

**ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE  
FEBRUARY 7, 2024**

Meetings are available remotely. Those interested in attending the meetings by computer, tablet, or smartphone may use the following link: <https://tinyurl.com/ICWorkSession>  
or for voice only, **Dial by your location:** (253) 215-8782  
**Meeting ID:** 957 0144 6335 **Passcode:** 969196

|            |                                  |
|------------|----------------------------------|
| 9:00 a.m.  | Facilities                       |
| 9:10 a.m.  | Planning & Community Development |
| 10:10 a.m. | Public Health                    |
| 10:30 a.m. | Public Works                     |

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

Work Sessions are public meetings that provide an informal workshop format opportunity for the Board to review ongoing items with departments or to meet with other agencies, committees, or groups to discuss specific topics of mutual interest. Items are typically reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

While Work Sessions do not have time set aside for verbal public comment, written public comment is welcomed and can be directed to the Clerk of the Board by submitting comments to [CommentBOCC@islandcountywa.gov](mailto:CommentBOCC@islandcountywa.gov). If you have questions regarding public comment, you may call (360) 679-7385. Written public comments are considered a public record.

Times for each department are approximate; a time slot scheduled for a specific department may be revised as the Work Session progresses. Because of the workshop format and time sensitivity, certain items, topics, and materials may be presented that are not included in the published agenda. **If you are interested in reviewing those documents, please contact the Clerk of the Board at (360) 679-7354.**

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



## ISLAND COUNTY FACILITIES

### WORK SESSION AGENDA

MEETING DATE: 2/7/2024

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To: **Jill Johnson, Chair**  
**Board of Island County Commissioners**

From: **Ryan Beach, Director**

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Amount of time requested for agenda discussion. 10 minutes

**DIVISION:** Not Applicable

**Agenda Item No.:** 1

**Subject:** **Proposed additional space lease with Calm Harbor, LLC: For the adjacent office suite located at 402 North Main Street, Coupeville on behalf of the Auditor's Election Office; RM-FAC-2024-26; annual cost \$81,608.55.**

**Description:** Aiming to expand, the current 3,763 sq ft office at 400 North Main will lease the adjacent 2,350 sq ft suite (402 North Main), bringing the total space to 6,113 sq ft. The initial 2024 annual rent is \$79,224.48 (\$12.96/sq ft), escalating on each January 1st by the lesser of 3% or the Seattle-Tacoma-Bellevue CPI (\$13.35/sqft in 2025, or \$81,608.55/year). This represents a \$30,326.55 annual increase over the current \$51,282.00 annual cost.

**Attachment:** **Calm Harbor Lease Agreement; Contract Review**

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

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

**IT Review:** Not Applicable

**Budget Review:** Complete

**P.A. Review:** Complete



AFTER RECORDING RETURN TO:  
Department of Facilities Management  
Property Management Division  
1 NE 7<sup>th</sup> Street  
Coupeville, WA 98239  
*Effective date: **When fully executed***

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

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

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

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

**Tax Property ID:**

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

**See Exhibit A:** Scaled drawing of leased space

**Common Street Address:** 400 and 402 North Main Street, Coupeville WA 98239

2. **Use.** The premises shall be used by the Island County Auditor's Office – Elections Administration Division for the following purposes: Administration of all official County election activities.

3. **Term.** TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning on the date this lease is fully executed and recorded and ending December 31, 2026.

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

A rate of \$12.96 per square foot annually through December 31, 2024.

Effective on January 1<sup>st</sup> of 2025 and on January 1<sup>st</sup> of each successive year thereafter, the base rent rate shall be increased by the lesser of 3% or the annual CPI Index for the greater Seattle-Tacoma-Bellevue area.

Payment shall be made at the beginning of each quarter upon submission of properly executed invoices from Calm Harbor, LLC acting as the property manager.

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

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

42 **6.1. LESSOR'S Expenses:** LESSOR shall be responsible for repair or replacement of capital  
43 items including but not limited to, roof (including the watertight integrity of same as well as prompt  
44 replacement of damaged ceiling tile caused by leakage), siding, windows, structural components,  
45 exterior doors, mechanical systems, plumbing, sewer, electrical service and parking lot  
46 paving/stripping as well as continuous satisfaction of all governmental requirements generally  
47 applicable to similar office buildings in the area (example: fire, building and energy codes, indoor  
48 air quality and requirements to provide architecturally barrier-free premises for persons with  
49 disabilities, etc.).

50 **6.2. LESSEE'S Expenses:** LESSEE shall be responsible for all utilities individually metered to  
51 the LESSEE'S premises including electricity, water and sewer, trash & recycling removal, internet,  
52 phone, security, as well as the maintenance or repair of interior fixtures such as toilets, interior  
53 doors, blinds, paint, carpet, flooring, annual fire inspections, annual extinguisher service, and  
54 replacement of interior lighting ballasts, starters and fluorescent tubes, maintenance of the air  
55 conditioning system purchased and installed by Island County, air filter replacements and full  
56 custodial service.

57 **6.3. Taxes, Insurance & Common Area Maintenance:** LESSOR shall cause and oversee  
58 scheduled maintenance and repair of non-capital repairs and maintenance of common areas and  
59 common area elements which shall include but not be limited to regular mowing, weeding, litter  
60 control and sweeping of the parking lot, pest control, exterior lighting, gravel parking area  
61 maintenance and snow removal. LESSOR shall pay all common area maintenance costs,  
62 property taxes, and property casualty insurance.

63 **6.4. Tenant Pro-Rata Share:** The building consists of a total of 12,256 rentable square feet. The  
64 LESSEE'S exclusive portion of the premises under this lease is 6,113 sf. Based on the ratio of  
65 the agreed rentable area of the Premises to the agreed rentable area of the building as of the  
66 date of this Lease, LESSOR and LESSEE agree that LESSEE'S Pro Rata Share is 49.88 %.

67 **6.5. Additional Rent:** LESSEE shall pay on a quarterly basis, in addition to the base rent  
68 identified in section 4 of this agreement, 1/4 of its pro-rata share of the annual property casualty  
69 insurance premium and 1/4 of its share of the annual property taxes. LESSEE shall, within 60  
70 days of demand by landlord, reimburse LESSOR for LESSEE'S pro-rata share of common area  
71 maintenance as identified in sections 6.2, 6.3 & 6.4 of this agreement.

72 **7. Assignment/Sublease.** The LESSEE may assign this Lease or sublet the premises with the  
73 prior written consent of the LESSOR, which consent shall not be unreasonably withheld. LESSEE

shall not permit the use of the premises by anyone other than the LESSEE, such assignee or sublessee, and the employees, agents and servants of the LESSEE, assignee, or sublessee.

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

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

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

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

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

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

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

**14. Disaster.** In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the LESSOR(s) neglects and/or refuses to restore said premises to their former condition, then the LESSEE may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid

shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the LESSEE during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

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

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

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

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

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

**20. Condemnation.**+ If any of the premises or of the building, as may be required for the reasonable use of the premises, are taken by eminent domain, this Lease shall automatically

terminate as of the date LESSEE is required to vacate the premises and only rent to that date will be paid. Any rent paid beyond the date of cancellation shall be refunded to the LESSEE within twenty (20) calendar days.

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

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

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

**24. Complete Agreement.** This Lease and any attachments or references comprise the complete agreement between the parties. Any modification to the Lease must be in writing and executed with the same formalities as the Lease.

**25. Disputes.** If a bona fide dispute arises between the Lessee and Lessor, each party agrees to negotiate to resolve the dispute in good faith. If the dispute cannot be resolved by direct negotiation, nothing in this Lease limits the parties' choice of a mutually acceptable alternative dispute resolution method. The parties agree that negotiation based on good faith and any agreed upon alternative dispute resolution method shall precede any litigation or judicial or quasi-judicial action.

**26. Governing Law and Venue.** This Lease shall be governed by the laws of the State of Washington. The venue of any action arising out of this Lease shall be in the Superior Court of the State of Washington, in and for Island County.

**27. Severability.** Should any clause, phrase, sentence or paragraph of this Lease be declared invalid or void, the remaining provisions of this Lease shall remain in full force and effect.

**28. Execution in Counterparts.** This Lease may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Lease.

**29. Tenant Liability Insurance.** Tenant Insurance Commitment: Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord, its property manager (if any) and other parties designated by Landlord as additional insureds, using an endorsement form acceptable to Landlord, and shall insure Tenant's activities and those of Tenant's employees, officers, agents, servants, contractors, customers. Clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than \$2,000,000, and a deductible of not more than \$10,000. Tenant's insurance will be primary and

191 noncontributory with any liability insurance carried by Landlord. Landlord may also require Tenant  
192 to obtain and maintain business income coverage for at least six (6) months, business auto liability  
193 coverage, and, if applicable to Tenant's Permitted Use, liquor liability insurance and/or  
194 warehouseman's coverage. **Tenant may comply with these insurance requirements through**  
195 **membership in a self-insured/liability pool program that meets or exceeds these minimum**  
196 **limits. Lessor need not be named as an additional insured under a self-insured/liability**  
197 **pool, if the pool is prohibited from naming third parties as additional insured.**

198 **LESSOR:**

199 Calm Harbor, LLC  
200 PO Box 1208  
201 Langley, WA 98260  
202

203 **LESSEE:**

204 Island County  
205 Department of Facilities Management  
206 Property Management Division  
207 1 NE 7<sup>th</sup> Street  
208 Coupeville, Washington 98239

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**ACCEPTED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**LESSOR:**

**Calm Harbor, LLC**

**LESSEE:**

**BOARD OF COUNTY COMMISSIONERS  
Island County, Washington**

\_\_\_\_\_  
**Jay Miazga**  
**Title: Chief Executive Member**

\_\_\_\_\_  
**Jill Johnson, Chair**  
**Board of Island County Commissioners**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
before me, \_\_\_\_\_, the  
undersigned (Name of Notary Public)

Notary Public, personally appeared Jill Johnson  
(Name of Signer)

\_\_\_\_\_ Personally known to me

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires \_\_\_\_\_

Description of attached document: LEASE AGREEMENT Between the Calm Harbor  
LLC for 400 & 402 N Main St. Coupeville, WA

Document Date \_\_\_\_\_ Number of pages, nine (9)



247

248

249

STATE OF \_\_\_\_\_

250

COUNTY OF \_\_\_\_\_

251

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
before me, \_\_\_\_\_, the  
undersigned (Name of Notary Public)

252

253

Notary Public, personally appeared Jay Miazga, of the Calm Harbor, LLC,  
(Name of Signer)

254

255

\_\_\_\_\_ Personally known to me

256

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

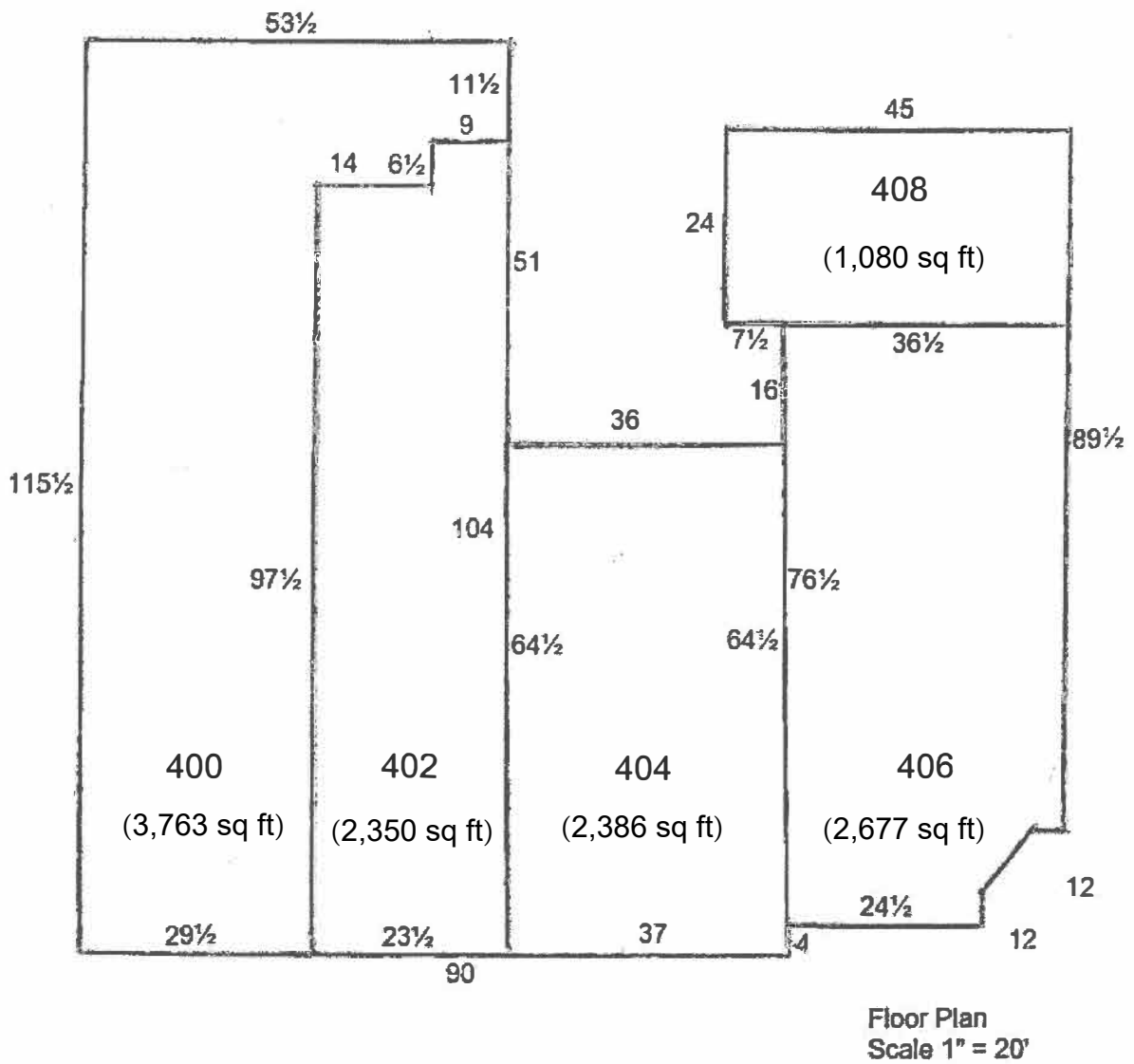
My Commission Expires \_\_\_\_\_

Description of attached document: LEASE AGREEMENT Between the Calm  
Harbor LLC for 400 & 402 N Main St. Coupeville, WA

Document Date \_\_\_\_\_ Number of pages, Nine (9)

# Exhibit A

## Floor Plan



Total Square Feet = 12,256



**ISLAND COUNTY PLANNING & COMMUNITY DEV.**

**WORK SESSION AGENDA**

**MEETING DATE: 2/7/2024**

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**To: Jill Johnson, Chair**  
**Board of Island County Commissioners**

**From: Mary Engle, Director**

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**Amount of time requested for agenda discussion. 60 minutes**

**DIVISION: Long Range Planning**

**Agenda Item No.: 1\_\_**

**Subject: Climate Resilience Sub Element Consultant Contract**

**Description:** Long Range Planning requests the Board of Island County Commissioners review and move to consent the negotiated contract with Parametrix, Inc to complete Climate Resilience Planning as a part of our 2025 Comprehensive Plan update. The costs are budgeted from the grant money we received from the Department of Commerce.

**Attachment: Contract, including scope and budget, with Parametrix for Climate Sub-Element**

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

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

**IT Review:** In process

**Budget Review:** In process

**P.A. Review:** In process

**DIVISION: Administrative**

**Agenda Item No.: 2**

**Subject: FEMA**

**Description:** Update on FEMA Probationary Compliance

**Attachment: Letter from FEMA**

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

**DIVISION: Administrative**

**Agenda Item No.: 3**

**Subject: Fire Inspections**

**Description:** Update on the Fire Inspector position and responsibilities for conducting assigned inspections for compliance with codes and standards adopted by Island County Building code 14.03-A. That is supported by the Washington State fire code and Washington State Building code. The other supportive fire codes involve the National Fire Protection Act (NFPA) 1031.

**Attachments: Fire Inspector Job Description, Interlocal Agreement with Island County Fire Districts, Island County Building Code 14.03A**

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

**DIVISION: Administrative**

**Agenda Item No.: 4**

**Subject: Staffing Update**

**Description:** All Positions are filled and in progress with training

**Attachments: Org Chart**

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

**Island County Planning and Community Development***Mary Engle, Director*

Physical Address: 1 NE 6<sup>th</sup> St, Coupeville, WA 98239 Mailing Address: 1 NE 7<sup>th</sup> St, Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: [PlanningDept@islandcountywa.gov](mailto:PlanningDept@islandcountywa.gov) | <https://www.islandcountywa.gov/207/Planning-Community-Development>

**~ MEMORANDUM ~**

**TO: Board of County Commissioners**  
**FROM: Mary Engle, Planning Director**  
**DATE: January 29, 2024**  
**SUBJECT: 2025 Comprehensive Plan – Climate Resilience Planning Contract**

Planning & Community Development issued a Request for Proposals (RFP) on November 7, 2023 for consultants to complete the required climate resilience planning updates to our 2025 Comprehensive Plan. Proposals were due on December 1, 2023; eight proposals were received from firms by that date. After scoring the proposals, Parametrix, Inc. emerged as the top scoring proposal.

Parametrix's budget for the Climate Resilience Planning work is a total contract amount of \$258,596; however, they have included (at our request) \$89,485 of optional and contingency funding in their budget. The optional and contingency funds will only be allocated if the Board of Island County Commissioner's authorize the additional work. Their base budget of \$169,111 will be used to complete the required Climate Resilience Planning updates to our Comprehensive Plan.

