

2016

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE JULY

REGULAR WORK SESSION 2nd WEDNESDAY, JULY 13, 2016

9:00 a.m.	Human Services
9:30 a.m.	Law & Justice (Sheriff/Superior Court)
9:45 a.m.	Facilities
10:00 a.m.	Long Range Planning
10:45 a.m.	Budget Director/GSA
11:15 a.m.	Commissioners Office

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

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

Times for each department are approximate. Due to time constraints, a time slot scheduled for a specific department may be revised (earlier or later) as the Work Session progresses. Because of the workshop format and time sensitivity of certain items, topics may be discussed that are not included on a department's agenda.

Persons requiring auxiliary aids/services should call Island County Human Resources at 360 – 679-7372, 629-4522 Ext. 7372, or 321-5111 Ext. 7372 – at least 24 hours prior to the meeting.

BOCC:pd

cc: Elected Officials
Appointed Department Heads
Press

HUMAN SERVICES
Work Session Agenda
July 13, 2016

1. Subject: Veterans Advisory Board (VAB)
Description: Appointments to VAB and board process
Attachment: Yes
Proposed Action: Approval to proceed with appointments

2. Subject: North Sound Behavioral Health Organization
Advisory Board
Description: Appointments to Advisory Board
Attachment: No
Proposed Action: Discussion

3. Subject: Contract Amendment with Department of Commerce
for \$103,011
Description: Consolidated Homeless Grant 16-46108-12(B)
Attachment: Yes
Proposed Action: Approval



ISLAND COUNTY HUMAN SERVICES

TO: Island County Commissioners

June 15, 2016

FROM: Jackie Henderson, Human Services Director
Dana Sawyers, Veterans Services Coordinator

RE: Appointment of Veterans Advisory Board members and board process

In accordance with RCW 73.08.10, 73.08.035 and 73.08.070 Please review and approve appointments of the Veterans listed below to service on the Island County Veterans Advisory Board effective June 30, 2016. Term length is two or three years; term limits at three consecutive terms or nine consecutive years. Members can miss no more than two meetings a year.

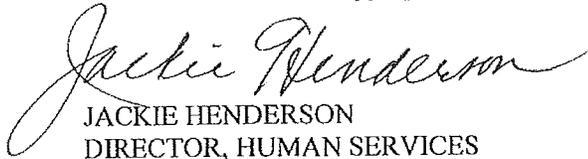
POS #	MEMBER	REPRESENTING	RESIDENT LOCALE	APPT. DATE	TERM EXPIRES
1.	Jerry Will	American Legion Post 92	Camano Is.	6/30/2016	6/30/2018
2.	Keith Yarter	American Legion Post 92	Camano Is.	6/30/2016	6/30/2019
3.	Maddie Rose	DAV Post 47	So. Whidbey Is	6/30/2016	6/30/2019
4.	Mike Brenaman	DAV Post 47	No. Whidbey Is	6/30/2016	6/30/2019
5.	Chuck Bond	VFW Post 7392	No. Whidbey Is	6/30/2016	6/30/2018
6.	Bob Brown	VFW Post 7392	No. Whidbey Is	6/30/2016	6/30/2018
7.	David Howe	PBY Memorial Foundation	Central Whidbey	6/30/2016	6/30/2018
8.	Clayton Canfield	Member at Large - WVRC	So. Whidbey Is	6/30/2016	6/30/2019
9.	Jendayi Stafford	Member at Large -- Vets DC	No. Whidbey Is	6/30/2016	6/30/2019
10.	Michael Oyola	Member at Large	So. Whidbey Is	6/30/2016	6/30/2018
11.	Jeff Rogers	Member at Large	So. Whidbey Is	6/30/2016	6/30/2019
12.	Scott Lincoln	Member at Large	So. Whidbey Is	6/30/2016	6/30/2018

The Veterans Advisory Board (VAB) membership will propose and vote a Chairperson, Vice Chairperson and a Secretary. The VAB has the option to hold votes or renew annually for these required roles.

The Island County Veterans Services Coordinator acts as Board Staff, publishing VAB annual meeting calendar, agenda and minutes, via Island County webpages and in coordination with the VAB secretary.

The VAB meets monthly, on the first Friday with exceptions of July and September given the summer holidays. Agenda and public meeting minutes will be posted on the Island County Veterans Services webpage. Meetings are held in North, Central and South Whidbey and Camano Island.

The Veterans Advisory Board is created pursuant to Revised Code of Washington 73.08.035 to advise the county legislative authority on the needs of local indigent veterans, the resources available to local indigent veterans, and programs that could benefit the needs of local indigent veterans and their families. The county legislative authority shall consult with and solicit recommendations from the advisory board to determine the appropriate services needed for local indigent veterans.


JACKIE HENDERSON
DIRECTOR, HUMAN SERVICES


DANA SAWYERS
VETERANS SERVICES COORDINATOR

Amendment

Grant Number: 16-46108-12
Amendment: B

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)**

1. Grantee Island County - Department of Human Services PO BOX 5000 COUPEVILLE, WA 98239-5000		2. Grantee Doing Business As (optional)	
3. Grantee Representative (only if updated) Catherine Reid Housing Program Coordinator (360) 678-7804 c.reid@co.island.wa.us		4. COMMERCE Representative (only if updated) Emily Burgess CHG Program Manager (360) 725-2942 (360) 586-5880 emily.burgess@commerce.wa.gov 1011 Plum Street SE Olympia, Washington, 98504-2525	
5. Original Grant Amount \$191,608	6. Amendment Amount \$103,011	7. New Grant Amount \$294,619	
8. Amendment Funding Source Federal: State: Other: X N/A:		9. Amendment Start Date June 1, 2016	10. Amendment End Date June 30, 2017
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	CFDA Number: N/A	
12. Amendment Purpose: Amendment B adds CHG base funds in the amount of \$27,243; CHG for TANF households in the amount of \$35,252; SFY 2017 HEN funds in the amount of \$40,516 SFY 2017 HEN funds are not available until July 1, 2016. This grant provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Grantees and subgrantees must prioritize unsheltered homeless households for assistance and services.			
COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, and Attachment "C" – Guidelines for the Consolidated Homeless Grant (as they may be revised from time to time). A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".			
FOR GRANTEE _____ Signature _____ Print Name and Title _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY _____ Sandra Adix Assistant Attorney General _____ 3/20/2014 _____ Date	

Amendment

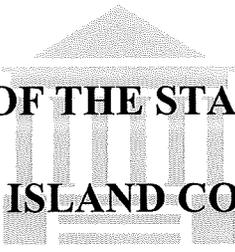
This Grant is amended as follows:

Attachment B

Budget

Budget Category	Change	Amount
Admin 2016-17	\$10,207	\$34,382
Fac Support- For-Profit Lease	\$10,200	\$10,200
Rent: For-Profit Rent		\$56,501
Operations: CHG Base Funding	\$6,836	\$87,327
TANF: For-Profit Rent	\$17,626	\$22,905
TANF: Operations	\$17,626	\$17,904
A. CHG Base Subtotal: \$229,219		
HEN SFY 2016 January 1, 2016 – June 30, 2016		
HEN: Admin 2016		\$1,742
HEN: Rent and Housing Costs 2016		\$23,142
HEN: Operations 2016		\$0
B. HEN 2016 Subtotal: \$24,884		
HEN SFY 2017 July 1, 2016 – June 30, 2017		
HEN: Admin 2017	\$2,836	\$2,836
HEN: Rent and Housing Costs 2017	\$37,680	\$37,680
HEN: Operations 2017		\$0
C. HEN 2017 Subtotal: \$40,516		
GRANT TOTAL: \$294,619		

ALL OTHER TERMS AND CONDITIONS OF THIS GRANT REMAIN IN FULL FORCE AND EFFECT.


SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR ISLAND COUNTY

Law & Justice Facility, 101 NE 6th St, PO Box 5000, Coupeville WA 98239-5000
Phone: (360) 679-7361 Fax: (360) 679-7383

ALAN R. HANCOCK
Judge
VICKIE I. CHURCHILL
Judge
ANDREW SOMERS
Court Administrator

TO: BOARD OF ISLAND COUNTY COMMISSIONERS

FROM: ANDREW SOMERS
COURT ADMINISTRATOR

DATE: JUNE 27, 2016

SUBJ: WORK SESSION AGENDA- JULY 13, 2016

1. **SUBJECT: IS CO SUPERIOR COURT & ANN McDONALD TITLE 26 GAL CONTRACT**
RM: RM-SC-2016-227 TERM: 8/15/2016 TO 8/14/2017 AMOUNT: (NTE - \$4000.00)
DESCRIPTION: DISCUSSION
ATTACHMENT: CONTRACT
ACTION REQUESTED: APPROVE REVIEW OTHER

2. **SUBJECT:**
RM: TERM: AMOUNT:
DESCRIPTION:
ATTACHMENT:
ACTION REQUESTED: APPROVE REVIEW OTHER

3. **SUBJECT:**
RM: TERM: AMOUNT:
DESCRIPTION:
ATTACHMENT:
ACTION REQUESTED: APPROVE REVIEW OTHER

4. **SUBJECT:**
RM: TERM: AMOUNT:
DESCRIPTION:
ATTACHMENT:
ACTION REQUESTED: APPROVE REVIEW OTHER

Provide either electronically or by hard copy one (1) copy of document(s) and Agenda. Documents & Agenda are due the week before the Wednesday meeting, on Monday, by close of business. For example, if the Work Session falls on October 9, documents were due on Monday, September 30.

.....

Sheriff Mark C. Brown

Post Office Box 5000

Coupeville, WA 98239-5000

360-678-4422, 629-4523 x7310, 321-5113 x7310

Fax 360-679-7371 MarkB@co.island.wa.us

Island County Sheriff's Office

STAFF SESSION Meeting Agenda July 13, 2016

SHERIFF

Subject: Interlocal Agreement ICSO and Coupeville Marshall

Attachment: Yes

Proposed Action: Discussion

Subject: Interlocal Agreement ICSO and Oak Harbor Police Department

Attachment: Yes

Proposed Action: Discussion

Subject: Interlocal Agreement ICSO and Langley Police Department

Attachment: Yes

Proposed Action: Discussion

INTERLOCAL AGREEMENT BETWEEN
ISLAND COUNTY SHERIFF'S OFFICE AND COUPEVILLE MARSHALL'S OFFICE

This AGREEMENT is entered into by and between the ISLAND COUNTY SHERIFF'S OFFICE and the COUPEVILLE MARSHALL'S OFFICE.

- | | |
|---|--|
| <p>1. Award Recipient Name and Address
Coupeville Marshall's Office</p> | <p>2. Contact: Rick Norrie
Title: Marshall
Telephone: 360-678-4461</p> |
| <p>3. Project Title:
Homeland Security Grant</p> | <p>4. Award Period:
09/01/2015-06/30/2018</p> |
| <p>5. Grant No.
E16-174</p> | <p>6. Funding Authority
Washington State Military Department</p> |
| <p>7. Amount Approved:
\$17,407.28</p> | <p>8. Service Area:
Town of Coupeville</p> |

COST									
Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Agency cost	\$7,894.08	\$1,363.20	\$8,150.00	\$0	\$0	\$0	\$0	\$0	\$17,407.28

FUNDING SOURCE

Funding for this AGREEMENT is provided to the ISLAND COUNTY SHERIFF'S OFFICE from the Washington State Military Department for the intended purpose/use as defined in the Homeland Security Grant No.E16-174, which is incorporated by reference. Funding awarded to the RECIPIENT shall not exceed \$17,407.28.

SCOPE OF SERVICES

The RECIPIENT shall use the funds awarded to meet the requirements identified in the award letter, which is attached hereto and incorporated herein. The required quarterly report will be submitted within ten days of the end of the quarter. Funds will be disbursed once the Island County Sheriff's Office has been reimbursed by Washington State Military Department. Delays in report submittal or project related activities may result in a delay of disbursement of funds.

INDEMNIFICATION

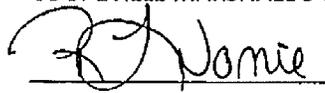
Each party agrees to be responsible and assumes liability for its own wrongful and/or negligent acts or omissions in the performance of this Agreement or those of their officials, officers, agents or employees to the fullest extent required by law, and further agrees to save, indemnify, defend and hold the other party harmless from any such liability. No joint venture or partnership is formed as a result of this Agreement.

IN WITNESS WHEREOF, ISLAND COUNTY SHERIFF'S OFFICE and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

ISLAND COUNTY SHERIFF

COUPEVILLE MARSHALL'S OFFICE

Name: Mark Brown
Sheriff



Name: Rick Norrie
Marshall

Date: _____

Date: 4/27/2016

Richard M. Hannold, Chair
Board of Island County Commissioners

Date: _____

INTERLOCAL AGREEMENT BETWEEN
ISLAND COUNTY SHERIFF'S OFFICE AND OAK HARBOR POLICE DEPARTMENT

This AGREEMENT is entered into by and between the ISLAND COUNTY SHERIFF'S OFFICE and the OAK HARBOR POLICE DEPARTMENT.

- | | |
|---|--|
| <p>1. Award Recipient Name and Address
Oak Harbor Police Department</p> | <p>2. Contact: Terry Gallagher
Title: Police Administrator
Telephone: 360-279-4602</p> |
| <p>3. Project Title:
Homeland Security Grant</p> | <p>4. Award Period:
09/01/2015-6/30/2018</p> |
| <p>5. Grant No.
E16-174</p> | <p>6. Funding Authority
Washington State Military Department</p> |
| <p>7. Amount Approved:
\$45,947.04</p> | <p>8. Service Area:
City of Oak Harbor</p> |

COST									
Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Agency cost	\$14,756.80	\$2,190.24	\$29,000.00	\$0	\$0	\$0	\$0	\$0	\$45,947.04

FUNDING SOURCE

Funding for this AGREEMENT is provided to the ISLAND COUNTY SHERIFF'S OFFICE from the Washington State Military Department for the intended purpose/use as defined in the Homeland Security Grant No.E16-174, which is incorporated by reference. Funding awarded to the RECIPIENT shall not exceed \$45,947.04.

SCOPE OF SERVICES

The RECIPIENT shall use the funds awarded to meet the requirements identified in the award letter, which is attached hereto and incorporated herein. The required quarterly report will be submitted within ten days of the end of the quarter. Funds will be disbursed once the Island County Sheriff's Office has been reimbursed by Washington State Military Department. Delays in report submittal or project related activities may result in a delay of disbursement of funds.

INDEMNIFICATION

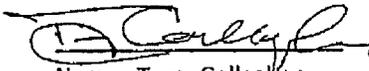
Each party agrees to be responsible and assumes liability for its own wrongful and/or negligent acts or omissions in the performance of this Agreement or those of their officials, officers, agents or employees to the fullest extent required by law, and further agrees to save, indemnify, defend and hold the other party harmless from any such liability. No joint venture or partnership is formed as a result of this Agreement.

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ISLAND COUNTY SHERIFF

OAK HARBOR POLICE DEPARTMENT

Name: Mark Brown
Sheriff


Name: Terry Gallagher

Police Administrator

Date: _____

Date: 6-16-2016

ISLAND COUNTY COMMISSIONER

CITY OF OAK HARBOR

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


Robert Severns

Mayor City of Oak Harbor

Date: 6-16-16

INTERLOCAL AGREEMENT BETWEEN
ISLAND COUNTY SHERIFF'S OFFICE AND LANGLEY POLICE DEPARTMENT

This AGREEMENT is entered into by and between the ISLAND COUNTY SHERIFF'S OFFICE and the LANGLEY POLICE DEPARTMENT.

- | | |
|--|--|
| <p>1. Award Recipient Name and Address
Langley Police Department</p> | <p>2. Contact: Dave Marks
Title: Chief
Telephone: 360-221-4433</p> |
| <p>3. Project Title:
Homeland Security Grant</p> | <p>4. Award Period:
09/01/2015-06/30/2018</p> |
| <p>5. Grant No.
E16-174</p> | <p>6. Funding Authority
Washington State Military Department</p> |
| <p>7. Amount Approved:
\$6,132.15</p> | <p>8. Service Area:
City of Langley</p> |

COST									
Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Agency cost	\$5,184.00	\$948.15	\$0	\$0	\$0	\$0	\$0	\$0	\$6,132.15

FUNDING SOURCE

Funding for this AGREEMENT is provided to the ISLAND COUNTY SHERIFF'S OFFICE from the Washington State Military Department for the intended purpose/use as defined in the Homeland Security Grant No.E16-174, which is incorporated by reference. Funding awarded to the RECIPIENT shall not exceed \$6,132.15.

SCOPE OF SERVICES

The RECIPIENT shall use the funds awarded to meet the requirements identified in the award letter, which is attached hereto and incorporated herein. The required quarterly report will be submitted within ten days of the end of the quarter. Funds will be disbursed once the Island County Sheriff's Office has been reimbursed by Washington State Military Department. Delays in report submittal or project related activities may result in a delay of disbursement of funds.

INDEMNIFICATION

Each party agrees to be responsible and assumes liability for its own wrongful and/or negligent acts or omissions in the performance of this Agreement or those of their officials, officers, agents or employees to the fullest extent required by law, and further agrees to save, indemnify, defend and hold the other party harmless from any such liability. No joint venture or partnership is formed as a result of this Agreement.

IN WITNESS WHEREOF, ISLAND COUNTY SHERIFF'S OFFICE and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

ISLAND COUNTY SHERIFF

LANGLEY POLICE DEPARTMENT

Name: Mark Brown
Sheriff

Dave Marks
Name: Dave Marks
Chief

Date: _____

Date: 5-1-16

Richard M. Hannold, Chair
Board of Island County Commissioners

Date: _____



Island County Facilities Management

Commissioner's Agenda

- Work Session -
July 13, 2016

Larry Van Horn, Facilities Director

County Commissioners:

Rick Hannold, Chair

Jill Johnson, Member

Helen Price Johnson, Member

-
- 1) Subject/Description: Conditional Use Permit with Town for WSU move
Attachment: No
Action Requested: No
Follow up:

 - 2) Subject/Description: Meeting held with L&J Departments
Attachment: No
Action Requested: No
Follow up:

 - 3) Subject/Description: Great Floors; Law & Justice Re-carpet. PO Amount: \$27,258.05
Attachment: Yes
Action Requested: No
Follow up:

Misc. updates:



PURCHASE ORDER

10769

Island County Facilities Management Department

Please reference number on invoice

PO Box 5000
Coupeville, WA 98239-5000
(360) 678-5111

Order date 6-3-16
Ordered by Dane Kinney
Requested for Law & Justice

Contact Phone # (360) 678-7872
Approved by [Signature] 6-6-16

Vendor Name Great Floors LLC Contact Person Rob Seabury
Address 346 West Bakerview Road City / State / Zip Bellingham, WA 98226
Phone 360-738-3599 Fax n/a Federal Tax ID # 602-049-236

This purchase order is for Goods General Services Professional Services Public Works Construction

Risk Manager Contract # RM-FAC-2016-198 Risk Manager Signature [Signature] 06/07/2016

Vendors & Quotes Per ICC 2.30A.020 & 2.30A.050
1) _____ 2) _____
3) _____ 4) _____ 5) _____

Remarks / Attachments Attachments A & B with Exhibits 1 & 2

Date Required *	Place of Delivery
-----------------	-------------------

* Please notify us immediately if you are unable to ship complete order to be received by date specified *

Quantity	BARS #	Job #	Item Number / Description	Unit Price	Amount
		<u>F-609</u>	<u>Law & Justice Facility: Clerk and Lobby, Third Courtroom, and Courtrooms 1 & 2 Bench sections' Existing Carpet Demolition and New Carpet Tile installation at 101 NE Sixth Street, Coupeville as outlined in QUOTE #2 for PHASE 2 OF 3 dated 10/13/2015; QUOTE #1 for Third Courtroom dated 1/5/2016; and Email price confirmation for Courtrooms 1 & 2 Bench areas dated 5/31/2016.</u>		<u>25,076.40</u>
			<u>(Attached hereto)</u>		

I have read and agree to the terms of this Purchase Order (front, back, and any attachments).

