**MASON COUNTY**

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<th>TO: BOARD OF MASON COUNTY COMMISSIONERS</th>
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<tbody>
<tr>
<td>FROM: J. Almanzor</td>
<td>Ext. 589</td>
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<tr>
<td>DEPARTMENT: Support Services</td>
<td>Action Agenda</td>
</tr>
<tr>
<td>DATE: August 18, 2015</td>
<td>No. 4.1</td>
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**ITEM:** Correspondence

4.1.1 Liquor Control Board sent a letter regarding intent to streamline their notifications, a marijuana license application for The Root Cellar and a list of businesses with liquor licensed due to expire in 90 days.

4.1.2 Terry Ryan and Terri Jeffreys were nominated by Washington State Association of Counties for appointment to the Transportation Improvement Board.

**Background:** Correspondence received in the Commissioners' office.

**Recommended Action:** None

**Attachments:** Originals on file with the Clerk of the Board.
August 3, 2015

Steve Gorcester
Executive Director
Transportation Improvement Board
PO Box 40901
Olympia, WA 98504-0901

Dear Mr. Gorcester:

The Board of Directors of the Washington State Association of Counties (WSAC) nominates the following applicants for review and appointment to the Transportation Improvement Board:

   Terry Ryan, Snohomish County Councilmember
   Terri Jeffreys, Mason County Commissioner

If you have any questions, please contact Derek Anderson, WSAC Communications & Member Services Director at 360.489.3020 or by email at danderson@wacounties.org.

Sincerely,

[Signature]

Eric B. Johnson
Executive Director
Washington State Association of Counties

cc: Terry Ryan, Snohomish County Commissioner
    Terri Jeffreys, Mason County Commissioner
    Lynn Peterson, Secretary of Transportation
May 18, 2015

The Honorable Lynn Peterson
Secretary of Transportation
WSDOT
PO Box 47300
Olympia, WA 98504-7300

Dear Secretary Peterson:

The Board of Directors of the Washington State Association of Counties (WSAC) nominates the following applicants for review and appointment to the Transportation Improvement Board:

    Terry Ryan, Snohomish County Councilmember
    Terri Jeffreys, Mason County Commissioner

If you have any questions, please contact Derek Anderson, WSAC Communications & Member Services Director at 360.489.3020 or by email at danderson@wacounties.org.

Sincerely,

Eric B. Johnson
Executive Director
Washington State Association of Counties

cc: Terry Ryan, Snohomish County Commissioner
    Terri Jeffreys, Mason County Commissioner
    Steve Gorcester, Executive Director, Transportation Improvement Board
August 5, 2015

Dear Local Authority:

In an effort to streamline our notification process for marijuana and liquor license applications, the Washington State Liquor and Cannabis Board (WSLCB) will be implementing a new email notification system.

As you know, the WSLCB is required to notify local authorities of new marijuana and liquor license applications within their jurisdiction, per RCW 69.50.331 and RCW 66.24.010.

RCW 69.50.331, “the board shall send a notice to cities and counties, and may send a notice to tribal governments or port authorities regarding the marijuana license application. The local authority has twenty days to respond with a recommendation to approve or an objection to the applicant, location or both.”

RCW 66.24.010, “the board shall send a notice to the local authority regarding the liquor license application. The local authority has twenty days to respond with a recommendation to approve or an objection to the applicant, location or both.”

Please Send Email Contact
This new email process will eliminate the time required to mail and receive notifications, providing the local authority the entire 20 days allowed by statute to respond to the notice. Please send a point of contact name, telephone number and centralized email address where you would like to receive these notifications to LocalAuthority@sp.lcb.wa.gov by September 1, 2015. Having a centralized email account eliminates the need to continually update the WSLCB when your staff changes and will insure that you receive notifications regardless of staff absences. If you prefer to have separate contacts for marijuana and liquor applications, please stipulate in your response.

New Process October 1, 2015
The new process will begin on October 1, 2015. Until the new process is put into practice, you will continue to receive your notifications in the manner in which you are accustomed.

If you have any questions, please contact Tim Lynch at 360-664-1643 or timothy.lynch@lcb.wa.gov.

Thank you,

Director Licensing and Regulation
Liquor and Cannabis Board
Rebecca.smith@lcb.wa.gov
360-664-1615

cc: CMMRS Neatherlin, Sheldon & Jeffreys
Clerk
NOTICE OF MARIJUANA LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR AND CANNABIS BOARD
License Division
3000 Pacific, PO Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liquor.wa.gov
DATE: 8/04/15

TO: MASON COUNTY COMMISSIONERS
RE: CHANGE OF CORPORATE OFFICERS/STOCKHOLDERS APPLICATION

UBI: 603-355-124-001-0001
License: 415343 - 7V County: 23
Tradename: THE ROOT CELLAR
Address: 23632 NE STATE ROUTE 3 (See Back of Letter)
BELFAIR, WA 98528-8309

Phone No: 360-434-8767 CRAIG FITZGERALD

APPLICANTS:

Privileges Applied For:
MARIJUANA RETAILER

As required by RCW 69.50.331(7) the Liquor and Cannabis Board is notifying you that the above has applied for a marijuana license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of this license. If you need additional time to respond you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on the SSN, contact our Marijuana CHRI Desk at (360) 664-1772.

1. Do you approve of applicant? ................................................... YES NO
2. Do you approve of location? ..................................................... YES NO
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken (See WAC 314-55-160 for information about this process)? ................. YES NO
4. If you disapprove, per RCW 69.50.331(7)(c) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all the facts on which your objection(s) are based.
ADDITIONAL CHANGE OF CORPORATE OFFICER APPLICATION INFORMATION

Applicants:

THE ROOT CELLAR LLC
ALHADEFF, SAMUEL
(Spouse) ALHADEFF, ADRIA
FITZGERALD, CRAIG DAVID
(Spouse) FITZGERALD, ANNIE MICHELLE
BIRK, DANIEL
(Spouse) RUSSAK-BIRK, FRANCINE
RUSSAK, LARRY
(Spouse) RUSSAK, ROCHELLE
MATHews, ROBERT FRANCIS
M ARSHALL, JOSEPH ROBERT
TENnenHAUS, SHMUEL
(Spouse) LEVIN, ROSA RASHA
August 06, 2015

Dear Local Authority:

RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- Please note that whether a hearing will be granted or not is within the Board’s discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board’s Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board’s discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority’s responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WS-LCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board’s Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board’s review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.
5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board’s discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board’s Licensing Division will present evidence in support of license renewal. The Licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board’s review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at wslcb@liq.wa.gov.