The funding for this contract is coming directly from the \$300,000 grant we received from the Department of Commerce for climate planning in our Comprehensive Plan.

**Attachments:**

- Contract with Parametrix, Inc.
- Scope of Work
- Budget

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Firm/Organization Legal Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                             |
| Parametrix, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                             |
| Address<br>719 2nd Avenue, Suite 200<br>Seattle, WA 98104                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Federal Aid Number                                                                                                                          |
| UBI Number<br><br>600-135-349                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Federal TIN<br><br>91-0914810                                                                                                               |
| Execution Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Completion Date                                                                                                                             |
| 1099 Form Required<br><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Federal Participation<br><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                            |
| Project Title:<br>Island County 2025 Comprehensive Plan – Climate Sub-Element                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                             |
| Description of Work:<br>The Parametrix team (Consultant) will work with Island County's Planning & Community Development Department (County) to assist in implementation of the new legislative climate requirements of House Bill (HB) 1181 into the 2025 Comprehensive Plan Periodic Update, due June 30, 2025.<br><br>HB 1181 added a climate goal to the Growth Management Act and requires all fully planning cities and counties to complete a Climate Resilience Sub-Element. Island County must also update the Land Use Element to include goals and policies to address climate resilience. |                                                                                                                                             |
| <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Maximum Amount Payable: See budget attached<br><br><br><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> |

## Index of Exhibits

|           |                                                                   |
|-----------|-------------------------------------------------------------------|
| Exhibit A | Scope of Work                                                     |
| Exhibit B | Preparation and Delivery of Electronic Engineering and Other Data |
| Exhibit C | Prime Consultant Cost Computations                                |
| Exhibit D | Sub-consultant Cost Computations                                  |
| Exhibit E | Title VI Assurances                                               |
| Exhibit F | Liability Insurance Increase                                      |
| Exhibit G | Alleged Consultant Error Procedures                               |
| Exhibit H | Consultant Claim Procedures                                       |

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the Island County Planning & Community Development Department, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C" – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name:

Agency:

Address:

City:

State:

Zip:

Email:

Phone:

Facsimile:

If to CONSULTANT:

Name: John Phillips

Agency: Parametrix

Address: 719 2<sup>nd</sup> Ave Ste 200

City: Seattle State: WA Zip: 98104

Email: jmphillips@parametrix.com

Phone: 206-394-3638

Facsimile:

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.



## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "C" and "D" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "C" and "D" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "C" and "D" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "C" and "D" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "C," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment.

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964  
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973  
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be

reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Planning & Community Development, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and

employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.



### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Jill Johnson - Chair  
Board of County Commissioners

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

# ***Exhibit A*** ***Scope of Work***

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Project No.

See attached

***Exhibit B***  
***Preparation and Delivery***  
***of Electronic Engineering***  
***and Other Data***

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In this Exhibit the AGENCY, as applicable, is to provide a description of the format and standards the CONSULTANT is to use in preparing electronic files for transmission to the AGENCY. The format and standards to be provided may include, but not limited to, the following:

I. Project Management

A. Meetings and Bi-weekly Check-ins –

CONSULTANT shall provide check in by telephone, email or video conference call AGENCY

email: [e.neff@islandcountywa.gov](mailto:e.neff@islandcountywa.gov)

B. Monthly Invoices –

CONSULTANT shall submit monthly invoices either by mail or via email.

Mailing address: 1 NE 6<sup>th</sup> St.  
Coupeville, WA 98239

AGENCY Email:

[St.Montgomery@islandcountywa.gov](mailto:St.Montgomery@islandcountywa.gov)

C. Technical Memo(s) and Progress Report(s) –

Technical Memo(s) and Progress Report(s) shall be furnished to the AGENCY by email in the following formats:

- i. DRAFT: in editable Microsoft Word 2016 or newer
- ii. FINAL: Adobe pdf format
- i. Progress Reports will be included with monthly invoices. Reports will include:
  - Work completed in the past month
  - Work anticipated in the next month
  - Issues of concern/need for resolve

## II. Methods to Electronically Exchange Data

### B. Electronic Transfer

- i. Where appropriate, the CONSULTANT can use “Internet” to send routine written correspondence.
- ii. Sending and receiving attached documents to email message should be done in “rich text” format that conserves formatting on the original document.
- iii. Files less than 20 MB; may use email system or SharePoint/Teams.
- iv. Files 20 MB or larger use one (1) of two (2) options:
  - CONSULTANT online project management website (URL to be provided following Notice to Proceed)

### C. File Transfer format –

- i. Reports/documents prepared with Microsoft Office file format submitted for AGENCY review and comment must be submitted in its native file format.
- ii. Final reports/documents must be submitted in pdf format.

### D. AGENCY Software Suite –

- i. Microsoft Office 2016
- ii. Adobe Acrobat 2017
- iii. ArcGIS

***Exhibit C***  
***Prime Consultant Cost Computations***

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See attached



## ***Exhibit D***

### ***Sub-consultant Cost Computations***

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If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

## **Exhibit E - Title VI Assurances**

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During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- of Consultant

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### **Certification**

*Local Agency A&E Professional Services  
Negotiated Hourly Rate Consultant Agreement*

*Revised 12/23/2023*

*Agreement Number* \_\_\_\_\_



## ***Exhibit F***

### ***Liability Insurance Increase***

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#### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ - no change.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000.00.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

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# **Exhibit G**

## **Alleged Consultant Error Procedures**

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant error(s), the first step in the process is for the Agency's project manager to notify the Director of Planning & Community Development regarding the potential error(s).

### **Step 2 Project Manager Documents the Alleged Consultant Error(s)**

After discussion of the alleged error(s) and the magnitude of the alleged error(s), and with the Director of Planning & Community Development's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged error(s) issue.

### **Step 4 Attempt to Resolve Alleged Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant error(s) occurred. If this is the case, then the Director of Planning & Community Development, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the error took place.
- There is not a mutual agreement regarding the alleged consultant error(s). The consultant may request that the alleged error(s) issue be forwarded to the Director of Planning & Community Development for review. If the Director, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

# **Exhibit H**

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Planning & Community Development negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Planning & Community Development to determine if the Agency agrees with the claim.

If the Agency project manager, Director of Planning & Community Development agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Planning & Community Development that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Planning & Community Development Reviews Consultant Claim and Agency Documentation**

The Director of Planning & Community Development shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures).

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Planning & Community Development shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

**Island County**  
**Climate Resilience Planning for 2025 Comprehensive Plan Update**

**Introduction**

The Parametrix team (Consultant) will work with Island County's Planning & Community Development Department (County) to assist in implementation of the new legislative climate requirements of House Bill (HB) 1181 into the 2025 Comprehensive Plan Periodic Update, due June 30, 2025.

HB 1181 added a climate goal to the Growth Management Act and requires all fully planning cities and counties to complete a Climate Resilience Sub-Element. Island County must also update the Land Use Element to include goals and policies to address climate resilience.

The tasks, anticipated outcomes, and deliverables for this work are outlined below:

1. Project management
2. Data analysis and research
3. Audit of existing plans and policies
4. Vulnerability and Risk Assessment (if needed)
5. Integration of climate resilience goals and policies
6. Climate Element
7. Resiliency Measures and Feasibility
8. Research funding availability
9. Unanticipated services

The scope of work will meet the following objectives for Island County:

- Comprehensive Plan Climate Element and Resiliency sub-element goals and policies that meet the requirements of HB 1181.
- Incorporate Climate Element goals and policies into the Land Use Element.
- Consider Climate Element goals and policies in Utilities, Capital Facilities, Shoreline, and Parks & Recreation Elements
- Follow the County's Public Participation Plan for the Comprehensive Plan Update. Include traditionally underserved and vulnerable populations, disproportionately left out of planning processes, and impacted by climate impacts.
- Collaboration, listening, and communication between consultant teams, county staff, and the stakeholders.
- Scope of work completed by December 31, 2024.



## Task 01 – Project Management

The objective of this task is to provide overall project management of the consultant contract with Island County

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate with project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Bi-weekly design team meetings with an issues list to document project design decisions.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

### Deliverables

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

### Assumptions

Assumptions for this task include:

- Project duration is 12 months.
- Budget assumes 24 bi-weekly meetings.

## Task 02 – Data Analysis and Research

The objective of this task is to collect data on county assets, hazards and change in climate, and describe exposures and consequences. The outcome is to identify priority climate hazards to evaluate against existing plans and policies.

The consultant will follow the steps identified in the *Climate Element Planning Guidance June 2023 – Early Version*. The consultant team will use the Climate Element Workbook to track progress and for the County's use when submitting the Comprehensive Plan 2025 Update to Washington State Department of Commerce (Commerce).

The following sources are examples of data that could be used, and the data that is used will meet WAC 365-19 (Best Available Science for GMA). The County will provide relevant studies or assessments conducted by Island County to add to the list as potential sources. The County and

consultant will determine if the County's studies or assessments will be used as a data source for this County-wide vulnerability assessment.

Table 1. Potential list of data and sources for Island County Vulnerability and Risk Assessment

| Demographics/Economics             | Environmental          | Climate Exposure           | Infrastructure         |
|------------------------------------|------------------------|----------------------------|------------------------|
| Census/ACS                         | USDA                   | NOAA                       | Island County          |
| PSRC                               | Tree canopy and        | King County Open-          | Parks, road, bridges,  |
| Race, ethnicity, income, age,      | impervious cover       | Source Data for Climate    | green infrastructure,  |
| disability, linguistic isolation   | EPA (EJ Screen)        | Change                     | stormwater facilities, |
| Longitudinal Employer-Household    | Environmental hazards  | Weather and urban heat     | etc.                   |
| Dynamics (LEHD)                    | CDC                    | island                     | WSDOT                  |
| Job characteristics, earnings, and | Health disparity -     | FEMA                       | Bridges, road          |
| commute (car ownership, transit    | asthma, high blood     | National risk indexes for  | facilities             |
| use)                               | pressure, COPD, mental | extreme heat, wildfire,    |                        |
| Human Health                       | health, vulnerable     | drought, flooding, sea-    |                        |
| Cost-burdened households           | populations            | level rise, precipitation, |                        |
| Risk for displacement              | WA DOH-Disparities     | landslide, reduced         |                        |
|                                    |                        | snowpack, streamflow,      |                        |
|                                    |                        | stream temperature.        |                        |
|                                    |                        | UWCIG                      |                        |
|                                    |                        | Climate risks and          |                        |
|                                    |                        | actionable science         |                        |
|                                    |                        | Ecology-Climate Change     |                        |

The Consultant will use the Climate Element Workbook to list social, economic, and environmental assets. The list will include specific assets (e.g., a key bridge or hospital), and will be included in the climate vulnerability assessment if conducted under Task 4.

The Consultant team will identify current and projected climate impacts for Island County. A spreadsheet of available data will be produced and vetted by the consultant and shared with the County with recommendations on which dataset to use.

The Consultant team will identify the assets (people, environment, economy, infrastructure/capital facilities) for Island County. Available data will be produced and vetted by the consultant and shared with the County with recommendations on which dataset to use for each metric within the vulnerability assessment.

Each of the community assets will be paired with every climate-influenced hazard that could affect it; and entered in the Climate Element Workbook. The list will include the same asset several times, and some hazards (e.g., extreme heat) that might affect several assets.

## Deliverables

- The Climate Element Workbook (Appendix B)
- Excel spreadsheet with data sources recommended and reviewed by County citing the best available science resources for climate change.
- Excel spreadsheet with data for the County's assets (social, economic, infrastructure, environmental)

## Assumptions

- The Climate Element Workbook will be available via a SharePoint site accessible by the consultant and county team.
- A description of the climate-related trends and current and anticipated climate change impacts for Island County and include but not limited to increasing extreme heat events, storm events, flooding, snowpack levels, wildfire risk, precipitation, streamflow, drought, sea-level rise, and air quality.
- The definitions that will pertain to this task:
  - People – vulnerable populations including but not limited to historically underrepresented, low-income, BIPOC, mobility-impaired, cost- burdened households
  - Economy – vulnerable businesses, local and regional employment centers
  - Environment – including but not limited to critical areas (including fish and fish habitat), open spaces, waterways / waterbodies, tree canopy, watersheds
  - Infrastructure/capital facilities – such as roads, bridges, parks, green infrastructure, stormwater facilities, solid waste facilities, buildings.
- If definitions preferred by the consultant differ from definitions supplied by the County, the County shall determine which terms will be applied.
- A description of the climate-related trends and current and anticipated climate change impacts for Island County include but not limited to increasing extreme heat events, storm events, flooding, snowpack levels, wildfire risk, precipitation, streamflow, drought, sea-level rise, and air quality.
- Non-climate stressors include population growth and land conversion (e.g., development actions such as converting forests into impervious surfaces can increase the urban heat island effect).
- Non- climate stressors also can include historic neighborhood pollution, redlining, disinvestment and other factors, which may lead to disproportionate climate impacts on overburdened communities.
- The County will provide any related studies, assessments, data, or reports from County departments.
- The Consultant can access publicly available GIS data. The County will provide GIS data correlating to other vulnerability assessments and infrastructure not publicly available.

## Task 03 – Audit of existing plans and policies for climate resilience

The objective of this Task is to review exiting County planning efforts and how the written material has addressed community climate resiliency. A draft summary and gaps memo will document the consultant findings.

The Consultant Team will apply information from Task 2 to assess how well existing local plans and policies build climate resilience. The Consultant will review the current Island County comprehensive plan and other local documents (hazard mitigation plan, shoreline master program, etc.) and looking for climate resilience opportunities, gaps, and barriers. Based on the review the Consultant will recommend where to perform a climate vulnerability and risk assessment as outlined in Task 4.

During the review the Consultant will identify any maladaptation policies and practices that exacerbate assets' vulnerability to climate change or create barriers to implementing goals, policies, and more detailed development regulations.

## **Deliverables**

- Update the Climate Element Workbook
- Draft Audit Summary and Gaps Memo (2-3 pages) with recommendation for next steps.
- Respond to County Comments
- Final Audit Summary and Gaps Memo

## **Assumptions**

- The Consultant will identify hazards and impacts not addressed by any policies or where existing policies are insufficient.
- Maladaptation is defined as an action taken ostensibly to avoid or reduce vulnerability to climate change that impacts adversely on, or increases the vulnerability of other systems, sectors, or social groups (International Panel on Climate Change [IPCC] Third Assessment Report).
- The consultant will audit up to 5 plans and identify up to 20 collective measures within those plans. At a minimum the Consultant will review:
  - 2016 Island County Comprehensive Plan including Shoreline Management Plan (Element 3)
  - Island County Multi-jurisdictional Hazard Mitigation Plan
  - Marine Resource Council Sea-level Rise White Paper
- The County Project Manager will identify any other plans to review and give final approval of the list.
- The recommendation in the Summary and Gaps Memo will be approved by the County Project Manager and identify whether to perform a climate vulnerability and risk assessment in Task 4.

## Task 04 – Vulnerability and Risk Assessment

Based on the recommendation in the Summary and Gaps Memo and approval from the County Project Manager the consultant will proceed with this task. If not recommended and approved, this task will not be performed.

The objective of this task is to complete a climate vulnerability and risk assessment based on best practices and lessons learned from past assessments. The following approach is best known practices and follows Commerce guidance.

The consultant will develop a Climate Vulnerability Index (CVI) for the County - a geospatial tool that synthesizes key climate, environmental, and community data to inform the suite of potential adaptation strategies and options. The CVI sums the climate and assets data gathered in Task 3 and identifies which census block groups in Island County have vulnerability, relative to other areas in the County. It is a planning level tool to help the team investigate areas in more detail, and then better understand the nuance of a particular area of the County. The CVI will provide a visual representation of the County's climate vulnerabilities for people, environment, economy, and infrastructure/capital facilities.

The Third Assessment Report (TAR) of the International Panel on Climate Change (IPCC) defines vulnerability as: "the degree to which a system is susceptible to, and unable to cope with, adverse effects of climate change, including climate variability and extremes. Vulnerability is a function of the character, magnitude, and rate of climate change and variation to which a system is exposed, its sensitivity, and its adaptive capacity."

$$\text{Vulnerability} = \text{Exposure} + \text{Sensitivity} + \text{Adaptive Capacity}$$

Each climate change impact with County assets will be an independent map layer and then combined to create an index, scaling each census block of the County.

### Deliverables

- A Climate Vulnerability Index (CVI) for the County- a geospatial tool that synthesizes key climate, environmental, and community data and identifies which census block groups in Snohomish County have vulnerability, relative to other areas in the County. The CVI should have the capacity to be updated by County GIS staff as BAS and other data is updated.
- Document methodology for the development of the CVI to be included as part of the final report. deliverable.

### Assumptions

- Data will display at the census block level. However, if there are better scales of representation to depict the levels of vulnerability for a specific climate change impact, then it will be considered.
- Census blocks are larger with less population, if there is divergent data for the exposure, sensitivity or adaptive capacity, the worst-case scenario will be used for that census block. The data will not be averaged.

- The assessment will cover the entire geographic area of Island County, however, the risk assessment in Task 3 will only be conducted for unincorporated areas of Island County.

### **Subtask 04-01 - Risk Assessment & Mitigation strategies**

Identify the risks for the people, environment, and infrastructure/capital facilities as described in task 3, in terms of sensitivity and capacity to adapt. Through the index, the Consultant will work with the County to identify the County's vulnerabilities and risks to the current and projected impacts of climate for:

- People
- Economy
- Environment
- Infrastructure & capital facilities

Develop a suite of potential adaptation strategies and actions for the County's assets for which have been identified as at risk in terms of sensitivity and capacity to adapt.

