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ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE
SEPTEMBER

REGULAR WORK SESSION
3rd WEDNESDAY, SEPTEMBER 21, 2016

9:00 a.m.	Public Works
10:15 a.m.	Treasurer
10:30 a.m.	Facilities
10:45 a.m.	Sheriff
11:00 a.m.	Long Range Planning
11:50 a.m.	Community Development

NOON BREAK

1:00 p.m.	Health Department/Department of Natural Resources
2:00 p.m.	Superior Court
2:15 p.m.	IT
2:20 p.m.	Commissioners Office
2:30 p.m.	**Chairman's Agenda:** *Presentation from NW Innovation Resource Center*

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 Mondays.

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

ISLAND COUNTY PUBLIC WORKS
COMMISSIONERS AGENDA
~ WORK SESSION ~
Commissioners' Hearing Room
September 21, 2016 @ 9:00 a.m.

Bill Oakes, Director/County Engineer
Steve Marx, Assistant Director
Connie Bowers, P.E., Assistant County Engineer

County Commissioners: Richard M. Hannold, Chair
Helen Price Johnson, Member
Jill Johnson, Member

Staff: Pam Dill

Public Works Staff Present:

Others Present:

I. Public Works

A. Subject/Description: **Lead Agency Resolution**
Attachment: Memorandum; Resolution
Action requested: Discussion and Board Approval
Follow up: To be determined

II. Roads

A. Subject/Description: **Opening Unopened County Right-of-Way Honeymoon Bay Road (Whidbey Avenue)**
Attachment: Memorandum; Map & Permits
Action requested: Discussion and Board Approval
Follow up: To be determined

B. Subject/Description: **2017-2022 Six Year Transportation Improvement Plan Input Summary**
Attachment: Memorandum;
Action requested: Discussion and Board Approval
Follow up: To be determined

C. Subject/Description: **Surface Transportation Block Grant/Transportation Alternative Grant Candidate Projects**
Attachment: Memorandum; Project Description Maps
Action requested: Discussion and Board Approval
Follow up: To be determined

III. Drainage

A. Subject/Description: **Capital Street Drainage Improvement**
Attachment: Memorandum; Resolution
Action requested: Discussion and Board Approval
Follow up: To be determined

I. Public Works
A. Lead Agency Resolution

ISLAND COUNTY PUBLIC WORKS DIVISION

P.O. BOX 5000, COUPEVILLE, WA 98239

(360) 679-7331

William E. Oakes, P.E., Director/County Engineer
Steve Marx, Asst. Director
Connie W. Bowers, P.E. Asst County Engineer

MEMORANDUM

September 21, 2016

TO: Board of Island County Commissioners

FROM: Brian Wood –Transportation Planner

RE: Review of "Agreement Designating Lead Agency"

In accordance with the Island Transportation Planning Organization's intention to form a Regional Transportation Planning Organization (RTPO) as permitted under RCW 47.80.020, it is necessary to designate a lead planning agency for the organization.

It is anticipated the Island RTPO will be established by the end of September, 2016. The accompanying resolution would form an agreement between the future Island RTPO and Island County whereby Island County is designated to perform the duties and functions of the lead planning agency to the Island RTPO. This document has been submitted for legal and risk review.

AGREEMENT DESIGNATING LEAD AGENCY

This agreement is made and entered into by and between the Island Regional Transportation Planning Organization, referred to as the 'Island RTPO' or 'IRTPO' and ISLAND COUNTY with an effective date of September 28th regardless of when this Agreement is actually executed by both parties.

RECITALS

The Island RTPO is established through an Interlocal Agreement between Island County, the City of Oak Harbor, the City of Langley, the Town of Coupeville, the Island County Public Transportation Benefit Area Corporation, the Port of South Whidbey, and the Port of Coupeville, signed in September of 2016. This agreement is made with the intent to be consistent with all the provisions within the Interlocal Agreement, and shall be subject to all conditions contained within a new Bylaws being drafted by the Island RTPO as of the date of the execution of this agreement.

The IRTPO desires to appoint a lead agency for the IRTPO with certain administrative, financial and organizational duties and obligations; and

The Bylaws being drafted will provide for the RTPO to appoint a lead agency for the IRTPO; and

Island County possesses the necessary qualifications to serve as the lead agency for the IRTPO and desires to serve in that capacity for the IRTPO; and

The parties desire to memorialize their agreement and respective duties and obligations as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and benefits to be derived from this agreement, the parties agree as follows:

AGREEMENT

1) Designation as Lead Agency. Island County will serve as the lead agency for the Island RTPO and will perform its duties and obligations as set forth in

this agreement, the Interlocal Agreement and the IRTPO's Bylaws, once approved, in good faith.

2) Description of ISLAND COUNTY'S Duties. Island County will be the lead agency for the Island RTPO for the purposes of, contract administration, budgeting, accounting and financial transactions, and all administrative, personnel and operational aspects of the IRTPO, as provided for in the Interlocal Agreement and Bylaws.

3) ISLAND COUNTY to Act Under Direction of Policy Board. ISLAND COUNTY shall conduct its activities in accordance with the direction of the IRTPO's Executive Board and consistent with all applicable state and federal requirements. ISLAND COUNTY shall structure its activities to perform the work plan as outlined within the Island RTPO's Unified Planning Work Program, as adopted by the Executive Board.

4) Executive Board Approval Required. ISLAND COUNTY shall submit to the IRTPO's Executive Board for approval all contracts, grant applications, and planning documents and programs.

5) Coordination of Activities. ISLAND COUNTY shall be responsible for administering this agreement and coordinating activities between the IRTPO, its member agencies and any third parties.

6) Duration. ISLAND COUNTY shall continue to act as the Lead Planning Agency on behalf of the Island RTPO until the IRTPO or ISLAND COUNTY resolves to end this agreement.

7) Modification. No modification or waiver of this agreement or any covenant, condition, or provision it contains shall be valid unless in writing and duly executed by both parties.

8) Cancellation or Termination Procedure. This agreement may be terminated by either party upon sixty (60) days written notice of an intent to terminate this agreement. Notice shall be made by certified mail to either party at the following addresses:

RTPO:

Island Regional Transportation Planning Organization
Helen Price Johnson, Chair
PO Box 5000
Coupeville, WA 98239

ISLAND COUNTY:

Island County
Richard M. Hannold, Board of County Commissioners
PO Box 5000
Coupeville, WA 98239

9) Complete Agreement. This written agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, considerations or obligations made or entered into by either the IRTPO or ISLAND COUNTY other than as set forth in this agreement.

10) Severability. If any portion of this agreement, or its application to any person or circumstances, is held or determined to be invalid, such holding or determination shall not affect the validity or enforceability of any other term or provision of this agreement and the application of this agreement to other persons or circumstances shall not be affected.

11) Assignment. Neither party may assign its rights or delegate its obligations under this agreement without express written consent of the other party.

Island Regional Transportation Planning Organization		Island County, Washington	
_____	_____	_____	_____
Helen Price Johnson, Chair	Date	Richard M. Hannold, Board of County Commissioners	Date

II. Roads
A. Opening Unopened County Right-of-Way
Honeymoon Bay Road (Whidbey Ave.)

ISLAND COUNTY PUBLIC WORKS
ROADS DIVISION
P.O. BOX 5000, COUPEVILLE, WA 98239
Phone: (360) 679-7331
Fax: (360) 678-4550

William E. Oakes, P.E., Director/County Engineer
Steve Marx, Assistant Public Works Director
Connie Bowers, P.E., Assistant County Engineer

MEMORANDUM

August 30, 2016

TO: Board of County Commissioners – Island County

FROM: William E. Oakes, P.E., County Engineer w/ KB

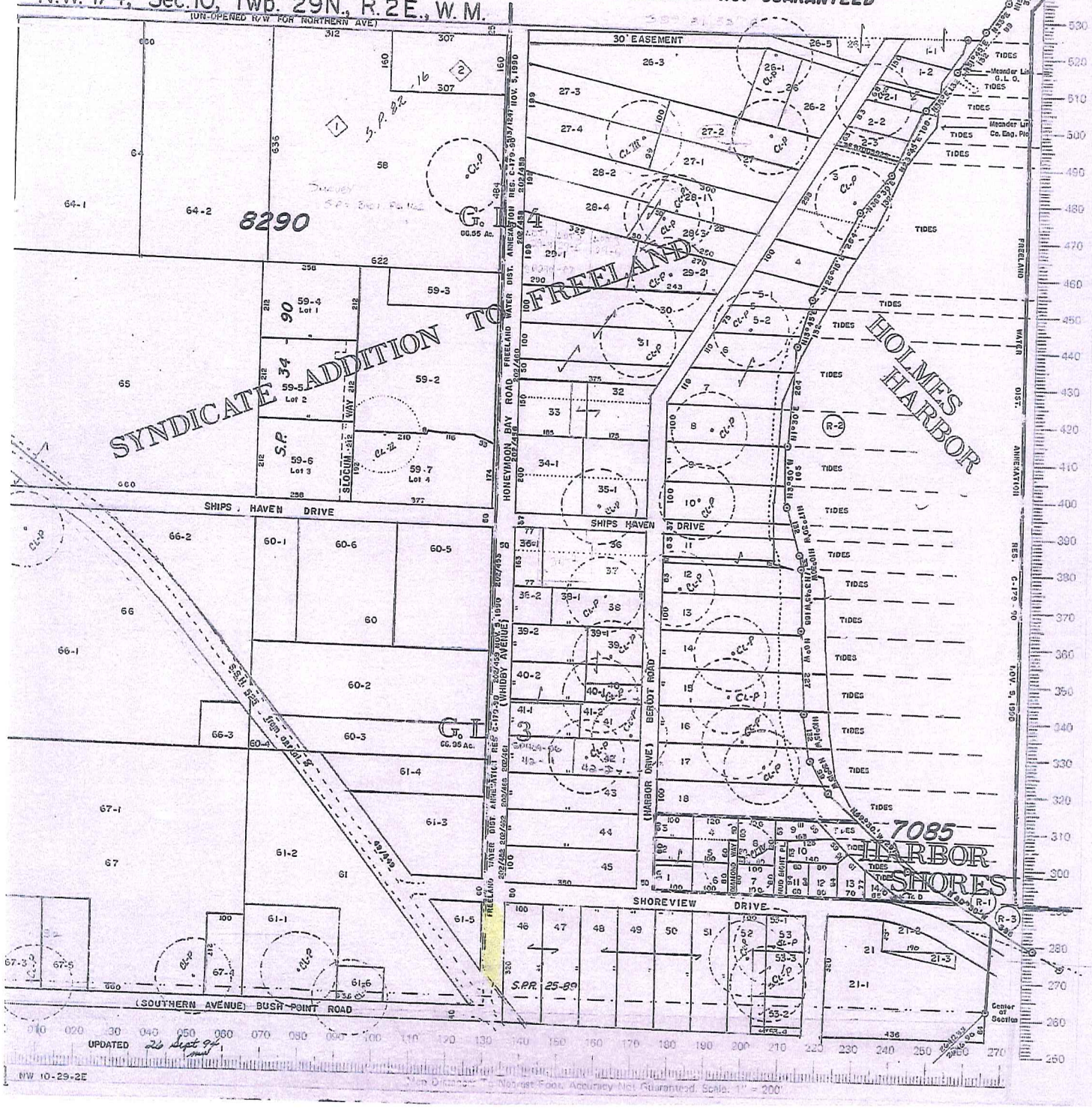
RE: Petition to Open Unopened County Right of Way
Honeymoon Bay Road, (Whidbey Ave)
Section 10, Township 29N, Range 2E; Syndicated Addition to Freeland

The Public Works Department will be presenting to the Board of County Commissioners, at its September 21st, 2016 Work Session, a petition to open a portion of unopened County Road Right-of-Way located in Section 10, Township 29N, Range 2E; Syndicate Addition to Freeland.

On May 27, 2015, Mr. Greg Martinez submitted a petition to open a portion of Honeymoon Bay Road, (Whidbey Ave). The request is currently being reviewed by County staff. The request will be brought before the Board to schedule a public hearing at a later date.

N.W. 1/4, Sec. 10, Twp. 29N., R. 2E., W. M.

DO NOT USE AS A LEGAL DOCUMENT
ACCURACY NOT GUARANTEED



Island County Parcel Viewer Map

June 29, 2016

1:564

0 0.005 0.01 0.02 mi

0 0.01 0.02 0.04 km

Road Closures

One Way Directions

Plats

Condo

Plat

Parcels

City Limits

Quarter Sections

Roads

Highway

Collector and Arterial

Local

Private

Island County
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Island County Parcel Viewer Map Export
DO NOT USE AS A LEGAL DOCUMENT, ACCURACY NOT GUARANTEED

APPLICATION TO PERFORM WORK ON COUNTY ROAD RIGHT-OF-WAY

Island County Public Works • P.O. Box 5000, Coupeville, WA 98239 • (360) 679-7331

(Please make Checks payable to Island County Engineering)

PERMIT NO. PW15-0141

Received: 5/24/15

Issue Date: _____

Applicant: [illegible]

Date: 5-27-15

The undersigned hereby applies for permission to: (include a brief description in the space provided and attach a detailed drawing)

[illegible] COUNTY RIGHT OF WAY

The estimated time required for completion of the above work is 30 days, which the petitioner agrees to prosecute with all diligence and speed with due regard for the rights, interests, and conveniences of the public. Petitioner further agrees to perform the work in strict compliance with the provisions enumerated below and states that he has read and will adhere to the general provisions applicable to permits contained on the reverse side of this form.

Signature Applicant/Agent: [illegible]

Phone: 360-661-0014

Address: [illegible] Bay Rd Freeland, WA 98249

Water System & ID # (if applicable): [illegible]

Job/Work Order No. _____

Parcel Number: [illegible]

Sec. NW 10 Twp. 29 N Rge. 2 E

Project Location: [illegible] of Honeymoon Bay Rd & Shoreview Drive

Arch Site: Yes / No Eagle/Heron Habitat: Yes / No Wetlands: Yes / No Critical Drainage: Yes / No

Reviewed by: _____ Date Reviewed: _____

NOTE: If it is determined the proposed work is in a sensitive area, issuance of the permit will be held until a final determination is made.

Franchise Ex. _____ ☐ Current _____ ☐ Revision Required _____ Date: _____

Health Department Approval: _____ Date: _____

Inspector's Report

RECOMMENDATION: ( ) Grant ( ) Grant as modified ( ) Deny (see below)

Inspector's Signature: [illegible]

Date 8-13-15

☐ Final Inspection Required, contact:

Print Name: [illegible]

Phone Number 360-678-4310

PLEASE READ PERMIT CONDITIONS CAREFULLY PRIOR TO THE START OF WORK

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form. Access to be installed per County Standards and all permit conditions as stated on the reverse side, SUBJECT TO THE FOLLOWING:

- RCW 46.61.570 – Reserved Parking prohibited. – see attached
- Work must be performed in accordance with the "Accommodations of Utilities on County Road Right of Way for Island County". – see attached
- Criteria for Sewage Work Design – C1-9 Special Requirements. – see attached
- Parcel located in close proximity to a known archaeological site. – see attached
- Culvert ends must be beveled.
- Applicant is required to join the Washington Utilities Coordinating Council One Call Center – 1-800-424-5555.
- Install _____ feet of _____ inch Culvert in County ditch.
- Must call appropriate shop 24 hours prior to the start of work.
- All utilities must be a minimum of 36" in depth (fiber optic 42").
- All utilities shall be installed to the outer most portion of County Right of Way
- All drain ways shall be opened and functional at the close of business nightly.
- Lines crossing under roadway shall be sleeved.

(X) All road crossings shall be pushed or bored.
(X) Applicant will handle all drainage at applicant's expense.
(X) All damages to roadway or right of way shall be repaired by the applicant at his expense.
(X) Best Management Practices (BMP's) shall be in place prior to the start of work.
(X) All areas shall be returned to present or better condition.
(X) Must maintain a 5' cleared vegetation radius around all above ground equipment.
(X) Trenches left open past normal working hours shall be fenced and barricaded to insure a safety area around open trench.
(X) All excavated material shall be removed from site and back filled with suitable road ballast.
(X) See Additional Conditions, Comments, and/or Attachments

[illegible] MUST BE TRIMMED AND MAINTAINED BY APPLICANT.

A bond, in the amount of _____, is required to insure compliance with the above conditions. Said bond to be kept in full force and effect for a period of _____ following completion of work authorized by this permit. No work shall be done under this permit until the party or parties to whom it is granted shall have communicated with and received instructions from Engineering.

Appropriate Best Management Practices (BMP's) shall be employed to meet Erosion and Sedimentation Control requirements. Immediately upon completion of work any disturbance of ground cover or soils within the right-of-way must be restored

APPROVAL OF UTILITY PERMIT IS FOR WORK WITHIN COUNTY RIGHT-OF-WAY ONLY. OTHER PERMITS MAY BE REQUIRED. APPLICANT WILL NEED TO CONTACT APPROPRIATE DEPARTMENT.

It is the responsibility of the applicant to notify all utilities and private property owners when such property is liable to have injury or damage through the performance of the above work and the applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.

☐ Denied ☐ Approved by: _____

County Engineer

Date _____

UTILITY DAMAGE IS COSTLY

811

CALL BEFORE YOU DIG

FINAL INSPECTION REPORT

The work covered by this permit has been performed and completed in compliance with Island County Standards and the provisions specified herein.

Date: _____ Island County Inspector: _____

INSTRUCTION FOR APPLICANTS

Applicants for permits to occupy county property with utilities, or holders of granted franchise rights contemplating work upon, along, over or across any county road, bridge, wharf, levee, public place, street, avenue or alley on property in the County, shall first file with the County Engineer his application to do such work.

Such applications shall be accompanied by drawings if required by the County Engineer. Drawings shall be to a working scale, showing position and location of work, names or numbers and widths of roads, streets, etc. showing their locations in plats, or subdivisions of sections, township and range, showing the relative position of such work to existing utilities, constructed, laid, installed or erected upon such roads, streets or public places. The applicant shall specify the type of construction by submitting plans showing the class of material and the manner in which the work is to be accomplished. All such materials and equipment shall be of the highest quality and the manner of excavation, fills, construction, installation, erection of temporary structures, traffic turnouts, road obstruction, barricades, etc. shall meet with provisions of the County Utility Accommodation Policy (WAC 13-40), and shall require approval by the County Engineer. Signing, barricades and traffic control in the vicinity of the work shall strictly conform to provisions of "The Manual on Uniform Traffic Control Devices for Streets and Highways." The applicant shall pay to the County all cost of, and expenses incurred in the examination, inspection and supervision of such work as a result of the issuance of said permit(s).

The actual location of the work to be done under this permit, its depth below or above surface or grade of any County structure, road, street, or any alley or public place shall be approved by the County Engineer before any work shall be done by the Petitioner.

PERMIT CONDITIONS

1. The petitioner, designated herein as the "grantee," his successors and assigns, shall have the right and authority to enter upon the right of way of the County road, street, alley, public place or structure as indicated on the front of this form, for the purpose of doing such work as applied for, and approved by the County Engineer. During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public, the barriers shall be properly lighted at night.

2. The location, type of work, materials and equipment used, manner or erection or construction, safeguarding of public traffic during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the County Engineer prior to start of work and shall be subject to the inspection of the County Engineer so as to assure proper compliance with the terms of this permit.

3. The grantee shall commence work within 30 days after the granting of this permit. If, at the end of six (6) months after date of granting permit the grantee has not completed the installation, then the rights herein conferred shall cease and terminate.

4. The grantee shall leave all roads, streets, alleys, public places, and structures after installation and operation or removal of utility in as good and safe condition in all respects as were in before commencement of work by grantee. The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the County.

5. In case of any damage to any roads, streets, public places, structures or public property of any kind on account of said work by the grantee, he will at once repair said damage at this own sole cost and expense.