Sincerely,

Rebecca Smith
Rebecca Smith, Director,
Licensing and Regulation Division
L1Q 664 07/10
<table>
<thead>
<tr>
<th>LICENSEE</th>
<th>BUSINESS NAME AND ADDRESS</th>
<th>LICENSE NUMBER</th>
<th>PRIVILEGES</th>
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</thead>
<tbody>
<tr>
<td>1. M &amp; M 2010, INC.</td>
<td>ALLYN MARKET 18321 STATE HWY 3 ALLYN</td>
<td>361901</td>
<td>GROCERY STORE - BEER/WINE</td>
</tr>
<tr>
<td>2. DELIC, NIHAD</td>
<td>DELIC DISTILLERY 2590 OLD BELFAIR HWY BELFAIR</td>
<td>410803</td>
<td>CRAFT DISTILLERY</td>
</tr>
<tr>
<td>3. HUNTER FARMS I, LLC</td>
<td>HUNTER FARMS 1921 HWY 106 UNION</td>
<td>076551</td>
<td>GROCERY STORE - BEER/WINE</td>
</tr>
</tbody>
</table>
NEWS RELEASE
August 18, 2015
MASSON COUNTY COMMISSIONERS
411 NORTH 5TH ST
SHELTON, WA 98584
(360) 427-9670 EXT. 419

TO: KMAS, KRXY, SHELTON-MASON COUNTY JOURNAL, THE
OLYMPIAN, SHELTON CHAMBER OF COMMERCES, NORTH MASON
CHAMBER OF COMMERCES, CITY OF SHELTON, ECONOMIC
DEVELOPMENT COUNCIL, THE SUN

RE: Department of Ecology Award’s Mason County’s Rustlewood Wastewater
Treatment Plant the 2014 Outstanding Performance Award

Mason County’s Rustlewood Wastewater Treatment Plan has received the 2014
Wastewater Treatment Plant Outstanding Performance award from the Washington
State Department of Ecology (DOE). There are approximately 300 wastewater
treatment plans in Washington State. This year, 127 plants received this award that
marks full compliance with the National Pollutant Discharge Elimination System
(NPDES) permits.

According to Heather R. Bartlett, Water Quality Program Manager for the DOE:

“It takes diligent operators and a strong management team working effectively together
to achieve this high level of compliance. Talented and proficient operators are critical to
successful plant operations and protecting the health of Washington’s waters. (Mason
County’s) excellent record is a credit to the dedicated operators who are responsible for
operating this award-winning plant.”

This is the second year in a row that the Rustlewood Wastewater Treatment Plant has
received this award. The plant’s primary operator is Mary Grabil. Marty represents the
high quality of individuals employed by the Mason County Utilities Department.

The Rustlewood Wastewater Treatment Plant is located in central Mason County, east
of State Route 3. The facility is located alongside Oyster Cover on Pickering Passage.
The facility serves 165 connections and operates 365 days a year, 24 hours per day.
Mason County Utilities Department has operated the facility since the early seventies.

BOARD OF MASON COUNTY COMMISSIONERS

Randy Neatherlin
Chair

Tim Sheldon
Commissioner

Terri Jeffreys
Commissioner
# MASON COUNTY AGENDA ITEM SUMMARY FORM

**TO:** BOARD OF MASON COUNTY COMMISSIONERS  

**From:** J. Almanzor  

**From:** J. Almanzor  

**Action Agenda**  
- [ ] ___x___  
- [ ] Public Hearing  
- [ ] Other  

**DEPARTMENT:** Support Services  

**DATE:** August 18, 2015  

**EXT:** ___589___  

**DATE:** August 18, 2015  

**Agenda Item # 7**  
(Commissioner staff to complete)

**BRIEFING DATE:**

**BRIEFING PRESENTED BY:**

[ x ] **ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD**

Please provide explanation of urgency: Minutes from previous meetings.

**ITEM:** – August 3, 2015 briefing minutes and August 11, 2015 regular meeting minutes.

**RECOMMENDED ACTION:** Move to approve the August 3, 2015 briefing minutes and August 11, 2015 regular meeting minutes.

**Attachment(s):** Minutes
Executive Session – RCW 42.30.110 (1) (a) To consider matters affecting national security.

Commissioners Neatherlin, Jeffreys and Sheldon met with Ross McDowell in Executive Session from 9:00 a.m. to 9:15 a.m. to discuss a matter affecting national security.

9:15 A.M. Support Services – Frank Pinter & Diane Zoren

Commissioners Neatherlin, Jeffreys and Sheldon were in attendance.

- One application received from the Board of Equalization from Gene Currier. The Board would like to schedule an interview to meet the applicant.
- Cmnr. Neatherlin made recommendations for listing of Surplus Properties.
- Diane Zoren reported she has met with Deputy Duggan regarding the County's Boating Ordinance which is very outdated. The recommendation is for staff to meet in September to draft an updated ordinance that will address the concerns that have been voiced pertaining to property damage from wave action and other updates that are necessary to meet current regulations.
- Request for letter of support from EDC for the Mason County PUD No. 3 feasibility study grant application regarding the proposed Mason County Business Development Center. Cmnr. Sheldon voiced concern with the proposal. Lynn Longan explained they will explore all options for the PUD 3 building that is vacant on Cota Street. The Board approved placing the letter on the agenda.
- Cmnr. Jeffreys provided an update on Mason Matters.
- Request from Shelton Chamber of Commerce to be included in the discussion of how to spend the $500,000 state appropriation. The Commissioners are good with this request and asked that the next meeting be scheduled in September. Cmnr. Sheldon brought up trying to identify an infrastructure project that would improve truck access. It was suggested that the County Engineer meet with the City Engineer and explore this idea.
- Cmnr. Jeffreys explained that the Lodging Tax Advisory Committee is recommending to change course for promoting small events/festival and to go out for an RFP for one vendor and we need to fill a generator position.
- Discussion of release of bond for Murphy Company Logging contract. Cmnr. Sheldon questioned the reforestation clause in the contract and Jeff Vrabel will check on that.
- Frank Pinter stated he will brief next week on the solution to the ER&R SAO finding.
- Frank brought up an issue that has come in the 2016 process regarding the proposed 2% across-the-board increase that applies to the indigent defense attorneys however the deputy prosecuting attorney's CBA does not have this 2% increase and there is always discussion that these two groups of employees should have salary parity.