(VENDOR MUST RETURN SIGNED PURCHASE ORDER BEFORE GOODS OR SERVICES ARE RENDERED)

Vendor Signature _____ Date _____

Subtotal	<u>25,076.40</u>
Freight	
Tax	<u>2,181.65</u>
TOTAL	<u>27,258.05</u>



Contract Summary

Flooring Materials and Services



Contract#: 00710 **Replaces:** 06801

This contract features an array of flooring materials and services to accommodate a wide range of repair/replacement needs for typical governmental institutions and educational environments.

Carpet, being the main utility, features over 100 styles with multiple color options per style from 6 of the worlds largest carpet mills (Bentley Prince Street • InterfaceFLOR • Mannington Commercial • Milliken • Shaw Industries • The Mohawk Group). Performance ranges from "Light Duty" to "High Performance" including several options with high Appearance Retention Ratios.

Minimum carpet requirements:

- Sustainability: "Gold" certified in accordance with the ANSI NSF 140-2007 sustainable carpet assessment standard ([link to the standard](#)).
- Indoor Air Quality: All carpet meets the Carpet and Rug Institute's Green Label Plus indoor air quality standard ([link to the standard](#)).
- Recycling: All bidders were required to have an existing carpet recycling program.

Important Note on Installation: Carpet and Resilient Material pricing includes standard installation as defined in the [Technical Specifications](#). While all other material pricing includes installation as well, the specifics are detailed on individual price sheets, where applicable. The purchase of uninstalled materials will be negotiated on a case-by-case basis. Contact DES for assistance as needed.

Current Term Start Date: 09-24-2014	Award Date: 09-24-2010	Est. Annual Worth: \$11,484,268
Current Term Ends On: 09-23-2016	Final Term Ends On: 09-23-2016	
Diversity: 0% WBE 0% MBE	# of Bids Received: 6	
Contact Info: Master Contracts & Consulting – Team B at (360) 407-2212 or descprmoofficeoperations@des.wa.gov		
Who can use this contract?		

» [Organizations with Master Contract Usage Agreements](#)

Current Documents

Resources

Dane Kinney

From: Rob Seabury <r.seabury@greatfloors.com>
Sent: Tuesday, May 31, 2016 12:47 PM
To: Dane Kinney
Cc: d.martin@greatfloors.com; Larry Van Horn; John Matteson
Subject: RE: Cville Courtrms RFI

Good afternoon,
Pricing still good. There was no increase with Lucky Break on the state contract.

Rob

Rob Seabury
Commercial Sales

[Great Floors](#)
346 West Bakerview Road
Bellingham, WA 98226

Main Office: (360) 738-3599
Cell: (360) 815-7255
Email: r.seabury@greatfloors.com

From: Dane Kinney [<mailto:d.kinney@co.island.wa.us>]
Sent: Wednesday, May 25, 2016 3:44 PM
To: Rob Seabury <r.seabury@greatfloors.com>
Cc: d.martin@greatfloors.com; Larry Van Horn <l.vanhorn@co.island.wa.us>; John Matteson <J.Matteson@co.island.wa.us>
Subject: Cville Courtrms RFI

Good afternoon Rob,

We're modeling a new PO to continue with the L & J recarpet this summer. Can you please confirm that the attached cost estimate is accurate for the Courtrooms bench sections colored on page 2 of the attachment.

Thanks,

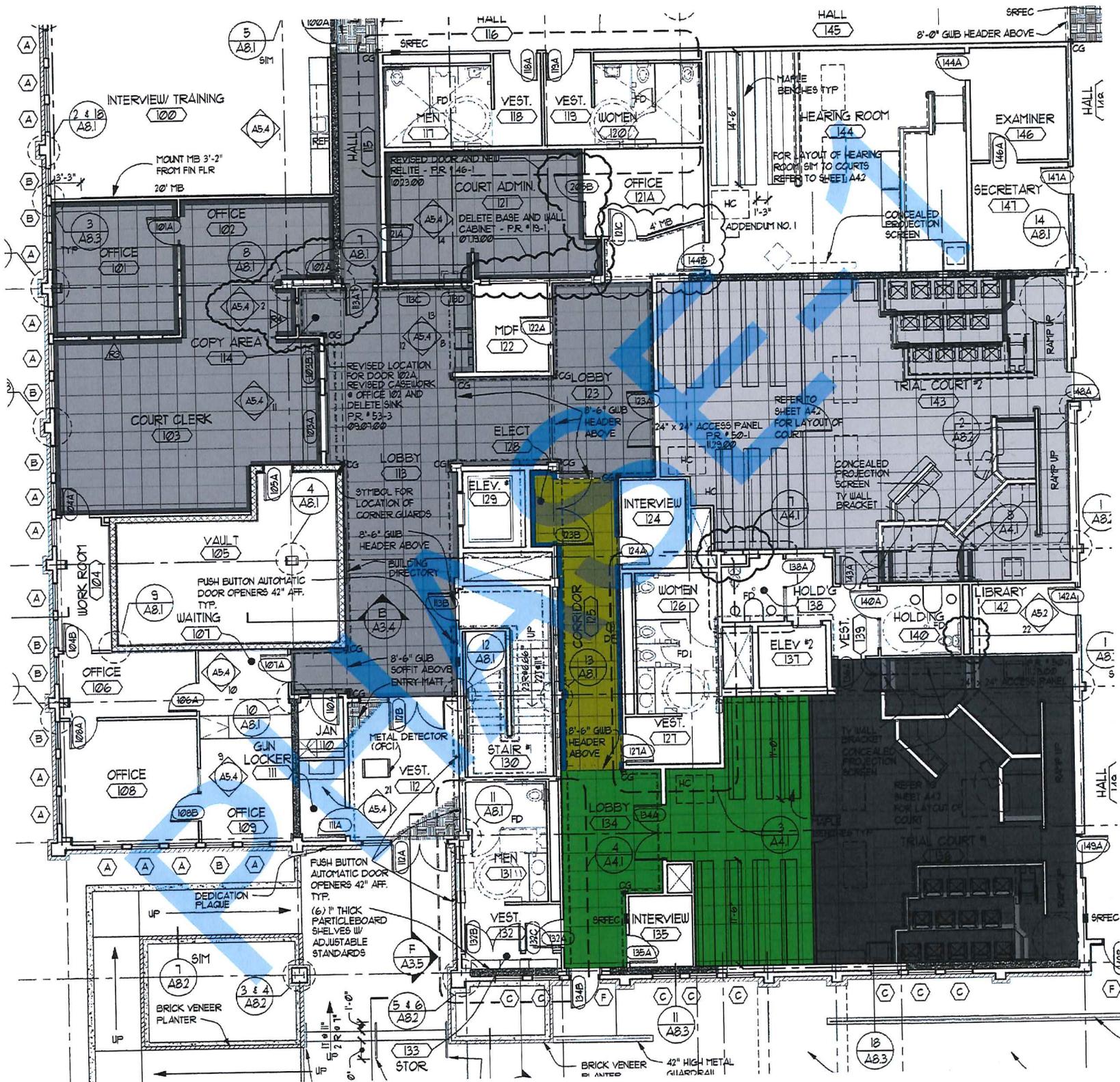
Dane Kinney | Project Specialist
Office: 360.678.7872 | Cell: 360.632.6531
107 NE 6th Street | PO BOX 5000 | Coupeville, WA 98239
website: [Island County Facilities Management](#)
email: d.kinney@co.island.wa.us

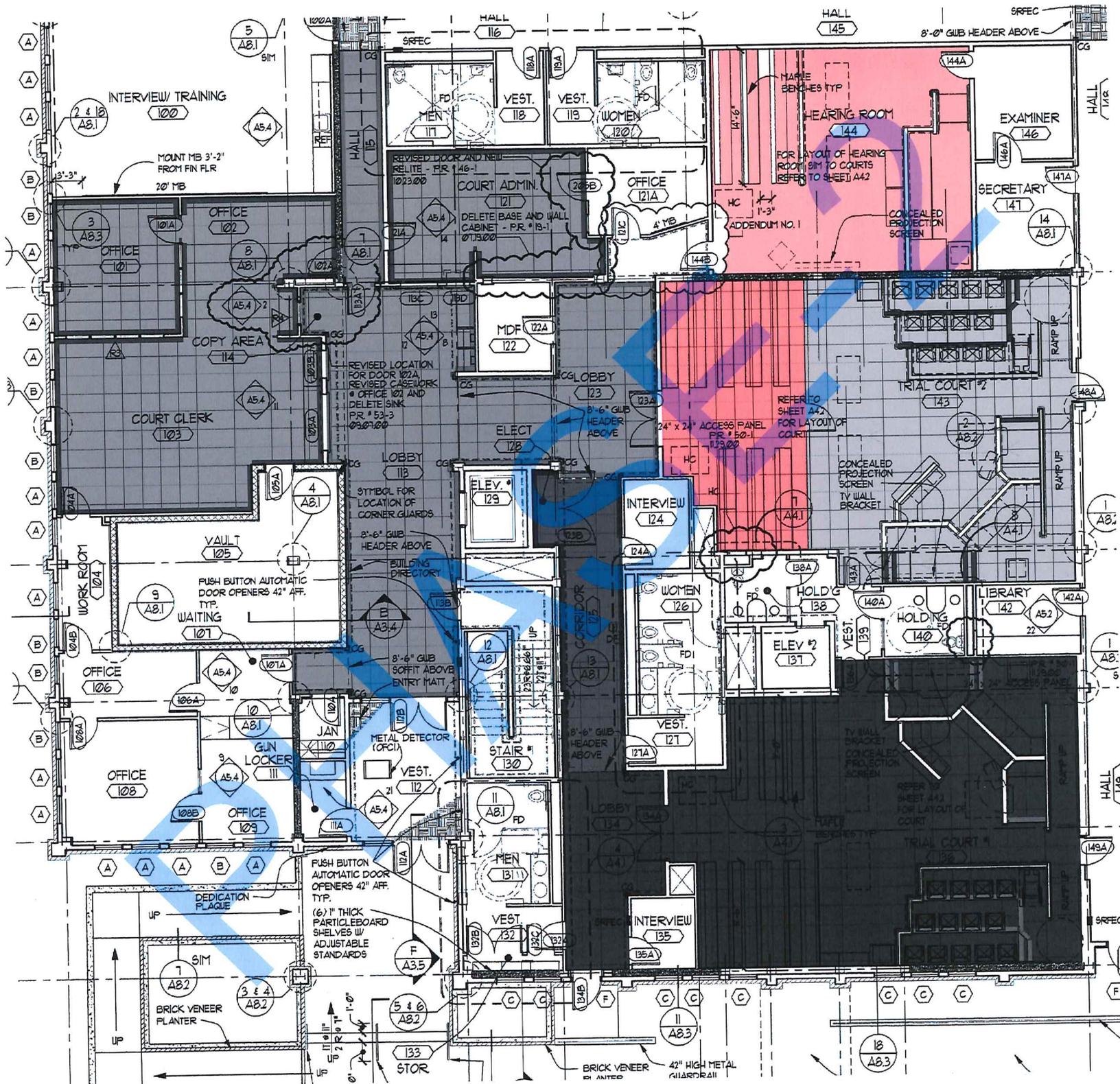
	10/13/16 Quotes	6/29/15 Quote
PHASE 1 - PA Section	276.99	
PHASE 2 - Clerk & Lobby	357.11	
PHASE 3 - Courtrooms	207.87	
SY Total	841.97	964.5
SY Difference	122.53	
	COURTRM Benches	

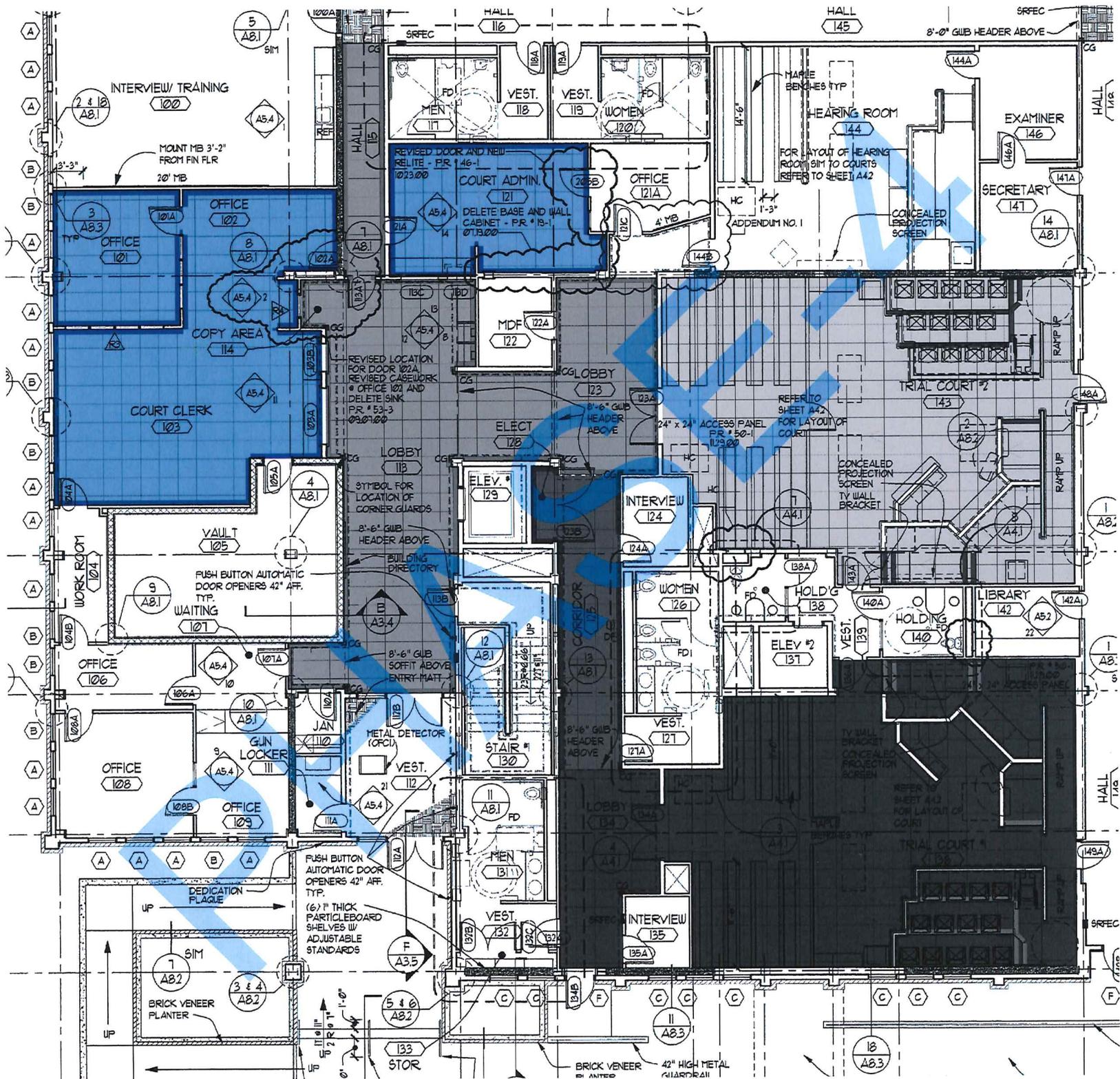
COURTRM Benches Estimate

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
122.53	"Lucky Break"	\$ 26.13	\$ 3,201.71
122.53	DEMO	\$ 2.68	\$ 328.38
47	MISC Labor	\$ 53.58	\$ 2,518.26
	WALL Base/ Trans		\$ -
	SUBTOTAL		\$ 6,048.35
	WSST		\$ 526.21
	TOTAL		\$ 6,574.56

PLEASE Confirm







ATTACHMENT "A"
TO CONTRACTS AND PURCHASE ORDERS
For Services or Public Works Contracts
F-609

PO # 10769

PUBLIC WORKS PROJECT

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Island County, agencies of Island County and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless Island County only to the extent claim is caused in whole or in part by negligent or intentional acts or omissions of Contractor.

INSURANCE/INDUSTRIAL INSURANCE WAIVER

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

1. The Consultant/Contractor shall not commence work under this Contract until the Consultant/contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.
2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation, to be maintained by the Consultant/Contractor shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without Sixty (60) days prior written notice to the County. The Consultant/Contractor's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant/Contractor's insurance and shall not contribute to it.
3. The Consultant/Contractor shall maintain, during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the Contracting Agency from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the Consultant/Contractor or by anyone directly employed by or contracting with the Contracting Agency.

Specific limits required	\$2,000,000 General Aggregate
	\$1,000,000 Products/Completed Operations
	\$1,000,000 Personal Injury and Advertising Injury
	\$1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2011) and an endorsement that specifically states the Consultant/Contractor's General Liability shall be primary, and not contributory, with any other insurance maintained by the County.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

4. Commercial General Liability insurance shall be endorsed to include a "cross liability", indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suits brought.

5. The Consultant/Contractor shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Contained Single Limit to protect the Contracting Agency from claims which may arise from the performance of this Contract, whether such operations be by the Consultant/Contractor or by anyone directly or indirectly employed by the Contracting Agency. Covered auto shall be designated as "Symbol 1" any auto.

6. All Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of a three (3) year tail coverage shall be maintained after the expiration of the contract.