6. The County Engineer, his agents or representatives may do, order, or have done any and all work considered necessary to restore to a safe conditions any street, alley, public place or structure which is in a condition dangerous to a life or property resulting from the grantee's facility or its installation as permitted herein, and upon demand the grantee shall pay to the County all costs of such work and material.

7. If at any time the County deems it advisable to widen, grade, regrade, plant, pave, improve, alter or repair any road, street, public place or structure, the grantee upon written notice by the County Engineer, his representatives or agents, will at his own sole cost and expense remove, lower, change, move or reconstruct such installations to conform to the plans of work contemplated or ordered by the County.

8. If upon written notice by the County Engineer the grantee fails to relocate any portion or all of the project as granted under this permit, the County, its agents or representatives may do any work at the cost and expense of the grantee, and all costs to remove or reconstruct shall be borne by the grantee.

9. All such changes, reconstruction or relocation by the grantees shall be done in such manner as will cause the least interference with any of the County's work and shall be subject to the same provisions which control an original installation. The County shall in no way be held liable for any damage to the grantee by reason of any such work by the County, its agents or representatives, or by the exercise of any rights by the county upon roads, streets, public places or structures in questions. The grantee shall have twenty-four (24) hours written notice by the County Engineer or his representatives or agents of any blasting contiguous to the grantees permit rights in order that he may protect his interests.

10. This grant or privilege shall not be deemed or held to be an exclusive franchise, nor prohibit the County from granting other permits or conferring rights of like or other nature to other public or private utilities, nor shall it prevent the County from using any of its roads, streets, public places for any and all public use, or affect its jurisdiction over all or any part of them.

11. All the provisions, conditions, regulations and requirements herein contained shall be bound upon the successors and assigns of the grantee and all privileges of the grantee shall inure to such successors and assigns as if they were specifically mentioned.

12. The County Engineer may revoke, annul or terminate this permit if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given him or if the work herein permitted is not installed or operated and maintained in conformity herewith or at all.

13. The Board of County Commissioners may at any time change, amend, modify, amplify or terminate any of the conditions herein enumerated so as to conform to any state statute or County regulation pertaining to the public welfare, safety, health or highway regulations as are, or may hereinafter be enacted, adopted or amended, etc. The Board may terminate this permit if grantee fails to comply with any such changes.

14. Petitioner by accepting this permit agrees to notify and check with all utilities regarding their installations before commencing work, negotiate with private property owners when such property is liable to injury or damage through the performance of such work, and the applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.

15. In accepting this permit the petitioner, his successors and assigns agree to protect and save harmless the County from all claims, actions, damages of any kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any such suit or action is brought against said County for damages arising out of, or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action defend the same at his or their sole cost and expense and will fully satisfy any judgment after the said suit or action shall have finally been determined, if adversely to the County.

16. The applicant shall perform location services at no cost to Island County for any and all future projects by Island County. This location service will include location to the extent that visual observations can be made of fiber optic facilities.

17. Applicant is responsible for properly marking all structures in the County right of way owned by applicant before the mowing of ditches. Failure to comply will eliminate the fiscal responsibility by the County to replace any damaged structures due to mowing.

18. Structures shall be cleared of tall grass and brush (suggest 6-foot radius) at all times so County vehicles may see all fiber optic structures.

Unopened Right of Way
Permit Conditions
Permit # PW15-0141
August 13, 2015

1. Applicant shall meet all Planning and Community development requirements on applicant's parcel prior to starting road construction work within the right of way.

2. Minimum road width and construction shall meet with Island County, Planning and Community development standards for the proposed commercial use of Right of way.

3. Applicant is responsible for all grading, clearing and placement of gravel within the right of way at applicant's time and expense.

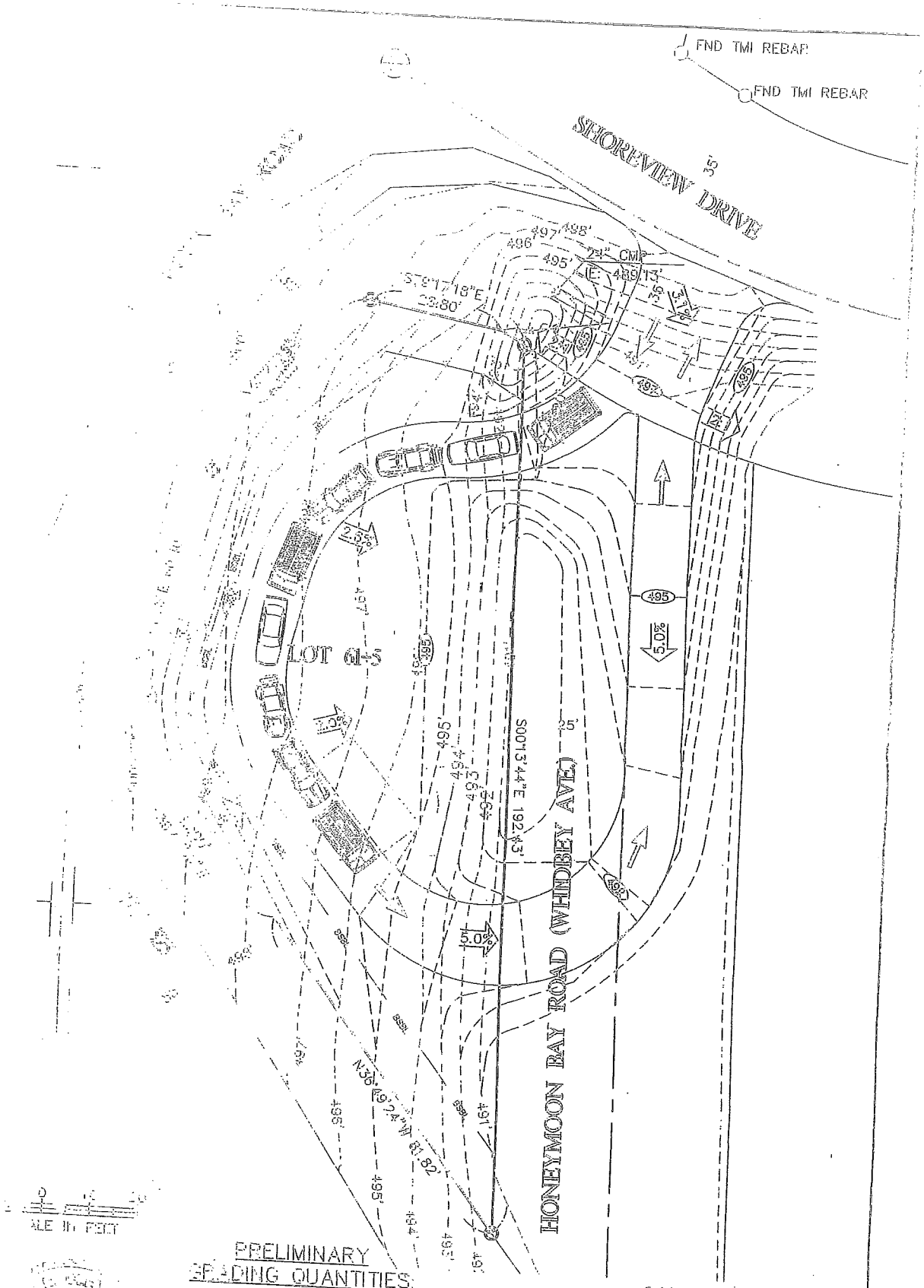
4. Applicant shall enter into a maintenance agreement with Island County.

5. All construction work shall meet the MUTCD standards for construction work and signing that is permitted within the right of way. Construction standards within the right of way shall meet or exceed the current Washington State Standard Specifications for Road, Bridge and Municipal Construction.

6. BMP's (Best Management Practices) shall be in place prior to starting work. All sediment shall be contained on job site. Runoff shall be free of sediment prior to entering county drain ways. (Straw waddle in area of drainage culvert inlet)

7. This permit is in addition to the requirements of right of way permit # PW15-0141 and access permit #PW15-0142.

James Wiaczek
Coupeville Shop Supervisor
360-678-4310



PRELIMINARY
GRADING QUANTITIES:

TOTAL SITE CUT: 365 CY'S
TOTAL SITE FILL: 765 CY'S
TOTAL NET FILL: 400 CY'S

CALL 2 DAYS
BEFORE YOU DIG
1-800-424-5555
(UNDERGROUND UTILITY LOCATIONS ARE APPROX.)

DCG INCORPORATED DAVIDO CONSULTING GROUP, INC. Civil • Structural • Land Use 8304 Roosevelt Way NE Seattle, WA 98115 206.523.6021 P.O. Box 1182 Freeland, WA 98249 360.331.1131	GAIL GLASEN PRELIMINARY SITE PLAN OPTION 1		DWG NO. C01
	DATE 07/28/04	CAD FILE NUMBER Glasen Option	REV. A	SHT 1 OF 1

08.12.2015 01:29

08.12.2015 01:30

08 12 2015 01 31

08 12 2015 01 29

APPLICATION FOR ACCESS TO COUNTY ROAD RIGHT OF WAY

Island County Public Works • P.O. Box 5000, Coupeville, WA 98239 • (360) 679-7331

PERMIT NO. PW15-0142 Fee $92.72 (Please make checks payable to Island County Engineering)

Issued Date: _____ Received: 5/27/15 Receipt No.: PW-15-00327

INSTRUCTIONS FOR APPLICANT

An approved permit for access to county roads and access from private roads to county roads is required prior to issuance of a building permit. (ICC12.12)

Applicants for permits for access to county road right-of-way shall file this application with the County Engineer. A sketch showing the desired location of the access shall be attached to the application. If applicant is currently processing applications for building or sewage permits, attachment of the same plot plan as used on those applications is acceptable.

The County Engineer shall either grant or deny the access within a 15 working day period, commencing on date application is accepted as complete by the County Engineer.

OWNER: Greg Martinez Date: 5-27-15

Mailing Address: PO Box 1463 Phone: _____

City, State, Zip Code: Freeland, WA 98249

Name/Address of Agent: Greg Koch 5363 Mutiny Bay Rd

City, State, Zip Code: Freeland, WA 98249 Phone: _____

Email Address: windmill@whidbey.com Cell Phone: 360-661-0014

Owner/Agent will place two visible flat stakes along right of way to mark desired location of access. Plot Plan is to be attached indicating location of access point and description of work to be done. Owner/Agent further agrees to perform the work in strict compliance with the provisions enumerated below and states that he/she/they has/have read and will adhere to the general provisions applicable to permits contained on the reverse side of this form. Owner/Agent certifies the access applied for is for the purpose indicated only. Permit is void if access is utilized for any other purposes or to the benefit of other properties.

SIGNATURE: [signature] PRINT NAME: Greg Koch

Access for: Single ___ Double X Common Approach ___ Short Plat ___ Plat ___ Commercial ___ Temporary ___

County Road designated as Honeymoon Bay Rd and/or Private Road _____

Address of Parcel (*if available*) _____

Parcel No. S 8290-00-00061-5 Sec. NW 10 Twp. 29N Rge. 2E

Plat Name Syndicate Addition To Freeland Div. 1 Blk. _____ Lot 61-5

Arch Site: Yes / No ***Eagle/Heron Habitat:*** Yes / No ***Wetlands:*** Yes / No ***Critical Drainage:*** Yes / No

NOTE: If it is determined the proposed work is in a sensitive area, issuance of the permit will be held until a final determination is made.

Reviewed by: _____ Date Reviewed: _____

Supervisor's Report

RECOMMENDATION:

( ) Approve ( ) Approve as modified ( ) Denied as below FOR: ( ) Single ( ) Double ( ) Common approach

TO SERVE: ( ) SFR ( ) Garage (X) Commercial ( ) Short Plat ( ) PRD ( ) Temporary

Supervisor/Foreman: [illegible] Date [illegible]

Signature: [illegible] Phone [illegible]

PERMIT CONDITIONS

PLEASE READ CAREFULLY PRIOR TO THE START OF WORK

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form. Access to be installed per County standards (Typical Road Approach and Cross Section Drawing attached) and all permit conditions as stated on the reverse side, SUBJECT TO THE FOLLOWING:

(X) New access is approved as indicated below:
( ) Existing access is approved as constructed and reflects current conditions as indicated below:
( ) Existing access requires improvements as indicated below:
(X) 20' flatout with a grade not to exceed 2% unless pre-approved.
(X) Improvements are needed to gain and maintain sight distance of 100' per 10 miles per hour.
(X) Culvert ends must be beveled. See attached diagram.
(X) 60 feet of 12 inch culvert double wall corrugated high density polyethylene drainage pipe with smooth inner wall
(X) A 6" swale, 8' from edge of pavement for drainage.
(X) Ditch must be cleaned of vegetation and debris.

(X) Prior to Asphalting or concreting driveway contact road supervisor.
( ) Surface/Surfaced with asphalt concrete pavement.
(X) Surface/Surfaced with crushed rock.
(X) Vegetation must be trimmed and maintained by applicant.
( ) Best Management Practices (BMP's) will apply. See Attached.
(X) Water run off into County drain ways shall be free of all sediment and debris.
(X) All traffic control will conform with the Manual on Uniform Traffic Control Devices (MUTCD) [illegible]
(X) Applicant will handle all drainage at applicant's expense.
( ) A bond is required to perform work requested. See Attached
(X) See Additional Conditions and/or Attachments.

( ) _____
( ) _____
( ) _____
( ) _____
(X) NOTE: Natural run off as now exists drains towards or across applicants parcel.

☒ Final Inspection Required

Print Name: James Winczek Phone Number: 360.678.4310

FINAL INSPECTION REPORT

The work covered by this permit has been performed and completed in compliance with Island County Standards and the provisions specified herein.

Date: _____ Inspector: _____

APPROVAL OF ACCESS PERMIT IS FOR COUNTY RIGHT-OF-WAY ONLY. THIS IS NOT APPROVAL FOR ANY OTHER ROAD CONSTRUCTION. OTHER PERMITS MAY BE REQUIRED; APPLICANT NEEDS TO CONTACT APPROPRIATE DEPARTMENT.

It is the responsibility of the applicant to notify all utilities and private property owners when such property is liable to cause injury or damage through the performance of the above work and the applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.

UTILITY DAMAGE IS COSTLY CALL "811" OR 1-800-424-5555 BEFORE YOU DIG

☐ Denied ☐ Approved by: _____ DATE: _____

COUNTY ENGINEER or DESIGNEE

ADDITIONAL PERMIT CONDITIONS

1. The applicant, designated herein as the "grantee", his successors and assigns, shall have the right and authority to enter upon the right of way of the County road, street, alley, public place or structure as indicated on the front of this form, for the purpose of doing such work as applied for, and approved by the County Engineer. During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public, the barriers shall be properly lighted at night.

2. The location, type of work, materials and equipment used, manner or erection or construction, safeguarding of public traffic during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the County Engineer prior to start of work and shall be subject to the inspection of the County Engineer so as to assure proper compliance with the terms of this permit.

3. If, at the end of six (6) months after date of granting of the permit, the grantee has not completed the installation, then the rights therein conferred shall cease and terminate.

4. The grantee shall leave all roads, streets, alleys, public places and structures in as good and safe condition, in all respects, as they were before commencement of work by grantee. The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the County.

5. In case of any damage to any roads, streets, public places, structures or public property of any kind on account of said work by the grantee, he will at once repair said damage at his own sole cost and expense.

6. The County Engineer, his agents or representatives may do, order, or have done any and all work considered necessary to restore to a safe condition any street, alley, public place or structure which is in a condition dangerous to a life or property resulting from the grantee's facility or its installation as permitted herein, and upon demand the grantee shall pay to the County all costs of such work and material.

7. If at any time the County deems it advisable to widen, grade, re-grade, plank, pave, improve, alter or repair any road, street, public place or structure, the grantee upon written notice by the County Engineer, his representatives or agents, will at his own sole cost and expense, raise, lower, change, move or reconstruct such installations to conform to the plans of work contemplated or ordered by the County.

8. If, upon written notice by the County Engineer, the grantee fails to relocate any portion or all of the project as granted under this permit, the County, its agents or representatives may do any work at the cost and expense of the grantee, and all costs to remove or reconstruct same, shall be borne by the grantee.

9. All such changes, reconstruction or relocation by the grantees shall be done in such manner as will cause the least interference with any of the County's work and shall be subject to the same provisions which control an original installation. The County shall in no way be held liable for any damage to the grantee by reason of any such work by the County, its agents or representatives, or by the exercise of any rights by the County upon roads, streets, public places or structures in question. The grantee shall have twenty-four (24) hours written notice by the County Engineer or his representatives or agents of any blasting contiguous to the grantee's permit rights in order that he may protect his interests.

10. This grant is limited to the specific work, purpose and use described and is contingent upon the grantee having any necessary right of ownership, rights of way, easements or permissions to approach the county road over the property adjoining the county right of way of the location specified.

11. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the grantee and all privileges of the grantee shall inure to such successors and assigns as if they were specifically mentioned.

12. The County Engineer may revoke, annul or terminate this permit if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given him or if the work herein permitted, is not installed or operated and maintained in conformity herewith or at all.

13. The Board of County Commissioners may, at any time, change, amend, modify, amplify or terminate any of the conditions herein enumerated so as to conform to any state statute or county regulation pertaining to the public welfare, safety, health or highway regulations as are, or may hereinafter be enacted, adopted or amended, etc. The Board may terminate this permit if grantee fails to comply with any such changes.

14. Grantee, by accepting this permit, agrees to notify and check with all utilities regarding their installations before commencing work, together with private property owners when such property is liable to injury or damage through the performance of such work, and the applicant shall make all necessary arrangements relative to the protection of such property and or utilities.

15. In accepting this permit the grantee, his successors and assigns agree to protect and save harmless the County from all claims, actions or damages of any kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character or materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any such suit or action is brought against said County for damages arising out of or by reason of any of the above causes, the grantee, his successors or assigns will upon notice to him or them of commencement of such action defend the same at his or their sole cost and expense and will fully satisfy any judgment after the said suit or action shall have finally been determined if adversely to the county.

NOTES

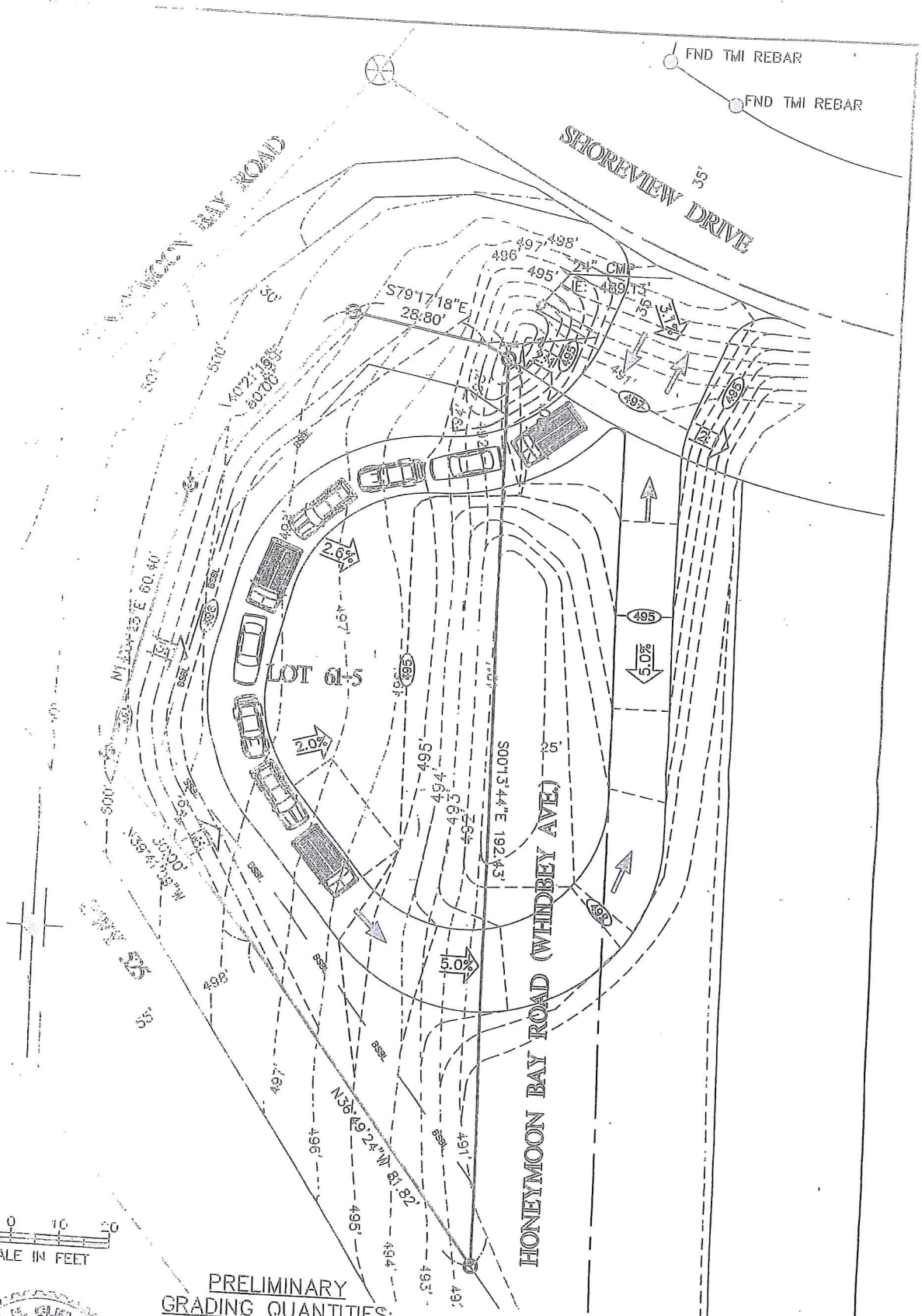
Access to County Road Permit Conditions

Permit # PW15-0142
August 17, 2015

This permit is in addition to the requirements set for the permit of Unopen Right of Way on Honeymoon Bay Road, Permit # PW15-0141.

