

## ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS

(Including Diking Improvement District #4)

### APRIL 26, 2016

- 10:00 a.m. Regular Meeting
- 11:00 a.m. Finance Committee Meeting
- 2:00 p.m. Roundtable with Elected Officials and Dept. Heads

### APRIL 27, 2016

- 10:00 a.m. Special Session - Council of Governments
- 11:00 a.m. Island Transportation Planning Organization (ITPO)

Location (Unless otherwise noted): Board of County Commissioners Hearing Room (Room 102B Basement), Island County Annex Bldg., 1 NE 6<sup>th</sup> Street, Coupeville, WA

[\[CLICK HERE for Internet link to Island County Coupeville Campus Map & Contact Guide\]](#)

### MEETING AGENDA – APRIL 26, 2016

#### **10:00 a.m. Convene Regular Meeting** -- Pledge of Allegiance

*Welcome to the Board of County Commissioners meeting. The Board values your input and ideas, and sets aside a time called "Public Input or Comments." A "Public Hearing" or "Public Meeting" will begin no sooner than the time shown. Occasionally, items do not make this agenda in time, but are added just prior to the meeting at the discretion of the Chair. This separate "Chair's Agenda" will be addressed as the schedule permits.*

#### **10:00 a.m. Public Input or Comments**

*This is time set aside for members of the public to speak to the Board about subjects of concern or interest, or items on the agenda. Comments on matters scheduled for Public Hearing will be taken at the time shown on the agenda. The Board will take all information under advisement, but generally will not take any action unless it is emergent in nature. To ensure your comments are recorded properly, please state your name and address clearly into the microphone. Please limit your comments to 3 minutes. If you have any documents to present to the Board, please hand them to the Clerk of the Board prior to speaking.*

#### **Consent Agenda**

*[Consent Agenda items will be considered together and will be approved on a single motion typically without discussion. The items proposed for the Consent Agenda are considered to be routine and public comment or inquiries are not anticipated. Any item on the Consent Agenda will be moved to the Regular Agenda upon request from any Board Member prior to or during the Board meeting. An item moved to the Regular Agenda will be considered after the Consent Agenda.]*

- 1) [Approve](#) pre-audited vouchers, warrants, electronic funds transfers and payroll
- 2) Approve Minutes from previous meeting(s) – Regular Session 3/22/2015

Human Services

- 3) [Appointment](#) of Designated Mental Health Professional. Appointment of Misty Barganski as a Designated Mental Health Professional

**ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Meeting Agenda – April 26, 2016**

Public Health

- 4) **Contract** with United General #304 – Youth Marijuana Prevention Program Grant. Public Health will implement youth marijuana prevention activities in Island County. Education and outreach in both public and private schools, participation in the Regional Youth Summit, establishing an ongoing youth leadership program to address abuse in Island County, and engaging community leaders and school districts. Contract No. YMPEP 16-17; Amount: \$39,000 (not to exceed) (RM-HLTH-2016-116)

Public Works

- 5) **Resolution C-39-16** (R-18-16) Initiating a County Road Project designated as CRP 16-04/JL 00565-0002; Harrington Lagoon Road Shoulder Repair
- 6) **Resolution C-40-16** (R-19-16) Initiating a County Road Project designated as CRP 16-05/JL 00591-0101; Hidden Beach Drive Shoulder Repair
- 7) **Resolution C-41-16** (R-20-16) Initiating a County Road Project designated as CRP 16-06/JL 01043-0002; Possession Road Shoulder Repair
- 8) **Resolution C-42-16** (R-21-16) Approving Plans & Specifications and Authorizing Call for Bids for 2016 Whidbey Island HMA Overlays; CRP 16-02/JL 01111-0302 (RM-PW-2016-139) (PW-1620-051)
- 9) **Agreement** with the City of Oak Harbor; Mutual Aid and Cooperation of Auction Services between the City of Oak Harbor and Island County. Amount: \$0 (RM-PW-2016-144)(PW-1620-073)

Sheriff

- 10) **Interagency Contract** with the WA State Department of Corrections (DOC) to provide adequate confinement, housing and care to offenders transferred to and detained by Island County. Contract period: 1/1/2016 – 12/31/19; Amount: \$85.00 per day per DOC Inmate (RM-SHER-2016-57)

Treasurer

- 11) **Bid Award** – Title Reports for 2016 Tax Foreclosure

WSU Extension

- 12) **Interagency Agreement** with WA State Department of Agriculture and Island County and its Agent Island County Noxious Weed Control Board. This agreement provides funding to Island County for the continuation of a project to survey and control Garlic Mustard (*Alliaria petiolate*). Amount: \$2,467 (not to exceed) (RM-WSU-2016-135)

**Regular Agenda**

*[Items listed under this portion of the Agenda are typically considered separately.]*

Commissioners

- 13) **Recommend** Appointments to the Newly Formed Conservation Futures Program Citizens' Advisory Board (CAB), Positions 1-9
- 14) **Recommend** Appointments of Jeffrey R. Highland to Drainage District No. 7, Position 1 and Don Backstrom to Drainage District No. 7, Position 2

Natural Resources

- 15) **Letter** to Puget Sound Partnership in response to the Partnership's solicitation for comments regarding funding mechanisms for the Island Local Integrating Organization (LIO) and Near Term Action (NTA)

**ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Meeting Agenda – April 26, 2016**

**Public Hearings**

*[A Public Hearing will begin no sooner than the time shown.]*

No public hearings are scheduled

**Commissioners Comments & Announcements**

*[This time provides an opportunity for Commissioners to discuss events, actions or issues that may generate public comment, media calls, or otherwise be of interest to the Board of County Commissioners.]*

**- RECESS UNTIL 2:00 P.M. -**

**11:00 a.m. Finance Committee Meeting**

*The County Finance Committee, consisting of the Board Chair, Auditor, and Treasurer, pursuant to RCW 36.48.070, reviews and makes decisions regarding the County's investment policy and debt policy. The meeting is open to the public and an opportunity for comment will be provided.*

**- REGULAR SESSION RECONVENED -**

**2:00 p.m. Roundtable** with Elected Officials and Appointed Department Heads

Debbie Thompson, Clerk of the Board of County Commissioners (360) 679-7385

NOTICE: Persons with disabilities requiring elevator access to the Hearing Room, please call twenty-four (24) hours prior to the scheduled event: (360) 678-7919 from North Whidbey; (360) 629-4522 Ext. #7919 from Camano Island; or (360) 321-5111 Ext. #7919 from South Whidbey
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COUNTY OF ISLAND  
STATE OF WASHINGTON  
EXPENDITURE APPROVALS  
April 26, 2016

We, the undersigned Board of County Commissioners of Island County, Washington, do hereby certify that the materials have been furnished, the services rendered, or the labor performed as described herein, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the COUNTY OF ISLAND. All warrants issued are payment of previously approved vouchers. A detail of all vouchers, warrants and payroll records is available in the County Auditor's office.

VOUCHER APPROVALS					
Department		Department		Department	Amount
Assessor		Facilities	\$ 60,906.85	Planning	\$ 32,290.53
Auditor	\$ 16,146.78	Non Departmental (90)		Prosecuting Attorney	\$ 8,498.75
Budget		GSA	\$ 27,876.14	Public Health	\$ 3,187.19
Clerk		Human Resources	\$ 530.12	Public Works	\$ 260,964.28
Commissioners	\$ 470.55	Human Services	\$ 115,960.69	Sheriff	\$ 23,341.87
Coroner		Information Technology	\$ 305,933.34	Superior Court/Juvenile	\$ 6,340.09
District Court	\$ 4,670.79	Miscellaneous (Comm)	\$ 39,737.72	Treasurer	\$ 103.30
Emergency Management	\$ 679.44	Natural Resources	\$ 276.78		
Extension Services	\$ 283.14	Non Departmental (00)	\$ 55,309.03		
<b>Total</b>					<b>\$ 963,507.38</b>

*WARRANT APPROVALS		Warrant #	through	Warrant #	Amount
		508132		508375	\$ 863,224.46
<b>Total</b>					<b>\$ 863,224.46</b>

*\*Includes Immediate Pay Misc., Payroll \$11,589.91*

EFT APPROVALS			
Description		Fund	Amount
EFT Debit Card Settlement Date 4/14/2016		997	\$ 601.04
EFT Debit Card Settlement Date 4/15/2016		997	\$ 186.25
EFT Debit Card Settlement Date 4/16/2016		997	\$ 207.00
EFT Debit Card Settlement Date 4/17/2016		997	\$ 76.89
EFT Debit Card Settlement Date 4/18/2016		997	\$ 254.00
EFT Debit Card Settlement Date 4/19/2016		997	\$ 35.71
EFT Debit Card Settlement Date 4/20/2016		997	\$ 57.99
EFT Payroll Taxes Pay Date 4/15/2016		997	\$ 231,266.11
<b>Total</b>			<b>\$ 232,684.99</b>

PAYROLL APPROVALS					
Description Pay Period	Mar 20 - Apr 2, 2016	Pd: Apr 15, 2016			Amount
Warrants	41915	through	41926		\$ 13,712.13
Direct Deposit					\$ 625,245.21
<b>Total</b>					<b>\$ 638,957.34</b>

APPROVED this 26th day of April 2016.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

\_\_\_\_\_  
Richard M. Hannold, Chair

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

\_\_\_\_\_  
Helen Price Johnson, Member

ATTEST:

\_\_\_\_\_  
Debbie Thompson, Clerk of the Board



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 4/24/16

CONSENT AGENDA  
 REGULAR AGENDA  
 PUBLIC HEARING/MTG  
 RESOLUTION/ORDINANCE NO

DEPARTMENT: Human Services

DIVISION: Mental Health

STAFF CONTACT: Jackie Henderson

AGENDA SUBJECT: Approval of Misty Barganski as a Designated Mental Health Professional.

BACKGROUND/SUMMARY:

WORK SESSION DATE: NA

The County designates Mental Health Professionals who meet the qualifications of RCW71.24 & WAC 275-57. Jackie Henderson has assured that Misty Barganski has met the qualifications. Misty Barganski works for Compass Mental Health.

FISCAL IMPACT/FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

- Approve/Adopt  
 Schedule Public Hearing/Meeting  
 Continue Public Hearing/Meeting  
 Information/Discussion  
 Other (describe) \_\_\_\_\_

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED  
 DENIED  
 TABLED/DEFERRED/NO ACTION TAKEN  
 CONTINUED TO DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ TIME: \_\_\_\_\_  
 OTHER \_\_\_\_\_



## ISLAND COUNTY HUMAN SERVICES

P.O. Box 5000  
Coupeville, WA 98239

(360) 678-7880  
Fax (360) 679-7377  
www.islandcounty.net

### APPROVAL OF DESIGNATED MENTAL HEALTH PROFESSIONAL

The following individual has met the requirements of RCW 71.24 and WAC 275-57, criteria for a Designated Mental Health Professional, and is hereby appointed to serve in that capacity. Designation will cease upon notification of termination by the Island County Commissioners or upon termination of employment with the community mental health agency.

Misty Barganski

Jackie Henderson, Director  
Island County Human Services

Richard Hannold, Chair  
Board of County Commissioners  
Island County, Washington

4.12.16

Date

\_\_\_\_\_  
Date



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 4/26/16  
 CONSENT AGENDA  
 REGULAR AGENDA  
 PUBLIC HEARING/MTG  
 RESOLUTION/ORDINANCE NO

**DEPARTMENT:** Island County Public Health

**DIVISION:** (if applicable)

**STAFF CONTACT:** Keith Higman, Laura Luginbill

**AGENDA SUBJECT:** Request for Contract Signature

United General #304: Youth Marijuana Prevention Program  
Contract No. YMPEP 16-17; Risk No. RM-HLTH-2016-116

**BACKGROUND/SUMMARY:** WORK SESSION DATE 4/6/16

ICPH will implement youth marijuana prevention activities in Island County. Education and outreach in both public and private schools, include participating in the Regional Youth Summit, establishing an ongoing youth leadership program to address abuse in Island County, and engaging community leaders and school districts.

Contract has completed Legal and Risk reviews.

**FISCAL IMPACT/FUNDING SOURCE:**

Grant funds to Island County: \$39,000 (not to exceed)

**RECOMMENDED ACTION:**

- Approve/Adopt  
 Schedule Public Hearing/Meeting  
 Continue Public Hearing/Meeting  
 Information/Discussion  
 Other (describe) Chair Signature

**SUGGESTED MOTION:**

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED  
 DENIED  
 TABLED/DEFERRED/NO ACTION TAKEN  
 CONTINUED TO DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ TIME: \_\_\_\_\_  
 OTHER \_\_\_\_\_

## **CONTRACT AGREEMENT FOR SERVICES**

**THIS AGREEMENT** is made and entered into by and between Skagit County Public Hospital District 304, DBA United General District #304 of Skagit County, Washington referred to as "United" and, Island County Public Health, a party of Island County, a political subdivision of the State of Washington, hereinafter referred to as the "Contractor".

**THE PURPOSE OF THIS AGREEMENT** – Implement youth marijuana prevention activities outlined in the Island County Public Health Department work plan, incorporated herein by reference.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

### **STATEMENT OF WORK**

The Contractor shall ensure the activities as specified in the Statement of Work (Exhibit A) are implemented.

### **PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence on March 15, 2016 and terminate on June 30, 2017.

### **PAYMENT**

The cost of accomplishing the work herein shall not exceed \$39,000 and must be in accordance with the Statement of Work and submitted budget (**Exhibit A**). \$8000 must be spent by June 30, 2016; the remaining \$31,000 must be spent by June 30, 2017 (see **Exhibit A**). The contract amount is based on actual reimbursements. Compensation for services provided shall be issued upon receiving a quarterly report (**Exhibit B**) and an invoice voucher (**Exhibit C**) with proper detailed back-up documentation. Food and equipment purchases are not allowable expenses.

### **BILLING PROCEDURES**

Payment to the Contractor for approved and completed work will be made by warrant by United within 14 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted with 14 days after the expiration date.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

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



### **CONTRACT MANAGEMENT**

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for United is:  
Carol Hawk  
360-854-7170  
United General District #304  
2241 Hospital Drive  
Sedro Woolley WA 98284

The Contract Manager for the Contractor is:  
Emily Maughan  
360-678-7917  
e.maughan@co.island.wa.us  
PO Box 5000  
Coupeville, WA, 98239

### **OWNERSHIP OF WORK PRODUCTS**

All data, materials, intellectual properties, discoveries, deliverables, memoranda and other documents developed under this Agreement, whether finished or not, shall become property of United, shall be forwarded to United at its request and may be used by United as it sees fit.

### **GOVERNANCE AND DISPUTES**

This Agreement shall be construed under the laws of the State of Washington and applicable federal laws. Venue and jurisdiction over any dispute involving this Agreement shall be exclusively in the Superior Court in Skagit County, Washington. In the event either party, with respect to this Agreement, commences legal proceedings, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such action, including reasonable attorneys' fees.

### **HOLD HARMLESS**

The Contractor shall defend, protect and hold harmless United General District # 304, or any employees thereof, from and against all claims, suits or actions arising for any intentional or negligent act or omission of the contractor, while performing under the terms of this contract.

United General District #304 shall defend, protect and hold harmless Contractor, or any employees, officials and volunteers thereof, from and against all claims, suits or actions arising from any intentional or negligent act or omission of United General District #304, while performing under the terms of this contract.

### **PRIVACY**

Personal information collected, used, or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic, managerial safeguards to prevent unauthorized access to personal information.



**TERMINATION**

Either party may terminate the Agreement upon 30 days prior written notification to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of the termination.

**TERMINATION FOR CAUSE**

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

**ENTIRE AGREEMENT**

This agreement and attachments contain all the terms and conditions agreed upon by the parties. No other understandings, oral, otherwise not contained herein shall be binding upon either party.