7. The Consultant/Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Consultant/Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

8. Industrial Insurance Waiver. With respect to the performance of this Contract and as to claims against the County, its officers, agents and employees, the Consultant/Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Consultant/Contractor against the County. However, the Consultant/Contractor's waiver of immunity by the provisions of this paragraph extend only to claims against the Consultant/Contractor by County, and does not include or extend to claims by the Consultant/Contractor's employees directly against the Consultant/Contractor. This waiver is mutually negotiated by the parties to this Agreement.

9. Professional Liability Insurance. Prior to the start of work, the Consultant/Contractor will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VI. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the Consultant/Contractor for a minimum of three (3) years following the termination of this Contract, and the Consultant/Contractor shall annually provide the County with proof of renewal.

10. Sub-consultants/sub-Contractors. Consultant/Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated herein.

NOTE TO DEPARTMENTS: Limits of insurance may vary depending on individual contracts

Consultant/Contractor Derick Martin Date: 6/20/16

ATTACHMENT "B"
TO CONTRACTS AND PURCHASE ORDERS
CONDITIONS WHICH APPLY TO PUBLIC WORKS CONTRACTS

PO # 10769

1. **Award of Bid:** The bid shall be awarded to the lowest responsible bidder, taking into consideration the quality and past experience with similar or related work. *(The Board of County Commissioners reserves the right to reject any or all bids for cause and to waive any informalities).*
2. **Payment:** Shall be made within thirty working days (upon submission of a correct invoice) following completion and acceptance of delivery. Pursuant to RCW 60.28.011 there will be reserved and retained from monies earned by the Contractor, a sum equal to 5 percent. The retainage will be held in a fund until 60 days following final completion and acceptance of the work and compliance with RCW 60.28.021 and RCW 60.28.051. For Public Works projects that last more than one month, for which partial progress payments are not already covered under the WSDOT Standard Specification, the County may, as an option, make partial progress payments (less retainage) once each month, based upon partial estimates prepared by Island County's representative who administers the particular public works project.
3. **Warranty:** Bidders shall submit with their bids a detailed comprehensive statement of the nature and scope of work as well as materials and equipment to be furnished. Supplies are subject to inspection for defect in workmanship and material and may be rejected/returned correction/replacement.
4. **Silence of Specifications:** The apparent silence of specifications as to any details, or the omission from them of a detailed description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials/workmanship of first quality and correct size, type and design are to be used.
5. **Time for Completion:** If construction, this project will be completed as shown in the specifications provided for the work.
6. **Prevailing Wages to be paid on Public Works Contracts:** Before payment is made by Island County of any sums due for work on a public works contract, the County must receive from the Contractor a copy of Statement of Intent to Pay Prevailing Wages (Form L&I No. F700-029-000) approved by Washington State Department of Labor and Industries. An Affidavit of Wages (L&I No. F700-007-000) approved by the Department of Labor and Industries must be submitted prior to release of 5% retained on a Public Works Contract. The minimum prevailing wage rates that must be paid by the Contractor and/or his subcontractors are set forth on Exhibit 1 attached hereto.
7. **State Sales Tax** shall be shown in the space provided.
8. **Washington State Industrial Insurance** shall be the responsibility of the contractor.
9. **Public Liability and Property Damage Insurance** is required.
10. **Bid Bond** is required in the amount of 5% of the total bid amount. This bond is to be submitted with bid. (Not for contracts less than \$10,000.)
11. **After Bid Award, separate Performance and Payment Bond** is required in the amount of 100% of the contract price. Or in lieu of a "Performance and Payment Bond" for projects less than \$35,000, as an option, you may have 50% retained for sixty (60) days after completion of contract or until receipt of all necessary releases required and settlements of any liens filed, whichever is later, per RCW 39.08.010. The written option is attached hereto as Exhibit 2.
12. **Certification by Department of Revenue** that all taxes have been paid is required for contracts over \$35,000. (Island County will do this.)
13. **Furnish Federal Tax I.D. Number and copy of Contractor's license.**

Contractor Signature:

Deirdre Mante

Date: 6/20/16

EXHIBIT 1
TO ATTACHMENT "B"

PO# 10769

WASHINGTON STATE PREVAILING WAGE
FOR AN ISLAND COUNTY PUBLIC WORKS PROJECT
(SMALL WORKS PROJECT)

Washington State Prevailing Wage rates applicable to this Contract may be accessed online at Washington State Labor & Industries (L&I) website at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

The following required components for Washington State Wage Rates are applicable to this Purchase Order.

STATE JOURNEY LEVEL PREVAILING WAGE RATES (INCLUDED HEREIN)

BENEFIT CODE KEY (INCLUDED HEREIN)

APPRENTICE PREVAILING WAGE RATES

Apprentice rates applicable to this Contract will be those published online at the L&I's website. To lookup Apprentice rates, follow the link to "Look Up, Print and/or Download Apprentice Rates" or by typing the following URL on your web browser:

<https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx>

Use the following information that applies to this Contract:

- County: **ISLAND**
- Effective Date: **6/3/2016**
- Trade: Select the trade of the Apprentice
- Select trades have multiple apprenticeship programs within the selected County. Select the appropriate apprentice program from the list.

NOTE: RESIDENTIAL RATES DO NOT APPLY TO THIS CONTRACT

State of Washington
Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 6/3/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Island	Soft Floor Layers	Journey Level	\$44.11	<u>5A</u>	<u>3D</u>	

State of Washington
Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Apprentice Level Prevailing Wage Rates for Island County and Soft Floor Layers Trade for the Effective Date: 6/3/2016

<u>Step</u>	<u>Occupation</u>	<u>Begin Hours</u>	<u>End Hours</u>	<u>Apprentice Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Step 1	Carpet, Linoleum & Soft Tile Layer/Western WA	1	1000	\$21.58	<u>5A</u>	<u>3D</u>	
Step 2	Carpet, Linoleum & Soft Tile Layer/Western WA	1001	2000	\$27.11	<u>5A</u>	<u>3D</u>	
Step 3	Carpet, Linoleum & Soft Tile Layer/Western WA	2001	3000	\$33.48	<u>5A</u>	<u>3D</u>	
Step 4	Carpet, Linoleum & Soft Tile Layer/Western WA	3001	4000	\$35.23	<u>5A</u>	<u>3D</u>	
Step 5	Carpet, Linoleum & Soft Tile Layer/Western WA	4001	5000	\$36.99	<u>5A</u>	<u>3D</u>	
Step 6	Carpet, Linoleum & Soft Tile Layer/Western WA	5001	6000	\$38.75	<u>5A</u>	<u>3D</u>	
Step 7	Carpet, Linoleum & Soft Tile Layer/Western WA	6001	7000	\$40.51	<u>5A</u>	<u>3D</u>	
Step 8	Carpet, Linoleum & Soft Tile Layer/Western WA	7001	8000	\$42.26	<u>5A</u>	<u>3D</u>	

Attachment B, Exhibit "2" PO# 10769

OPTION

In lieu of a "Performance Bond" and a "Payment Bond" on contracts of \$35,000 or less, 50% can be retained for a period of sixty (60) days after acceptance of the work or until receipt of all necessary releases required and settlements of any liens filed, whichever is later. (RCW 39.08.010)

Project: Law & Justice Re-Carpet

I agree with this option of withholding 50% as stated above.

Contractor's Name Derek Martin - Great Floors

Date: 6/20/16



**ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT**

**COMMISSIONERS AGENDA
- Long Range Planning - Work Session -**

July 13, 2016

Subject/Description: Discussion of the Island County Comprehensive Plan update & next steps, including review & discussion of draft materials.

Attachment: Yes/ Calendar, further documents to be distributed at the meeting.

Action Requested: *Discussion only*

Follow up:

Subject/Description: Discussion of code changes related to the periodic update.

Attachment: No

Action Requested: *Discussion only*

Follow up:

Subject/Description: Discussion of the Freeland Development Regulations, including review of draft materials

Attachment: No

Action Requested: *Discussion only*

Follow up:

Tentative Calendar For Completion

(Revised 07-06-16, GMA No. 12107)

■ PC Mtg Dates ■ Public Mtg Dates ■ Holidays (Closed)
■ Board Mtg Dates ■ Materials Due Dates ○ Key Dates
■ Joint Mtg Dates ● Regular Mtg Dates

July 2016				
Monday	Tuesday	Wednesday	Thursday	Friday
27	28	29	30	1 *Photo Contest Begins Materials Due 7/11 PC Mtg
4	5 BOCC on Final Draft for Conditional Approval	6	7	8 Compliance Report on FWHCA Due Materials Due for PA Mtgs
11 PC Mtg PA Mtg (Langley)	12	13 BOCC Mtg Add due for Freeland Mtg PA Mtg (Coupeville)	14 Freeland Drop-In Day	15 Materials Due 7/25 PC Mtg
18 Freeland Dev Regs to Legal	19 PA Mtg (Oak Harbor)	20 BOCC mtg on Freeland Dev Regs & Draft Plan for Commerce	21 PA Mtg (Camano)	22 Materials Due for 9/25 Freeland mtg Add due for 8/8 PC
25 PC Mtg on Code Updates & Freeland Regs Freeland Dev Regs Public Mtg	26 BOCC mtg (Draft Plan if need as Regular Agenda Item)	27 Materials Due 8/3 BOCC Mtg	28	29 Materials Due 8/8 PC Mtg

August 2016				
Monday	Tuesday	Wednesday	Thursday	Friday
1	2	3 BOCC update on PA Mtg Comments	4	5
8 PC mtg on PA Mtg Comments, Freeland Regs, CAO Code Updates	9	10 Materials Due for 8/17 BOCC Mtg	11	12 Add Due for 8/29 Joint Mtg & Opt 5/31 Freeland Mtg
15	16	17 BOCC Mtg on Freeland Regs, CAO Add due for 8/31 Freeland Mtg	18 Compliance Hearing on FWHCA Items	19 Materials Due for 8/29 Joint Mtg CAO updates due
22 PC mtg on Freeland Regs, Code Updates	23 CAO Code Updates to Legal - Draft FOF & Ord	24	25	26
29	30	31 Freeland Dev Regs Workshop Mat Due for 9/7 BOCC Add due for 9/15 Joint	1	2

September 2016				
Monday	Tuesday	Wednesday	Thursday	Friday
29	30	31	1	2 Materials due for 9/12 Joint Mtg & 9/12 POC
5	6	7 BOCC Mtg on Code Updates	8	9 Add due for 9/26 PC
12 Joint Mtg ICCP, FSA, Codes PC Mtg Freeland Dev Regs	13	14 Materials Due for 9/21 BOCC	15	16 Materials Due for 9/26 PC Mtg
19 60-Day Review Ends 9/18 If Starts 7/20	20 Tentative *Photo Contest Ends	21 BOCC Mtg on Freeland Dev Regs Add due for 10/4 & 10/6 Mtgs	22 Tentative Optional Freeland OH	23 Add due for 10/10 PC 60-Day Review Ends 9/24 If Starts 7/26
26 PC Mtg on Code Updates	27 Draft Adopting Ordinance Due to Legal	28 Materials Due for 10/5 BOCC	29 Materials due for Opt 10/6 Joint Mtg	30 Mat Due for 10/10 PC

October 2016				
Monday	Tuesday	Wednesday	Thursday	Friday
3 (Optional) Joint Mtg ICCP, FSA, Codes	4	5 BOCC	6 (Tentative) Joint Mtg ICCP, FSA, Codes	7 Add due for 10/24 PC Final Adoption Materials to Legal
10 PC Mtg on Code Updates	11	12 Materials due for 10/19 BOCC	13 Announce Winners of Photo Contest	14 Materials due for 10/24 PC
17	18	19 BOCC Scheduling Final Adoption	20	21
24 Opt. PC PH cont. on Final Adoption, CAO & Other Codes PH	25	26	27	28 Post Notice of PH for Final Adoption on 11/15
31	1	2	3	4

November 2016				
Monday	Tuesday	Wednesday	Thursday	Friday
31	1	2	3	4 Materials due for Opt 11/14 PC PH
7	8 11/15 BOCC Materials Due for Final Adoption	9	10	11
14 Opt. PC PH cont. on Final Adoption, CAO & Other Codes PH	15 BOPC PH on ICCP Final Adoption, CAO & Other Codes	16	17	18
21	22 Opt BOPC PH on ICCP Final Adoption, CAO & Other Codes	23 Materials to Commerce if Adopted 11/15	24	25
28	29	30 Materials to Commerce if Adopted 11/22	1	2

December 2016				
Monday	Tuesday	Wednesday	Thursday	Friday
28	29	30	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

BUDGET/GSA
WORK SESSION AGENDA

July 13, 2016

- (1) Subject: Contract for Animal Shelter Services - WAIF
Attachment: Yes
Action Requested: Schedule for signature at upcoming Tuesday meeting on consent agenda

- (2) Subject: Rural County Sales Taxes – Recommendations by Council of Governments
Attachment: Yes
Action Requested: Discussion

- (3) Subject: Conservation Futures Funding Awards
Attachment: Yes
Action Requested: Discussion

Contractor: Whidbey Animals' Improvement Foundation
Project: Animal Control Shelter Services
Contract No.: RM-GSA-2016- 201

ANIMAL CONTROL SHELTER FACILITY SERVICES AGREEMENT
WHIDBEY ANIMALS' IMPROVEMENT FOUNDATION
AND ISLAND COUNTY

THIS Agreement is between Island County, a political subdivision of the State of Washington, hereinafter referred to as the "County", and Whidbey Animals' Improvement Foundation, a Washington non-profit corporation, hereinafter referred to as "Contractor." The County and Contractor shall be jointly referred to as the "Parties."

WHEREAS, the County is authorized by law to assert control of dogs within the County's unincorporated areas, and the County animal control authority is exercised by the Island County Sheriff; and

WHEREAS, the County regulations for control of dogs within the County's unincorporated areas are set out in Island County Code, and the County requires an animal control shelter facility for dogs impounded or that may otherwise be confined pursuant to Ch. 6.08 ICC; and

WHEREAS, dogs unclaimed at the expiration of the periods for impoundment, veterinary quarantine and abandonment under County ordinances require humane management of their disposition, and Contractor has a program which it exercises in its discretion to humanely manage the disposition of unclaimed dogs to meet the County's objectives in controlling dogs within its limits; and

WHEREAS, the County has a need for a community outreach and education program focusing on increasing compliance with dog licensing, leash laws, and responsible dog ownership within the unincorporated areas of Whidbey Island; and

WHEREAS, the County recognizes feral cat populations are a public health concern and threaten the habitat and nesting grounds of numerous species of birds, and that a long-term solution to feral cat populations involves the spaying and neutering of feral cats; and the County desires to support Contractor's CATsNIP program to help reduce feral cat populations within the County; and

WHEREAS, the County has selected Contractor based upon Contractor's experience, expertise and qualifications to humanely and appropriately care for unclaimed dogs at the expiration of the shelter periods set forth in County ordinance and community outreach and education programs; and

WHEREAS, Contractor has agreed to shelter impounded dogs and humanely manage the disposition of unclaimed dogs surrendered to Contractor by the County at the expiration of the shelter periods established by County ordinances, provide a community outreach and public education, maintain a master database for dog licenses, and conduct a TNR (trap, spay/neuter, release) program to humanely reduce the feral cat population, in return for a fee for such services; and

WHEREAS, the County's ownership and supervision of the unclaimed dogs shall cease upon surrender to Contractor except for those animal control functions applicable under County Code.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE: The County and Contractor enter into this Agreement for Contractor to provide shelter animal shelter services for dogs on Whidbey Island that are impounded by the animal control authority of the County, and to transfer custody and ownership of such unclaimed dogs after the expiration of applicable impound periods under County ordinances to Contractor.

2. SERVICES:

A. Contractor Animal Control Shelter Facility Services: Contractor shall provide animal shelter services to humanely care and house all dogs that are impounded, abandoned or quarantined and delivered to Contractor's facility by the animal control authority of the County. "Animal control authority of the County" shall mean County law enforcement officers, including the County's animal control officers (ACO). For the purposes of this Agreement, "dogs" are defined as domestic dogs and domestic dog hybrids only.

Contractor will assume responsibility and care for dogs delivered to its shelter by the animal control authority of the County for a five (5) day impound period. Contractor agrees to:

- a. Provide proper food, water, housing and humane care for all impounded dogs under its control at the animal control shelter facility;
- b. Maintain sanitation and cleaning protocols in accordance with the Guidelines for Standards of Care in Animal Shelters, published by the Association of Shelter Veterinarians (2010) to minimize disease transmission;
- c. Provide veterinary care for all impounded dogs;
- d. Provide exercise for impounded dogs; and
- e. Provide sufficient, competent and trained staff to assume the responsibilities of this Agreement.

If the dog is within the five (5) day impound period and/or under the jurisdiction of the County, euthanasia and disposal of body will be a County expense.

B. Reunification: Contractor shall use owner information from the dog license database, County or other sources to promptly attempt to give notice to the owner by way of personal contact, telephone or mail that the animal is being held at the shelter facility. Contractor will use social media to assist in the reunion of dog owners with their pets. The shelter will be equipped with universal scanner(s) in order to check for the presence of a microchip to aid identification.

Impounded dogs will be released to owners or custodians upon proof of ownership, and a receipt of payment of all applicable fees and times established pursuant to Title 6 of Island County Code. Any

individual representing him or herself as custodian of the impounded animal should provide written authorization for release from the owner or other sufficient evidence of authority to assume control of the dog on behalf of the owner.

- C. Intake Records: Contractor will maintain a written intake record of all dogs received from Animal Control, which shall include the date and time of receipt, description of the dog by breed, sex, and color, location of apprehension, and by whom apprehended, license number or other identification on the dog, if any. The intake records will indicate what date the dog became the property of Contractor or what date the dog was redeemed by its owner within the five (5) day holding period or any other reason the dog was not held for the full five (5) days. These intake records will be available for public inspection at designated county offices during established viewing hours. Intake records will be retained for a period of two (2) years.
- D. Contractor Unclaimed Dog Services: Contractor will assume ownership and responsibility for disposition of unclaimed dogs five (5) days after delivery to the shelter unless written instructions to the contrary are provided by the County's animal control authority requesting to maintain a dog in protective custody pending legal action. If a dog is not claimed during the applicable holding period, the dog immediately becomes property of the Contractor.

The County has reviewed Contractor's qualifications with respect to dog placement and has chosen Contractor to provide dog disposition services based upon those qualifications. Contractor shall place the dog for adoption, foster care or shelter, or euthanize the animal as Contractor shall deem appropriate in its sole discretion. Contractor is encouraged to work with agencies qualified to assist with hard-to-place dogs or who can provide foster care. Contractor shall provide the County with a monthly report summarizing the status of all unclaimed animals released to Contractor pursuant to this Agreement.

At end of five (5) day impound period Contractor reserves the right to refuse transfer of any dog in County custody that has extraordinary, untreatable medical issues, or has behavior issues that present a public safety concern.

