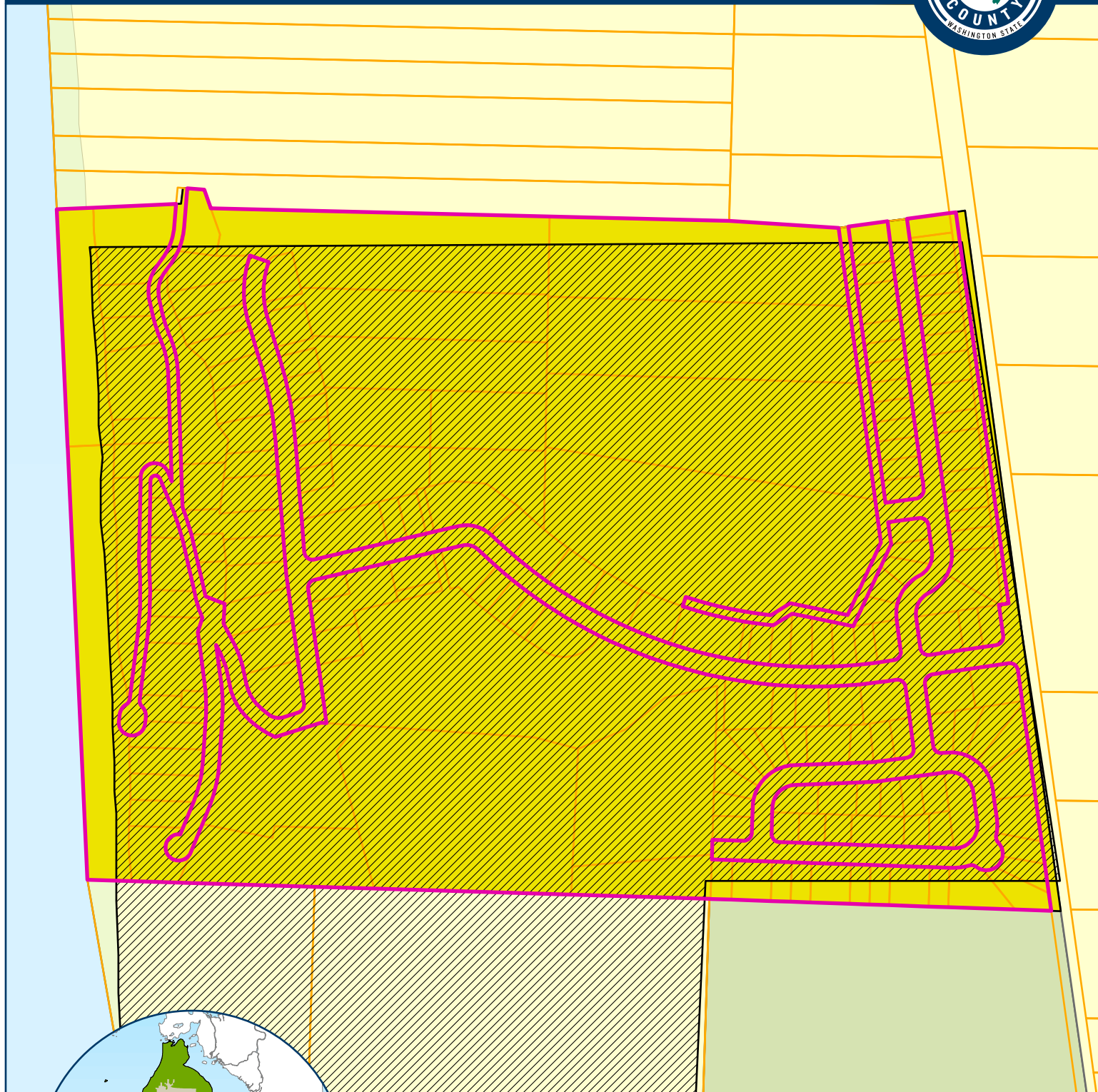
0 1,000 2,000 Feet

- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

## Zoning

- Rural Residential
- Rural Forest
- Rural Agriculture
- Rural
- Commercial Agriculture
- Airport

# Critical Drainage Areas Teronda West RAID Island County



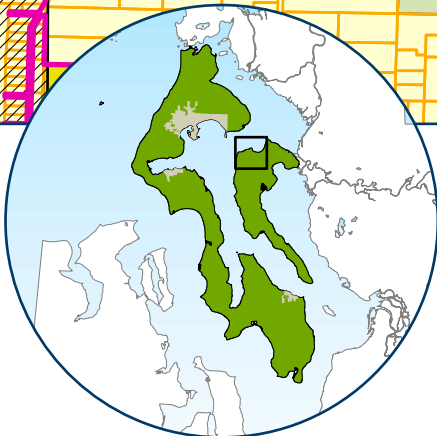
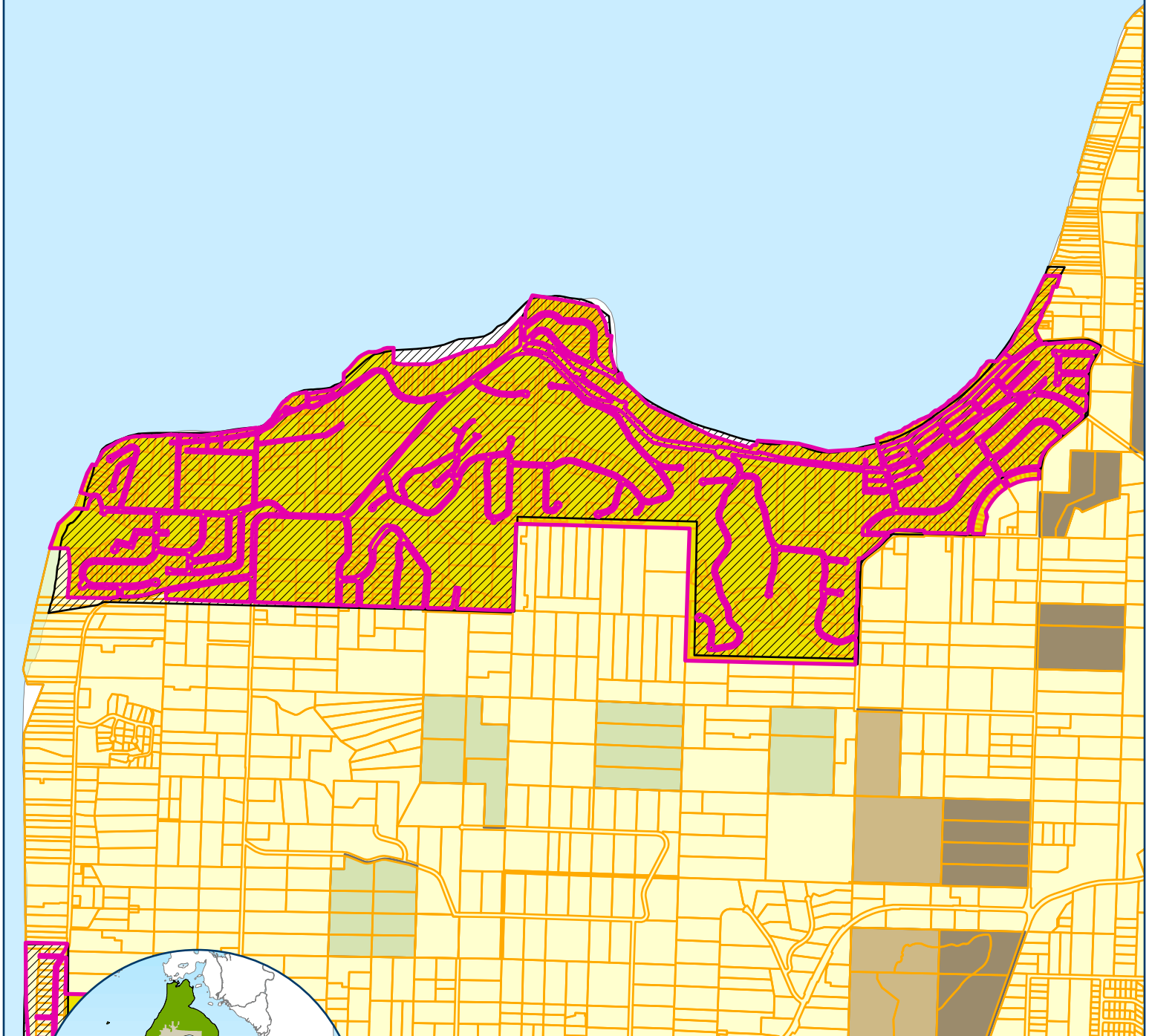
0 340 680 Feet

- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

## Zoning

- Rural Residential
- Rural Forest
- Rural

# Critical Drainage Areas Utsalady RAID Island County



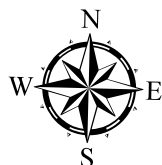
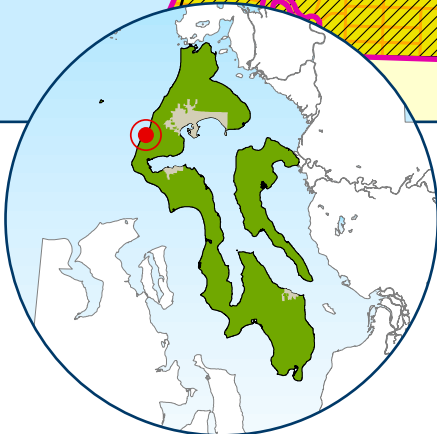
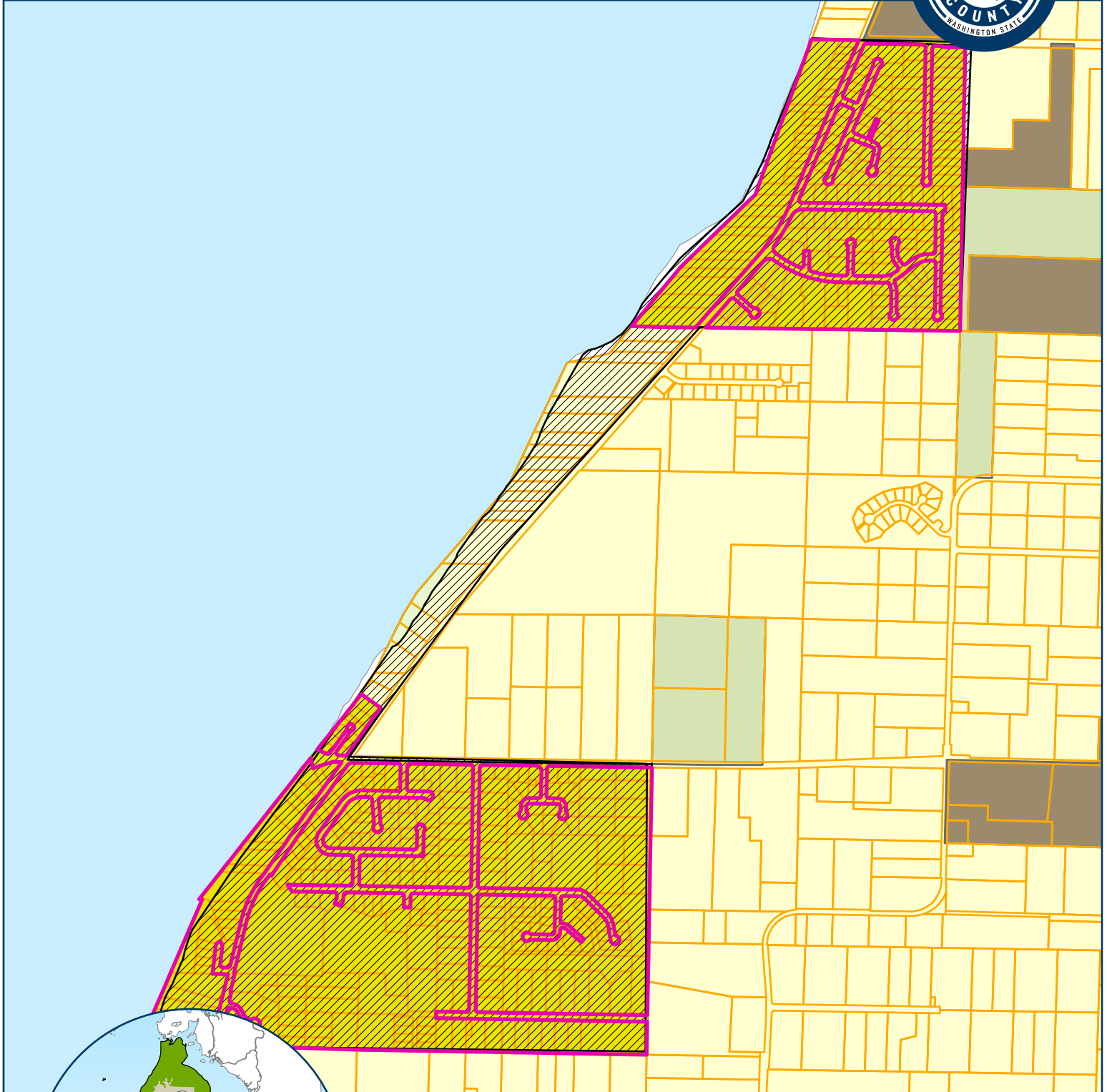
0 1,000 2,000 Feet

- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

## Zoning

- Rural Service
- Rural Residential
- Rural Forest
- Rural Agriculture
- Rural
- Commercial Agriculture

# Critical Drainage Areas West Beach RAID Island County



0 1,000 2,000 Feet

- Critical Drainage Areas
- Historic Critical Drainage Areas
- Parcels

## Zoning

- Rural Residential
- Rural Forest
- Rural Agriculture
- Rural



## Island County Public Works

Connie Bowers, P.E., Director and County Engineer

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P.O. Box 5000, Coupeville, WA 98239

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

Email: [ConnieB@islandcountywa.gov](mailto:ConnieB@islandcountywa.gov) [www.islandcountywa.gov](http://www.islandcountywa.gov)

### MEMORANDUM

September 20 ,2023

TO: The Board of Island County Commissioners

FROM: Jan vanMuyden Parks Superintendent

RE: Recreation and Conservation Office Grant Application Resolution

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The Local Parks Maintenance Program is a new grant opportunity from the Recreation and Conservation Office for 2023 when the Washington State Legislature allocated funding in the operating budget to provide grants to local parks for needed maintenance. LPM grants help local agencies provide safe and modern amenities that support the outdoor experience. This program specifically focuses on helping communities address maintenance backlogs at local parks.

Island County Parks proposes to apply for a Recreation and Conservation Office Local Parks Deferred Maintenance Grant. As part of the grant process and as sponsor Island County is required to do a Resolution This resolution is part of the application process and is included in the application

Respectfully,

# At a Glance

## Local Parks Maintenance Program

<b>Purpose</b>	The program provides grants to help communities in need address priority maintenance backlogs at local parks.
<b>How much money is available?</b>	\$5 million, split evenly between state fiscal years 2024 and 2025. Funding decisions will be made as part of a single grant round.
<b>Who may apply?</b>	<ul style="list-style-type: none"> <li>• Cities and towns</li> <li>• Counties</li> <li>• Native American tribes</li> <li>• Parks and recreation districts</li> <li>• Public facilities districts</li> <li>• Port districts</li> </ul>
<b>Is a plan required?</b>	No
<b>What projects are eligible?</b>	Deferred maintenance projects
<b>What are eligible activities?</b>	<p>There are two project options: multisite or single site.</p> <ul style="list-style-type: none"> <li>• Multisite projects involve above-ground activities at several park sites, which do not impact historic or cultural resources.</li> <li>• Single-site projects may include ground-disturbing or other activities that require review for potential impact to historic or cultural resources.</li> </ul>
<b>What are types of eligible costs?</b>	<ul style="list-style-type: none"> <li>• Equipment purchase, rental, and repair</li> <li>• Materials and supplies</li> <li>• Labor, including salaries and benefits</li> <li>• Contract services for eligible activities</li> <li>• Project administration up to 5 percent</li> </ul>
<b>What are the grant limits?</b>	<ul style="list-style-type: none"> <li>• \$35,000 minimum, \$100,000 maximum</li> <li>• Only one application per eligible entity</li> </ul>
<b>Is match required?</b>	No
<b>How is my project evaluated?</b>	An evaluation team reviews and scores written responses to two criteria and RCO staff scores two objective criteria. The combined score results in a ranked list for funding consideration.
<b>When are applications due?</b>	<ul style="list-style-type: none"> <li>• Applications open August 15, 2023.</li> <li>• Applications close September 18, 2023.</li> </ul>
<b>When are grants awarded?</b>	Late October (Estimate)
<b>What is the performance period?</b>	Projects must be finished by June 30, 2025. Time extensions will not be allowed.



## Applicant Resolution/Authorization

Organization Name (sponsor) Island County

Resolution No. or Document Name RCO Deffered Maintainance Grant Island County Parks

Project(s) Number(s), and Name(s) 1 Rhododenron Park Bathroom Rehabilitation

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Jan vanMuyden
Project contact (day-to-day administering of the grant and communicating with the RCO)	Jan vanMuyden
RCO Grant Agreement (Agreement)	Island County Board of Comissioners
Agreement amendments	Island County Board of Comissioners
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

On File at: \_\_\_\_\_

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:  
(Local Governments and Nonprofit Organizations Only):

Location: \_\_\_\_\_ Date: \_\_\_\_\_

Washington State Attorney General's Office

Approved as to form Brian Staller 2/13/2020  
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



ISLAND COUNTY HUMAN RESOURCES/GSA

WORK SESSION AGENDA

DATE: 9/20/2023

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To: Janet St. Clair, Chair  
Board of Island County Commissioners

From: Catherine Reid, Director

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Amount of time requested for agenda discussion. 15 minutes

Agenda Item No.: 1

Subject: **Hearing Examiner**

Description: Draft Contract with Whatcom Law Group, P.S. to act as the Hearing Examiner for  
Island County

Attachment: **Draft Contract**

Request: *(Check boxes that apply)*

☒ Move to Consent

☐ Move to Regular

☐ None/Informational

☐ Discussion

☐ Signature Request

☒ Other: Authorize Chair to sign agreement on behalf of Board

IT Review Complete: ☒ Not Applicable

Budget Review Complete: ☐ In progress

## **PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT ("Agreement") entered into between Island County, a political subdivision of the State of Washington, hereinafter referred to as the "County" and Whatcom Law Group, P.S., hereinafter referred to as the "Contractor", for the purpose of retaining the services of a hearing examiner.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, each party agrees as follows:

### **SECTION I CONTRACTOR'S DUTIES**

The Contractor agrees to perform the following professional services for the County,