9:45 A.M. Indigent Defense – Susan Sergejnov - canceled

10:15 A.M. BREAK

10:30 A.M. Department of Community Development – Barbara Adkins

Commissioners Neatherlin, Jeffreys and Sheldon were in attendance.

- Approval to use the MRSC Consultant Roster for Building Department Services. Three proposals have been received and Ms. Adkins requested permission to select all three vendors and contract as necessary. The proposals are from CodePros, Allyn, WA; Eagle Eye, Tacoma, WA; and Townzen & Associates, Tumwater, WA. The Board moving this forward to an agenda.
- Ms. Adkins requested input from the Commissioners on revisions they would like in the Title 14 code amendments for work not requiring a permit. There was discussion of allowable zones, size and height. There was also discussion of what will be required of the applicant.

Commissioner Sheldon left the briefing.
BOARD OF MASON COUNTY COMMISSIONERS' PROCEEDINGS
August 11, 2015

1. Call to Order – The Chairperson called the regular meeting to order at 9:02 a.m.

2. Pledge of Allegiance – Vicki Kirkpatrick led the flag salute.

3. Roll Call – Present: Commissioner District 1 - Randy Neatherlin; Commissioner District 2 – Tim Sheldon; Commissioner District 3 – Terri Jeffreys.

4. Correspondence and Organizational Business
   4.1 Correspondence
      4.1.1 Bonnie Knight submitted an application for the Allyn-Belfair UGA committee.
      4.1.2 The Department of Natural Resources sent revenue tables.
      4.1.3 The Liquor Control Board submitted special occasion applications from Summit Pacific Medical Foundation, Roy Pioneer Rodeo Association and Harstine Island Women’s Club.
   4.2 News Release: Barbara Adkins read the news release regarding Joint Citizen Advisory Committee of the Allyn and Belfair Urban Growth Areas for the 2016 growth management act update.

5. Open Forum for Citizen Input –
   5.1 Charles Orthmann, Shelton Poverty Team, spoke about a fundraising campaign for the porta potty program.

6. Adoption of Agenda - Cmmr. Jeffreys/Sheldon moved and seconded to adopt the agenda as published. Motion carried unanimously. N-aye; S-aye; J-aye.

7. Approval of Minutes – July 2 emergency meeting minutes and June 23, July 7, July 14, July 21, July 28 and August 4 regular meeting minutes.
   Cmmr. Sheldon/Jeffreys moved and seconded to approve the July 2 emergency meeting minutes and June 23, July 7, July 14, July 21, July 28 and August 4 regular meeting minutes. Motion carried unanimously. N-aye; S-aye; J-aye.

8. Approval of Action Agenda:
   8.1 Approval to list the following surplus properties for sale by Mason County, with Richard Beckman Realty Group: Parcel 22129-75-90092 and 22129-75-90093, both located at 8635 E. State Route 3, Shelton, WA.
   8.2 Approval of the Veterans Assistance Fund applications for: Necessity items $200.00 and Burial $595.00 for a total of $795.00 as recommended by the Veterans Service Office.
   8.3 Approval of the County Program Agreement #1563-42652 between Mason County and the State of Washington Department of Social and Health Services (DSHS) to expand evidence based programs to expand Functional Family Therapy for youth and reduce recidivism. The amount of grant funding is $277,546.00 with no matching funds required.
   8.4 Approval of Warrants:
      | Claims Clearing Fund | Warrant 8027167-8027235 | $111,125.65 |
      | Claims Clearing Fund | Warrant 8027272-8027513 | $3,121,445.07 |
      | Direct Deposit Fund  | Warrant 24013-24400    | $ 634,646.48 |
      | Salary Clearing Fund | Warrant 7001204-7001235 | $455,130.09 |
      For a total of: $4,322,347.29
      Claims Clearing YTD Total | $ 21,282,319.63 |
      Direct Deposit YTD Total  | $ 8,927,456.96 |
      Salary Clearing YTD Total  | $ 9,222,380.51 |
   8.5 Approval for the Director of Community Development to enter into agreements with CodePros LLC, Eagle Eye Consulting Engineers, and Townzen & Associates, Inc. for building department
Services. The amount of each contract will not exceed $50,000.00 and no budget amendments will be needed.

8.6 Approval of the Board to authorize the updated Title VI Non Discrimination Agreement and authorize the Chair to sign the Non Discrimination Agreement annual report covering the reporting period from May 1, 2013 to April 30, 2014.

Cmnr. Jeffreys/Sheldon moved and seconded to approve action agenda items 8.1 through 8.6. Motion carried unanimously. N-aye; S-aye; J-aye.

9. 9:30 a.m. Public Hearings and Items Set for a Certain Time – There were no public hearings.

10. Other Business (Department Heads and Elected Officials) – There was no other business.

11. Board’s Reports and Calendar - The Commissioners reported on meetings attended the past week and announced their upcoming weekly meetings.

12. Adjournment – The meeting adjourned at 9:25 a.m.
MASON COUNTY
AGENDA ITEM SUMMARY FORM

TO: BOARD OF MASON COUNTY COMMISSIONERS

From: Diane Zoren

Action Agenda x
Public Hearing ___
Other ___

DEPARTMENT: Support Services

EXT: 747

COMMISSION MEETING DATE: August 18, 2015

Agenda Item # 8
(Commissioner staff to complete)

BRIEFING DATE: August 3, 2015

BRIEFING PRESENTED BY: Cmmr. Jeffreys

[ ] ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD
Please provide explanation of urgency

ITEM: Approval to call for Request for Proposals from qualified firms for multimedia marketing services to promote events and festivals held in the County that will draw attendees from outside the County. The one-year contract will commence January 2016. The anticipated budget for this project should not exceed $65,000 and will be paid from lodging tax.

Background: The Lodging Tax Advisory Committee has recommended abandoning the 2016 grant cycle for festivals and call for proposals for marketing services for all county events.

RECOMMENDED ACTION:
I move to approve to call for Request for Proposals from qualified firms for multimedia marketing services to promote events and festivals held in the County that will draw attendees from outside the County. The one-year contract will commence January 2016. The anticipated budget for this project should not exceed $65,000 and will be paid from lodging tax.

Attachment: RFP
MASON COUNTY
AGENDA ITEM SUMMARY FORM

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<td>Support Services/Board of Equalization</td>
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<td>8/18/2015</td>
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<td>Agenda Item # 8.2</td>
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<td>(Commissioner staff to complete)</td>
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BRIEFING DATE: 8/3/2015
BRIEFING PRESENTED BY: Diane Zoren

[ ] ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD
Please provide explanation of urgency

ITEM: Approval to appoint Gene Currier to the Mason County Board of Equalization, as an alternate member, to fill a term which will end on 5/31/2017.