- E. Dog License Database: Maintain administrative management of the sale of licenses for Island County, including a master database for dog licenses that can be used to assist in reuniting dogs with their owners and local animal control officers.
 - F. Education: Provide community outreach and educational programs promoting the benefits of dog licensing and responsible dog ownership, including but not limited to, developing and distributing promotional materials, use of social media, booths at public events and farmers markets, etc.
 - G. Feral Cats: Implement and operate a feral/community cat TNR (trap, neuter/spay, return) program to decrease the feral problem.
3. ANIMAL CONTROL SHELTER FACILITY: Contractor shall house dogs while in the County's custody at Whidbey Animals Improvement Foundation Shelter located at 60 Rhododendron Park Road, Coupeville, WA 98239. Contractor agrees to operate and maintain the animal control shelter facility in a safe and sanitary condition and in compliance with all applicable governmental laws, rules and regulations.

Contractor will not permit any condition to exist which constitutes a nuisance. The County, through its authorized agents and representatives, shall have the right to enter upon and inspect the facility during regular business hours, without prior notice, for the purpose of inspecting the shelter facility for compliance with this Agreement.

4. HOURS OF OPERATION: Contractor's animal control shelter facility hours of operation are:
 - a. Intake, redemption and general business 9:00 a.m. to 4:00 p.m. Monday through Sunday, except when closed for holidays as provided below.
 - b. Adoption and viewing 12:00 p.m. to 4:00 p.m. Wednesday through Sunday, except when closed for holidays as provided below.
 - c. Closed on the following holidays: New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The shelter will close early on Christmas Eve and New Year's Eve.
 - d. Contractor shall notify Animal Control of schedule changes prior to becoming effective. Any material reduction in shelter hours open to the public for redemption or intake of dogs must be mutually agreed upon by both parties hereto.
5. AFTER-HOURS INTAKE: Contractor shall make space and access available for after-hours drop offs of dogs by animal control and authorized law enforcement officers. After-hours intake will only be available to animal control and law enforcement officers through the designated, indoor receiving area.
6. CITIZEN COMPLAINTS: All citizen complaints regarding dogs shall be referred to the Island County Animal Control Officer upon receipt.
7. TREATMENT OF PUBLIC: Contractor shall treat the public fairly and courteously in carrying out services required under this Agreement.
8. ANNUAL COMPENSATION: The County agrees to pay to Contractor a total of Sixty-Four Thousand Eight Hundred Seventy-Five Dollars (\$64,875) annually in twelve (12) monthly installments and continued in-kind contribution of waste disposal at the Coupeville Solid Waste Facility, for services performed under this agreement as follows:

Animal Shelter Services	\$52,375
Animal Licensing Program	\$ 1,500
Community Outreach & Education	\$ 5,000
Feral Cats Spay/Neuter Program	\$ 6,000
Total Annual	\$64,875

Except as noted elsewhere in this Agreement, this payment shall cover all expenses to fulfill the terms of this Agreement.

9. **FEES:** Contractor shall collect and account for license fees, impound fees, boarding fees charged for dogs while impounded in the County's custody (including the five-day holding period), and fines or penalties arising out of violation of the County's animal control ordinances, as provided for in Island County Code Chapter 6.08 as now enacted or hereafter adopted.
- A. Said fees shall be turned in to the Island County Treasurer by Contractor within seven (7) days of receipt, and Contractor shall keep records of these fees in a form acceptable to the Island County Treasurer, including use of preprinted serially numbered receipts. The County will provide license tags and receipt books to Contractor.
- B. Contractor shall retain surrender and adoption fees, and all boarding fees charged after the dog has been transferred to Contractor.
10. **REPORTING:** Contractor shall submit to the Board of Island County Commissioners each year by April 1st a written report including statistical information on the services performed under this Agreement during the previous year.
11. **INDEPENDENT CONTRACTOR:** Contractor acknowledges that it is an independent Contractor and that it is not an Island County agency or the agent of an Island County officer and agrees not to represent itself as such. All volunteers and any paid staff are volunteers and staff of Contractor and not of Island County. Any uniforms or insignia used by Contractor shall not use the words "Island County," or other words not identifying Contractor as a County agency. Contractor shall be responsible for payment of taxes applicable to its operations, including but not limited to business and occupation tax, sales tax, excise tax, income tax, employer's social security tax, employer's industrial insurance premium, and employer's unemployment compensation premium. Contractor shall be solely responsible to collect and transmit to the correct government office any employee taxes, assessments, or contributions which an employer is required to collect from employees and transmit, including but not limited to, social security and income tax withholding.
12. **TERM:** This Agreement shall commence on July 1, 2016 at 12:01 AM and end at midnight on June 30, 2019. Either party may terminate this Agreement earlier without cause by providing one hundred eighty (180) days advance written notice. This Agreement shall be deemed automatically renewed for additional three-year periods unless one party gives one hundred eighty (180) days advance written notice of non-renewal to the other party. Contractor shall be paid for each month of service, or pro-rated month of service, that is provided prior to the date of termination. The County reserves the right to immediately terminate this Agreement without hearing or notice in the event of material default by Contractor. Contractor reserves the right to immediately terminate this Agreement without hearing or notice in the event of material default by the County.
13. **INDEMNIFICATION:** Contractor shall act in a non-negligent manner and not expose Contractor or the County to unnecessary liability. To the fullest extent permitted by law, each party (Contractor and County) shall indemnify, defend and hold harmless the other party, its agents, volunteers, officials, and employees, from and against all claims arising out of or resulting from the performance of this Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Each party (Contractor and County) expressly agrees to indemnify, defend, and hold harmless the other party for any claim arising out of or incident to the respective parties or any of its subcontractor's performance or failure to perform the

Agreement. Each party's obligation to indemnify, defend, and hold harmless the other party shall not be eliminated or reduced by any actual or alleged concurrent negligence of the other party or its agents, volunteers, employees and officials.

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

- A. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by Contractor shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without sixty (60) days written prior notice to the County. Contractor's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the county, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute to it.
- B. Contractor shall maintain, during the life of the Agreement, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement whether such operations be by Contractor or by anyone directly employed by or contracting with Contractor.

Specific limits required	\$2,000,000	General Aggregate
	\$1,000,000	Products/Completed Operations Aggregate
	\$1,000,000	Personal Injury and Advertising Injury
	\$1,000,000	Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states Contractor's General Liability shall be primary, and not contributory, with any other insurance maintained by the County.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000	Each Accident
\$1,000,000	Policy Limit for Disease
\$1,000,000	Each Employee for Disease

Commercial General Liability insurance shall be endorsed to include a "cross liability," indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically

assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

- C. Contractor shall maintain, during the life of this Agreement, Business Automobile Liability Insurance (CA0001) or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per combined single limit to protect Contractor from claims which may arise from the performance of the Agreement, whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor. Covered auto shall be designated as "Symbol 1" any auto.
 - D. All Liability coverages, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of a three (3) year tail coverage shall be maintained after the expiration of the Agreement.
 - E. Contractor shall secure its liability for industrial injury to its employees in accordance with the provision of Title 51 of the Revised Code of Washington. Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.
 - F. Industrial Insurance Waiver – With respect to the performance of the Agreement and as to claims against the County, its officers, agents and employees, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of Contractor against the County. However, Contractor's waiver of immunity by the provisions of this paragraph extend only to claims against Contractor by County, and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.
 - G. Subcontractors – Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated herein.
15. REGULATIONS: This performance of this Agreement shall be subject to all laws, rules and regulations of the United States of America and the State of Washington, and political subdivisions of the State of Washington.
16. NONDISCRIMINATION: During the performance of this Agreement, Contractor shall not discriminate on the basis of race, color, sex, religion, nationality, creed, sexual orientation, marital status, age, or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.
17. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirements of any governmental agency or asserting jurisdiction over the services provided hereunder.
18. VENUE: In the event that any dispute arises over this Agreement, the venue of any legal action shall be that of Island County, Washington.

19. SEVERABILITY: If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or applications, which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of the Agreement are declared severable.
20. WAIVER: Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.
21. NOTICES: Any notices to the County shall be sent to the Island County General Service Administration at the following address:

Island County
Attn: Director of General Services Administration
PO Box 5000
Coupeville WA 98239-5000
(360) 679-7397

Any notices to be sent to Contractor shall be sent to the following address:

Whidbey Animal Improvement Foundation
Attn: Executive Director
PO Box 1108
Coupeville WA 98239
(360) 678-5816

22. ENTIRE AGREEMENT: This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
23. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior consent of the other party, which consent shall not be unreasonably delayed or withheld.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 2016.

**WHIDBEY ANIMAL
IMPROVEMENT FOUNDATION**

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

By: _____
Charles E. Vreeland
Executive Director

By: _____
Richard M. Hannold, Chair

ATTEST:

Debbie Thompson, Clerk of the Board

DRAFT

Island County Council of Governments

MEMBERS

Island County



Board of Island County Commissioners
1 NE 7th Street, Room 214
P. O. Box 5000
Coupeville, WA 98239

*Town of
Coupeville*



Re: Recommendation for Award of .09 Rural Economic Development Sales Tax Funds

Dear Board Members:

During the regular meeting of the Island County Council of Governments held May 25, 2016, the following recommendation for awarding the 2016 Rural Economic Development Sales Tax funds is submitted for Board approval:

*City of Oak
Harbor*



Port of South Whidbey - \$275,000
Project: Port of South Whidbey

Freeland Water Sewer District - \$2,700,000
Project: Freeland Sewer Project

Port of Coupeville - \$25,000
Project: Coupeville Wharf Building Fire Suppression System Components Replacement

City of Langley



City of Oak Harbor - \$1,000,000 over a 3 year term
Project: City of Oak Harbor Clean Water Facility

At the June 22, 2016 Council of Governments regular meeting, Mayor Tim Callison withdrew the City of Langley's application request for .09 Rural Economic Development Sales Tax Funds.

*Island County
Port Districts*



Respectfully,

A handwritten signature in blue ink, appearing to read "Curt Gordon".

Curt Gordon, Chair
Island County Council of Governments

cc: COG Members

	A	B	C	D	E	F	G	H	I
1	RURAL COUNTY ECONOMIC DEVELOPMENT SALES TAXES								
2	FUND 121								
3	6 YEAR CASH PROJECTIONS								
4	BOCC Work Session 07-07-2016								
5		2016	2017	2018	2019	2020	2021		6 YEAR TOTAL
6	ESTIMATED BEGINNING CASH AVAILABLE	\$3,427,000	\$3,708,449	\$3,315,449	\$1,891,449	\$2,840,449	\$3,838,449		\$3,427,000
7									
8	ADD: REVENUES		9%	5%	5%	5%	5%		
9	Sales Taxes	\$902,000	\$983,000	\$1,032,000	\$1,084,000	\$1,138,000	\$1,195,000		
10									
11	Miscellaneous	\$32,511							
12									
13	TOTAL REVENUES	\$934,511	\$983,000	\$1,032,000	\$1,084,000	\$1,138,000	\$1,195,000		\$6,366,511
14									
15	LESS: EXPENDITURES		2%	2%	2%	2%	2%		
16	Economic Development Council	\$75,000	\$77,000	\$79,000	\$81,000	\$83,000	\$85,000		\$480,000
17									
18	In Progress (award balance remaining in 2016)								
19	Port of Coupeville Wharf Assessment	\$26,500							\$26,500
20	Port of Coupeville Wharf Fuel Line Replacements	\$36,576							\$36,576
21	Port of South Whidbey Passenger Ferry Moorage	\$70,820							\$70,820
22									
23	Completed (final payment in 2016)								
24	Port of South Whidbey Clinton Economic Development	\$10,000							\$10,000
25	Port of South Whidbey Fairgrounds	\$23,750							\$23,750
26	Port of South Whidbey Fairgrounds Study	\$10,000							\$10,000
27									
28	Estimated County Indirect Cost Allocation Charge	\$75,416	\$49,000	\$52,000	\$54,000	\$57,000	\$60,000		\$347,416
29									
30	2016 - Recommended Awards								
31	Port of South Whidbey Economic Development		\$275,000						\$275,000
32	Port of Coupeville Wharf Fire Supression	\$25,000							\$25,000
33	City of Oak Harbor Clean Water Facility	\$300,000	\$300,000	\$300,000					\$900,000
34	Freeland Water & Sewer District Sewer Project		\$675,000	\$2,025,000					\$2,700,000
35									
36	TOTAL EXPENDITURES	\$653,062	\$1,376,000	\$2,456,000	\$135,000	\$140,000	\$145,000		\$4,905,062
37	ANNUAL NET CHANGE = REV MINUS EXP	\$281,449	-\$393,000	-\$1,424,000	\$949,000	\$998,000	\$1,050,000		\$1,461,449
38	ESTIMATED CARRY FORWARD TO FOLLOWING YEAR	\$3,708,449	\$3,315,449	\$1,891,449	\$2,840,449	\$3,838,449	\$4,888,449		\$4,888,449
39									
40	Assumptions:								
41	Estimates rounded to nearest thousand \$\$								
42	Line 8: Percentage growth in sales tax revenue								
43	Years 2017 & 2018 used same rate as projected for 2016								
44	Years 2019 & beyond historical average increase								
45	Line 15: Percentage factor for inflation								
46	Line 28: Estimate for County Indirect Cost Allocation charges								
47	The overhead administrative fee is a payment to the Current Expense Fund (aka General Fund)								
48	for various services provided by Current Expense.								
49	Calculated as audited expenditures multiplied by Indirect Cost Allocation percentage used for state and federal grants								
50	Because expenditures are not yet known, estimated charge is calculated as estimated revenues multiplied by 5%								
51									
52									
53	ICC 3.02C.070 Effective - 25 Year length of tax from August 1, 2007								
54	Sales tax sunsets July 31 2032								
55									

CONSERVATION FUTURES
6 YR CASH PROJECTIONS

WHAT IF: All applications funded

Updated 07-07-2016

		2016	2017	2018	2019	2020	2021
Estimated Beginning Cash	Cash at Jan 1	\$813,097	\$59,106	\$848,185	\$1,571,985	\$2,302,485	\$3,039,685
Revenue							
Property Tax Collect		703,575	711,000	718,000	725,000	732,000	739,000
<i>(Estimate increase 1.0% 2017-19)</i>							
Delinquent & other taxes		16,000	16,000	16,000	16,000	16,000	16,000
Port of Coupeville Greenbank Payments		95,324	99,945				
Total Revenue		\$814,899	\$826,945	\$734,000	\$741,000	\$748,000	\$755,000
Encumbrances (known expenses)							
Administration		-9,600	-9,900	-10,200	-10,500	-10,800	-11,100
Bond Debt (Greenbank) PAID IN FULL							
2012 WCLT Crocket Lake	Award Amt = \$270,000; IC CFF grant contract	-190,000					
2014 WSU Weed Control Iverson	Complete	-3,456					
2014 WCLT Trillium	Complete	-21,000					
2014 WCLT Vander Voet/Monroe Landing	Award Amt = \$610,000; IC CFF grant contract	-210,000					
2015 WSU Weed Control Iverson	Award Amt = \$37,866	-19,549	-18,337				
2015 WCLT Lone Lake Phase 1	Award Amt = \$165,000; at this time no IC CFF grant contract						
2015 WCLT Fakkema Farm	Award Amt = \$1,000,000; IC CFF grant contract in progress	-1,000,000					
Sub-total		-1,453,605	-28,237	-10,200	-10,500	-10,800	-11,100
Current Applications							
ICP Double Bluff		-25,000					
ICP Camano Ridge/Dillon		-50,000					
ICP Four Springs		-10,000					
WCLT Trillium		-14,500					
IC Noxious Weed Swan Lake		-15,785	-9,629				
Sub-total		-115,285	-9,629	0	0	0	0
Total Encumbrances + Current Applications		-\$1,568,890	-\$37,866	-\$10,200	-\$10,500	-\$10,800	-\$11,100
TOTAL SOURCES OF CASH		\$1,627,996	\$886,051	\$1,582,185	\$2,312,985	\$3,050,485	\$3,794,685
TOTAL USES OF CASH		-\$1,568,890	-\$37,866	-\$10,200	-\$10,500	-\$10,800	-\$11,100
NET CHANGE IN CASH		\$59,106	\$848,185	\$1,571,985	\$2,302,485	\$3,039,685	\$3,783,585
Estimated Available for Future Project(s)	Cash at December 31	\$59,106	\$848,185	\$1,571,985	\$2,302,485	\$3,039,685	\$3,783,585

Elaine Marlow

From: Pat Powell <pat@wclt.org>
Sent: Thursday, June 30, 2016 3:14 PM
To: Don Mason; Elaine Marlow
Cc: zz Bicc
Subject: Lone Lake Conservation Futures Funds

Dear Don and Elaine,

This is our official notice that we are turning back the Lone Lake Conservation Futures Funds.