- A. It is the intent of the County to utilize the professional services of the Contractor in the capacity of an independent contractor, rather than as an employee of the County, to assist in the continuation of the Hearing Examiner system for the County; establish and maintain procedures that guarantee confidentiality and separation of the County Planning staff and the function of the Hearing Examiner;
- B. To inspect each project site and conduct hearings, as required, to promptly handle those matters for which the Planning Department has requested a hearing;
- C. To hear and act as authorized by the County in conducting hearings related to the County's land use regulatory laws pursuant to Island County Code Chapter 16.13, and other implementing ordinances. In this regard, the Contractor shall act as Land Use Hearing Examiner and shall receive and examine all available information, conduct public hearings, record a verbatim record thereof, provide an Email address to facilitate efficient correspondence and transmission of Findings, Conclusions, and Recommendations, and prepare Written Findings, Conclusions, and Recommendations or Decisions on each of the following matters:

#### **(1) Final Decisions**

- (a) Appeals from decisions of the Planning Director on short plats and Planned Residential Development decisions for projects of four (4) dwelling units or less;
- (b) Appeals of final land use decisions for shoreline permit applications under ICC 17.05, Type II conditional use, and variance decisions;
- (c) Appeals of administrative decisions based upon recommendations of the Historical Preservation Commission;
- (d) Flood elevation variances and appeals of administrative decisions or interpretations of the Flood Damage Prevention Ordinance;
- (e) Administrative appeals regarding Zoning Code enforcement, Zoning variances, interpretations of the Zoning Code, certificates of Zoning Compliance and Zoning Setback Reduction;

- (f) All State Environmental Policy Act (SEPA) Threshold Determination appeals;
- (g) Appeals of enforcement orders issued by the Planning Director, including those orders where the civil penalties for violation are set forth in RCW 90.58.210(4);
- (h) Revocation of approvals or permits issued under Titles 16 or 17 ICC;
- (i) Appeal of site plan review decisions for Conditional Uses classified as a Type II decision under Chapter 17.03 and 16.19 ICC;
- (j) Appeals of charges pursuant to ICC 15.02.130 and 15.02.075.B.4 regarding the Storm and Surface Water Utility, Marshall Drainage Basin, and appeals of rate adjustments and classification changes pursuant to ICC 15.03.130 and 15.03.075.B.4;
- (k) Appeals of decisions of the Public Works Director under Chapter 11.02, 11.03, and 11.04 ICC.
- (l) Appeals of decisions of the Island County Building Official under Chapter 14.01A ICC.

## **(2) Appealable Decisions**

- (a) Final land use decisions for shoreline permit applications under ICC 17.05, Type II conditional use, and variance permits when the underlying permit requires a hearing; rescission of such permits;
  - (b) Preliminary plat applications;
  - (c) Critical Area alterations as provided in Chapter 17.02 ICC;
  - (d) Site Plan Review for Conditional uses classified as Type III decisions in Chapter 17.03 and 16.19 ICC;
  - (e) Planned Residential Development applications for five (5) or more units;
  - (f) Civil penalties associated with a shoreline cease and desist order;
  - (g) Commercial Agricultural Zoning verifications;
  - (h) Rezones classified as Type III decisions by Chapters 17.03 and 16.19 ICC. Reclassification decisions for property owners wishing to reclassify Rural Forest Zoned property to Rural, Commercial Agriculture Zoned property to Rural Agriculture, or Rural Agriculture zoned property to Rural are Type III Decisions of the Hearing Examiner;
  - (i) Decisions on Citizen Complaints filed with the Planning Director pursuant to ICC 17.03.250. A Citizen Complaint is a Type III Decision of the Hearing Examiner;
  - (j) Review of all liens for any civil penalty imposed or for the cost of any work of abatement pursuant to the enforcement provisions of Chapter 17.03 ICC.
- D. To present recommendations at Board meetings, when requested to do so by the Board of Commissioners.
  - E. To become familiar with and remain knowledgeable of all pertinent State court decisions that relate to the matters assigned.
  - F. To provide the Planning Director with comments on language relating to code revisions and new code language added to the Island County Land Development standards when requested.
  - G. Should additional duties be assigned to the Contractor other than those listed above, both parties of this agreement may re-negotiate the current allocations.
  - H. Contractor shall furnish all secretarial services, office space, communication technologies, and transportation necessary to conduct business as a Hearing Examiner, except for those services to be performed by the County described in Section II of this Agreement.

- I. Contractor shall track and record the number of hours spent on each matter that is submitted to the Contractor. The time accounting for each item shall be submitted to the County with the final decision or recommendation.
- J. All final decisions and recommendations of Contractor under this Agreement shall become the property of the County and shall be considered decisions and recommendations of the County.
- K. Contractor is a licensed attorney. All of Contractor's notes, investigations, drafts and other work leading to issuance of a final decision or recommendation under this Agreement shall be considered attorney work-product in light of the potential for litigation over that work. The contractor shall keep all notes, investigations, drafts and other work leading to issuance of a final decision or recommendation under this agreement for a period of five (5) years from the date of the final decision or recommendation, and such materials shall only be provided to any other party upon order of a court.
- L. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently, and in accordance with professional standards of conduct.

## **SECTION II COUNTY DUTIES**

General Services Administration staff, employed by the County, shall be responsible for the following as may be required by County ordinances or other applicable law without charge to Contractor:

- A. Scheduling of all hearings before the Contractor, after conferring with Contractor.
- B. Sending out and/or publishing Public Notices of Hearings.
- C. Provide to the Contractor the written staff reports ten (10) days prior to hearing, whenever possible,
- D. Mailing written Findings, Conclusions, and Recommendations or Decisions and any notices of appeal rights.
- E. Responding to public records requests when addressed to Contractor or involving Contractor and related to Contractor's cases or duties herein, with the full assistance from Contractor in identifying responsive records and providing such records to County staff, or providing the County with an exemption log that identifies clearly all the records that were not provided, either in whole or in part, together with an explanation as to why the record was withheld.
- F. Make all required copies of such correspondence, notices and hearing exhibits and shall keep and maintain all official files and records of the hearings, and perform all other activities necessary to administratively process said material. Staff shall provide Contractor all exhibits, notices, correspondence or other County records in a timely manner and as deemed necessary by Contractor to reasonably perform Contractor's duties herein. Staff will provide secretarial support for responses to Public inquiries or requests referred directly to the Contractor.
- G. Shall furnish a hearing room, speaking system, compact disks, and an audio recorder; or alternatively provide a virtual hearing space and provide for the recording of any sessions conducted virtually. .
- H. Sshall provide Contractor with a complete and up-to-date case file including all correspondence and exhibits, current as of the day of each day of public hearing; and provide Contractor a copy of all pertinent County Ordinances, Resolutions, and Policies as well as applicable and current State Statutes and Administrative Codes.

**SECTION III**  
**RESPONSIBILITIES, RESERVED RIGHTS, AND CONFLICTS**

- A. The Contractor will be responsible solely to the Board of County Commissioners. The point of contact for the Board and the person to whom Contractor shall submit invoices for payment or any other correspondence shall be:

Island County General Services Administration  
1 NE 7<sup>th</sup> Street  
Coupeville, WA 98239

- B. Contractor's Business Address and Contact Information is as follows:

Whatcom Law Group, P.S.  
Post Office Box 1258  
Blaine, WA 98231

- C. The County reserves the right to contract with an alternate Contractor and to assign work to that Contractor, at the sole discretion of the County.

**SECTION IV**  
**PAYMENT**

The County agrees to reimburse the Contractor for the services set forth in Section I, as follows:

- A. For appeal hearings, including preparation for hearing; issuance of pre-hearing order; conducting the hearing; and preparation of findings, conclusions and decision, the rate of \$225 per hour.
- B. For application hearings, including preparation for hearing; conducting the hearing; and preparation of findings, conclusions and decision, the rate of \$225 per hour.
- C. For appeals of charges regarding the Storm and Surface Water Utility, Marshall Drainage Basin, or Clean Water Utility, including preparation for hearings; issuance of pre-hearing order; conducting the hearing; and preparation of findings, conclusions and decision, the rate of \$225 per hour.
- D. For preparation of the Quarterly Report to the Board of Commissioners detailing matters heard and decided, required by Chapter 16.13.130 ICC, including recommendations for changes to ordinances to help clarify their meaning and avoid liability, a flat fee of \$1,500.
- E. The parties agree that at the conclusion of the initial term of this agreement and upon renewal of the contract, the hourly rate will be adjusted based on the average COLA adjustments received by other County non-represented employees.
- F. There is no charge for travel, copying, phone calls or other costs incidental to our hearing examiner services, except when travel is required for an in-person appearances or site visits.

## **SECTION V BILLING**

1. Unless prior agreement has been reached regarding special billing for certain specific matters, the Contractor will bill the County for services provided here under either (1) monthly, or in the alternative (2) on a case-by-case basis. All invoices shall indicate thereon the amount of time, the item or matter on which such time was spent (broken down to the nearest 1/10<sup>th</sup> of the hour, though no entry will be less than 2/10ths of an hour). The County shall not be charged interest on any billing, unless payment is over sixty (60) days past the due date, or written notice of a disputed bill has been sent to the Contractor. The payment invoice due date is thirty (30) days after receipt by the County.
2. The County agrees that it will report to federal, state and local government agencies, as required by law, that it has paid the Contractor certain sums for professional services rendered by the Contractor to the County, including but not limited to the annual filling of I.R.S. Form 1099 MISC.
3. The Contractor understands that the County will not contribute to Medicare, Social Security or any other required employment taxes, nor will the County withhold income taxes from compensation paid to the Contractor. The Contractor understands that it will be responsible for paying 100% of all applicable employment and income taxes.