1. A minimum 12 inch culvert 30 feet in length in each access is required and must meet current county standards. Culverts shall be buried to a depth that will insure at least 6" of fill on top of culverts. All exposed culvert ends must be beveled.
2. Drainage ditch shall flow from the south portion of property to the north. At the north access there shall be ditch created to drain all runoff into the existing drainage ditch on the corner of Honeymoon Bay and Shoreview.
3. Applicant shall apply Best Management Practices to prevent erosion of drain ways along county roads. All county drain ways shall remain free of any silt and sediment during construction. Straw waddles shall be used in ditches to keep silt from entering drainage outfall.
4. All road shoulder and ditch excavated material shall be removed from job site. Drainage culvert back fill material shall be of suitable road ballast.
5. All damages to roadway or right of way shall be repaired by and at applicant's time and expense.
6. Applicant shall keep all silt and debris off county road ways at all times.
7. All Drain ways shall be opened and functional at the close of business nightly.
8. Trenches left open past normal working hours shall be fenced and barricaded to insure a safe area around the open trench. All signing and warning devices shall meet the requirements of the MUTCD (Manual on Uniform Traffic Control Devices)
9. All exposed excavated areas within the right of way shall be replanted with grass seed by hydro-seed or grass seed covered with straw.
10. All deviations from the proposed right of way permit and proposed designs shall be approved by the Public Works Department.

James Wiaczek, 360-678-4310
Coupeville Road Shop Supervisor
Island County Public Works



PRELIMINARY
GRADING QUANTITIES:

TOTAL SITE CUT: 365 CY'S
TOTAL SITE FILL: 765 CY'S
TOTAL NET FILL: 400 CY'S

CALL 2 DAYS
BEFORE YOU DIG
1-800-424-5555
(UNDERGROUND UTILITY LOCATIONS ARE APPROX.)

DCG INCORPORATED DAVIDO CONSULTING GROUP, INC. Civil • Structural • Land Use 8904 Roosevelt Way NE Seattle, WA 98115 206.523.6024 P.O. Box 1122 Freeland, WA 98249 360.531.4131	GAIL GLASEN PRELIMINARY SITE PLAN OPTION 1		DWG NO. C01
	DATE 07/25/04	CAD FILE NUMBER Glasen Option	REV. A
			SHT. 1 OF 1

08 17 2015 01 30

08 17 2015 01 30

08 17 2015 01 28

08 17 2015 01 29

08 17 2015 01 32

08 17 2015 01 33

08 17 2016 01 30

II. Roads
B. 2017-2022 Six Year Transportation Improvement Plan Input Summary

ISLAND COUNTY PUBLIC WORKS DIVISION

P.O. BOX 5000, COUPEVILLE, WA 98239

(360) 679-7331

William E. Oakes, P.E., Director/County Engineer
Steve Marx, Asst. Director
Connie W. Bowers, P.E. Asst County Engineer

MEMORANDUM

September 9, 2016

TO: Board of Island County Commissioners

FROM: Connie Bowers – Assistant County Engineer

RE: 2017 – 2022 Six Year Transportation Improvement Plan Input Summary

Part of our process in developing the six year Transportation Improvement Plan (TIP) is to ask for public input. This is typically done through a legal notice in the newspaper. This year we also used govDelivery to send out information to people who had signed up for Transportation Planning email updates. The following is a summary of the inputs we received with some notations.

Island Transit –

- Request 'Transit Only' markings and striping of three existing pullout areas. Shoulder width exists and we plan to apply pavement markings this construction season
    - Maxwelton Road by High School (east and west side of road)
    - Heller Road by Wagon Wheel Mobile Home Park
        - Also requested removal of existing wood structure to allow for Island Transit install of new bus shelter
- 22 new bus pullouts on existing transit routes, 7 additional new bus pullouts for future routes
    - We will evaluate existing shoulder widths for candidates for near-term installation
    - We will consider identified pullout installations when designing road modifications
- Bus Shelter on SR 525 at Ledgewood Beach Road (will forward to WSDOT)
- Identified 4 future park and ride facilities

ICSO – Sgt. David Dennis

- Silver Lake Road safety improvements

    - Notes collisions near Umatilla Hill
        - Review of collision reports shows three 2 run-off the road collisions on the hill (1 property damage only and one injury)
    - Notes need for shoulders
        - 2 foot gravel shoulders were added in 2015
        - As a secondary arterial, one of the our candidates for shoulder widening
- Scenic Heights Road south of Balda Road
    - Notes repeated vehicles in ditch near Three Sisters Farm
        - No recorded collision along this section of Scenic Heights Road
    - Notes no shoulders
        - As a collector, one of our candidates for shoulder widening

Public Input via City of Oak Harbor Transportation Element Open Houses

- Sidewalks on Swantown Road, Thornberry Drive, Capital Street and Airline Way
- Bicycle Improvements on Fort Nugent Road and Crescent Harbor Roads
    - Fort Nugent Road has greater than four foot shoulders along the county portion
        - Our bicycle trail manager will outreach to the City to see if there is more information
    - Crescent Harbor Road has greater than four foot shoulders from Regatta Drive to Taylor Road
        - As a secondary arterial, one of the our candidates for shoulder widening
            - A challenging site with steep slopes adjacent and wetlands adjacent to the road. As well as limited additional right-of-way to the south (Navy Property)

Port of South Whidbey

- Public Access to Whidbey Airpark
    - 2015 feasibility study showed costs of $5 – 9 Million
- Consideration of potential passenger ferries in transportation network
    - Particularly accesses and parking
- Clinton traffic calming, circulation, aesthetics and pedestrian safety
    - Contract scheduled for board signature for the Clinton Non-motorized Improvement project which should address some of these concerns. The project will be a community led concept development to 90% design.
- Reinstating Island Transit routes on Saturdays and adding Sunday service
    - Will forward to Island Transit

Citizen Input

- Interest in establishing US bike route 10 on Whidbey Island
    - Provided potential route from Clinton Ferry to Marchs Point
        - Will put on file with our bicycle project coordinator

        - Will forward to consultant for the Non-motorized Trail Plan update
- Out Lying Field (OLF) overlook & Bus Stop
    - Suggests between Pleasant Acres Lane and OLF Storage
        - Will forward bus pullout request to Island Transit
        - Will forward overlook request to WSDOT

II. Roads
C. Surface Transportation Block Grant / Transportation Alternative Grant Candidate Projects

ISLAND COUNTY PUBLIC WORKS DIVISION

P.O. BOX 5000, COUPEVILLE, WA 98239

(360) 679-7331

William E. Oakes, P.E., Director/County Engineer
Steve Marx, Asst. Director
Connie W. Bowers, P.E. Asst County Engineer

MEMORANDUM

September 9, 2016

TO: Board of Island County Commissioners

FROM: Connie Bowers – Assistant County Engineer

RE: Surface Transportation Block Grant / Transportation Alternative Grant Candidate Projects

A call for projects has been issued for Surface Transportation Block Grant / Transportation Alternative Grant funds. We are in the process of completing the applications which are due by 9/30/16. The applications do not require BICC signature. Public Works proposes the following candidate projects (costs at this time are rough estimates);

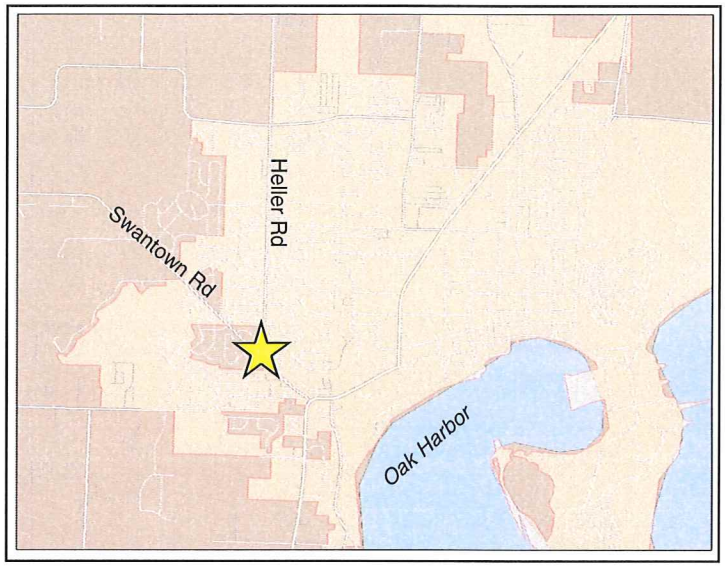
- Swantown / Heller Intersection Improvements
  - Currently STP funded for $700,000
  - Construction Costs have increased slightly
  - Request for an additional $150,000

- Clinton to Ken's Corner Trail
  - Currently STP funded for $750,000
  - Construction was not fully funded
  - Request an additional $750,000

- Regional Transportation Planning Work Program
  - On behalf of Island Transportation Planning Organization
  - Previous STP funding has been expended
  - $530,000 to cover six years

ISLAND COUNTY PUBLIC WORKS DEPARTMENT

Swantown Road at Heller Road Intersection Improvements



Project Description

This project is examining intersection treatments that will improve intersection operations and safety. One option being examined is a new traffic signal. There are existing signals at Swantown Road / SR 20 and Swantown Road / Fort Nugent Road. A roundabout is another improvement alternative under consideration.

Current TIP Year: 2017-2022 **TIP #:** 15

Project Benefits

Mobility and Safety: When warranted, installation of new signals can improve mobility by reducing the time it takes to travel through an intersection and enhance safety by clarifying who has the right-of-way through the intersection. In some cases a roundabout treatment can be used. Roundabouts, improve traffic flow and reduce the potential for serious collisions.

Amount Allocated on Current TIP

Costs are in 2016 dollars.

Preliminary Engineering/Design	$50,000
Construction	$600,000
Total	**$650,000**

Anticipated Schedule

Preliminary Engineering/Design:	2016-2017
Construction:	2018-2019

Contact Information

Spencer Keane
Traffic Engineer
360-678-7953
s.keane@co.island.wa.us

For more information on projects in your neighborhood visit the Island County Public Works Website at: http://www.islandcounty.net/PublicWorks/

ISLAND COUNTY PUBLIC WORKS DEPARTMENT

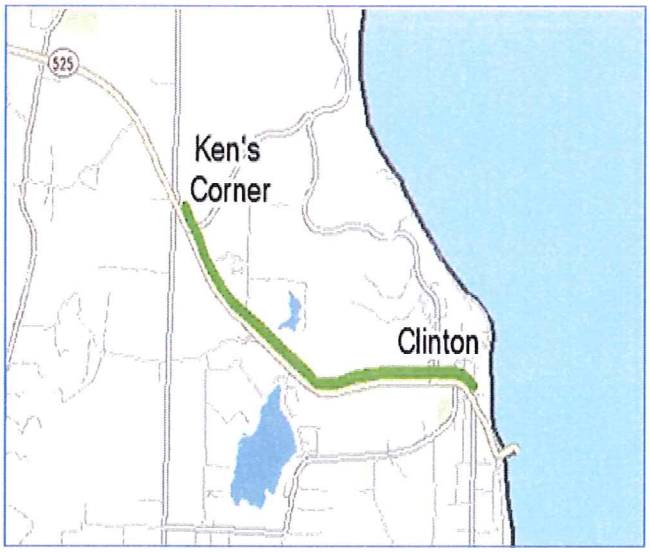
Clinton To Ken's Corner Trail

Project Description

The Clinton to Ken's Corner Trail project will construct a 10-foot wide, paved, multi-use trail along SR 525 between the community of Clinton and Langley/Cultus Bay Road. The trail extends approximately 2 miles to where the Ken's Corner commercial center is located. The project is scheduled for completion in 2021.

This non-motorized trail segment is part of a long-range concept for a trail that extends along the full length of Whidbey Island.

Current TIP Year: 2017-2022 **TIP #:** 27



Project Benefits

Access, Mobility and Safety: An active transportation network enables a variety of users to reach more destinations without an automobile. Well designed infrastructure decreases conflicts between mode users by increasing predictability of movements. This project will provide non-motorized access to business and services along SR 525 and protect vulnerable users from high-speed motor vehicle traffic.

Economic Vitality: Enhances recreational opportunities and pedestrian and bicycle connections to local businesses, community facilities, and residential areas.

Amount Allocated on Current TIP

Costs are in 2016 dollars.

Preliminary Engineering/Design	$225,000
Right-of-way	$175,000
Construction	$2,000,000
Total	**$2,400,000**

Anticipated Schedule

Preliminary Engineering/Design:	2017/18
Right-of-way:	2019
Construction:	2020/21

For more information on projects in your neighborhood visit the Island County Public Works Website at: http://www.islandcounty.net/PublicWorks/

Contact Information

Catherine Kelley
Project Manager
360-678-7965
CatherineK@co.island.wa.us

III. Drainage
A. Capital Street Drainage Improvement.

ISLAND COUNTY PUBLIC WORKS
SURFACE WATER DIVISION
P.O. BOX 5000, COUPEVILLE, WA 98239-5000
(360) 679-7331

William E. Oakes, P.E., Director/County Engineer
Steven P. Marx, Asst. Director
Connie Bowers, P.E., Assistant County Engineer

MEMORANDUM

September 07, 2016

TO: *Board of Island County Commissioners*

FROM: *Keith Elefson,*
Construction Manager
Island County Public Works

RE: *Capital St. Drainage Improvement, JL 00016-0301*
Discussion of County Drainage Project (CDP)
Staff Session of September 2016

Island County Public Works is requesting approval for the regrading and riprapping of a drainage ditch in a public utility and drainage easement near Capital Street. The ditch is in the Highland Trace Plat between parcels S7130-00-00006-0 and S7130-00-00007-0. The project will also include replacing an existing undersized culvert in the easement with 20 linear feet of 12 inch diameter culvert.

The existing ditch is eroding and site conditions within the easement do not allow for equipment to access the ditch. The project will reduce future maintenance needs related to the ditch eroding. The project will also acquire permanent access easements from the adjacent parcels so County equipment can access the utility & drainage easement for future maintenance.

The engineer's estimate for the project is $33,750, which includes approximately $3,100 of contingencies. Funding for this project is entirely from the 154 Clean Water Utility Fund.

Respectfully,

Keith Elefson
Construction Manager

Maint. Dist. Oak Harbor

Resolution No. **C - _____ -16**
R - _____ -16

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

In the matter of initiating a County Drainage Project designated as **CDP 16-08 JL 00016-0301.**

IT IS HEREBY RESOLVED THAT Capital St Drainage Improvement, Road Log No. 56160, M.P. 0.11 to M.P. 0.11, located in Sec. 10, Twp. 32N, Rge 1E, will be improved as follows:
Stormwater from Capital Street, in the Highland Trace Plat, flows down a steep ditch in a 15 ft utility and drainage easement (public) between parcels S7130-00-00006-0 and S7130-00-00007-0. The existing ditch is eroding and site conditions within the easement do not allow for the County's road shop to bring in equipment to maintain the ditch. This project proposes to regrade and riprap the steep ditch to reduce the need for future maintenance. 20 linear feet of existing undersized stormwater culvert pipe will be replaced with 12" culvert. Access easements will also be acquired from the adjacent parcels so equipment can access the drainage easement.

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

IT IS FURTHER RESOLVED that, based on the County Engineer's estimate, an appropriation from the officially adopted road fund budget is hereby made in the amounts and for the purposes shown and that plans & specifications for this project have been approved:

PURPOSE			**AMOUNT OF APPROPRIATION**
Engineering	Preliminary	$ 9,100	
	Construction	$ 4,000	
	Sub-Total		$ 13,100
Right of Way Acquisition	.....	$ 2,000	
	Engineering & R/W Sub-Total ..... (Not subject to 36.77.065)		$ 15,100
Construction		$ 15,550	
	Project Sub-Total		$ 30,650
	Contingencies		$ 3,100
	TOTAL APPROPRIATION		**$ 33,750**

Source of Funds: Roads - $ _____ Grant - $ _____ Other $ 33,750 Source: Clean Water Utility Fund 154
Funds Allocated: Planned _____ Secured X

X This project is included in the officially adopted Annual Road Program as Item No. D-09.

_____ The project is hereby made a part of the officially adopted Annual Road Program in accordance with RCW 36.81.130 as Item No. _____.

IT IS FURTHER RESOLVED that:

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

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

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON

_____
Chair

_____
Member

ATTEST: _____
DEBBIE THOMPSON
Clerk of the Board

_____
Member

TREASURER'S OFFICE
STAFF SESSION AGENDA

September 21th, 2016

Subject/Description: **Discuss option to exercise 2nd year extension of contract for electronic auction services for Island County's foreclosure and distraint properties to 12/31/2017.**

Attachment: **Previously signed Affidavit, Exhibit "A" and soon to be signed updated Affidavit.**

Subject/Description: **Treasurer's Report**

Attachment:

Discussion:
Follow up:

ISLAND COUNTY TREASURER
Wanda J. Grone, CPA

February 2, 2016

Attn: Will Scott
Bid4Assets, Inc.
8757 Georgia Ave, Ste. 520
Silver Springs, MD 20910

Affidavit of Contract Extension

On January 26, 2015, a contract was established between Island County and Bid4Assets, Inc. for conducting online property tax foreclosure auctions. Per section 4 of the contract, "This Agreement shall be effective until December 31, 2015, unless sooner terminated as hereinafter. This agreement may be renewed for two (2) additional one (1) year periods by the written mutual consent of all parties at the fees as specified in Exhibit A..."

The terms set out in Exhibit A as attached to the original Agreement dated 1/26/15, shall continue to be in effect. Island County elects Option B in latest Exhibit A - $150 per parcel fee for all parcels SOLD/REDEEMED/REMOVED on the web site.

Board of County Commissioners
Island County, Washington

2/2/16
Richard M. Hannold, Chair

Jesse Loomis
Jesse D. Loomis
CEO, Bid4Assets Inc.