### **Deliverables**

- Risk and vulnerability matrix in Excel spreadsheet
- A suite of potential adaptation strategies and actions for the County's assets for which have been identified as at risk in terms of sensitivity and capacity to adapt.
- Facilitate two, one-hour virtual risk workshops with community members and County staff. The objective of these workshops is to inform the public and County staff of the identified risks to the County assets (unincorporated) and gather input for adaptation strategies and other actions.
- Meeting note summary for workshop attendees to report out next steps and contact information. Allow for individual feedback on draft report as well as workshop feedback.

### **Assumptions**

- The Consultant will conduct a high-level screening of risks based on the CVI.
- The workshop can be two one-hour sessions. The County will send invitations to environmental groups, BIPOC communities, community health groups, and other representatives from those assets identified at risk from the impact of climate change.
- The County will invite County staff, the consultant will host the workshop(s) on Microsoft Teams or other platform conducive to hosting public meetings.
- The risk assessment will only be conducted for unincorporated areas of Island County.
- Strategies and actions will be developed from existing lists of potential mitigation strategies from Washington Department of Commerce, and other Washington Counties.

## Subtask 04-01 - Final Report

The Consultant will produce a final report that synthesizes the information.

### Deliverables

- Draft Climate Vulnerability and Risk Assessment Report (10-15 pages)
- Response to comments
- Final Climate Vulnerability and Risk Assessment Report

### Assumptions

- The consultant will produce a draft report for County review in Microsoft Word and track changes
- The consultant will address each comment in Word.
- The final report will be in Word and an Adobe acrobat PDF.
- The GIS data/data layers, including the Climate Vulnerability Index (CVI) created as part of this work will be delivered to Island County Planning and Community Development GIS team. The GIS/data layers should be in a format that can be updated as BAS science and data is refreshed.

## Task 05 – Integration of climate resilience goals and policies

The objective of this task is to develop and integrate existing, modified and new climate resilience goals and policies into other elements of the comprehensive plan update.

The primary reason for plan integration is the Growth Management Act (GMA) requires that all comprehensive plans be internally and externally consistent. Internal consistency means that all goals and or policies must be based on the same future land use map designations and population projections. Internal consistency also requires reviewing the plan and addressing policies that conflict or create barriers to implementing new or amended goals and policies. Internal consistency also typically encompasses other adopted plans or development regulations of the jurisdiction. External consistency means that the plan must be consistent with the region wide planning policies and must also be coordinated with plans of adjacent cities and counties. In summary, plan integration means that climate change goals and policies that are a climate element should be paired with other comprehensive plan elements.

This task includes:

- Integrating goals and policies into the land-use element
- Updating the capital facilities, utilities and parks and recreation elements
- Briefing on draft policies and goals to stakeholders, elected officials and community.

Goals and policies should address equitable ways to build Island County's connectivity, cohesion, and capacity to reduce, withstand, respond to, and recover from climate impacts. Policy solutions should provide multiple co-benefits and achieve multiple goals.

Co-benefits will be associated with each policy. The climate resilience goals and policies are tracked in the Climate Element Workbook.

## **Subtask 05-01 - Integrate goals and policies into land use element**

The Land Use Element is the cornerstone of the Island County Comprehensive Plan. Its purpose is to ensure that an adequate supply of land and a desired mix of uses are available for projected growth and the successful implementation of other Comprehensive Plan elements.

The goals and policies in the Land Use Element reflect the County's values and form the basis of its land use strategy. Through its goals and policies, the County aims to reduce development pressures and patterns of sprawl within rural areas, agricultural lands, and other areas of long-term significance.

At the same time, the County seeks to reduce land-consuming urban development patterns and provide a framework for urban development within existing neighborhoods and areas with more intense development.

These goals and policies provide a land use foundation to develop a healthy, diverse economy where employment and retail opportunities abound. They also preserve and protect open space, shorelines, and scenic and cultural resources, and balance public with private interests in the development and protection of Island County's resources. As such, the Land Use Element represents Island County's policy plan for growth and directs future land use and conservation decisions.

This task is for the Consultant team to apply the goals and policies for climate resilience into the Land Use Element. County staff is currently updating the Comprehensive Plan for 2025 and the Consultant team will work with County staff and stakeholders on goals and policies that build community resiliency.

### **Deliverables**

- Draft land use/climate resilience goals and policies for updating the land use element
- Response to comments from County staff.
- Final land use/climate resilience goals and policies

### **Assumptions**

- The consultant will produce a draft report for County review in Microsoft Word and track changes
- The consultant will address each comment in Word.
- The final report will be in Word and an Adobe acrobat PDF.
- The Consultant team will use the Draft Countywide Planning Policies 2025 Periodic Update (March 2024)



- The Consultant team will work within the established public participation plan adopted by the County Commissioners on October 10, 2023.

## **Subtask 05-02 - Update capital facilities, utilities, shoreline, and parks & recreation elements**

The Resilience sub element goals and policies will also be included in other sub elements, goals and policies will be cross referenced into a matrix for the capital facilities, utilities and parks and recreation elements. The matrix will include the climate goal and identification of how the goal is cross referenced in the other elements.

Island County also includes the Shoreline Element in its Comprehensive Plan. This element will also be included in the matrix along with a review of the critical areas for any potential updates needed for critical areas.

### **Deliverables**

- Draft matrix of climate goals and cross-referenced elements of the comprehensive plan
- Response to comments
- Final matrix of climate goals and cross-referenced elements of the comprehensive plan

### **Assumptions**

- The consultant will produce a draft matrix for County review in Microsoft Word and track changes
- The consultant will address each comment in Word.
- The final matrix will be in Word and an Adobe acrobat PDF.
- The Consultant team will use the Draft Countywide Planning Policies 2025 Periodic Update (March 2024)
- The Consultant team will work within the established public participation plan adopted by the County Commissioners on October 10, 2023.
- The following elements are included in this task:
  - Utilities
  - Capital Facilities
  - Parks and Recreation
  - Shoreline
- The Natural Resource Element (Critical Areas Ordinance) will be reviewed. The Consultant will recommend any updates they may be necessary or include climate goals.

## **Subtask 05-03 - Briefing on draft policies and goals to stakeholders, elected officials and community**

It is important to integrate community members into the planning process early to provide them opportunities in shaping and implementing policies. The Consultant will support County staff through the Public Participation Plan. This work will include assisting with briefing presentations, communication material review and workshop support. The consultant also will review public information produced concerning climate resiliency for technical accuracy.

### **Deliverables**

- The consultant will facilitate three - 2.5-hour workshops plus 0.5 hours pre/post meeting. One workshop for internal County staff.
- Up to five briefing packets (agendas, PowerPoints, notes, written response to questions (short response))
- Up to three white papers (2-3 pages) providing more detail on climate element questions from the Planning Commission and/or Board of County Commissioners.

### **Assumptions**

- The Consultant team will not be responsible for organizing meetings or providing logistics
- Consultant will review any material used by county staff or other consultants to brief city staff, county boards/commissions, community groups, and elected officials to align with messages and feasibility of actions/measures (up to 10 hours).
- The Consultant does not provide translation services and will assist with developing plain language material for translation.

## **Task 6 – Climate Element**

The objective of this task is to develop and write the Climate Element for the Island County Comprehensive Plan 2025 Update.

Washington State Department of Commerce recommends that a jurisdiction develop a climate element, and then cross-reference the goals and policies with all the applicable goals and policies in the other elements.

Previous tasks have incorporated goals and policies related to the climate element into other elements. This task is to write the climate element, resiliency sub element for the Island County Comprehensive Plan Update 2025.

### **Deliverables**

- Draft Climate Element, Resiliency Sub Element
- Response to comments

- Final Climate Element, Resiliency Sub-Element

### **Assumptions**

- The consultant will produce a draft report for County review in Microsoft Word and track changes
- The County will provide a template for its Comprehensive Plan in Word
- The consultant will address each comment in Word.
- The final report will be in Word and PDF.
- The Consultant team will use the Draft Countywide Planning Policies 2025 Periodic Update (March 2024)

## **Task 07 – High Priority Resiliency Measures and Feasibility (OPTIONAL)**

The objective of this task is to identify measures to build resiliency and develop a prioritized list of measures for the County to implement to build resiliency.

The planning processes includes selecting climate measures for the Island County comprehensive plan. This task describes the selecting measures. The Menu of Measures contains examples of goals and supportive policies. Your team will review the measures and select ones that will build resilience and mitigate emissions in your jurisdiction. Most measures will need to be adapted to reflect local conditions and priorities before adding them to your comprehensive plan. These measures are the core of the model element that the state team was charged to deliver.

The climate measures should include the following attributes:

- Promote measures that include other environmental, economic, and social co-benefits in addition to addressing climate impacts.
- Prioritize actions in communities that will disproportionately suffer from compounding environmental impacts and natural hazards due to climate change; and,
- Provide options that will support housing diversity.

Once a list of resiliency measures is identified the measures will be prioritized using a multi-criteria analysis (MCA). The MCA will consist of the following criteria at a minimum.

- Effectiveness
- Co-benefits
- Timeframe of Benefit
- Equity

Each criterion will be weighted based on feedback received and used to evaluate each measure through a workshop with Island County staff.

High priority measures will undergo additional evaluation with following criteria:

- Unintended impacts
- Feasibility
- Cost/funding availability
- Timeframe
- Political and/or Public Support

## **Deliverables**

- Draft Climate Resiliency Measures Report (10-15 pages)
- Response to County Comments
- Final Report

## **Assumptions**

- The consultant will produce a draft report for County review in Microsoft Word and track changes.
- The consultant will address each comment in Word.
- The final report will be in Word and an Adobe acrobat PDF.
- The consultant will facilitate one workshop with County staff to score and rank resiliency measures.
- The consultant team will provide a preliminary ranked measures list to County staff.
- The Consultant will provide cost, feasibility, and funding availability for up to six measures.
- The cost, feasibility and funding availability are based on known information in 2024. Costs will include potential escalation based on timeframe to implement.
- Funding availability will be researched in Task 8.

## **Task 8 – Research Funding Availability (OPTIONAL)**

Our team will review the national, state, and foundation grants that relate to the resilience measures to find potential matches. For the ones that seem to fit, we will document the basics of the grant via annotation and provide the links to the source materials.

## **Deliverables**

- One grant matrix with grant name, issuing agency (source), potential opportunity dates and grant schedule if known.

**Assumptions**

- Based on 2024 information and programs.

**Task 9 – Unanticipated Services**

As requested by the County's project manager and agreed to in writing by Parametrix, additional services will be provided. Dollars in this task are only authorized by the project manager in writing after receiving a scope and budget.

| Task & Subtask                                                                                  |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               | Black & Veatch |          |               |  |  | Expenses |  | Subtotal Cost |  |
|-------------------------------------------------------------------------------------------------|-------------|--------------|------------|--------------|-------------|--------------|------------------|--------------------|----------------|------------------|-------------|---------------|-----------------|---------------|----------------|----------|---------------|--|--|----------|--|---------------|--|
| John Phillips                                                                                   | Beth Miller | Suzzy Godber | Marl Orama | Ein Ferguson | Matilda Ewy | Chad Tinsley | Deb Featherstone | Elizabeth Belanger | Allison Baxter | Project Controls | Non Planner | Melissa Crane | Project Control | Project Admin | Labor Cost     | Expenses | Subtotal Cost |  |  |          |  |               |  |
| \$771                                                                                           | \$137       | \$110        | \$248      | \$213        | \$300       | \$152        | \$171            | \$152              | \$174          | \$255            | \$255       | \$263         | \$160           | \$105         |                |          | \$22,945      |  |  |          |  |               |  |
| Project management and administration                                                           |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 24                                                                                              | 2           | 2            | 2          | 2            | 2           | 2            | 2                | 0                  | 12             | 12               | 24          | 0             | 12              | 12            | \$22,945       | \$600    | \$22,945      |  |  |          |  |               |  |
| Communication & planning with the project team, involving & progress                            |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 24                                                                                              | 2           | 2            | 2          | 2            | 2           | 2            | 2                | 12                 | 12             | 12               | 24          | 20            | 0               | 0             | \$24,385       | \$0      | \$24,385      |  |  |          |  |               |  |
| Data analysis and research to understand existing community assets                              |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 10                                                                                              | 10          | 26           | 6          | 2            | 6           | 12           | 0                | 0                  | 0              | 0                | 24          | 4             | 4               | 4             | \$7,653        | \$0      | \$7,653       |  |  |          |  |               |  |
| Identify and collect data on social, economic, and environmental assets                         |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 4                                                                                               | 8           | 8            | 4          |              | 4           | 10           |                  |                    |                |                  | 8           | 8             | 8               | 8             | \$5,904        | \$0      | \$5,904       |  |  |          |  |               |  |
| Explore hazards and changes in climate                                                          |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 2                                                                                               | 8           | 8            |            |              |             |              |                  |                    |                |                  | 10          | 10            | 10              | 10            | \$7,024        | \$0      | \$7,024       |  |  |          |  |               |  |
| Pair assets and hazards and describe exposure consequences                                      |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 2                                                                                               | 2           | 2            | 2          | 2            | 2           | 2            | 2                | 2                  | 2              | 2                | 2           | 2             | 2               | 2             | \$3,804        | \$0      | \$3,804       |  |  |          |  |               |  |
| Identify priority climate hazards                                                               |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 16                                                                                              | 8           | 32           | 8          | 8            | 8           | 0            | 8                | 0                  | 0              | 0                | 16          | 8             | 0               | 0             | \$22,465       | \$0      | \$22,465      |  |  |          |  |               |  |
| Audit of existing plans and policies for climate resilience                                     |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 8                                                                                               | 8           | 8            | 8          | 8            | 8           | 8            | 8                | 8                  | 8              | 8                | 8           | 8             | 8               | 8             | \$13,922       | \$0      | \$13,922      |  |  |          |  |               |  |
| Review existing plans for climate gaps and opportunities                                        |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 8                                                                                               | 24          | 8            |            |              |             |              |                  |                    |                |                  |             |               |                 |               | \$6,543        | \$0      | \$6,543       |  |  |          |  |               |  |
| Draft & Final Summary & Gaps Memo                                                               |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 12                                                                                              | 13          | 28           | 8          | 4            | 8           | 60           | 0                | 0                  | 0              | 0                | 30          | 20            | 0               | 0             | \$37,094       | \$0      | \$37,094      |  |  |          |  |               |  |
| Assessment of vulnerability and risk (if needed)                                                |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 4                                                                                               | 10          | 10           |            |              |             | 40           |                  |                    |                |                  |             |               |                 |               | \$8,649        | \$0      | \$8,649       |  |  |          |  |               |  |
| Assess adaptive capacity and sensitivity                                                        |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 4                                                                                               | 8           | 8            | 4          | 4            | 4           | 20           |                  |                    |                |                  | 20          | 10            |                 |               | \$16,638       | \$0      | \$16,638      |  |  |          |  |               |  |
| Characterize vulnerability and risk                                                             |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 4                                                                                               | 10          | 10           | 4          | 4            | 4           | 4            |                  |                    |                |                  | 10          | 10            |                 |               | \$11,806       | \$0      | \$11,806      |  |  |          |  |               |  |
| Document actions to reduce or accept risks                                                      |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 44                                                                                              | 0           | 48           | 15         | 52           | 24          | 0            | 0                | 0                  | 0              | 0                | 20          | 20            | 0               | 0             | \$48,292       | \$0      | \$48,292      |  |  |          |  |               |  |
| Integration of climate resilience goals and policies                                            |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 6                                                                                               | 6           |              |            | 16           |             |              |                  |                    |                |                  | 4           | 4             | 4               |               | \$7,282        | \$0      | \$7,282       |  |  |          |  |               |  |
| Develop any new goals and policies for resiliency                                               |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 6                                                                                               | 6           |              | 4          | 4            | 4           |              |                  |                    |                |                  | 4           | 4             | 4               |               | \$7,808        | \$0      | \$7,808       |  |  |          |  |               |  |
| Identify policy co-benefits                                                                     |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 6                                                                                               | 16          | 16           |            | 16           |             |              |                  |                    |                |                  | 4           | 4             | 4               |               | \$9,045        | \$0      | \$9,045       |  |  |          |  |               |  |
| Integrate goals and policies into land use element                                              |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 6                                                                                               | 8           | 8            | 8          | 16           | 16          | 4            |                  |                    |                |                  | 4           | 4             | 4               |               | \$11,641       | \$0      | \$11,641      |  |  |          |  |               |  |
| Assist County staff with updating capital facilities, utilities and parks & recreation elements |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 20                                                                                              | 4           | 20           | 4          | 4            | 4           | 4            |                  |                    |                |                  | 4           | 4             | 4               |               | \$12,517       | \$0      | \$12,517      |  |  |          |  |               |  |
| Briefing on draft policies & goals to stakeholders, elected officials and community             |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 8                                                                                               | 8           | 16           | 8          | 8            | 8           | 8            | 0                | 0                  | 0              | 0                | 4           | 4             | 4               | 0             | \$13,930       | \$0      | \$13,930      |  |  |          |  |               |  |
| Climate element                                                                                 |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 8                                                                                               | 16          | 8            | 8          | 8            | 8           |              |                  |                    |                |                  | 4           | 4             | 4               |               | \$13,930       | \$0      | \$13,930      |  |  |          |  |               |  |
| 8                                                                                               | 16          | 8            | 8          | 8            | 8           |              |                  |                    |                |                  | 4           | 4             | 4               |               | \$13,930       | \$0      | \$13,930      |  |  |          |  |               |  |
| Draft & Final Climate element                                                                   |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 24                                                                                              | 32          | 40           | 12         | 0            | 28          | 0            | 8                | 0                  | 0              | 0                | 16          | 16            | 0               | 0             | \$34,218       | \$0      | \$34,218      |  |  |          |  |               |  |
| High Priority Resiliency Measures and Feasibility (Optional)                                    |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 16                                                                                              | 16          | 24           | 8          | 24           |             |              |                  |                    |                |                  | 8           | 8             |                 |               | \$20,448       | \$0      | \$20,448      |  |  |          |  |               |  |
| Prioritization Workshop                                                                         |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 8                                                                                               | 16          | 16           | 4          | 4            | 4           |              | 8                |                    |                |                  | 8           | 8             |                 |               | \$13,770       | \$0      | \$13,770      |  |  |          |  |               |  |
| Draft & Final Measures Report                                                                   |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 4                                                                                               | 4           | 0            | 8          | 0            | 0           | 0            | 0                | 0                  | 0              | 0                | 4           | 4             | 0               | 0             | \$5,267        | \$0      | \$5,267       |  |  |          |  |               |  |
| Research Funding Availability                                                                   |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 4                                                                                               |             | 8            |            |              |             |              |                  |                    |                |                  | 4           | 4             | 8               |               | \$5,267        | \$0      | \$5,267       |  |  |          |  |               |  |
| Research Funding Availability                                                                   |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| Unanticipated Services (Optional)                                                               |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| 147                                                                                             | 78          | 200          | 60         | 76           | 84          | 74           | 74               | 12                 | 12             | 138              | 96          | 12            | 12              |               | \$208,596      |          | \$208,596     |  |  |          |  |               |  |
| Totals                                                                                          |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |
| \$258,596                                                                                       |             |              |            |              |             |              |                  |                    |                |                  |             |               |                 |               |                |          |               |  |  |          |  |               |  |

U.S. Department of Homeland Security  
FEMA Region 10  
130 – 228<sup>th</sup> Street, SW  
Bothell, Washington 98021



# FEMA

December 20, 2023

The Honorable Janet St. Clair  
Chairwoman, Board of Commissioners  
Island County Commissioners Office  
P.O. Box 5000  
1 NE 7<sup>th</sup> Street, Room #214  
Coupeville, Washington 98239

Re: National Flood Insurance Program Participation – Conclusion of Probationary Status

Dear Chairwoman St. Clair:

This letter is to inform you that the United States Department of Homeland Security's Federal Emergency Management Agency (FEMA) will end Island County's probationary status with the National Flood Insurance Program (NFIP) on August 30, 2024.