Thank you, Pat

Patricia Powell
Executive Director

Whidbey Camano Land Trust
765 Wonn Road C201, Greenbank, WA 98253
360.222.3310 | pat@wclt.org | www.wclt.org
Protecting our treasured lands and waters

CONSERVATION FUTURES
6 YR CASH PROJECTIONS

WHAT IF: All applications funded

Updated 07-07-2016

		2016	2017	2018	2019	2020	2021
Estimated Beginning Cash	Cash at Jan 1	\$813,097	\$59,106	\$848,185	\$1,571,985	\$2,302,485	\$3,039,685
Revenue							
Property Tax Collect		703,575	711,000	718,000	725,000	732,000	739,000
<i>(Estimate increase 1.0% 2017-19)</i>							
Delinquent & other taxes		16,000	16,000	16,000	16,000	16,000	16,000
Port of Coupeville Greenbank Payments		95,324	99,945				
Total Revenue		\$814,899	\$826,945	\$734,000	\$741,000	\$748,000	\$755,000
Encumbrances (known expenses)							
Administration		-9,600	-9,900	-10,200	-10,500	-10,800	-11,100
Bond Debt (Greenbank) PAID IN FULL							
2012 WCLT Crocket Lake	<i>Award Amt = \$270,000; IC CFF grant contract</i>	-190,000					
2014 WSU Weed Control Iverson	<i>Complete</i>	-3,456					
2014 WCLT Trillium	<i>Complete</i>	-21,000					
2014 WCLT Vander Voet/Monroe Landing	<i>Award Amt = \$610,000; IC CFF grant contract</i>	-210,000					
2015 WSU Weed Control Iverson	<i>Award Amt = \$37,866</i>	-19,549	-18,337				
2015 WCLT Lone Lake Phase 1	<i>Award Amt = \$165,000; at this time no IC CFF grant contract</i>						
2015 WCLT Fakkema Farm	<i>Award Amt = \$1,000,000; at this time no IC CFF grant contract</i>	-1,000,000					
Sub-total		-1,453,605	-28,237	-10,200	-10,500	-10,800	-11,100
Current Applications							
ICP Double Bluff		-25,000					
ICP Camano Ridge/Dillon		-50,000					
ICP Four Springs		-10,000					
WCLT Trillium		-14,500					
IC Noxious Weed Swan Lake		-15,785	-9,629				
Sub-total		-115,285	-9,629	0	0	0	0
Total Encumbrances + Current Applications		-\$1,568,890	-\$37,866	-\$10,200	-\$10,500	-\$10,800	-\$11,100
TOTAL SOURCES OF CASH		\$1,627,996	\$886,051	\$1,582,185	\$2,312,985	\$3,050,485	\$3,794,685
TOTAL USES OF CASH		-\$1,568,890	-\$37,866	-\$10,200	-\$10,500	-\$10,800	-\$11,100
NET CHANGE IN CASH		\$59,106	\$848,185	\$1,571,985	\$2,302,485	\$3,039,685	\$3,783,585
Estimated Available for Future Project(s)	Cash at December 31	\$59,106	\$848,185	\$1,571,985	\$2,302,485	\$3,039,685	\$3,783,585

***** *SAMPLE AGREEMENT FOR DISCUSSION PURPOSES* *****

Grantee: Whidbey Camano Land Trust
Project: Fakkema Farm CE Acquisition
Contract No.: RM-GSA-2016-

**ISLAND COUNTY CONSERVATION FUTURES
FUNDING GRANT AGREEMENT
WHIDBEY CAMANO LAND TRUST
FAKKEMA FARM CONSERVATION EASEMENT ACQUISITION PROJECT**

This Agreement is between Island County, a political subdivision of the State of Washington, hereinafter referred to as "County," and Whidbey Camano Land Trust, a Washington non-profit corporation, hereinafter referred to as "Grantee." The purpose of this Agreement is to allow the County to provide funding assistance to the Grantee for costs associated with a conservation project known as the Fakkema Farm Conservation Easement (CE) Acquisition Project (the "Project").

It is mutually agreed as follows:

1. Contract Period. The effective date of this Agreement is _____, 2016. Unless this Agreement is terminated earlier, the Grantee must complete the Project within two (2) years of the effective date.
2. Description of Project. Grantee will acquire conservation easement protection of nearly 315 combined acres at The Fakkema Farm located on Wieldraayer Road, Oak Harbor, Washington, for the purpose of protecting these areas in perpetuity for agricultural and conservation purposes. The Project is more particularly described in the Conservation Easement attached hereto as Exhibit A.
3. Funding.
 - (a) The total amount of Conservation Futures Funds awarded to Grantee hereunder is One Million Dollars (\$1,000,000.00).
 - (b) A detailed budget for which Project costs will be reimbursed is attached as Attachment B - Project Budget. The total amount paid to Grantee shall not exceed the total amount of this Agreement.
 - (c) Within the total contract amount, Project costs will be reimbursed on an actual costs basis unless otherwise provided in this contract. Grantee shall submit a buyer's settlement escrow document which includes supporting documentation as may be required by the County, such as a purchase and sale agreement, conservation easements and deed of right as described in section 4 below
 - (d) Funds may be advanced for property acquisitions. In such cases funds may be deposited directly with Grantee's escrow account. Any request for advanced funding shall be in writing and include supporting documentation evidencing the necessity of such request.
 - (e) Funds advanced to Grantee or Grantee's escrow account that are not used within thirty (30) days of receipt for the purpose identified in this Agreement shall be returned immediately to the Island County Conservation Futures Fund.

**** *SAMPLE AGREEMENT FOR DISCUSSION PURPOSES* ****

4. Deed of Right. The Grantee shall execute and record, at the time of escrow closing, Deeds of Right to protect the public's right to prevent conversion of the properties for other inconsistent use. Such Deeds of Right shall be reviewed and approved by the County prior to closing.
5. Regulations. The performance of this Agreement shall be subject to all federal, state and local laws, rules and regulations.
6. Evaluation, Reporting, and Monitoring.
 - (a) No later than 60 days from the completion of the Project, Grantee shall submit a Project report to the County confirming that the terms and conditions of this Agreement have been met. This report shall describe the completed project (including maps, GIS coordinates and photographs), briefly discuss how the completed project benefits the citizens of Island County and a final accounting of all revenues and expenditures.
 - (b) The Grantee shall submit Interim Progress Reports (by February 28 each year for the previous year) that documents the project status including related financial information as specified in the contract for project funding. Delays in the schedule from the original application shall be identified with possible solutions to completing project as proposed.
 - (c) The Grantee shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the County that are pertinent to the intent of this Agreement, including an onsite inspection of the Project after its completion.
 - (d) Grantee must maintain adequate records to support expenditures funded under this Agreement. The County and any of its duly authorized representatives shall have access to any books, documents, or papers and records of the Grantee which are directly related to this Agreement for the purposes of audit examinations.
7. Contract Modifications. The County and Grantee may, from time to time, desire to make changes to this Agreement, however, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto prior to implementation of the changes. Any oral understandings or agreements not incorporated herein shall not be binding.
8. Repayment Guarantee. All funds disbursed by the County to Grantee under this Agreement shall be used by Grantee solely for Project costs identified in Attachment A and B and which are permitted uses of Conservation Futures Funds under Island County Code Chapters 3.22A and RCW 84.34.210 and 84.34.220. In the event that it is determined that any portion of the funds provided by the County is used for any purpose not authorized under this Agreement, Grantee hereby guarantees that it will repay to the County all such funds, including interest earned calculated at the Washington State Investment Pool Rate, no later than ten (10) days from receipt of written notice of non-compliance.
9. Termination of Agreement.
 - (a) If the Grantee fails to fulfill in a timely and proper manner its obligations under this Agreement or if the Grantee violates any of its covenants, agreements or stipulations of this Agreement, the County shall have the right to terminate this Agreement if such default or violation is not corrected within twenty (20) days

***** *SAMPLE AGREEMENT FOR DISCUSSION PURPOSES* *****

after the County submits written notice to the Grantee describing such default or violation; provided, that if more than twenty (20) days are required to correct any such default or violation and the Grantee has initiated appropriate corrective measures as reasonably determined by the County, the County will not terminate this Agreement.

- (b) In any case this Agreement is terminated or expired, all unused funds shall be returned to the Island County Conservation Futures Fund within ten (10) days from termination or expiration of this Agreement.

10. Hold Harmless.

(a) It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each party hereto agrees to be responsible and assume liability for its own neglect, acts or omissions, or for those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributed to the other party.

(b) This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the County is not liable for damages or claims for damages arising from Grantee's contractor's performance or activities under terms of the contract.

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

12. Grantee's representative is:

Pat Powell, Executive Director
Whidbey Camano Land Trust
765 Wonn Road, Barn C-201
Greenbank, WA 98253

13. County's representative is:

Island County Director of General Services Administration
P.O. Box 5000
Coupeville, WA 98239
(360) 679-7373 Office

IN WITNESS WHEREOF, the COUNTY and GRANTEE have executed this Agreement as of the date and year written below.

***** *SAMPLE AGREEMENT FOR DISCUSSION PURPOSES* *****

GRANTEE:

Whidbey Camano Land Trust

COUNTY:

Board of County Commissioners
Island County, Washington

By: _____
Pat Powell, Executive Director Date

By: _____
Richard M. Hannold, Chair Date

DRAFT

***** *SAMPLE AGREEMENT FOR DISCUSSION PURPOSES******

ATTACHMENT B - PROJECT BUDGET

Island County Conservation Futures Funding Grant Agreement
Whidbey Camano Land Trust Fakkema Farm CE Acquisition

Planning

Salaries and Benefits	\$ _____
Consultants/Sub-Contracting	\$ _____
Goods and Services*	\$ _____
Travel & Per Diem	\$ _____
Other	\$ _____
Total Planning	\$ _____

Maintenance and Operations

Salaries and Benefits	\$ _____
Consultants/Sub-Contracting	\$ _____
Goods and Services*	\$ _____
Travel & Per Diem	\$ _____
Other	\$ _____
Total Maintenance / Operations	\$ _____

Management & Administration

Salaries and Benefits	\$ _____
Consultants/Sub-Contracting	\$ _____
Goods and Services*	\$ _____
Travel & Per Diem	\$ _____
Other	\$ _____
Total Management & Admin	\$ _____

Equipment

Technology Capital Items*	\$ _____
Technology Supplies*	\$ _____
Equipment*	\$ _____
Other	\$ _____
Total Equipment	\$ _____

Property Acquisition

(does not include appraisal costs, survey, engineering or other technical services)

Conservation Easements	\$ 1,000,000.00
------------------------	-----------------

Total Budget	\$ 1,000,000.00
---------------------	-----------------

* For all line items listed with "*", please provided an attached detailed list of items and costs

*Commissioners Office
Work Session
July 13, 2016*

Subject/Description: Consider appointments to the Treatment Sales Tax Advisory Committee (TSTAC)

Attachments: yes

Action Requested:

Follow up:

Subject/Description: Island County Legislative Agenda

Attachments: yes

Action Requested:

Follow up:

TO: Island County Board of Commissioners

FROM: Jackie Henderson, Director
Island County Human Services

DATE: July 6, 2016

RE: Treatment sales Tax Advisory Committee Selection

Per the letter to you from Andrew Somers dated June 27, 2016 concerning the selection of members for the Treatment Sales Tax Advisory Committee, I received responses from:

Cathy Niiro: Director of Island County United Way and member of the Island County Housing Advisory Board,

Bess Windecker Nelson: Ms. Windecker Nelson is involved in many Early Childhood Education Programs including the Autism Task Force and Partners for Young Children. She is also a Children and Family Therapist.

Greg Banks: Island County Prosecuting Attorney

Whidbey General Hospital: I contacted Geri Forbes twice and she indicated to me she was going to appoint someone but never did. Mr. Somers and I agreed that we would recommend appointing her or her designee.

North Sound Behavioral Health Organization: They recommended Lisa Grosso. Ms. Grosso is the Operations Manager/Compliance Officer for North Sound and resides on Whidbey Island.


SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR ISLAND COUNTY

Law & Justice Facility, 101 NE 6th St, PO Box 5000, Coupeville WA 98239-5000
Phone: (360) 679-7361 Fax: (360) 679-7383

ALAN R. HANCOCK
Judge
VICKIE I. CHURCHILL
Judge
ANDREW SOMERS
Court Administrator

MEMORANDUM

To: Island County Board of County Commissioners

From: Andrew Somers, Superior Court Administrator
Co-Chair, Treatment Sales Tax Advisory Committee 

Date: June 28, 2016

Re: Treatment Sales Tax Advisory Committee selection

The Island County Board of County Commissioners (BOCC) passed Resolution #C-31-16 on April 5, 2016. This resolution established a formal charter for the newly reorganized Treatment Sales Tax Advisory Committee. This advisory committee is responsible for providing recommendations to the BOCC for funds generated from RCW 82.14.460. The BOCC then tasked the Co-Chairs of the Treatment Sales Tax Advisory Committee to begin an application process for new membership of the committee. The application period has concluded and I have received responses from the following individuals:

Dr. Jo Moccia, South Whidbey School District Superintendent
Dr. Lloy Schaaf, Stanwood-Camano School District Assistant Superintendent
Susan Strom
Oscar Rivera
Ann McDonald
Island County Sheriff Mark Brown
Betsy Niemann

I have included copies of those applications for your review. It is my understanding that Co-Chair Jackie Henderson will also be providing a list of responses she received for the open positions on the Committee.

After Ms. Henderson and I conferred on the applications received, we are proposing a joint recommendation to the BOCC. That joint recommendation consists of the following:

Rep. from BOCC- Jill Johnson

Assessment and Healthy Communities- Laura Luginbill

Whidbey General- Geri Forbes, or designee

K-12 School Representative- Lloy Schaff from Stanwood/Camano school District

Rep from active recovery- Betsy Niemman

Chemical Dependency Treatment Clinician- Ann McDonald

Mental Health Treatment Clinician- Susan Strom

Rep. from PA's office- Greg Banks

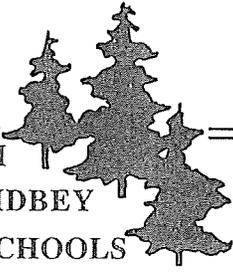
Rep from the community- Bess Windecker Nelson

Rep from Housing- Cathy Niiro

Rep from law enforcement- Mark Brown, Is. Co. Sheriff

Rep from the BHO- Lisa Grosso

Although Ms. Henderson and I strongly feel that this composition would best fulfill the mission of the committee, we understand that the membership will be determined by the BOCC. I hope you find this helpful in your deliberation, and Ms. Henderson and I will be available to discuss this at Work Session scheduled for July 13, 2016.



BOARD OF DIRECTORS:

Rocco Gianni
Damian Greene
Julie Hadden
Shawn Nowlin
Linda Racicot

May 5, 2016

Dear Mr. Somers and Ms. Henderson,

I am writing this letter in application for membership on the Island County Treatment Sales Tax Advisory Committee.

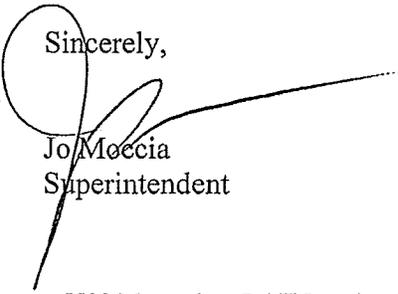
I believe that I am uniquely qualified to be a member of this team for several reasons.

- My background as a School Psychologist and long term director of Special Education offered me many opportunities to work with youth experiencing mental health and dependency issues as well as the staff who served them.
- I have 30 years of experience in education including a variety of leadership roles where I supervised mental health counselors and nurses directly.
- I am a collaborator and enjoy working with other agencies to create opportunities for a greater impact on current issues. A recent example of this effort is working with Charlene Ray to provide district funding to augment the services currently offered by Island County to our district. This collaboration in turn allows Island County an opportunity to apply for further funding.
- I know that creative thinking is helpful as we continue to work together to solve problems.
- I was appointed by the Rensselaer County Legislature (NY) as a member of the Community Services Board of Rensselaer County. This board worked to serve all of the youth in the County in areas of mental health, housing and programs.
- I am a decision-maker for the South Whidbey School District and understand how to honor that responsibility in service to the district.
- I have a strong desire to positively impact youth in a way that prevents them from engaging in the use and abuse of Alcohol and other drugs.

Thank you for considering my application to become a member of the committee. Over the last five years I have had to opportunity to see the impact of the services currently provided to our district. I have worked with many of the individuals involved and believe that I can contribute to this effort on behalf of Island County and be an asset to the team.

Please review the resume attached. I look forward to hearing from you soon.

Sincerely,



Jo Moccia
Superintendent

Professional Background

South Whidbey School District, Langley, Washington 98260

July 2011- Present

Superintendent

- Head the overall operations of a Rural/Suburban school district.
- Oversight of 1400 students, 180 staff, with an annual budget in excess of \$16 million.
- Provide advice and counsel to the Board of Directors.

Averill Park Central School District, Averill Park, New York

July 2006-June 2011

Superintendent

- Head the overall operations of a Suburban Council school district.
- Oversight of 3500 students, 350 staff, with an annual budget in excess of \$54 million.
- Provide advice and counsel to the board of education.
- Oversee the preparation and implementation of yearly budget.
- Work to maintain a first class program with limited budget.
- Leader of contract negotiations team.
- Implement and oversee policy to meet local, state, and federal requirements and constitutional provisions, standards and regulatory applications for school districts in NYS.

Student Performance

- Boosted student performance by leading efforts in curriculum mapping, data diving, and analyses.
- Placed significant emphasis on teacher evaluation, attendance, and performance monitoring.
- Implemented unique teacher led curriculum task force.
- Developed and implemented plan to shift elective courses to areas in which there is greater student interest and educational outcome.

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- Supported and contributed to team achievements for NYS Champion Basketball Team and all sports during budget constraints.

Fiscal and Facilities Management

- Revamped transportation department. Consolidated bus runs for efficiency. Standardized bus fleet. Garage is now run so efficiently that district is able to provide repairs and maintenance for a neighboring district at a profit.
- Revamped failing cafeteria program by increasing participation and sales through lowering food costs, improving menu selection, implementing point of sale program, computerizing inventory, creating on-line payment program, while at the same time reduced labor costs.
- Successfully implemented and lead long-term planning committee, which reviews programs, budget, facilities use, and emergency planning, then provides advice and counsel to the superintendent and board of education.
- Kept tax levy between 0% and 2% for the past three years, despite challenging fiscal times.
- One of the lowest per pupil costs in the Capital Region.
- Lowered administrative costs. Developed a world class, lean administrative team.

Averill Park Central School District, Averill Park, New York

July 2004-June 2006

Deputy Superintendent

Title change to recognize level of increased responsibility.

- Director of human resources.
- Directed administration of curriculum and instruction.
- Implemented the “Danielson Frameworks for Teaching” evaluation system.
- Implemented technology across curriculum.
- Directly led curriculum mapping. Curriculum task force leader.
- Received responsibility for transportation department, which shifted from Financial office to Deputy Superintendent.
 - Oversaw non-instructional management including Food Service, Buildings, Grounds, and Transportation, including all personnel issues
- Part of executive negotiation team for instructional and non-instructional staff collective bargaining agreements.
- Responsible for nursing and technology programs.
- Directly supervised and evaluated principals.

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- Directly responsible for harassment and bullying prevention training for district.
- Facilitated and served on district-wide committees and task groups.
- Implemented policies and directives from the board of education and supported and monitored the District's strategic plan.
- Provided information and communication with a wide variety of community members.
- Analyzed classroom reports and test scores for meeting achievement guidelines.
- Created proposals and presented at board of education meetings regularly on varied subject matter.
- Analyzed criteria for programs unrelated to classroom teaching, for cost effectiveness and their support of creating a good learning environment.
- Oversaw non-instructional management including Food Service, Buildings, Grounds, and Transportation, including all personnel issues.

Averill Park Central School District, Averill Park, New York

July 2001- June 2004

Assistant Superintendent

Duties and Responsibilities

- Responsibility for curriculum
- Director of Human Resources
Directed/coordinated:
 - Recruitment, selection of instructional personnel
 - Evaluation and supervision of instructional personnel
 - Policy development, implementation, and interpretation
 - Reporting results of district-wide testing program (local benchmark tests, Regents exams and NYS assessments)
- Assumed responsibilities of the Superintendent during his absence
- Regularly provided reports on various programs for board of education
- Supervised and evaluated principals
- Developed and implanted staff development programs
- Assumed compliance responsibility for No Child Left Behind
- Wrote and assisted in writing State and Federal grants

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- Assisted in budget development
- Compiled building information from principals and all departments
- Analyzed departmental budget data for addition to budget

Notable Achievements

- *In curriculum*
 - Implemented curriculum-mapping process, which allowed teachers to inform student instruction and significantly improve student performance.
- *In special education and Fiscal Management*
 - Improved program delivery of services while saving the district \$600,000 by analyzing each IEP to ensure that only appropriate services were being provided.
- *Fiscal Management*
 - Streamlined data management system to allow student data to drive instruction, thereby by saving thousands of dollars in teacher time. More productive management system allowed teachers more instruction time.