Background: Deborah Reis was serving as the alternate member and was recently promoted to fill a regular voting member position. The unexpired 3-year term for the alternate position will end on 5/31/2017.

RECOMMENDED ACTION:
Approval to appoint Gene Currier to the Mason County Board of Equalization, as an alternate member, to fill a term which will end on 5/31/2017.

Attachment(s): None
TO: BOARD OF MASON COUNTY COMMISSIONERS

From: Jim Madsen

Action Agenda ___ X ___
Public Hearing _____
Other ______

DEPARTMENT: Juvenile Court Services
EXT: _332_

DATE: 8/18/15
Agenda Item # 8-3
(Commissioner staff to complete)

BRIEFING DATE: 8/10/15

BRIEFING PRESENTED BY: Jim Madsen

[ ] ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD
Please provide explanation of urgency

ITEM: Interagency Agreement, IAA16132, between the State of Washington Administrative Office of the Courts and Mason County Juvenile Court Services for CASA Programs.

Background:

The Interagency Agreement IAA16132 for CASA programming funding support is an agreement between the Administrative Office of the Courts and Mason County Juvenile Court Services which enables the county to receive CASA funding in the amount of $57,152 for the fiscal year July 1, 2015 through June 30, 2016. These funds will serve as reimbursement for services provided to juvenile dependency cases per RCW 13.34.100 – 107.

RECOMMENDED ACTION: Approve Interagency Agreement, IIAA16132, between the State of Washington Administrative Office of the Courts and Mason County Juvenile Court Services for CASA Programs in the amount of $57,152.00.

Approval to: Jim Madsen

Attachment(s): Interagency Agreement IAA16132
Mason County
GRANT QUESTIONNAIRE

Date: ____________________________ Office/Department: Juvenile Court Services
      Contact Person: Jim Madsen/Diana Renecker

1) Name of Grant/Program: CASA Program Services

2) New Grant ☐ Renewing Grant ☐ Term (# of years): 1

3) Is the grant unchanged, and does not require Current Expense funding? Y ☒ N ☐

4) How will this grant benefit the County's citizens?
   This Interagency Agreement between Mason County Juvenile Court and the Administrative
   Office of the Courts provides funds to recruit, train, and support volunteers that advocate
   for dependent children.

5) Is this a program grant or an equipment grant? Program Grant

6) Is this a "one-time only grant" or is it renewable? If renewable, how long
   is grant anticipated to last?
   Renewable grant that is anticipated to continue well into the future.

7) If this is a new grant how will the grant support a current program OR
   how will the program change?

8) Does this grant require up front funds? Y ☒ N ☒ xx
   If so, what is the source of the up-front funds needed to cover costs prior to
   initial and continuing reimbursements being received?

9) How many employees (new or current) will be paid by the grant? N ☒ C Varies
   a. If this grant requires new hire(s) and grant ends, how will unemployment costs be
   funded?
10) Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc? Y___ N XX If so, what?

11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y XX

12) What fund would support a cash match (if required)? ____________________________

13) If required what is the TOTAL cost of the match over the life of the grant? _______

14) What fund would support the administration of the grant? ____________________________

15) Will the grant allow for the County cost allocation plan to be funded? Y_____

16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements?
   No additional resources will be needed.

17) Would the program require use of a county vehicle or personal vehicle? Y XX N_____

18) If so, would the grant provide for the cost of the automobile and/or liability insurance? Y XX N_____

19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y______ N XX If so, what activities?

20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y____ N XX If so, what obligations?

21) Does this grant project include any activities that may fall outside the county’s standard policies (personnel policies on travel, hours of work, training required, reimbursement for meeting refreshments, paying for meeting space, etc.)? No additional activities are needed
22) Will outside consultants be solicited to work on the grant and if so, is a process in place for appropriate selection and oversight of consultant activities? Y _____ N XX____ If so, what is the funding source for consultant fees?

23) For a program grant, how would the program be funded after the grant expires? (It should be understood that once grant funding ends, either the program ceases OR the funding for the program needs to be absorbed within the department's or office's existing budget) OR justification must be provided that the program has been and will continue to save or benefit taxpayers. In the event that the grant expires or is reduced, the funding would be absorbed by the existing budget or in extreme cases the department would provide justification for additional county funding.

24) Please provide (attached to questionnaire) a synopsis of the grant or a copy of the fact sheet.

Please feel free to submit additional information as needed.

__________________________

Official signature of requesting office/department:

Elected Official/Department Head

8/4/15

Date

Approved by:

Chair, Board of County Commissioners

Date
INTERAGENCY AGREEMENT IAA16132
BETWEEN
THE STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
MASON COUNTY JUVENILE COURT
FOR THE
SUPPORT OF CASA PROGRAMS

THIS AGREEMENT is made and entered into by and between the State of Washington Administrative Office of the Courts (AOC), and Mason 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:

<table>
<thead>
<tr>
<th>Period</th>
<th>Report Due</th>
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</thead>
<tbody>
<tr>
<td>07/01/15 - 12/31/15</td>
<td>01/31/16</td>
</tr>
<tr>
<td>01/01/16 - 06/30/16</td>
<td>07/31/16</td>
</tr>
</tbody>
</table>

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, 2015 regardless of the date of execution and it shall end on June 30, 2016, 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 $57,152.00. 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:

<table>
<thead>
<tr>
<th>AOC Project Manager:</th>
<th>Contractor Contract Manager:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yvonne Pettus</td>
<td>James Madsen</td>
</tr>
<tr>
<td>Senior Court Program Analyst</td>
<td>Juvenile Court Administrator</td>
</tr>
<tr>
<td>PO Box 41170</td>
<td>615 W Alder St, PO Box 368</td>
</tr>
<tr>
<td>Olympia, WA 98504-1170</td>
<td>Shelton, WA 98584-0368</td>
</tr>
<tr>
<td><a href="mailto:yvonne.pettus@courts.wa.gov">yvonne.pettus@courts.wa.gov</a></td>
<td><a href="mailto:jamesma@co.mason.wa.us">jamesma@co.mason.wa.us</a></td>
</tr>
<tr>
<td>360 705-5229</td>
<td>360-427-9670</td>
</tr>
</tbody>
</table>

AGREED:

Administrative Office of the Courts

Mason County Juvenile Court

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dirk Marler</td>
<td>Date</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Director, Judicial Services Division</td>
<td>Title</td>
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<tr>
<td>Title</td>
<td>Title</td>
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</table>
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
  
  o Actual Costs - Supplies should be necessary for CASA program and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
  
  o 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.
  
  o 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)*

<table>
<thead>
<tr>
<th>COURT:</th>
<th>MONTH/YEAR:</th>
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### ADMINISTRATIVE

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<tr>
<td>Computer Set-Up</td>
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<tr>
<td>CASA Membership Dues</td>
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<tr>
<td><strong>Total</strong></td>
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### STAFF/FTE

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<th>Item</th>
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<tr>
<td>Salaries</td>
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<td>Benefits</td>
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<tr>
<td><strong>Total</strong></td>
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### CONTRACTS/SERVICE DELIVERY

<table>
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<th>Amount</th>
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<tr>
<td>Advertising</td>
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<tr>
<td><strong>Total</strong></td>
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### GOODS/SERVICES

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

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<td><strong>Total</strong></td>
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### TRAVEL

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

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### GRAND TOTAL

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ITEM: BECCA Bill Programs and Services Grant

Background:

Interagency Agreement IAA16083 for BECCA Bill services is utilized to provide Truancy, At-Risk Youth (ARY) and Children in Need of Services (CHINS) pursuant to RCW 13.32A. The compensation for this agreement is $74,044.00 and does not require any matching funds.

RECOMMENDED ACTION: Approve the Interagency Agreement IAA16083 between Mason County and the State of Washington Department Administrative Office of the Courts.

Approval to: Jim Madsen

Attachment(s): Interagency Agreement IAA16083
Where on 'exhibit b' does the prosecutors time go? That time is described in 'exhibit a' as professional services and I don't see that category on 'exhibit b'? Other than that, it looks fine.

Thanks
Tim

27/2015 8:14 AM >>>
Good morning Tim! Could you please check out this grant for us? This is a grant we get every year and rarely changes other than the amount. Thanks - Jim

Jim Madsen
Juvenile Court Administrator
Mason County
(360) 427-9670 Ext. 332

CONFIDENTIALITY NOTE: The document(s) attached to this email contain information belonging to Mason County Probation Services. This information is confidential and/or legally privileged and is intended only for the use of the addressee designated above. If you are not the intended recipient, you are hereby notified that disclosure, copying, distribution, or the taking of any action in reliance on the content of this emailed information is strictly prohibited. If you receive this email in error, please notify the agency immediately via email or calling (360) 427-9670 ext. 332. Thank you.

>>> "Bowman, Kathy" <Kathy.Bowman@courts.wa.gov> 7/23/2015 3:19 PM >>>

Dear Mr. Madsen:

Attached please find your agreement with the Administrative Office of the Courts for review and signature.

To indicate your acceptance, you may return a scanned copy of the signed agreement by e-mail to contracts@courts.wa.gov or fax the signed agreement to the attention of Jonathan Sutler at (360) 956-5700.

The Administrative Office of the Courts will execute the original document. Please mail the hard copy with original signature to the address below at your earliest convenience.

Contracts Officer
Administrative Office of the Courts
PO Box 41170

file:///C:/Users/jamesma/AppData/Local/Temp/XPgrpwse/55B896B0Masonmail10016576... 8/4/2015
Mason County
GRANT QUESTIONNAIRE

Date: ____________________________
Office/Department: Juvenile Court Services
Contact Person: Jim Madsen/Diana Renecker

1) Name of Grant/Program: BECCA Bill Program Services

2) New Grant ☐ Renewing Grant ☐ Term (# of years): 1

3) Is the grant unchanged, and does not require Current Expense funding?
   Y ☒ N ☐

4) How will this grant benefit the County's citizens?
   This Interagency Agreement between Mason County Juvenile Court and the Administrative Office of the Courts provides services that help prevent family turmoil that can lead to further penetration into the court system.

5) Is this a program grant or an equipment grant?
   Program Grant ☒

6) Is this a "one-time only grant" or is it renewable? If renewable, how long is grant anticipated to last?
   Renewable grant that is anticipated to continue well into the future.

7) If this is a new grant how will the grant support a current program OR how will the program change?

8) Does this grant require up front funds? Y ☒ N ☐
   If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?

9) How many employees (new or current) will be paid by the grant? N ☐ C ☒
   a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded? ________________________________
10) Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc? Y  N

11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y  N

12) What fund would support a cash match (if required)?

13) If required what is the TOTAL cost of the match over the life of the grant?

14) What fund would support the administration of the grant?

15) Will the grant allow for the County cost allocation plan to be funded? Y  N

16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements?

17) Would the program require use of a county vehicle or personal vehicle? Y  N

18) If so, would the grant provide for the cost of the automobile and/or liability insurance? Y  N

19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y  N

20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y  N

21) Does this grant project include any activities that may fall outside the county's standard policies (personnel policies on travel, hours of work, training required, reimbursement for meeting refreshments, paying for meeting space, etc.)

No additional activities are needed.
22) Will outside consultants be solicited to work on the grant and if so, is a process in place for appropriate selection and oversight of consultant activities? Y ______ N XX____ If so, what is the funding source for consultant fees?

23) For a program grant, how would the program be funded after the grant expires? (It should be understood that once grant funding ends, either the program ceases OR the funding for the program needs to be absorbed within the department’s or office’s existing budget) OR justification must be provided that the program has been and will continue to save or benefit taxpayers.

The program would cease.

24) Please provide (attached to questionnaire) a synopsis of the grant or a copy of the fact sheet.

Please feel free to submit additional information as needed.

Official signature of requesting office/department:

Elected Official/Department Head

Date

Approved by:

Chair, Board of County Commissioners

Date
This agreement is entered into by and between the Administrative Office of the Courts ("AOC") and Mason 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 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 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:

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<td>07/31/16</td>
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</table>

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, 2015 regardless of the date of execution and it shall end on June 30, 2016, except for any remaining obligations of the Contractor as may exist.