FEMA extends its congratulations and appreciation to the Island County Planning Department on the changes made in the implementation and enforcement of the floodplain management program to ensure consistency and compliance with the regulations adopted by Island County as participants in the NFIP. These changes were necessary to continue this vital program that serves the constituents of Island County in helping minimize the hazards and damages caused by flooding and allowing for the continued availability of affordable flood insurance policies through the NFIP for its citizens. All violations identified in the Community Assistance Visit from 2013 have been resolved. A special thank you for the hard work and dedication by the Planning Department in the remediation of violations.

FEMA remains committed to assisting the County in continuing its effective floodplain management program to protect public health, safety, and welfare of its community. If you have any questions or need technical assistance on any aspect of the floodplain management program, please do not hesitate to reach out to either FEMA or the State of Washington Department of Ecology.

Sincerely,

A handwritten signature in black ink, appearing to read "Willie G. Nunn", is written over a horizontal line.

Digitally signed by WILLIE  
G NUNN  
Date: 2023.12.20  
14:24:58 -08'00'

Willie G. Nunn  
Regional Administrator

cc: Jill Johnson, Island County Commissioner  
Melanie Bacon, Island County Commissioner  
Mary Engle, Island County Planning Director  
Amanda Richardson, Washington State Department of Ecology, State NFIP Coordinator  
John Graves, FEMA Region 10 Floodplain Management and Insurance Branch Chief  
Suzanne Sarpong, FEMA Region 10 Floodplain Management Specialist

[www.fema.gov](http://www.fema.gov)



# Fire Inspector - Building Inspector Series

Class Code:  
NewFireInspTBD  
(PLANNING)

Bargaining Unit: AFSCME 1845

ISLAND COUNTY

Established Date: May 10, 2023

Revision Date: May 10, 2023

## SUMMARY:

Seeking an employee who is self-managing, a high performer, accountable, detail oriented and provides superior customer service. Must have a passion for public service and experience and qualifications to perform fire inspections on commercial properties county wide.

**Fire/Building Inspector 1**, grade C-11:

**Fire/Building Inspector 2**, grade C-12:

**Fire/Building Inspector 3**, grade C-13:

## JOB DUTIES:

- Conduct annual onsite visits to business and commercial venues and ensure compliance with code, ordinances and compatible uses with occupancy permits.
- Investigate fire code complaints and work with code enforcement to address and resolve violations.
- Maintain written and electronic records and understand proper record retention.
- Analyze and compile data to determine common violations, develop public education programs and materials to promote voluntary compliance with the required codes and regulations.
- Participate in joint investigations with the various Fire Departments in Island County.
- Identify and make recommendations for modifications to the code and policies.
- Under direction of the Building Official, perform assessments of potentially damaged structures to ensure safe occupation.
- Enforce laws, codes and ordinances with tact and equity.



- Establish and maintain effective working relationships with co-workers, customers and associates.
- Communicate effectively both orally and in writing.
- Ability to learn and apply new techniques.
- Make good decisions under pressure.
- Perform other duties as assigned.

## **KNOWLEDGE, SKILLS & ABILITIES:**

Knowledge of:

- Applicable Building codes
- National Fire Protection Association codes
- Common fire hazards
- Fire investigation techniques
- Familiarity with complex fire suppression systems, alarm systems, construction methods and stages of construction.

Have the following skills and abilities:

- Familiarity with computers
- Use of electronic data management
- Conflict resolution techniques
- Organized and ability to prioritize daily and annual work
- Ability to present to and educate the general public
- Operate computer and software packages

## **EDUCATION, EXPERIENCE & CERTIFICATIONS:**

- Completion and certification from a 1-year fire inspection training program, or 3 years experience in any of the following: fire fighter, land use, insurance, civil or criminal investigation.
- Valid Washington State driver's license
- Certification as a Fire inspector by the ICC or NFPA, required within 1 year of hiring.

## **SUPERVISION RECEIVED:**

Supervision is received from the Building Official or Assistant Building Official.

Once trained, the employee in this position works independently managing their annual work load, is required to meet deadlines and timelines of assignments and reporting.

Work is reviewed and monitored for performance by the Building division management team.

## **INTERLOCAL AGREEMENT BETWEEN ISLAND COUNTY AND FIRE DISTRICTS RELATING TO FIRE INSPECTION SERVICES**

**THIS INTERLOCAL AGREEMENT** ("Interlocal Agreement" or "Agreement") is entered into by and between Island County, a political subdivision of the State of Washington (the "County"), and the following fire protection districts, political subdivisions of the State of Washington and municipal corporations (collectively "Fire Districts"): Island County Fire District #1, North Whidbey Fire and Rescue ("NWFR"), South Whidbey Fire/EMS ("SWFE"), and Central Whidbey Island Fire and Rescue ("CWIFR"), collectively referred to as the "Parties."

### **RECITALS**

**WHEREAS**, local governmental authority and jurisdiction with respect to the State Building Code and the International Fire Code is codified in Chapter 19.27 RCW and Title 14 of Island County Code and within the unincorporated areas of Island County this authority and jurisdiction resides with the County; and

**WHEREAS**, the International Fire Code provides for inspections of public property and privately owned property used by the public to ensure compliance with the requirements of the code; and

**WHEREAS**, the Fire Districts and the County desire the Fire Districts to act as approved agencies, as authorized by Section 106.2 of the International Fire Code, to discharge the duties of fire inspections on behalf of the County; and

**WHEREAS**, each Fire District shall perform fire inspection duties on behalf of the County within the geographic boundaries of their respective district; and

**WHEREAS**, designated buildings and structures under Island County Code Chapter 14.03A are subject to an annual fire inspection; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 39.34 RCW, allows public agencies to enter in to Interlocal agreements setting forth the conditions of providing services to one another;

**NOW, THEREFORE**, the Parties hereby agree as follows:



## ARTICLE I - PURPOSE OF AGREEMENT

This Interlocal Agreement allows the Fire Districts to perform fire inspection services on behalf of the County as the approved agency acting for the County's Building Official, in accordance with the terms and provisions of International Fire Code Section 106.2 and Island County Code Chapter 14.03A, as adopted by the County.

## ARTICLE II - STATEMENT OF RESPONSIBILITIES

### 1. The Parties agree that the following are joint responsibilities:

- a. To conduct an annual review of the fire inspection services in March of each year to evaluate the effectiveness of the program for the preceding year, to identify any potential amendments to this Interlocal Agreement that are necessary, and to evaluate whether additional resources or training are necessary to support the process;
- b. To present any recommendations which result from the annual review to the Board of County Commissioners and Fire District Boards by the Fire Chiefs and the Building Official;
- c. To present annual reports of fire inspection services to the other party to assure accountability;
- d. To comply with record requirements - All records and documents associated with fire inspection services are considered public records pursuant to Chapter 42.56 RCW; and
- e. The County and the Fire Districts will maintain uniform forms for fire inspections.

### 2. County Responsibilities:

- a. The County shall pay each Fire District for the services described herein the amount of 70% of the fire inspection fees actually received by the County for each occupancy inspected by each Fire District, payable in quarterly installments at the end of each quarter.
- b. The County shall not relinquish enforcement powers pursuant to Island County Code, including enforcement of the International Fire Code.
- c. The County shall continue to be responsible for the issuance of all required permits or certificates under the Building Code and International Fire Code.
- d. When a notice of violation is forwarded to the County by the Fire District, the County shall investigate within 30 days.
- e. The County Building Official shall provide a list of permits issued by the County within each Fire District to that Fire District.



2. Indemnification of the Fire Districts. The County shall indemnify and defend the Fire Districts, their officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from County's performance under this Agreement, provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the negligence of the Fire Districts, their officers, agents, or employees, County's indemnification obligation hereunder shall be limited to County's proportionate share of liability as agreed to by the Parties to this Agreement or determined by a court of competent jurisdiction.
3. Nothing contained in this section or Agreement shall be construed to create a liability or a right of indemnification by any third party.
4. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
5. The foregoing indemnity provisions are specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

#### **ARTICLE XI - INTERLOCAL COOPERATION ACT**

The Parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement.

#### **ARTICLE XII – FILING AND PUBLIC NOTICE**

Pursuant to RCW 39.34.040, prior to this Interlocal Agreement being in force a copy of the executed Agreement shall be listed by subject on the web site of the County.

#### **ARTICLE XIII - NEUTRAL AUTHORSHIP**

Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all Parties hereto. No presumption or other rules of construction, which would interpret the provisions of this Agreement in favor of or against the Party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

## ARTICLE VIII - COMPLIANCE WITH LAW

The Parties, in the performance of this Agreement, agree to comply with all applicable local, state, and federal laws and regulations applicable to the activities contemplated herein.

## ARTICLE IX – NOTICES

All required notices to be given under this Agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when postmarked after deposit in the U.S. mail.

Board of Island County Commissioners  
Clerk of the Board  
PO Box 5000  
Coupeville, WA 98239

Island County Fire District #1  
811 North Sunrise Road  
Camano Island, WA 98282

North Whidbey Fire and Rescue  
770 NE Midway Blvd.  
Oak Harbor, WA 98277

South Whidbey Fire/EMS  
5535 Cameron Road  
Freeland, WA 98249

Central Whidbey Island Fire and Rescue  
1164 Race Road  
Coupeville, WA 98239

## ARTICLE X - HOLD HARMLESS AND INDEMNIFICATION

1. Indemnification of the County. The Fire Districts shall indemnify and defend the County and their officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from the Fire District's performance under this Agreement, provided, to the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the negligence of the County, their officers, agents, or employees, the Fire District's indemnification obligation hereunder shall be limited to the Fire District's proportionate share of liability as agreed to by the Parties to this Agreement or determined by a court of competent jurisdiction.



- h. The Fire Districts shall notify the County Building Official of any complaints regarding potential fire hazards found on private property and shall coordinate compliance actions through the County, wherever applicable.
- i. The Fire Districts shall provide copies of all fire inspections and associated records to the County within 5 days of the completion of the inspection.
- j. Each Fire District shall provide the County Building Official with an annual summary report of fire inspection services.
- k. In the event a Fire District does not have sufficient resources to provide all of the fire inspections identified herein, the Fire District shall notify the County in writing and the Fire District will not be required to conduct inspections beyond its resources.

### **ARTICLE III - EFFECTIVENESS AND DURATION**

This Agreement shall become effective upon approval of the Parties and shall continue automatically until it is modified or terminated under the provisions of Article V or Article XIV.

### **ARTICLE IV - ADMINISTRATION**

This Agreement shall be administered for the County by the Planning Director or the Director's designee and for the Fire District by their respective Fire Chiefs or the Chief's designee(s).

### **ARTICLE V - MODIFICATIONS**

- 1. Modifications to this Agreement may be proposed by any of the five Parties, and shall become effective upon written approval by all Parties.
- 2. This Interlocal Agreement may be modified at any time by mutual consent as long as the modification is provided in writing and signed by all Parties.

### **ARTICLE VI - INTEGRATION CLAUSE**

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. All Parties have read and understand this Interlocal Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce the other to execute the same.

### **ARTICLE VII - REAL AND PERSONAL PROPERTY**

No real property is exchanged by operation of this Agreement. Any real or personal property used by any of the Parties in connection with this Agreement will be acquired, held, and disposed of by that Party in its discretion, and the other Party will have no joint or other interest herein.



### 3. The Fire Districts' Responsibilities.

- a. The Fire Districts agree to perform inspections as the approved agency acting for the County's Building Official in accordance with Chapter 14.03A ICC and the terms and provisions of the International Fire Code, as adopted by the County.
- b. The Fire Districts agree to inspect the following classes of occupancies, buildings, or structures:
  - i. Occupancy groups A (Assembly), B (Business), E (Education), F (Factories), H (Hazardous), I (Institutional), M (Mercantile), R-1 (Transient Residential), R-2 (Long Term Residential), R-4 (Day Care), and S (Storage).
  - ii. Occupancy group LC (Licensed Care), Child Day Care Facilities, and Adult Family Homes, pursuant to the state building code classifications.
  - iii. Buildings or structures in which Home Industries (as defined by Chapter 17.03 ICC) are conducted. The Home Industry defined as a Bed and Breakfast Inn (accommodations with guest rooms for 4 or more persons are included for purposes of fire inspection services). The Home Occupation defined as a Bed and Breakfast Room is exempt from required fire inspections.
  - iv. The Building Official may also exempt from fire inspection any establishments or occupancy groups inspected by the State Fire Marshal.
- c. Fire inspections shall be performed annually or when advised by the County of the need for an inspection or a change of business use. The Fire Districts further agree to make one re-inspection when required. Additional re-inspections that may be necessary will be coordinated with the County Building Official. The County shall notify the Fire District of the outcome of additional compliance inspection within 30 days. The Fire Districts acknowledge that the Planning and Community Development Department does not track changes in ownership and that Island County does not issue business licenses.
- d. Any actions that may be required for code compliance will be referred to the County Building Official for enforcement.
- e. The Fire Districts agree to check for permits or certificates required by the International Fire Code during fire inspections. When necessary, the Districts will notify the County Building Official of any expired or missing permits or certificates.
- f. The Fire Districts agree to collect and transmit to the County Building Official the owner and billing information at the time of conducting inspections.
- g. With approval of the Fire Chief, the Fire Districts shall provide "courtesy" inspections upon the request of property owners for the purpose of recognizing potential fire hazards in residences.



#### **ARTICLE XIV - DURATION AND TERMINATION**

This Agreement shall take effect upon full execution by the Parties and shall remain in effect until March 1 of each year hereafter unless terminated by written agreement of all Parties at any time, or upon any Party providing sixty days written notice of termination to the other Parties prior to March 1 of each year for the termination to be effective as of March 1. One or more Fire Districts terminating this agreement will not terminate the agreement among the other remaining Parties.

#### **ARTICLE XV - FINANCIAL RESPONSIBILITY**

Each party shall bear financial responsibility for its own respective share of work performed pursuant to this Agreement.

#### **ARTICLE XVI - AUTHORITY TO EXECUTE AGREEMENT**

The signatories below certify that they have the authority to enter into this Agreement and to bind the Parties to the terms and conditions of this Agreement.

#### **ARTICLE XVII - SEVERABILITY**

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date herein written.