**FOR United General District #304:**

**FOR ISLAND COUNTY,  
WASHINGTON:**

\_\_\_\_\_  
Ted Brockmann | CEO/CFO

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

\_\_\_\_\_  
Richard M. Hannold, Chair      Date:  
Board of Island County Commissioners

\_\_\_\_\_  
Carol Hawk | Director

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

*Jill Johnson* 4/19/16  
\_\_\_\_\_  
Jill Johnson, Chair      Date:  
Island County Board of Health

Island County – Statement of Work

Task 1: Identify YMPEP program needs	
Activity	Activity Description
<b>Activity 1.1</b> Conduct regional assessment of YMPEP program needs.	Reviewing Healthy Youth Survey data, and working with the three school districts and two private schools that serve 12-20 year olds we will determine the current trends in initiation and use of marijuana. We will also engage with local stake holders such as law enforcement and substance abuse coalitions to get their perspective on current trends in their specific areas.
	<b>Objective/Projected Outcome</b>
	<ul style="list-style-type: none"> <li>Aligns with Objectives 2 and 3</li> <li>Local and Regional Needs assessment reports created</li> </ul>
<b>Timeframe Year 1:</b> (April 1- June 30, 2016)  <b>Start:</b> April, 2016 <b>Complete:</b> June, 2016  Data will be collected and analyzed for both a local and regional needs assessment. A local needs assessment report will be generated and a plan will be created as to how identified needs can be addressed.	<b>Timeframe Year 2:</b> (July 1, 2016- June 30, 2017)  <b>Start:</b> July, 2016 <b>Complete:</b> June, 2017  Review new results of the Healthy Youth Survey that will be conducted in October 2016.
Task 2: Implement Regional YMPEP program	
Activity	Activity Description
<b>Activity 2.1</b> Disseminate updated school signage to school districts throughout region.	Distribute signs to the three school districts and two private schools.
	<b>Objective/Projected Outcome</b>
	<ul style="list-style-type: none"> <li>Aligns with Objective 3</li> <li>Reduce marijuana usage on school campuses during and after school hours</li> </ul>
<b>Timeframe Year 1:</b> (April 1- June 30, 2016)  <b>Start:</b> April, 2016 <b>Complete:</b> June, 2016  Every School will be given the appropriate signage.	<b>Timeframe Year 2:</b> (July 1, 2016- June 30, 2017)  <b>Start:</b> July, 2016 <b>Complete:</b> June, 2017  Make sure that all signs are in good repair and hung up accordingly.
Task 2: Implement Regional YMPEP program	
Activity	Activity Description
<b>Activity 2.2</b> Develop materials and education tailored to the needs of general and priority populations.	Currently existing educational material will be tailored to help fit the needs of our community and will be distributed accordingly.
	<b>Objective/Projected Outcome</b>
	<ul style="list-style-type: none"> <li>Aligns with Objectives 1 and 2</li> <li>Reduce the initiation and use of marijuana in youth and adults</li> </ul>
<b>Timeframe Year 1:</b> (April 1- June 30, 2016)  <b>Start:</b> April, 2016	<b>Timeframe Year 2:</b> (July 1, 2016- June 30, 2017)  <b>Start:</b> July, 2016

Island County – Statement of Work

<b>Complete:</b> June, 2016	<b>Complete:</b> June, 2017  As needs arise, additional material may be created and distributed accordingly.
<b>Task 2: Implement Regional YMPEP program</b>	
<b>Activity</b>	<b>Activity Description</b>
<b>Activity 2.3</b> Develop youth leaders to create healthier communities and prevent marijuana use by peers.	<ul style="list-style-type: none"> <li>Identify youth leaders in all three school districts that are interested in preventing marijuana use among their peers.</li> <li>Hold local meetings where the youth are able to connect with one another and address current concerns.</li> <li>Hold Regional Youth Summit where youth learn from each other about how to promote marijuana prevention among their peers.</li> </ul>
	<b>Objective/Projected Outcome</b>
	<ul style="list-style-type: none"> <li>Aligns with Objective 1 and 2</li> <li>Reduce the initiation and use of marijuana in youth</li> </ul>
<b>Timeframe Year 1:</b> (April 1- June 30, 2016)  <b>Start:</b> April, 2016 <b>Complete:</b> June, 2016	<b>Timeframe Year 2:</b> (July 1, 2016- June 30, 2017)  <b>Start:</b> July, 2016 <b>Complete:</b> June, 2017
<ul style="list-style-type: none"> <li>Create a core group of youth leaders that represent the whole island.</li> <li>Successfully hold Regional Youth Summit meeting.</li> </ul>	Establish an ongoing youth leadership program to address substance abuse.
<b>Task 2: Implement Regional YMPEP program</b>	
<b>Activity</b>	<b>Activity Description</b>
<b>Activity 2.4</b> Disseminate educational materials that outline marijuana use laws in WA State.	Distribute education material that outlines marijuana use laws.
	<b>Objective/Projected Outcome</b>
	<ul style="list-style-type: none"> <li>Aligns with Objective 1 and 2</li> <li>Reduce the initiation and use of marijuana in youth.</li> </ul>
<b>Timeframe Year 1:</b> (April 1- June 30, 2016)  <b>Start:</b> April, 2016 <b>Complete:</b> June, 2016	<b>Timeframe Year 2:</b> (July 1, 2016- June 30, 2017)  <b>Start:</b> July, 2016 <b>Complete:</b> June, 2017
	Community Leaders and School Districts will be given educational material on marijuana use laws in WA.
<b>Task 2: Implement Regional YMPEP program</b>	
<b>Activity</b>	<b>Activity Description</b>
<b>Activity 2.5</b> Deliver evidence-based curriculum and/or programs with marijuana prevention outcomes in school and/or community	<ul style="list-style-type: none"> <li>Explore and review current curriculums and programs that address marijuana prevention in schools and community settings.</li> <li>Implement evidence-based marijuana prevention</li> </ul>

Island County – Statement of Work

settings.	<p>program.</p> <p><b>Objective/Projected Outcome</b></p> <ul style="list-style-type: none"> <li>Aligns with Objective 1 and 2</li> <li>Reduce the initiation and use of marijuana in youth</li> </ul>
<p><b>Timeframe Year 1:</b> (April 1- June 30, 2016)</p> <p><b>Start:</b> April, 2016 <b>Complete:</b> June, 2016</p> <ul style="list-style-type: none"> <li>Complete Needs Assessment with collaboration of schools and communities.</li> <li>Begin to explore potential curriculum/programs to address needs.</li> </ul>	<p><b>Timeframe Year 2:</b> (July 1, 2016- June 30, 2017)</p> <p><b>Start:</b> July, 2016 <b>Complete:</b> June, 2017</p> <p>Identify and implement appropriate programs that address marijuana prevention</p>
<b>Task 2: Implement Regional YMPEP program</b>	
<b>Activity</b>	<b>Activity Description</b>
<p><b>Activity 2.6</b> Development and implementation of policies and procedures that restrict access and availability e-cigarette and vaping devices by youth.</p>	<p>Work with government leaders to develop and implement local policies that restrict access and availability of e-cigarette and vaping devices by youth.</p> <p><b>Objective/Projected Outcome</b></p> <ul style="list-style-type: none"> <li>Aligns with Objective 3</li> <li>Reduce the access youth have to e-cigarettes and vaping devices</li> </ul>
<p><b>Timeframe Year 1:</b> (April 1- June 30, 2016)</p> <p><b>Start:</b> April, 2016 <b>Complete:</b> June, 2016</p> <ul style="list-style-type: none"> <li>Research and develop educational materials for local government officials and community members.</li> <li>Educate local government officials on current e-cigarette, vaping trends and other ordinances that have been passed on a local level in the state.</li> </ul>	<p><b>Timeframe Year 2:</b> (July 1, 2016- June 30, 2017)</p> <p><b>Start:</b> July, 2016 <b>Complete:</b> June, 2017</p> <ul style="list-style-type: none"> <li>Educate local government officials on current e-cigarette, vaping trends and other ordinances that have been passed on a local level in the state.</li> <li>Draft sample policy to be implemented on a local level.</li> </ul>
<b>Task 2: Implement Regional YMPEP program</b>	
<b>Activity</b>	<b>Activity Description</b>
<p><b>Activity 2.7</b> Development and implementations of policies and procedures that restrict use and availability of marijuana, e-cigarette, and vaping devices at public and community events.</p>	<p>Work with government leaders to implement local policy that includes vaping, and marijuana into the SIPP law.</p> <p><b>Objective/Projected Outcome</b></p> <ul style="list-style-type: none"> <li>Aligns with Objective 3</li> <li>Reduce the access youth have to e-cigarettes and vaping devices</li> </ul>
<p><b>Timeframe Year 1:</b> (April 1- June 30, 2016)</p> <p><b>Start:</b> April, 2016 <b>Complete:</b> June, 2016</p>	<p><b>Timeframe Year 2:</b> (July 1, 2016- June 30, 2017)</p> <p><b>Start:</b> July, 2016 <b>Complete:</b> June, 2017</p>

## Island County – Statement of Work

<ul style="list-style-type: none"> <li>• Research and develop educational materials for local government officials and community members.</li> <li>• Educate local government officials on current e-cigarette, vaping trends and other ordinances that have been passed on a local level in the state.</li> </ul>	<ul style="list-style-type: none"> <li>• Educate local government officials on current e-cigarette, vaping trends and other ordinances that have been passed on a local level in the state.</li> <li>• Draft sample policy to be implemented on a local level.</li> <li>• Support local government officials in advocacy and implementation of local regulations.</li> </ul>
<b>Task 3: Enhance community/school/stakeholder participation in regional YMPEP program</b>	
<b>Activity</b>	<b>Activity Description</b>
<p><b>Activity 3.1</b> Establish or expand relationships between Regional Marijuana Prevention Program and State Drug Free Community Coalitions and Community Prevention and Wellness Initiative Coalitions within the region to encourage marijuana prevention is a priority among their prevention planning.</p>	<ul style="list-style-type: none"> <li>• Attend regional trainings and meetings on marijuana prevention.</li> <li>• Collaborate with the Oak Harbor Youth Coalition, the local CPWI to encourage them to make marijuana prevention a priority.</li> </ul>
	<b>Objective/Projected Outcome</b>
	<ul style="list-style-type: none"> <li>• Aligns with Objective 3</li> <li>• Establish strong relationships with local, state and regional prevention groups</li> </ul>
<p style="text-align: center;"><b>Timeframe Year 1:</b> (April 1- June 30, 2016)</p> <p><b>Start:</b> April, 2016 <b>Complete:</b> June, 2016</p> <p>Attend regional meetings, trainings, and Youth Summit</p>	<p style="text-align: center;"><b>Timeframe Year 2:</b> (July 1, 2016- June 30, 2017)</p> <p><b>Start:</b> July, 2016 <b>Complete:</b> June, 2017</p> <ul style="list-style-type: none"> <li>• Collaborate with the Oak Harbor Youth Coalition's, marijuana prevention strategies.</li> <li>• Build relationships with regional prevention partners.</li> </ul>
<b>Task 3: Enhance community/school/stakeholder participation in regional YMPEP program</b>	
<b>Activity</b>	<b>Activity Description</b>
<p><b>Activity 3.2</b> Participate in the recruitment of Healthy Youth Survey participation with school districts within your region.</p>	<ul style="list-style-type: none"> <li>• Reach out to School Districts and assure they are signed up to participate in the Healthy Youth Survey for 2016.</li> <li>• Once 2016 data has been released, present that information to the school districts.</li> </ul>
	<b>Objective/Projected Outcome</b>
	<ul style="list-style-type: none"> <li>• Aligns with Objective 3</li> <li>• 100% participation in the Healthy Youth Survey of the schools in the county</li> </ul>
<p style="text-align: center;"><b>Timeframe Year 1:</b> (April 1- June 30, 2016)</p> <p><b>Start:</b> April, 2016 <b>Complete:</b> June, 2016</p> <p>Have all three districts successfully signed up for the 2016 HYS.</p>	<p style="text-align: center;"><b>Timeframe Year 2:</b> (July 1, 2016- June 30, 2017)</p> <p><b>Start:</b> July, 2016 <b>Complete:</b> June, 2017</p> <p>Make presentations to the school districts on the 2016 data and encourage them to participate in the 2018 survey.</p>

Island County – Statement of Work

Task 3: Enhance community/school/stakeholder participation in regional YMPEP program	
Activity	Activity Description
<p><b>Activity 3.3</b> Identify and collaborate with existing coalitions, community-based resources, and businesses who have a vested interest in reducing substance use by youth.</p>	<p>Reach out to current coalitions and groups in the community who are focused on substance abuse prevention among youth and identify how we can work together with them.</p>
	<p><b>Objective/Projected Outcome</b></p> <ul style="list-style-type: none"> <li>Aligns with Objective 2</li> <li>Collaboration with existing groups/organizations to reduce the initiation and use of marijuana in youth 12 to 20</li> </ul>
<p><b>Timeframe Year 1:</b> (April 1- June 30, 2016)</p> <p><b>Start:</b> April, 2016 <b>Complete:</b> June, 2016</p> <p>As part of the Local Needs Assessment, reach out to community groups and organizations and learn about their current efforts and plans in regards to substance abuse prevention.</p>	<p><b>Timeframe Year 2:</b> (July 1, 2016- June 30, 2017)</p> <p><b>Start:</b> July, 2016 <b>Complete:</b> June, 2017</p> <p>Have relationships build with current coalitions and community based groups working to prevent substance abuse.</p>
Task 3: Enhance community/school/stakeholder participation in regional YMPEP program	
Activity	Activity Description
<p><b>Activity 3.4</b> Educate decision-makers on effective substance use prevention policies, strategies and the concept of social norms change.</p>	<p>Research social norm campaigns that have been implemented in other communities and see how similar ones could possibly be implemented in our county.</p>
	<p><b>Objective/Projected Outcome</b></p> <ul style="list-style-type: none"> <li>Aligns with Objective 1</li> <li>Reduce the initiation and use of marijuana</li> </ul>
<p><b>Timeframe Year 1:</b> (April 1- June 30, 2016)</p> <p><b>Start:</b> April, 2016 <b>Complete:</b> June, 2016</p> <p>Research current social norm campaigns, and policies that are in place in other communities.</p>	<p><b>Timeframe Year 2:</b> (July 1, 2016- June 30, 2017)</p> <p><b>Start:</b> July, 2016 <b>Complete:</b> June, 2017</p> <p>Educate decision-makers on current and effective policies and procedures that are in place to prevent substance abuse.</p>

Island County – Statement of Work

<b>April - June 2016 Budget</b>	
<b>Personnel / Honorarium / Stipend</b>	<b>Amount</b>
Emily Maughan – Public Health Coordinator: Composite Rate: \$37.00*100 hrs	3700.00
Laura Luginbill – Assessment and Healthy Communities Director: \$51.60*32 hrs	1650.00
<b>Total Personnel Cost</b>	<b>\$ 5350.00</b>
<p><b>Brief Narrative – How do the fund in this category support the activities in your work plan:</b>                      Emily Maughan will be the primary contact and lead for this program. Funds will support her time in implementing strategies in the work plan to meet the outlined objectives. Laura Luginbill will provide support for the regional and local needs assessment, and as needed to support full implementation of the work plan.</p>	
<b>Travel</b>	<b>Amount</b>
Regional Trainings and Meetings	252.00
Youth Summit	50.00
Inter-county travel	200.00
<b>Total Travel Cost</b>	<b>\$ 502.00</b>
<p><b>Brief Narrative – How do the fund in this category support the activities in your work plan:</b>                      Travel funds will support the establishment of a strong, collaborative regional network. Inter-county travel will support the work within Island County’s multiple communities, especially engagement with our small, rural communities.</p>	
<b>Supplies and Materials</b>	<b>Amount</b>
Graphic Designer	500.00
Printing Costs	100.00
<b>Total Supplies and Materials Cost</b>	<b>\$ 600.00</b>
<p><b>Brief Narrative – How do the fund in this category support the activities in your work plan:</b>                      Graphic design work is needed to adapt existing educational materials from our regional partners for Island County. These materials will be used as part of Activities 2.6 and 2.7 to develop and implement local regulations that restrict youth access to vaping devices and vaping within public places. Printing costs are associated with the local regulation educational campaign, community needs assessment work, and participation in the youth summit.</p>	
<b>Other</b>	<b>Amount</b>
Department Indirect Rate (24%)	1548.00
<b>Total Other</b>	<b>\$ 1548.00</b>
<p><b>Brief Narrative – How do the fund in this category support the activities in your work plan:</b>                      The approved department indirect rate covers all costs associated with administrative and technical support associated with these funds.</p>	
<b>Total Funds Amount/Request:</b>	<b>\$ 8000.00</b>

Island County – Statement of Work

<b>July 1<sup>st</sup> 2016 – June 30<sup>th</sup> 2017 Budget</b>	
<b>Personnel / Honorarium / Stipend</b>	<b>Amount</b>
Emily Maughan – Public Health Coordinator: Composite Rate: \$37.00*350 hrs	12950.00
Laura Luginbill – Assessment and Healthy Communities Director: \$51.60*50 hrs	2580.00
<b>Total Personnel Cost</b>	<b>\$ 15530.00</b>
Brief Narrative – How do the fund in this category support the activities in your work plan: Emily Maughan will be the primary contact and lead for this program. Funds will support her time in implementing strategies in the work plan to meet the outlined objectives. Laura Luginbill will provide technical assistance and support for full implementation of the work plan.	
<b>Travel</b>	<b>Amount</b>
Regional Trainings and Meetings	350.00
Youth Summit	50.00
Inter-county travel	500.00
<b>Total Travel Cost</b>	<b>\$ 900.00</b>
Brief Narrative – How do the fund in this category support the activities in your work plan: Travel funds will support the establishment of a strong, collaborative regional network. Inter-county travel will support the work within Island County’s multiple communities, especially engagement with our small, rural communities.	
<b>Supplies and Materials</b>	<b>Amount</b>
Printing Costs	85.00
Program/Curriculum Implementation	8285.00
Other	200.00
<b>Total Supplies and Materials Cost</b>	<b>\$ 8570.00</b>
Brief Narrative – How do the fund in this category support the activities in your work plan: Program/Curriculum materials will support implementation of Activity 2.5 as determined by the Needs Assessment completed in April-June 2016. Printing costs are associated with implementation of activities outlined in the work plan. Other materials may include supplies for special education events or youth summit expenses.	
<b>Other</b>	<b>Amount</b>
Department Indirect Rate (24%)	6000.00
<b>Total Other</b>	<b>\$ 6000.00</b>
Brief Narrative – How do the fund in this category support the activities in your work plan: The approved department indirect rate covers all costs associated with administrative and technical support associated with these funds.	
<b>Total Funds Amount/Request:</b>	<b>\$ 31000.00</b>

# Youth Marijuana Prevention Programs Quarterly Report Form

Due:

**County:** Island

**Program/Island Contact:** Emily Maughan

Task 1: Identify YMPEP program needs	
Activity	Activity Description
<b>Activity 1.1</b> Conduct regional assessment of YMPEP program needs.	Reviewing Healthy Youth Survey data, and working with the three school districts and two private schools that serve 12-20 year olds we will determine the current trends in initiation and use of marijuana. We will also engage with local stake holders such as law enforcement and substance abuse coalitions to get their perspective on current trends in their specific areas.
<b>Objective/Projected Outcome</b>	
<ul style="list-style-type: none"> <li>Aligns with Objectives 2 and 3</li> <li>Local and Regional Needs assessment reports created</li> </ul>	
<b>Provide a brief description of the status of your planned activity:</b>	
<b>Please list all of the agencies/organization and other who have been active partners in this planned activity:</b>	
<b>Have there been barriers to the success of this planned activity? If so, please describe:</b>	
<b>What have been the successes related to this planned activity:</b>	
<b>Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):</b>	
<ul style="list-style-type: none"> <li></li> </ul>	
<b>Any additional comments/questions/concerns:</b>	
Task 2: Implement Regional YMPEP program	
Activity	Activity Description
<b>Activity 2.1</b> Disseminate updated school signage to school districts throughout region.	Distribute signs to the three school districts and two private schools.
<b>Objective/Projected Outcome</b>	
<ul style="list-style-type: none"> <li>Aligns with Objective 3</li> <li>Reduce marijuana usage on school campuses during and after school hours</li> </ul>	
<b>Provide a brief description of the status of your planned activity:</b>	