## **SECTION VI STATUS**

Contractor shall furnish services as an Independent Contractor and nothing herein shall be construed to create a relationship of employer-employee between the Contractor and the County. All payments made hereunder and all services performed shall be made and performed pursuant to this contract, by the Contractor as an independent Contractor.

## **SECTION VII INSURANCE REQUIRED**

Prior to commencement of services under this Contract, the Contractor shall submit to Island County certificates of insurance and endorsements for the coverage required as specified in Exhibit A Insurance attached hereto and made a part hereof.

## **SECTION VIII INDEMNIFICATION I HOLD HARMLESS**

To the extent of its comparative liability, each party to this Agreement agrees to indemnify, defend and hold the other party, its employees, agents, officials and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the respective party or the party's employees, agents, officials or volunteers. In the event of any

concurrent act or omission of the parties, each party shall pay its proportionate share of any damages and/or fees or costs awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated and all appeals thereof are finally decided. This Subsection VII shall not apply to those claims described in Section VIII below. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

## **SECTION IX LEGAL REPRESENTATION/INDEMNIFICATION BY COUNTY**

- A. The County agrees to provide insurance in the amount and kinds the County purchases in its policy with the Washington Counties' Risk Pool during the term of this Agreement for claims and lawsuits against Contractor alleging error in Contractor's decisions as Hearing Examiner.
- B. The County agrees to hold harmless, indemnify and defend Contractor with respect to claims and lawsuits and related appeals brought by third parties seeking monetary damages and/or reversal of Contractor's decisions as Hearing Examiner for Island County, under the same terms and conditions that a County employee would enjoy; provided, no indemnification or defense will be provided if the County elects to appeal or challenge Contractor's decision as Hearing Examiner.
- C. The fees and costs of this legal representation under Subsection VIII in defense of Contractor's decisions under Section I of this Agreement shall not be charged to Contractor as long as the decision rendered is within the scope of Contractor's quasi-judicial duties under this Agreement. Contractor agrees that the County may settle any matter for which it provides legal representation in any manner deemed appropriate by the County, with or without consulting with or obtaining the consent of Contractor. In the event any decision rendered by Contractor is determined to be outside the scope of Contractor's quasi-judicial duties, the County shall have no obligation to represent or defend Contractor or any decision rendered, and Contractor's indemnity provisions as set forth in Subsection VII shall apply.
- D. The indemnification and hold harmless agreements herein shall survive termination of this Agreement.

## **SECTION X TERMINATION**

This AGREEMENT may be terminated by mutual agreement at any time in a writing signed by both parties specifying the effective date of termination, or may be terminated by either party hereto without cause, which termination shall become effective automatically without further action forty-five (45) days after the terminating party mails advance written notice to the work address of the other party, provided herein in Section III. Contractor shall be entitled to compensation for all satisfactory work completed prior to the effective date of termination in accordance with Section IV of this Agreement.

## **SECTION XI EFFECTIVE DATE AND EXTENSION**

This Agreement shall take effect and remain effective upon full execution, through **December 31, 2024** unless otherwise terminated pursuant to Section X. Contract extension of up to 2 (two) years may be authorized by the Board of Commissioners as allowed by Chapter 16.13.030 ICC.

## **SECTION XII MISCELLANEOUS**

- A. Integration. This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all prior written or oral understandings.
- B. Severability. If any provision or part of this Agreement is held unenforceable, the remainder of the Agreement shall remain in effect.
- C. Professional Standards. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently, and in accordance with professional standards of conduct.
- D. Compliance with Laws. Contractor shall comply with all applicable local, state and federal laws, ordinances, regulations and codes.
- E. Breach of Professional Services or Compliance with Laws. In the event Contractor fails to perform its duties identified herein or follow applicable laws, County shall have the right to seek remedies for such breach, including but not limited to, immediate termination of this agreement and damages.
- F. Venue. In the event either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Contract, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Island County. The parties hereto agree that all questions shall be resolved by application of Washington law. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Island County.
- G. Assignment by Contractor. Contractor shall not assign, transfer, convey, pledge or otherwise dispose of this Contract or any part of this Contract without written prior consent by the County.
- H. Public Records. Contractor acknowledges that the County is subject to Chapter 42.56 or its successor, and records associated with this Contract and Scope of Work are public records as defined in Chapter 42.56.

## EXHIBIT A INSURANCE

Prior to commencement of services under this Contract, the Contractor shall submit to Island County certificates of insurance or certified copies of insurance policies and endorsements for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without sixty (60) days prior to notice to the County. The Contractor shall maintain at their sole expense unless otherwise stipulated, the following insurance coverages, insuring the Contractor, the Contractor's employees, agents, designees and indemnities as required herein:

- A. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and workmen's Compensation to be maintained by the Contractor shall specifically include the County as an "Additional Insured" -and shall not be reduced or canceled without sixty (60) days written prior notice to the County. The Contractor's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the county, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- B. Contractor shall maintain during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (0G0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.
- C. Specific limits required
  - \$2,000,000 General Aggregate
  - \$1,000,000 Products/ Completed Operations
  - \$1,000,000 Personal Injury and Advertising Injury
  - \$1,000,000 Each Occurrence
- D. The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (0010) and an endorsement that specifically states the Contractor's General Liability shall be primary, and not contributory, with any other insurance maintained by the County.
- E. The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:
  - \$1,000,000 Each Accident
  - \$1,000,000 Policy Limit for Disease
  - \$1,000,000 Each Employee for Disease
- F. Commercial General Liability insurance shall be endorsed to include a "cross liability", indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if

each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

- G. The Contractor shall maintain, during the life of this Contract, Business Automobile Liability Insurance (C0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect the Contractor from claims which may arise from the performance of this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered auto shall be designated as "Symbol 1" any auto.
- H. All Liability coverages, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made and state the Retroactive Date.
- I. Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.
- J. Industrial Insurance Waiver - With respect to the performance of this Contract and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. This waiver is mutually negotiated by the parties to this Agreement.
- K. Professional Liability Insurance - Prior to the start of work, the CONTRACTOR will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that coverage is claims made and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

The undersigned agree to the terms and conditions set forth in this Agreement and affirm that they have the authority to sign on behalf of the contracting parties.

Whatcom Law Group, P.S.

Board of Island County Commissioners

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Rajeev Majumdar

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Janet St. Clair, Chair



**ISLAND COUNTY COUNTY ADMINISTRATION**

**WORK SESSION AGENDA**

**DATE: 9/20/2023**

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**To: Janet St. Clair, Chair**  
**Board of Island County Commissioners**

**From: Michael Jones, County Administrator**

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**Amount of time requested for agenda discussion. 30 minutes**

**DIVISION: Administrative**

**Agenda Item No.: 1**

**Subject: Revising Island County Code Title VI - Animals**

**Description:** Final review of ordinance to revise Title VI – Animals and request to schedule a public hearing with a suggested hearing date of October 17, 2023, at 10:00 a.m.

**Attachment: Proposed Ordinance**

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

☒ Move to Consent

☐ Move to Regular

☐ None/Informational

☐ Discussion

☐ Signature Request

☒ Other: Schedule public hearing Oct. 17. 2023

**IT Review Complete:** ☐ Not Applicable

**Budget Review Complete:** ☐ Not Applicable

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

**IN THE MATTER OF REPLACING TITLE VI  
– ANIMAL WELFARE OF THE ISLAND  
COUNTY CODE**

ORDINANCE NO. C- -23

**WHEREAS**, pursuant to Revised Code of Washington Section 36.32.120, Island County may make and enforce, by appropriate resolutions or ordinances, all such police and sanitary regulations as are not in conflict with state law; and

**WHEREAS**, the Board of Island County Commissioners wishes to promote and enforce the safe and humane keeping of animals; and

**WHEREAS**, the Board of Island County Commissioners wishes to promote public health, safety and welfare; and

**WHEREAS**, the Board of Island County Commissioners held public meetings to consider amendments and additions to Title VI of the Island County Code and held a duly noticed public hearing to receive testimony on the proposed amended code; and

**WHEREAS**, the Board of Island County Commissioners finds that the amendments and additions to Title VI shall promote and enforce the safe and humane keeping of animals and promote the public health, safety, and welfare; *NOW, THEREFORE*,

**BE IT HEREBY RESOLVED**, the Board of Island County Commissioners hereby amends Title VI of the Island County Code as follows:

Renaming Title VI;  
Renaming Chapter 6.08;

Adopting NEW Chapters 6.02 ICC, 6.10 ICC, and 6.40 ICC; and

AMENDING the following sections:

ICC 6.04.010, 6.08.020, 6.08.030, 6.08.040, 6.08.050, 6.08.060, 6.08.090, 6.08.130, 6.08.150, 6.08.210, and 6.20.070; and

REPEALING the following sections:

ICC 6.08.183, 6.08.210, 6.08.220, 6.20.020, and 6.20.100; and

Creating NEW sections:

ICC 6.02.010, 6.02.020, 6.08.155, 6.10.010, 6.10.020, 6.10.030, 6.10.040, 6.40.010, 6.40.020, 6.40.030, 6.40.040, 6.40.050, 6.40.060, 6.40.070, 6.40.080, and 6.40.090;

all as shown in Attachment A, in which deleted text is depicted in ~~striketrough~~ format, and added text is displayed in underlined format.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Janet St. Clair, Chair

\_\_\_\_\_  
Jill Johnson, Member

\_\_\_\_\_  
Melanie Bacon, Member

**ATTEST:**

\_\_\_\_\_  
Jennifer Roll, Clerk of the Board

**APPROVED AS TO FORM:**



\_\_\_\_\_  
**Gregory M. Banks**  
Prosecuting Attorney and  
Island County Code Reviser

## **TITLE VI – ANIMALS WELFARE AND CONTROL**

### **Chapter 6.02 – Purpose and Definitions.**

#### **6.02.010 - Purpose of Animal Welfare and Control Ordinance.**

The purpose of this ordinance is to protect the general public's health, safety, and welfare, and to prevent injury to persons, animals, and property. It is also the purpose of this ordinance to prevent the inhumane treatment of animals and require the humane use and care of animals so that cruelty to such animals is reduced or eliminated. Authority for this chapter is the general police powers of the county.