#### **ISLAND COUNTY**

By: \_\_\_\_\_

Jill Johnson, Chair  
Board of County Commissioners  
Island County, Washington

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

Attest:

By: \_\_\_\_\_

Debbie Thompson  
Clerk of the Board

Date

**ISLAND COUNTY FIRE DISTRICT #1**

By: [Signature]  
\_\_\_\_\_, Chair  
Island County Fire District #1

Date: 12/11/13

**NORTH WHIDBEY FIRE AND RESCUE**

By: \_\_\_\_\_  
\_\_\_\_\_, Chair  
North Whidbey Fire and Rescue

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

**SOUTH WHIDBEY FIRE/EMS**

By: Mike Helland  
\_\_\_\_\_, Chair  
Mike Helland, Chair  
South Whidbey Fire/EMS

Date: 8-13-13

**CENTRAL WHIDBEY ISLAND FIRE AND RESCUE**

By: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Central Whidbey Island Fire and Rescue

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

**ISLAND COUNTY FIRE DISTRICT #1**

By: \_\_\_\_\_

\_\_\_\_\_, Chair  
Island County Fire District #1

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

**NORTH WHIDBEY FIRE AND RESCUE**

By: 

\_\_\_\_\_, Chair  
North Whidbey Fire and Rescue

Date: 2/11/14

**SOUTH WHIDBEY FIRE/EMS**

By: \_\_\_\_\_

\_\_\_\_\_, Chair  
South Whidbey Fire/EMS

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

**CENTRAL WHIDBEY ISLAND FIRE AND RESCUE**

By: \_\_\_\_\_

\_\_\_\_\_, Chair  
Central Whidbey Island Fire and Rescue

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

**ISLAND COUNTY FIRE DISTRICT #1**

By: \_\_\_\_\_

\_\_\_\_\_, Chair  
Island County Fire District #1

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

**NORTH WHIDBEY FIRE AND RESCUE**

By: \_\_\_\_\_

\_\_\_\_\_, Chair  
North Whidbey Fire and Rescue

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

**SOUTH WHIDBEY FIRE/EMS**

By: Mike Helland

\_\_\_\_\_, Chair  
Mike Helland, Chair  
South Whidbey Fire/EMS

Date: 8-13-13

**CENTRAL WHIDBEY ISLAND FIRE AND RESCUE**

By: \_\_\_\_\_

\_\_\_\_\_, Chair  
Central Whidbey Island Fire and Rescue

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



**ISLAND COUNTY FIRE DISTRICT #1**

By: \_\_\_\_\_

\_\_\_\_\_, Chair  
Island County Fire District #1

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

**NORTH WHIDBEY FIRE AND RESCUE**

By: \_\_\_\_\_

\_\_\_\_\_, Chair  
North Whidbey Fire and Rescue

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

**SOUTH WHIDBEY FIRE/EMS**

By: \_\_\_\_\_

\_\_\_\_\_, Chair  
South Whidbey Fire/EMS

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

**CENTRAL WHIDBEY ISLAND FIRE AND RESCUE**

By: Cheryl J. Engle

\_\_\_\_\_, Chair  
Central Whidbey Island Fire and Rescue

Date: Feb. 12, 2014

14.03A.010 - Findings.

The Board of County Commissioners of Island County, Washington, finds that:

- A. This chapter is necessary to more efficiently and effectively enforce the International Fire Code and to better protect the public safety through a program of systematic inspection.
- B. It is fair and also necessary because of limited county resources that the person responsible for premises to be inspected pay a fee sufficient to at least defray the cost to the county of the inspection, administration, and enforcement of the Uniform Fire Code.

(Ord. C-21-87, June 22, 1987, effective August 1, 1987, vol. 27, p. 96; amended by Ord. C-75-04 [PLG-012-04], July 26, 2004, effective July 1, 2004, vol. 2004, p. 218)

14.03A.020 - Definitions.

The terms "chief" or "fire prevention bureau" as found in the International Fire Code for the purposes of this chapter shall mean and include the Island County Building Official and his designees.

(Ord. C-21-87, June 22, 1987, effective August 1, 1987, vol. 27, p. 96; amended by Ord. C-172-91, December 16, 1991, vol. 33, p. 265; amended by Ord. C-75-04 [PLG-012-04], July 26, 2004, effective July 1, 2004, vol. 2004, p. 218)

14.03A.030 - Annual inspection—Notice of occupancy.

- A. Buildings or structures in occupancy groups A, B, E, F, H, I, LC as conditioned in the code, M, R-1, R-2 as conditioned in the code, R-4, S, child day care, adult homes, and family homes as defined by the International Fire Code, and future editions of the International Fire Code as may in the future be in effect in Island County, and buildings or structures in which home industries are conducted under the Island County Zoning Ordinance, chapter 17.03, shall be subject to an annual fire inspection by the Island County Building Official or his designee. That home industry commonly known as a bed and breakfast which has guest accommodations for three (3) or less persons is exempt from the inspection. The Building Official may also exempt from inspection those places inspected by the State Fire Marshal.
- B. No person shall begin or commence an occupancy or home industry subject to inspection under this chapter after the first day of August, 1987, without first having the fire inspection. If no occupancy inspection has occurred within five (5) working days of written application therefor, occupancy may commence and continue, subject to a subsequent satisfactory inspection.

(Ord. C-21-87, June 22, 1987, effective August 1, 1987, vol. 27, p. 96; amended by Ord. C-172-91, December 16, 1991, vol. 33, p. 265; amended by Ord. C-75-04 [PLG-012-04], July 26, 2004, effective July 1, 2004, vol. 2004, p. 218)

14.03A.040 - Fees.

Fees shall be charged for the inspections based upon the square footage of the occupancy inspected, as adopted by resolution of the Board of Island County Commissioners.

The fee is not prorated for mid-year inspections. This fee schedule applies to the initial fire inspection and, if a notice of violation is issued, also covers a second inspection to check on compliance. An additional fee of fifty dollars (\$50.00) per inspection shall be charged for each reinspection beyond the second inspection when subsequent compliance checks are needed within the same calendar year. No fees shall be charged to a fire protection district located entirely or partly within Island County, in consideration of the services provided to Island County by the fire protection districts.

(Ord. C-21-87, June 22, 1987, effective August 1, 1987, vol. 27, p. 96; amended by Ord. C-59-90, May 7, 1990, vol. 31, p. 123; amended by Ord. PLG-043-93, January 10, 1994, vol. 36, p. 402)

#### 14.03A.050 - Receipt.

The Building Official shall issue a receipt for payment of the inspection fee. The person responsible for carrying on or causing the occupancy shall pay the fee, shall post the receipt in a conspicuous place on the premises, and shall show it on request to the Building Official or his designee. The receipt shall not excuse violations of law.

(Ord. C-21-87, June 22, 1987, effective August 1, 1987, vol. 27, p. 96; amended by Ord. C-172-91, December 16, 1991, vol. 33, p. 265)

#### 14.03A.060 - Responsibility of landlord.

When any building or premises are rented or leased or when use, occupancy, or control of any building or premises is divided, the owner or landlord shall be the responsible party under this chapter for those portions of the building or premises which remain under his control, use, or occupancy and for common or shared areas such as entrances, halls, restrooms, storage rooms, and parking lots.

(Ord. C-21-87, June 22, 1987, effective August 1, 1987, vol. 27, p. 96)

#### 14.03A.070 - Penalty and enforcement authority.

A. **Penalty.** It shall be unlawful and punishable as a civil infraction under Chapter 7.80 RCW for any person or corporation to:

1. Refuse entry to the Building Official or his designee for the purpose of conducting the inspection or reinspection after the official has identified himself, stated his purpose to inspect, and displayed a search warrant for inspection, or to obstruct or interfere with the inspection or reinspection (a Class 1 civil infraction);
2. Fail or refuse to post the receipt as required by this chapter (a Class 4 civil infraction);
3. Fail or refuse to show the receipt to the Building Official or his designee upon request (a Class 4 civil infraction);
4. Fail or refuse to pay the fee for the inspection or reinspection in accordance with this chapter (a Class 1 civil infraction);

5. Begin an occupancy or home industry subject to inspection under this chapter after the first day of August, 1987, without first having the fire inspection (a Class 4 civil infraction);
6. Fail to abate or cure a fire hazard or International Fire Code violation when ordered or notified to do so by the Building Official (a Class 1 civil infraction).

Each day or portion thereof during which any infraction occurs or continues shall be a separate infraction and separately punishable. Adjudication of the infraction shall not excuse the violation or a continuation of the violation.

B. **Enforcement authority.** The Island County Building Official and his designees, the Island County Sheriff and his deputies, and any other law enforcement officer are enforcement officers within the meaning of Chapter 7.80 RCW. This provision shall not limit any other authority of these persons.

(Ord. C-21-87, June 22, 1987, effective August 1, 1987, vol. 27, p. 96; amended by Ord. C-52-91, April 1, 1991, vol. 32, p. 291; amended by Ord. C-172-91, December 16, 1991, vol., 33, p. 265; amended by Ord. C-75-04 [PLG-012-04], July 26, 2004, effective July 1, 2004, vol. 2004, p. 218)

#### 14.03A.080 - Other remedies.

Notwithstanding the existence or use of a civil infraction, the Building Official or Island County may seek other legal or equitable relief to enjoin any acts, omissions, or practices which constitute or will constitute a violation of this chapter, ordinances, or the International Fire Code.

(Ord. C-21-87, June 22, 1987, effective August 1, 1987, vol. 27, p. 96; amended by Ord. C-52-91, April 1, 1991, vol. 32, p. 291; amended by Ord. C-172-91, December 16, 1991, vol. 33, p. 265; amended by Ord. C-75-04 [PLG-012-04], July 26, 2004, effective July 1, 2004, vol. 2004, p. 218)

#### 14.03A.090 - Limitation of liability.

This chapter is not intended to create any class of persons to be benefited or protected or to create any reliance relationship between Island County or its officials and the owners, tenants, or users of any buildings, structures, or premises, or their successors. This chapter is not intended to create any duty running in favor of particular persons. The Building Official and his designees are not required to conduct inspections beyond the resources of Island County, and the failure to conduct an inspection or reinspection is not intended to create a liability. This chapter shall not be construed to hold Island County or its officials or employees responsible for any damage to persons or property by reason of any inspection or reinspection or any other action or omission taken pursuant to this chapter. The receipt in section 14.03A.050 is for accounting purposes and is not to be construed as proof of code compliance.

(Ord. C-21-87, June 22, 1987, effective August 1, 1987, vol. 27, p. 96; amended by Ord. C-172-91, December 16, 1991, vol. 33, p. 265)

#### 14.03A.100 - Severability.

The provisions of this chapter are declared to be separable, and if any provision or portion of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of this chapter and the application of such provision to other persons or circumstances shall not be affected thereby.





## ISLAND COUNTY PLANNING &amp; COMMUNITY DEPARTMENT 2024 ORG CHART

|                                                                                                                       |  |                      |                                         |                                    |                         |
|-----------------------------------------------------------------------------------------------------------------------|--|----------------------|-----------------------------------------|------------------------------------|-------------------------|
| DIRECTOR<br>MARY ENGLE                                                                                                |  |                      |                                         |                                    |                         |
|                                                                                                                       |  |                      |                                         |                                    |                         |
| ASSISTANT DIRECTOR<br>JONATHAN LANGE                                                                                  |  |                      |                                         |                                    |                         |
|                                                                                                                       |  |                      |                                         |                                    |                         |
| PLANNING MANAGER                                                                                                      |  | OFFICE MANAGER       | PERMIT MANAGER                          | BUILDING OFFICIAL                  |                         |
| Michael Beech                                                                                                         |  | Stephanie Montgomery | Jennifer Bartholomew                    | Tamra Patterson                    |                         |
|                                                                                                                       |  |                      |                                         |                                    |                         |
| PROGRAM COORDINATOR<br>Carol Strohschein                                                                              |  | GIS<br>Dale Purcell  | RECEPTIONIST<br>Vicki Mertins           | ASSISTANT OFFICIAL<br>Tony Merrill |                         |
|                                                                                                                       |  |                      |                                         |                                    |                         |
| PLANNERS                                                                                                              |  | CODE ENFORCEMENT     | LONG RANGE                              | ADMIN ASSIST<br>Mmandu Usoro       | PLANS EXAM & INSPECTORS |
| CURRENT USE<br>Austin Hoofnagle<br>Chloe Bonsen<br>Cindy White<br>Kayla Johnson<br>Shannon Zimmerman<br>Yumi Shridhar |  |                      | Emily Carr<br>Emily Neff<br>John Lanier | FIRE INSPECTOR<br>Chris Kohfield   |                         |
|                                                                                                                       |  |                      | CAMANO<br>Deanna Emery<br>Hanna McBane  |                                    |                         |
|                                                                                                                       |  |                      | WHIDBEY<br>Cassie Garrett               |                                    |                         |
| CRITICAL AREAS<br>Renee Zavas Silva<br>Travis Wilmot                                                                  |  |                      | Kari Sanders<br>Michelle Snachez-Roman  |                                    |                         |

updated 1/11/2024 Stephanie Montgomery



**ISLAND COUNTY PUBLIC HEALTH**

**WORK SESSION AGENDA**

**MEETING DATE: 2/7/2024**

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**To: Jill Johnson, Chair**  
**Board of Island County Commissioners**

**From: Shawn Morris, Director**

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

**DIVISION: Environmental**

**Agenda Item No.: 1**

**Subject: Joint Plan of Responsibility Agreement between Washington State Department of Health for regulation of water recreation facilities. Contract No.; CLH28875-0; No monetary amount.**

**Description:** Review and discuss Contract No. CLH31012 with Washington State Department of Health and request to move item to the next available consent agenda. Please see Executive Summary for overview.

**Attachment: Contract and Executive Summary**

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

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

**IT Review:** Not Applicable

**Budget Review:** Complete

**P.A. Review:** Not Applicable

*(Continued on next page)*

**DIVISION:** Dept of Natural Resources

**Agenda Item No.:** 2

**Subject:** Year 2 Amendment with Puget Sound Partnership for Island Local Integrating Organization. Contract No.; 2023-22; \$125,000.

**Description:** Review and discuss amendment that provides another year of contract work (October 1, 2023, through September 30, 2024), and \$125,000 to cover the costs of the LIO program over that period. Request to move item to the next available consent agenda, please see Executive Summary for overview.

**Attachment:** Contract and Executive Summary

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

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

**IT Review:** Not Applicable

**Budget Review:** Complete

**P.A. Review:** Complete

| <b>Joint Plan of Responsibility No. CLH28875-0 with WA Department of Health</b><br>- Executive Summary -<br><i>February 7<sup>th</sup> BOCC Work Session</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Summary</b>                                                                                                                                               | <p>Joint Plan of Responsibility Agreement No. CLH28875-0 with WA Department of Health to provide role clarity concerning the regulation of water recreation facilities in Island County.</p> <p>Water recreation facilities are an important source of entertainment for the citizens of this state. To promote public health, safety, and welfare, it is necessary to continue to regulate these facilities.</p> <p>This agreement requests that Island County have primary responsibility for all program elements relating to operating permits, inspections and responding to serious issues associated with water recreation facilities. It also requires Island County to provide the DOH with an annual summary of work done as part of this program.</p>                              |
| <b>Policy Context &amp; Community Engagement</b>                                                                                                             | <p>This agreement is pursuant to Chapters 70.90 RCW and Chapters 246-260 and 246-262 WAC, relating to water recreation facilities inspection. Currently water recreation facilities may be regulated by local health departments overseen by local boards of health. The local board of health may establish and collect fees sufficient to cover costs incurred in carrying out services, provided a customer is not required to submit fees at both the state and local levels.</p> <p>Staff are planning outreach to community partners involved in water recreational facilities regarding changing regulatory landscape, well in advance of planned implementation. Having local oversight may improve communications and coordination with community water recreational facilities.</p> |
| <b>Fiscal Impact</b>                                                                                                                                         | Impact to staff timing for carrying out required activities. We are estimating costs for staff to providing services without additional funding. Will develop items for our fee schedule to generate revenue to support staffing costs but will need time to develop and implement a sustainable approach.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Timeline</b>                                                                                                                                              | 2024 Q1: Develop fee schedule, procedures, and determine staffing. Bring to board of health for review in Spring 2024. Coordinate outreach to community partners. Q2: Implement new program and evaluate approaches, revising as needed in Q2-Q4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Recommendations</b>                                                                                                                                       | Consider fiscal impact and importance of generating new fees to support required services outlined in the agreement. With specific fees, work can be sustainably integrated into ongoing book of business, and we recommend accepting the contract based on factors outlined in this Executive Summary.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |





**JOINT PLAN OF RESPONSIBILITY Agreement**  
**Between**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF HEALTH**  
**And**  
**ISLAND COUNTY PUBLIC HEALTH**  
**FOR REGULATION OF WATER RECREATION FACILITIES IN ISLAND COUNTY**

**THIS AGREEMENT** is made and entered into by and between the DEPARTMENT OF HEALTH, hereinafter referred to as DOH, and ISLAND COUNTY PUBLIC HEALTH, hereinafter referred to as ICPH.

**THE PURPOSE OF THIS AGREEMENT** is to provide for a joint plan of responsibility (JPR) which delineates the responsibilities of DOH and ICPH with respect to the regulation of water recreation facilities (WRF) in Island County pursuant to Chapters 70.90 RCW and Chapters 246-260 and 246-262 WAC. This Agreement supersedes and replaces all prior Joint Plan of Responsibility Agreements between DOH and ICPH regarding water recreation facilities.

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

**GENERAL**

Enforcement of Chapter 70.90 RCW and administrative rules, Chapters 246-260 and 246-262 WAC, authorized by Chapter 70.90 RCW, shall be achieved by a joint plan of responsibility between DOH and any local health jurisdiction. DOH and ICPH agree that they will administer the provisions of these chapters within Island County according to the provisions of this joint plan of responsibility.

**COMMUNICATIONS**

DOH and ICPH agree to maintain an open dialogue between agencies in order to keep each other informed of significant policies being developed and actions being taken. The parties shall evaluate, at least annually, the implementation of this joint plan of responsibility and amend by mutual agreement as needed. The parties shall work together to ensure that there is an effective communications strategy when dealing with water recreation emergencies, security incidents and health risk situations related to water recreation facilities in Island County.

**STATEMENT OF RESPONSIBILITIES**

ICPH and DOH agree to carry out this joint plan of responsibility as set forth in Exhibit A, Statement of Responsibilities; attached hereto and incorporated herein. Subject to any qualification or clarification provided in the text of this agreement, primary responsibility for carrying out program functions shall be allocated between the parties as indicated in Exhibit A. The party with primary responsibility for a function shall perform that function on a day-to-day basis. The other party may provide advice or assistance as resources allow. Nothing herein shall preclude either party from taking primary responsibility, consistent with their statutory authority, for a function described in Exhibit A by mutual agreement or where an emergency exists.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall be from the date of execution until ten years from date of execution unless terminated sooner as provided herein.

**COSTS**

Any and all expenses incurred by the parties to this Agreement are the sole responsibility of the incurring party.

**ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part.

**AGREEMENT MANAGEMENT**



The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement. Either party may change its contact person by giving written notice to the other party.