Please list all of the agencies/organization and other who have been active partners in this planned activity:

Have there been barriers to the success of this planned activity? If so, please describe:

What have been the successes related to this planned activity:

Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):

- 

Any additional comments/questions/concerns:

**Task 2: Implement Regional YMPEP program**

Activity	Activity Description
<p><b>Activity 2.2</b> Develop materials and education tailored to the needs of general and priority populations.</p>	<p>Currently existing educational material will be tailored to help fit the needs of our community and will be distributed accordingly.</p> <p><b>Objective/Projected Outcome</b></p> <ul style="list-style-type: none"> <li>• Aligns with Objectives 1 and 2</li> <li>• Reduce the initiation and use of marijuana in youth and adults</li> </ul>

Provide a brief description of the status of your planned activity:

Please list all of the agencies/organization and other who have been active partners in this planned activity:

Have there been barriers to the success of this planned activity? If so, please describe:

What have been the successes related to this planned activity:

Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):

- 

Any additional comments/questions/concerns:

**Task 2: Implement Regional YMPEP program**

Activity	Activity Description
<p><b>Activity 2.3</b> Develop youth leaders to create healthier communities and prevent marijuana use by peers.</p>	<ul style="list-style-type: none"> <li>• Identify youth leaders in all three school districts that are interested in preventing marijuana use among their peers.</li> <li>• Hold local meetings where the youth are able to connect with one another and address current concerns.</li> <li>• Hold Regional Youth Summit where youth learn from each other about how to promote marijuana prevention among their</li> </ul>

	peers.
	<b>Objective/Projected Outcome</b>
	<ul style="list-style-type: none"> <li>• Aligns with Objective 1 and 2</li> <li>• Reduce the initiation and use of marijuana in youth</li> </ul>

**Provide a brief description of the status of your planned activity:**

**Please list all of the agencies/organization and other who have been active partners in this planned activity:**

**Have there been barriers to the success of this planned activity? If so, please describe:**

**What have been the successes related to this planned activity:**

**Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):**

- 

**Any additional comments/questions/concerns:**

**Task 2: Implement Regional YMPEP program**

Activity	Activity Description
<b>Activity 2.4</b>	Distribute education material that outlines marijuana use laws.
Disseminate educational materials that outline marijuana use laws in WA State.	<b>Objective/Projected Outcome</b>
	<ul style="list-style-type: none"> <li>• Aligns with Objective 1 and 2</li> <li>• Reduce the initiation and use of marijuana in youth</li> </ul>

**Provide a brief description of the status of your planned activity:**

**Please list all of the agencies/organization and other who have been active partners in this planned activity:**

**Have there been barriers to the success of this planned activity? If so, please describe:**

**What have been the successes related to this planned activity:**

**Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):**

- 

**Any additional comments/questions/concerns:**

**Task 2: Implement Regional YMPEP program**

Activity	Activity Description
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<p><b>Activity 2.5</b></p> <p>Deliver evidence-based curriculum and/or programs with marijuana prevention outcomes in school and/or community</p>	<ul style="list-style-type: none"> <li>• Explore and review current curriculums and programs that address marijuana prevention in schools and community settings.</li> <li>• Implement evidence-based marijuana prevention program.</li> </ul>
<b>Objective/Projected Outcome</b>	
<ul style="list-style-type: none"> <li>• Aligns with Objective 1 and 2</li> <li>• Reduce the initiation and use of marijuana in youth</li> </ul>	

**Provide a brief description of the status of your planned activity:**

**Please list all of the agencies/organization and other who have been active partners in this planned activity:**

**Have there been barriers to the success of this planned activity? If so, please describe:**

**What have been the successes related to this planned activity:**

**Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):**

- 

**Any additional comments/questions/concerns:**

**Task 2: Implement Regional YMPEP program**

<b>Activity</b>	<b>Activity Description</b>
<p><b>Activity 2.6</b></p> <p>Development and implementation of policies and procedures that restrict access and availability e-cigarette and vaping devices by youth.</p>	<p>Work with government leaders to develop and implement local policies that restrict access and availability of e-cigarette and vaping devices by youth.</p>
<b>Objective/Projected Outcome</b>	
<ul style="list-style-type: none"> <li>• Aligns with Objective 3</li> <li>• Reduce the access youth have to e-cigarettes and vaping devices</li> </ul>	

**Provide a brief description of the status of your planned activity:**

**Please list all of the agencies/organization and other who have been active partners in this planned activity:**

**Have there been barriers to the success of this planned activity? If so, please describe:**

**What have been the successes related to this planned activity:**

**Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):**

-

<b>Any additional comments/questions/concerns:</b>			
<b>Task 2: Implement Regional YMPEP program</b>			
<b>Activity</b>	<b>Activity Description</b>		
<b>Activity 2.7</b>  Development and implementations of policies and procedures that restrict use and availability of marijuana, e-cigarette, and vaping devices at public and community events.	Work with government leaders to implement local policy that includes vaping, and marijuana into the SIPP law.  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #cccccc; padding: 5px;"><b>Objective/Projected Outcome</b></td> </tr> <tr> <td style="padding: 5px;"> <ul style="list-style-type: none"> <li>Aligns with Objective 3</li> <li>Reduce the access youth have to e-cigarettes and vaping devices</li> </ul> </td> </tr> </table>	<b>Objective/Projected Outcome</b>	<ul style="list-style-type: none"> <li>Aligns with Objective 3</li> <li>Reduce the access youth have to e-cigarettes and vaping devices</li> </ul>
<b>Objective/Projected Outcome</b>			
<ul style="list-style-type: none"> <li>Aligns with Objective 3</li> <li>Reduce the access youth have to e-cigarettes and vaping devices</li> </ul>			
<b>Provide a brief description of the status of your planned activity:</b>			
<b>Please list all of the agencies/organization and other who have been active partners in this planned activity:</b>			
<b>Have there been barriers to the success of this planned activity? If so, please describe:</b>			
<b>What have been the successes related to this planned activity:</b>			
<b>Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):</b>			
<ul style="list-style-type: none"> <li></li> </ul>			
<b>Any additional comments/questions/concerns:</b>			
<b>Task 3: Enhance community/school/stakeholder participation in regional YMPEP program</b>			
<b>Activity</b>	<b>Activity Description</b>		
<b>Activity 3.1</b>  Establish or expand relationships between Regional Marijuana Prevention Program and State Drug Free Community Coalitions and Community Prevention and Wellness Initiative Coalitions within the region to encourage marijuana prevention is a priority among their prevention planning.	<ul style="list-style-type: none"> <li>Attend regional trainings and meetings on marijuana prevention.</li> <li>Collaborate with the Oak Harbor Youth Coalition, the local CPWI to encourage them to make marijuana prevention a priority.</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #cccccc; padding: 5px;"><b>Objective/Projected Outcome</b></td> </tr> <tr> <td style="padding: 5px;"> <ul style="list-style-type: none"> <li>Aligns with Objective 3</li> <li>Establish strong relationships with local, state and regional prevention groups</li> </ul> </td> </tr> </table>	<b>Objective/Projected Outcome</b>	<ul style="list-style-type: none"> <li>Aligns with Objective 3</li> <li>Establish strong relationships with local, state and regional prevention groups</li> </ul>
<b>Objective/Projected Outcome</b>			
<ul style="list-style-type: none"> <li>Aligns with Objective 3</li> <li>Establish strong relationships with local, state and regional prevention groups</li> </ul>			
<b>Provide a brief description of the status of your planned activity:</b>			
<b>Please list all of the agencies/organization and other who have been active partners in this planned activity:</b>			
<b>Have there been barriers to the success of this planned activity? If so, please describe:</b>			

**What have been the successes related to this planned activity:**

**Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):**

- 

**Any additional comments/questions/concerns:**

**Task 3: Enhance community/school/stakeholder participation in regional YMPEP program**

Activity	Activity Description
<p><b>Activity 3.2</b></p> <p>Participate in the recruitment of Healthy Youth Survey participation with school districts within your region.</p>	<ul style="list-style-type: none"> <li>• Reach out to School Districts and assure they are signed up to participate in the Healthy Youth Survey for 2016.</li> <li>• Once 2016 data has been released, present that information to the school districts.</li> </ul>
	<p><b>Objective/Projected Outcome</b></p>
	<ul style="list-style-type: none"> <li>• Aligns with Objective 3</li> <li>• 100% participation in the Healthy Youth Survey of the schools in the county Aligns with Objective 3</li> <li>• Establish strong relationships with local, state and regional prevention groups</li> </ul>

**Provide a brief description of the status of your planned activity:**

**Please list all of the agencies/organization and other who have been active partners in this planned activity:**

**Have there been barriers to the success of this planned activity? If so, please describe:**

**What have been the successes related to this planned activity:**

**Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):**

- 

**Any additional comments/questions/concerns:**

**Task 3: Enhance community/school/stakeholder participation in regional YMPEP program**

Activity	Activity Description
<p><b>Activity 3.3</b></p> <p>Identify and collaborate with existing coalitions, community-based resources, and businesses who have a vested</p>	<p>Reach out to current coalitions and groups in the community who are focused on substance abuse prevention among youth and identify how we can work together with them.</p>
	<p><b>Objective/Projected Outcome</b></p>

interest in reducing substance use by youth.	<ul style="list-style-type: none"> <li>Aligns with Objective 2</li> <li>Collaboration with existing groups/organizations to reduce the initiation and use of marijuana in youth 12 to 20</li> </ul>
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**Provide a brief description of the status of your planned activity:**

**Please list all of the agencies/organization and other who have been active partners in this planned activity:**

**Have there been barriers to the success of this planned activity? If so, please describe:**

**What have been the successes related to this planned activity:**

**Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):**

- 

**Any additional comments/questions/concerns:**

**Task 3: Enhance community/school/stakeholder participation in regional YMPEP program**

Activity	Activity Description
<b>Activity 3.4</b> Educate decision-makers on effective substance use prevention policies, strategies and the concept of social norms change.	Research social norm campaigns that have been implemented in other communities and see how similar ones could possibly be implemented in our county. <b>Objective/Projected Outcome</b> <ul style="list-style-type: none"> <li>Aligns with Objective 1</li> <li>Reduce the initiation and use of marijuana</li> </ul>

**Provide a brief description of the status of your planned activity:**

**Please list all of the agencies/organization and other who have been active partners in this planned activity:**

**Have there been barriers to the success of this planned activity? If so, please describe:**

**What have been the successes related to this planned activity:**

**Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):**

- 

**Any additional comments/questions/concerns:**

# VENDOR INVOICE

**VENDOR:**

**ADDRESS:**

**CITY/STATE/ZIP:**


**INVOICE NUMBER:**

**DATE:**


**BILL TO:**

<b>UNITED GENERAL DISTRICT 304                  2241 HOSPITAL DRIVE                  SEDRO WOOLLEY WA 98284</b>
PHONE: 360-854-7170 FAX: 360-856-4970

DESCRIPTION	AMOUNT
<b>TOTAL</b>	

**If you are a new vendor, please attach W9 when invoice is submitted.**

**QUESTIONS:** Contact *Tori Sanchez* - [tori.sanchez@unitedgeneral.org](mailto:tori.sanchez@unitedgeneral.org) 360-854-7154



**ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL**

MEETING DATE	4/26/16
<input checked="" type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	REGULAR AGENDA
<input type="checkbox"/>	PUBLIC HEARING/MTG
<b>C-39-16/R-18-16</b>	
RESOLUTION/ORDINANCE NO	

<b>DEPARTMENT:</b>	Public Works
<b>DIVISION:</b> <i>(if applicable)</i>	Engineering
<b>STAFF CONTACT:</b>	Kyle Carlson
<b>AGENDA SUBJECT:</b>	CRP Initiation for <u>Harrington Lagoon Road</u> , Hidden Beach Drive, and Possession Road Shoulder Repair
<b>BACKGROUND/SUMMARY:</b>	<p><b>WORK SESSION DATE (if applicable)</b> <i>(if applicable)</i> <u>April 20, 2016</u></p> <p>These projects provide for the repair of the shoulders on Harrington Lagoon Road, Hidden Beach Drive, and Possession Road. The work consists of design, engineering, and construction of the shoulders where soil instability has resulted in roadway settling. The work will provide for stabilizing the roadway through the installation of Spiral Nails, Wire Mesh and Coconut Fiber Mat.</p> <p align="center"><i>Resolution C-39-16/R-18-16</i></p>
<b>FISCAL IMPACT/FUNDING SOURCE:</b>	These projects will be funded with local funds with a total expected cost estimated at \$662,000 for all three projects combined. <u>Harrington Lagoon Road Shoulder Repair is estimated at \$168,000</u> , Hidden Beach Drive Shoulder Repair is estimated at \$275,000, and Possession Road Shoulder Repair is estimated at \$219,000.
<b>RECOMMENDED ACTION:</b>	<input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other <i>(describe)</i> _____
<b>SUGGESTED MOTION:</b>	Motion to Approve.

**[BELOW TO BE COMPLETED BY CLERK OF BOARD]**

**BOCC ACTION:**

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ___/___/___ TIME: _____
<input type="checkbox"/>	OTHER _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS** of Island County, Washington.

In the matter of Initiating a County Road Project designated as **CRP 16-04 JL 00565-0002.**

**IT IS HEREBY RESOLVED THAT** Harrington Lagoon Road Shoulder Repair, Road Log No. 49990, located in Sec. 6, Twp. 31N, Rge 2E, WM be improved as follows:

This project will help stabilize the slope on the north side Harrington Lagoon Road by using a spiral nail design, which includes the installation of 12 foot long spiral nails, 8-foot long vertical spiral nails, wire mesh and coconut fiber mat.

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

**IT IS FURTHER RESOLVED** that, based on the County Engineer's estimate, an appropriation from the officially adopted clean water utility fund budget is hereby made in the amounts and for the purposes shown:

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>
<b>Engineering</b>	Preliminary ..... \$ <u>40,000.00</u>
	Construction ..... \$ <u>10,000.00</u>
	Sub-Total ..... \$ <u>50,000.00</u>
<b>Right of Way Acquisition</b>	..... \$ <u>1,000.00</u>
	Engineering & R/W Sub-Total ..... \$ <u>51,000.00</u>
	(Not subject to 36.77.065)
<b>Construction</b>	\$ <u>101,820.00</u>
	Project Sub-Total ..... \$ <u>152,820.00</u>
	Contingencies ..... \$ <u>15,282.00</u>
	<b>TOTAL APPROPRIATION</b> ..... \$ <u>168,102.00</u>

Source of Funds: Roads - \$ 168,102.00 Grant - \$ \_\_\_\_\_ Other \$ \_\_\_\_\_ Source \_\_\_\_\_  
Funds Allocated: Planned \_\_\_\_\_ Secured X

\_\_\_\_\_ This project is included in the officially adopted Annual Construction Program as Item No. \_\_\_\_\_.

X The project is hereby made a part of the officially adopted Annual Construction Program in accordance with RCW 36.91.130 as Item No. 25.

**IT IS FURTHER RESOLVED** that:

X The construction is to be accomplished by contract in accordance with RCW 36.77.020 et seq.

X The construction is to be accomplished by County forces in accordance with RCW 36.77.065 and WAC 136-18.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY WASHINGTON

\_\_\_\_\_  
RICHARD M. HANNOLD, Chair

\_\_\_\_\_  
JILL JOHNSON, Member

ATTEST: \_\_\_\_\_  
DEBBIE THOMPSON  
Clerk of the Board

\_\_\_\_\_  
HELEN PRICE JOHNSON, Member



**ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL**

MEETING DATE 4/26/16
<input checked="" type="checkbox"/> CONSENT AGENDA
<input type="checkbox"/> REGULAR AGENDA
<input type="checkbox"/> PUBLIC HEARING/MTG
C-40 -16/R-19-16
RESOLUTION/ORDINANCE NO

<b>DEPARTMENT:</b>	Public Works
<b>DIVISION:</b> <i>(if applicable)</i>	Engineering
<b>STAFF CONTACT:</b>	Kyle Carlson
<b>AGENDA SUBJECT:</b>	CRP Initiation for Harrington Lagoon Road, <u>Hidden Beach Drive</u> , and Possession Road Shoulder Repair
<b>BACKGROUND/SUMMARY:</b>	<p><b>WORK SESSION DATE (if applicable)</b> <i>(if applicable)</i> <u>April 20, 2016</u></p> <p>These projects provide for the repair of the shoulders on Harrington Lagoon Road, Hidden Beach Drive, and Possession Road. The work consists of design, engineering, and construction of the shoulders where soil instability has resulted in roadway settling. The work will provide for stabilizing the roadway through the installation of Spiral Nails, Wire Mesh and Coconut Fiber Mat.</p> <p align="center"><i>Resolution C-40 -16/R-19-16</i></p>
<b>FISCAL IMPACT/FUNDING SOURCE:</b>	These projects will be funded with local funds with a total expected cost estimated at \$662,000 for all three projects combined. Harrington Lagoon Road Shoulder Repair is estimated at \$168,000, <u>Hidden Beach Drive Shoulder Repair is estimated at \$275,000</u> , and Possession Road Shoulder Repair is estimated at \$219,000.
<b>RECOMMENDED ACTION:</b>	<input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other <i>(describe)</i> _____
<b>SUGGESTED MOTION:</b>	Motion to Approve.