ISLAND COUNTY TREASURER

Wanda J. Grone, CPA

October 4th, 2016

Attn: Will Scott
Bid4Assets, Inc.
8757 Georgia Ave, Ste. 520
Silver Springs, MD 20910

Affidavit of Contract Extension

On January 26, 2015, a contract was established between Island County and Bid4Assets, Inc. for conducting online property tax foreclosure auctions. Per section 4 of the contract, "This Agreement shall be effective until December 31, 2015, unless sooner terminated as hereinafter. This agreement may be renewed for two (2) additional one (1) year periods by the written mutual consent of all parties at the fees as specified in Exhibit A..."

The terms set out in Exhibit A as attached to the original Agreement dated 1/26/15, shall continue to be in effect through December 31, 2017. Island County elects Option B in latest Exhibit A - $150 per parcel fee for all parcels SOLD/REDEEMED/REMOVED on the web site.

Board of County Commissioners
Island County, Washington

Richard M. Hannold, Chair

Jesse Loomis

Jesse D. Loomis
CEO, Bid4Assets Inc.

Exhibit A
Bid4Assets Service Fees

Select One	Amount per Parcel (APN/ATN number)
☐ Option A:	A $125 Per Parcel Fee (APN number) will be charged for properties SUBMITTED TO BE LISTED on the Website (regardless of redemption or removal prior to auction date). Properties that were not paid for, unsold or pulled from the website during the initial auction may be re-listed in a secondary or tertiary auction within 45 days for a fee of $90 Per SOLD/REDEEMED/REMOVED. There is no charge for unsold parcels. A Set-Up Fee of $250.00 will be charged for submitting less than 50 parcels for the initial sale. There is no set-up fee for the two optional re-offer sales.
■ Option B:	A $150 Per Parcel Fee (APN number) will be charged for properties SOLD/REDEEMED/REMOVED on the Website Properties that were not paid for, unsold or pulled from the site during the initial auction may be re-listed in a secondary or tertiary auction within 45 days at the same rate. A Set-Up Fee of $250.00 will be charged for submitting less than 50 parcels for the initial sale. There is no set-up fee on the two optional re-offer sales.

OPTIONAL FINANCIAL SERVICES FEE	
Type	**Amount**
☐ BidDeposit Per Storefront	$35.00 per deposit (paid by the winning bidder)
■ Payment Processing	$35.00 per deposit (paid by the winning bidder)

The transmittal of any funds from Bid4Assets to the County will incur a $35 fee for the wire.

Island County Facilities Management

Commissioner's Agenda
- Work Session -
Sept 21, 2016

Larry Van Horn, Facilities Director

County Commissioners:
Rick Hannold, Chair
Jill Johnson, Member
Helen Price Johnson, Member

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1) Subject/Description: Resolution to surplus 1995 Ford F-150 truck
Attachment: Yes
Action Requested: Move to the consent agenda
Follow up:

2) Subject/Description: WSU Lease
Attachment: Yes
Action Requested: No
Follow up:

3) Subject/Description: Facilities Planning update
Attachment: No
Action Requested: No
Follow up:

4) Subject/Description:
Attachment: No
Action Requested: No
Follow up:

Misc. updates:
WinCams update

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WAHINGTON

IN THE MATTER OF THE SALE }
OR DISPOSAL OF COUNTY }
PROPERTY: 1995 F150 TRUCK }

Resolution No. C- -16

WHEREAS, Island County has certain personal property which has lost its economic value/utility to the County; and

WHEREAS, pursuant to Island County Code Chapter 2.31, the Board of Island County Commissioners may declare such property surplus and direct its disposal; and

WHEREAS the following is now and has been the property of Island County, State of Washington;

YEAR	MAKE	MODEL	VIN	LICENSE	MILEAGE
1995	FORD	F150	1FTEF15Y7SLB43523	33435C	81,836

and

WHEREAS, it is in the best interest of the County and the citizens thereof that said item listed be sold or disposed of in accordance with Island County Code Chapter 2.31; NOW THEREFORE,

BE IT HEREBY RESOLVED THAT the item listed shall be sold or disposed of in accordance with Island County Code Chapter 2.31.

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

_____
RICHARD M. HANNOLD, CHAIR

_____
JILL JOHNSON, MEMBER

_____
HELEN PRICE JOHNSON, MEMBER

ATTEST:

_____
DEBBIE THOMPSON
CLERK OF THE BOARD

AFTER RECORDING RETURN TO:
Department of Facilities Management
Property Management Division
P. O. Box 5000
Coupeville, WA 98239
Effective date: _____

This LEASE is made and entered into between the Christensen Family Trust including its heirs, executors, administrators, successors, and assigns, hereinafter called the LESSOR, and Island County, State of Washington, acting through the Department of Facilities Management, hereinafter called the LESSEE.

WHEREAS, the LESSOR and LESSEE deem it to be in the best public interest to enter into this Lease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

LEASED PREMISES

1. The LESSOR hereby leases to the LESSEE the following described premises:

Tax Property ID:

Property ID: 28008 Legal Description: 124 ALEX DC - BG SECR TR 67D577 S100' TPB W300' N100 E118' N109' E182' TO ST S ALG ST TPB EX: BG SECR TR 67D577 S100' W300' N80' TPB N20' E20' S20' W20' TPB TGW & SUB EZS AF#88007814

See Exhibit A: Scaled drawing of leased space

Common Street Address: 406 North Main Street, Coupeville WA 98239

USE

2. The premises shall be used by the Washington State University Extension-Island County for the following purposes: General administrative functions and meetings

TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning on the date this lease is fully executed and recorded and ending December 31, 2020.

RENTAL RATE

4. The LESSEE shall pay rent to the LESSOR for the premises at the following rate:

A rate of $0.90 per square foot monthly until December 31, 2020.

4.1. Payment shall be made at the end of each month upon submission of properly executed invoices from Windermere Real Estate Inc. acting as the property manager.

EXPENSES

5. During the term of this Lease, LESSOR shall pay real estate taxes, property assessments, insurance, and maintenance and repair as described below.

MAINTENANCE AND REPAIR

6. The LESSOR shall maintain the premises in good repair and tenantable condition during the duration of this Lease, except in case of damage arising from the negligence of the LESSEE'S clients, agents or employees. For the purposes of maintaining and repairing the premises, the LESSOR reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.

6.1. LESSOR'S Expenses: LESSOR shall be responsible for repair or replacement of capital items including but not limited to, roof (including the watertight integrity of same as well as prompt replacement of damaged ceiling tile caused by leakage), siding, windows, structural components, exterior doors, mechanical systems, plumbing, sewer, electrical service and parking lot paving/striping as well as continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building and energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

6.2. LESSEE'S Expenses: LESSEE shall be responsible for all utilities individually metered to the LESSEE'S premises including electricity, water and sewer, trash & recycling removal, internet, phone, security, as well as the maintenance or repair of interior fixtures such as toilets, interior doors, blinds, paint, carpet, flooring, annual fire Inspections, annual extinguisher service, and replacement of interior lighting ballasts, starters and fluorescent tubes, maintenance of the air conditioning system purchased and installed by Island County, air filter replacements and full custodial service.

6.3. Taxes, Insurance & Common Area Maintenance: LESSOR shall cause and oversee scheduled maintenance and repair of non-capital repairs and maintenance of common areas and common area elements which shall include but not be limited to regular mowing, weeding, litter control and sweeping of the parking lot, pest control, exterior lighting, gravel parking area maintenance and snow removal. LESSOR shall pay all common area maintenance costs, property taxes, and property casualty insurance.

6.4. Tenant Pro-Rata Share: The building consists of a total of 12,365 rentable square feet. The LESSEE'S exclusive portion of the premises under this lease is 2,163 sf. Based on the ratio of the agreed rentable area of the Premises to the agreed rentable area of the Building as of the date of this Lease, LESSOR and LESSEE agree that LESSEE'S Pro Rata Share is 17.49 %.

6.5. Additional Rent: LESSEE shall pay on a monthly basis, in addition to the base rent identified in section 4 of this agreement, 1/12th of its pro-rata share of the annual property casualty insurance premium and 1/12th of its share of the annual property taxes. LESSEE shall, within 60 days of demand by landlord, reimburse LESSOR for LESSEE'S pro-rata share of common area maintenance as identified in sections 6.2, 6.3 & 6.4 of this agreement.

ASSIGNMENT/SUBLEASE

7. The LESSEE may assign this Lease or sublet the premises with the prior written consent of the LESSOR, which consent shall not be unreasonably withheld. LESSEE shall not permit the use of the premises by anyone other than the LESSEE, such assignee or sublessee, and the employees, agents and servants of the LESSEE, assignee, or sublessee.

RENEWAL/CANCELLATION

8. The Lease may, at the option of the LESSEE, be renegotiated for an additional (2) years.

PAYMENT

9. Any and all payments provided for herein when made to the LESSOR by the LESSEE shall release the LESSEE from any obligation therefor to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

10. LESSOR is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

FIXTURES

11. The LESSEE, upon the written authorization of the Department of Facilities Management, shall have the right during the existence of this Lease with the written permission of the LESSOR (such permission shall not be unreasonably withheld), to make alterations, attach fixtures or signs, in or upon the premises hereby leased. Such alterations, fixtures, and signs shall be authorized only by the Department of Facilities Management. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the LESSEE and may be removed therefrom by the LESSEE upon the termination of this Lease. Any damage caused by the removal of any of the above items shall be repaired by the LESSEE.

ALTERATIONS/IMPROVEMENTS

12. In the event the LESSEE requires alterations/improvements during the term of this Lease, any renewals and/or modifications thereof, the LESSOR shall have the right to provide such services. If required by state law, the LESSOR shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries.

12.1. If the LESSEE considers LESSOR'S proposed costs for alterations/ improvements excessive, LESSEE shall have the right, but not the obligation, to request and receive at least two independent bids; and the LESSEE shall have the right at its option to select one alternative contractor whom the LESSOR shall allow to provide such services for the LESSEE in compliance with the LESSOR'S building standards and operation procedures.

PREVAILING WAGE

13. Pursuant to RCW 39.04.260, the prevailing rate of wage is statutorily required to be paid to workers on the project for all work, construction, alteration, repair, or improvement, other than ordinary maintenance, that the LESSEE causes to be performed by the LESSOR.

DISASTER

14. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the LESSOR(s) neglects and/or refuses to restore said premises to their former condition, then the LESSEE may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the LESSEE during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

NO GUARANTEES

15. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the LESSEE unless endorsed herein in writing. And it is further understood that this Lease shall not be valid and binding upon Island County unless same has been approved by the Board of County Commissioners and approved as to form by the Island County Prosecuting Attorney and Risk Manager. Any amendment or modification of this Lease must be in writing and signed by both parties.

REIMBURSEMENT FOR DAMAGE TO PREMISES

16. The LESSEE hereby agrees to reimburse the LESSOR for damages caused by the negligence of its employees, clients and agents, but in no event shall this paragraph be construed as diminishing the LESSOR'S duty to make repairs as set forth in preceding paragraphs of this Lease, or as making LESSEE responsible for the repair of normal wear and tear.

HAZARDOUS SUBSTANCES

17. LESSOR warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation.

INDEMNIFICATION

18. LESSEE shall indemnify and hold harmless LESSOR from damages of every kind and nature and all expenses arising therefrom that may be claimed to accrue by reason of any occurrence upon or about the premises leased by LESSEE which is attributable to LESSEE's negligence, except for damages or injuries caused by LESSOR's negligence or other users of the property or their customers.

WITHHOLDING OF RENT PAYMENTS

19. If the LESSOR fails to maintain, repair and/or improve the premises as set forth herein, the LESSEE may, withhold ten percent (10%) of rent payments until such time as LESSOR completes deficient maintenance, repair and/or improvements. Upon receipt of documentation of LESSOR'S noncompliance with maintenance, repair and/or improvement provisions and a written request to withhold rent payments from the LESSEE, the Department of Facilities Management shall provide LESSOR with a list of deficient maintenance, repair and/or improvement items and notify LESSOR that LESSEE has been authorized to withhold rent payment until deficient maintenance, repair and/or improvements have been completed. Withheld rent payments will be remitted to LESSOR after the Department of Facilities Management verifies that LESSOR has satisfactorily completed all maintenance, repair and/or improvements and authorizes LESSEE to remit the withheld rent. Nothing in this provision shall limit other remedies which may be available to LESSEE under this Lease.

CONDEMNATION

20. If any of the premises or of the Building, as may be required for the reasonable use of the premises, are taken by eminent domain, this Lease shall automatically terminate as of the date LESSEE is required to vacate the premises and only rent to that date will be paid. Any rent paid beyond the date of cancellation shall be refunded to the LESSEE within twenty (20) calendar days.

CARRYOVER TENANCY

21. If LESSEE remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by LESSEE shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, LESSEE shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

CAPTIONS

22. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

NOTICES

23. Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below.

LESSOR:

Mr. Ted Christensen
Managed by Windermere Commercial Real Estate / Whidbey Island
PO Box 610, 5 South Main St
Coupeville WA 98239-0610

LESSEE:

Island County
Department of Facilities Management
Property Management Division
P. O. Box 5000
Coupeville, Washington 98239

ACCEPTED AND APPROVED this _____ day of _____, 2016.

LESSOR:	**LESSEE:**
CHRISTENSEN FAMILY TRUST	**BOARD OF COUNTY COMMISSIONERS** **Island County, Washington**
_____	_____
Mr. Ted Christensen **Title:**	**Richard M. Hannold, Chair** **Board of Island County Commissioners**

STATE OF _____

COUNTY OF _____

On the _____ day of _____, 2016, before me, _____, the undersigned
(Name of Notary Public)

Notary Public, personally appeared Richard M. Hannold.
Name of Signer)

_____ Personally known to me

_____ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

WITNESS my hand and official seal.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

My Commission Expires _____

Description of attached document: LEASE AGREEMENT Between the Christensen Family Trust and Island County

Document Date _____ Number of pages, nine (9)

STATE OF _____

COUNTY OF _____

On the _____ day of _____, 2016,
before me, _____, the
undersigned (Name of Notary Public)

Notary Public, personally appeared Ted Christensen, of the Christensen Family Trust,
(Name of Signer)

_____ Personally known to me

_____ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

_____
Signature of Notary Public

WITNESS my hand and official seal.

_____
Printed Name of Notary Public

My Commission Expires _____

Description of attached document: LEASE AGREEMENT Between The Christensen Family Trust and Island County

Document Date _____ Number of pages, Nine (9)

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
September 21, 2016

SHERIFF - Jail

Subject: Intrastate Compact between Island County Sheriff/Jail and Department of Corrections. This allows Island County the ability to send pre-sentence inmates to a DOC Facility for housing and care. RM-SHER-2016-269

Attachment: Yes

Proposed Action: Discussion

INTRASTATE COMPACT

PURPOSE

This Compact is entered into by Island County (County) and the Washington State Department of Corrections (Department) for the purpose of maximizing the use of existing resources and to provide adequate facilities and programs for the confinement, care, treatment, and employment of Offenders. The Department and the County specifically find that the Compact is necessary or desirable in order to provide adequate housing and care or appropriate rehabilitation and treatment programs to the persons being transferred.

Article I
DEFINITIONS

Compact – the Washington Intrastate Corrections Compact.

Compact Jurisdiction – Department of Corrections or any County in the state of Washington which has executed this Compact.

Convicted Felony Offender – a person who has been convicted of a felony established by state law and is eighteen years of age or older, or who is less than eighteen years of age, but whose case has been transferred by the appropriate juvenile court to a criminal court pursuant to RCW 13.40.110 or has been tried in a criminal court pursuant to RCW 13.04.030(1)(e)(v).

County – Island County.

Department – Washington State Department of Corrections.

Extraordinary Medical Expense – any medical expense beyond that which is normally provided by contract medical providers or other health care providers at the Facility of the Receiving Jurisdiction.

Facility – any state correctional institution, camp, or other unit established or authorized by law under the jurisdiction of the Department; any jail, holding, detention, special detention, or correctional Facility operated by the County for the housing of adult Offenders; or any contract Facility, operated on behalf of either the County or the Department for the housing of adult Offenders.

Offender – a person who has been charged with and/or convicted of an offense established by applicable statute or ordinance.

Offender Day – an Offender Day is any day an Offender is in the custody of the Receiving Jurisdiction including the first day an Offender is delivered to the Receiving Jurisdiction. An Offender Day ends at midnight of the day immediately preceding the day of the Offender's release or return to the custody of the Sending Jurisdiction. An Offender Day shall not include any day that is by state law the financial responsibility of the Receiving Jurisdiction.

PREA - The Prison Rape Elimination Act of 2003.

Receiving Jurisdiction – Washington State Department of Corrections or Island County, whichever is being sent an Offender from the other party.

Secretary – the Secretary of the Department of Corrections or his or her designee.

Sending Jurisdiction -- Island County or Washington State Department of Corrections, whichever has an Offender that they want the other to house.

Article II
TERM OF THE AGREEMENT

Section 2.01 Term. The term of this Compact shall begin the date last signed, and continue until terminated as provided below.

Section 2.02 Termination. This Compact may be terminated by any party, for cause, non-appropriation of funds, or convenience, on thirty (30) days written notice, delivered to the County Sheriff or the Contracts Administrator of DOC, as appropriate. Within 30 days after the delivery of said notice, the Receiving Jurisdiction/Sending Jurisdiction shall retake physical custody of their respective Offenders being housed at the other's Facility pursuant to this Compact. The requirement of written notice will not apply if the Receiving Jurisdiction/Sending Jurisdiction, in its sole discretion, determines the cause for termination creates an immediate threat to public safety, health, or welfare.

Section 2.03 Termination Due to Unavailability of Funds. The payment of money by the Sending Jurisdiction under any provisions hereto is contingent upon the availability of funds appropriated to pay the sums pursuant to this Compact. In the event funding for this Compact becomes unavailable, withdrawn, reduced, insufficient, or limited in any way, the Receiving Jurisdiction shall have the right to terminate this term of this Compact without penalty and without the thirty (30) day notice period, except for services already provided.

Section 2.04 Intrastate Corrections Compact. The provisions of the Intrastate Corrections Compact, pursuant to RCW 72.76, are hereby made an integral part of this Compact and no provision of this Compact shall be construed in any manner inconsistent with historical intent and the provisions of the Intrastate Corrections Compact.

Article III
SENDING JURISDICTION RESPONSIBILITIES

Section 3.01 Offender Housing. The Receiving Jurisdiction shall confine and supervise the Sending Jurisdiction Offenders who are transferred to a Receiving Jurisdiction Facility pursuant to this Compact. No Offender shall be transferred until the Sending Jurisdiction has ensured that the Offender meets the Receiving Jurisdiction's screening criteria. It is the understanding of the parties that providing available Facility space for the housing of the Sending Jurisdiction Offenders is at the Receiving Jurisdiction's option. Nothing in this Compact shall be construed to require the Receiving Jurisdiction to provide space or to require the Sending Jurisdiction to present for confinement any Sending Jurisdiction Offenders. Placement of the Sending Jurisdiction Offenders in the Facility may occur at any time after the beginning of the term of this Compact.

Section 3.02 Delivery of Offenders. The Sending Jurisdiction, at its expense, will deliver Offender to the institution designated by the Receiving Jurisdiction. Should the Offender fail to meet the screening criteria of the Receiving Jurisdiction, or be rejected by the Receiving Jurisdiction for any other reason, the Sending Jurisdiction shall be responsible to retake the Offender. The Sending Jurisdiction shall provide at least one set of the Offender's personal clothing at the time of transfer, shall search the Offender's clothing for contraband prior to the transfer, and shall store the Offender's personal property throughout the duration of the Offender's incarceration unless other storage arrangements are made.

Section 3.03 Return of Offenders to Sending Jurisdiction.

3.03.1 The Sending Jurisdiction may demand that its Offenders be returned to its custody at the Sending Jurisdiction's Facility at any time. These transfers will be at the Sending Jurisdiction's expense and will be conducted with the Sending Jurisdiction's staff or contracted staff at the Sending Jurisdiction's expense.