The WRF Program Manager for DOH is:

David DeLong, RS  
Water Recreation Program Lead  
Office of Environmental Health & Safety  
P.O. Box 47824  
Olympia, WA 98504-7824  
Phone: (360) 236-3817  
E-Mail: david.delong@doh.wa.gov

The WRF Program Manager / Contact for ICPH is:

Heather Kortuem  
Environmental Public Health Manager  
Island County Public Health  
1 NE 7<sup>th</sup> Street  
Coupeville, WA 98239  
Phone: 509-843-3412  
E-Mail: h.kortuem@islandcountywa.gov

#### **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.

#### **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be resolved at the lowest possible management level. If resolution is not achieved through discussion by the parties, it shall be determined in the following manner: The Office Director of the Office of Environmental Health and Safety at DOH shall meet with the Environmental Health Director at ICPH to try and resolve the dispute. Failing a resolution at the management level, 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, contract 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 and local 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 laws and regulations;
- b. applicable local laws;
- c. Exhibit A, Statement of Responsibilities; and
- d. any other provisions of the Agreement, including materials incorporated by reference.

#### **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.

#### **PRIVACY/SAFEGUARDING OF INFORMATION**

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. "Personal Information" includes information protected from disclosure under Chapters 42.56, 70.02, 70.24, and 71.05 RCW, but does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

Neither ICPH nor DOH shall use or disclose Personal Information in any manner that would constitute a violation of federal or Washington State law. The parties agree to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

ICPH and DOH shall protect Personal Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification or loss and shall use it solely for the purposes of accomplishing the



services set forth in this Agreement. Both parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form.

#### **RECORDS MAINTENANCE**

The parties to this joint plan of responsibility shall each maintain documents and other records which sufficiently and properly reflect the performance of their respective duties described herein. All documents and other material related to permitting and regulatory activities regarding specific water recreation facilities shall be retained in accordance with each party's record retention plan or for a period of six years following the document date.

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 during this period. These records are subject to disclosure according to the state's public disclosure statutes and rules.

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. 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.

#### **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.

#### **TERMINATION**

Either party may terminate this Agreement upon 30 days prior written notification to the other party.

#### **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 the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### **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.

#### **ALL WRITINGS CONTAINED HEREIN**

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

State of Washington  
Department of Health

Island County Board of Health

\_\_\_\_\_  
(Name)  
Contracting Officer

\_\_\_\_\_  
Commissioner Jill Johnson  
Chair



\_\_\_\_\_

Date

\_\_\_\_\_

Date

**EXHIBIT A**  
**STATEMENT OF RESPONSIBILITIES**

**Island County Public Health shall:**

1. Have primary responsibility for all program elements relating to operating permits for water recreation facilities as defined in chapters 246-260 WAC and 246-262 WAC. DOH is available to assist ICPH with activities that normally fall within the scope of their primary responsibilities, upon request. Activities under this provision include but are not limited to:
  - Issuing permits for operating a water recreation facility
  - Enforcing state rules
  - Issuing variances to chapter 246-260 WAC
2. Inspect and evaluate permitted water recreation facilities and investigate complaints.
3. Respond to serious injury, death and illnesses associated with water recreation facilities; evaluate facilities for compliance with state rules at the time of the event, as appropriate. Provide copies of all injury and illness reports submitted by WRF operators to DOH. For drowning, near drowning, severe injury, or illness outbreak, alert DOH within 72 hours of the event. Forms for reporting injury and illness and for evaluating facilities are available from DOH.
4. Follow the procedures outlined in WAC 246-260-201 for handling and processing requests for variances relating to water recreation facility operating permits.
5. Refer applicants requesting a variance or an equipment substitution for a recreational water contact facility (regulated by Chapter 246-262 WAC) to DOH for processing
6. Conduct pre-opening inspections of water recreation facilities based on construction plans approved by DOH.
7. Participate, as local resources are available, in DOH sponsored meetings, workshops and training sessions that provide technical, and program development training.
8. By February 1<sup>st</sup> of each year, provide DOH with an annual summary for the previous calendar year of the following:
  - a. The number of general use versus limited use permits issued
  - b. The number of facilities, including the number of pool types (swimming, spa, wading, spray, water park feature)
  - c. The total number of inspections
  - d. A list of closures (voluntary or formal) including the related violation(s)
  - e. A list of the variances to Chapter 246-260 WAC granted or denied, including:
    - Facility name and address
    - WAC # (specific section and sub-section) and requirement being waived
    - Mitigation measure(s) accepted in lieu of the WAC requirement
    - Action taken: granted or denied

**Department of Health shall:**

1. Be responsible for all program elements relating to construction permits, including but not limited to: plan review, enforcement and issuance of variances related to construction permits.
2. Assist ICPH with activities that normally fall within the scope of their primary responsibilities, upon request.
3. Provide a written summary of variances granted by DOH and ICPH to the State Board of Health each year to meet the reporting obligation of WAC 246-260-201(2) Variance.
4. Provide copies of DOH pertinent water recreation-related forms, guides, and correspondence to ICPH.
5. Provide technical assistance to ICPH through various means including:
  - Technical training through workshops and other training events, as DOH resources allow
  - Technical guidance, code interpretations, forms and informational publications

- Consultation, upon request
6. Follow the procedures outlined in Chapter 246-260 WAC for handling and processing requests for variances relating to construction permits. DOH will notify ICPH of variances approved or denied within 30 days of issuing the response.

**Year 2 Amendment to Contract with  
Puget Sound Partnership (PSP) for  
Island Local Integrating Organization (ILIO)  
Contract No.: 2023-22**  
- Executive Summary -  
*February 7<sup>th</sup> BOCC Work Session*

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Summary</b>                       | Contract 2023-22 with the Puget Sound Partnership (PSP) was originally established in 2022 to fund the Island Local Integrating Organization (ILIO) for the first of three guaranteed funding years; this Year 2 Amendment to the contract provides another year of contract work (October 1, 2023, through September 30, 2024), and \$125,000 to cover the costs of the program over that time period. It also provides workplan considerations for use of unspent rollover funds from Year 1.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Policy and Regulatory Context</b> | The ILIO includes all of Island County, also known as Water Resources Inventory Area (WRIA) 6. The ILIO builds upon existing committees and watershed groups that are collectively responsible for actions related to the implementation of watershed focused programs and projects in Island County. Island County territory, as part of a functioning element of Puget Sound, has a long tradition of utilizing the strength of our citizens and volunteer groups to support recovery efforts. The intention of the ILIO is to build upon these existing structures and others within WRIA 6 to continue to support the work of those organizations. The ILIO coordinates process within to best identify and focus work moving forward by convening the ILIO Technical Committee and Executive Committees and ensuring coordination of efforts and resources across multiple entities working toward Puget Sound recovery. |
|                                      | <u>Equity Lens</u><br>The ILIO works to bring together entities from across WRIA 6; committee members include tribal, military, private industry, local, state, and federal government, private citizens, and representatives of other interest groups.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                      | <u>Climate Lens</u><br>As part of the ILIO Year 2 workplan, the LIO will be hosting the PSP Leadership Council's Local Forum in June of 2024. The focal theme of this forum will be Sea Level Rise and the impacts of climate change, considerations for climate resiliency, and the specifics of sea level rise in our island community.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Fiscal Impact</b>                 | Additional contract funding amount of \$125,000.00 will be utilized in 2024 to fund the ILIO Coordinator position within IC DNR and host the PSP Leadership Council Local Forum.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Recommendation</b>                | Accept Year 2 Amendment for continued ILIO funding based on factors outlined in this Executive Summary.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

## Amendment #1

Agreement Number: 2023-22

Title: Island County LIO – FFY 2023-2025 Funding (Year 2)

This agreement is made and entered into by and between the state of Washington, Puget Sound Partnership (PSP), and the below named firm, hereinafter referred to as “**CONTRACTOR**.”

**CONTRACTOR INFORMATION**

Island County  
PO Box 5000  
Coupeville, WA 98239-5000

**Project Manager**

Jennifer Schmitz  
[j.schmitz@islandcountywa.gov](mailto:j.schmitz@islandcountywa.gov)  
(360) 679-7352

UBI: 151000298  
EIN: 916001321  
UEI: HP7FMXW2Y859  
Type:

Fiscal: Renne Lohmann  
[r.lohmann@islandcountywa.gov](mailto:r.lohmann@islandcountywa.gov)

**PSP INFORMATION**

PUGET SOUND PARTNERSHIP  
PO Box 40900  
Olympia, WA 98504

**Project Manager**

Jason Lim  
[Jason.lim@psp.wa.gov](mailto:Jason.lim@psp.wa.gov)  
(360) 742-7434

### PURPOSE

The purpose of this amendment #1 is to capture the following changes:

1. Update the budget for Year 2 of this contract and document the carryover of unused Year 1 funds (up to \$50,000 maximum).
  - a. Year 2 fund changes reflect the following:
    - i. An increase in salary/benefits for the LIO Coordinator
    - ii. The LIO Admin was replaced with a new position at an updated salary/benefits rate. The Surface Water Quality (SWQ) Specialist will work with SIL on Stormwater implementation.
    - iii. Updates to travel expenses (reflected in the completed and approved travel calculator),
    - iv. Updates to the supply budget
    - v. Addition of Other Direct Costs (Registration costs for local forums, trainings, symposiums, and other events to build network and collaboration capacity with various WRIA 6 groups).
  - b. Unused Year 1 funds were unspent and carried over because the LIO Coordinator position was vacant for half of FY23. Oversight of the program was not fully restored until May 2023. At that time, the LIO Coordinator worked with the PSP Project Manager to determine cross-collaborative ecosystem recovery work beyond the original workplan goals. As a result, the Coordinator and other Island County staff spent the appropriate funds below the \$50,000 rollover threshold.
2. Update the PSP project manager from Matt Colston to Jason Lim.

### PERIOD OF PERFORMANCE

The period of performance for this agreement will remain unchanged from October 1, 2022 through September 30, 2025. This amendment encompasses **Year 2** funding + **Year 1 carryover** (max of \$50,000). **Year 2** begins October 1, 2023 and extends through September 30, 2024.

### COMPENSATION AND PAYMENT

Total compensation payable amount will remain unchanged at one hundred twenty-five thousand dollars (\$125,000) per year, totaling three hundred seventy-five thousand dollars (\$375,000) for the 3-year term.

Unused funds totaling **\$48,300** will be carried over from Year 1 to Year 2, for a maximum total spending amount of **\$173,300** for Year 2.

For Year 1 carryover, all unused funds carried over for Tasks 1 through 5 were to accommodate the salary and benefit for the LIO Coordinator.



*\*Please note, the negative balance (-\$628) reflected in the Year 1 carryover budget for Task 1 was approved by the PSP Project Manager since additional funding was available in Tasks 2-5 and the LIO Project Manager agreed to increase the Task 1 budget for Year 2, so as not to overspend in FFY24.*

(See Exhibit C-1 Attachment for changes in RED to the budget sheet for Year 2 + Year 1 carryover)

## EXHIBIT B, STATEMENT OF WORK

Statement of work remains changes are highlighted below in RED.

### Task 1: Organize, Support, Administer, Facilitate, and Coordinate a Local Integrating Organization

The local integrating organization (LIO) is responsible for organizing and supporting a diverse<sup>1</sup> committee of representatives to discuss and make recommendations related to planning and implementing the Action Agenda, local ecosystem recovery planning, and LIO Plan implementation interests. The Partnership will support the LIO through Ecosystem Recovery Team liaison participation at LIO meetings as the Partnership budget allows. The LIO shall maintain sufficient administration, facilitation, and coordination capacity to support the ongoing goals and objectives of a LIO. Year 2 plus year 1 carryover total maximum spend for Task 1 is \$46,946. Changes to SOW are reflected in RED in the SOW for this task as outlined below.

- Subtask 1.01 Maintain a local point of contact for the LIO.
- Subtask 1.02 Serve as an agent for diverse local engagement and coordination in the LIO.
- Subtask 1.03 Arrange regular LIO meetings, prepare agendas, and facilitate meetings.
- Subtask 1.04 Maintain publicly available website with up-to-date information about the LIO, including notice of meetings, agendas, summary notes, and/or opportunities for content review, along with the overarching mission and vision of LIO.
- Subtask 1.05 Participate in the following regional meetings, including:
  - Monthly, virtual meetings (1-2 hrs/month) (example caucus hour, forum, etc.)
  - Quarterly LIO coordinator meetings (3 virtual, 1 in-person). Quarterly meetings are held in advance of the Ecosystem Coordination Board.
    - October 19, 2022 (ECB scheduled for 11/3/2022)
    - 2023-25 Quarterly dates TBD (dependent on ECB calendar finalized in Dec)
  - Up to 12 hours (annually) of additional conference calls or web-based meetings requested by the Partnership.
  - Annual LIO Showcase (2 hours/year)
- Subtask 1.06 Coordinate with the salmon recovery Lead Entity(ies):
  - As needed, adaptively manage LIO structure to better reflect the integration.
  - Meet with the coordinator(s) of the relevant Lead Entities (quarterly, in person, or conference call)
  - *Optional:* Attend relevant lead entity citizens committee meetings as a representative of the LIO;
  - *Optional:* Work in coordination with BIL funded PSP LIO support team (*final name TBD*) to tee up high priority salmon/ecosystem lines of work drawn from Action Agenda strategies
- Subtask 1.07 Rotating the Management Conference Local Forums:  
Coordinate, plan, and co-host local forum as part of the Ecosystem Coordination Board and/or Leadership Council Rotating the Management Conference (only as [applicable](#)).

---

<sup>1</sup> Diversity(noun): Describes the presence of differences within a given setting, collective or group. An individual is not diverse, but instead, a person can be considered unique. Diversity is about a collective or a group and exists in relationship to others. A team, an organization, a family, a neighborhood, and a community can be diverse. A person can bring diversity of thought, experience, and trait, seen and unseen, to a team –and the person is still an individual. (From Puget Sound Partnership DEI Policy Paper (2021))

**Island LIO is anticipated to host the Leadership Council Local Forum in June 2024.**

- **Ecosystem Coordination Board (ECB):** The Puget Sound Partnership's Ecosystem Coordination Board (ECB) meets quarterly. At two (Fall and Spring) of the four scheduled meetings, the ECB will co-host a 2-hour local forum with the Local Integrating Organization (LIO) leadership and may invite local leadership from within the LIO geography or other LIO geographies to participate. Island County LIO will be the local forum for the Spring 2025 Ecosystem Coordination Board.
- **Leadership Council (LC):** The LC meets four times each year, with two (~June and ~Sept) of these meetings being two-day meetings. The LC will allocate a portion of one day to host a 'local forum' with local leadership, including LIO and LE leadership and committee members, to address the intersection of local and regional recovery priorities.
- If your LIO co-hosted a local forum in the year(s) prior, determine how your coordinator role can continue to advance outcomes in subsequent year(s). Work with committees and Partnership ERC to continue to support local forum outcomes. *(This may align with work outlined under Task 5)*

Subtask 1.08 Engage ECB Representative  
Prior to each Ecosystem Coordination Board meeting, engage the LIO ECB representative regarding issues and priorities of the LIO. Encourage ECB representative engagement in Action Agenda discussions held at ECB meetings. Review [ECB-LIO Expectations document](#) for details.

- Assist LIO in the process to nominate the LIO's Ecosystem Coordination Board (ECB) representative and alternate ECB representative. (Only if [applicable](#).)

Subtask 1.09 Work in coordination with BIL-funded PSP LIO support team (*final name TBD*) to support the ongoing goals and objectives of LIO. Coordinate with regional and other local partners. (*Expected 10-20hrs/month*)

Subtask 1.10 Tribal Nations and LIOs  
Search out and support opportunities for non-tribal LIO staff and committee members to understand treaty and sovereign rights of tribal nations.