*[BELOW TO BE COMPLETED BY CLERK OF BOARD]*

**BOCC ACTION:**

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ TIME: \_\_\_\_\_
- OTHER \_\_\_\_\_

**BEFORE THE BOARD OF COUNTY COMMISSIONERS** of Island County, Washington.

In the matter of Initiating a County Road Project designated as

**CRP 16-05 JL 00591-0101.**

**IT IS HEREBY RESOLVED THAT** Hidden Beach Drive Shoulder Repair, Road Log No. 35890, located in Sec. 33, Twp. 31N, Rge 2E, WM be improved as follows:

This project will help stabilize the slope on the east side Hidden Beach Drive by using a spiral nail design, which includes the installation of 20-foot long spiral nails, 25-foot long spiral nails, wire mesh and coconut fiber mat

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

**IT IS FURTHER RESOLVED** that, based on the County Engineer's estimate, an appropriation from the officially adopted clean water utility fund budget is hereby made in the amounts and for the purposes shown:

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>
<b>Engineering</b>	Preliminary ..... \$ <u>110,000.00</u>
	Construction ..... \$ <u>10,000.00</u>
	Sub-Total ..... \$ <u>120,000.00</u>
<b>Right of Way Acquisition</b>	..... \$ <u>1,000.00</u>
	Engineering & R/W Sub-Total ..... \$ <u>121,000.00</u>
	(Not subject to 36.77.065)
<b>Construction</b>	\$ <u>129,311.00</u>
	Project Sub-Total ..... \$ <u>250,311.00</u>
	Contingencies ..... \$ <u>25,031.00</u>
	<b>TOTAL APPROPRIATION</b> ..... \$ <u>275,342.00</u>

Source of Funds: Roads - \$ 275,342.00 Grant - \$ \_\_\_\_\_ Other \$ \_\_\_\_\_ Source \_\_\_\_\_  
Funds Allocated: Planned \_\_\_\_\_ Secured X \_\_\_\_\_

\_\_\_\_\_ This project is included in the officially adopted Annual Construction Program as Item No. \_\_\_\_\_.

X The project is hereby made a part of the officially adopted Annual Construction Program in accordance with RCW 36.91.130 as Item No. 26.

**IT IS FURTHER RESOLVED** that:

X The construction is to be accomplished by contract in accordance with RCW 36.77.020 et seq.

\_\_\_\_\_ The construction is to be accomplished by County forces in accordance with RCW 36.77.065 and WAC 136-18.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY WASHINGTON

\_\_\_\_\_  
RICHARD M. HANNOLD, Chair

\_\_\_\_\_  
JILL JOHNSON, Member

ATTEST:  
\_\_\_\_\_  
DEBBIE THOMPSON  
Clerk of the Board

\_\_\_\_\_  
HELEN PRICE JOHNSON, Member



**ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL**

MEETING DATE 4/26/16
<input checked="" type="checkbox"/> CONSENT AGENDA
<input type="checkbox"/> REGULAR AGENDA
<input type="checkbox"/> PUBLIC HEARING/MTG
C-41-16/R-20-16
RESOLUTION/ORDINANCE NO

<b>DEPARTMENT:</b>	Public Works										
<b>DIVISION:</b> <i>(if applicable)</i>	Engineering										
<b>STAFF CONTACT:</b>	Kyle Carlson										
<b>AGENDA SUBJECT:</b>	CRP Initiation for Harrington Lagoon Road, Hidden Beach Drive, and <u>Possession Road Shoulder Repair</u>										
<b>BACKGROUND/SUMMARY:</b>	<p><b>WORK SESSION DATE (if applicable)</b> <i>(if applicable)</i> April 20, 2016</p> <p>These projects provide for the repair of the shoulders on Harrington Lagoon Road, Hidden Beach Drive, and Possession Road. The work consists of design, engineering, and construction of the shoulders where soil instability has resulted in roadway settling. The work will provide for stabilizing the roadway through the installation of Spiral Nails, Wire Mesh and Coconut Fiber Mat.</p> <p align="center"><i>Resolution C-41-16/R-20-16</i></p>										
<b>FISCAL IMPACT/FUNDING SOURCE:</b>	<p>These projects will be funded with local funds with a total expected cost estimated at \$662,000 for all three projects combined. Harrington Lagoon Road Shoulder Repair is estimated at \$168,000, Hidden Beach Drive Shoulder Repair is estimated at \$275,000, and <u>Possession Road Shoulder Repair</u> is estimated at \$219,000.</p>										
<b>RECOMMENDED ACTION:</b>	<table border="0"> <tr> <td><input checked="" type="checkbox"/></td> <td>Approve/Adopt</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Schedule Public Hearing/Meeting</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Continue Public Hearing/Meeting</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Information/Discussion</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Other <i>(describe)</i> _____</td> </tr> </table>	<input checked="" type="checkbox"/>	Approve/Adopt	<input type="checkbox"/>	Schedule Public Hearing/Meeting	<input type="checkbox"/>	Continue Public Hearing/Meeting	<input type="checkbox"/>	Information/Discussion	<input type="checkbox"/>	Other <i>(describe)</i> _____
<input checked="" type="checkbox"/>	Approve/Adopt										
<input type="checkbox"/>	Schedule Public Hearing/Meeting										
<input type="checkbox"/>	Continue Public Hearing/Meeting										
<input type="checkbox"/>	Information/Discussion										
<input type="checkbox"/>	Other <i>(describe)</i> _____										
<b>SUGGESTED MOTION:</b>	Motion to Approve.										

**[BELOW TO BE COMPLETED BY CLERK OF BOARD]**

**BOCC ACTION:**

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ____/____/____ TIME: _____
<input type="checkbox"/>	OTHER _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS** of Island County, Washington.

In the matter of Initiating a County Road Project designated as

**CRP 16-06 JL 01043-0002.**

**IT IS HEREBY RESOLVED THAT** Possession Road Shoulder Repair, Road Log No. 1210, located in Sec. 14, Twp. 28N, Rge 3E, WM be improved as follows:

This project will help stabilize the slope on the east side of Possession Road by using a spiral nail design, which includes the installation of 15-foot long spiral nails, 20-foot long spiral nails, wire mesh and coconut fiber mat

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

**IT IS FURTHER RESOLVED** that, based on the County Engineer's estimate, an appropriation from the officially adopted clean water utility fund budget is hereby made in the amounts and for the purposes shown:

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>
<b>Engineering</b>	Preliminary ..... \$ <u>92,000.00</u> .
	Construction ..... \$ <u>10,000.00</u> .
	Sub-Total ..... \$ <u>102,000.00</u> .
<b>Right of Way Acquisition</b>	..... \$ <u>1,000.00</u> .
	Engineering & R/W Sub-Total ..... \$ <u>103,000.00</u> .
	(Not subject to 36.77.065)
<b>Construction</b>	\$ <u>96,440.00</u> .
	Project Sub-Total ..... \$ <u>199,440.00</u> .
	Contingencies ..... \$ <u>19,944.00</u> .
	<b>TOTAL APPROPRIATION</b> ..... \$ <u>219,384.00</u> .

Source of Funds: Roads - \$ 219,384.00 Grant - \$ \_\_\_\_\_ Other \$ \_\_\_\_\_ Source \_\_\_\_\_  
Funds Allocated: Planned \_\_\_\_\_ Secured X \_\_\_\_\_

\_\_\_\_\_ This project is included in the officially adopted Annual Construction Program as Item No. \_\_\_\_\_.

X The project is hereby made a part of the officially adopted Annual Construction Program in accordance with RCW 36.91.130 as Item No. 27.

**IT IS FURTHER RESOLVED** that:

X The construction is to be accomplished by contract in accordance with RCW 36.77.020 et seq.

\_\_\_\_\_ The construction is to be accomplished by County forces in accordance with RCW 36.77.065 and WAC 136-18.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY WASHINGTON

\_\_\_\_\_  
RICHARD M. HANNOLD, Chair

\_\_\_\_\_  
JILL JOHNSON, Member

\_\_\_\_\_  
HELEN PRICE JOHNSON, Member

ATTEST: \_\_\_\_\_  
DEBBIE THOMPSON  
Clerk of the Board



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE	4-26-16
<input checked="" type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	REGULAR AGENDA
<input type="checkbox"/>	PUBLIC HEARING/MTG
C-42-16/R-21-16	
	RESOLUTION/ORDINANCE NO

<b>DEPARTMENT:</b>	Public Works
<b>DIVISION:</b> <i>(if applicable)</i>	Engineering
<b>STAFF CONTACT:</b>	Paul Nettleton
<b>AGENDA SUBJECT:</b>	Request to approve the county road project and authorize the Call for Bids for the 2016 Whidbey Island HMA Overlays project.
<b>BACKGROUND/SUMMARY:</b>	<b>WORK SESSION DATE (if applicable)</b> <i>(if applicable) 3 February 2016</i> <b>The Process:</b> The Board of County Commissioners reviewed and approved the 2016 Pavement Preservation Program during its February 3 <sup>rd</sup> 2016 Work Session. <b>The Program:</b> The program provides for the placing of HMA CL.1/2" & CL.3/8" for improvements and currently represents 9.6 of Whidbey Island County road centerline miles proposed to be resurfaced with Structural HMA Overlays in 2016. The program is estimated to cost between \$1,270,000 to \$1,460,000. <i>Resolution C-42-16/R-21-16</i>
<b>FISCAL IMPACT/FUNDING SOURCE:</b>	Locally Funded
<b>RECOMMENDED ACTION:</b>	<input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other <i>(describe)</i> _____
<b>SUGGESTED MOTION:</b>	Authorize the Call for Bids for the 2016 Whidbey Island HMA Overlays JL#01111-0302.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ____/____/____ TIME: _____
<input type="checkbox"/>	OTHER _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF APPROVING PLANS )  
& SPECIFICATIONS AND AUTHORIZING ) RESOLUTION NO. C-42 -16  
CALL FOR BIDS FOR 2016 WHIDBEY ) R- 21 -16  
ISLAND HMA OVERLAYS, CRP 16-02/ )  
JL NO 01111-0302 )

**WHEREAS**, sufficient funds are available in the Island County Road Fund for 2016 Miscellaneous HMA Asphalt Overlays, Whidbey Island. NOW, THEREFORE,

**BE IT HEREBY RESOLVED** that the Plans and Specifications are approved and that the County Engineer is authorized and directed to call for bids for furnishing said construction. Bid Opening is to be the 10<sup>th</sup> day of May, 2016 at 2:30 P.M. in Room 116, County Administration Building 1 NE 7<sup>th</sup> Street, Coupeville, Washington 98239.

ADOPTED this \_\_\_\_ day of April, 2016.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

\_\_\_\_\_  
RICHARD M. HANNOLD, Chair

\_\_\_\_\_  
JILL JOHNSON, Member

\_\_\_\_\_  
HELEN PRICE JOHNSON, Member

ATTEST: \_\_\_\_\_  
DEBBIE THOMPSON  
Clerk of the Board

C-42-14

**2016 WHIDBEY ISLAND HMA OVERLAYS  
WHIDBEY ISLAND  
CRP #16-02, JL #01111-0302  
CONTRACT PROVISIONS**

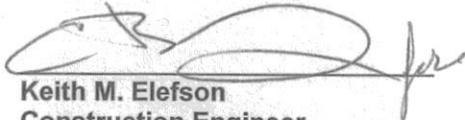
**April 2016**



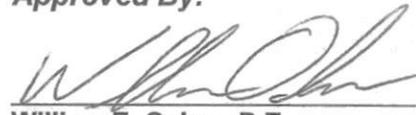
**Island County Public Works**

**Roads Division  
Annex Building  
1 NE 6<sup>th</sup> Street  
P.O. Box 5000  
Coupeville, WA 98239-5000**

**Recommended for Approval By:**

  
Keith M. Elefson  
Construction Engineer

**Approved By:**

  
William E. Oakes, P.E.  
Director/County Engineer

**Pre Bid Info:** There is no pre-bid conference or site tour scheduled. The site is open to the public.

**Bids Due:** At the County Auditor's Office by 2:00 PM on Tuesday May 10, 2016.

Attention: Cher Lafferty

Mailing Address: P.O. Box 5000, Coupeville, WA 98239

Physical Address: County Administration Building, 1 NE Seventh Street,  
Coupeville, WA

**Bid Opening:** 2:30 PM on Tuesday May 10, 2016 in Room 116

County Administration Building

1 NE 7th Street

Coupeville, Washington

Set No. \_\_\_\_\_

**2016 WHIDBEY ISLAND HMA OVERLAYS  
WHIDBEY ISLAND  
CRP 16-02, JL 01111-0302**

**SPECIAL PROVISIONS  
PROFESSIONAL ENGINEERS APPROVAL**

All Specifications as listed on the Table of Contents and the Special Provisions shall be deemed approved by the signature and stamp below.

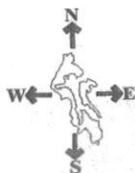
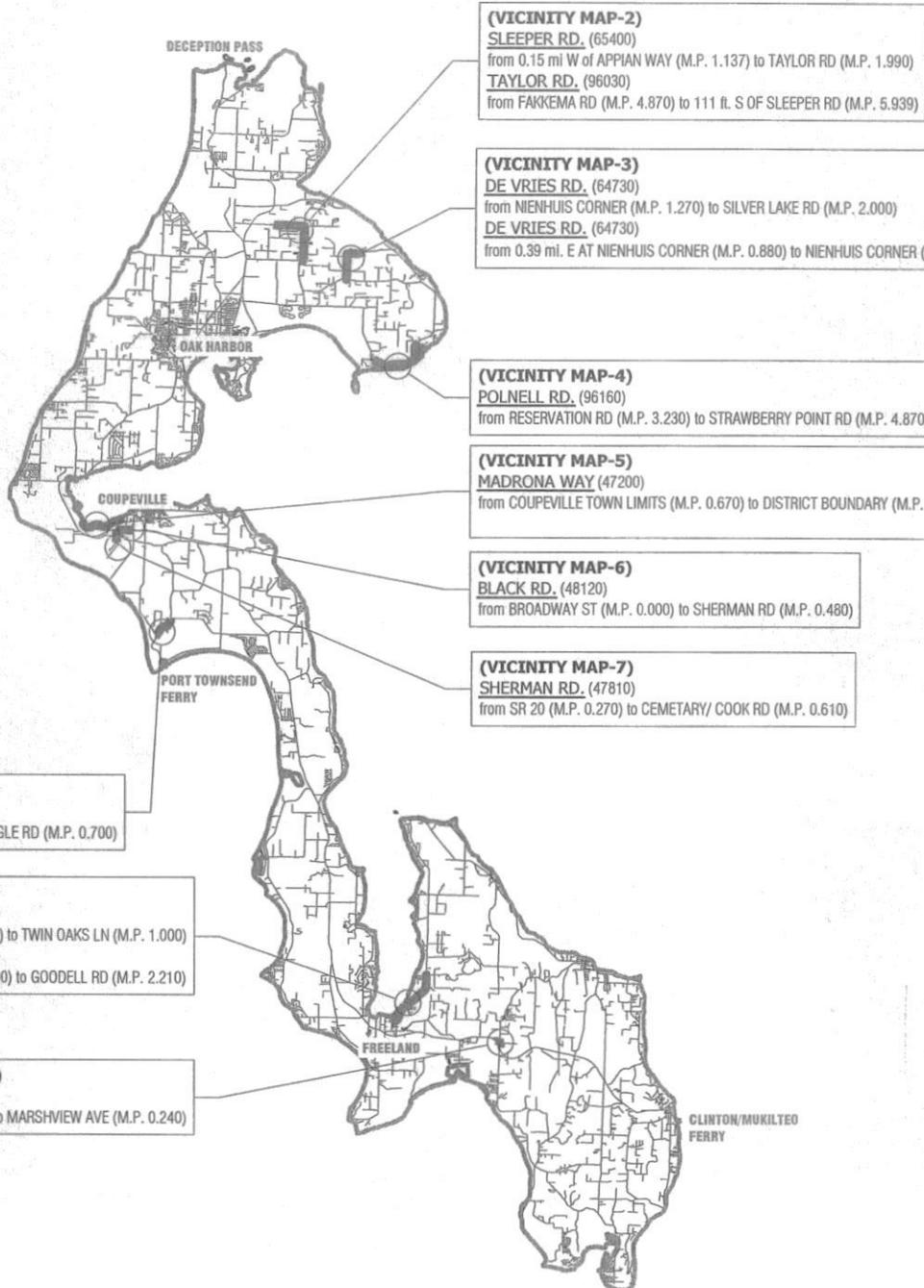


Date: 4/15/2016

# VICINITY MAP-1

WHIDBEY ISLAND, ISLAND COUNTY, WASHINGTON

## PROJECT LOCATION





ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 4/26/16

CONSENT AGENDA  
 REGULAR AGENDA  
 PUBLIC HEARING/MTG  
 RESOLUTION/ORDINANCE NO

DEPARTMENT: Public Works

DIVISION: (if applicable) Roads

STAFF CONTACT: Bill Oakes

AGENDA SUBJECT: Interlocal Agreement for Mutual Aid & Cooperation of auction Services between the City of Oak Harbor and Island County

BACKGROUND/SUMMARY: WORK SESSION DATE: (if applicable) 4/20/2016

This agreement will allow Island County to participate in Oak Harbor's city auction of surplus items the City is scheduled to have in June 2016 by transporting our surplus items to the designated site according to the process as outlined in the agreement.