#### **6.02.020 - Definitions.**

The following words and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Animal** means any nonhuman mammal, bird, reptile, or amphibian.

**Animal control officer or Island County Animal Control Officer** means either animal control independent contractors who contract with Island County or animal control officers appointed by the County Sheriff as county employees.

**Animal Cruelty** means any of the following:

1. Intentionally inflicting substantial pain or causing physical injury to an animal; or
2. Intentionally killing an animal by a means causing undue suffering or while manifesting an extreme indifference to life; or
3. Intentionally forcing a minor to inflict unnecessary pain, injury or death on an animal; or
4. With criminal negligence, starving, dehydrating or suffocating an animal; or
5. With criminal negligence, and in consideration of the animal's species, breed, age, health, medical condition and physical characteristics, exposing an animal to excessive heat or cold and as a result causes either (i) substantial and unjustifiable physical pain that extends for a period sufficient to cause considerable suffering; or (ii) death; or
6. Knowingly engaging in sexual conduct or sexual contact with an animal; or

7. Knowingly permitting any human sexual conduct or sexual contact with an animal to be conducted on any premises under a person's charge or control; or
8. Knowingly engaging in, organizing, promoting, conducting, advertising, aiding, abetting, participating in as an observer, or performing any service in the furtherance of an act involving any human sexual conduct or sexual contact with an animal for a commercial or recreational purpose; or
9. Knowingly photographing or filming, for purposes of sexual gratification, a person engaged in a sexual act or sexual contact with an animal; or
10. Knowingly, recklessly, or with criminal negligence inflicting unnecessary suffering or pain upon an animal; or
11. Knowingly, recklessly, or with criminal negligence failing to provide an animal with necessary shelter, rest, sanitation, space, or medical attention and the animal suffers unnecessary or unjustifiable physical pain as a result of the failure; or
12. Knowingly, recklessly, or with criminal negligence abandoning an animal.

**Animal Shelter** means an establishment, maintained by local government or supported by charitable contributions, that provides a temporary home for dogs, cats, and other animals that are offered for adoption, and may or may not euthanize homeless animals that have been deemed unsuitable for adoption.

**Commercial kennel** means a place where, for compensation, five (5) or more adult dogs and/or cats over six months of age, irrespective of duration, are boarded, bred, bought, sold, exhibited or trained.

Facilities owned, operated, or maintained by or under contract to the county, pet shops, designated animal shelters, and veterinary clinics/hospitals where boarding is incidental to treatment are not commercial kennels.

**Harboring of an inherently dangerous mammal** means to allow an inherently dangerous mammal to remain, lodge, be fed, or to be given shelter or refuge within the person's home, store, yard, enclosure, outbuilding, abandoned vehicle or building, place of business, or any other premises in which the person resides or over which the person has control.

**Hearing Examiner** means a quasi-judicial entity established under Chapter 16.13 of this code that adjudicates appeals regarding kennel licensing under this Title.

**Inherently dangerous mammals** means:

1. **Canidae**, including any member of the dog (canid) family not customarily domesticated by man, or any hybrids thereof, including wolf hybrids which are a cross between a wolf and a domestic dog, but not including domestic dogs (Canis lupus familiaris).
2. **Felidae**, including any member of the cat family not customarily domesticated by man, or any hybrids thereof, but not including domestic cats (Felis catus).

**Owner or keeper** as used in Title VI are interchangeable and whether it appears as “owner” or “keeper” or any combination of the two terms, unless specifically identified otherwise through context, shall mean any person, or entity that possesses, harbors, keeps, or has control or custody of an animal, regardless of whether the animal is licensed pursuant to the ordinance codified in Title VI.

**Pet shop** means any for-profit retail establishment or premises open to the public and maintained for the purchase, sale, or exchange of domestic pets and pet care supplies.

**Premises** means the real property, house, dwelling unit or enclosure that the owner or keeper of a dog or cat has a legal or equitable right to occupy or own. "Premises" does not extend into areas of common ownership or use in the case of easements, trailers parks, apartment complexes, private communities, etc.

**Private Kennel** means any location where more than ten (10) adult dogs, ten (10) adult cats, or a combination thereof, are kept for personal, non-commercial purposes where the owner(s) does not receive compensation. This definition shall include but not be limited to non-profit animal rescues, shelters, sanctuaries, etc. Animal shelters owned, operated or maintained under contract to the county, pet shops, and veterinary clinics or hospitals where boarding is incidental to treatment are not private kennels.

**Recoverable costs or recoverable expenses** as referenced in Title VI those cost directly related to boarding and necessary veterinary care.

**Service dog** means any dog trained to provide a person with specific assistance related to the disability they experience as covered by the Americans with Disabilities Act.

**Veterinary clinic or hospital** means any establishment or premises operated or devoted to the medical treatment of domestic animals.

## **Chapter 6.04 - Abandonment of Dogs and Other Animals**

#### **6.04.010 - Intentional abandonment unlawful.**

It shall be unlawful to intentionally abandon a dog, cat, or other animal within the limits of Island County.

It shall be unlawful for any person to leave any animal at, or on the premises of, the Island County Dog Pound or contracted dog shelter facility without first checking said animal into the pound or contracted dog shelter facility, using standard check-in procedures.

### **Chapter 6.08 - Dog License and Control**

#### **6.08.020 - Dog License required—Tags.**

It is unlawful to have possession or custody of, or to harbor or give shelter or refuge to, any dog without a valid Island County dog license and without having conspicuously displayed, on a strap or other device placed on the dog, an authorized identification tag issued by Island County; provided, that a dog kept for show need not display the identification tag on the owner's property, at a dog show, or while being transported to or from the show, or when off the owner's property and controlled by a leash.

#### **6.08.030 - Exemptions.**

The burden of proof as to an exemption shall be on the person claiming it.

- A. No license and identification tag, as provided for in section 6.08.020, shall be required for any dogs less than four (4) months of age when satisfactory proof of age can be and is, on request, submitted to an Island County licensing or law enforcement officer, and for any dog which is part of the inventory of a pet shop. "Pet shop" means any establishment or premises maintained for the purchase, sale, or exchange of domestic pets.
- B. No owner, manager, or employee of a commercial kennel or veterinary hospital shall be required to purchase a dog license for any dog being boarded or treated in these establishments.
- C. No license and identification tag issued by Island County shall be required for any dog currently licensed in another jurisdiction and displaying a tag from that jurisdiction. At the expiration of the other license, an Island County license and tag shall be required.
- D. No license and identification tag issued by Island County shall be required for any dog in the possession or custody of, or being harbored or given shelter or refuge

by, a person who is not a resident of Island County. Residency is established by living in Island County for thirty (30) days.

#### **6.08.040 - Guide Service dogs.**

Upon presentation of evidence which establishes to the satisfaction of the Island County official in charge of issuance of licenses that a dog is a service guide dog for a person experiencing a disability ~~the blind~~, he they shall issue a license and identification tag which shall bear the inscription "Guide Dog—No. (number to be inserted)—Island County." Said license and tag shall continue to be valid from year to year without renewal. The license and tag are free.

#### **6.08.050 - License fee and other fees.**

The annual (calendar year) license fee for each dog and any other fees applicable under chapter 6.08 shall be established by resolution of the Board of Island County Commissioners.

All dogs, cats and ferrets within Island County shall be vaccinated against rabies and revaccinated following veterinary and vaccine manufacturer instructions pursuant to WAC 246-100-197. Owners must provide proof of rabies vaccination to receive a dog license.

#### **6.08.060 - Lost tags.**

Lost dog identification tags may be replaced by substitute identification tags upon payment of a fee established by resolution of the Board of Island County Commissioners. ~~one dollar (\$1.00) to Island County.~~

#### **6.08.090 - Control off premises—Authorized off-leash areas.**

A. **Control off premises.** Except as provided in [subsection] B., below, it is unlawful for the owner, keeper, or person having custody or control of any dog:

1. To permit a dog to run at large on public school grounds or public playgrounds;
2. To permit a female dog to run at large while in heat; or
3. To permit a dog to roam, run, stray, or be away from the premises of the owner or custodian and to be in any public place or on any public property or the private property of another in the county, unless such dog, while away from the premises of the owner or custodian, is controlled by a leash or chain not more than eight (8) feet in length, such control to be exercised by the owner or custodian or other competent and authorized persons.

Any dog found roaming, running, straying, or away from the premises of the owner or custodian and not under control as herein provided may be impounded, subject to redemption in the manner provided pursuant to this chapter.

This subsection does not apply when the dog or dogs at the time are being used or being trained or practicing for search and rescue, dog exhibition or showing, tracking or hunting, and are in compliance with any statute, rule, or regulation governing use of dogs in hunting. This section also does not apply when the dog or dogs at the time are under the control of official law enforcement personnel and are being used for law enforcement purposes.