Averill Park Central School District, Averill Park, New York

April 1998-June 2001

Principal of George Washington Elementary School

Director of Special Education

(Section 504 and Title IX Officer)

Duties and Responsibility

Principal

- Oversaw curriculum, education initiatives, all scheduling, mediated student/teacher/parent issues, student discipline, test scores, reporting
- Recruit new faculty and staff for building
- Evaluation of building faculty and staff
- Improved school spirit activities and staff morale:
 - Established “Principal’s Hour” and School newsletter (“Eagle Times”) which promoted communication and collaboration with the Community
 - Provided leadership and support for building level Educational Improvement team, Enrollment Study Group, and Parents as Literacy Supporters team
- Managed building budget

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Director of Special Education

- Gathered, defined, processed, and analyzed data for planning and program decisions
- Developed and managed special education budget
- Developed a facilities program for special education students
- Established procedures to regulate activities and projects for students with special needs
- Developed, adjusted and implemented policy to meet local, state and federal requirements and constitutional provisions, standards and regulatory applications
- Developed needs assessment evaluations and program designs for special needs students
- Supervision of CSE/CPSE Chairperson as well as the recruitment, selection and shared supervision of the Special Education program staff
- Supervision and evaluation of Speech Therapists, Occupational and Physical Therapists, Teacher of the Deaf, Teacher of English as a Second Language, Special Education Teachers, and all other support staff
- Program development and coordination with Principals on every aspect of program implementation
- District liaison to Rensselaer County Health Department
- District compliance with all laws and regulations pertaining to Special Education, and provided the leadership necessary to continually improve opportunities for students
- Coordination and completion of the District's Comprehensive Plan for Staff Development in Special Education
- Provided leadership to continually improve opportunities for students receiving Special Education
- Supervision of guidance and nursing services across the District
- Coordinated District efforts in emergency management as co chair of District Safety Committee
- Chair of District Committee on Health and Wellness
- Directed compliance with title IX and section 504; and harassment prevention programs
- Successful management of budget and resources for all responsibilities

Notable Achievements

- Raised funds and implemented design for a fully inclusive playground. While most playgrounds are ADA compliant, students in wheelchairs cannot interact with typical playground equipment. The playground, which is located at George Washington School, is interactive for students who are unable to walk.
- Facilitated improvement of relationship between Community, School and the greater District since the two merged in 1994
- Implemented a morning program, student participation in OM and OVA, and after-school enrichment activities

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Averill Park Central School District, Averill Park, New York

July 1989- June 1998

Director of Special Education (Section 504 and Title IX Officer)

CSE and CPSE Chairperson

Duties and Responsibility

- Program development, student placement, and recommendations for staffing
- Staff recruitment, selection and recommendation for personnel in conjunction with building principals
- As CSE/CPSE Chair: worked on behalf of each identified student to implement the best possible Individualized Educational Plan. This included working with the student, family, and District personnel to meet the academic and emotional needs of each student
- Ensured District compliance with all laws and regulations regarding special education, title IX and section 504
- Successful management of special education budget and resources

Notable Achievements

- Implemented computerized accounting for students, completed State Education Department reports, and accurate application for high cost reimbursement for students in certain programs
- Developed and implemented plan to provide special needs students with inclusive classrooms within the district. Prior to initiating this plan all special needs students left the district for BOCES classrooms. This plan saved the district hundreds of thousands of dollars and continues to provide significant savings for the district.
- Other activities:
- Curriculum Council, Class Size Committee, Facilities Planning Committee
- Presentation at Board of Education meetings on various topics,
- Development and implementation of in-service opportunities for all faculty and staff
- Successful writing of various grants for the District.

Averill Park Central School District, Averill Park, New York

July 1987-June1989

School Psychologist

CSE and CPSE Chairperson

Duties and Responsibilities:

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- Chairperson for all CSE meetings, writing Individualized Educational Plans, and making recommendations for necessary programs and services
- Provided District wide educational/psychological evaluations for students, and recommended programming based on same

Beacon City School District, Beacon, New York
School Psychologist

October 1986- June 1987

- Responsibilities included providing educational/Psychological Evaluations for students and recommendations for programs and placement.

EDUCATION

Iona College, Bachelor of Arts, Psychology (minor: Biology), 1982

College of New Rochelle, Master of Science, Community and School Psychology, 1986

College of Saint Rose, SAS, School Administration, 1988

University at Albany, SDA, School Administration, 1999

Seton Hall University, EdD, 2005 Educational Administration

School of Industrial and Labor Relations at Cornell University

-Labor Relations and Collective Bargaining Certificate 2006

-Labor Relations and Contract Administration Certificate 2007

CERTIFICATION

Washington State Certificate- Superintendent

NYS School District Administrator, Permanent

NYS School Administrator and Supervisor, Permanent

NYS School Psychologist, Permanent

Massachusetts Superintendent of Schools Certification

RELATED WORK

National Science Foundation-Reviewer
Guest Lecturer Western Washington University
Sage College Doctoral Program Executive Coach
Brandman College Doctoral Dissertation Committee Member

RELATED ACTIVITIES AND TRAINING

Participation in a variety of in-service and conference opportunities:
Character Education
Crisis Intervention and Restraint Training
Comprehensive Development of Educational Programming (CDEP)
Danielson Frameworks for Teaching
Danielson Implementation in Professional Practice
Differentiating Instruction in General Education Classrooms
Morning Program Planning and Development
NYSCOSS Conferences three times per year
AASA National conference
School Safety and SAVE Legislation
Special Education and the Law

IN-SERVICE PROGRAMS PLANNED AND PROVIDED FOR STAFF:

Teacher Principal Evaluation Project (TPEP) in-service sessions
Common Core State Standards (CCSS) in-service sessions
Aspberger's Disorder Workshop
Crisis Intervention and Restraint Training
Harassment Prevention Workshop Conference days 4 times per year
School Safety Workshop
Superintendent Non-instructional Staff In-Service covering meaningful topics

BOARDS AND PROFESSIONAL ORGANIZATIONS/ACTIVITIES:

Washington Association School Administrators (WASA) member
Association of Washington School Principals (AWSP) member
Association of Curriculum and Supervision (ASCD) member
American Association of School Administrators (AASA) member
South Whidbey Commons –Former Board Member
Member Board of Education Berkshire Union Free School District
Member Community Services Board of Rensselaer County
Kiwani International
Administrative Interns supervisor
New York State Council of School Superintendents
American Association of School Administrators
Questar Professional Development for Leadership Committee
Association for Supervision and Curriculum Development

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PUBLICATIONS

Surviving a School Closing, Ed Leadership, May 2011

When the USDOE revoked our NCLB Waiver, Education Week, May 4, 2014

The Influence of Multi-Sensory, Multi-Component Reading Intervention Strategies with Middle School Poor Readers , dissertation, 2005

OTHER ACTIVITIES AND AREAS OF INTEREST:

Licensed small aircraft pilot

Avid long distance cyclist

High Peaks Hiking

* * *
Stanwood Camano
* * *
School District

26920 Pioneer Highway □ Stanwood, WA 98292-0430 □ 360-629-1200 □ Fax 360-629-1242
www.stanwood.wednet.edu

Jean Shumate, Ed.D.
Superintendent

Lloy Schaaf, Ed.D.
*Assistant
Superintendent of
Teaching & Learning*

Maurene Stanton
*Executive Director of
Human Resources*

Gary Platt, C.P.A.
*Executive Director of
Business Services*

BOARD OF DIRECTORS

Ken Christoferson,
President

Julie Dean,
Vice President

Natalie Hagglund

Albert Schreiber

Roger Myers

STUDENT ADVISORS

Riley Cunningham
Stanwood High School

Silver Merideth
Lincoln Hill High School

*"One community
dedicated to the success
of every student."*

May 16, 2016

Island County Board of Commissioners
1 NE 7th St. #214
Coupeville, WA 98239-5000

Dear Commissioners,

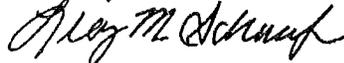
Please consider this my letter of interest to serve on the Island County Treatment Sales Tax Allocations Advisory Committee. I am the Assistant Superintendent in the Stanwood-Camano School District and have worked closely with the mental health counselors and Charlene Ray for the past seven years in our district. This support has been a much-needed resource especially in light of the increasing mental health needs in our school district.

It would be my honor to serve on the Advisory Committee as the sales tax dollars are reviewed and allocated. My qualifications include work in the schools for the past thirty-three years. I have served as a teacher, a principal, a curriculum director, and an assistant superintendent. I believe my background in education and the longevity I have related to student needs will be of benefit to the Advisory Committee.

Thank you for this opportunity. I have included my resume for your review as well.

Thank your consideration.

Sincerely,



Lloy Schaaf, Ed.D.

Lloy M. Schaaf, Ed.D.
22827 19th Drive N.E.
Arlington, WA 98223
360-435-6008 (home)
425-508-1803 (work)

EDUCATION

2008 Washington State University Doctorate Degree
1999 Washington State University Superintendent Program
1987 Seattle University Principal's Certification Program
1986 Seattle University Master of Education in Curriculum and Instruction
1982 Seattle University Bachelor of Education
1980 Shoreline Community College Associate of Arts

EMPLOYMENT HISTORY

Assistant Superintendent for Teaching and Learning

2007- Present Stanwood-Camano-School District, Stanwood, Washington

Areas of Responsibility:

- Oversight of all instructional programs
- Member of the superintendent's cabinet
- Supervision and evaluation of district principals for 7 years
- Harassment, Intimidation, and Bullying Officer
- Development and implementation of the District Strategic Plan
- Development and implementation of the District Improvement Plan
- Oversight of Assessment
- Supervision and evaluation of instructional coaches
- Supervision and evaluation of the Special Programs Director
- Application for and monitoring of State and Federal grants
- Facilitation of leadership team meetings
- Facilitation of district professional development
- Facilitation of district curriculum adoptions
- Participant in district budget development
- Implementation of the Teacher/Principal Evaluation system
- Operation of the school district in the absence of the superintendent
- Policy implementation and up-dating
- Participant in the Boundary Committee
- Implementation of Full-Day Kindergarten
- Member of the bargaining team
- Coordinator of the Highly Capable Program
- Co-facilitation of the Youth Suicide Prevention Program

Director of Curriculum and Professional Development

2001-2007 Mukilteo School District, Mukilteo, Washington

Areas of Responsibility:

- Facilitation of curriculum adoptions
- Development of content area standards

- Acquisition and monitoring of the Boeing Math and Science Grant, The Eisenhower Year 7 Grant and the Highly Capable Grant
- Coordination of district professional development
- Facilitation of the Teaching and Learning Committee and Instructional Materials Committee
- Implementation of instructional coaches
- Supervision of instructional coaches
- Implementation of New Teacher Orientation
- Implementation of the Professional Certification Program

Special Projects:

- Creation of the Elementary Science Distribution Center
- Development of a curriculum library
- Development of a curriculum data base
- Participation in the development of comprehensive English Language Learner Program

Director of Curriculum, Instruction, Professional Development and Assessment

1999-2001 Arlington School District, Arlington, Washington

Areas of responsibility:

- Facilitation of curriculum adoptions
- Coordination of district assessment
- Coordination of professional development
- Coordination of summer programs
- Coordination of I-728
- Coordination of the Highly Capable Program

Superintendent Internship

1997-1999 Arlington School District, Arlington, Washington

Preparation toward the superintendency through intern work in the following areas:

Leadership and District Culture

- Participated in district strategic planning
- Participated in community events
- Participated in bond campaigns
- Participated in levy campaigns
- Participated in the Snohomish School District WASA Review
- Participated in school board retreats
- Participated in school board meetings and executive sessions

Policy and Governance

- Revised Student Rights and Responsibility Policy
- Developed State Mandated Reading Policy
- Reviewed Elementary Boundary Policy for committee work
- Attended the Legislative Conference

Communications and Community Relations

- Participated in the Joint Operating Committee between the City of Arlington and the Arlington School District
- Coordinated the United Way Campaign Survey
- Participated in the Community Survey

Organizational Management

- Developed and researched a building cost summary for the Arlington School District

- Facilitated the Multi-Track Round Education Study Committee
- Participated in District Budgeting
- Facilitated the Elementary Boundary Committee

Curriculum Planning/Instructional Management

- Facilitated the District Assessment Committee
- Participated in the Grade Level Configuration Committee
- Presented public information sessions on the Washington Assessment of Student Learning

Human Resources Management

- Participated in Interest Based Bargaining Training
- Participated in District Negotiations

High School Assistant Principal

1993-1997 Arlington School District, Arlington, Washington

- Monitored and administrated the Student Learning Improvement Grant
- Established and implemented ninth grade orientation program
- Team taught the leadership class (1993-1995)
- Facilitated guidance team meetings (1993-1996)
- Established a peer mediation program
- Participated in league leadership conferences
- Directed all building activities (1993-1996)
- Served as student body advisor (1993-1996)
- Monitored discipline and attendance procedures
- Developed the student handbook (1993-1996)

Interim Alternative School Principal

1992-1993 Arlington School District, Arlington, Washington

High School/Middle School Principal

1990-1992 Concrete School District, Concrete, Washington

Primary School Assistant Principal, Interim Principal

1988-1990 Presidents Elementary, Arlington, Washington

Teaching Experience

- 1986-1987 Administrative Intern, Sixth Grade Teacher, Lake Stevens
- 1984-86 Sixth Grade Teacher, Lake Stevens
- 1982-84 First Grade Teacher, Lake Stevens
- January, 1982-September 1982 Substitute Teacher, K-12 Snohomish, Lake Stevens, Granite Falls

PROFESSIONAL ACTIVITIES AND HONORS

- 2007-Present Member of the Stanwood-Camano Kiwanis
- 2007-Present Member of the Citizen's Committee for Stanwood-Camano Schools
- 2007 WASA Region 109 President
- 2006 MESA Service Award (Mariner High School)
- 2006 Mukilteo School District Lighthouse Award
- 2005 WASA Student Leadership Award
- 2002 WATRA Curriculum Director Award

2000 Arlington High School DECA Award
1998 Member of the WASA Review for the Snohomish School District
1998 Nominated for United Way Coordinator of the Year
1993 Arlington High School Booster Club Member
1992 Skagit County substance Abuse Coordinator of the Year
1990-92 Member of the Concrete Substance Abuse Coalition
1990 Concrete Booster Club Award
1988-2001 Member of Arlington Kiwanis

Whidbey Island Therapy Center

360-969-9722 susans@whidbeyislandtherapycenter.com PO Box 1597 Freeland, WA 98249

May 4, 2016

Island County Board of Commissioners
Post Office Box 5000
Coupeville, WA 98239.

Re: Treatment Sales Tax Advisory Committee vacancy,
Attn: Pam Dill

Dear Pam,

I would like to submit my letter of interest in joining the Treatment Sales Tax Advisory Committee that is being put into place for Island County. As someone who is directly involved with providing community mental health services to a wide range of individuals and families on the Island, I believe I have a clear understanding of the needs of those I serve. If selected, I feel I could provide good insight and perspective to the committee.

I am a licensed Marriage and Family Therapist providing low cost mental health services to our Island community, with an office in Oak Harbor and Freeland. After working briefly as the County's Youth Drug and Alcohol Prevention Coordinator, I worked as the Clinical Supervisor at Sunrise Services, Coupeville. Over the past 6 months I have worked to create Whidbey Island Therapy Center, a 501(c)3 that provides low cost Mental Health Services to those that don't qualify for Medicaid services or can't afford a deductible. Through WITC, I work with local universities, supervising MFT interns needing clinical hours, hoping to retain well trained clinicians on the Island. I consult and/or work directly with numerous Island County social service agencies including Island County Drug Court, House of Hope, Whidbey General Hospital, Ryan's House, Childrens Learning Center and the NAS.

I am committed to the community and hope to minimize the stigma around mental health while providing professional services to those that might otherwise go unserved.

I thank you in advance for your consideration and hope to have the opportunity to work with this group.

Best Regards,



Andrew Somers

From: Emmanuel Montenegro <EmmanuelMontenegro@seamarchc.org>
Sent: Wednesday, May 18, 2016 1:22 PM
To: Andrew Somers
Subject: Letter of Interest, Island County Treatment Sales tax Committee

Follow Up Flag: Follow up
Flag Status: Completed

Andrew,

Hello! Per the letter I received dated April 28, 2016 in regards to the upcoming Island County Treatment Sales Tax Advisory Committee stakeholder membership, I am submitting Mr. Oscar Rivera, to represent Sea Mar Community Health Centers, Island County Behavioral Health, to the committee. Thank you.

Statement of Qualifications:

Oscar brings a wealth of knowledge with the Chemical Dependency Program and will provide meaningful input to the committee.

On May 14, 2016, at the Seattle Hilton Convention Center, he was awarded as Sea Mar Community Health Centers "Supervisor of the Year" award. This is a great milestone & accomplishment to any staff member working with the organization.

Oscar has been working in this field for over twelve years, and he is always sought-out by his colleagues and peers due to his finesse and seasoned knowledge with the CD program.

Thanks,

Monty

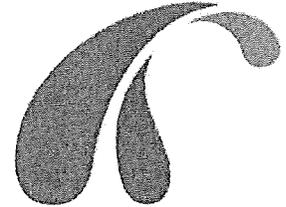


Emmanuel Montenegro | Program Manager
Sea Mar Community Health Centers
31640 State Route 20 Suite #1 | Oak Harbor, WA | 98277
P 360.679.7676 | Ext 79103 | C 360.929.0231 | F 360.682.5947

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AFFORDABLE SUBSTANCE HEALTH SERVICES
1316 WALL STREET, SUITE 2C, EVERETT, WA 98201
425.212.9877 FAX 425.789.1487 annm.ashs@gmail.com
www.AffordableSubstanceHealthServices.com



05/26/2016

Island County Board of Commissioners

Subject: TSTAC

Attention: Pam Dill

Ms. Dill,

I am applying for the TSTAC Chemical Dependency treatment clinician volunteer board position. I currently own an outpatient treatment agency in Everett.

I have lived in Greenbank for 28 years. I was an elected Coupeville Port Commissioner 2006-2011. I have served on numerous boards/committees in the past including Council of Governments, RTPO, Island County Economic Development Council.