3.03.2 As soon as practicable, but not later than 7 days after receiving a request from the Receiving Jurisdiction to return an Offender, the Sending Jurisdiction will accept custody at the Sending Jurisdiction Facility of any Offender whom the Receiving Jurisdiction requests to be returned to the Sending Jurisdiction's custody. The Sending Jurisdiction's Offender shall be returned at the Sending Jurisdiction's expense.

3.03.3 Should an Offender be returned to the Sending Jurisdiction as a result of any action by the Sending Jurisdiction or by a court of competent jurisdiction that prevents the Offender's confinement at the Receiving Jurisdiction's Facility, the Sending Jurisdiction shall bear the cost. The Sending Jurisdiction shall accept custody at its Facility immediately, under such circumstances.

3.03.4 No Offender who completes his sentence, is released by a court order, or is placed on probation or parole shall be released directly from the Receiving Jurisdiction's Facility. Prior to releasing the Offender from custody, the Offender shall be returned to the Sending Jurisdiction or to the custody of such jurisdiction as has agreed to take the Offender. These transfers will be at the Sending Jurisdiction's expense.

Section 3.04 Jurisdiction. The Sending Jurisdiction shall maintain jurisdiction over the transferred Offender.

Section 3.05 Screening Criteria. The Sending Jurisdiction, prior to transfer of the Offender, shall ensure that the Receiving Jurisdiction screening criteria is met.

Section 3.06 Notification of Sentencing Court. The Sending Jurisdiction, prior to transfer of the Offender, must notify the sentencing court(s) of the name, charges, cause numbers, date and place of transfer of any Offender prior to transfer on a form to be provided by the Department.

Section 3.07 Records Furnished to Receiving Jurisdiction by Sending Jurisdiction. The Sending Jurisdiction must furnish the Receiving Jurisdiction with copies or summaries of the records relating to medical needs, behavior, and classification of the Offender upon transfer. These records must include: 1) a copy of the commitment order or orders legally authorizing the confinement of the Offender; 2) a copy of the form notifying the sentencing court of the transfer; 3) a summary of the Offender's criminal history,

medical needs, behavioral problems, and other information relevant to the classification of the Offender; and 4) a standard identification card which includes the fingerprints and a photograph of the Offender.

Section 3.08 Public Records. The Sending Jurisdiction shall be responsible for disclosure of public records pertaining to the Offender and any costs associated with disclosure of those records, unless the Receiving Jurisdiction generated those records.

Section 3.09 Medical Care. The Sending Jurisdiction shall pay all extraordinary or emergency medical expenses incurred by the Offender, and will provide the Offender with at least a three-day supply of medication when the Offender is transferred to the Receiving Jurisdiction. This includes payment of costs to transport the Offender to and from medical appointments for medical care not available at the Facility.

Section 3.10 Notification of Release Date. The Sending Jurisdiction shall calculate the Offender's good time and notify the Offender of his/her release date. The Sending Jurisdiction shall notify the Receiving Jurisdiction, in writing, of the Offender's release date.

Section 3.11 Notification of Coordinator. The Sending Jurisdiction shall notify the Receiving Jurisdiction of the Sending Jurisdiction coordinator responsible for administering the Compact. Should the coordinator be absent for an extended period of time, the coordinator shall arrange for, and notify the Receiving Jurisdiction in writing, of the alternate contact person during the coordinator's absence.

Section 3.12 Legal Services. The Sending Jurisdiction shall provide the Offender with legal services and shall pay legal costs associated with the Offender's challenge of his or her transfer.

Section 3.13 Reconciliation of Offender Days and Costs. When the two parties to this agreement transfer Offenders to each other, there shall be a reconciliation of the number of Offender Days accrued by each party. If the number of Offender Days accrued by each party is equal, no payment for Offender Days is necessary for the affected period, except extraordinary medical, legal and transport costs. If the number of Offender days is not equal, the party accruing the lesser number of Offender Days may credit any obligation of the other party against their future obligations or may bill the other party for the excess accrued Offender Days at the daily rate set by the Office of Financial Management under RCW 70.48.440, unless the parties have agreed to another rate for a particular transfer.

Section 3.14 Transportation and Security. The Sending Jurisdiction shall provide transportation and security for Offenders being transported to and from court appearances.

Section 3.15 Inspections. The Sending Jurisdiction shall have the right to inspect and or audit the Receiving Jurisdiction's Facility at its discretion, with or without advance notice.

Article IV
RECEIVING JURISDICTION RESPONSIBILITIES

Section 4.01 Supervision. The Receiving Jurisdiction shall be responsible for the supervision of the Offenders that it accepts into custody from the Sending Jurisdiction.

Section 4.02 Screening Criteria. The Receiving Jurisdiction shall establish screening criteria for the Offenders it will accept for transfer, and will notify the Sending Jurisdiction if the Offender does not meet the screening criteria.

Section 4.03 Orientation. Upon an Offender's arrival at a Receiving Jurisdiction Facility, the Receiving Jurisdiction shall provide an orientation for the Offender. This orientation must address the following conditions at the Receiving Jurisdiction Facility: 1) requirements to work; 2) Facility rules and disciplinary procedures; 3) medical care availability; 4) visitation rules.

Section 4.04 Clothing.

4.04.1 The Receiving Jurisdiction will be responsible for laundering, repair, and replacement of Offender clothing during the Sending Jurisdiction Offender's incarceration at the Facility to ensure clean clothes and a minimum of 1 set of clothing upon admission and with clean clothing and bedding on a weekly basis thereafter.

4.04.2 The Receiving Jurisdiction shall provide work clothing and equipment appropriate to the Offender's assignment.

4.04.3 The Receiving Jurisdiction shall furnish Offenders with climate appropriate outerwear.

4.04.4 The Sending Jurisdiction Offenders returned to the Sending Jurisdiction from the Receiving Jurisdiction Facility shall have the allotted amount of Offender clothing authorized by the Sending Jurisdiction.

Section 4.05 Transferable Items. The Receiving Jurisdiction shall provide to the Sending Jurisdiction a list of allowable items that may be transferred with the Offender.

Section 4.06 Medical Care. The Receiving Jurisdiction shall be responsible for providing regular medical care, including prescription medications, to the Sending Jurisdiction Offender at the Receiving Jurisdiction's expense. The Receiving Jurisdiction shall notify the Sending Jurisdiction as far in advance as practicable prior to incurring costs as a result of extraordinary medical care. The Receiving Jurisdiction shall notify the Sending Jurisdiction as soon as practicable after an Offender receives emergency medical care.

Section 4.07 Compensation for Work. Offenders transferred to a Receiving Jurisdiction Facility who participate in programs of Offender employment shall receive the same reimbursement, if any, as other Offenders performing similar work. Only those Offenders who have been convicted may be required to work.

Section 4.08 Rules. The Receiving Jurisdiction shall notify the Sending Jurisdiction Offenders upon arrival of the rules of the jurisdiction and the specific rules of the Facility. Offenders will be required to follow all rules of the Receiving Jurisdiction.

Section 4.09 Discipline. The Receiving Jurisdiction shall provide disciplinary detention to the Sending Jurisdiction Offenders at the discretion of the Receiving Jurisdiction. The Receiving Jurisdiction may require the Sending Jurisdiction to retake any Offender found guilty of a serious infraction; similarly, the Receiving Jurisdiction may require the Sending Jurisdiction to retake any Offender whose behavior requires segregated or protective housing.

Section 4.10 Monthly Reports. The Receiving Jurisdiction institution housing the Sending Jurisdiction Offenders shall provide monthly reports to each Sending Jurisdiction on the number of Offenders housed for the Sending Jurisdiction under the Compact.

Section 4.11 Notification of Coordinator. The Receiving Jurisdiction shall notify the Sending Jurisdiction of identity of the Receiving Jurisdiction coordinator responsible for administering the Compact. Should the coordinator be absent for an extended period of time, the coordinator shall arrange for, and notify the Sending Jurisdiction in writing, of the alternate contact person during the coordinator's absence.

Section 4.12 Legal Costs. The Receiving Jurisdiction shall bear legal costs relating to the defense of actions arising from events that occur at the Receiving Jurisdiction institution while the Offender is in the Receiving Jurisdiction's custody.

Section 4.13 Facility Operations. The Receiving Jurisdiction's management of Offenders in the Facility shall be consistent with the management of other Offenders at the Facility and in accordance with current legal requirements. The Receiving Jurisdiction shall maintain staffing levels at the Facility in sufficient numbers and rank to maintain the safety of the public, staff, and offenders and to adequately carry out the provisions of this agreement.

Section 4.14 Religious Opportunity. The Receiving Jurisdiction shall provide adequate space and opportunity within the Facility for religious services.

Section 4.15 Telephone. Access to telephone service comparable to that provided to Offenders by the Sending Jurisdiction shall be provided to all transferred Offenders.

Section 4.16 Commissary and Mail. Offenders will be provided with commissary and mail services as similar as possible in form and price as those found in the Sending Jurisdiction detention Facilities.

Section 4.17 Visitation. The Receiving Jurisdiction shall provide visitation opportunities at a minimum equivalent to those offered in the Sending Jurisdiction Facilities unless individual security concerns dictate otherwise.

Section 4.18 Grievance Procedures. Initial Sending Jurisdiction Offender grievances shall be handled by the Receiving Jurisdiction, consistent with the Receiving Jurisdiction's grievance procedures. The Sending Jurisdiction staff shall handle appeals or additional review of the Sending Jurisdiction Offender grievances.

Section 4.19 Access to Courts. The Sending Jurisdiction shall be responsible to provide meaningful access to the courts through: (a) the use of court appointed attorneys to satisfy their Sixth Amendment right to counsel, (b) contracted attorneys, or (c) legal materials at the Receiving Facility. If meaningful access is to be provided through legal materials at the Facility, the Sending Jurisdiction shall supplement the Receiving Jurisdiction's legal materials as required to meet constitutional needs of Offenders. The Receiving Jurisdiction will provide the offender opportunity to access to legal materials at the Facility or to their attorney in accordance with security and operating needs and consistent with access granted to other offenders.

Section 4.20 Death of an Offender. The Receiving Jurisdiction will immediately notify the Sending Jurisdiction via telephone of any Offender death and shall have the death reviewed by the coroner of the local jurisdiction. The Receiving Jurisdiction shall also forward a certified copy of the death certificate, autopsy report, Offender's file and medical records to the Sending Jurisdiction.

Section 4.21 Escape of an Offender. The Receiving Jurisdiction will immediately notify the Sending Jurisdiction via telephone of any Offender escape. The Receiving Jurisdiction shall also notify all local law enforcement agencies of the escape.

Article V
RECEIVING JURISDICTION EMPLOYEES

Section 5.1 Independent Contractor. The Receiving Jurisdiction shall perform its duties hereunder as an independent contractor and not as an employee. Neither the Receiving Jurisdiction nor any agent or employee of the Receiving Jurisdiction shall be deemed to be an agent or employee of the Sending Jurisdiction. The Receiving Jurisdiction shall pay, when due, all required employment taxes and income tax withholding including all Federal and State income tax and local head tax on any monies paid pursuant to this Compact. The Receiving Jurisdiction shall have no authorization, express or implied to bind the Sending Jurisdiction to any agreements, liability or understanding except as expressly set forth herein.

Section 5.2 Personnel. The Receiving Jurisdiction shall retain sufficient personnel to deliver twenty-four (24) hour care and supervision to Offenders, as well as administrative and support service personnel for the overall operation of the Facility. Prior to employment at the Facility, applicants shall be subjected to a thorough background check.

Section 5.3 Training. The Receiving Jurisdiction will train all personnel of the Facility. The Receiving Jurisdiction shall be responsible for all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of its employees, agents, subcontractors or assignees incurred in connection with training.

Article VI
MISCELLANEOUS

Section 6.1 Existing State Law. This Compact shall not be construed to alter the legal responsibilities of the Sending and Receiving Jurisdictions with regard to the legal and fiscal responsibility for housing of Offenders under state law.

Section 6.2 Disputes. Disputes between the Sending and Receiving Jurisdictions may be submitted to arbitration if the parties are unable to resolve any disputes arising hereunder. No disputes may be submitted to arbitration without the agreement of both parties.

Section 6.3 Equal Employment Opportunity. The parties ascribe to the principles of equal employment opportunity. Neither is responsible for ensuring that the other is in compliance with equal employment statutes or policies.

Section 6.4 Invalidity and Severability. To the extent that this Compact may be executed and performance of the obligations of the parties may be accomplished within the intent of the Compact, the terms of this Compact are several and should any term or provision hereof be declared invalid or become

inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Compact is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Compact shall not be affected thereby.

Section 6.5 Jurisdiction and Venue. The laws of the State of Washington and the rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Compact. Venue for any legal action related to the performance or interpretation of this Compact shall be in the Superior Court in Thurston County, Washington.

Section 6.6 Scope of Agreement. This Compact and any appendices or exhibits to it incorporate all the agreements, covenants, and understandings between the parties. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Compact. This Compact shall not be altered, changed, or amended except by mutual consent of the parties in writing.

Section 6.7 Compliance with Applicable Laws. The parties shall at all times during the performance of their obligations of this Compact, strictly adhere to all applicable federal and state laws and regulations.

Section 6.8 Indemnification. Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents or employees to the fullest extent require by law, and further agrees to save, indemnify, defend, and hold the other party(s) to the Intrastate Compact harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into the Intrastate Compact except as expressly provided herein.

Article VII

PREA - SEXUAL MISCONDUCT

Section 7.1 **Compliance** Both parties agree to ensure that all of their employees, vendors and volunteers) that have contact with either party's offenders comply with all federal and state laws regarding sexual misconduct including, but not limited to:

7.1.1 The Prison Rape Elimination Act of 2003 (PREA);

7.1.2 The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and

7.1.3 Zero tolerance toward all forms of sexual abuse and sexual harassment.

Section 7.2 **Monitoring** Each party agrees to provide to the other party documented compliance with the Federal PREA standards, and to allow the Department to monitor their facility's compliance.

7.2.1 Monitoring may include, but is not limited to:

7.2.2 Site visits,

7.2.3 Access to facility data, and

7.2.4 Review of applicable documentation.

Section 7.3 The Department may terminate this Contract:

7.3.1 Should the County fail to provide documentation that demonstrates that the County is actively and effectively working toward and is making substantive progress toward achieving compliance or

7.3.2 Should County fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

Section 7.4 The Department will terminate this Contract:

7.4.1 Should County elect to discontinue pursuit of PREA compliance or

7.4.2 Should County be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames or

7.4.3 Should County be found to be in egregious violation of PREA.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the State of Washington and the County of Island.

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

Richard Morgan DATE
Secretary

BOARD OF COUNTY COMISSIONERS
ISLAND COUNTY, WASHINGTON

Richard M. Hannold, Chair DATE

Jill Johnson, Member DATE

Helen Price Johnson, Member DATE

Mark C. Brown DATE
Sheriff

Approved as to Form only
Greg M. Banks 5-10-16 DATE
Prosecutor

ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT

COMMISSIONERS AGENDA
- Long Range Planning - Work Session -

September 21, 2016

Subject/Description: Update on the Comprehensive Plan Process, including Code Amendments and Potential Restructuring of Future Land Use Categorization

Attachment: Yes/No

Action Requested: None

Follow up:

ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT
PHONE: (360) 679-7339 ■ from Camano (360) 629-4522, Ext. 7339
■ from S. Whidbey (360) 321-5111, Ext. 7339 ■ FAX: (360) 679-7306
■ 1 NE 6th Street, P. O. Box 5000, Coupeville, WA 98239-5000
■ Internet Home Page: https://www.islandcountywa.gov/

TO: **Island County Board of Commissioners**

FROM: **Island County Long Range Planning**

DATE: **September 13, 2016**

SUBJECT: **Update on the Comprehensive Plan Process, including Code Amendments & Potential Restructuring of Future Land Use Categorization**

Commissioners:

Please see the updates below related to anticipated development code changes affecting the Critical Areas Ordinance and proposed changes to the Annual Docket process. Other items address proposed changes to the Comprehensive Plan related to Urban Holding areas, and Land Use Map and Zoning Map designations.

Critical Areas Ordinance

The Critical Areas Ordinance (CAO) Update is comprised of several types of updates that will have to be brought forward in sections over the upcoming months. Some of these updates will be able to move forward in-tandem or shortly after the adoption of the Comprehensive Plan. The updates that require significant research and discussion will continue into 2017. Below is a rough outline of the timing for each piece of the CAO update.

Combination of all Critical Areas Code Chapters (17.02, 17.02A, 17.02B)
Staff is currently working on combining all critical areas chapters of Island County Code into the same chapter (except geologic hazards which will remain in Title 11).

- 17.02 is the first Chapter adopted by the County covering all critical areas.
- 17.02A was adopted specifically focusing on updated provisions for the protection of wetlands.
- 17.02B was the last Chapter to be adopted, specifically focusing on updated provisions for the protection of Fish and Wildlife Habitat Conservation Areas.

With the new updated Chapters of 17.02A and B in effect, the only pieces in Chapter 17.02 which are still relevant are those related to critical areas and agriculture, and the surface water monitoring program.

Understandably, operating under three separate sections of critical areas code has made for some confusion in the past with regards to the authority for each document. As the new sections were adopted, previous sections were not repealed, allowing for duplicative (and sometimes conflicting) definitions, procedures, and references to persist in the same chapter. The goal of this combination is to establish one, clear chapter that regulates the protection of critical areas by moving the relevant information ***from*** 17.02 and 17.02A ***to*** 17.02B. In doing so, staff has worked with Environmental Science Associates (ESA) to update definitions and provide other minor changes that make the code more consistent with state law. Staff is developing a draft combined chapter in strike-through and a matrix that will summarize all proposed changes (to be provided and discussed at a future date). Thus far, the matrix for the definitions section has been completed and staff believes the completion of this task represents a significant accomplishment in moving toward final code consolidation. Staff anticipates presenting the code combination for consideration before the end of the calendar year.

Minor Recommendations from the Periodic Update Process

In addition to the code combination, some of the easier recommended updates that came out of the periodic update process will also move forward either in-tandem or soon after the code combination. These are listed below.

- Amending ICC 16.06 to specify that subdivision approval is contingent on health officer finding of legal and physical availability of water
- Adding a reference to the mitigation sequencing section contained in 17.02B into Title 11
- Reference the Federal Manual for Wetland Delineation

More In-Depth Recommendations from the Periodic Update Process

Several of the recommended updates from the periodic review, are ones that may require additional research and discussion to fully develop. These items will move forward during the early part of 2017 and are listed below:

- Watershed approach to mitigation planning
- Reduction of the standard buffer width when requesting buffer averaging
- Temporary impacts to wetlands

Agriculture as it Relates to Critical Areas

Planning staff have enlisted assistance from the consulting group ESA to perform research with regards to how other counties in Washington balance agricultural activities and critical areas protections. ESA is in the process of creating a memo which will evaluate and compare the approaches from, Snohomish, King, Whatcom, Clallam, and Pierce counties. Clallam County is currently in the process of addressing an appeal to their critical areas regulations and the decision that results from that process may be important for Island County to follow. This

conversation is one that will require a significant amount of research and time and therefore will be brought forward during the early part of 2017.

Proposed Changes to the Surface Water Quality Monitoring Program

The Island County Department of Natural Resources (DNR) has been working on updating their Surface Water Quality Monitoring Program (SWQMP). These updates are mainly cleanup and reorganization oriented, rather than substantive changes. Although the SWQMP is managed by DNR, the code section that pertains to the program currently resides in 17.02. Once the relevant content from 17.02 has been moved over into 17.02B, as a part of the combination process the proposed updates will be integrated (estimated the early part of 2017).