B. **Authorized off-leash areas.** A dog or dogs, not in heat, accompanied by the dog owner or custodian who is in voice control of the dog (i.e. the dog will immediately come when called by the owner/custodian), may roam and be off-leash in the portion of the following designated Island County Park areas posted by the Island County Public Works Director and/or the North Whidbey Parks and Recreation Department District Director for such use:

1. Double Bluff Beach Access - designated beach area west of developed park area, Assessor's Parcel Nos. R22923-078-3270 and R22923-056-2990 and R22923-105-3520 located in Section 23~~17~~, Township 29 North, Range 23 East of the Willamette Meridian;
2. Marguerite Brons Memorial Park - designated area, Assessor's Parcel No. ~~R32917-035-0330~~ R 13111-432-4450 located in Section 17, Township 29 North, Range 3 East of the Willamette Meridian;
3. Island County Patmore Site, Assessor's Parcel No. R13111-463-4620 located in Section 11, Township 31 North, Range 1 East of the Willamette Meridian;
4. English Boom Waterfront Trail Property - beach area only, Assessor's Parcel No. R33216-235-0300 located in Section 16, Township 32 North, Range 3 East of the Willamette Meridian.
5. Oak Harbor Off Leash Area - designated area at east end of Technical Road in Oak Harbor, Assessor's Parcel No. R13326-149-3870 located in Section 26, Township 33 North, Range 2 East of the Willamette Meridian.
6. Clover Valley Off Leash Area - designated area adjacent to North Whidbey Parks and Recreation Ballfield complex, Assessor's Parcel No. R13323-026-0730 located in Section 23, Township 23 North, Range 2 East of the Willamette Meridian.
7. Henry Hollow Off Leash Area - designated area 876 West Camano Dr. Assessor's parcel No. R23225-410-4730.

The owner or custodian of the dog shall comply with all of the applicable Island County Parks Property Rules and Regulations.

#### **6.08.130 - Prohibited barking.**

It shall be unlawful for any person having the possession or custody of, or harboring or giving shelter or refuge to, any dog to allow, suffer, or permit the dog, by frequent or habitual howling, yelping, barking, or the making of similar noises, to annoy or disturb a neighborhood of three (3) or more persons separately domiciled; provided, that this

section shall have no applicability to any pet shop, commercial kennel, or veterinary hospital, as defined in section 6.08.030 of this chapter, for which a conditional use permit has been granted pursuant to the Island County ~~Interim~~ Zoning Ordinance presently in effect, as amended, or a successor zoning ordinance.

(Ord. PA-77-02, January 3, 1978, vol. 17, p. 206; revised Ord. PA-78-01, March 13, 1978, vol. 17, p. 273)

#### **6.08.150 - Grounds for seizure and impound.**

If any law enforcement officer or Island County Animal Control Officer has probable cause to believe that the owner or keeper has violated Chapter 16.52 RCW or the provisions of this Title, the officer may seize and impound the animal. Any animal may be seized and impounded by any law enforcement officer or Island County Animal Control officer if said animal is being subjected to cruelty as defined by the Revised Code of Washington.

RCW 16.52.085 provides protection for community members and organizations that provide safe haven and care, without expectation of payment, for animals seized under this section may be protected by RCW 16.52.085.

Dogs may be seized and placed in the Island County Pound or contracted dog shelter facility by any law enforcement officer or Island County Animal Control Officer in the following circumstances:

- A. When the dog is off the premises of the person having the possession or custody of, or harboring or giving shelter or refuge to the dog, and the dog is not displaying an Island County identification tag as required by section 6.08.020, or when the dog is not licensed as required by section 6.08.020.
- B. When the dog is committing any of the following offenses or immediately thereafter and before return of the dog to the premises of the person having the possession or custody thereof or harboring or giving shelter or refuge to the dog: sections 6.08.090; 6.08.100; 6.08.110; 6.08.120; and 6.08.140.

#### **6.08.155 - Bonding for Care.**

Owners shall be required to bond for care of pets being held in custodial care pursuant to RCW 16.52.085(4).

#### **6.08.183 Abandonment unlawful. (Repealed)**

- ~~A. It shall be unlawful to intentionally abandon a dog within the limits of Island County.~~
- ~~B. It shall be unlawful for any person to discharge a dog from a motor vehicle at a distance of more than one (1) mile from the residence of the party so discharging the dog and depart, leaving the dog.~~
- ~~C. It shall be unlawful for any person to leave any animal at, or on the premises of, the Island County Dog Pound or contracted dog shelter facility without first checking~~

~~said animal into the pound or contracted dog shelter facility, using standard check-in procedures.~~

#### **6.08.210 - Enforcement. (Repealed)**

- ~~A. There is established within the office of the county commissioners an Animal Control Bureau. The Animal Control Bureau shall consist of either animal control independent contractors who contract with the Board of County Commissioners or so many animal control officers as may be authorized by the Board of County Commissioners in the annual budget. The Animal Control Bureau shall be administered by the Board of County Commissioners.~~
- ~~B. Enforcement of all provisions of this chapter shall be the responsibility of the Animal Control Bureau and the county Sheriff. The animal control officers are authorized to consult with the Island County Sheriff on questions of enforcement and to request the aid of the Sheriff in any situation deemed difficult or dangerous by the animal control officer.~~
- ~~C. The sale of dog licenses and identification tags shall be the responsibility of the office of the Island County Treasurer and any animal control contractors.~~

#### **6.08.220 - Penalties. (Repealed)**

- ~~A. Civil infractions.~~
  - ~~1. A violation of this dog license and control chapter shall be a civil infraction, except when it is a misdemeanor as provided in subsection B. below.~~
  - ~~2. Any notice of infraction of this dog license and control chapter shall be processed pursuant to the provisions of Chapter 7.80 RCW and any rules adopted by the Washington Supreme Court and any adopted local court rules.~~
  - ~~3. The penalty for a civil infraction shall be a Class 2 civil infraction subject to a one hundred twenty five dollar (\$125.00) civil penalty, not including statutory assessments.~~
- ~~B. Misdemeanors.~~
  - ~~1. Any person committing a third or subsequent violation of provisions of this chapter within a five year period is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment in the county jail for not more than ninety (90) days, or both.~~
  - ~~2. Any person committing a violation of the provisions of this chapter in which another animal or another person, who does not own or possess the dog, is injured during commission of the violation, or committing a violation of section 6.08.183, shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment in the county jail for not more than ninety (90) days, or both.~~

~~C. The imposition of a penalty under subsection A. or B. above shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violation within a reasonable time. Unless otherwise specified, each day that a violation continues is a separate offense. The application of the penalties in subsection A. or B. above shall not be held to prevent abatement of any violation.~~

## **Chapter 6.10 - Licensing of Kennels.**

### **6.10.010 - Commercial Kennel License.**

Commercial kennels located in the county shall be licensed as required by this section. All applicants seeking a commercial kennel license must submit a completed application for license with all applicable documentation and fees prescribed in the Island County fee schedule. Commercial kennel licenses shall be valid for a twelve-month period and shall be renewed on or before the expiration of such period. The Island County Sheriff Animal Control Division shall mail a notice of renewal to the license holder not less than thirty days prior to the expiration of the license. All applicants requesting renewal of a commercial kennel license must submit a completed renewal application with applicable documentation and fees prescribed in the Island County fee schedule. Late applications for renewal incur additional fees as prescribed in the Island County fee schedule. A license that is not renewed within ninety days after its expiration shall be cancelled. After such cancellation, a facility may only be licensed by submitting a new application under this section, as if the facility had not previously been licensed.

- A. Applications for commercial kennel licenses shall be made to the Island County Sheriff Animal Control Division. Each application shall be in writing and signed and sworn to by the applicant. The application shall contain the following information:
1. The name (including all aliases), home address, and telephone number of the applicant;
  2. The business name, business address, and telephone number of the proposed commercial kennel.
  3. A diagram to scale or approximately to scale of the kennel facility;
  4. A description of the premises where the kennel will be operated, as well as a description of maximum number and types of animals to be accommodated by the proposed business; and
  5. A written statement from the Island County Planning Director that kennels are a permitted use in the zoning district; or verification of an approved Conditional Use Permit as may be required.

B. The following operation standards shall apply to commercial kennels:

1. All animals must have an adequate supply of drinking water, sanitary sleeping quarters, adequate shelter, medical attention, grooming and exercise areas appropriate to their size, breed characteristics and climate;
2. All animals shall be supplied with sufficient good and wholesome food as often as the feeding habits of the respective animals require, but not less than, in the case of puppies or kittens under four months of age, three times every twenty-four hours; and, in the case of adults, at least once every twenty-four hours;
3. Food shall be stored in a fashion that prevents spoilage, contamination or pest infestation;
4. The facilities shall be maintained and operated in a healthful, sanitary manner, generally free from disease and pest infestation;
5. Animal feces shall be properly collected, bagged, sealed, and disposed of daily.
6. Animals shall be immunized from disease as is usual and customary for the animals' age and species.
7. All animals shall be maintained so as to eliminate excessive noise between the hours of 7pm and 7am.
8. Dead animals shall be properly disposed of by freezing and holding for pick up, incineration in a crematorium or other authorized disposal service.
9. Sick animals shall be isolated from healthy ones in quarters adequately ventilated to prevent infection of healthy animals by exposure to sick animals;

10. Kennel Facilities and Housing standards;

- a. The primary enclosure must be large enough so the animal(s) can sit, stand, lie down, or turn around comfortably, with no overcrowding.
- b. The primary enclosure shall be constructed and maintained so that animals are securely confined, so that other animals cannot gain entry, and so as to not cause injury to the animal.
- c. Protection from adverse or extreme weather conditions must be provided.
- d. While flooring that provides solid footing is preferred, if perforated or non-solid flooring is used in the primary enclosure, it should be comprised of a material featuring a protective coating, be of an appropriate mesh size and structure for the size and weight of the animal to prevent injury (especially to feet) and must be kept in good repair. If perforated or non-solid flooring

is used, a solid platform of sufficient size should be provided to allow the animal(s) to attain solid footing and to offer a space for resting

- e. Facilities must be lighted or provided with enough natural light to provide a regular lighting cycle for the animals.
- f. Bedding material made available to animals should be clean and not pose a risk to the animals.