**Task 1 Deliverables and Expected Activity Timeframes**

| Subtask | Deliverable                                                                                                                                                                                                                                         | Year 1        |    |    |    | Year 2        |    |    |    | Year 3        |    |    |    |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----|----|----|---------------|----|----|----|---------------|----|----|----|
|         |                                                                                                                                                                                                                                                     | Q1            | Q2 | Q3 | Q4 | Q1            | Q2 | Q3 | Q4 | Q1            | Q2 | Q3 | Q4 |
| 1.01    | ▪ Meet regularly with assigned ERC to discuss issues of the LIO                                                                                                                                                                                     | X             | X  | X  | X  | X             | X  | X  | X  | X             | X  | X  | X  |
| 1.02    | ▪ Update name, organizational affiliation, contact information, and committee(s) role of each LIO member in MiradiShare. Notify ERC when there is a change to participation.                                                                        | As applicable |    |    |    | As applicable |    |    |    | As applicable |    |    |    |
| 1.03    | <ul style="list-style-type: none"> <li>▪ Develop and distribute summary notes and materials to LIO committees</li> <li>▪ Submit LIO committee meeting materials including agendas and other meeting materials (via Box contract folder).</li> </ul> | X             | X  | X  | X  | X             | X  | X  | X  | X             | X  | X  | X  |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |   |   |   |                                                                                 |   |   |   |               |   |   |   |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---|---|---|---------------------------------------------------------------------------------|---|---|---|---------------|---|---|---|
| 1.04 | <ul style="list-style-type: none"> <li>Provide link to LIO publicly-available website to the Partnership and describe updates to the website in quarterly progress reports.</li> <li>As applicable: upload any subcontract for website development work</li> </ul>                                                                                                                                                                                                                                                                                   | X             | X | X | X | X                                                                               | X | X | X | X             | X | X | X |
| 1.05 | <ul style="list-style-type: none"> <li>Attendance at meetings as reflected on the attendance sheets and summaries written by Partnership staff.</li> <li>Submit presentation for annual LIO Showcase to Partnership in advance of showcase and upload to Box deliverables folder</li> </ul>                                                                                                                                                                                                                                                          | X             | X | X | X | X                                                                               | X | X | X | X             | X | X | X |
| 1.06 | <ul style="list-style-type: none"> <li>Describe current state of coordination with salmon recovery lead entity in first quarterly progress report. As relevant, describe and provide any materials related to LIO and LE efforts toward closer coordination progress reports.</li> </ul>                                                                                                                                                                                                                                                             | X             |   |   |   | X                                                                               |   |   |   | X             |   |   |   |
| 1.07 | <ul style="list-style-type: none"> <li>Provide Partnership draft and final agenda topics and descriptions following the Rotating the Management Conference Protocol (via Box contract folder)</li> <li>Provide copies of relevant memos and/or summary notes as part of participation in Board or Council meeting (via Box contract folder)</li> <li>In progress report, describe in detail how coordinator and/or LIO committees are supporting local forum outcomes and/or any challenges associated in pursuit of local forum outcomes</li> </ul> | As applicable |   |   |   | Island LIO is scheduled to host the Leadership Council Local Forum in June 2024 |   |   |   | As applicable |   |   |   |
| 1.08 | <ul style="list-style-type: none"> <li>Communicate to ERC the status of the ECB representative (ex-officio and/or action area rep) communications. Describe successes and/or challenges in quarterly progress report.</li> <li>Communicate ECB nomination to Partnership via letter or email, and upload copy of such email or letter</li> </ul>                                                                                                                                                                                                     | X             | X | X | X | X                                                                               | X | X | X | X             | X | X | X |



|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |   |   |   |               |   |   |   |               |   |   |   |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---|---|---|---------------|---|---|---|---------------|---|---|---|
|      | in Box contract folder                                                                                                                                                                                                                                                                                                                                                                                                                                                |               |   |   |   |               |   |   |   |               |   |   |   |
| 1.09 | <ul style="list-style-type: none"> <li>Attendance at meetings as reflected on the attendance sheets and summaries written by Partnership staff.</li> <li>In quarterly progress reports, report on work with LIO committees, BIL funded PSP LIO support team (final name TBD), and/or others that identifies, develops lines of work, and targets BIL and other funding sources</li> <li>Upload to Box folder any final materials associated with this work</li> </ul> | X             | X | X | X | X             | X | X | X | X             | X | X | X |
| 1.10 | <ul style="list-style-type: none"> <li>Report any tribal engagement learning efforts or discussions for the LIO in quarterly progress reports</li> <li>Other?</li> </ul>                                                                                                                                                                                                                                                                                              | As applicable |   |   |   | As applicable |   |   |   | As applicable |   |   |   |

Task 2: Advance Implementation of the 2022-2026 Action Agenda and support preliminary development of 2026-2030 Action Agenda.

LIOs serve an important role in coordinating the identification, prioritization, and implementation of local priorities identified in the Puget Sound Action Agenda. Work under this task is related to advancing Puget Sound recovery through local implementation of the current Action Agenda's strategies and actions, local Ecosystem Recovery Plans, and preliminary concept scoping and process development for the 2026-2030 Action Agenda. **Year 2 plus year 1 carryover total maximum spend for Task 2 is \$26,062. There is no change to deliverables or timelines.**

Subtask 2.01 Coordinate and catalyze implementation of the 2022-2026 Action Agenda

- Educate committees and local partners about Action Agenda content, its importance, and what it means for local partners.
- Work with committees to determine role that individual committee members and the LIO as a collaborative forum can play to catalyze action toward the Action Agenda's implementation.
- Facilitate updates, workshop-style agenda items, and/or presentations from committee members and other partners that serve to support or advance Action Agenda strategies and actions.
- Work in coordination with the ERCs and BIL funded PSP LIO support team (*final name TBD*) to identify and elevate lines of work (ex. programs, projects, initiatives) aligned with the Action Agenda and BIL funding goals. (See also Subtask 1.09)

Subtask 2.02 Coordinate local contributions and content to adaptively manage the 2022-2026 Action Agenda. In coordination with the Partnership (*Maximum 40hrs/yr*)

- Participate in the After-Action Review for the 2022-2026 Action Agenda.
- Support the development and application of Action Agenda Progress Indicators, including: providing input on indicator design, indicator action plans, and/or target-setting; engaging in topical working groups for indicator development; connecting to local experts or local data; and participating in workshops or other adaptive management activities.

Subtask 2.03 In coordination with the Partnership, support preliminary concept scoping and process development for 2026-2030 Action Agenda update. (*Oct 2024 -Sept 2025, max. 80 hrs*)

- Using the community engagement plan created in response to the Healthy Environments for All (HEAL) Act (SB 5141), use appropriate protocols for engaging the local community in this process, with Partnership support. The [HEAL Act](#) is Washington's first environmental justice (EJ) legislation, and PSP is named one of the mandated agencies.

Subtask 2.04 Contribute to [LIO Coordinator Collective Project](#) (annually).

- Develop and/or review coordinator proposals and contribute to refinement and decision for annual coordinator project
- Commit to moving previous year(s)' project outcomes forward through relevant work of LIO (*example: work of Task 5 options, keeping solution actors accountable through LIO committee letters, etc.*)
- *Optional:* Participate in coordinator subcommittee for project development

## Task 2 Deliverables and Expected Activity Timeframes

| Subtask | Deliverable                                                                                                                                                                                                                                                                                                                                                                                                                                                | Year 1      |    |    |    | Year 2      |    |    |    | Year 3      |    |    |    |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----|----|----|-------------|----|----|----|-------------|----|----|----|
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Q1          | Q2 | Q3 | Q4 | Q1          | Q2 | Q3 | Q4 | Q1          | Q2 | Q3 | Q4 |
| 2.01    | Upload all deliverables to Box contract folder with quarterly progress reports or monthly with invoices. <ul style="list-style-type: none"> <li>▪ Describe any education activities related to Action Agenda promotion (include any relevant materials)</li> <li>▪ Describe how LIO (as forum) and LIO committee members discussed role related to Action Agenda</li> <li>▪ Upload presentation/workshop materials associated with this subtask</li> </ul> | X           | X  | X  | X  | X           | X  | X  | X  | X           | X  | X  | X  |
| 2.02    | <ul style="list-style-type: none"> <li>▪ Participate in After Action Review and upload any LIO specific materials (TBD, may include comments, survey, or other mechanisms))</li> <li>▪ Describe any work with progress indicators, as relevant</li> </ul>                                                                                                                                                                                                  | As relevant |    |    |    | As relevant |    |    |    | As relevant |    |    |    |
| 2.03    | <ul style="list-style-type: none"> <li>▪ Describe Participation in Action Agenda 2026-2030 preliminary scoping efforts (Oct 2024 forward)</li> </ul>                                                                                                                                                                                                                                                                                                       | N/A         |    |    |    |             |    |    | X  | X           | X  | X  | X  |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                          |   |   |     |     |   |   |     |     |   |   |     |     |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|-----|---|---|-----|-----|---|---|-----|-----|
|      | <ul style="list-style-type: none"> <li>Describe how HEAL guidelines were used to support local community in engagement process.</li> <li>Upload any relevant materials to Box and notify ERC</li> </ul>                                                                                                                                                                                                                                  |   |   |     |     |   |   |     |     |   |   |     |     |
| 2.04 | <ul style="list-style-type: none"> <li>Upload project proposal (if your LIO is proposing a project)</li> <li>Attendance and voting record as reflected on attendance and voting record written by Partnership staff</li> <li>Describe how LIO will move outcomes forward (progress report)</li> <li>Attendance at sub meetings as reflected on the attendance sheets and summaries written by Partnership staff (if relevant)</li> </ul> | X | X | TBD | TBD | X | X | TBD | TBD | X | X | TBD | TBD |

### Task 3: Performance Management

The LIO shall report on progress toward sub-tasks and deliverables through a quarterly progress report provided to the Partnership by the following dates:

| YEAR | Q4                | Q1              | Q2             | Q3             |
|------|-------------------|-----------------|----------------|----------------|
| 2023 | January 17 (Tues) | April 17 (Mon)  | July 17 (Mon)  | Sept 30 (Sat)  |
| 2024 | January 16 (Tues) | April 15 (Mon)  | July 15 (Mon)  | Sept 30 (Mon)  |
| 2025 | January 15 (Wed)  | April 15 (Tues) | July 15 (Tues) | Sept 30 (Tues) |

The LIO fiscal agent shall provide **monthly** invoices with brief explanations of activities. The final invoice and progress report due on September 30, 2025. These reports (progress reports and invoices) will be used by the Partnership for the Financial Ecosystem Assessment Tracking system (FEATs), NEPORT, NEP Atlas, and other reporting needs, and to show how LIOs are advancing their plans locally and regionally. **Year 2 plus year 1 carryover total maximum spend for Task 3 is \$20,945. There is no change to deliverables or timelines.**

Subtask 3.01 Send completed contract progress reports by Task (1-5) on a **quarterly** basis (see table above) to the Partnership (contract manager and upload to Box contract folder) using the Partnership-provided reporting formats (*i.e., progress report template*).

Subtask 3.02 Send billing summary by Task (1-5) and proof of expenditure for grant activities on a **monthly** basis (on or before the 15<sup>th</sup> of each month) to the Partnership's [pspfiscal@psp.wa.gov](mailto:pspfiscal@psp.wa.gov) email address and contract manager, using the Partnership-provided reporting formats (*i.e. the "Paypack" document*).

Subtask 3.03 General Contract Management and Support: Work with fiscal agent, contract manager and Partnership contract manager to make amendments, administrative memos, review future contract SOW's (FFY 2025) and other contract management administrative tasks.

### Task 3 Deliverables and Expected Activity Timeframes

| Subtask | Deliverable                                                                                                                                                                                                                                                                                                                                                                       | Year 1    |    |    |    | Year 2    |    |    |    | Year 3    |    |    |    |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----|----|----|-----------|----|----|----|-----------|----|----|----|
|         |                                                                                                                                                                                                                                                                                                                                                                                   | Q1        | Q2 | Q3 | Q4 | Q1        | Q2 | Q3 | Q4 | Q1        | Q2 | Q3 | Q4 |
| 3.01    | <ul style="list-style-type: none"> <li>Send progress reports by task and associated deliverables on a quarterly basis to the Partnership (via email to ERC and upload to Box Deliverables folder) using the Partnership-provided reporting formats (i.e. progress report template).</li> </ul>                                                                                    | X         | X  | X  | X  | X         | X  | X  | X  | X         | X  | X  | X  |
| 3.02    | <ul style="list-style-type: none"> <li>Send billing summary by task, and proof of expenditure for grant activities monthly to the Partnership using the Partnership – provided reporting formats (i.e. the “Paypack” document).</li> <li>Work through June 30 must be invoiced by mid-July.</li> <li>Final billing invoice for work through Sept 30 due by October 31.</li> </ul> | X         | X  | X  | X  | X         | X  | X  | X  | X         | X  | X  | X  |
| 3.03    | <ul style="list-style-type: none"> <li>Support timely development and processing of subcontracts, amendments, and other contract support as needed</li> </ul>                                                                                                                                                                                                                     | As needed |    |    |    | As needed |    |    |    | As needed |    |    |    |

### Task 4: Support Adaptive Management and Communication of LIO Ecosystem Recovery Plans

The LIO shall manage revisions and communicate LIO Plan content in coordination with local and regional partners. Adaptively managing and strategically communicating the LIO Plan engenders confidence in local and regional decision-makers that there are well-defined problems in Puget Sound at the LIO scale; that LIOs know what to do to address them; the LIO knows which partners to engage and for what purpose; and that LIO work is well integrated into an overall strategy for Puget Sound Recovery. The Plan serves as a longer-term strategic framework from which the Partnership and other partners can produce a variety of products associated with planning and communicating Puget Sound recovery goals, strategies, outcomes, barriers, and solutions. **Year 2 plus year 1 carryover total maximum spend for Task 4 is \$29,998. There is no change to deliverables or timelines.**

Subtask 4.01 Update and adaptively manage LIO Plan using Conservation Standards in mutually agreed upon TBD format (Miradi/AA Explorer/PS Info/other) (with support from Partnership & SIL staff)

- Participate in **up to 10-20 hours (annually)** of Partnership supported workshops, coaching, and/or trainings for Conservation Standards and/or Miradi trainings.
- Work with relevant committees or boards for approval of LIO Plan updates. *(ongoing)*

#### Examples:

- Develop lines of work (projects, programs, initiatives) supporting LIO and AA strategies
- Update LIO Plan barriers and gaps

- Incorporate new and revised Vital Sign Targets and indicators.
- Integrate updated Implementation Strategy components.
- Incorporate Action Agenda desired outcomes and their associated progress indicators and targets.
- Incorporate consideration of Program Targets
- Incorporate ongoing programs.
- Track LIO Plan implementation progress
- Work with SIL(s) to integrate LIO Plan and IS content.
- Work with the relevant LE coordinator to incorporate updated priorities and/or strategies from adaptively managed or updated salmon recovery chapters into LIO Plan. *(ongoing)*
- Begin or continue integration of human wellbeing, climate change, equity and environmental justice into the LIO Plan. *(ongoing)*
- With Partnership support, begin to include alternative future scenarios into LIO planning. For example, consider how alternative trajectories of climate change and population growth (i.e. alternative scenarios) affect current day planning *(expected for late 2023 or 2024)*

Subtask 4.02 Develop and distribute a LIO Plan progress report to the LIO committees and the Partnership 1x a year.

Subtask 4.03 Review materials and provide feedback and/or input on needed materials for [Puget Sound Info platform](#) and/or Action Agenda Explorer, as requested by the Partnership. (max. 25 hrs/yr)

- The Partnership will work closely with LIO coordinator to ensure that local pages (~1-3) are accurate and up to date.
- Review and provide feedback on new PS Info platform and AA Explorer elements.

#### Task 4 Deliverables and Expected Activity Timeframes

| Subtask | Deliverable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Year 1 |    |    |    | Year 2 |    |    |    | Year 3 |    |    |    |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----|----|----|--------|----|----|----|--------|----|----|----|
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Q1     | Q2 | Q3 | Q4 | Q1     | Q2 | Q3 | Q4 | Q1     | Q2 | Q3 | Q4 |
| 4.01    | <ul style="list-style-type: none"> <li>▪ Provide description of priority adaptive management activities for 2022-2025 in quarterly progress report</li> <li>▪ Provide description of participation in workshops, coaching, etc. in progress report</li> <li>▪ Track, update and report changes (including reason for change) to the Partnership on the LIO Ecosystem Recovery Plan and project file in Miradi (i.e., briefly note if changes were made in Miradi in quarterly progress report).</li> </ul> | X      | X  | X  | X  | X      | X  | X  | X  | X      | X  | X  | X  |
| 4.02    | <ul style="list-style-type: none"> <li>▪ Upload LIO Plan progress report to Box contract folder, distribute the progress report to committee/board via email or during meetings with the proposed discussion questions for future LIO meetings.</li> </ul>                                                                                                                                                                                                                                                 | Q4     |    |    |    | Q4     |    |    |    | Q4     |    |    |    |
| 4.03    | <ul style="list-style-type: none"> <li>▪ In quarterly progress report, briefly describe if any PS Info, and/or Action Agenda Explorer online</li> </ul>                                                                                                                                                                                                                                                                                                                                                    | X      | X  | X  | X  | X      | X  | X  | X  | X      | X  | X  | X  |

|  |                          |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|
|  | materials were reviewed. |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|

**Task 5: Tailor LIO coordination to Implement the Action Agenda and Support the Unique Vision and Goals of LIO**

The Partnership is enthusiastic to invest and empower LIOs for the continued implementation and adaptive management of the Action Agenda and LIO Plans. Ultimately, ecosystem recovery goes beyond single actions and is addressed in ongoing programs and other avenues of local and regional influence in decision making. Sustainable ecosystem recovery and protection requires a socio-political and cultural shift that incorporates nature's contributions to people. LIOs are powerful networks that recognize the local nuance of these elements and are the heart of driving the changes necessary to pursue them. This task enables LIOs to pursue the individual goals and vision that are unique to their LIO.

**In addition to the required Tasks 1-4 described above, the LIO is asked to choose two or more additional “tailored enhanced” Task 5 subtasks for the advancement of the LIO Plan and Action Agenda in their geography.**

This section includes subtasks that fulfill the following objectives:

- Supports an individual LIO's vision and effort for meaningful engagement in Puget Sound Recovery system including the Action Agenda and Implementation Strategies
- Supports greater coordination and efficiency to achieve real-world outcomes.
- Supports the integration of salmon recovery priorities.
- Aligns with Action Agenda and the Implementation Strategies

**LIOs will need to work with their Partnership contract manager to develop deliverables with associated outputs and outcomes with this portion of the coordination grant.**

**Year 2 plus year 1 carryover total maximum spend for Task 5 is \$49,349. Changes to SOW are reflected in RED in the SOW for this task as outlined below.**

All travel reimbursements and stipends must adhere to Washington OFM policies on travel<sup>2</sup>. They must also adhere to the EPA general terms and conditions of the grant<sup>3</sup>

- Subtask 5.01 Regional Planning and Coordinating Group Participation
- Support LIO participation in regional planning and coordinating groups to offer local expertise and build awareness and consideration of local priorities. This work should prioritize *but is not limited* to Action Agenda related external working groups for engagement.
- Provide coordination support to a designated LIO Committee Member participating in the regional Transboundary Ad Hoc Caucus. This coordination support is a follow-up to the actions presented to the ECB on the Transboundary Coordination topic presented at the May 2022 ECB Whatcom LIO Forum.