COMPENSATION
a. Contractor shall be reimbursed a maximum of $74,044.00 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:

<table>
<thead>
<tr>
<th>AOC Program Manager:</th>
<th>Contractor Program Manager:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yvonne Pettus</td>
<td>James Madsen, Juvenile Court Administrator</td>
</tr>
<tr>
<td>PO Box 41170</td>
<td>615 W Alder St, PO Box 368</td>
</tr>
<tr>
<td>Olympia, WA 98504-1170</td>
<td>Shelton, WA 98584-0368</td>
</tr>
<tr>
<td>360 705-5229</td>
<td>360-427-9670</td>
</tr>
<tr>
<td><a href="mailto:Yvonne.pettus@courts.wa.gov">Yvonne.pettus@courts.wa.gov</a></td>
<td><a href="mailto:jamesma@co.mason.wa.us">jamesma@co.mason.wa.us</a></td>
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</table>

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

MASON COUNTY JUVENILE COURT

<table>
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<tr>
<td>Dirk Marler, Director</td>
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<td>Name</td>
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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.
## BECCA MONTHLY DETAIL REPORT (Exhibit B)

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

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MASON COUNTY  
ACTION ITEM SUMMARY FORM

TO: BOARD OF MASON COUNTY COMMISSIONERS
From: Melissa McFadden
DEPARTMENT: Public Works
DATE: August 18, 2015

Action Agenda
EXT: 450
Agenda Item # 8.5

BRIEFING DATE: August 10, 2015
BRIEFING PRESENTED BY: Melissa McFadden

[ ] ITEM WAS NOT PREVIOUSLY BRIEVED WITH THE BOARD  
Please provide explanation of urgency

ITEM: Private Line Occupancy Permit for Randy Reeve – Set Hearing

**Background** Randall Reeve submitted an application for a Private Line Occupancy Permit to locate a septic transport line along with electrical & communication lines underneath W Shelton Matlock Road in Shelton, Washington. The lines will be located underneath the roadway near 12680 Shelton Matlock Road, between tax parcel numbers 52009-50-00001 and 52009-50-00023.

**Recommended Action:** Recommend the Board set a hearing for Tuesday, September 8, 2015 at 9:30am to receive public comment on the Private Line Occupancy Permit for said lines near address number 12680 Shelton Matlock Road in Shelton, Washington for Mr. Randall Reeve.

Attachments: Maps
Notice
NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Board of Mason County Commissioners will hold a public hearing at the Mason County Courthouse Building I, Commission Chambers, 411 North Fifth Street, Shelton, WA 98584 on Tuesday, September 8, 2015 at 9:30am.

SAID HEARING will be to consider the application for a Private Line Occupancy Permit for Randall Reeve under the Shelton Matlock Road, for a Septic Transport Line and Electrical and Communication lines underneath County Road# 90100 between parcels# 52009-50-00001 and 52009-50-00023; Address: 12680 W Shelton Matlock Road, Shelton, W.A.

For questions contact Terry Conley, 360-427-9670, Ext. 614 or if special accommodations are needed, contact the Commissioners' office from at 360-427-9670, from Belfair area, please dial 275-4467; from the Elma area please dial 482-5269, Ext. 419.

DATED this 18th day of August 2015.

BOARD OF COUNTY COMMISSIONERS OF MASON COUNTY, WASHINGTON

Julie Almanzor, Clerk of the Board

Cc: Auditor
    Clerk of the Board
    Public Works
    Applicant
    Journal - Publ 2t: 8/27/15 & 9/3/15 (not less than 5 days prior to hearing)
    Post: 3 public places 15 days before hearing – No later than Aug 24, 2015
    (Bill Public Works – 100 W Public Works, Shelton, WA 98584)
**ITEM:**
Approval of Veterans Assistance Fund applications for: Necessity Items $150.00 and Utilities $72.51 for a total of $222.51.

**Background:** The Veteran Service Team reviews veteran applications to determine eligibility for assistance at the following two locations: (1) Memorial Hall – 210 W. Franklin, Shelton; Monday – Wednesday from 9 am – 4 pm and by appt. (360) 426-4546 and also at (2) North Mason Veterans Service Center – 140 NE State Route 300, Belfair; Mon - Thurs from 9:00 am – 4:00 pm; (360) 552-2303. Listed are applications recommended for approval by the Veterans Service Team.

**RECOMMENDED ACTION:**
Move to approve the Veterans Assistance Fund applications for: Necessity Items $150.00 and Utilities $72.51 for a total of $222.51, as recommended by the Veterans Service Office.

**Attachment(s):** Applications on file with Clerk of the Board.
ITEM: Public hearing to consider the sale of real property located at 2291 E Crestview Dr, Shelton, WA, parcel #32021-54-02001, in Shorecrest.

Background: This parcel was declared surplus at a public hearing held on April 9, 2013 (Resolution 18-13) and an offer of $4,000 has been received from Raymond Minish.

RECOMMENDED ACTION:
Move to adopt the resolution authorizing the sale of surplus property located at 2291 E Crestview Dr, Shelton, WA, parcel #32021-54-02001, in Shorecrest.

Attachment: Resolution
NOTICE OF REAL PROPERTY SALE

NOTICE IS HEREBY GIVEN that the following parcel of real property currently owned by Mason County will be sold:

A public hearing is scheduled on Tuesday, August 18, 2015 at 9:30 a.m. to consider selling Parcel #32021-54-02001, 2291 E Crestview Dr, Shelton, WA; method of sale is listing with licensed real estate broker; purchase price is $4,000; anticipated closing date is August 25, 2015.

Questions regarding this transaction should be directed to Frank Pinter, Property Manager, at 427-9670 Ext 530.

Dated this 28th day of July, 2015.

MASON COUNTY COMMISSIONERS

Julie Almanzor, Clerk of the Board

Publish 2x 8/6 & 8/13
Bill: Support Services, 411 North 5th Street, Shelton
RESOLUTION NO. ____________________

APPROVAL OF SALE OF SURPLUS PROPERTY

WHEREAS, Mason County owns the real property parcel #32021-54-02001, 2291 E Crestview Dr, Shelton, WA that was declared surplus by Resolution No. 18-13 at a public hearing on April 9, 2013; and

WHEREAS, the Board of County Commissioners, upon the recommendation of the Property Manager, has determined that the property is surplus to the needs of the County; and

WHEREAS, Mason County has received an offer to purchase the property in the amount of $4,000 from Raymond Minish and a public hearing was held on August 18, 2015 to consider the offer;

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mason County Board of County Commissioners that the property described above (parcel #32021-54-02001) is approved at the price of $4,000 to Raymond Minish; and

BE IT FURTHER RESOLVED, that the proceeds of the sale of said property are to be dedicated first to any delinquent property tax obligations and related penalties, expenses and assessments; next to reimbursement of the Property Management expenses; and finally to the Current Expense Fund; and

BE IT FURTHER RESOLVED, that the Chair of the Commission is authorized to sign the related closing documents and the Property Manager initiate payment of 8% fee of sale price to the County's real estate agent.