FISCAL IMPACT/FUNDING SOURCE: None

RECOMMENDED ACTION:

- Approve/Adopt  
 Schedule Public Hearing/Meeting  
 Continue Public Hearing/Meeting  
 Information/Discussion  
 Other (describe) \_\_\_\_\_

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED  
 DENIED  
 TABLED/DEFERRED/NO ACTION TAKEN  
 CONTINUED TO DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ TIME: \_\_\_\_\_  
 OTHER \_\_\_\_\_

**INTERLOCAL AGREEMENT FOR MUTAL AID AND COOPERATION OF AUCTION SERVICES BETWEEN THE CITY OF OAK HARBOR, WASHINGTON AND THE ISLAND COUNTY, WASHINGTON**

**THIS AGREEMENT** is made and entered into this 5<sup>th</sup> day of April, 2016, by and between the CITY OF OAK HARBOR, WASHINGTON, a municipal corporation, hereinafter referred to as "Oak Harbor", and ISLAND COUNTY, WASHINGTON, a municipal corporation, hereinafter referred to as "Island County".

**WINESSETH:**

**WHEREAS**, Island County desires to join the City of Oak Harbor in the annual City-Wide Auction; and

**WHEREAS**, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

**Purpose:** The purpose of this agreement is to establish mutual aid and cooperation in allowing both Oak Harbor and Island County to join together to surplus items via an auction method.

**Responsibilities of Oak Harbor:** Oak Harbor shall have the following duties and responsibilities under this Agreement;

1. Oak Harbor will procure the Auctioneer and be responsible of all transactions with said vendor.
2. Oak Harbor will provide the auction site and all security necessary to ensure auction items are stored, sold and removed from site.
3. Oak Harbor will pay their fair share of operating and advertising costs.
4. Oak Harbor will pay the 8% auction fee based on the gross total of Oak Harbor items.

**Responsibilities of Island County:** Island County shall have the following duties and responsibilities under this Agreement;

1. Island County will surplus their items as outlined in their surplus and disposal procedures.
2. Island County will provide Oak Harbor with a detailed list of items to be sold.
3. Island County will provide Oak Harbor with all surplus vehicle and equipment titles, if applicable.
4. Island County will transport all items to designated area by the designated time set forward by the auctioneer.
5. Island County will pay their fair share of operating and advertising costs.
6. Island County will pay the 8% auction fee based on the gross total of Island County items.

**Representation, Warranties, and Indemnities:**

- A. Oak Harbor represents and warrants to Island County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. Island County represents and warrants to Oak Harbor that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. It is understood and agreed between the parties hereto that both Oak Harbor and Island County agree to protect, defend, indemnify and hold harmless one another, its council, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs, and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of the Agreement by either party.

**Duration of Agreement.** This agreement will expire June 30, 2016.

**Termination of Agreement.** Either party may terminate this Agreement, by providing written notice to the designated contact for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

**Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

**No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

**Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**Interlocal Cooperation Act.** No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. Oak Harbor shall be designated as the Administrator of this Interlocal Agreement.

**Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

**Insurance.** Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.

**Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

**Litigation.** In the event that any suite or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce and interpret this Agreement shall lie in the Superior Court for Island County, Washington.

**Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

**To Oak Harbor:**

Robert Severns  
Mayor  
865 SE Barrington Drive  
Oak Harbor, WA 98277

**To Island County:**

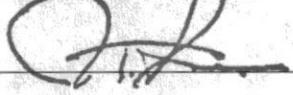
Matt Nienhuis  
Maintenance Superintendent  
Island County Public Works  
P.O. Box 5000  
Coupeville, WA 98239

**Filing of Agreement.** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

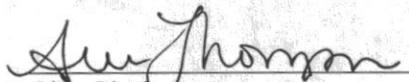
**IN WITNESS WHEREOF** said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first above written.

ENTERED this 5<sup>th</sup> day of April, 2016.

**CITY OF OAK HARBOR**

  
\_\_\_\_\_  
Mayor

**ATTEST:**

  
\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
City Attorney

**ISLAND COUNTY**

(Title)

ATTEST:

(Title)

APPROVED AS TO FORM:

(Title)

INTERLOCAL AGREEMENT

City of Oak Harbor and Island County

Mutual aid & cooperation of auction services between agencies

Accepted and Approved:

**BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY WASHINGTON**

\_\_\_\_\_  
RICHARD M. HANNOLD, Chair

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

ATTEST: \_\_\_\_\_  
DEBBIE THOMPSON  
Clerk of the Board



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 4/26/16

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

RESOLUTION/ORDINANCE NO

DEPARTMENT: Sheriff

DIVISION: (if applicable)

STAFF CONTACT: Jose Briones

AGENDA SUBJECT **Island County Jail Interagency Contract with Washington State Department of Corrections.**  
Agreement to house inmates. Contract period: January 1, 2016 to December 31, 2019; Amount: \$85.00 per day  
(RM-SHER-2016-57)

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) \_\_\_02/2/16\_\_\_\_\_

3 year agreement to house Department of Corrections inmates.

FISCAL IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

- Approve/Adopt  
 Schedule Public Hearing/Meeting  
 Continue Public Hearing/Meeting  
 Information/Discussion  
 Other (describe) \_\_\_\_\_

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED  
 DENIED  
 TABLED/DEFERRED/NO ACTION TAKEN  
 CONTINUED TO DATE: \_\_\_/\_\_\_/\_\_\_ TIME: \_\_\_\_\_  
 OTHER \_\_\_\_\_

## INTERAGENCY CONTRACT

### PURPOSE

This Contract is entered into by Island County (hereinafter Contractor) and the Department of Corrections (hereinafter Department or DOC) for the purpose of maximizing the efficient and cost effective use of existing resources and to provide adequate facilities and programs for the confinement, care, and treatment of Department offenders in accord with the provisions of RCW 39.34 and RCW 72.68.040. The Department and the Contractor specifically find this Contract is necessary and desirable in order to provide adequate confinement, housing and care to the Department offenders transferred to and detained by the Contractor pursuant to RCW 9.94A.631.

In consideration of the promises, payments, covenants and agreements contained in this Contract, the parties agree as follows:

### Article I DEFINITIONS

**Section 1.1** Contractor – means Island County and its employees, licensed practitioners, contractors, vendors, and volunteers.

**Section 1.2** Contractor inmate - means any resident of the Facility who is not a Department offender.

**Section 1.3** Department or DOC – means the Department of Corrections of the state of Washington; any division, section, office, unit or other entity of the Department; or any of the officers or other officials lawfully representing the Department.

**Section 1.4** Department offender - means any offender under the Department's jurisdiction.

**Section 1.5** DOC Utilization Management Office – means the Department's medical contact that receives, reviews, and approves Contractor's non-Formulary and extraordinary medical care requests to provide necessary medical care to Department offenders. The Nurse Desk is available telephonically 24 hours a day, 7 days a week at 360-725-8733 and during normal business hours via email at [NurseDesk@DOC1.wa.gov](mailto:NurseDesk@DOC1.wa.gov).

**Section 1.6** Extraordinary medical care - means medically necessary medical, psychiatric or dental care that is not commonly available through the Facility's health services and incurs additional cost. This may include, but is not limited to, extraordinary medications such as immunosuppressive drugs, and hepatitis C treatment and HIV medications.

**Section 1.7** Facility - means the Contractor's non-Department operated correctional facility used for the total confinement of Department offenders and Contractor inmates.

**Section 1.8 Formulary** - means the Department Pharmaceutical Management and Formulary Manual. The Formulary can be viewed at:

<http://doc.wa.gov/business/healthcareproviders/default.asp>

**Section 1.8.1 Formulary medication(s)** - means the medication(s) medically necessary according to the Offender Health Plan.

**Section 1.8.2 Restricted Formulary medication(s)** means the medication(s) is medically necessary but the use is restricted to cases where there has been a documented failure of a Formulary medication(s) or to certain populations or disease states.

**Section 1.8.3 Non-Formulary medication(s)** – means the medication(s) is not a part of the Formulary. Non-Formulary medication(s) is not generally prescribed in the Department.

**Section 1.9 In-Facility care** - means medical, mental health and dental care provided as part of the per diem to include all over-the-counter medication, which is any medication that does not require a prescription, and routine medical supplies, routine medical/psychiatric/dental care, regular health screenings, and emergent medical treatment provided on-site at the Facility that is undistinguishable from services provided to Contractor inmates.

**Section 1.10 Licensed practitioner** - means any licensed health care practitioner performing services within the person's authorized scope of practice following RCW Title 18.

**Section 1.11 Medicaid** – means Title XIX of the Social Security Act enacted by the social security amendments of 1965 (42 U.S.C. Sec. 1396; 79 Stat. 343), as amended.

**Section 1.12 Medically necessary care** - means medical care that meets one or more of the following criteria for a given patient at a given time:

**Section 1.12.1** Is essential to life or preservation of limb, OR

**Section 1.12.2** Reduces intractable pain, OR

**Section 1.12.3** Prevents significant deterioration of activities of daily living OR

**Section 1.12.4** Is of proven value to significantly reduce the risk of one of the three outcomes above (e.g. certain immunizations), OR

**Section 1.12.5** Immediate intervention is not medically necessary, but delay of care would make future care or intervention for intractable pain or preservation of activities of daily living, significantly more dangerous, complicated, or significantly less likely to succeed, OR

**Section 1.12.6** Reduces severe psychiatric symptoms to a degree that permits engagement in programming that advances correctional interests, OR

**Section 1.12.7** Is described as part of a Departmental policy or health care protocol or guideline and delivered according to such policy, protocol, or guideline, OR

**Section 1.12.8** From a public health perspective, is necessary for the health and safety of a

community of individuals and is medically appropriate, but may not be medically necessary for the individual (for example, treatment for head lice);

**Section 1.12.9** Not considered experimental or to be lacking in medically recognized professional documentation of efficacy; and,

**Section 1.12.10** Not administered solely for the convenience of the offender or the health care provider.

**Section 1.13** **Offender day** –means any day a Department offender is in the custody of the Contractor, including the first day the offender enters the Facility to serve a Department sanction of a term of confinement to be served in the Facility. An Offender day does not include the day when the Department offender leaves the custody of the Contractor due to release to the community, transfer to a Department institution, transfer to another Facility, or release to the custody of the Department. An offender day ends at midnight.

**Section 1.14** **Offender Health Plan** – means the Department’s Offender Health Plan (OHP) that describes the medically necessary medical, mental health, and dental services available to Department offenders, as well as the services that are limited or not available. The OHP is not a contract or a guarantee of services to Department offenders. The OHP can be reviewed at <http://doc.wa.gov/family/Offenderlife/docs/OffenderHealthPlan.pdf>.

**Section 1.15** **Pre-authorization procedure** – means the procedure by which the Contractor must contact the Department’s Nurse Desk at the Department’s Utilization Management Office to obtain the Department’s authorization prior to providing to Department offenders the extraordinary medically necessary care or care beyond what is normally provided to Contractor’s inmates, or prior to using restricted Formulary or non-Formulary medication(s) on Department offenders.

**Section 1.16** **Per diem rate**- means the amount per day per Department offender that the Contractor will be reimbursed by the Department for all in-Facility care, including but not limited to all medical, mental health, dental, food, clothing and housing which are the same or similar that is provided to Contractor inmates.

**Section 1.17** **Secretary** - means the Secretary of the Department and delegates authorized in writing to act on the Secretary’s behalf.

## Article II

### TERM OF THE CONTRACT/PAYMENT

**Section 2.1** **Term.** This Contract supersedes all previous oral and written contracts and agreements between the parties relating to the confinement, care, and treatment of Department offenders. This Contract commences on January 1, 2016, and continues through December 31, 2018, unless terminated by either party pursuant to this Contract.

**Section 2.2** **Termination.** This Contract may be terminated by either party, without cause,

upon sixty (60) days written notice to the other party. Not later than 60 days after the receipt or delivery of a termination notice, the Department agrees to take physical custody of Department offenders confined at the Facility pursuant to this Contract.

However, if the Department offender is held pursuant to RCW 9.94A.631, the Contractor may not require the Department to move the Department offender. Additionally, if this contract is terminated and Department offenders remain detained pursuant to RCW 9.94A.631, then the Department's per diem will revert to the Office of Financial Management (OFM) established rate.

The Contractor and the Department agree to waive the written notice requirement if either party in its sole discretion, determines there is an immediate threat to public safety, health, or welfare that requires contract termination. In such cases, both parties agree to provide verbal and written notice of the termination as soon as possible.

**Section 2.3 Termination Due to Non-Appropriation of Funds.** The terms of this Contract are contingent upon sufficient appropriations by the Washington State Legislature to the Department to pay sums pursuant to this Contract. If the Legislature does not allocate sufficient appropriations, this Contract shall terminate immediately without penalty and without the sixty (60) day notice period. The Department is responsible for the services provided to Department offenders prior to termination and removal of Department offenders, as prescribed by law.

**Section 2.4 Per Diem Billing.** The per diem rate is \$85.00 per Department offender. The Contractor agrees to only bill the Department monthly for the actual bed days used by Department offenders in the preceding month. The Contractor also agrees that it will not bill the Department for any bed day that is the financial responsibility of any other jurisdiction, and that it will submit monthly itemized bills to the Department in an electronic spreadsheet format that includes the offender's name, DOC number, date of birth, and dates the offender was held by the Contractor under the Department's authority. If applicable, the Contractor agrees to identify in the monthly bill, any beds that are being counted toward the day-for-day exchange for any Contractor boarder being held by the Department in a Department institution.

**Section 2.4.1** The Contractor agrees to run all sanctions imposed by the Department consecutively to all other sanctions and/or sentences imposed by any other jurisdiction, unless a court order requires them to run concurrently.

**Section 2.4.2** The Department's financial responsibilities under this Contract terminate when the Department takes custody of the Department offender, when the Department's sanction has been served, or when the Department's hold or detainer is no longer valid, whichever is earlier.

Article III  
RESPONSIBILITIES

**Section 3.1** Target Population. Department offenders transferred to the Contractor will be primarily, but not exclusively, those who are in violation of community supervision requirements or who are awaiting a hearing on alleged violations, parenting sentencing alternative violators, and work release violators.

**Section 3.2** Offender Housing, Confinement and Sanction time. The Contractor agrees to take into custody, confine and supervise Department offenders in the Facility pursuant to this Contract. Department offenders may be integrated with the Contractor's inmate population, as allowed by law, regulation, and ordinance. Placement of Department offenders in the Facility following this Contract may occur at any time after the beginning of the term of this Contract, pursuant to this contract.

However, in the absence of a contract, if a community corrections officer arrests or causes the arrest of an offender pursuant to RCW 9.94A.631, the offender shall be taken into custody, confined and detained and shall not be released from custody except upon approval pursuant to a written order by authorized Department staff.

**Section 3.2.1** Each party agrees that Department offenders shall serve any Department imposed sanction time consecutive to all other sentences and to non-DOC confinement, pursuant to RCW 9.94A.171(3), RCW 9.94A.589(2)(a) and RCW 9.94A.505(6), unless a Court of competent jurisdiction orders otherwise. In the event this occurs, the Contractor agrees to provide the Department with a copy of the Court's order.

**Section 3.2.2** Each party agrees to notify the other in writing any time the Department's jurisdiction has been tolled, or should be tolled by non-DOC confinement pursuant to RCW 9.94A.171(3), RCW 9.94A.589(2)(a) or RCW 9.94A.505(6).

**Section 3.2.3** The Contractor agrees that the Department shall not be financially responsible for any Department offender during the period the Department offender is serving consecutive non-DOC confinement.

**Section 3.3** Transportation of Department Offenders

**Section 3.3.1** The Department agrees to provide or arrange for transportation of Department offenders to and from the Facility except when the transportation is determined by Facility staff to be necessary to secure an emergency medical evaluation or treatment, or when transportation is required to support the orderly operation of the Facility, in which case the Contractor shall provide the transportation.

**Section 3.3.2** The Contractor agrees to provide transportation, if the Contractor has

transportation, to and from designated sites on its regularly scheduled trips and to assist, when possible, in the transportation of Department offenders to and from other facilities in surrounding counties, including placing Department offenders on the Contractor's transportation during regularly scheduled trips.

**Section 3.3.3** The Department agrees to reimburse the Contractor for all reasonable costs incurred by the Contractor for its transports of Department offenders in response to a request by the Department, unless the Department offender is transported by the Contractor during the Contractor's regularly scheduled trip. See Attachment A.

**Section 3.3.4** The Department shall be responsible for the transportation of Department offenders to and from Department institutions. The Department agrees to provide the Contractor a minimum of 24 hours written notice prior to transporting a Department offender from the Facility. Nothing in this section precludes the Contractor from waiving the 24 hour written notice requirement.

**Section 3.4 Return of Department Offenders to the Department.**

**Section 3.4.1** Return of Department offenders to Department. The Department may demand that a Department offender be returned to Department custody at any time. The return will be at the Department's expense unless the Department offender is transported by the Contractor during a Contractor's regularly scheduled trip to the scheduled destination.

**Section 3.4.2** Contractor's Return of Department offenders. The Contractor may request to return a Department offender to the Department's custody at any time for documented behavioral or medical/mental health problems that the Contractor is unable to manage. The Department agrees to accept custody as soon as possible, but not later than seven days after receiving the Contractor's request. If the Contractor requests the Department offender's return, and the Department cannot meet the Contractor's timeframe, then the Contractor may transport the offender to the nearest Department designated location.

**Section 3.4.3** Court's Return of Department Offenders. If a Court of competent jurisdiction orders a Department offender to be returned to the Department, then the Department agrees that it will accept custody as soon as possible, but no later than seven days after receiving notice. The Department shall be responsible for the Department offender's transportation to the nearest suitable Department designated location, unless the offender can be transported by the Contractor during the Contractor's regularly-scheduled trip.

**Section 3.5 Return of Department Offender to the Community.** Prior to releasing a Department offender to the community, the Contractor agrees to complete a national "Wants and Warrants" check as indicted below, and to notify the Department and any interested

jurisdiction of the Department offender's pending release. The notification shall occur at least seven business days prior to a Department offender's release to the community due to the Department offender's completion of a sanction or sentence. In extenuating circumstances, the notification may occur less than seven business days prior to release, but in no event may it occur later than 24 hours prior to release. The Department offender may be released to the community when the Department's sanction has been served, or when the Department's hold or detainer is no longer valid. See Attachment A.