I am currently an Island County Guardian ad Litem and have the public pay contract with Island County. I also represent the private sector.

Thank you,

Ann McDonald CDP GAL

360.320.8477

2209 Cranes Landing Drive

Greenbank WA 98253

Sheriff Mark C. Brown
101 Northeast Sixth St. / Post Office Box 5000
Coupeville, WA 98239-5000
360-678-4422
Fax 360-679-7341 MarkB@co.island.wa.us

Island County Sheriff's Office

RECEIVED

MAY 17 2016

ISLAND COUNTY
COMMISSIONER'S OFFICE

May 17, 2016

To: The Board of Island County Commissioners:

I would like to be considered as an official member of the Island County Treatment Sales Tax Advisory Committee. I have been involved with this committee as a voting member since I took office in 2007. During my tenure, I have worked collaboratively in helping to make decisions about how to distribute the money generated from the Island County Mental Health Sales Tax. I feel I have provided (and would continue to provide) a valuable "Law Enforcement" prospective in discussing how best to allocate funds in our County Mental Health System. As your Sheriff, I not only am responsible for the Public Safety of our citizens, but also with protection of inmates within the Island County Corrections Division; both of these involve Mental Health costs.

For the above listed reasons, I respectfully request to be considered as a member of the Island County Treatment Sales Tax Advisory Committee.

Sincerely,



Island County Sheriff
POB 5000, Coupeville, Washington, 98239
Phone: 360-678-4422
Fax: 360-679-7371

Betsy

RECEIVED

MAY 23 2016

SUPERIOR COURT
ADMINISTRATION

From: "Betsy" <islandgirl@goldenwest.net>
Date: Friday, May 20, 2016 3:22 PM
To: "Pam Dill" <pamd@co.island.wa.us>
Attach: One 10th.docx
Subject: Treatment Sales Tax Advisory Board

Hi Pam,

Attached is my letter of interest and statement of qualifications to become a member of the Treatment Sales Tax Advisory Committee.

Best Regards,
Betsy Niemann
islandgirl@goldenwest.net

Hi Andrew -

I submitted my letter and want to make sure it makes it into the consideration pile. This is a back up in case it gets lost in the shuffle.

Take Care, Betsy



May 20, 2016

Island County Board of Commissioners

This letter of interest is in response to the opportunity to become a member of the new Island County Treatment Sales Tax Advisory Committee. I'm very excited to have the chance to make recommendations to equitably dispense the 1/10th sales tax money.

My experience permits me to apply for both the seat of 1) representative in active recovery and 2) chemical dependency treatment clinician. Therefore, I would appreciate your consideration to either seat. I am a member of the recovery community and have enjoyed my sobriety for twenty-two years. I have also held a license as a Chemical Dependency Professional (drug and alcohol counselor) for the past ten years.

As the former County Chemical Dependency Treatment Coordinator and principal author for the Island County Strategic Plan, I have unique insight into the services provided and the gaps in services that exist. This knowledge, along with the new study that Laura Luginbill, Assessment and Healthy Communities Director for Island County Public Health, has done will be a great resource for determining new programs to assist citizens in their recovery journey. The guidelines set by both SAMSHA and evidenced based best practices are readily available to support standards for helping the recovering person to self-actualization. It has always been my opinion that we have lacked in providing side and aftercare programs for those in need. One program that has helped Island County residents is the Oxford House. If simple treatment was enough, we wouldn't have the addiction problem and the unruly costs that we have in our other systems or the failure of multiple treatment episodes. There are several projects and programs in other counties that are a great representation of what is working to meet individual cultural and natural needs.

As a recovering person, I find self-worth and value in volunteering. I have started a few and continue to support 12 step meetings regularly. Sponsorship is a big part of my recovery. Recently one woman in my chain of sponsorship successfully graduated from Drug Court. There is an axiom in the program that states, "You have to give it away to keep it". In our estimation, that is one candle lighting





another and therefore the first candle does not go out. That's what we teach people to *stay* in recovery. I'm also connected by participation in the North Sound Recovery Coalition. Our mission is to create a recovery corridor with collaboration from professional and lay people in a five county region. Our current focus is on the 211 system and Recovery Coaches. The first recovery coach has been placed in Island County – this volunteer position will be crucial as we go forward supporting people in their enhanced recoveries. Beginning in June, one of my endeavors will be to help establish the Drug Court Alumni Association with this recovery coach. It will be a collaborative effort with staff and drug court participants, past and current.

When we look at the services Island County currently offers for folks with chemical dependency issues, a lot is lacking. There could be Recovery Coaches doing outreach or helping at the hospital, jails or in homes; there could be prevention staff in the schools; there could be programs for adolescents; there could be more Oxford Housing; there could be a program for seniors or there could be a place for people to gather. Possibilities are endless depending on the needs of the citizens and the collaboration of the people tasked with the responsibility to provide appropriate services. We also need a meaningful evaluation and efficiency protocol.

In closing, I would be honored to be part of the Treatment Sales Tax Advisory Committee. Please let me know if you have any questions or desire further information on any subject broached here. Thank you for your consideration. My contact information is:

Betsy Niemann

Betsy Niemann

PO Box 925

Coupeville WA 98239

360-391-3330





Washington State Association of Counties

2017 Legislative Priorities Justice, Health & Safety for all Washingtonians

Counties play an essential role in keeping Washington residents safe and secure by preserving public health and well-being, protecting public safety, and safeguarding justice. Yet safety and security are at risk as counties face a structural budget problem that regularly erodes and cuts into basic government services. Enactment of the Washington State Association of Counties' 2017 Legislative priorities will help counties sustain the basic government services that ensure justice, and protect the health and safety of all Washington citizens.

Limit Property Tax Revenue Growth to Inflation and Population: Property taxes are counties' top revenue source, comprising approximately 50% of general fund revenue. Property taxes are capped at a level that doesn't keep up with growing costs. Public safety and criminal justice services make up about 75% of counties' total general fund expenditures. Thus, property taxes are inextricably tied to justice, health and safety for Washington citizens.

The Legislature should protect citizens' access to justice, health and safety by tying property tax revenue growth to inflation and population growth – the factors that cause costs to grow – so that counties' aren't forced to make dangerous cuts to core governmental services.

Protect the Public Records Act from Abuse: The Public Records Act is a cornerstone of government transparency in Washington. Counties implement the Public Records Act every day, ensuring transparency in government decision making and public access to government records. However, some individuals abuse the PRA by making requests that are intended to harass public employees or are motivated by profit. These abusive requests require a disproportionate amount of resources, diminishing the ability of counties to respond efficiently and effectively to requests made by citizens with a legitimate desire to interact with their government.

The Legislature must protect the Public Records Act from these abuses and enact common sense reforms to save taxpayer dollars and ensure citizen access to county records.

Provide Adequate Funding for Indigent Defense Services: Access to a defense attorney in criminal matters is a basic constitutional right. Counties were assigned by the Legislature the duty to provide adequate defense for indigent citizens; yet the state funds less than five percent of what counties currently spend for these services. Nearly a decade ago, the Board of Judicial Administration completed its report, Justice in Jeopardy: The Court Funding Crisis in Washington State, and identified a target level of funding at \$190 million per year. Counties currently spend approximately \$135 million annually with the state providing only \$5 million to cities and counties.

In order to continue effective access to justice, the Legislature must fund the full cost of indigent defense services - \$260 million additional in the next biennium.



Washington State Association of Counties

2017 Legislative Strategies Justice, Health & Safety for all Washingtonians

Limit Property Tax Revenue Growth to Inflation and Population

Goal

Replace the arbitrary 1% cap on property tax growth with a new cap that tracks with inflation and population growth, to a maximum of 5%.

Pass a standalone bill or include this proposal as part of the State's education levy reform legislation.

Legislative Dynamics

Supporters exist in the Democratic caucuses, particularly with former local government elected officials and newer Legislators that weren't in the Legislature in 2007 when the cap was adopted. House Democratic leadership has been leery of leading on this issue. There are members in both caucuses that understand the problems created by the cap, but are concerned about the electoral impacts of bringing the issue up. There are many Legislators, including Senate Republican leadership, who are strongly opposed to this idea. A window of opportunity has been created by the ongoing discussion of education funding and the need to re-balance the state's reliance on local school levies.

Messaging

1. This is a local option – locally elected officials that are accountable to the voters will be making the decision about what growth rate to adopt each year
2. 50% of county general fund revenues come from property taxes – this is the biggest single revenue source
 - a. The State's biggest general fund source (sales tax) has been growing an average of 7.5% per year
3. 75% of counties' total general fund expenditures are on public safety and criminal justice
4. When revenue can't keep up with inflation and population growth, this forces dangerous cuts to the public health and safety
5. The average homeowner in the most property-rich jurisdiction in Washington (Bellevue) would pay a maximum of \$40 per year
6. The Legislature should protect citizens' access to justice, health and safety by tying property tax growth to inflation and population growth – the factors that cause costs to grow – so that counties' aren't forced to make dangerous cuts.
7. The 1% cap has been in place for 9 years (since 2007), and the negative impact has been demonstrated

Strategy & Tactics

1. Build a coalition of public safety interests – launch in November

2. 39 counties declare a public safety emergency - November
3. Build on prior successful media campaign to put this issue front and center - January
4. Ensure this proposal is part of Governor Inslee's education funding plan - September
5. 39 counties discuss the pressure the 1% creates with the adoption of budget – fall & winter
6. 39 counties adopt Legislative priorities and include the 1% on their individual lists
7. Regional legislative meetings focus on Legislative priorities, highlighting this issue
8. WSAC members advocate with their Legislative delegations and candidates

Other Organizations

Partners

1. Public safety (WAPA, AWC, WASPC, sheriff's, fire fighters)
2. Labor
3. Schools
4. Local governments (ports, other districts)

Opponents

1. Anti-tax citizens
2. Business organizations (AWB, Realtors, etc.)

Protect the Public Records Act from Abuse

Goal

Enactment of a bill that protects local governments from harassing requestors and helps control the costs associated with these types of requests.

Legislative Dynamics

There is growing support for PRA reform, largely as a result of the continued onslaught of anecdotes about abusive and harassing requests. In addition a state agency was just ordered to pay a half-million dollar penalty for a PRA violation; a figure big enough to gain the attention of state budget writers. Representatives McBride and Nealey have led recent efforts at PRA reform, and are leading a stakeholder process over the interim. The State Auditor's Office will release results of a legislatively mandated study of PRA driven costs this fall. Changes of getting relief are growing.

Messaging

1. The Public Records Act is a cornerstone of government transparency in Washington. Counties implement the Public Records Act every day, ensuring transparency in government decision making and access to government records for all Washington citizens
2. A very small number of individuals are abusing the PRA by making requests that are intended to harass public employees or are motivated by profit
3. These abusive requests diminish the ability of counties to respond efficiently and effectively to requests made by citizens with a legitimate desire to interact with their government
4. The Legislature must protect the Public Records Act from these abuses and enact common sense reforms that will save taxpayer dollars and ensure citizen access to county records

Strategy & Tactics

1. Publicly thank Representatives Nealey and McBride for the determination on this difficult issue
2. 39 counties adopt resolutions stating commitment to transparency but highlighting the need for PRA reform
3. Prepare responses for the release of the Auditor's study, whether it is good or bad
4. 39 counties adopt Legislative priorities and include PRA reform on their individual lists

5. Regional legislative meetings focus on Legislative priorities, highlighting this issue
6. WSAC members advocate with their Legislative delegations and candidates
7. Educate legislative staff on the lack of technological solutions to these issues
8. Participate and support the facilitated process established by Rep. McBride and Nealey

Other Organizations

Partners

1. AWC, ports, school districts
2. State budget writers
3. Labor unions

Opponents

1. Coalition of Open Government
2. Allied Daily News

Provide Adequate Funding for Indigent Defense Services

Goal

Secure legislative funding for state mandated indigent defense services.

Legislative Dynamics

The State budget will continue to be extremely tight, and Legislators will be inclined to spend any new revenue on K-12 education. Legislative champions and advocates should rally to this request however, as an example of other priorities that should not be ignored while education funding is the focus.

Messaging

1. Access to a defense attorney in criminal matters is a basic constitutional right
2. Counties were assigned by the Legislature the duty to provide adequate defense for indigent citizens; yet the state funds less than five percent of what counties currently spend for these services
3. Nearly a decade ago, the Board of Judicial Administration completed its report, Justice in Jeopardy: The Court Funding Crisis in Washington State, and identified a target level of funding at \$190 million per year
4. Counties currently spend approximately \$135 million annually with the state providing only \$5 million to cities and counties
5. In order to continue effective access to justice, the Legislature must fund the full cost of indigent defense services - \$260 million additional in the next biennium.

Strategy & Tactics

1. Develop detailed information about each county's expenditures
2. 39 counties adopt Legislative priorities and include indigent defense funding on their individual lists
3. Regional legislative meetings focus on Legislative priorities, highlighting this issue
4. WSAC members advocate with their Legislative delegations
5. Try to convince Governor Inslee to include this in his budget proposal (September)

Other Organizations

Partners

1. Judges
2. Defense bar

3. Prosecutors
4. ACLU

Opponents

1. Legislative budget writers



Washington State Association of Counties

Legislative Steering Committee 2016 Biennial Planning Meeting

In May of 2016 the WSAC Legislative Steering Committee held its third biennial planning meeting at Semiahmoo Resort, in Whatcom County. Given the focus on the County Fiscal Sustainability Initiative over the preceding four years, the meeting was structured to not only set a course for the 2017-2018 legislative program, but also to review the effectiveness of recent efforts.

The group agreed that the Fiscal Sustainability Initiative (FSI) had been productive in organizing and focusing WSAC's legislative education efforts, despite a limited number of bills being passed and a recognition that legislative education about county fiscal constraints must be ongoing. The final proposal developed by the LSC continues to utilize the FSI's organization of "cost-containment" and "revenue" ideas. However, there was acknowledgment that our external advocacy messages should be oriented to the services and programs provided by counties (particularly highlighting those related to justice, and public health and safety) rather than county fiscal sustainability.

The LSC also agreed to significantly focus the list of WSAC legislative priorities. WSAC will always be required to spend considerable resources on defense against legislative proposals that have the potential to harm counties. In addition WSAC must be positioned to take advantage of opportunities that are presented by the Legislature. However it is clear that our messages and requests have been diluted by an overly-broad agenda. Therefore in 2017 WSAC will pursue three legislative priorities.

These three priorities are one component of an overarching 2017-2018 policy strategy that includes the following elements:

- 1) Defend against legislative proposals that will harm counties;
- 2) Pursue three 2017 legislative priorities consistent with fiscal sustainability;
 - a. Contain costs - reform the Public Records Act;
 - b. Revenue:
 - i. replace the existing 1% property tax cap with a new cap that can grow with inflation and population growth;
 - ii. provide additional state funding for mandated indigent defense services;
- 3) Monitor any proposed state revenue proposals, and assess WSAC's position based on whether counties stand to gain from them;
- 4) Research and develop legal claims for inadequate funding of state mandated services. This will be led by the WSAC Legal Committee;
- 5) Develop legislative proposals to reform the Growth Management Act, and address county water needs. WSAC will bring these proposals to the Legislature when there is internal agreement and sufficient stakeholder work has been completed. This could be in 2017 or 2018;
- 6) Encourage the WSAC Board of Directors to utilize WSAC to develop proactive solutions to common county problems so that we can more clearly demonstrate to the Legislature that counties are doing everything they can to solve their own problems.

The three 2017 legislative priorities will be considered and ultimately adopted by the WSAC membership, and strategies to advance them will be implemented thereafter. Following the 2017 legislative session, LSC will reassess its priorities for 2018. The next LSC biennial planning meeting will occur in the spring of 2018.

Snohomish County 2013-14 Legislative Agenda

Revised for 2014 Legislative Session

Snohomish County is pleased to present our legislative agenda for the 2013-2014 biennium.

The mission of Snohomish County's legislative program is to collaborate with the state legislature and executive branch to develop laws and policies that improve the economic vitality and quality of life for the residents of Snohomish County. This agenda represents our top legislative priorities for the 2013-2014 biennium.

TOP PRIORITIES

County Fiscal Health and Government Reform

- Support WSAC's Fiscal Sustainability Initiative
- Align county budget changes with the allowable period for accounting transactions
- Allow mandatory electronic payroll payments
- Reform the Public Records Act to address harassing public records requests, while maintaining an open and transparent government
- Eliminate unfunded state mandates

State Budget

- Preserve shared revenues
- Restore liquor tax and fee funding
- Defend against state budget cuts that negatively impact Snohomish County

Aerospace

- Support policies and funding that sustain and expand the aerospace industry, including recommendations from the Washington Aerospace Partnership

Transportation & Infrastructure

- Fund significant transportation projects in the North Puget Sound Manufacturing Corridor
- Provide county road and bridge funding in any transportation revenue package
- Restore full funding to the state public works trust fund and/or local public works trust fund

Environment

- Preserve stormwater grants for counties to meet NPDES requirements

Human Services

- Increase use of alternative facilities for those who exhibit substance abuse

Education & Culture

- Support Snohomish County higher education opportunities
- Invest in cultural assets through a Cultural Access Fund

Law Enforcement/Criminal Justice

- Continue to support dedicated funds for auto-theft enforcement
- Support reform of the state's bail system

Product Stewardship

- Monitor and support product stewardship models for disposing or recycling of certain hazardous, dangerous, or under-recycled products



Snohomish County

↑↑↑ SNOHOMISH COUNTY 2013-14 LEGISLATIVE AGENDA

Revised for 2014 Legislative Session

▶ County Fiscal Health and Government Reform

- **Support WSAC's Fiscal Sustainability Initiative**
Snohomish County supports the Washington State Association of Counties (WSAC) and the Washington Association of County Officials (WACO) Fiscal Sustainability Initiative. During the 2014 legislative session, Snohomish County will join WSAC and WACO in educating lawmakers about the services counties provide and advancing legislation that offers new revenue generation and cost containment options to improve the fiscal health of county governments.
- **Align county budget changes with allowable period for accounting transactions**
Snohomish County seeks legislation that aligns the period that the county council is able to adopt budget changes with the allowable period for accounting transactions that impact that fiscal year's budget. Currently, the deadline for the county council to make budget changes for a fiscal year is out of sync with the time frame that accounting transactions are allowed that impact that fiscal year's budget performance. As a result, unforeseen or unplanned expenditures late in the fiscal year may create a situation in which a county exceeds its budget authority due to accounting entries made after the fiscal year closes.
- **Allow mandatory electronic payroll payments**
Snohomish County seeks legislation allowing counties the option to use mandatory electronic payroll payments to increase processing efficiencies and reduce costs. Snohomish County currently disburses payroll payments electronically to over 85% of county employees. If the remainder of payments were electronic rather than paper warrants, the county would reduce costs.
- **Reform the Public Records Act to address harassing public records requests, while maintaining an open and transparent government**
Snohomish County supports reforming statutes governing public records. In approaching this reform, Snohomish County recognizes the importance of transparency and accountability in government; however, the county requests assistance in managing the current system which is costly, often inefficient, and abused.