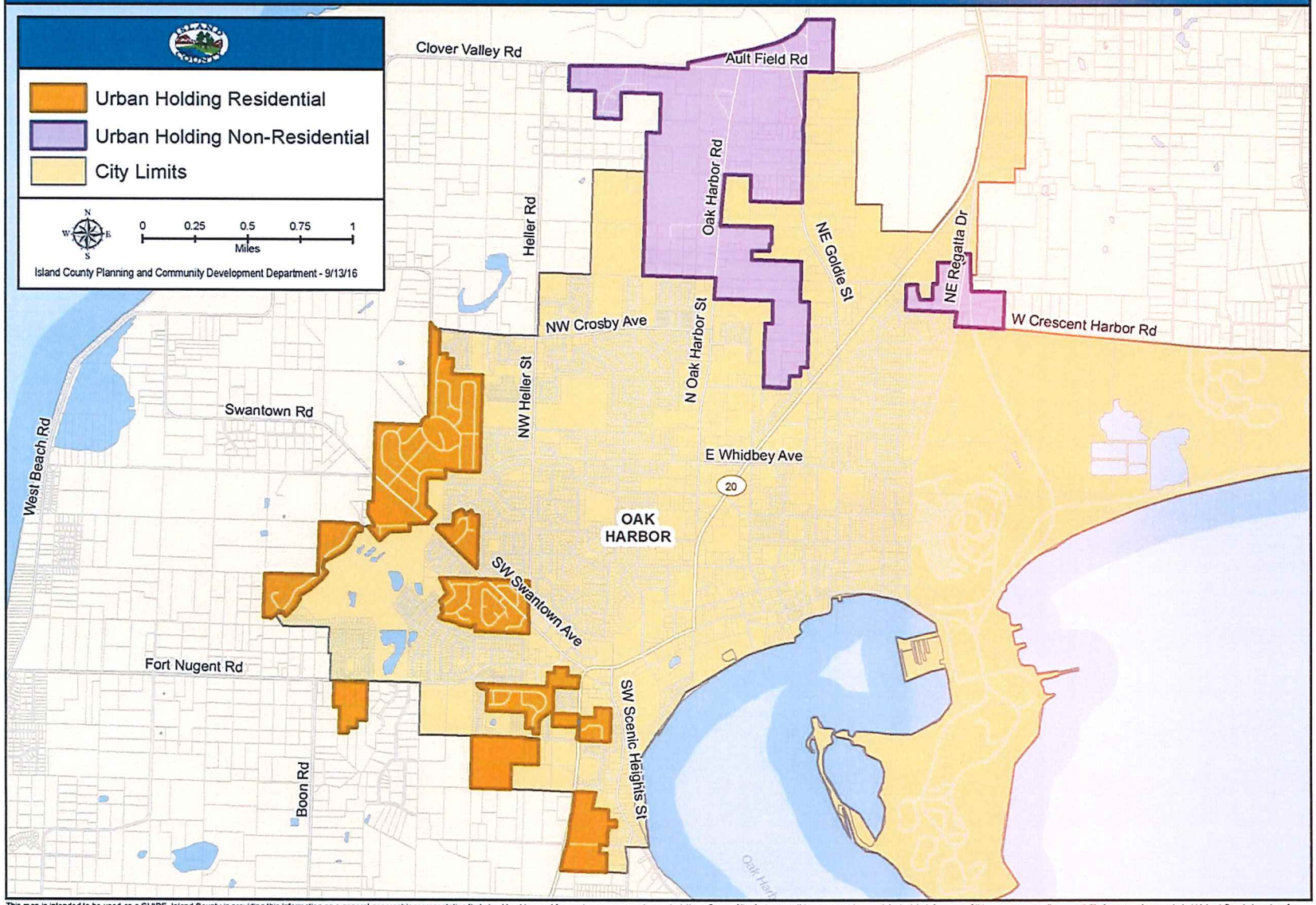
Urban Holding

Countywide Planning Policies (CWPP) 3.4.11 established an Urban Holding zone for those areas within an Urban Growth Area (UGA), but outside the incorporated area, and prohibits Urban Development in those areas until they are annexed. At the June 30, 2016, Joint Work Session, a recommendation to follow the Rural zoning code for those areas was discussed. This would be consistent with the CWPPs by not allowing Urban Development. City of Oak Harbor staff has expressed concerns with the anticipated development pattern that this zoning designation will permit, specifically the allowance of residential in areas planned for non-residential uses. They have suggested that allowing residential development in those portions of the UGA north of the city limits would create conflicts with future plans which call for a continuance of the existing light manufacturing/industrial development pattern. The current zoning (Industrial, Highway Service Commercial, Planned Business Park, and Planned Industrial Park) for those areas does not allow for residential development and they believe that shifting to the Rural zoning standard would constitute a major shift in land use.

As a compromise, staff is proposing for consideration the separation of the Urban Holding zones into two types: Urban Holding Residential & Urban Holding Non-Residential. Urban Holding Residential will follow the Rural zoning code and would be applied to the Langley UGA and the areas of unincorporated residential areas within Oak Harbor's UGA. Urban Holding Non-Residential, however, would follow the zoning code for the Light Manufacturing zone, which is an existing rural zone. This separation would 1) prohibit residential development consistent with the current zoning and Oak Harbor's future plans and 2) prohibit Urban Development in those areas until they are annexed. Both designations would be consistent with the CWPPs by not allowing Urban Development.

Urban Holding Zones - Oak Harbor

Island County Comprehensive Plan 2016



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Summary of Land Uses in the Existing Oak Harbor UGA Zones and Light Manufacturing

Below is a brief summary of the allowed uses in the existing Oak Harbor UGA zones as well as the Light Manufacturing zone (in tan).

	Zoning Districts									
	OH-I		OH-HSC		OH-PBP		OH-PIP		LM	
Use	P	C	P	C	P	C	P	C	P	C
Accessory Uses	I		I	II,III		II		II	I	
Assembly, manufacture, processing etc.	I					II		II		
Automobile and truck service stations			I	II, III				II		
Automobile sales & services			I	II, III						
Bedding, carpet and pillow manufacturing, cleaning and renovating	I									
Boat sales and boat repair			I	II, III				II		
Bottling & processing of non-alcoholic beverages	I									
Canning, processing and freezing of fruits and vegetables	I									
Cement / asphalt plants		III								
Cold storage plants	I									
Communication towers										II
Corporate, regional headquarters & administration offices						II		II		
Drive-in banks			I	II, III						
Electroplating		III								
Feed and see retail								II		
Food and drug processing	I									
Government services									I	
Gun club & shooting range								II		
Lumber yard & building supplies								II		
Machine, welding or metal shop excluding noise making equipment	I									
Major utilities & essential public facilities				III				II		II
Manufacture of non-durable goods		III								
Manufacturing , processing and packaging								II		
Manufacturing and assembly of light/small items from prepared materials	I					II				
Marijuana processor		II, III						II		II, III
Marijuana producer	I	II, III						II	I	II, III
Metal fabrication and boiler & tank work		III								
Minor utilities	I							II	I	
Mixing plants for concrete/paving material		III								
Nursery & Landscaping								II		
Off-site hazardous waste treatment / storage facility		III								
Overnight Lodging								II		
Oxygen manufacturing		III								
Plumbing shop								II		
Printing, publishing and book binding								II		
Private club or recreational building								II		
Produce stand		III								
Real estate sales; government services			I	II, III						
Restaurants			I	II, III						
Retail sales & services	I							II		
Scientific research, testing & experimental development laboratories						II		II		
Self storage warehouse			I	II, III						
Sign shop								II		
Storage, outdoor and mini-storage	I							II	I	
Temporary Uses								II		
Tire retreading		III								
Upholstery shop								II		
Vocational & technical schools								II		
Warehousing and distribution centers	I							II	I	
Water tanks									I	
Woodworking shop	I									

P - Permitted Use
C - Conditional Use
OH-I - Oak Harbor Industrial
OH-HSC - Oak Harbor Highway Service Center
OH-PBP - Oak Harbor Planned Business Park
OH-PIP - Oak Harbor Planned Industrial Park
LM - Light Manufacturing

Annual Docket Recommendations

Each county and city planning under RCW 36.70A.040 shall include in its development regulations a procedure for plan or development regulation amendments. The Growth Management Act directs the creation of a process and procedures for amendments, and establishes the annual docket process (WAC 365.196.610(3) and 365.196.640(6). The specific process and procedures are left to the County to determine, but the amendments shall be docketed and considered on at least an annual basis, consistent with the provisions of RCW 36.70A.130.

WAC 365-196-640(a) states:

> *All proposed amendments to the comprehensive plan must be considered by the governing body concurrently and may not be considered more frequently than once every year, so that the cumulative effect of various proposals can be ascertained. If a county or city's final legislative action is taken in a subsequent calendar year, it may still be considered part of the prior year's docket so long as the consideration of the amendments occurred within the prior year's comprehensive plan amendment process.*

Section 16.26 of the Island County Code addresses Comprehensive Plan/Development Regulation Review and Amendment Procedures. This section provides the schedule and procedures for amendments to the Comprehensive Plan in accordance with state law. The current ordinance provides for the following.

- General procedures for amending the Comprehensive Plan
- Procedures for submission of items to be placed on the annual docket
- Items eligible for review and placement on the annual docket
- Procedures and timelines for approving and implementing the annual docket

ICC 16.26 identifies the following process:

February 1st	Applications by individuals due
March 1st	List of all amendments (individual, board, commission or staff requests) presented to the Board & Planning Commission
April 1st	Board review of Docket to determine the request outcomes (reject, annual, or periodic update)
May 1st	Planning Director report to the Planning Commission by on each request on annual docket
July 1st	Planning Commission public hearing on annual amendments and recommendation to the Board

This timeline is somewhat problematic as it does not take into consideration the budgeting timeline and effective implementation (allowing for a complete review and enhanced public engagement process for complicated topics). Once adopted, the work plan items are implemented during the same calendar year, creating an abbreviated period for full development and adoption. Additionally, the adoption of the final work plan does not permit

timely adjustments to the budget that might be necessary to accommodate resource demands created by individual work plan items.

Staff is proposing the following changes to Chapter 16.26:

July 1st	Applications by individuals due
August 1st	List of all amendments (individual, board, commission or staff requests) presented to the Board & Planning Commission
November 30th	Board review of Docket to determine the request outcomes (reject, annual, or periodic update)
February 1st	Planning Director report to the Planning Commission by on each request on annual docket
	Planning Commission action can take place throughout the year, but Board Action required no later than November 30th

Under this proposed change the annual docket can be better coordinated with the budget process and will allow a full year of time for completion of those items listed in the work plan, and also allow for the new work plan process which may require multi-year processes. Additional proposed changes are as follows:

- Adding in a mechanism for consideration/folding in the work plan items;
- Additional proposed criteria for evaluation of work plan proposals as stipulated in the Comprehensive Plan;
- Elimination of language binding Island County to review specific sections of the development code for potential inclusion into the periodic review cycle. Staff proposes that this language, not required by the Growth Management Act, be stricken to allow greater flexibility in that review process; and
- Removing language referring to an eight-year cycle (and one reference to a seven-year cycle) and simply using periodic review (also adding
- Adding language to clarify that this code is also applicable to subarea plan amendments.

Draft code changes will be provided for your review and consideration at a later meeting.

Potential Restructuring of Future Land Use Categorization

Planning staff recently identified an issue around the process for rezoning properties and the proposed changes to the annual docket timing. The Island County zoning code is tied to the Comprehensive Plan land use designations using a one-to-one relationship (i.e., the Rural land use designation in the Comprehensive Plan is the same as the Rural zoning district). Anytime a zone is changed, it requires an update in the land use map in the Comprehensive Plan. The Department of Commerce has asserted that a Comprehensive Plan amendment needs to be done anytime the text or maps are changed in the plan. **This means that currently, zoning changes need to be a Comprehensive Plan amendment, and must therefore be placed on the annual docket, and can only be accomplished no more frequently than once a year** per RCW 36.70A.130(2). This may be a burden for property owners, both in the cost of a Comprehensive Plan amendment and the amount of time that would be required for that amendment.

Staff is proposing for consideration the consolidation of compatible/comparable zones into one land use designation. This would allow any zoning changes within that one land use designation to be done separately from a Comprehensive Plan amendment.

Staff has consolidated the existing zoning categories into general land use designations that seem most appropriate for Island County (a list of the proposed consolidations is below). Moving between zones within the same land use designation would ***not*** require a Comprehensive Plan amendment. Further discussion is needed to determine at which permit level these decisions should be made. Changing between land use designations would still require a Comprehensive Plan amendment.

This proposal would not require any major changes to the zoning code as it is now. The only changes to the Comprehensive Plan that would be required would be an update to the land use map and some simple text changes to the land use designation section. Although this would not require a large amount of staff work, it is a substantive change in the structure of the land use and the relationship with the zoning code, and therefore the Department of Commerce will need to be notified; however, it will not restart the 60-day review period.

Zone Associated With Each Proposed Land Use Designation

Below is each proposed land use designation (in bold) with each of its associated zones listed below (inside the box). Any zoning change *between* boxes (land use designations) would require a Comprehensive Plan amendment, but zoning changes *within* each box would not.

Natural Resources, Parks & Rural Areas

Rural	Commercial Mining[1]
Rural Forest	Commercial Forest[1]
Rural Agriculture	Commercial Agriculture
Parks	

Residential RAID

Rural Residential

Commercial RAID

Rural Center	Camano Gateway Village
Rural Village	
Rural Service	

Aviation

Airport

Light Manufacturing

Light Manufacturing

Special Review District

Special Review District

Unincorporated Municipal UGA

Urban Holding

Water Area

Water

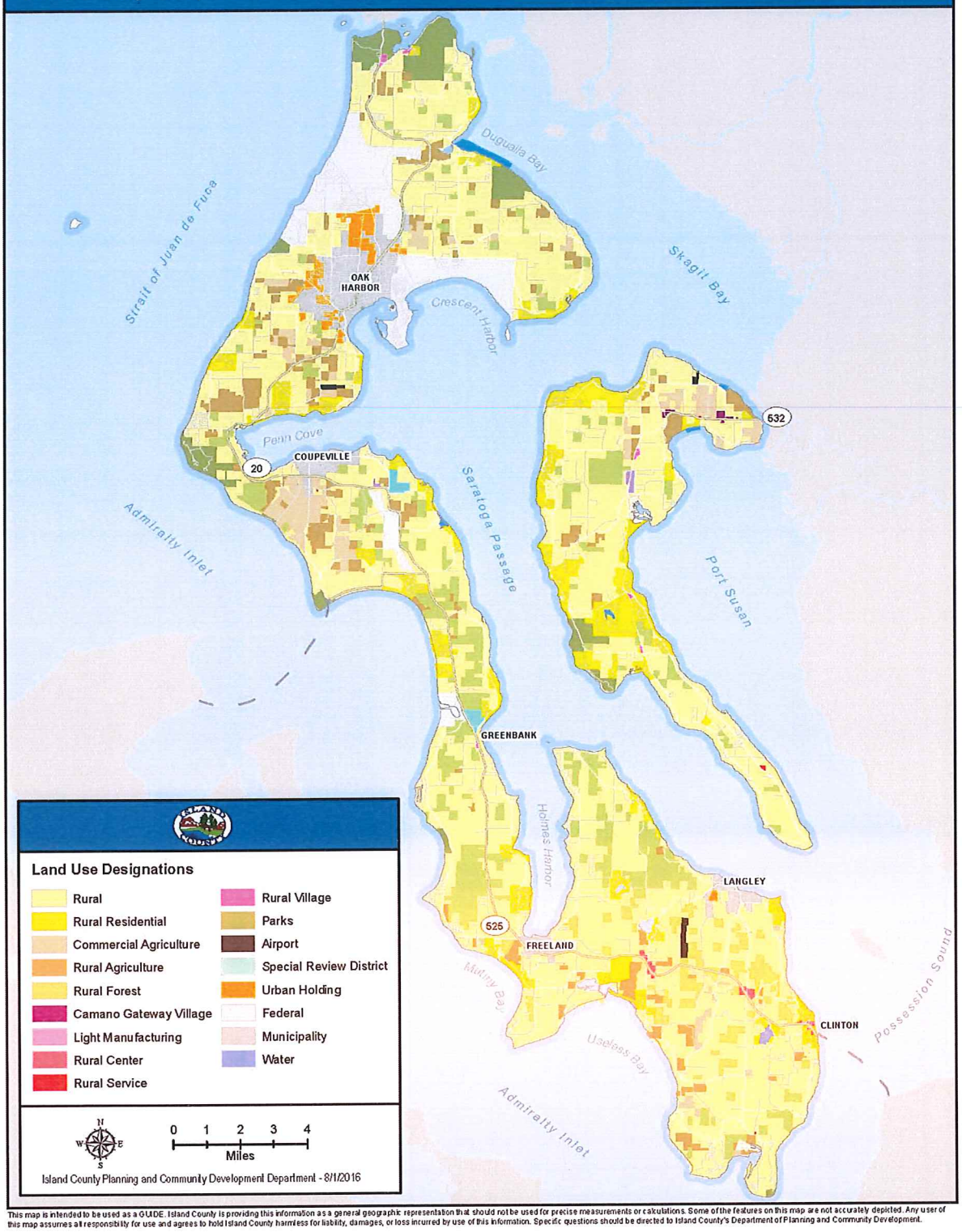
Urban Area[2]

Federal

1. *Zones do not currently exist, but could in the future.*
2. *Includes those areas which are designated under separate documents. This includes Langley, Oak Harbor, and Coupeville's Comprehensive Plans, as well as the Freeland Subarea Plan.*

Future Land Use Map - Existing

Island County Comprehensive Plan 2016



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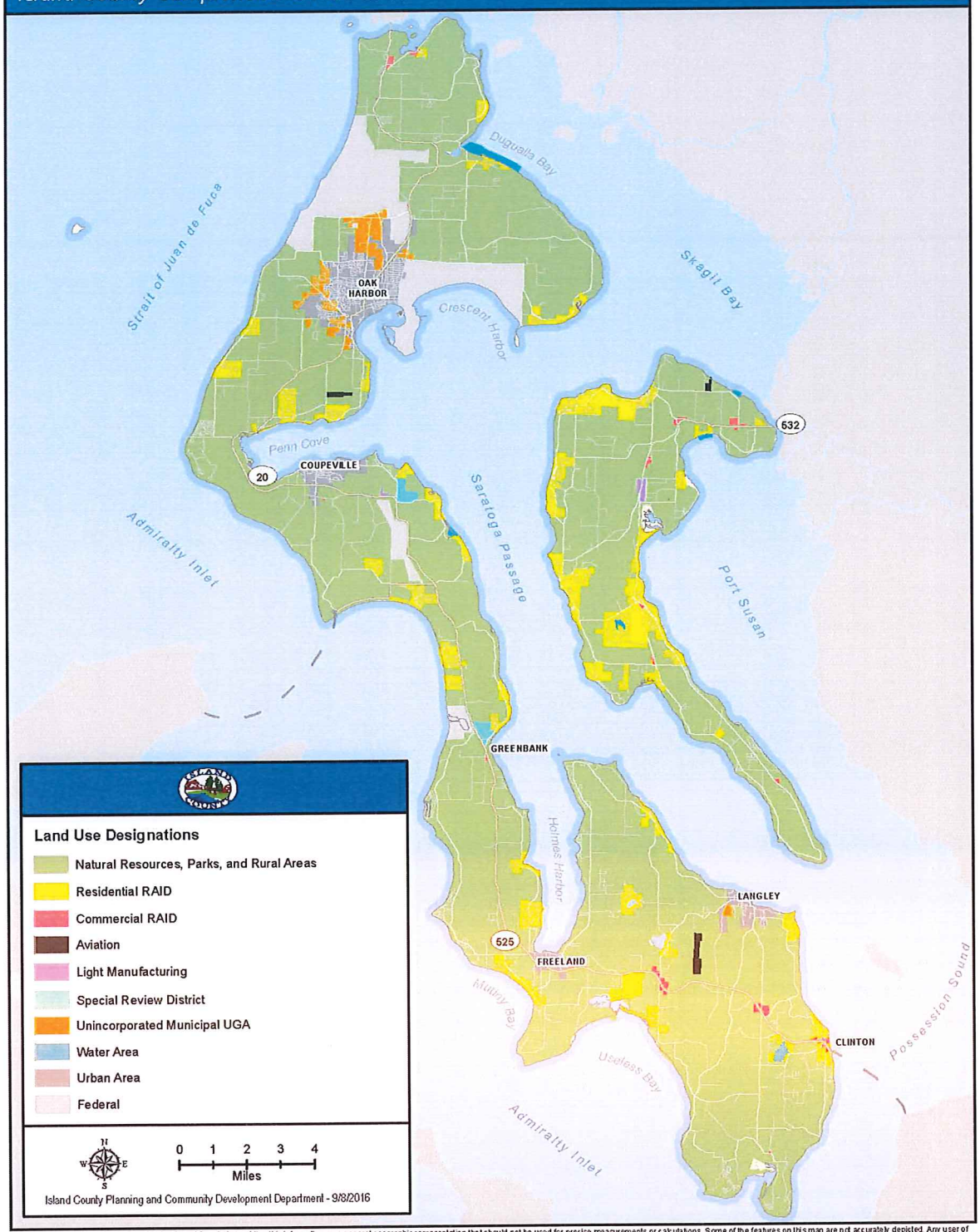
Future Land Use Map - Proposed

Island County Comprehensive Plan 2016



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ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT

COMMISSIONERS AGENDA

Current Use Planning & Community Development

- Work Session -

September 21, 2016

Subject/Description: Grant agreement extension with WA Fish & Wildlife for purchase of Pictometry/Geocortex software.