11. Written records shall be maintained on the premises including vaccinations and dates for all animals boarded or sold; records of new owners names and addresses for each animal sold. Records must be current within three (3) years.

C. The Animal Control Division may deny issuance or renewal of a license and may revoke an existing license upon finding after an investigation any of the following:

- 1. The license fee has not been paid;
- 2. The application does not satisfy the requirements of subsection A of this section;
- 3. Upon the inspection by the Sheriff, the business does not meet the standards for a commercial kennel set forth in subsection B of this section;
- 4. Such license was issued illegally, or by mistake or inadvertence, or was procured by fraud, misrepresentation, false or misleading statements, evasions or suppression of material facts, or that any of the material facts contained in the application are false;
- 5. The licensee has failed to comply with the commercial kennel operations standards set forth in subsection B.
- 6. A revoked permit is not eligible for reinstatement. A new application must be submitted and approved to relicense a commercial kennel.

D. The Island County Sheriff Animal Control Division shall notify an applicant of the Division's decision to deny an application for a new license or the renewal of an existing license under the provisions of this section, and shall notify any person holding an existing license of the Division's decision to revoke such license under the provisions of this section. Such notifications shall be made in writing, either in person or by certified mail. The notice shall contain the following information:

- 1. The facts upon which the denial or revocation is based and the specific licensing requirements not met.
- 2. That the notice renders the Island County Sheriff Animal Control Division's decision final unless the applicant or licensee submits a request for an administrative appeal hearing to the Division in writing on a form provided with the notice within fourteen (14) calendar days of the issuance of the notice.

E. The Island County Sheriff Animal Control Division's decision is final unless the applicant or licensee requests an administrative appeal hearing as provided in section 6.08.038. If an administrative appeal hearing is requested, within the time allowed per Sec. 6.10.010.D, regarding the Division's decision to not renew,

suspend or revoke a current legally issued license, the Division's decision is stayed and the license shall remain in effect pending final determination of the appeal as provided in this section; provided, the Division may take such other lawful action regarding operation of the commercial kennel as may be required to enforce the provisions of this chapter, chapter 6.08.150 of this code, or Chapter 16.08, 16.52 and 16.54 RCW.

- F. No commercial kennel license, or any renewal thereof, may be issued until the owner or operator thereof allows the Animal Control Division to inspect the premises of the license applicant. Such inspections shall be made during regular business hours. The purpose of such inspection shall be to determine if the commercial kennel does or can meet the standards set forth in subsection A and B and the definition of a Commercial Kennel.

### **6.10.020 Private Kennel License**

Private kennels located in the county shall be licensed as required by this section. All applicants seeking a private kennel license must submit a completed application for license with all applicable documentation and fees prescribed in the Island County Animal Control Division's fee schedule. Private kennel licenses shall be for a twelve-month period and shall be renewed on or before the expiration of such period. All applicants requesting renewal of a private kennel license must submit a completed renewal application with applicable documentation and fees prescribed in the Animal Control Division's schedule. All renewal rights to an existing license shall cease to exist ninety days after the renewal date, and continued operation of the kennel shall be deemed operation of an illegal kennel. The Division shall mail a notice of renewal to the license holder not less than thirty days prior to the expiration of said license.

- A. Applications for private kennel licenses shall be made to Island County Animal Control Division. Each application shall be in writing and signed and sworn to by the applicant. The application shall contain the following information:

1. The name (including all aliases), home address, and telephone number of the applicant;
2. A diagram of the kennel facility, when said facility is anything other than the full and complete area of a private residence; and,
3. A description of the premises where the kennel will be operated, as well as a description of the maximum number and types of animals to be accommodated and nature of the proposed private kennel.

- B. The following operation standards shall apply to private kennels:

1. All animals must have an adequate supply of drinking water, sanitary sleeping quarters, adequate shelter, medical attention, grooming and exercise areas appropriate to their size, breed characteristics and climate;

2. All animals shall be supplied with sufficient good and wholesome food as often as the feeding habits of the respective animals require, but not less than, in the case of puppies or kittens under four months of age, three times every twenty-four hours; and, in the case of adults, at least once every twenty-four hours;
3. Food shall be stored in a fashion that prevents spoilage, contamination or pest infestation;
4. The facilities shall be maintained and operated in a healthful, sanitary manner, generally free from disease and pest infestation;
5. Animal feces shall be properly collected, bagged, sealed, and disposed of daily.
6. Animals shall be immunized from disease as is usual and customary for the animals' age and species.
7. All animals shall be maintained so as to eliminate excessive noise between the hours of 7pm and 7am.
8. Dead animals shall be properly disposed of by freezing and holding for pick up, incineration in a crematorium or other authorized disposal service.
9. Sick animals shall be isolated from healthy ones in quarters adequately ventilated to prevent infection of healthy animals by exposure to sick animals;
10. Kennel Facilities and Housing standards;

- a. The primary enclosure must be large enough so the animal(s) can sit, stand, lie down, or turn around comfortably, with no overcrowding.
- b. The primary enclosure shall be constructed and maintained so that animals are securely confined, so that other animals cannot gain entry, and so as to not cause injury to the animal.
- c. Protection from adverse or extreme weather conditions must be provided.
- d. While flooring that provides solid footing is preferred, if perforated or non-solid flooring is used in the primary enclosure, it should be comprised of a material featuring a protective coating, be of an appropriate mesh size and structure for the size and weight of the animal to prevent injury (especially to feet) and must be kept in good repair. If perforated or non-solid flooring is used, a solid platform of sufficient size should be provided to allow the animal(s) to attain solid footing and to offer a space for resting
- e. Facilities must be lighted or have access to enough natural light to provide a regular lighting cycle for the animals.
- f. Bedding material made available to animals should be clean and not pose a risk to the animals.

11. Written records shall be maintained on the premises including vaccinations and dates for all animals. Records must be current within three (3) years.

C. The Animal Control Division may deny issuance or renewal of a license and may revoke an existing license upon finding after an investigation any of the following:

1. The license fee has not been paid;
2. The application does not satisfy the requirements of subsection A of this section;

3. Upon the inspection by the director, the premises does not meet the standards for a private kennel set forth in subsection B of this section;
4. Such license was issued illegally, or by mistake or inadvertence, or was procured by fraud, misrepresentation, false or misleading statements, evasions or suppression of material facts, or that any of the material facts contained in the application are false;
5. The licensee has failed to comply with the private kennel operations standards set forth in subsection B.
6. A revoked permit is not eligible for reinstatement. A new application must be submitted and approved to relicense a private kennel.

D. The Island County Sheriff Animal Control Division shall notify an applicant of the Division's decision to deny an application for a new license or the renewal of an existing license under the provisions of this section and shall notify any person holding an existing license of the Division's decision to revoke such license under the provisions of this section. Such notifications shall be made in writing, either in person or by certified mail. The notice shall contain the following information:

1. The facts upon which the denial or revocation is based and the specific licensing requirements not met.
2. That the notice renders the Island County Sheriff Animal Control Division's decision final unless the applicant or licensee submits a request for an administrative appeal hearing to the Division in writing on a form provided with the notice within fourteen (14) days of the issuance of the notice.

E. The Island County Sheriff Animal Control Division's decision is final unless the applicant or licensee requests an administrative appeal hearing as provided in section 6.08.038. If an administrative appeal hearing is requested, within the time allowed per Sec. 6.10.020.D, regarding the Division's decision to not renew, suspend or revoke a current legally issued license, the Division's decision is stayed and the license shall remain in effect pending final determination of the appeal as provided in this section; provided, the Division may take such other lawful action regarding operation of the commercial kennel as may be required to enforce the provisions of this chapter, chapter 6.08.150 of this code, or Chapter 16.08, 16.52 and 16.54 RCW.

F. No Private kennel license, or any renewal thereof, may be issued until the owner or operator thereof allows the Animal Control Division to inspect the premises of the license applicant. Such inspections shall be made during regular business hours. The purpose of such inspection shall be to determine if the private kennel does or can meet the standards set forth in subsections A and B and the definition of a Private Kennel.

#### **Chapter 6.10.030 - Monitoring and enforcement.**

- A. The Animal Control Division may inspect the premises of a Commercial Kennel at any time to ensure compliance with the provisions of this section. The Island County Animal Control Division shall make inspections in response to complaints to inspect a licensed kennel for conformity with the provisions of this chapter.
- B. Upon a finding by the Animal Control Officer of noncompliance with the provisions of this chapter, the Island County Animal Control Division shall send a letter to the license holder of the noncomplying kennel informing him/her or her of its findings.
  - 1. The owner of the kennel shall have thirty (30) days to comply with these provisions. Continuing noncompliance after thirty (30) days, or receipt of two operational noncompliance letters within 180 days, shall constitute a failure to comply with a mandatory provision of an Island County ordinance, and the license shall be revoked.
  - 2. In the event that failure to obtain or renew a kennel license, filing of a complete application shall stay the term of noncompliance for the duration of the application review period.