- **Eliminate unfunded state mandates**

There are a number of unfunded state mandates where the County incurs costs because it is carrying out state business or implementing state law. Snohomish County encourages the state to either provide local funding for these mandates, or re-examine whether the activities are necessary given recent revenue shortfalls. Examples of unfunded mandates include:

- Regional Support Network Funding: Counties require assistance transitioning to new federal stipulation on the delivery of mental health services.
- Indigent Defense Court Rules: New funding is required to offset increased costs associated with implementation of the Supreme Court's Indigent Defense Rules.

▶ State Budget

- **Preserve shared revenues**
As an arm of the state's service delivery system, the county receives state revenue from a number of different accounts. Snohomish County is thankful that the 2013-15 State Operating Budget, as adopted during the 2013 legislative session, restored shared revenues that had been cut in previous years. During the 2014 legislative session, the County requests that the state continue to fund County shared revenues.
- **Restore liquor tax and fee funding**
When county liquor tax and fee revenues were fully funded in 2010, Snohomish County received approximately \$568,058 in liquor tax revenues and \$1.07 million in liquor fee revenues. During the last legislative session, liquor taxes were only funded by half, and liquor fee revenues remained capped at 2011 levels (Snohomish County is capped at \$961,502 in liquor fee revenues). As more than 70% of the County's general fund budget is allocated to public safety, these funds assist the County in meeting law enforcement demands that stem from enforcing state liquor laws. The County requests that county liquor taxes and fees be fully restored.

NOV SNOHOMISH COUNTY 2013-14 LEGISLATIVE AGENDA

Revised for 2014 Legislative Session

- **Defend against state budget cuts that negatively impact Snohomish County**

Snohomish County recognizes that state programs may experience significant revenue reductions or elimination. As this occurs, the County will defend against cuts that negatively impact Snohomish County and its citizens.

► Aerospace

The aerospace industry is an integral component of the economic engine within Snohomish County, providing jobs for 46,000 people at over 170 aerospace companies earning a collective \$3.8 billion in wages. The County will advocate for proposals that promote the aerospace industry in Snohomish County and throughout Washington State, including proposals developed by the Washington Aerospace Partnership to have the 777X built in Washington.

► Transportation & Infrastructure

Snohomish County has developed a Multimodal Transportation 30-year plan through a coordinated planning effort with cities, transit agencies, and the Snohomish County Committee for Improved Transportation (SCCIT). From that 30-year plan, the Snohomish County region has developed a list of priority projects in the North Puget Sound Manufacturing Corridor (included as an attachment).

- **Provide a local funding component in future transportation revenue packages**

As the state develops the next transportation revenue package, Snohomish County requests that the package include funding allocated to counties to meet local transportation needs.

- **Fund the public works trust fund and/or local public works trust fund**

Snohomish County supports restoring funding to the state Public Works Trust Fund. The County also supports investment in Snohomish County's local public works trust fund—the only local public works trust fund in Washington State.

► Environment

- **Preserve stormwater grants for counties to meet NPDES requirements**

Snohomish County is a Phase 1 NPDES jurisdiction. The 2013-15 Capital Budget appropriated funding to provide stormwater grants to counties to meet NPDES requirements. As the state develops its Supplemental 2013-15 Capital Budget, the County supports continued or increased funding to the stormwater grant programs.

► Human Services

- **Increase use of alternative facilities for those who exhibit substance abuse**

Snohomish County seeks legislation allowing persons who are charged with a non-felony crime that is not a serious offense that exhibit signs of substance abuse to go to an alternative facility (i.e. a triage facility) rather than a correctional facility, with agreement from the prosecutor. Law enforcement is already allowed to divert non-felons with mental health issues. This legislation would expand this statute to also include persons exhibiting signs substance abuse. This will reduce jail costs and provide for alternative treatment.

► Education & Culture

- **Support Snohomish County higher education opportunities**

Snohomish County supports expanding higher education opportunities within the County. Specifically, Snohomish County supports any state financial investment to support the WSU University Center's campus and programs.

- **Invest in our cultural assets through a Cultural Access Fund**

Snohomish County seeks to foster a vibrant cultural community is a critical asset for both our residents and visitors. Snohomish County supports the Cultural Access Fund and other local tools for supporting the statewide cultural community.

☞☞☞ SNOHOMISH COUNTY 2013-14 LEGISLATIVE AGENDA

Revised for 2014 Legislative Session

▶ Law Enforcement/Criminal Justice

- **Continue to support dedicated funds for auto-theft enforcement**

Auto theft continues to be a major source of crime in Washington State. Snohomish County continues to support dedicated funds for auto theft enforcement through the Washington Auto Theft Prevention Authority (WATPA). When the WATPA account was created, it was funded through a \$10 surcharge on traffic infractions. WATPA now only receives \$2.58 for every \$10 collected. Since 2005, this funding has contributed to a 63% decline in auto thefts in Snohomish County.

- **Support reform of the state's bail system**

Snohomish County supports reforms of the state bail system advocated for by the Washington State Association of Prosecuting Attorneys.

▶ Product Stewardship

- **Monitor and support product stewardship models for disposing or recycling of certain hazardous, dangerous, or under-recycled products**

Snohomish County supports legislation establishing product stewardship programs that increase recovery and proper recycling or disposal of hazardous, dangerous, or under-recycled products and that increase jobs and business opportunities while decreasing costs to local governments.

Please contact the following with questions and requests for additional information:

- *Briahna Taylor (253.310.5477, btaylor@gth-gov.com)*
- *Mark Ericks, Deputy Executive, County Executive Office (425.388.3695, mark.ericks@snoco.org)*
- *Marcia Isenberg, Chief of Staff, County Council Office (425.388.3471, marcia.isenberg@snoco.org)*

Investing in People & Communities

King County's 2016 Legislative Agenda

With its rural farmlands and forests, vibrant cities, and walkable neighborhoods, King County is a microcosm of Washington State. Today's global economy increases our common need to look beyond boundaries and to move toward a more regional approach to doing business. We are united with the local and regional governments serving Washington State's more than 7 million people in our efforts to provide the highest quality services, using the most efficient and innovative methods, and expending the appropriate level of public resources.

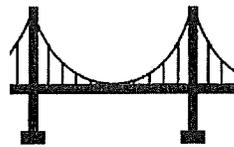
The King County Agenda is the result of strong partnerships that transcend political and geographic divides, with a shared objective of ensuring King County remains a thriving hub of economic development, job creation, and healthy communities benefitting all residents of our great state.

OUR TOP INITIATIVES



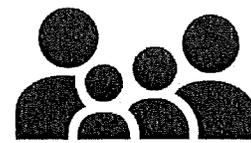
Fiscal Cliff

Communities need to feel safe and secure, but the state's existing revenue formula has prevented the funding of vital programs. It's a system rendered broken because it is not tied to local economic realities and the double-digit growth in county population. We can ensure adequate local resources by revising the outdated revenue cap to take into account inflation and population growth.



Bridges & Roads

Every resident of Washington State deserves the ability to get to work, school, and back home to their family safely, quickly, and affordably. We must build off the successes of last year's transportation package and deliver maintenance plans for our aging bridges and roads.



Public Health

A healthy and strong economy warrants healthy and strong individuals and families. For too long, local governments have lacked the resources to fund crucial public health programs. We need dedicated and sustainable revenue sources to keep our residents healthy.

For more information, please contact:
April Putney, 206-519-9766, april.putney@kingcounty.gov
Carolyn Busch, 206-390-6368, carolyn.busch@kingcounty.gov



King County

King County seeks to partner with Washington State in the following ways:

Protecting vulnerable populations

Provide access to basic health and wellness by maintaining core state support for health care, community-based mental health and substance abuse treatment, housing, food, and other safety net resources.

- Treat and prevent both mental health and substance abuse through compassionate care and policies supportive of recovery, including tailored care to people in acute substance abuse crisis by creating an integrated involuntary commitment law, new secure detoxification facilities, and expanding access to opiate overdose prevention.
- Ensure implementation of the Homeless Youth Act's data-driven programs and services by reauthorizing minors to share their personal information with homeless providers.
- Stop human trafficking through effective public information, law enforcement and services to victims.
- Improve public safety and police accountability by facilitating the use of body cameras.
- Protect businesses and people from the risks of flooding, particularly by fully funding the Lower Russell Road project.
- Align vapor product regulations with tobacco regulations regarding youth access and tax statutes.

Delivering better, smarter government

Build on the success King County has had in controlling costs, investing in efficiencies, utilizing innovative tools and business practices, and providing high quality services to our residents.

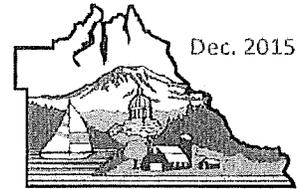
- Create better run governments by incorporating current technology, such as the electronic filing of transit fare infractions, public records and procurement, as well as providing website address in lieu of paper, and update informal bidding rates.
- Modernize outdated local road statutes to reduce local liability and improve maintenance and operations in a more cost-effective manner. Update statutes to increase local flexibility for vacating roads, eliminate orphaned roads, and allow more work to be done in-house.
- Assist more veterans in accessing local services like housing, employment, and counselling by providing greater local flexibility in defining eligibility criteria.
- Enhance public accountability by expanding King County Library System Board of Trustees from five to seven members.
- Improve voting access and electoral processes to make government more representative of the public.
- Accelerate the transition from coal to clean renewable energy while providing certainty to ratepayers on timing and cost.

Providing all people an equal opportunity to thrive

King County supports policies and investments that will create safe and sustainable communities, accessible justice systems, and equitable opportunities for all residents.

- Meet local affordable housing needs by expanding incentives to preserve existing housing and authorizing additional revenue tools for affordable housing programs.
- Address laws that exacerbate disproportionality in our criminal justice system.
- Enable law enforcement agencies to build departments more reflective of the communities they protect by extending employment opportunities to legally permanent residents.
- Improve opportunities for rehabilitation by reducing barriers to employment and housing that stem primarily from past criminal convictions.
- Create economic opportunity and reduce inequity by funding meaningful jobs programs that open career paths for semi-skilled workers.
- Ensure paid family leave is a viable option for new families and adults with aging parents.
- Revise and extend solar energy incentives and fund programs that encourage investment in clean renewable energy.
- Update the annexation sales tax credit to save \$2 million while seeking to provide the 17,000 North Highline residents with adequate infrastructure, safety, and services necessary to thrive.

Additional Areas Needing Funding Support



Criminal Justice Improvements

In order to meet constitutional and statutory mandates, Thurston County spends 75% of its General Fund on law and justice programs. Thurston County is approaching this issue with its Innovative Justice Initiative. This approach demonstrates that the County understands challenges faced by the law and justice system when confronted with the nexus between criminal justice and behavioral health disorders, and has solutions.

We are working to modernize our criminal justice system by:

- Investing in evidence-based programs aimed at reducing the costs of incarceration, improving outcomes for offenders, and reducing recidivism
- Incorporating programs to reduce the number of mentally ill and chemically dependent individuals in the system by creating a crisis triage center, Law Enforcement Assisted Diversion (LEAD), an enhanced pretrial services unit, and other pre-trial diversion programs
- Supporting better coordination and improved services for offenders as they exit jail with improved coordination of re-entry services

By reducing recidivism, we can reduce the number of offenders who would otherwise end up in state prisons. These efforts deserve support from the Washington State Legislature. A strategic investment of \$2.5 to \$3 million dollars in Thurston County would propel this effort forward and enable our local jurisdictions to continue this important collaboration.

Adequate Local Public Health Funding

After years of funding reductions at all levels, our local public health systems are struggling to meet all of the public and environmental health needs. Additional funding is needed, and in order to meet the growing demands on local public health systems, long-term funding sources and partnerships are also crucial. The Washington State Association of Counties (WSAC) believes this to be a shared responsibility of state and local governments in order to provide a consistent level of health protection.

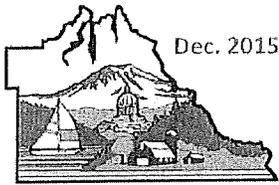
Public Infrastructure Programs

Public infrastructure throughout the state is aging. Local governments depend on programs like the Public Works Assistance Account, the Centennial Clean Water Fund, and the Model Toxics Control Account to protect and maintain our existing infrastructure and make key investments to meet increased population demands and new regulatory requirements. For example, Thurston County has responsibility for 118 bridges many of which date back to the 1940s and 50s and many are in need of repair or replacement.

Many of Thurston County's state legislative priorities are shared by other organizations and other counties, cities, and municipal organizations including:

- Washington State Association of Counties
- Washington Association of County Officials
- Association of Washington Cities
- Thurston County Shared Legislative Strategies Committee
- Thurston Regional Planning Council

THURSTON COUNTY
2016 State Legislative Issues



Dec. 2015

THURSTON COUNTY 2016 State Legislative Issues

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Single Biggest Issue for Counties: Fiscal Sustainability

The single biggest issue facing Thurston County — and all of Washington's counties — is long term fiscal sustainability. Property tax, the single largest source of General Fund revenue for counties, is capped at 1% annual growth, while inflation has averaged between 3 and 5 % a year for the past 8 years.

Starting with Initiative 747, and made worse since the onset of the Great Recession, counties are significantly challenged in providing critical services such as public safety, public health, well maintained roads and bridges, and court services. In addition, counties are challenged to maintain technological infrastructure required to provide efficient services to the public. Aside from property tax, other available revenues are restricted and often unpredictable. In addition, the loss of county revenue from state budget cuts has had a devastating impact on all jurisdictions. For example, the state no longer provides support for Growth Management Act (GMA) required updates to county comprehensive plans, and counties are not allowed to use permit revenue for that work.

Framing the Issue: Between 2008 and End of 2015

- Thurston County's population increased 8% from 245,000 to 264,000. That growth in population has increased demand for critical county services such as public health and safety, road and bridge maintenance and ensuring that drinking water is clean and contamination free.
- The Thurston County workforce was cut by almost 18%. Going forward, it will not be possible to cut staff to meet budget shortfalls and continue to meet the public's expectations. Without additional revenues, and increased flexibility for the use of current revenues, Thurston and many other counties across Washington State, may well be forced to eliminate core services — services which county residents rely on.

Viable Solutions

Property Tax Solution: Property tax should be allowed to grow at a level consistent with inflation. This single structural adjustment would help ensure that counties are able provide services proscribed by state law

New Revenue Solution: Cities and the state have a range of revenue sources including property taxes, sales and use taxes, business taxes and fees and utility taxes. Revenue streams for counties are more limited. Counties need authority to establish, for example, utility taxes for unincorporated areas; a mineral severance tax; and authority to broaden the use of dedicated revenue sources to help restore critical services which have been trimmed over the past decade.

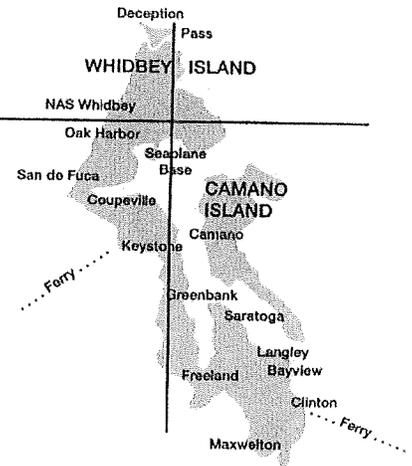
Revenue Flexibility Solution: Most of the 1/10th of one percent local option sales taxes are for specific uses (emergency communication systems, mental health, juvenile justice, etc.) and cannot be used generally for programs mandated under the state constitution or by statute. Also, many revenue sources lack local discretion in their application. For instance, the local portion of the real estate excise tax is divided into "REET 1" and "REET 2" with specific definitions of how each can be used.

Restoration of State Support for State Mandated Activities Solution: Counties must complete periodic updates to Comprehensive Plans as mandated by the Growth Management Act. State agencies consider GMA compliance when ranking projects and allocating grant funds for construction and improvements to roads, water and sewer projects, and hazard mitigation programs. Restoring Commerce's funding budget to the 2003 – 2004 biennium level would assist in meeting compliance timelines.

Island County Board of Commissioners

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December 1, 2014

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Olympia, WA 985047-0410

Representative Norma Smith
435 John L. O'Brien Building
PO Box 40600
Olympia, WA 98504-0600

Representative Dave Hayes
467 John L. O'Brien Building
PO Box 40600
Olympia, WA 98504-0600

Dear Senator Bailey, Representative Smith and Representative Hayes,

The following represents Island County's top legislative priorities for the 2015 legislative session.

- **Reimbursement rate for chemical dependency**
Set a fair reimbursement rate for local chemical dependency services to prevent failure of the delivery system in rural areas.*
- **Preserve shared revenues**
Direct tax revenue from the sale of recreational marijuana to support local government. Preserve shared revenues for counties, including specifically transportation and criminal justice.
- **Transportation funding**
Support adequate funding to preserve vital ferry service levels and ensure the construction of the Mukilteo Multimodal Terminal. Specifically \$78,239,091 is needed, with \$11 million in 2015-17 and \$67 million for construction in 2017-19.
- **REET flexibility**
Provide a consistent definition between REET 1 and 2, and allow the use of both funds for operation and maintenance of capital facilities. Remove the 2016 sunset clause.

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Senator Bailey, Rep. Smith, Rep. Hayes

Sincerely,

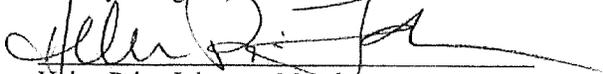
BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON



Jill Johnson, Chair



Aubrey Vaughan, Member



Helen Price Johnson, Member

**The successful integration of mental health and chemical dependency rests in the state's ability to adequately fund chemical dependency treatment. The chemical dependency funding level must be in line with the State's actuarial recommendations and look at serving a population that is more closely aligned with mental health. Chemical Dependency services have been historically underfunded because the model limited access to care. The new model does not offer that same limitation, so funding needs to be available to meet the demand as well as cover the increased level of services that are being requested through integration. In rural counties and remote areas of urban counties, the reimbursement level for chemical dependency is currently too low to sustain providers. Island County is at risk of losing chemical dependency services in 2015 because the current reimbursement rate requires a provider to see a high volume of consumers or be subsidized by a private-pay or private-insured clients to break-even. Currently many rural providers are subsidizing their services with the profits from their urban clinics. Without setting a fair reimbursement rate for chemical dependency, treatment providers will close centers in areas of the state that are no longer profitable, leaving those populations unserved, this includes Island County.*