Attachment: none

Action Requested:

Follow up:

ISLAND COUNTY PUBLIC HEALTH

MEMORANDUM

TO: **Richard M. Hannold, Chair**
Board of County Commissioners

FROM: **Keith Higman, Health Services Director**
Public Health

SUBJECT: **Public Health Work Session – September 21, 2016**
Note: The first Public Health Work Session of the month is designated for informal discussion of any Board of Health matters.

Administration:

1. *Subject/Description:* Request for Competitive Solicitation Waiver for medical consultation services provided by Christopher Spitters, MD for the Tuberculosis program.
   Attachment: Competitive Solicitation Waiver Request
   Action Requested: Approval to move waiver to consent agenda.

Assessment & Healthy Communities:

1. *Subject/Description:* None.
   Attachment:
   Action Requested:

Community & Family Health:

1. *Subject/Description:* Christopher Spitters MD; Medical Services Consultant Agreement; Jan. 1, 2017 – Dec. 31, 2017; Amount not to exceed: $12,500/ $170 per hour
   Attachment: HD-11-2016
   Action Requested: Approval to move contract to consent agenda following risk and legal reviews.

Environmental Health:

1. *Subject/Description:* Regional On-site Sewage Loan Program Memorandum of Understanding (MOU); WA Department of Health/WA Department of Ecology and
   Attachment: Memorandum of Understanding
   Action Requested: Approval to move MOU to consent agenda. The Risk review is complete.

Natural Resources:

1. *Subject/Description:* Creation of the Salmon Recovery Technical & Citizen Committee. This committee will replace the current Salmon Technical Advisory Group and will have the responsibilities of the lead entity citizen committee, formerly assigned to the Water Resources Advisory Committee.
   Attachment: Draft Resolution C - - 16 and Draft Exhibit A
   Action Requested: Approval to move Resolution to consent agenda.

ISLAND COUNTY PUBLIC HEALTH

Administration
PO Box 5000
Coupeville, WA 98239
P: 360.679.7350 F: 360.679.7390

September 21, 2016

TO: **Island County Commissioners**

FROM: **Keith Higman, Health Services Director**

RE: **Request for Competitive Solicitation Waiver for the Medical Consultation Services of Christopher Spitters, MD; Tuberculosis Program**

Washington Revised Code (RCW) 70.28.005 acknowledges that tuberculosis (TB) has been and continues to be a threat to the public's health in the state of Washington. In response to that recognition, RCW 70.28.031 describes Health Officer's powers and duties to "use every available means to ascertain the existence of and immediately to investigate all reported or suspected cases [of Tuberculosis]...." Dr. Christopher Spitters has been contracted by Island County since 2001 to review clinical information and chest radiographs of patients undergoing screening, diagnosis, or follow-up through or under the jurisdiction of Island County Public Health. Additionally, he provides ad hoc medical consultation to our public health nurses on treatment management plans for Island County TB patients.

Dr. Christopher Spitters has an MD from Stanford University, a MPH from Johns Hopkins University and sits on the faculty of the Department of Epidemiology of the University of Washington, School of Public Health with expertise in Tuberculosis and communicable disease control. Dr. Spitters is willing to maintain his availability to our staff for a minimum of $500 per quarter and is then compensated at $170 per hour. He maintains his own medical malpractice insurance to cover damages resulting from his performance of activities in his contract with Island County.

Dr. Christopher Spitters is an integral part of Island County Public Health's TB program and because of his dedication to the control of communicable disease he continues to offer his extensive expertise to Island County at a rate far below market rates. It would be very disadvantageous to our TB program to lose Dr. Spitters' services.

We request an exception from competitive solicitation procurement for the TB Medical Service Agreement for the 2017 contract period (Jan 1, 2017 through December 31, 2017) as required by Island County Code 2.29.30.B.12.

Thank you.

APPROVED

_____

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

LIMITED MEDICAL SERVICE
CONSULTANT AGREEMENT

Contract No. HD-11-2016

Island County Public Health, herein referred to as "ICPH", and Christopher Spitters, MD, herein referred to as the "CONTRACTOR", agree as follows:

I. SERVICE PERIOD

CONTRACTOR shall provide the below described services from January 1, 2017 through December 31, 2017.

II. SCOPE OF WORK

A. Review clinical information and chest radiographs of patients undergoing screening, diagnosis, or follow-up through or under the jurisdiction of ICPH, providing diagnostic classification and submitting physician orders or prescriptions for treatment, monitoring, follow-up, referral or dismissal, as appropriate.

B. Provide ad hoc consultation to public health nurses carrying out management plans for ICPH TB patients.

C. Correspond with and respond to requests for consultation from community-based health care providers on patient management and other medical issues related to tuberculosis screening, diagnosis, and treatment.

D. Correspond as necessary with primary care providers of patients under treatment for TB in ICPH's jurisdiction, including preparation of written completion of treatment summaries for all cases of active disease.

E. Upon request, provide technical consultation to the ICPH TB Control Program in planning, design, implementation and evaluation of program activities.

F. Review and revise ICPH TB screening, diagnosis, and treatment protocols and recommendations as indicated to maintain consistency with applicable guidelines or standards of practice.

III. ACCESS AND AVAILABILITY

A. CONTRACTOR will generally remain continuously available to ICPH by land and cellular telephone, pager, voice mail, email, and facsimile. Initial response times will be as follows: telephone, pager, voice mail within two hours; email and facsimile within 48 hours. At that time CONTRACTOR will review, triage, and prioritize the work in consultation with ICPH staff and develop a timeline for definitive response or completion of the work request.

B. With at least 48 hours' notice, CONTRACTOR will notify the Administrator and key program staff when he will not be available as set forth in section III.A above.

C. CONTRACTOR may subcontract or otherwise arrange for contingency coverage for public health medical services with an entity acceptable to ICPH for situations when he will be unavailable for extended periods.

D. ICPH will ensure that radiographs and medical records are promptly forwarded (e.g., within one week of performance of radiograph) to CONTRACTOR at his business address. When more urgent consultation is needed, telephone communication from ICPH will initiate the request for work.

E. CONTRACTOR will generally review the clinical information, make an assessment, set forth recommendations, and ensure delivery back to ICPH within one week of receipt of materials. When more urgent communication of recommendations is merited, CONTRACTOR will make such recommendations via telephone.

IV. COMPENSATION

A. ICPH shall provide CONTRACTOR with compensation of $170 per hour spent providing consultation.

B. CONTRACTOR may bill in quarter-hour (i.e., 15-minute minimum) time increments.

C. ICPH will provide CONTRACTOR with a minimum quarterly compensation of $500.

D. The maximum amount payable to CONTRACTOR under this agreement is $12,500.

V. GENERAL PROVISIONS

A. This contract calls for performance of services of CONTRACTOR as an independent CONTRACTOR and CONTRACTOR will not be considered an employee of Island County government for any purposes.

B. CONTRACTOR shall assume all reasonably anticipated costs associated with the fulfillment of his obligation under this agreement, including but not necessarily limited to professional liability coverage, transportation, medical licensure, continuing education, professional dues, office supplies and equipment, and maintenance and operation of telecommunication devices and services necessary to meet the requirements of Section III.A.

C. As an independent CONTRACTOR, it is understood that neither Island County nor the Island County Health Department is responsible for payroll deductions such as income tax, social security, etc., and the CONTRACTOR must make arrangements according to Internal Revenue Service directives, for the payment of such tax as may apply.

D. The CONTRACTOR shall not discriminate against any person presenting themselves for service because of race, religion, color, sex, sexual orientation, age, national origin, creed, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability in the administration or delivery of services or benefits, under this contract.

VI. REPORTING

A. By the 15th day following the end of each quarter, CONTRACTOR shall provide ICPH a report on the previous calendar quarter's activity, according to the form attached herein (Exhibit A). An invoice shall be submitted along with this report.

B. ICPH shall provide CONTRACTOR with payment of invoiced services within 10 days of receipt of report/invoice.

VII. INSURANCE/LIABILITY

A. The CONTRACTOR shall maintain, during the life of this contract, General Liability in the amount of $500,000 - $2,000,000 per occurrence and Aggregate to protect the CONTRACTOR from claims for damage for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall provide the County with proof of medical malpractice insurance to cover damages resulting from his performance of activities in this contract. The professional liability shall be $1,000,000 per incident and $5,000,000 aggregate, and shall be primary, and not contributory, with any other insurance maintained by the County.

C. Each party shall be responsible for its own liability arising from its respective acts or omissions occurring in the course of performing this agreement. Neither party agrees to assume any liability for the other or defend the other party against any claims against the other party or the liability of third parties arising from the other party's performance of this agreement. Instead, all rights to indemnity and contribution between the parties to this agreement shall be provided by the laws of the State of Washington.

VIII. HIPAA

Standard HIPAA Business Associate Agreement attached as Exhibit B.

IX. TERMINATION

Either party may terminate this agreement with three (3) months prior written notice.

X. MODIFICATION

This agreement may be amended by mutual agreement expressed in writing and signed by both parties.

This agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

FOR THE CONTRACTOR:

_____

Christopher Spitters, MD Date

FOR ISLAND COUNTY, WASHINGTON

_____

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

FOR ISLAND COUNTY BOARD OF HEALTH

_____

Jill Johnson, Chair Date
Island County Board of Health

Exhibit A
Island County Health Department
TB Medical Consultant Report

Date	Service/Activity Description	Program	HR	Fee ($)
TOTAL				

Christopher Spitters, M.D.

EXHIBIT B

ISLAND COUNTY PUBLIC HEALTH DEPARTMENT
STANDARD HIPAA BUSINESS ASSOCIATE AGREEMENT

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Christopher Spitters, M.D.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Island County Public Health Department.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted in any Electronic Media form in conformity with the Security Rule. Business Associate agrees to ensure that its agents and subcontractors to whom it provides such electronic PHI meet the same standard.

(d) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(f) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(g) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(h) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(i) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(j) Make its internal practices, books, and records relating to the use, disclosure and security measures of protected health information available to the Covered Entity or to the Secretary for purposes of determining compliance with the HIPAA Rules.

(k) Provide to Covered Entity or an Individual within 60 days of the receipt of a request, information collected in accordance with subsection (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Limited Medical Service Consultant Agreement No. HD-11-2016, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business associate may provide data aggregation services relating to the health care operations of the covered entity as permitted by 42 CFR Part 164.504(e)(2)(i)(B).

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity, except if the business associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the business associate.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the date of the contract and terminate at the end of the contract period or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the underlying Agreement for services between the Covered Entity and Business Associate if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2. Immediately terminate this Agreement and the underlying Agreement for services between the Covered Entity and Business Associate if Business Associate has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to covered entity the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

MEMORANDUM OF UNDERSTANDING
REGIONAL ON-SITE SEWAGE SYSTEM LOAN PROGRAM

This agreement is made and entered into between Kitsap Public Health District, Whatcom County Health Department, King County Health Department, Thurston County Public Health, Mason County Public Health, and Tacoma-Pierce County Health Department (collectively "Local Health Jurisdictions" or "LHJs"); Snohomish County, Clallam County, Grays Harbor County, and Pacific County (collectively "Counties"); Washington State Department of Health (Health); and Washington State Department of Ecology (Ecology) for the purpose of providing a program to offer loan assistance to citizens of the participating local jurisdictions to address failing or malfunctioning on-site sewage systems to protect public health and water quality. Collectively, the parties are referred to as "Partners." It is entered into solely for the mutual benefit of the parties to this agreement. This agreement is not entered into with the intent that it shall benefit any other person and no other such person shall be entitled to be treated as a third-party beneficiary of this agreement.

WHEREAS, Ecology has awarded grant and loan funds for the Regional Loan Program ("RLP") beginning with the Water Quality Program FY2016 Combined Funding Cycle (see State Fiscal Year 2015 Final Water Quality Funding Offer List and Intended Use Plan), and

WHEREAS, the grant/loan application submitted to Ecology by the LHJs and the Counties calls for a state agency to administer the RLP, and

WHEREAS, Ecology will be the lead administrative state agency and Health will provide accompanying coordination and technical support, and

WHEREAS, on-site sewage system (OSS) owners need affordable financial options to repair and replace their systems or convert to sewer to ensure effective sewage treatment to help protect water quality and public health, and

WHEREAS, LHJs have responsibility for addressing failing OSS to protect ground water, surface water, and the public's health in their respective counties, and

WHEREAS, approximately one third of the state's households are served by decentralized (on-site) wastewater infrastructure and this vast and aging infrastructure needs ongoing care and investment.

NOW, THEREFORE, in consideration of the mutual promises herein, the Partners agree as follows:

This MOU may be reviewed and amended at the request of any of the Partners. An amended agreement would require approval by all participating jurisdictions. Any of the LHJs or the Counties may withdraw from this AGREEMENT provided written notice is provided to each of the other Partners thirty (30) days prior to withdrawing from this AGREEMENT.

The remaining Washington State marine counties (San Juan, Skagit, Island, and Jefferson) or their local health jurisdictions are eligible to participate in this MOU. Any of these Counties or LHJs may opt into the RLP on an annual basis by providing written notice to the Partners, receiving written approval from the Partners in keeping with procedures in the program guidelines, and by securing local approval of the MOU.

The Partners agree to collaborate on the RLP as specified in the Roles and Responsibilities attached and incorporated as Appendix A to this MOU.

Ecology will conduct a procurement process to contract with one or more Financial Institution Partners (FIP) to provide competitive loan rates and flexible terms to property owners to finance OSS repairs, replacements, or conversion to sewer to protect water quality and public health. Financial responsibility for repayment to Ecology of any State Revolving Fund disbursements under the RLP will belong to the FIP. The Partners will provide property owner referrals to the FIP.

The Partners will collaborate to develop program guidelines prior to Ecology issuing the RFP and contracting with the FIP. The guidelines will define program structure and service delivery during implementation of the RLP. The roles and responsibilities described in this MOU will coincide with the period of operation of the RLP as spelled out in the contract between Ecology and FIP. The Partners intend to administer and continue this RLP as long as sufficient loan and grant funds are available to recapitalize and effectively sustain it.

The LHJs will fulfill their responsibilities for septic system permitting and technical assistance as required by chapter 246-272A WAC, including review of septic design repair applications, approving complete applications, completing final inspections, approving record drawings, and notifying FIP upon request that the project is completed so payment is authorized to contractors for completed work.

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. Each party shall fully indemnify and hold harmless the other parties against all claims arising out of the indemnifying party's own negligent acts or omissions in performance of this agreement.

This MOU may be executed by facsimile or electronic mail in any number of current parts and signature pages hereof with the same effect as if all Members had all signed the same document. All executed current parts shall be construed together, and shall, together with the text of this MOU, constitute one and the same instrument.

Richard M. Hannold Date	Jill Johnson Date
Chair, Board of County Commissioners	Chair, Board of Health
Island County, Washington	Island County, Washington

APPENDIX A
Regional Loan Program
Roles and Responsibilities

Financial Institution Partner	**LHJs or Counties**
Duties: • Receive customer loan application, and provide all required loan processing as set forth in the contract with Ecology. • Provide marketing to promote the Regional Loan Program as outlined in the contract with Ecology. • Accept financial responsibility for all loans made through the RLP. • Comply with state and federal lending requirements.	Duties: • LHJs and Counties: provide referrals to FIP. • LHJs and Counties: distribute marketing materials as needed to owners of failing septic systems. • LJHs: fulfill requirements under WAC 246-272A regarding septic design review, septic installation, and final approval. • LHJs: complete final inspection on septic, and notify the FIP upon request. • LHJs and Counties: Work with Ecology to develop or modify the Program Guidelines.

Washington Department of Health	**Washington Department of Ecology**
Duties: • Assist with coordination, and technical support, which may include meetings of the oversight structure, consideration of expanded geographic coverage, and future applications for RLP grant and loan funding.	Duties: • Work with the Regional Loan Partners as necessary to develop or modify the Program Guidelines. • Conduct a procurement process for a lender or lenders to provide loans under the RLP consistent with the Program Guidelines. • Maintain communication with the Regional Loan Partners.

Exhibit "A"

OPERATIONS AND PROCEDURES OF THE WRIA 6 SALMON RECOVERY TECHNICAL AND CITIZENS COMMITTEE

Membership:

There shall be a total of 19 voting members of the Island County Salmon Recovery Technical and Citizens Committee (SRTCC). The SRTCC may petition the Island County Board of Commissioners to adjust the organization or group types, and number of seats, to ensure adequate representation to align with the lead entity citizen committee composition as defined in Washington State statute (RCW 77.85.050) and to achieve the work plan of the SRTCC. The SRTCC shall elect a Chairperson, a Co-Chairperson and such other officers and committee heads as needed. Members shall represent one of the organizations or group types listed under Membership Guidelines. The list of organization and group types, and number of voting seats for each, shall be approved by the Island County Board of Commissioners.

Any number of non-voting technical experts external to the SRTCC may be consulted when the services of a technical advisor, or technical group, is necessary. The lead entity coordinator or designee shall be responsible for engaging the assistance of technical experts. The technical experts engaged shall have appropriate expertise in the field specific to the issue for which technical advice is being sought.

Membership of the SRTCC shall be unpaid.

Purposes and Responsibilities:

The purpose of the SRTCC shall be to provide a citizen based and scientifically defendable evaluation of the projects proposed to promote salmon habitat. When directed by the lead entity coordinator, the SRTCC shall produce a ranked list of projects for funding based on the priorities established in the Island County chapter of the Puget Sound Chinook Recovery Plan.

The SRTCC shall be responsible for adaptively managing and approving revisions to the Island County chapter of the Puget Sound Chinook Recovery Plan.

The SRTCC may be requested to review, provide recommendations on, or approve policy developed by the Puget Sound Salmon Recovery Region. Communications between the Region and the SRTCC shall be facilitated by the lead entity coordinator.

The SRTCC shall provide updates to the Board of Island County Commissioners upon request.

SRTCC members are encouraged to make themselves available for training opportunities created locally as well as by the Puget Sound Salmon Recovery Region. Such training shall focus on the issues affecting regional and state salmon recovery, the role of the lead entity, research relevant to salmon recovery, state and federal agency roles in the protection and management of listed

and non-listed species and associated habitats, and other topics deemed important by the SRTCC and the lead entity.