DATED this 18th day of August, 2015.

ATTEST:__________________________

Julie Almanzar, Clerk of the Board

APPROVED AS TO FORM:__________________________

Tim Whitehead, Chief DPA

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

__________________________
Randy Neatherlin, Chair

__________________________
Tim Sheldon, Commissioner

__________________________
Terri Jeffreys, Commissioner
ADDENDUM

MASON COUNTY CODE
AMENDMENTS TO TITLE 14, BUILDING AND CONSTRUCTION
CHAPTER 14.08 BUILDING CODE AMENDMENTS
REVISED SECTION 14.08.030 PERMITS REQUIRED &
NEW SECTION 14.08.031 WORK EXEMPT FROM PERMITS

STAFF CONTACT
Barbara A. Adkins, AICP, Director
Department of Community Development
426 W. Cedar Street
Shelton, WA 98584
(360) 427-9670, ext. 286

SUMMARY OF CHANGES:

AGRICULTURAL BUILDINGS. The proposal has undergone several versions as the Commissioners have contemplated the best course of action. The language proposed at the hearing did not speak to agricultural buildings, but only to storage buildings not specific any particular use. The amendment subject to the second hearing now includes a definition of Agricultural Buildings that is new to the Mason County Code and more descriptive that currently adopted definitions in other land use chapters. The following paragraphs illustrate how varied the definition is among the various chapters within the County's Code. Each definition is intended to place agriculture within the land use spectrum, highlighting which is most relevant to the area of interest. The structural integrity of the building, as well as its proximity to water, critical areas, or other land uses can affect how both the structure and its use are defined.

2012 International Building Code defines an agricultural building as a structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

Mason County Shoreline Master Program defines agriculture as the farming or raising of livestock, crops, berries, fruit, nursery stock on land, and may require development such as buildings, feed lots, fences, ditches, bridges, ponds, wells, grading, as well as use of native pasture and woodlots. And further defines aquaculture as the culture and farming of food fish, shellfish and other aquatic animals and plants in lakes, streams, inlets, bays and estuaries.
Mason County Resource Management Ordinance defines agricultural activities as those conducted on lands defined in RCW 84.34.020(2) (Property Tax designation), and those activities involved in the production of crops and/or raising or keeping livestock, including the operation and maintenance of farm and stock ponds, drainage ditches, operation and maintenance of ditches, irrigation systems including irrigation laterals, canals or irrigation drainage ditches, and normal operation, maintenance and repair of existing serviceable agricultural structures, facilities or improved areas, and the practice of aquaculture.

Mason County Development Regulations define agricultural land to mean land primarily devoted to the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, or animal products or of berries, grain, hay, straw turf, seed, Christmas trees not subject to the excise tax imposed by RCW 84.33.100 through 84.33.140, or livestock.

The definition being proposed in the subject amendment is intended to be descriptive and inclusive as to meet the needs of a many faceted land use practice. It reads,

**Agricultural buildings:** A building or structure directly related to an agricultural activity defined to include: farming; forestry; ranching; algaculture; aquaculture; apiculture (beekeeping); horticulture; viticulture; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and fur-bearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, Christmas trees, flowers, sod, or mushrooms; timber and pasturage. Agricultural buildings shall be exempt when less than 864 square feet with a wall height not to exceed 16 feet, and setback ten feet from all other structures. This exemption does not apply to buildings used for the purpose of growing or producing medical or recreational cannabis which shall remain subject to the authority and restrictions of Mason County Code Chapters 17.09 (Collective Gardens) and 17.17 (Recreational Marijuana).

**SQUARE FOOTAGE.** A new definition has been added for agricultural buildings; while the original definition of storage buildings still remains. Agricultural buildings continue to be allowed up to 864 with an increased wall height of 16 feet. Storage buildings have been reduced to a maximum of 576 square feet with a wall height of ten feet.

**SETBACKS.** The setback of each structure from other structures has been reduced from 25 feet to ten feet.

**CONSTRUCTIONS PLAN ON FILE.** Under the section that requires that the owner record an affidavit acknowledging their responsibilities under all applicable state, federal and local laws, is a new requirement that construction plans be kept on file. Since the state building code has a minimum square footageminimums for buildings building exempt from permits, any building under this proposal that exceeds the state's exemption but qualifies for the County's exemption shall submit construction documents. County staff will not review the documents and they are not being
submitted for any sort of County approval so long as the building is exempt; the plans are merely to verify that the owner has claimed that a properly planned structure will be built and that any party of interest may view those plans upon request.

**COMPARED CHANGES**

14.08.031 - IBC/IRC SECTION 105.2, WORK EXEMPT FROM PERMIT.

The International Building Code is clear on one important fact when it comes to exemptions. "Exemptions from permit requirements ... shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of th[e] International Building Code or any other laws or ordinances of [its] jurisdiction." Even though a building permit may not be required, provisions of the state code are still in force and effect. In this Section, Sections [A]105.2 and R 105.2 of the International Building Code and International Residential Code are adopted herein by reference and supplemented with the following:

1. **Agricultural buildings:** A building or structure directly related to an agricultural activity defined to include: farming; forestry; ranching; algaculture; aquaculture; apiculture (beekeeping); horticulture; viticulture; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and fur-bearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, Christmas trees, flowers, sod, or mushrooms; timber and pasturage. **Agricultural buildings shall be exempt when less than 864 square feet with a wall height not to exceed 16 feet, and setback ten feet from all other structures.** This exemption does not apply to buildings used for the purpose of growing or producing medical or recreational cannabis which shall remain subject to the authority and restrictions of Mason County Code Chapters 17.09 (Collective Gardens) and 17.17 (Recreational Marijuana).