**Section 3.6** **Jurisdiction.** Department offenders placed in the Contractor's custody are under the Department's jurisdiction. However, upon the Department offender's placement at the Facility, the Department authorizes the Contractor to assume custody. The Department agrees to provide the Contractor with documentation of the Contractor's authority to detain the offender.

**Section 3.7** **Public Records.** Both parties agree to comply with Washington State's Public Records Act, RCW 42.56.040 through 42.56.570 (act). The act requires each party to make available for inspection and copying nonexempt "public records." A "public record" includes any "writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained" by the party in accord with RCW 42.56.070(1).

**Section 3.8** **Medical Care.** It is the intent of the parties that Department offenders in the Contractor's custody receive safe, appropriate and cost-effective medical care consistent with the Department's Offender Health Plan and **Attachment B**.

**Section 3.8.1** **Contractor Responsibilities.**

**3.8.1.1** The Contractor agrees to provide Department offenders in the Facility care equivalent to the care provided to Contractor inmates. The Contractor agrees to provide Department offenders 24-hour access to emergency medical care. The Contractor agrees to provide the most cost-effective, medically appropriate method of transportation and security for all Department offenders taken out of the Facility, to in-county emergent and non-emergent medical appointments. The Contractor may require Department offenders to pay co-pay fees for medications.

**3.8.1.2** The Contractor agrees to follow the Department's pre-authorization procedure through the Department's Utilization Management Office for all extraordinary medically necessary care provided to Department offenders and for all health care provided to Department offenders beyond what is normally provided to Contractor's inmates, and for the use of restricted Formulary and non-Formulary medication(s) for Department offenders. The use of Formulary medications requires no

pre-authorization for use, provided the criteria listed in the Formulary are met.

**3.8.1.3 ONLY the Department's Nurse Desk can authorize the transfer of a Department offender from the Facility for medical reasons.**

3.8.1.4 In an emergency, when pre-authorization is not feasible, the Contractor agrees to notify the Department, as soon as possible, but not later than four hours after transporting a Department offender to the nearest emergency room or other medical facility and before any hospital admission. The Contractor agrees to be financially responsible for all health care provided to Department offenders that is not pre-authorized unless it is both emergent and medically necessary.

3.8.1.5 Following the OHP and consistent with RCW 70.48.130(2), the Department does not consider experimental or elective procedures to be medically necessary. The Department will not reimburse for elective or experimental medical procedures. The Department will not be responsible for the payment of or for medical care required as a result of any tort committed by the Contractor, or its employees, or by its agents, contractors, vendors, or volunteers in the course of their providing services to Department offenders, or for care which could have foreseeably been prevented.

3.8.1.6 The Contractor agrees to be financially responsible for all unauthorized, non-emergent and non-medically necessary health care provided to Department offenders.

3.8.1.7 The Contractor agrees to be financially responsible for any medical costs incurred due to the negligent action or inaction of Contractor's employees.

3.8.1.8 Extraordinary medical care costs may be billed to the Department only if pre-authorized by the Department.

**Section 3.8.2 Department Responsibilities.**

3.8.2.1 The Department agrees to be financially responsible for pre-authorized extraordinary medical care provided by the Contractor to Department offenders that is consistent with this Contract, the OHP and the Formulary.

3.8.2.2 If the Department offender is under the exclusive jurisdiction of the Department, then the Department may authorize medically necessary

care. However, if it is later determined that another jurisdiction(s) or entity is financially responsible; then the Department may decline to pay for part or all of the costs associated with the medically necessary care.

- 3.8.2.3 The Department agrees to reimburse the Contractor for emergency medical costs incurred by a Department offender under the conditions of this Contract. Emergency medical care costs may include a facility fee, physician services, labs and x-rays. The Department is not obligated to reimburse the Contractor for medical care or treatment provided to a Department offender without the Department's pre-authorization in a nonemergency, or without the notice required by paragraph 3.8.1.4 in emergency situations.
- 3.8.2.4 The Department may, at its option, request that the Contractor return a Department offender to the Department's custody for medical reasons. The Department's medical financial responsibilities under this Contract terminate when the Department takes custody of the offender, when the Department's sanction has been served, or when the Department's hold or detainer is no longer valid, whichever is earlier.
- 3.8.2.5 The Department at its sole discretion may provide Department offenders prescription medications, or reimburse the Contractor for prescription medications that the Contractor provides, as long as the Contractor-provided prescription medications are consistent with the Offender Health Plan and the Formulary. Restricted Formulary and non-Formulary medications must be pre-authorized by the Department's Utilization Management Office. **See Attachment B.**

### Section 3.8.3 Safe Transfer of Care.

3.8.3.1 HIPAA – Both parties agree to follow the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPPA protects the privacy of individually identifiable protected health information. It allows the exchange of this information between the Department and the Contractor for the purpose of billing and payment. This allows the Contractor to provide the Department with information documenting the Contractor's treatment activities so that the Contractor can receive reimbursement under this Contract for costs of health care provided to Department offenders. See CFR 45 § 164.506. HIPPA also clarifies the standard for use and disclosure for correctional institutions and other law enforcement custodial situations in CFR 45 §164.512.

- 3.8.3.2 The Contractor agrees to consult with a registered nurse at the receiving facility and/or the Department's Utilization Management Office prior to

transferring a Department offender for medical reasons. "Transferring," as used in this section, includes moving the Department offender into the Contractor's medical unit within the Facility.

3.8.3.3 The Contractor also agrees to consult telephonically with the medical staff at any facility receiving the Department offender and agrees to transport, with the Department offender, any applicable medical records, current care instructions, and all appropriately labeled medications. The medical record shall at a minimum include the Department offender's name, DOC number, date of birth, any known allergies, current medication list, and description of current medical problem(s), the Facility medical care previously provided, and the Facility medical staff contact information.

3.8.3.4 The Department agrees to transport, with the Department offender, any applicable medical records, current care instructions, and all appropriately labeled medications. The medical record shall at a minimum include the Department offender's name, DOC number, date of birth, any known allergies, current medication list and description of current medical problem(s), the Facility medical care previously provided, and the Department's institutional medical staff contact information.

**Section 3.8.4 Medical Care Utilization Review.** The Contractor agrees to allow the Department and its agents to conduct concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department offenders. The Contractor agrees that any and all of its medical service contracts will include authorization for the Department's concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department offenders.

**Section 3.8.5 Medical Billing.** Contractor costs incurred for a Department offender's medical care not included in the per diem will be reimbursed by the Department consistent with this Contract and **Attachment B**.

The Contractor agrees to electronically send itemized monthly bills to the Department at: [DOCHOMedicalRAB@DOC1.WA.GOV](mailto:DOCHOMedicalRAB@DOC1.WA.GOV).

The itemized reimbursement claims must contain the Department offender's name and DOC number and attached supporting documentation of the service provided that includes the date(s) of service, the name of the practitioner who ordered the service, details of the service/item(s) provided, the prescriptions(s) provided, the facility(s) that provided the service(s), and a copy of any health care claims paid to off-site providers.

The Contractor agrees to submit itemized billing statements electronically to the

Department for reimbursement and data collection purposes. If billings received do not contain the detailed information or supporting documents required, they will be returned to the Contractor and not processed.

The Contractor agrees to submit itemized bills for medical services no later than six months after the date of service. **If medical or pharmaceutical bills are received 365 days or more after the date of service, the Department may decline to reimburse the Contractor for those bills.**

**Section 3.9 Notification of Release Date.** The Department agrees to calculate a Department offender's release date and to notify the Contractor, in writing, of the Department offender's release date from a Department imposed sanction. The Contractor will not release a Department offender unless the Department's sanction has been served, or when the Department's hold or detainer is no longer valid.

**Section 3.10 Contract Coordinator.** Each party agrees to identify a coordinator who is responsible for administering the Contract on behalf of that party. Should the coordinator be absent for an extended period of time, the coordinator shall arrange for, and notify the other party in writing of, the alternate contact person during the coordinator's absence. The DOC Contract Coordinator's contact information is provided in **Attachment A**.

**Section 3.11 Facility Space for Violation Hearings and Reviews.** The Contractor agrees to provide Department staff and officers suitable facilities for conducting Department offender hearings and reviews Monday through Friday during normal business hours and at other times upon written notice.

The Contractor will provide a room with sufficient confidential space to safely and efficiently conduct Department offender hearings and reviews. Sufficient space means that the room provided will allow all participants to hear the proceedings and must be of a size sufficient to accommodate at least three sitting people and must be equipped with overhead lighting, at least one electrical power/outlet, a desk, three chairs, and a working telephone with a line able to call local and long distance telephone numbers outside the Facility.

Where possible the Contractor agrees to provide a means for contacting the Contractor during the hearing. If a "panic button" or other method is not available, the Contractor agrees to ensure Department offenders remain restrained during Department hearings and reviews.

**Section 3.12 Inspections.** The Contractor agrees to allow the Department and its agents to inspect and audit the Facility(s) with or without advance notice. The inspection/audit may include, but is not limited to: reviewing holding and detaining facilities, expense reports, and Department offender medical records and interviewing Department offenders.

**Section 3.13 Offender Programs.** Department offenders will have the same access to programs provided to Contractor inmates housed in the Facility. Should the Department elect

to provide additional programs for Department offenders at the Department's expense, the Contractor agrees to provide workspace to conduct those programs, provided that such space is available and not being used by the Contractor.

**Section 3.14 Orientation.** Upon a Department offender's arrival at the Facility, the Contractor agrees to fingerprint, conduct an NCIC check and provide an orientation for the Department offender in the same manner as for a Contractor inmate. This orientation must include the Facility's: 1) requirements for work; 2) Facility rules and disciplinary procedures; 3) medical care availability; and 4) visitation rules.

The Department will advise Department offenders of the requirement to follow the rules of the Facility.

**Section 3.15 Clothing.**

**Section 3.15.1** Clothing and bedding for Department offenders will be provided and maintained in accordance with the Facility's policies.

**Section 3.15.2** The Contractor agrees to provide work clothing and equipment appropriate to a Department offender's assignment to the same extent as provided to Contractor inmates.

**Section 3.15.3** The Contractor agrees to furnish Department offenders with climate appropriate outerwear to the same extent as provided to Contractor inmates.

**Section 3.15.4** Department offenders will be released in the clothing in which they arrived or in Department-provided apparel.

**Section 3.16 Transferable Items.** Each party agrees to provide the other with a list of allowable items that may be transferred with a Department offender.

**Section 3.17 Compensation for Work.** The Contractor agrees to provide Department offenders who participate in Contractor employment the same reimbursement, if any, as provided to Contractor inmates performing similar work.

**Section 3.18 Discipline.** The Contractor may discipline Department offenders in accordance with the Contractor's rules and disciplinary procedures. The Contractor agrees to notify the Department as soon as possible but not later than 72 hours after disciplining a Department offender or after a referral for criminal charges. In such cases, the Department reserves the right to determine if the Department offender's misconduct should also be addressed through the Department's violation and hearing processes.

The Contractor reserves the right to refer a Department offender's misconduct for new criminal charges and the right to move Department offenders to more secure housing within the Facility

consistent with the Contractor's policies, procedures and prudent facility management practices. The Contractor may require the Department to retake custody of any Department offender whose behavior requires segregated or protective housing pursuant to this Contract. The Department may request a Department offender be returned to the Department if the Department offender's behavior or health requires segregated or protective housing pursuant to this Contract.

**Section 3.19 Facility Operations.** The Contractor agrees to manage Department offenders consistent with the management of Contractor inmates and in accordance with the law. The Contractor agrees to maintain staffing levels at the Facility in sufficient numbers and rank to maintain the safety of the public, staff, Contractor inmates, and Department offenders and to reasonably carry out the provisions of this Contract.

**Section 3.20 Religious Opportunity.** The Contractor agrees to provide Department offenders the same space and opportunity for religious services as provided to Contractor inmates.

**Section 3.21 Telephone.** The Contractor agrees to provide Department offenders access to telephone services consistent with telephone services provided to Contractor inmates.

**Section 3.22 Commissary and Mail.** The Contractor agrees to provide Department offenders commissary and mail services consistent with commissary and mail services provided to Contractor inmates.

**Section 3.23 Offender Funds.** The Contractor agrees to administer Department offender funds consistent with the fund administration provided to Contractor inmates. If, by mutual Contract, the Contractor agrees to house Department offenders who are non-violators, the Contractor then agrees to administer Department offender funds to include the appropriate accounting process to accommodate statutorily mandated deductions.

**Section 3.24 Visitation.** The Contractor agrees to provide Department offenders visitation opportunities consistent with those that are provided to Contractor inmates.

**Section 3.25 Grievance Procedures.** The Contractor agrees to handle initial Department offender grievances consistent with Contractor inmate grievance procedures. The Department agrees to handle appeals or additional reviews of Department offender grievances at the request of the Contractor.

**Section 3.26 Access to Courts.** Contractor agrees to provide Department offenders in Contractor's custody under this Contract meaningful access to the courts through: (a) the use of court appointed attorneys to satisfy their Sixth Amendment right to counsel, (b) access to contracted attorneys provided by the Department, and/or (c) access to legal resource materials at the Facility. The Contractor also agrees to provide Department offenders opportunity to access legal materials at the Facility or to access the Department offender's attorney in accordance with security and operating needs and consistent with access granted to Contractor

inmates.

**Section 3.27 Death of an Offender.** The Contractor agrees to immediately notify the Contract Coordinator by phone of any Department offender's death. **See Attachment A.** The Contractor also agrees that the Department offender's death shall be reviewed by the coroner of the local jurisdiction pursuant Contractor's policies and procedures. The Contractor also agrees to provide the Department certified copies of the Department offender's death certificate, autopsy report, file and medical records.

**Section 3.28 Escape of an Offender.** The Contractor agrees to immediately notify the Contract Coordinator by phone if a Department offender escapes. **See Attachment A.** The Contractor also agrees to immediately notify all local law enforcement agencies.

**Section 3.29 Non-Department Holds.** The Contractor agrees to immediately notify the Department of all non-Department holds if and when non-Department holds are placed on Department offenders or when non-Department holds are closed or removed from Department offenders as detailed in Attachment A.

3.29.1 The Contractor agrees to not transfer Department offenders to another confinement facility pursuant to a non-Department hold until the Department's sanction has been served, or the Department's hold or detainer is no longer valid.

3.29.2 The Contractor agrees not to transfer Department offenders detained in the Facility to another confinement facility or Department institution pursuant to a non-Department hold unless the Contractor has first obtained authorization from the Violator Desk, the after-business Duty Officer, or the Contract Coordinator as detailed in Attachment A.

3.29.3 The Department will not be financially responsible for any per diem or medical costs accrued during time spent pursuant to a non-Department hold, other than costs accrued during a sanction imposed by the Department.

#### Article IV CONTRACTOR EMPLOYEES

**Section 4.1 Independent Contractor.** Each party agrees to perform its duties hereunder as an independent contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be deemed to be an agent or employee of the Department. Neither the Department nor any agent or employee of the Department shall be deemed to be an agent or employee of the Contractor. The Contractor agrees to pay, when due, all required employment taxes and income tax withholding including all Federal and State income tax and local head tax on any monies paid pursuant to this Contract. Neither the Contractor nor the Department shall have authorization, express or implied to bind the other to any Contracts, liability or understanding except as expressly set forth herein.

**Section 4.2 Personnel.** The Contractor agrees to retain sufficient personnel to deliver 24-hour care and supervision to Department offenders, consistent with Contractor's policies and the governing laws, as well as administrative and support service personnel for the overall operation of the Facility. The Contractor agrees to subject all applicants to a thorough background check prior to their employment at the Facility.

**Section 4.3 Training.** Each Party agrees to train its employees in accordance with its own policies and the law. Each Party also agrees to be responsible for all claims, damages, liability and court awards (including costs, expenses and attorney fees) incurred against itself as a result of any action or omission of its own employees, agents, subcontractors or assignees incurred in connection with the training.

**Article V**  
**PREA COMPLIANCE**

**Section 5.1 Compliance.** The Contractor agrees to maintain zero tolerance toward all forms of sexual abuse and sexual harassment and to ensure that all of the Contractor's employees, vendors and volunteers who have contact with Department offenders comply with all federal and state laws regarding sexual misconduct, including but not limited to:

**Section 5.1.1** The Prison Rape Elimination Act of 2003 (PREA);

**Section 5.1.2** The standards for adult prisons and jails or community confinement facilities, whichever is applicable, as promulgated by the United States Attorney,

**Section 5.1.3** RCW 72.09.225 or RCW 13.40.570, regarding sexual misconduct by state employees, contractors;

**Section 5.1.4** RCW 9A.44.010, regarding definitions,

**Section 5.1.5** RCW 9A.44.160, regarding custodial sexual misconduct in the first degree; and,

**Section 5.1.6** RCW 9A.44.170, regarding custodial sexual misconduct in the second degree.

**Section 5.2 Monitoring.** The Contractor agrees to provide to the Department documented compliance with the federal PREA standards, and to allow the Department to monitor the Facility's compliance.

**Section 5.2.1** Monitoring may include, but is not limited to: site visits, access to facility data, and review of applicable documentation.

**Section 5.2.2** The Department may terminate this Contract should the Contractor fail to provide documentation that demonstrates that the Contractor is actively and effectively working toward and is making substantive progress toward achieving compliance or should the Contractor fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

**Section 5.3 Termination.** The Department may terminate this Contract should Contractor elect to discontinue pursuit of PREA compliance or should the Contractor be found in noncompliance through a PREA audit and fail to cure such noncompliance within the identified time-frames or should the Contractor be found to be in egregious violation of PREA.