Membership Guidelines:

Members shall represent one of the groups listed below. The Board shall approve the number of voting seats for each group. The group shall designate their representative(s). Alternate members may be selected by the group they are representing. Where no approval structure exists, the lead entity coordinator may solicit individual volunteers representative of the group. The SRTCC shall include:

- Three (3) citizen members who are Island County residents and are interested in representing their communities' points of view with regards to fish resources and impacts. Efforts will be made to include one member from each of the County's distinct geographic areas,
- Four (4) members who are Island County residents and representatives of a group whose mission is in local natural resource sustainability through education, recreation and habitat protection or restoration,
- Two (2) members representing local business that are or would be affected by decisions made with regards to salmonid habitat resources interests,
- One (1) member representing local Conservation Districts,
- One (1) member representing Regional Fish Enhancement Groups,
- Two (2) members representing Island County from the Department of Public Works, Natural Resources or Planning and Community Development,
- One (1) representative from the Island County Council of Governments,
- Two (2) members representing State or Federal Governmental agencies, and
- One (1) representative each from the Swinomish Indian Tribal Community, Tulalip Tribes and the Stillaguamish Tribe of Indians.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHMENT OF THE ISLAND COUNTY SALMON RECOVERY TECHNICAL AND CITIZENS COMMITTEE)	RESOLUTION NO. C- -16

WHEREAS, Island County was designated as lead entity for purposes related to Salmon Recovery Planning Act (RCW 77.85/ESHB 2496) (C-70-99); and

WHEREAS, Island County has entered into a contract with the Department of Fish and Wildlife for Salmon Recovery under the Salmon Recovery Act ESHB 2496 which also requires the establishment of a citizen member advisory committee; and

WHEREAS, the Board of Island County Commissioners established the Water Resource Advisory Committee (C-50-99, R-25-99) for the implementation of the Watershed Action Plan under WAC 400-12; and

WHEREAS, the Board of Island County Commissioners originally designated the WRAC to fulfill responsibilities of the Salmon Recovery citizen member advisory committee (C-89-00); and

WHEREAS, the update to the 2005 WRIA 6 Multi-Species Salmon Recovery Plan (C-54-05/R-23-05) provides the opportunity to adaptively manage the lead entity's process for plan implementation; and

WHEREAS, the Salmon Technical Advisory Group and WRAC approved separation of the lead entity responsibilities from the WRAC and assignment of said responsibilities to a citizen member advisory committee focused on lead entity roles and responsibilities as detailed in RCW 77.85.050; and

WHEREAS, the Board of Island County Commissioners agreed to separate the lead entity responsibilities from the WRAC to allow the WRAC to focus on watershed planning;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Island County Commissioners that the Island County Salmon Recovery Technical and Citizens Committee shall be convened as the salmon citizen member advisory committee, consistent with "Exhibit A", to

provide a citizen-based evaluation of the projects proposed to promote salmon habitat, produce a ranked project list based on priorities and strategies identified within the Island County chapter in the Puget Sound Recovery Plan and to adaptively manage said plan.

FURTHERMORE, members of the public-at-large are encouraged to attend and participate in committee deliberations.

DATED this _____ day of _____, 2016.

Board of Island County Commissioners
Island County, Washington

_____
Richard M. Hannold, Chair

_____
Helen Price Johnson, Member

_____
Jill Johnson, Member

ATTEST:

_____
Debbie Thompson
Clerk of the Board

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: SEPTEMBER 1, 2016

SUBJ: **WORK SESSION AGENDA-** SEPTEMBER 21, 2016

1. **SUBJECT:** Interagency Agreement IAA17423 WA St. Administrative Office of the Courts and Island County Juvenile Court - Becca programs

   RM: RM-JUV-2016-290 **TERM:** 7/1/2016 to 6/30/2017 **AMOUNT:** $108,438.00

   DESCRIPTION: Funding for BECCA programs for processing petitions for Truancy, At-Risk Youth and Children in Need of Services

   ATTACHMENT: CONTRACT

   ACTION REQUESTED: ☒ **APPROVE** ☐ **REVIEW** ☐ **OTHER**

2. **SUBJECT:** Interagency Agreement IAA17470 WA St. Administrative Office of the Courts and Island County Juvenile Court - CASA program

   RM: **TERM:** 7/1/2016 to 6/30/2017 **AMOUNT:** $43,527.00

   DESCRIPTION: Funding for CASA program - children served in dependency matters

   ATTACHMENT: AGREEMENT

   ACTION REQUESTED: ☒ **APPROVE** ☐ **REVIEW** ☐ **OTHER**

3. **SUBJECT:** Law Library

   RM: **TERM:** **AMOUNT:**

   DESCRIPTION: Discussion: Tom Karras payout & 2017 budget

   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.

INTERAGENCY AGREEMENT IAA17423
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
ISLAND COUNTY JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES

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

PURPOSE

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

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

STATEMENT OF WORK

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

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide both the number of petitions and the actual cost of processing such petitions, broken down as follows:

a. CHINS petitions;
b. ARY petitions; and,
c. Truancy petitions.

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

Reporting schedule:

Period	Report Due
07/01/16 - 12/31/16	01/31/17
01/01/17 - 06/30/17	07/31/17

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

If you have questions, please contact the AOC Program Manager Yvonne Pettus at Yvonne.pettus@courts.wa.gov or (360) 705-5229

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of

performance under this Agreement is July 1, 2016 regardless of the date of execution and it shall end on June 30, 2017, except for any remaining obligations of the Contractor as may exist.

COMPENSATION

a. Contractor shall be reimbursed a maximum of $108,438.00 for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this agreement.
b. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing of CHINS, ARY and Truancy petitions. Contractor shall use Exhibit A BECCA Cost Guidelines (attached and incorporated into this agreement) as a guide for determining what costs should be reimbursed.
c. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice and Becca Monthly Detail Report (see Exhibit B attached and incorporated into this agreement) is received and approved by AOC.
d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
e. Contractor shall submit invoices to AOC monthly.
f. Payment will be made by the AOC upon receipt of a properly-completed invoice detailing reimbursable expenses. Invoices are to be sent to Financial Services, Administrative Office of the Courts, P.O. Box 41172, Olympia, WA 98504-1172. AOC will remit payment to the Contractor in a total amount not to exceed the value of this contract.
g. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
h. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.
i. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among county Becca programs. If it appears Contractor may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

OTHER PROVISIONS FOR SERVICES

a. **Background Check/Criminal History**
In accordance with Chapters 388-700 WAC, 7205 RCW, and 43.20A RCW, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.

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

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

Contractor shall affirmatively acknowledge that it has met these requirements and submit that acknowledgement to AOC. Contractor shall also document the background check/criminal history clearance process it employs.

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

RECORDS MAINTENANCE

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

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

RIGHTS IN DATA

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

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

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

parties. This clause does not apply to the provisions of the REVENUE SHARING section in this Agreement.

TERMINATION

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

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

DISPUTES

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

GOVERNANCE

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

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

a. Applicable state and federal statutes and rules;
b. Statement of work; and
c. Any other provisions of the Agreement including materials incorporated by reference.

ASSIGNMENT

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

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction

without terminating the contract as long as AOC gives notice of the budget reduction to the other party and the other party agrees to the amendment. The other party understands that refusing to agree to a budget reduction amendment will necessitate termination of this agreement.

COUNTERPARTS

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

CONTRACT MANAGEMENT

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

AOC Program Manager:	**Contractor Program Manager:**
Yvonne Pettus PO Box 41170 Olympia, WA 98504-1170 360 705-5229 Yvonne.pettus@courts.wa.gov	Andrew Somers, Juvenile Court Administrator 501 N Main, PO Box 5000 Coupeville, WA 98239-5000 360-678-7973 a.somers@co.island.wa.us

ENTIRE AGREEMENT

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

AGREED:

THE ADMINISTRATIVE OFFICE OF THE COURTS

Signature *Date*

Dirk Marler
Name

Director, Judicial Services Division
Title

ISLAND COUNTY JUVENILE COURT

Signature *Date*

Vickie I. Churchill
Name

Presiding Judge, Island County Superior Court
Title

Signature *Date*

Richard M. Hannold
Name

Chair, Board of Island County Commissioners
Title

EXHIBIT A
BECCA COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for Becca reimbursements. It also sets forth the required documentation needed to support a reimbursement request. This supporting documentation needs to be retained at the local level and should not be submitted to AOC.

B. GENERAL

Becca allowable costs are only those costs associated with "processing truancy, children in need of services, and at-risk youth petitions." See 2ESHB 1087 Section 113 2(a) and (b) (2011). Therefore, all Becca reimbursement requests must be directly related to the filing and processing of these petitions. Those costs unrelated to the cost of filing or processing petitions cannot be reimbursed under current legislation. This would include anything done in lieu of filing a petition such as informal adjudications and treatments.

The guidelines below take into consideration the financial needs of a court processing Becca cases and allows for reimbursement for expenses related to such processing. These guidelines also recognize the legislative restrictions placed on Becca reimbursements and attempts to identify those costs that cannot be reimbursed.

C. ROLES AND RESPONSIBILITIES

1. Court Project Manager

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

2. AOC Project Manager

- Acts as central contact with the court
- Oversees distribution of funds
- Approves invoices and submitted supporting documentation for Becca reimbursement
- Responds to cost and budget questions from the courts
- Reviews all reports required under the Becca agreement

3. **Management Services Director**

   - Resolves policy and procedural issues related to Becca funding

4. **AOC Comptroller**

   - Determines Becca annual fund allocation based on monies received from the legislature
   - Periodically audits Courts to ensure reimbursement requests are supported

5. **Contract Manager**

   - Drafts, reviews, and approves Becca agreements
   - Answers questions regarding compliance with the agreements
   - Provides advise on interpretation of agreement

6. **State Auditor**

   - Audits Courts and AOC for compliance with Becca

D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

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

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

internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file locally and available to AOC and State Auditor. The vendor invoices must also be on file locally.

2. **Professional Services**

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours and hourly rate or time and attendance cards must be kept locally. All work must be related to processing filed Becca cases and invoice must be approved by authorizing authority (i.e. county court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Defense Attorney – Invoice must identify the specific Becca cases for which reimbursement is requested, hours worked, and the hourly or flat rate that was charged. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Prosecutor - Invoice to include a breakdown of billable hours/rates working on filed Becca cases or invoice based on a per Becca petition cost to process along with rationale and explanation on how petition cost was determined. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. **Goods**

- Supplies
  - Actual Costs - Supplies should be necessary for Becca case processing and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
  - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the county court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must be on file locally.

4. **Equipment**

  - Actual Costs - Reimbursement request does not need to include the vendor invoice if directly related to the Becca program; however, it must be kept locally. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than $500 or where the service/maintenance period on the equipment is greater than one year

and could exceed $500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases.

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

5. **Training**

- Reimbursement only for the annual Becca Conference Training.

6. **Travel**

- Travel/Expense Vouchers from staff or volunteers for travel to and from the annual Becca Conference and services related to Becca case processing. Staff or volunteers must work for Becca programs and may include travel expense reimbursement for child, witness, parent or other interviews related to a case filed with the court to which volunteer or staff was assigned. All travel expenses must be within the travel costs permitted by the AOC at the time of travel. Supporting Documentation – Travel reimbursement requests must be kept locally for audit purposes.

7. **Detention**

- Verification of detention days ordered and days served. Rate for detention costs cannot be billed at a daily rate that is higher than that charged to other courts purchasing beds nor should they be higher than the "actual" daily detention costs. If billing occurs based on a daily rate, records of actual costs should be kept on file to substantiate daily rate. If a rate is used for billing, the rate calculation must be kept locally for audit purposes.

INTERAGENCY AGREEMENT IAA17470
BETWEEN
WASHINGTON THE STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
ISLAND COUNTY JUVENILE COURT
FOR THE
SUPPORT OF CASA PROGRAMS

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

IT IS THE PURPOSE OF THIS AGREEMENT for the COURT to increase the number of children served by court-appointed special advocates (CASAs) in dependency matters or to reduce the average caseload of volunteers to recommended CASA standards.

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

STATEMENT OF WORK

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

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

Reporting schedule:

Period	Report Due
07/01/16 - 12/31/16	01/31/17
01/01/17 - 06/30/17	07/31/17

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

If you have questions, please contact the AOC Program Manager Yvonne Pettus at Yvonne.pettus@courts.wa.gov or (360) 705-5229

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2016 regardless of the date of execution and it shall end on June 30, 2017, except for any remaining obligations of the Court as may exist or if terminated sooner as provided in this Agreement.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed $43,527. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement. The Court shall maintain sufficient backup documentation of direct costs under this Agreement. Costs will be reimbursed pursuant to CASA Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

BILLING PROCEDURE

The COURT shall submit monthly invoices on properly-completed Washington State form A-19 to:

AOC Financial Services
PO Box 41172
Olympia, Washington 98504-1172

Payment to the COURT for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of both properly-completed invoices and the detailed information outlined in the CASA Monthly Detail Report (see Exhibit B attached and incorporated into this agreement). Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among state funded CASA programs. If it appears the COURT may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

RECORDS MAINTENANCE

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

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, CASA Bi-Annual Reports will be distributed to Washington State CASA. Each party will

utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

BACKGROUND CHECKS

The **COURT** shall:

- Ensure a criminal background check has been completed for all employees, CASA Volunteers, and subcontractors who have access to children, prior to any access under this agreement;
- Based on the results from the criminal background check, determine each employee, CASA Volunteer, and subcontractor is suitable for access to children;
- Follow the AOC process, provided by the AOC Program Manager, for processing background checks.

The **AOC** will:

- Pay for CASA Volunteer criminal background checks.
- Provide CASA funding.

RIGHTS IN DATA

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

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

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

TERMINATION FOR CONVENIENCE

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

TERMINATION FOR CAUSE

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

DISPUTES

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

GOVERNANCE

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

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

a. Applicable state and federal statutes and rules;
b. Statement of work; and
c. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

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

WAIVER

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

SEVERABILITY

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

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the contract if all parties agree to the amendment.

COUNTERPARTS

Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a facsimile copy has been signed.

The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

ENTIRE AGREEMENT

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

CONTRACT MANAGEMENT

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

AOC Project Manager:	Contractor Contract Manager:
Yvonne Pettus Senior Court Program Analyst PO Box 41170 Olympia, WA 98504-1170 yvonne.pettus@courts.wa.gov 360 705-5229	Andrew Somers Juvenile Court Administrator 501 N Main St, PO Box 5000 Coupeville, WA 98239-5000 a.somers@co.island.wa.us 360-678-7973

AGREED:

Administrative Office of the Courts

Signature *Date*

Dirk Marler

Name

Director, Judicial Services Division

Title

Island County Juvenile Court

Signature *Date*

Vickie I. Churchill

Name

Presiding Judge

Title

Signature Date

Richard M. Hannold

Name

Chair, Island County Commissioners

Title

EXHIBIT A
CASA COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for CASA reimbursements. It also sets forth the required documentation needed to support a reimbursement request. This supporting documentation needs to be retained at the local level and should not be submitted to AOC.

B. GENERAL

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

C. ROLES AND RESPONSIBILITIES

1. Court Project Manager

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

2. AOC Project Manager

- Acts as central contact with the court
- Oversees distribution of funds
- Approves invoices and submitted supporting documentation for CASA reimbursement
- Responds to cost and budget questions from the courts
- Reviews all reports required under the CASA agreement

3. Management Services Director

- Resolves policy and procedural issues related to CASA funding

4. **AOC Comptroller**

- Determines CASA annual fund allocation based on monies received from the legislature
- Periodically audits Courts to ensure reimbursement requests are supported

5. **Contract Manager**

- Drafts, reviews, and approves CASA agreements
- Answers questions regarding compliance with the agreements
- Provides advise on interpretation of agreement

6. **State Auditor**

- Audits Courts and AOC for compliance with CASA.

D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

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

- Payroll record/time and attendance records related to the CASA program. If employee is not assigned fulltime to working with the CASA program then compensation reimbursement must be proportioned to the amount of time the employee works with the CASA program and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent on CASA. Document the process for determining the amount of time the person(s) spend on CASA duties. For example, keep track of time for at least a week and then determine the percentage to be charged.

2. **Professional Services**

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours and hourly rate or time and attendance cards must be kept locally. All work must be related to the CASA program and invoice must be approved by authorizing authority (i.e. county court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

- Attorney – Invoice must identify the specific CASA case for which reimbursement is requested, hours worked, and the hourly rate that was charged. Reimbursement is only for the legal representation of the CASA volunteer with regard to a specific case. There is no CASA reimbursement for representation of a minor child. If the CASA volunteer

has legal representation there must be a court order that: (1) states the need for the representation; and (2) identifies the attorney being appointed to represent the CASA volunteer. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. **Goods**

- Supplies
  - Actual Costs - Supplies should be necessary for CASA program and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
  - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the county court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must also be on file locally.

4. **Equipment**

  - Actual Costs – Reimbursement request does not need to include the vendor invoice if directly related to the CASA program; however, it must be kept locally. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than $500 or where the service/maintenance period on the equipment is greater than one year and could exceed $500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases.
  - Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the Court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. **Training**

- Reimbursement for attending the annual Washington State CASA and Children's Justice conferences. Any other paid training program where attendee is seeking reimbursement must be approved by the AOC Project Manager in advance of the training.

6. Travel

- Travel/Expense Vouchers from staff or volunteers for travel expense reimbursement for child, witness, parent or other interviews related to a case filed with the court to which volunteer or CASA staff was assigned. CASA staff or CASA volunteer may also be reimbursed for travel to and from the Washington State CASA or the Children's Justice conferences. Travel expenses to any other training programs must be pre-approved by AOC Project Manager.

    - Supporting Documentation –Travel reimbursement requests must be kept locally for audit purposes.
    - All travel expenses must be within the travel costs permitted by the AOC at the time of travel.

CASA MONTHLY DETAIL REPORT
EXHIBIT B

Administrative Office of the Courts
(submit monthly with A-19 invoice)
1AA17470

COURT: ISLAND MONTH/YEAR: _____

ADMINISTRATIVE
Computer Set-Up
CASA Membership Dues

Total $ -

STAFF/FTE
Salaries
Benefits

Total $ -

CONTRACTS/
SERVICE DELIVERY
Advertising

Total $ -

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

Total $ -

TRAVEL
- Mileage
- Per Diem
- Other (4 Registrations: Justice Conf)

Total $ -

GRAND TOTAL $ -

Island County IT Department
Work Session Agenda
Sept 21 2016

County Commissioners:
Helen Price Johnson
Jill Johnson, Member
Rick Hannold, Member, Chair

John Kent, IT Director

Subject/Description: Seitel Systems Exchange Upgrade
Attachment: No
Action Requested: Approve Seitel Exchange Upgrade
Follow up: After Risk and Contract Review schedule for Consent Agenda Public Board Meeting

Commissioners Office
Work Session
September 21, 2016

Subject/Agenda: Consider applicant for appointment on the Historic Preservation Commission (HPC)
Attachment: yes
Action Requested:
Follow up:

HISTORIC PRESERVATION COMMISSION (HPC)

The Town and County established an Ebey's Reserve Historic Preservation Commission (HPC) through ICC 17.04A.060 consisting of 9 members. Four (4) members appointed by the Council of the Town of Coupeville; one of these four appointments would be based on the recommendation of the Trust Board; Four (4) members appointed by Island County; one of these four would be based on the recommendation of the Trust Board; and one (1) member appointed jointly by Island County and the Town of Coupeville, upon recommendation of the Trust Board. The initial appointments shall be staggered and following initial appointment, membership on the HPC shall be limited to two (2) full consecutive three (3) year terms. Contact P&CD for info.

MEMBERS	Appointed By	APPOINTMENT DATE	TERM EXPIRES
1. WilburBishop–Vice Chair	Joint Appointment	12/19/11	12/19/16
2. VACANT	Island County	2/03/14	12/19/15
3. Gilbert Erickson	Island County	03/10/15	12/19/17
4. Harry Anderson Chair	Island County	12/19/11	12/19/16
5. VACANT	Island County	5/19/14	12/19/18
6. Tracy Schwartz	Town of Coupeville		12/31/18
7. Stig Carlson	Town of Coupeville		12/31/17
8. Ron VanDyk	Town of Coupeville		12/31/18
9. Ben Lovejoy	Town of Coupeville		12/31/19

The Board received one application for Position #5 from David Carpentier