2. **Storage (Non-Agricultural) Buildings:** Buildings or structures used for the storage of belongings, not designed for human habitation, and not used for remunerative purposes. These structures shall not be a place of human habitation or a place of employment, nor shall it be a place used by the public. **Storage buildings shall be exempt when less than 576 square feet with a wall height not to exceed ten feet on parcels less than ten acres in size and not to exceed 14 feet on parcels ten acres or larger, and shall be setback ten feet from all other structures.**

3. **Agricultural and Storage Buildings** shall be exempt from the permitting requirements of Title 14 only when:

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1 IBC [A] 105.2, IRC 105.2
a. The property owner must obtain a Affidavit of Exemption and certify through the use of an affidavit recorded on title:

i. That the exempt structure will meet the definitions in 14.08.031(1)(a) and (2b); and

ii. That the structure is not located within a critical area unless it complies with Chapter 8.52 MCC, Resource Management; and

iii. That it complies with setback requirements in accordance with Title 17 MCC, Zoning; and

iv. That it is built to the latest version of the International Residential Code and International Building and Fire Code; and

v. If the building exceeds 120 square feet in accordance with [A] 105.2 of the 2012 International Building Code construction documents shall be prepared by a registered design professional and submitted with each Affidavit of Exemption.

b. Plumbing and mechanical permits are still required.

c. The maximum height of the structure not to exceed those described in 14.08.031(1)(a) and (2b).

d. The exemption does not apply to structures located within a floodway.

e. The proposed structure must adhere to other applicable Mason County, State, and Federal regulations or ordinances.

**SUMMARY AND RECOMMENDATION**

The Board of County Commissioners should consider this proposal together with the Staff's Report and public testimony in the adoption of these amendments.
AN ORDINANCE AMENDING MASON COUNTY CODE TITLE 14, BUILDING AND CONSTRUCTION, CHAPTER 14.08, BUILDING CODE AMENDMENTS, AMENDING SECTION 14.08.030 WITH RESPECT TO BOATHOUSES AND ADDING SECTION 14.08.031 TO ALLOW EXEMPTIONS FOR STORAGE STRUCTURES

WHEREAS, this Ordinance amends Chapter 14.08 by amending Section 14.08.030 to exclude the normal maintenance and repair of boathouses from building permit requirements; and

WHEREAS, this Ordinance amends Chapter 14.08 to create a new Section 14.08.031 - Work Exempt from Permit; and

WHEREAS, Sections 14.08.030 and 14.08.031 supplement Section 105.2 of the International Building Code and International Residential Code to include certain and specific storage structures and boathouse maintenance from building permit requirements.

NOW THEREFORE, BE IT HEREBY ORDAINED, that the Board of Commissioners of Mason County hereby amends the Mason County Code Title 14 (Building and Construction) revising Chapter 14.08. (See Attachment A)

DATED this ___ day of ___________ 2015.

ATTEST:

Clerk of the Board

Randy Neatherlin, Chair

APPROVED AS TO FORM:

Terri Jeffreys, Commissioner

Tim Whitehead, Chief DPA

Tim Sheldon, Commissioner
ATTACHMENT A

TITLE 14 - BUILDING AND CONSTRUCTION
AMENDING CHAPTER 14.08, SECTION 14.08.030 AND ADDING NEW SECTION 14.08.031

14.08.030 - IBC/IRC SECTION 105.1, PERMITS REQUIRED.

Section 105.1 is adopted, and supplemented with the following:

(1) Permits shall be required for all docks, piers, and floats, excluding: the normal maintenance and repair of boathouses; and floats which are less than 120 square feet, are detached and chain anchored. Permits shall also be required for seawalls, bulkheads, or other similar structures, regardless of type of construction, including, but not limited to, rock, rip rap, pilings, wood and concrete block.

(2) Permits shall be required for park trailers, recreational park trailers, manufactured housing, commercial structures, commercial coaches, factory built housing.

(3) Permits shall be required for the construction of vehicular and/or pedestrian bridges. Submittal documents such as plans, calculations and specifications must be stamped and approved by an engineer licensed in the State of Washington is required.

The Building Official may review and approve small private foot bridges not for vehicular use.

(4) Tenant Review Applications, Commercial (COM) Permits shall be required for commercial use buildings when there is a change in tenant prior to occupancy whether or not construction or alterations are performed or proposed and regardless of the use or occupancy classification. When a building is constructed with future tenant spaces intended to be finished or occupied at a later date, a separate permit is required for each tenant space prior to any tenant occupancy. The permit fee shall be as adopted under the current building permit fee schedule.

14.08.031 - IBC/IRC SECTION 105.2, WORK EXEMPT FROM PERMIT.

The International Building Code is clear on one important fact when it comes to exemptions. "Exemptions from permit requirements ... shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the International Building Code or any other laws or ordinances of its jurisdiction." Even though a building permit may not be required, provisions of the state code are still in force and effect. In this Section, Sections [A]105.2 and R 105.2 of the International Building Code and International Residential Code are adopted herein by reference and supplemented with the following:

(1) Agricultural buildings: A building or structure directly related to an agricultural activity defined to include: farming; forestry; ranching; algaculture; aquaculture; apiculture (beekeeping); horticulture; viticulture; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and fur-bearing animals; poultry husbandry and the

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1  IBC [A] 105.2
production of poultry and poultry products; dairy production; the production of field crops, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, Christmas trees, flowers, sod, or mushrooms; timber and pasturage. **Agricultural buildings shall be exempt when less than 864 square feet with a wall height not to exceed 16 feet, and setback ten feet from all other structures.** This exemption does not apply to buildings used for the purpose of growing or producing medical or recreational cannabis which shall remain subject to the authority and restrictions of Mason County Code Chapters 17.09 (Collective Gardens) and 17.17 (Recreational Marijuana).

(2) **Storage (Non-Agricultural) Buildings:** Buildings or structures used for the storage of belongings, not designed for human habitation, and not used for remunerative purposes. These structures shall not be a place of human habitation or a place of employment, nor shall it be a place used by the public. **Storage buildings shall be exempt when less than 576 square feet with a wall height not to exceed ten feet and shall be setback ten feet from all other structures.**

(3) Agricultural and Storage Buildings shall be exempt from the permitting requirements of Title 14 only when:

a. The property owner must obtain a Affidavit of Exemption and certify through the use of an affidavit recorded on title:

   i. That the exempt structure will meet the definitions in 14.08.031(1) and (2); and

   ii. That the structure is not located within a critical area unless it complies with Chapter 8.52 MCC, Resource Management; and

   iii. That it complies with setback requirements in accordance with Title 17 MCC, Zoning; and

   iv. That it is built to the latest version of the International Residential Code and International Building and Fire Code; and

   v. If the building exceeds 120 square feet in accordance with [A] 105.2 of the 2012 International Building Code construction documents shall be prepared by a registered design professional and submitted with each Affidavit of Exemption.

b. Plumbing and mechanical permits are still required.

c. The maximum height of the structure not to exceed those described in 14.08.031(1) and (2).

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e. The proposed structure must adhere to other applicable Mason County, State, and Federal regulations or ordinances.