Article VI  
INDEMNIFICATION

**Section 6. Indemnification** Each party agrees to be responsible for the negligent acts or omissions of its own staff. Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the performance of this Contract by the indemnitor or its elected or appointed officials, officers, employees and agents. The indemnitor's duty to defend and indemnify extends to, but is not limited to, claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Contract.

Article VII  
MISCELLANEOUS

**Section 7.1 Existing State Law.** This Contract shall not be construed to alter the legal responsibilities of the Contractor or the Department with regard to the legal and fiscal responsibility for confinement, care, and treatment of Department offenders under state law.

**Section 7.2 Disputes.** Disputes between the parties arising out of this Contract may be submitted to arbitration if the parties are unable to resolve them through conference. No disputes may be submitted to arbitration without the consent of both parties. Nothing in this section is intended to limit either party's access to any and all courts of law of this state or country.

**Section 7.3 Equal Employment Opportunity.** The parties ascribe to the principles of equal employment opportunity. Neither is responsible for ensuring that the other is in compliance with equal employment statutes or policies.

**Section 7.4 Invalidity and Severability.** To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are several. Should any term or provision of this Contract be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision of this Contract. In the event that any provision of this Contract is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Contract shall not be affected thereby.

**Section 7.5 Jurisdiction and Venue.** The laws of the State of Washington and the rules and



**DOC Contact Information**

<b>Violator Medical Issues</b> <ul style="list-style-type: none"> <li>• Pre-Authorization for extraordinary medical expenses</li> <li>• Pre-Authorization for non-Formulary medications</li> <li>• Report of emergent offender medical issue</li> </ul>	<b>DOC Nurse Desk-24/7</b> <ul style="list-style-type: none"> <li>• 360-725-8733</li> </ul> Additional contact during business hours: <ul style="list-style-type: none"> <li>• <a href="mailto:NurseDesk@doc1.wa.gov">NurseDesk@doc1.wa.gov</a></li> <li>• Fax: 360-586-9060</li> </ul>
<b>Violator Issues</b> <ul style="list-style-type: none"> <li>• To request a transfer of violator</li> <li>• Notification of additional non-DOC sentence/sanction confinement</li> <li>• Notification of violator discipline/new charges</li> <li>• Notification of any non- DOC detainees/ holds</li> </ul>	<b>DOC Violator Desk</b> Monday-Friday (except Holidays): 7:00 am-5:00 pm <ul style="list-style-type: none"> <li>• 1-855-584-6528</li> <li>• <a href="mailto:Violatordesk@doc.wa.gov">Violatordesk@doc.wa.gov</a></li> <li>• <i>When calling outside of hours listed call the DOC Warrants Desk and ask to speak to the CCD Section Duty Officer.</i></li> </ul>
<b>DOC Secretary Warrant</b>	<b>DOC Warrants Desk-24/7</b> <ul style="list-style-type: none"> <li>• 360-725-8888</li> </ul>
<b>Concerns after normal business hours</b> For example: offenders under DOC supervision or issues related to DOC staff or DOC equipment	<b>DOC Warrants Desk-24/7</b> <i>Warrants Desk will refer to the appropriate Duty Officer</i> <ul style="list-style-type: none"> <li>• 360-725-8888</li> </ul>
<b>Violator Medical Billing</b> <ul style="list-style-type: none"> <li>• Requests for reimbursement for medical care not included in the offender base rate.</li> </ul>	<b>Medical Disbursement Unit</b> <ul style="list-style-type: none"> <li>• <a href="mailto:DOCHQMedicalRAB@doc1.wa.gov">DOCHQMedicalRAB@doc1.wa.gov</a></li> <li>• 360-725-8298</li> <li>• Fax: 360-586-1320</li> </ul>
<b>DOC Contract Coordinator</b> <ul style="list-style-type: none"> <li>• Contract concerns/issues</li> <li>• Death of a Violator</li> <li>• Violator Escape</li> </ul>	<b>Thomas Layne</b> Monday-Friday (except Holidays): 8:00 am-5:00 pm <ul style="list-style-type: none"> <li>• Work 509-734-5671</li> <li>• After hours/holidays 360- 635-2367</li> <li>• <a href="mailto:thomas.layne@doc.wa.gov">thomas.layne@doc.wa.gov</a></li> </ul>

Last updated 8/11/2015

### Pre-authorization and Medical Billing Instructions

The County, City, or Tribal entity (hereinafter Contractor) must obtain pre-authorization through the Department's Utilization Management Office for all health care beyond what is normally provided to Contractor's inmates. This includes, but is not limited to, notification of Department offenders who are on specialty/high cost medications for long-term or chronic conditions such as Hepatitis C, HIV, Multiple Sclerosis or any other condition that requires the consistent administration of medications during the Department offender's confinement.

In the case of an emergency, when pre-authorization is not feasible, the Contractor must notify the Department's Utilization Management Office as soon as possible, but no later than 4 hours after transporting the Department Offender to an emergency room or other medical facility and before any hospital admission.

The following information must be included with notifications:

- The date and time the Department offender left Contractor's facility because of the medical event;
- The name of the hospital or medical facility;
- The medical issue/reason for trip; and,
- The date and time the offender returned to Contractor's facility, if applicable.

Please note: If ANY hospitalization of a Department offender results in an inpatient event then the Department, if properly notified, will apply for Medicaid coverage under the Affordable Care Act and the Contractor will not be billed for qualifying services. However, the Contractor must notify the Department of the hospitalization and follow the emergency notification and pre-authorization process so that a Medicaid application can be initiated for the event. The Department must open a claim within 90 days of the date of service.

The Department is not obligated to reimburse the Contractor for medical care or treatment provided to a Department offender without the Department's pre-authorization or notification within the 4 hour timeframe specified in the contract.

Pre-authorization requests for extraordinary medical care, including pertinent medical records, and other supporting documentation, must be faxed to the Department's Utilization Management Office at (360) 586-9060.

The Department's Utilization Management Office is available via telephone to assist Contractor 24 hours a day and 7 days per week.

- From 8 a.m. - 4:30 p.m. Monday – Friday (except holidays), the Nurse Desk is available at [NurseDesk@doc1.wa.gov](mailto:NurseDesk@doc1.wa.gov) or (360) 725-8733.
- After normal business hours and during holidays, please call (360) 725-8733. The call is forwarded to the on-call UM Nurse. Emails may not be returned until the next business day.

**Denials** - If the Department denies the authorization for extraordinary medical care, Contractor(s) may appeal the Department's decision by submitting a written request with the supporting documentation to the Department's Utilization Management Office at [NurseDesk@doc1.wa.gov](mailto:NurseDesk@doc1.wa.gov).

### **Pharmaceuticals and Non-Formulary Requests**

The Department may reimburse for prescription medications that are consistent with the [Offender Health Plan](#) and [Formulary](#). Restricted formulary and non-Formulary medication must be pre-authorized by submitting a request to the Department's Utilization Management Office either via email at [NurseDesk@doc1.wa.gov](mailto:NurseDesk@doc1.wa.gov) or fax at 360-586-9060. The non-formulary request (NFR) form is available online at: <http://www.doc.wa.gov/family/offenderlife/docs/DOC13-091.pdf>.

[Formulary](#) medications are medically necessary medications that require no further Department approval for use, provided the criteria listed in the [Department's Formulary](#) are met.

**Preauthorization** –Restricted Formulary and non-Formulary medications may be prescribed however, the Department will only authorize these medications if the specific criteria necessary for approval are met. Medications in this category require preauthorization by the Department's Utilization Management Office to be considered for reimbursement.

When a Contractor determines that the administration of a restricted Formulary or a non-Formulary medication is medically necessary for the continuous management of a significant medical or mental health condition, the Contractor should proceed based on his/her professional clinical judgment. However, to be considered for reimbursement, a restricted Formulary/non-Formulary medication request must be approved by the Department's Utilization Management Office as soon as feasible, but not later than 3 days after beginning the medication.

**Denials** - If the Department denies the request to use restricted Formulary medication and/or non-Formulary medication, the Contractor may still be reimbursed for medications administered to a Department offender while awaiting the Department's decision on the

Contractor's appeal of a Department denial for reimbursement by submitting a written request and any supporting documentation to the Department's Utilization Management Office.

### **Medical Billing**

It is the responsibility of the Contractor to process payment for all bills prior to sending them to the Department for reimbursement. However, if the Contractor is unable to make payment for direct billings, the Contractor may send a written request to the Department to process payment on the behalf of the Contractor. Requests may be submitted via fax (360) 586-1320 or via email to [DOCHOMedicalRAB@DOC1.WA.GOV](mailto:DOCHOMedicalRAB@DOC1.WA.GOV). Contractors must include a copy of the original medical bill with the request.

**The Department will respond to the Contractor's written request for assistance with payment of a direct billing(s) not later than 7 business days of receipt. Contractors shall instruct the billing entity to NOT send a medical bill directly to the Department.**

Contractors shall submit monthly medical billings electronically to the Department's Medical Disbursement Unit at [DOCHOMedicalRAB@DOC1.WA.GOV](mailto:DOCHOMedicalRAB@DOC1.WA.GOV). Monthly itemized invoices for services provided onsite by the Contractor should include the previous month's services. Contractors must submit billings for offsite services within 30 days of the date of service.

The Department understands that occasionally a monthly invoice may include medical bills from the previous month(s). However, in an effort to ensure an efficient and accurate billing process, Contractors will submit bills one month at a time, whenever possible.

Itemized billing statements must be submitted following the format of the DOC's Medical Billing Reimbursement Form, **Attachment C**, with the supporting documentation attached, when applicable. Incomplete or missing data or supporting documentation may result in delays or denial of payment.

Contractors unable to submit billing via email, must fax bills to:

Department of Corrections  
Medical Disbursement Unit  
Fax: (360) 586-1320

### **Monthly billings must include:**

- A coversheet with all pertinent details including:
  - (1) The medical facility name, the medical facility's Federal Tax ID number, including the name of the contact at the medical facility, the medical facility's contact's phone number, and either an email or fax number;
  - (2) The total amount being billed;
  - (3) The month, date and year of service;

- (4) The contact information for the Contractor's billing staff (including a phone number and an email address or fax number); and,
- (5) The address for where to submit the payment, an invoice number (this is the Contractor's internal invoice tracking number).

- Any itemized charges must include:
  - (1) The name of the Department offender;
  - (2) The Department offender's DOC# and DOB;
  - (3) The reason for the charges; and,
  - (4) The total amount of the charges.

Note: If the Contractor is requesting reimbursement for services paid to an *onsite* or *offsite* medical provider(s), a copy of the original healthcare claim form paid by the Contractor must also be included.

- Supporting documentation including verification of the Department's detainer/hold; any authorizations from the Utilization Management Office; all Health Insurance Claim Forms, including those that are needed for medical insurance claims, i.e. the CMS 1500 or the UB-04; and, invoices from community providers showing what was billed including the documentation of what the Contractor paid.
  - When Contractor is requesting reimbursement for medications Contractor must also provide a copy of the original pharmacy bill to include the Department offender's name, the medication name, the dosage and quantity provided and the amount Contractor previously paid for the medication(s).
- Credits for returned prescriptions – Contractors wanting credits for returned medications, must document those "credits" following the supporting documentation guidelines with clear demarcation as a CREDIT.

Once the Department has completed its' medical bill verification process and is ready to process payment, the Contractor will be notified by email or fax of any denials or credits.

For billing questions or concerns, please email [DOCHQMedicalRAB@DOC1.WA.GOV](mailto:DOCHQMedicalRAB@DOC1.WA.GOV).

## HIPAA

HIPAA –The Health Insurance Portability and Accountability Act of 1996 (HIPAA) protects the privacy of individually identifiable, protected health information.

This law allows for the exchange of this information between the Department and the Contractor for the purpose of billing and payment which allows the Contractor to provide the required back-up documentation regarding the Department offender's health information and

treatment activities for support of payment purposes (See CFR 45 § 164.506). HIPPA also clarifies the standard for use and disclosure for correctional institutions and other law enforcement custodial situations in CFR 45 §164.512.

<b>(County/City/Tribal) Jail</b>						
(Street Address)						
(Address) (Phone number)						
<b><u>Jail Bed Reimbursement Form</u></b>						
Offender Housing Invoice			<b>BILL TO:</b>		WA State Department of Corrections	
(Month) 2015					Attn: Violator Desk	
Total Amount (\$00.00)					PO Box 41149	
					Olympia, WA 98504	
					(360) 725-8620	
Daily Bed Day Rate: \$65.00					DOCViolatorbedbillings@DOC1.WA.GOV	
Name	DOC #	DOB	DOC Sanction/ Confinement Start date	DOC Sanction End/Transfer out Date	Total # of Billed DOC Days	Total Amount Billed to DOC
Doe, Jane	123456	01/15/89	7/19/2015	7/21/2015	2	\$130.00
Smith, Johnny	121212	02/26/62	7/8/2015	7/20/2015	12	\$780.00
County Boarder Exchange Days:						
Jahnsen, Doe	555555	10/31/92	08/01/15	08/01/15	-1	-\$65.00
<b>TOTAL</b>					<b>13</b>	<b>\$845.00</b>

**Medical Reimbursement Form**

Name	DOC#	Date of Birth	Date of Service	Medical Facility or RX Name, & Strength	RX Quantity or # of Days	Reason for Treatment or RX?	Name of Contractor Staff Contacting DOC Medical	Date & Time of Contact with DOC Medical Staff	Name of DOC Medical Staff Contacted	Copy of Approved Non Formulary Request Attached, if available? Y, N or N/A	Copy of Offsite Medical Provider Claim Form and/or	Amount of Copy Paid by Offender, if any	Amount Paid by Contractor	Amount Billed to DOC
Doe, Jane	123456	1/15/1989	7/20/2015	Gabapentin 30 MG Tab	3 pills	1234561	Elmer Phud	7/20/2015; 12:34 pm	Tammy Williams	Y	Y	\$ 1.00	\$ 12.50	\$ 11.50
Smith, Johnny	121212	2/26/1962	7/10/2015	St. Joseph's Hospital	7 days	Chest Pain	Erin Rogers	7/10/2015; 2:40 am	Lisa Russell- Tutty	N/A	Y	\$ -	\$ 2,500.00	\$ 2,500.00
Jahnsen, Doe	555555	10/31/1992	8/1/2015	Walla Walla General Hospital	5 weeks	Foreign Object Removal	Billie Gohat	8/1/2015, 4:10 pm	Sarah Nichols	N/A	Pending	\$ 4.00	\$ 5,000.00	\$ 4,996.00



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE:  
4/26/2016

CONSENT AGENDA  
 REGULAR AGENDA  
 PUBLIC HEARING/MTG

<b>DEPARTMENT:</b> Island County Treasurer's Office	
<b>DIVISION:</b> (if applicable)	
<b>STAFF CONTACT:</b> Wanda Grone	
<b>AGENDA SUBJECT:</b> Acceptance of Title Report bid for 2016 tax foreclosure action	
<b>BACKGROUND/SUMMARY:</b>	<b>WORK SESSION DATE:</b> (if applicable) 04/13/2016
Annual approval of Title Report bid tax foreclosure action.	
<b>FISCAL IMPACT/FUNDING SOURCE:</b> Minimal fiscal impact to Treasurer's Office. The costs of Title Reports are added to the amount collected from the taxpayer to redeem from foreclosure. If parcel isn't redeemed, the cost is added to the minimum bid amount due at time of auction.	
<b>RECOMMENDED ACTION:</b>	
<input checked="" type="checkbox"/>	Approve/Adopt
<input type="checkbox"/>	Schedule Public Hearing/Meeting
<input type="checkbox"/>	Continue Public Hearing/Meeting
<input type="checkbox"/>	Information/Discussion
<input type="checkbox"/>	Other (describe) _____
<b>SUGGESTED MOTION:</b> Signature on Resolution	

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ____/____/____ TIME: _____
<input type="checkbox"/>	OTHER _____



# Island County Treasurer

**Wanda J. Grone, CPA**

PO Box 699  
Coupeville, WA 98239

PHONE: 360-679-7302

FROM CAMANO: 629-4522

FROM S. WHIDBEY: 321-5111

Date: April 21, 2016

To: Board of Island County Commissioners

From: Wanda J. Grone, CPA

Re: 2016 Tax Foreclosure Title Report Bids

This year, only one local Title company participated in the bidding process. The bid is indicated below:

	<b>Acreage /Platted</b>	<b>Tract Book</b>	<b>Cancellation Fee</b>
First American Title of Island County (150 reports)	\$ 326.10	\$ 217.40	\$ 108.70
Land Title and Escrow (100 reports only)	No bid		
Chicago Title	No bid		
Stewart Title of Island County	No bid		

As of April 21, 2016, there are 246 parcels still subject to foreclosure. I am optimistically estimating that there will be 150 parcels included in the Certificate of Delinquency. Using that estimate, the total bid for each title company assuming no tract book searches or cancellations is as follows:

	<b>Acreage/Platted</b>
First American Title Company	\$ 48,915.00

It is the recommendation of this office that we accept the bid from First American Title Company

**APPROVED TO ACCEPT BID FROM \_\_\_\_\_ TITLE COMPANY BY:**

BOARD OF ISLAND COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

\_\_\_\_\_  
Richard M. Hannold, Chair



**ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL**

**MEETING DATE:**

April 26, 2016

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

RESOLUTION/ORDINANCE NO

**DEPARTMENT:** WSU Extension, Island County

**DIVISION:** *(if applicable)*

**STAFF CONTACT:** Pam Bishop

**AGENDA SUBJECT:** Interagency Agreement Between Washington State Department of Agriculture and Island County and its Agent Island County Noxious Weed Control Board

**BACKGROUND/SUMMARY:**

**WORK SESSION DATE:** *(if applicable)* 4/13/16

This Agreement is for funding the continuation of a project to survey and control garlic mustard (*Alliaria petiolate*) in Island County. Funding not to exceed \$2,467.00, Island County is recipient of funds. RM# RM-WSU-2016-135

**FISCAL IMPACT/FUNDING SOURCE:**

**RECOMMENDED ACTION:**

- Approve/Adopt
- Schedule Public Hearing/Meeting
- Continue Public Hearing/Meeting
- Information/Discussion
- Other *(describe)* \_\_\_\_\_

**SUGGESTED MOTION:**

*[BELOW TO BE COMPLETED BY CLERK OF BOARD]*

**BOCC ACTION:**

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ TIME: \_\_\_\_\_
- OTHER \_\_\_\_\_

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE DEPARTMENT OF AGRICULTURE  
AND  
ISLAND COUNTY  
AND ITS AGENT  
ISLAND COUNTY NOXIOUS WEED CONTROL BOARD**

**THIS AGREEMENT** is made and entered into by and between the Washington State Department of Agriculture, hereinafter referred to as "WSDA," and Island County, hereinafter referred to as "Island County."