#### **6.10.040 - Administrative Appeal Process**

If an administrative appeal hearing is requested concerning the denial of a kennel license, such hearing and appeal will be held and adjudicated pursuant to this section.

- A. The applicant for a kennel license (applicant) has twenty (20) days from the Sheriff's decision to submit a written petition for an administrative appeal hearing to the Island County Clerk. The hearing shall be held before the county Hearing Examiner, as appointed under chapter 16.3, Island County Code. The hearing shall be held within thirty (30) days after the receipt of such request, unless it is continued by the Hearing Examiner based on a showing of good cause. The General Services Administration Department shall notify the applicant of the date, time, and place of the hearing at least ten days before the hearing date, which time for notification may be shortened by the Examiner based on the agreement of the parties or good cause.
- B. The administrative appeal hearing shall be electronically recorded. All testimony at the hearing shall be taken under oath. The hearing shall be conducted in accordance with the hearing examiner rules of procedure adopted by the Hearing Examiner to the extent such rules are relevant and are not in conflict with this section.
- C. The hearing shall be held in public. Testimony and evidence shall be accepted from the appellant and the County. All evidence from these parties bearing on the question of whether the Division's decision is proper under the provisions of this section may be received at the administrative appeal hearing.

- D. The hearing examiner shall issue a written decision and mail a copy of the decision to the applicant for kennel license by regular mail, and to the Animal Control Division and other parties of record by email, within 30 days of the appeal hearing. The hearing examiner's decision shall be to affirm, reverse, or modify the denial of the kennel license. The decision of the hearing examiner shall be final and binding, unless appealed to Superior Court.
- E. The Hearing Examiner's decision shall be rendered within 30 days of the hearing. The Hearing Examiner may uphold the denial or revocation or reverse the denial or revocation.
- F. If the Hearing Examiner reverses the Animal Control Division's decision, the Division shall cause the license to be issued, renewed or reinstated forthwith.
- G. The determination of the Hearing Examiner shall be final unless timely appealed to Superior Court within twenty-one (21) days.

## **Chapter 6.20 - Inherently Dangerous Mammals**

### **6.20.020 Definitions. (Repealed)**

~~The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~**Animal control officer** or **Island County Animal Control Officer** means either animal control independent contractors who contract with the Island County Board of County Commissioners or animal control officers appointed by the Board of County Commissioners as county employees.~~

~~**Harboring of an inherently dangerous mammal** means to allow an inherently dangerous mammal to remain, lodge, be fed, or to be given shelter or refuge within the person's home, store, yard, enclosure, outbuilding, abandoned vehicle or building, place of business, or any other premises in which the person resides or over which the person has control.~~

~~**Inherently dangerous mammals** means:~~

- ~~1. Canidae, including any member of the dog (canid) family not customarily domesticated by man, or any hybrids thereof, including wolf hybrids which are a cross between a wolf and a domestic dog, but not including domestic dogs (canis lupus familiaris).~~
- ~~2. Felidae, including any member of the cat family not customarily domesticated by man, or any hybrids thereof, but not including domestic cats (Felis catus).~~

#### **6.20.070 - Running at large; duty to notify animal control officer.**

Any person owning or harboring, having custody, control, or possession of an inherently dangerous mammal shall have the duty when they know or should reasonably know said inherently dangerous mammal is at large as defined in section 6.20.030.B. hereinabove to notify ~~the animal control officer~~ ICOM by phone at 911 of such fact, within thirty (30) minutes.

(Ord. C-33-98, April 27, 1998, vol. 42, p. 144)

#### **6.20.100 Violations—Civil infraction—Enforcement authority. (Repealed)**

- ~~A. **Penalty.** It shall be unlawful and punishable as a Class 1 civil infraction under Chapter 7.80 RCW for any person or corporation to violate the provisions of this chapter. Each day on which such violation continues shall constitute a separate Class 1 civil infraction.~~
- ~~B. **Enforcement authority.** The animal control officer, the Island County Sheriff and his deputies, and any other law enforcement officer are enforcement officers within the meaning of Chapter 7.80 RCW.~~

### **Chapter 6.40 - Violations and Enforcement.**

#### **6.40.010 – Establishment of Animal Control Division.**

- A. There is established within the Office of the Sheriff an Animal Control Division. The Animal Control Division shall consist of either animal control independent contractors who contract with Island County, or so many animal control officers as may be authorized by the Board of County Commissioners in the annual budget. The Animal Control Division shall be administered by the Sheriff.
- B. Enforcement of all provisions of this title shall be the responsibility of the Sheriff.
- C. The sale of dog licenses and identification tags shall be the responsibility of the office of the Island County Treasurer and any animal control contractors.
- D. Kennel Licenses shall be obtained from the Island County Animal Control Division.

#### **6.40.020 - Enforcement Authority.**

The animal control officer, the Island County Sheriff and deputies, and any other law enforcement officer are enforcement officers within the meaning of Chapter 7.80 RCW.

#### **6.40.030 - Notice of Civil Infraction.**

Rules and procedures relating to the processing of infractions shall be as stated in Chapter 7.80 RCW as now existing or as hereinafter amended.

#### **6.40.040 General Enforcement and Penalties.**

Except as otherwise noted in this chapter, it shall be unlawful and punishable as a Class 2 civil infraction under Chapter 7.80 RCW for any person or corporation to violate the provisions of this chapter. Each day on which such violation continues shall constitute a separate Class 2 civil infraction

#### **6.40.050 – Enforcement of Animal Abandonment and License and Control Code.**

##### A. Civil infractions.

1. A violation of Chapter 6.04 ICC (Abandonment of Dogs and other Animals) or of Chapter 6.08 ICC (License and Control) shall be a civil infraction, except when it is a misdemeanor as provided in subsection B. below.
2. Any notice of infraction of said chapter(s) shall be processed pursuant to the provisions of Chapter 7.80 RCW and any rules adopted by the Washington Supreme Court and any adopted local court rules.
3. The penalty for a civil infraction shall be a Class 2 civil infraction subject to a one hundred twenty-five dollar (\$125.00) civil penalty, not including statutory assessments.

##### B. Misdemeanors.

1. Any person committing a third or subsequent violation of provisions of said chapter(s) within a five-year period is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment in the county jail for not more than ninety (90) days, or both.
2. Any person committing a violation of the provisions of said chapter(s) in which another animal or another person, who does not own or possess the dog, is injured during commission of the violation, or committing a violation of section 6.08.183, shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment in the county jail for not more than ninety (90) days, or both.

- C. The imposition of a penalty under subsection A. or B. above shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violation within a reasonable time. Unless otherwise specified, each day that a violation continues is a separate offense. The application of the penalties in subsection A. or B. above shall not be held to prevent abatement of any violation.

#### **6.40.060 – Enforcement of Kennel Licensing Code.**

- A. Failure to obtain a commercial kennel license or a private kennel license is deemed a violation Chapter 6.10 ICC (Licensing of Kennels).
  - 1. A violation of the provisions of Chapter 6.10 ICC (Licensing of Kennels) shall be a Class 1 civil infraction, subject to a two hundred fifty dollar (\$250.00) civil penalty, not including statutory assessments, except when it is a misdemeanor as provided in subsection 2. below.
  - 2. Any person committing a second or subsequent violation of provisions of Chapter 6.10 ICC is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment in the county jail for not more than ninety (90) days, or both.
- B. The imposition of a penalty under subsection A above shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violation within a reasonable time. Unless otherwise specified, each day that a violation continues is a separate offense. The application of the penalties in subsection A. or B. above shall not be held to prevent abatement of any violation.

#### **6.40.070 – Enforcement of Inherently Dangerous Mammals Code.**

- A. Civil infractions.
  - 1. A violation of Chapter 6.20 ICC (Inherently Dangerous Mammals) shall be a Class 2 civil infraction, except when it is a misdemeanor as provided in subsection B. below.
  - 2. Any notice of infraction of said chapter shall be processed pursuant to the provisions of Chapter 7.80 RCW and any rules adopted by the Washington Supreme Court and any adopted local court rules.
  - 3. The penalty for a civil infraction shall be a Class 2 civil infraction subject to a one hundred twenty-five dollar (\$125.00) civil penalty, not including statutory assessments.
- B. Misdemeanors.
  - 1. Any person committing a third or subsequent violation of provisions of said chapter within a five-year period is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment in the county jail for not more than ninety (90) days, or both.
  - 2. Any person committing a violation of the provisions of said chapter in which another animal or another person, who does not own or possess the dog, is injured during commission of the violation, or committing a violation of section 6.08.183, shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment in the county jail for not more than ninety (90) days, or both.
- C. The imposition of a penalty under subsection A. or B. above shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violation within a reasonable time. Unless otherwise specified,

each day that a violation continues is a separate offense. The application of the penalties in subsection A. or B. above shall not be held to prevent abatement of any violation.

**6.40.080 - Animal Cruelty.**

Animal Cruelty shall be unlawful and punishable as either a Class C felony or a gross misdemeanor under RCW 16.52.205 and RCW 16.52.207, respectively.

**6.40.090 - Reimbursement for Care.**

Where an animal is seized or impounded pursuant to this Title, and where a judicial officer or hearing examiner finds that a violation of this Title has occurred, any shelter, humane society or animal rescue organization under contract with the County to shelter or care for seized or impounded animals shall be entitled to be reimbursed by the owner or keeper of said animals for the costs of the shelter and care provided.