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide Island County and its agent, Island County Noxious Weed Control Board, funding for a project to survey for and control garlic mustard (*Alliaria petiolata*) in Island County.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

Island County through its agent, Island County Noxious Weed Control Board, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" which is attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

Regardless of the date of signature and subject to its other provision, this Agreement shall commence on March 1, 2016 and be completed on or before June 30, 2016, unless terminated sooner as provided herein.

**PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$2,467.00. Only reasonable costs identified in Attachment "A", incurred directly related to the Island County Garlic Mustard Survey and Control Project, will be reimbursed to Island County under this Agreement.

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for service(s) shall be as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

**BILLING PROCEDURE**

Island County shall submit properly completed invoices quarterly to the WSDA Agreement administrator. Reference WSDA Contract Number K1934 on all invoices. Payment to Island County for approved and completed work will be made by warrant or account transfer by WSDA within 30 days of receipt of the properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. In no case can this be more than 10 days past the end of the biennium.

**RECORDS MAINTENANCE**

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

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

**RIGHTS IN DATA**

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

**INDEPENDENT CAPACITY**

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

**AGREEMENT ALTERATIONS AND AMENDMENTS**

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

**TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.

**TERMINATION FOR CAUSE**

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

**CONFLICT OF INTEREST**

WSDA may, by written notice to Island County, terminate this Agreement if it is found after due notice and examination by the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, that there is a violation of the State Ethics Law, chapter 42.52 RCW; chapter 42.23 RCW; or any similar statute involving Island County in the procurement of or performance under this Agreement. Unless stated otherwise, the signatory of this Agreement is the Director's designee.

In the event this Agreement is terminated as provided above, WSDA shall be entitled to pursue the same remedies against Island County and its agent, Island County Noxious Weed Control Board, as it could pursue in the event of a breach of the Agreement by Island County or its agent, Island County Noxious Weed Control Board. The rights and remedies of WSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

**DISPUTES**

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

**LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE**

Island County and its agent, Island County Noxious Weed Control Board, shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Island County and its agent, Island County Noxious Weed Control Board, shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

**GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County, Washington.

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

- a. Applicable state and federal statutes and rules;
- b. Plan of Work (Attachment A);
- c. Budget (Attachment B); and
- d. Any other provisions of the Agreement, including material incorporated by reference.

**ASSIGNMENT**

Island County and its agent, Island County Noxious Weed Control Board, are responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. In no event shall the existence of any subcontract operate to release or reduce the liability of Island County and its agent, Island County Noxious Weed Control Board, to WSDA for any breach in the performance of Island County and its agent Island County Noxious Weed Control Board's duties.

**WAIVER**

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

**SEVERABILITY**

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

**ALL WRITINGS CONTAINED HEREIN**

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

**CONTRACT MANAGEMENT**

The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for WSDA is:

James Marra, Pest Program Manager  
Washington State Dept. of Agriculture  
Plant Protection Division  
PO Box 42560  
Olympia, Washington 98504-2560  
(360) 902-2071  
jmarra@agr.wa.gov

The Agreement administrator for Island County is:

Janet Stein, Coordinator  
Island County Noxious Weed Control Board  
P.O. Box 5000  
Coupeville, Washington 98239  
(360) 678-7992  
janet.stein@wsu.edu

All communications between the parties relating to this Agreement and any billings and payments will be directed to those persons. Either party may change administrators by notifying the other in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON  
DEPT. OF AGRICULTURE

ISLAND COUNTY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Richard M. Hannold, Chair  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Jill Johnson, Member  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Heidi Price Johnson, Member  
Date: \_\_\_\_\_

**ATTACHMENT A**  
**Plan of Work**  
**Island County**  
**and Its Agent Island County Noxious Weed Control Board**  
**Island County Garlic Mustard Survey and Control Project**  
**March 1, 2016 to June 30, 2016**

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**County Partnership Control Criteria:**

Island County through its agent, the Island County Noxious Weed Control Board, will conduct control and survey of garlic mustard (*Alliaria petiolata*) in Island County. This project will utilize funding allotted to the Washington State Department of Agriculture (WSDA) by the United States Forest Service, Forest Health Protection Program (USFS). Control efforts will focus on using the best integrated management practices known for garlic mustard. Control shall include field survey directly associated with the areas to be treated.

Minimum work specifications: Personnel of the Island County Noxious Weed Control Board and its cooperators or contractors will use an integrated weed management approach which includes hand-pulling, foliar applications of herbicides that have the appropriate labels, or other control methods as deemed appropriate, and site restoration if applicable. All control methods will be employed consistent with the laws, rules and regulations of Washington State and of Island County (when applicable) and (if applicable) the *Noxious Emergent Plant Management Environmental Impact Statement* (EIS) first published in November 1993, and all subsequent amendments to the EIS.

The Island County Noxious Weed Control Board, or subcontractors to Island County, must enter into a contract with WSDA under which Island County, or subcontractors to Island County, act as limited agents to carry out noxious and quarantine weed control for WSDA under the "Aquatic Noxious Weed Control National Pollutant Discharge Elimination System Waste Discharge General Permit" (NPDES permit) prior to the performance of any activity pursuant to this Agreement for treatments at aquatic sites, including riparian zones. Herbicide treatments may only occur at times allowed under provisions of the NPDES permit and must comply with conditions specified in such permit.

All personnel, whether partner agencies, subcontractors or county employees, will work closely with the Island County Noxious Weed Control Coordinator and the WSDA Noxious Weed Control Coordinator. Work will only take place on property for which the Island County Noxious Weed Control Board has obtained prior written permission for entry and treatment from the landowner or tenant. Landowners will be highly encouraged to overseed desirable species in the treatment areas to create competition and establish natural weed-free barriers.

**Expenditures:**

The funds provided to Island County will be utilized for staff time, travel, purchase of materials and supplies and grant administration to perform control measures and associated survey in Island County and to coordinate efforts with WSDA Noxious Weed Control Coordinator. Items such as maps, computer programs, models or other costs not specified in this document will not be reimbursed unless the expenditure is specifically authorized in advance in writing by WSDA. All billings under this contract shall be submitted by Island County.

**Coordination:**

The Island County Garlic Mustard Survey and Control Project will be coordinated with any federal, state, local and private control efforts.

**Deliverables:**

The Island County Noxious Weed Control Program Coordinator will submit written reports to the WSDA Agreement Administrator, documenting the work conducted on target species in Island County as follows: A full final report is due by June 30, 2016. The final report should include acres treated and history of site; treatment techniques used including equipment and herbicide used; number of landowners assisted; partners involved; difficulties or problems encountered; outreach efforts; plans for next year; ideas for improvement; any other notable outcomes (e.g. all known populations treated, no regrowth observed at 75% of sites, surveys show no targeted species found in a particular area, etc.); GPS derived location information along with any GIS information available and photo documentation including before and after treatment photos, and number and kinds of educational materials produced if applicable. Final payment under this Agreement will not be made until the season ending summary report is accepted by WSDA.

These deliverables are separate from and in addition to any reporting requirements associated with limited agent status under WSDA's Aquatic Noxious Weed Control NPDES General Permit coverage.

**ATTACHMENT B  
Budget  
Island County  
and Its Agent Island County Noxious Weed Control Board  
Island County Garlic Mustard Survey and Control Project  
March 1, 2016 to June 30, 2016**

Total payment to Island County and its agent, Island County Noxious Weed Control Board, will not exceed \$2,467.00 in fiscal year 2016 (i.e. March 1, 2016 through June 30, 2016).

1. Staff wages and benefits .....	\$1,845.00
2. Travel .....	73.75
3. Materials and supplies .....	85.00
4. WSU overhead .....	334.00
5. Island county overhead .....	129.25
<b>TOTAL: .....</b>	<b>\$2,467.00</b>

Reimbursement for travel expenditures shall not exceed allowable costs as set forth in Washington State travel regulations, contained in the Office of Financial Management State Administrative and Accounting Manual, Chapter 10, Section 90.



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 4/26/16

CONSENT AGENDA  
 REGULAR AGENDA  
 PUBLIC HEARING/MTG  
 RESOLUTION/ORDINANCE NO

DEPARTMENT: Commissioners

DIVISION: (if applicable)

STAFF CONTACT: Pam

AGENDA SUBJECT: Recommend appointments to the newly formed Conservation Futures Program Citizens' Advisory Board (CAB), Positions 1-9

BACKGROUND/SUMMARY: WORK SESSION DATE: 4/20/16

The Board considered applicants at their April 20, 2016 work session.

FISCAL IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

- Approve/Adopt  
 Schedule Public Hearing/Meeting  
 Continue Public Hearing/Meeting  
 Information/Discussion  
 Other (describe) \_\_\_\_\_

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED  
 DENIED  
 TABLED/DEFERRED/NO ACTION TAKEN  
 CONTINUED TO DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ TIME: \_\_\_\_\_  
 OTHER \_\_\_\_\_



## CONSERVATION FUTURES PROGRAM CITIZENS' ADVISORY BOARD (CAB)

Established pursuant to Resolution C-76-15, adopted July 28<sup>th</sup>, 2015. The CAB is composed of nine (9) voting members that represent conservation and community planning expertise and technical knowledge. Two (2) members representing each commissioner district and three (3) members representing the county at large. Terms are **three years** with no member serving more than three terms consecutively. Initial appointments shall be staggered so that one-third of the member's appointments expires each year.

POSITION	MEMBER	REPRESENTING	APPT. DATE	TERM EXPIRES
		<b>Commissioner District #1</b>		
1.			1/1/16	12/31/18
2.			1/1/16	12/31/17
		<b>Commissioner District #2</b>		
3.			1/1/16	12/31/18
4.			1/1/16	12/31/17
		<b>Commissioner District #3</b>		
5.			1/1/16	12/31/18
6.			1/1/16	12/31/17
		<b>At Large</b>		
7.			1/1/16	12/31/18
8.			1/1/16	12/31/17
9.			1/1/16	12/31/18

The Board received eleven applications:

### **District 1**

Dave Parent  
Todd Peterson  
Linda Kast Meehan  
Susan Bennett  
Ed Severinghaus  
Barbara Bennett

### **District 2**

Dick Toft  
David Smith  
Terica Ginther

### **District 3**

Penny Pfiester  
Kathryn A. Wells



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 4/26/16

CONSENT AGENDA  
 REGULAR AGENDA  
 PUBLIC HEARING/MTG  
 RESOLUTION/ORDINANCE NO

DEPARTMENT: Commissioners

DIVISION: (if applicable)

STAFF CONTACT: Pam

AGENDA SUBJECT: Recommend appointment of Jeffrey R. Highland to Drainage District #7, Position #1; Recommend appointment of Don Backstrom to Drainage District #7, Position #2

BACKGROUND/SUMMARY: WORK SESSION DATE: 4/13/16

Approved to move forward at the Board's April 13, 2016 work session.

FISCAL IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

- Approve/Adopt  
 Schedule Public Hearing/Meeting  
 Continue Public Hearing/Meeting  
 Information/Discussion  
 Other (describe) \_\_\_\_\_

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED  
 DENIED  
 TABLED/DEFERRED/NO ACTION TAKEN  
 CONTINUED TO DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ TIME: \_\_\_\_\_  
 OTHER \_\_\_\_\_



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 4/26/16

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

RESOLUTION/ORDINANCE NO

**DEPARTMENT:** Island County Public Health

**DIVISION:** *Natural Resources*

**STAFF CONTACT:** Keith Higman, Lori Clark

**AGENDA SUBJECT:** Request for Letter Signature

Letter to Sheida Sahandy, Executive Director; Puget Sound Partnership.

**BACKGROUND/SUMMARY:** WORK SESSION DATE 4/20/16

At the Work Session of April 20, 2016 a draft letter was brought forward to the Board. Suggestions for revisions from the Work session are incorporated in this revised letter. This letter is in response to Puget Sound Partnership's solicitation for comments regarding funding mechanisms for LIOs and NTAs.

**FISCAL IMPACT/FUNDING SOURCE:**

n/a

**RECOMMENDED ACTION:**

- Approve/Adopt  
 Schedule Public Hearing/Meeting  
 Continue Public Hearing/Meeting  
 Information/Discussion  
 Other (*describe*) Chair Signature \_\_\_\_\_

**SUGGESTED MOTION:**

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

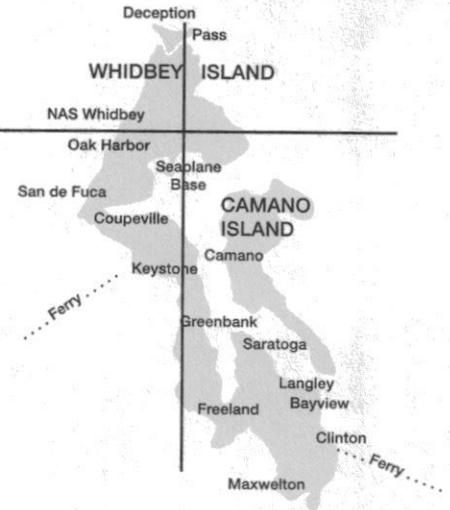
BOCC ACTION:

- APPROVED  
 DENIED  
 TABLED/DEFERRED/NO ACTION TAKEN  
 CONTINUED TO DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ TIME: \_\_\_\_\_  
 OTHER \_\_\_\_\_

# Island County Board of Commissioners

P.O. Box 5000  
Coupeville, Washington 98239-5000

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From Camano: (360) 629-4522  
From S. Whidbey: (360) 321-5111  
Fax: (360) 679-7381  
[www.islandcounty.net](http://www.islandcounty.net)



April 26, 2016

Sheida Sahandy, Executive Director  
Puget Sound Partnership  
326 East D Street  
Tacoma, WA 98421

Director Sahandy,

We appreciate your leadership to recover and protect Puget Sound. The 2016 Action Agenda is an improvement over past versions and your agency continues to look for opportunities to advance and increase the value of our collective efforts.

Additionally we wish to express our gratitude in your willingness to re-examine the "Incomplete" Near Term Actions (NTA) allowing corrections for all deficiencies, not just some. This decision allowed important projects in our area, proposed by local partners who are new to the process, to move forward successfully. Your leadership was critical in that decision and it demonstrates your commitment to moving forward effectively, building positive relationships and seeing the bigger picture for us all. This is what local governments need most from the Puget Sound Partnership.

The Partnership's strength is that it brings together diverse partners to address a common goal of ecosystem recovery in Puget Sound. It is the unique strength and expertise of each partner which enables success in our recovery efforts. Local governments are well positioned to leverage funds, upgrade infrastructure and gauge community support for projects. Non-profits may be better suited for educational outreach, communication and volunteer coordination. As we envision the future work ahead we are best served by enabling each partners' recovery efforts, and working closely together, through the Partnership, to not duplicate each other's work.

There are several specific items we wish to highlight from a county perspective:

- A guaranteed local allocation of funding fosters local support for the Partnership's recovery goals.
- Public Works projects should be eligible for funding as NTAs. This would leverage other scarce public dollars to fund local infrastructure priorities, which can enhance the health of Puget Sound.
- Legislative cuts to local funds for mandated programs have limited counties' ability to complete projects. Flexibility in the allocations from the Partnership could assist where appropriate.

Sheida Sahandy, Executive Director  
Puget Sound Partnership  
April 26, 2016  
Page two

- Be aware that complicated processes discourage small local governments from applying for funding. Smaller counties, such as ours, have very few staff members to do all the work required. To be competitive with larger, better funded organizations is a challenge. Any help in streamlining the application would benefit small local governments. We encourage you to engage regularly with the Washington State Association of Counties (WSAC) and the Association of Washington Cities (AWC).

Additionally, there are pressures identified by the Puget Sound Pressures Assessment (PSPA 2014) which are significant and complex which would be best supported at the regional scale to coordinate effective strategies. Your assistance would be appreciated in building these meaningful partnerships and encouraging regional collaboration in Puget Sound.

Thank you again for your leadership in this important work.

Best regards,

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

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Richard M. Hannold, Chair

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Jill Johnson, Member

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Helen Price Johnson, Member

ISLAND COUNTY FINANCE COMMITTEE  
QUARTERLY MEETING

AGENDA

April 26, 2016

- I. Public Comment (if any)
- II. Approval of prior meeting's minutes
- III. March 31, 2016 Investment Report
- IV. Discussion Items
  - a. Investment Performance - 2015
  - b. Goals for 2016
    - i. Update and rewrite Island County Investment & Debt Policies - project update
    - ii. Comparison of Investment Portfolio with those of other Washington counties
  - c. New Business
    - i. WSACT Best Practices
    - ii. Wells Fargo - new safekeeping custodian
    - iii. EMMA - continuing financial disclosure
    - iv. New depositary - Opus Bank
- V. Adjourn