**Further guidance, listed below, has been added for funding ECB representatives for the LIO as of 10/01/2023:**

- a. Only one member of the LIO would be named and supported as the representative. Either the representative OR the alternate can be financially supported by the LIO, but not both.**
- b. Support may look like pay for time and/or travel expenses. Reimbursement amounts must be within state and federal mileage, per diem, and contractor rate limits.**

<sup>2</sup> OFM travel policies and resources: <https://ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>  
<https://ofm.wa.gov/accounting/administrative-accounting-resources/travel>

<sup>3</sup> EPA General terms and conditions: [https://www.epa.gov/sites/production/files/2019-05/documents/fy\\_2019\\_epa\\_general\\_terms\\_and\\_conditions\\_effective\\_october\\_1\\_2018\\_or\\_later.pdf](https://www.epa.gov/sites/production/files/2019-05/documents/fy_2019_epa_general_terms_and_conditions_effective_october_1_2018_or_later.pdf)

- c. The representative must be identified and selected by the LIO committee as a representative member and must be approved as an ECB representative according to PSP's ECB membership process.
- d. The selected representative and their employer need to verify that the representative will not receive other financial support for time and/or travel to attend ECB meetings.
- e. Support for the representative would be established through either:
  - i. 1a new subcontract between the LIO and the selected representative to be approved by PSP; or
  - ii. an amendment to the LIO contract to add a staff member that works within the fiscal agent of that LIO county to Task 5
- f. The LIO would submit a short proposal outlining the terms above and the payment structure and amounts anticipated. The contract manager would need to review and approve this prior to finalization.

Subtask 5.02 Inform and educate local decision makers on the work of the LIO

- Work with LIO committee members to determine opportunities to inform and educate community (HOA), local, regional, and/or state-level decision makers on the work of the LIO, including the LIO Plan and the associated gaps, barriers, and ongoing programs.
  - Island LIO will partner with our local MRC to educate local decision-makers, focusing on:
    - deficiencies in enforcement and compliance;
    - regulatory inconsistencies and lag between old and new regulation adoption (i.e., comprehensive plan revisions);
    - policy effectiveness unclear or unknown;
    - current law insufficient (doesn't match local needs; inequitable; too many exceptions);
    - learn from other LIOs and counties to identify the best strategies;
    - lack of adequate policy incentives and/or disincentives; and
    - other barriers, gaps, and needs identified within the LIO plan.
- Attend local, regional, and state-level decision-maker workgroups and/or forums to contribute and discuss LIO data gaps, barriers, needs, and LIO initiatives.

Subtask 5.03 Catalyze implementation of high-priority public engagement, awareness raising, behavior change, incentive, and/or compliance projects and programs identified in the LIO Plan and/or Action Agenda

Support or reactivate the local ecosystem recovery outreach network or similar groups. This task is intended to target the Education, Communication, and Outreach Network (ECO Net) within the LIO area or the pre-existing equivalent (MRC) and to advance and catalyze implementation of LIO Plan priority public engagement, awareness raising, incentive, and/or compliance projects and programs within the LIO. Including:

- Identify alignment between the LIO Plan and the local outreach network (like Island County MRC), through conversation with local outreach and educational network.
- Within the LIO Plan, identify if there are key barriers or gaps to making progress in LIO ecosystem recovery relating to public engagement, awareness raising, incentive, and/or compliance projects and programs, and coordinate with key Partnership staff to identify opportunities within the LIO (and outside of the LIO) to address gaps or remove.
- Enable local outreach networks to operate as subcommittees of the respective LIO—work of the local outreach network/ECO Net within this LIO contract should support local LE and LIO Plans.

*\*Once available (expected by early 2023), LIOs may consult and apply the HEAL Act community engagement guidance document as a resource to support community engagement. The Partnership will share additional resources and materials as available (ex. Partnership's Community Engagement Plan).*



- Work with committees to identify outreach and education activities aligned with both the LIO Plan **AND** 2022-2026 Action Agenda (consider Action Agenda institutional strategies D and E).

As of 10/01/2023, all funding constraints for subtask 5.03 limiting subcontractor funds to 10k/awardee, and all other funding limitations, have been removed. Task 5.03 will be subject to the same guidance as all other Task 5 subtasks, which are:

- A maximum of \$70,000 per year of annual contract allocation may go to Task 5 (all subtasks).
- Two or more Task 5 subtasks must be funded each year, ensuring the LIO is engaged in supporting a diversity of watershed level efforts for ecosystem recovery.
- Rollover funds to Task 5 are still subject to the annual limits (\$50,000 from Year 1 to Year 2 and \$25,000 from Year 2 to Year 3)

#### Subtask 5.04 Contribute to Barriers Removal

Facilitate removal and/or reductions of LIO priority barriers to ecosystem recovery using coordination and capacity.

1. Work with LIO committees to identify, evaluate, and prioritize options for addressing and removing barriers to implementation. Evaluation and prioritization efforts should include thoroughly reviewing existing local and regional barriers (reference LIO synthesis 2.0, Continuous Improvement lists) and any associated efforts to address those barriers.
2. Participate in regional efforts (if available and relevant) targeting identified priority barriers (ex: MART, Align group, others)
3. If a barrier is specific to only LIO geography, determine, alongside committees, how LIO would like to address the barrier using the following options:
  - allocate capacity funds to investigate and develop solutions to the barrier. This may include funding a workshop with relevant partners, hiring a subcontractor to thoroughly investigate the root of the barrier, feasible solutions, and necessary changemakers.
  - elevate and request support in regional forums to support barrier removal.
  - removing barrier itself using capacity funds. Work in close coordination with your Partnership contract manager to determine the limitations of barrier removal and capacity funds. Examples may include:
    - Complete feasibility and preliminary design
    - Complete inventories and/or assessments
    - Complete planning strategy
    - Secure partnership agreements or memorandums necessary

#### Subtask 5.05 Pursue Funding for 2022-2026 Action Agenda Implementation

Support Action Agenda implementation by building LIO capacity to compete for project funding efficiently and effectively.

- Funding for staff and/or consultant to carry out activities that can include:
  - developing a sequenced list of projects for funding
  - cost-benefit-analysis of the projects to demonstrate the value to funders/the community or other related communications materials.
  - leveraging opportunities analysis to identify and target funding gaps.
  - strategic development of grant proposals and match the project with the appropriate funding source(s) to advance 2022-2026 Action Agenda implementation.
  - Support grant coordinator for LIO geography to ensure coordinated funding, match, and to create attractive bids for contractors.
  - Develop and/or implement through adaptive management an LIO specific integrated funding strategy.



- Subtask 5.06 - Work in coordination with BIL funded PSP LIO support team (*final name TBD*)
- Incorporate Partnership supported planning tools to improve and refine local planning (examples: Structured Decision Making, Alternative Scenarios and/or other pre-approved approach in local planning)

*Any bulleted item may occur independently without the others. If separate subcontract is required, copy should be provided to the Partnership by the LIO fiscal agent.*

- Use structured decision-making (SDM) process and/or Alternative Scenarios to define and refine LIO Plan strategies and priorities. If using an alternative to SDM or Alternative Scenarios, the approach needs to be presented and approved by the Partnership in advance.
- Work with SDM team provided by the Partnership (OSU and economics contractor) to learn and apply process and best practices for structured decision-making.
- Implement SDM three-step decision-sketching process for prioritization of LIO Plan elements (e.g., define decision context, perform objectives hierarchy, refine measures, develop alternatives, and estimate consequences and evaluate trade-offs)
- Work with the Alternative Future Scenarios initiative to learn about and explore the local implications of watershed specific results, drivers of change, policy interventions, and implications for outcomes.
- Incorporate Alternative Scenarios into local planning by exploring strategies that are responsive to alternative futures and identifying both strategies that are robust to a range of futures and when to adapt and utilize strategies that are unique to a particular future.

#### Subtask 5.07 Equity and Environmental Justice (EEJ)

Understand and integrate principles and best practices of equity and environmental justice into LIO governance, structure, and/or planning. Expect mid 2023 for Partnership guidance from the Partnership EEJ Action Plan.

*Any bulleted item may occur independently without the others. If separate subcontract is required, copy should be provided to the Partnership by the LIO fiscal agent.*

- Pursue and articulate EEJ in the LIO context along with barriers and proposed solutions to access and participate in decision making within LIO
- With partners, explore and implement ways of creating effective and meaningful participation in LIO activities.
  - *Example:* Provide stipends, when needed, to representatives from marginalized or underrepresented community organizations or coalitions within the LIOs geography, to enable them to participate, in a substantive way, as members.

*Partnership to support this work through equity and environmental justice strategic initiatives in subsequent years (ex. HEAL Act community engagement plan).*

#### Task 5 Deliverables and Expected Activity Timeframes

| Subtask | Deliverable                                                                                                                                                                                                                         | Year 1 |    |    |    | Year 2 |    |    |    | Year 3 |    |    |    |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----|----|----|--------|----|----|----|--------|----|----|----|
|         |                                                                                                                                                                                                                                     | Q1     | Q2 | Q3 | Q4 | Q1     | Q2 | Q3 | Q4 | Q1     | Q2 | Q3 | Q4 |
| 5.01    | Regional Planning and Coordinating Group Participation <ul style="list-style-type: none"> <li>▪ In quarterly progress reports, briefly describe participation of the LIO and any challenges or successes as part of this</li> </ul> | X      |    |    | X  | X      | X  | X  | X  | X      | X  | X  | X  |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |   |   |   |   |   |   |   |   |   |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|
|      | <p>participation. Briefly describe how participation is shared and discussed with LIO committees/Boards.</p> <ul style="list-style-type: none"> <li>Upload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, among other items)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |   |   |   |   |   |   |   |   |   |   |   |   |
| 5.02 | <p>Inform and educate local decision makers on work of the LIO</p> <ul style="list-style-type: none"> <li>In quarterly progress reports describe in detail efforts (including challenges) to educate and inform local decision makers. Identify local decision makers engaged and how information was communicated.</li> <li>Upload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, among other items)</li> <li>The Executive Committee did not meet for many months of 2022-2023; LIO Coordinator intends to convene them quarterly at a minimum as well as having additional conversations with County and municipal leadership as the County embarks on their massive Comprehensive Plan update</li> </ul> | X |   |   | X | X | X | X | X | X |   |   | X |
| 5.03 | <p>Support Behavior Change</p> <ul style="list-style-type: none"> <li>In quarterly progress report, provide description of how local outreach network is aligning with LIO Plan</li> <li>Upload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, among other items)</li> <li>Island County DNR has begun several new outreach and</li> </ul>                                                                                                                                                                                                                                                                                                                                                                   | X | X | X | X | X | X | X | X | X | X | X | X |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |   |   |   |   |   |   |   |   |   |   |   |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|
|      | education programs including in collaboration with the Sno-Isle library system. LIO will support these efforts as applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |   |   |   |   |   |   |   |   |   |   |   |
| 5.04 | <p>Contribute to Barriers Removal</p> <ul style="list-style-type: none"> <li>In quarterly progress report, provide detailed description of work toward sub task</li> <li>Upload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, among other items)</li> <li>Island County will be hosting the Leadership Council Local Forum in June of 2024 in lieu of WSPER, and instead of 2025. The effort to coordinate the logistics of this event has been incorporated into the ILIO Coordinator item for Task 1 on the updated budget.</li> </ul> | X | X | X | X | X | X | X | X | X | X | X | X |
| 5.05 | <p>Pursue Funding for 2022-2026 Action Agenda Implementation</p> <ul style="list-style-type: none"> <li>In quarterly progress report, provide detailed description of work toward sub task</li> <li>Upload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, grant applications, among other items)</li> <li>Island County DNR is pursuing SIL funding to establish and implement a PIC program to combat fecal coliform/E.coli pollution in the County.</li> </ul>                                                                          | X | X | X | X | X | X | X | X | X | X | X | X |
| 5.07 | <p>Equity and Environmental Justice (EEJ)</p> <ul style="list-style-type: none"> <li>Upload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, among other items)</li> <li>The ILIO Coordinator will be</li> </ul>                                                                                                                                                                                                                                                                                                                            | X | X | X | X | X | X | X | X | X | X | X | X |

|  |                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|
|  | <p>working to integrate EEJ components into the LIO subcommittees, including diversity of representation and considerations of meeting times/barriers to entry (childcare, meals, timing, etc.)</p> <ul style="list-style-type: none"> <li>▪ The ILIO Coordinator will be working to integrate EEJ components in the Natural Resources components of the Island County Comprehensive plan updates.</li> </ul> |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|

**All other Terms & Conditions of the original agreement remain in full force and effect.**

**APPROVAL**

This amendment shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The amendment and agreement may be altered, amended, or waived only by a written amendment executed by both parties.

This amendment is executed by the persons signing below, who warrant they have the authority to execute the agreement.

**Island County Board of County Commissioners**

**Puget Sound Partnership**

\_\_\_\_\_  
Jill Johnson  
BOCC Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Laura Blackmore

\_\_\_\_\_  
Date

EXHIBIT C – 1 Attachment

Title: Island County LIO – FFY 2023-2025 Funding (Year 2)

| CONTRACT: 2023-22 (Amendment #1)                        |                                                                                                                                                                                  |      |         |                                                                                            |                                                                                                      |                        |                                                             |                                                                   |                                                                                            |                                                                                                      |                        |                                                             |                                                                   |       |           | Year 1 Carryover (FY23) |        |        |         |        |          |        |          |        |          |       |          | COMBINED                         |           |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|-------|-----------|-------------------------|--------|--------|---------|--------|----------|--------|----------|--------|----------|-------|----------|----------------------------------|-----------|
| PROJECT TITLE: Island LIO FY 2023-2025 Funding (Year 2) |                                                                                                                                                                                  |      |         |                                                                                            |                                                                                                      |                        |                                                             |                                                                   |                                                                                            |                                                                                                      |                        |                                                             |                                                                   |       |           |                         |        |        |         |        |          |        |          |        |          |       |          |                                  |           |
|                                                         |                                                                                                                                                                                  |      |         | TASK 1                                                                                     |                                                                                                      | TASK 2                 |                                                             | TASK 3                                                            |                                                                                            | TASK 4                                                                                               |                        | TASK 5                                                      |                                                                   | TOTAL |           | TASK 1                  |        | TASK 2 |         | TASK 3 |          | TASK 4 |          | TASK 5 |          | TOTAL |          | YEAR 2 FUNDING + CARRYOVER TOTAL |           |
|                                                         |                                                                                                                                                                                  |      |         | Organize, Support, Administer, Facilitate, and Coordinate a Local Integrating Organization | Advance Implementation of the 2022-2026 Action Agenda and Development of the 2026-2030 Action Agenda | Performance Management | Support Adaptive Management of LIO Ecosystem Recovery Plans | Tailor LIO coordination to Support Unique Vision and Goals of LIO | Organize, Support, Administer, Facilitate, and Coordinate a Local Integrating Organization | Advance Implementation of the 2022-2026 Action Agenda and Development of the 2026-2030 Action Agenda | Performance Management | Support Adaptive Management of LIO Ecosystem Recovery Plans | Tailor LIO coordination to Support Unique Vision and Goals of LIO |       |           |                         |        |        |         |        |          |        |          |        |          |       |          |                                  |           |
|                                                         | Job Classification                                                                                                                                                               | UNIT | RATE    | UNITS                                                                                      | COST                                                                                                 | UNITS                  | COST                                                        | UNITS                                                             | COST                                                                                       | UNITS                                                                                                | COST                   | UNITS                                                       | COST                                                              | UNITS | COST      | UNITS                   | COST   | UNITS  | COST    | UNITS  | COST     | UNITS  | COST     | UNITS  | COST     | UNITS | COST     | UNITS                            | Cost      |
| SALARY COST                                             | LIO Coordinator                                                                                                                                                                  | HR   | \$68.00 | 425                                                                                        | \$28,900                                                                                             | 200                    | \$13,600                                                    | 100                                                               | \$6,800                                                                                    | 150                                                                                                  | \$10,200               | 250                                                         | \$17,000                                                          | 1125  | \$76,500  | -6                      | -\$411 | 51     | \$3,434 | 101    | \$6,890  | 138    | \$9,407  | 180    | \$12,249 | 464   | \$31,569 | 1589                             | \$108,069 |
|                                                         | SWQ Specialist                                                                                                                                                                   | HR   | \$52.00 | 0                                                                                          | \$0                                                                                                  | 0                      | \$0                                                         | 0                                                                 | \$0                                                                                        | 0                                                                                                    | \$0                    | 55                                                          | \$2,860                                                           | 55    | \$2,860   |                         | \$0    |        | \$0     |        | \$0      |        | \$0      |        | \$0      | 0     | \$0      | 55                               | \$2,860   |
| TOTAL SALARY                                            |                                                                                                                                                                                  |      |         | 425                                                                                        | \$28,900                                                                                             | 200                    | \$13,600                                                    | 100                                                               | \$6,800                                                                                    | 150                                                                                                  | \$10,200               | 305                                                         | \$19,860                                                          | 1,180 | \$79,360  | (6)                     | -\$411 | 51     | \$3,434 | 101    | \$6,890  | 138    | \$9,407  | 180    | \$12,249 | 464   | \$31,569 | 1644                             | \$110,929 |
| BENEFITS                                                | LIO Coordinator                                                                                                                                                                  | HR   | 38%     |                                                                                            | \$10,982                                                                                             |                        | \$5,168                                                     |                                                                   | \$2,584                                                                                    |                                                                                                      | \$3,876                |                                                             | \$6,460                                                           | 0     | \$29,070  |                         | -\$156 |        | \$1,305 |        | \$2,618  |        | \$3,575  |        | \$4,655  | 0     | \$11,996 | 0                                | \$41,066  |
|                                                         | SWQ Specialist                                                                                                                                                                   | HR   | 35%     |                                                                                            | \$0                                                                                                  |                        | \$0                                                         |                                                                   | \$0                                                                                        |                                                                                                      | \$0                    |                                                             | \$1,001                                                           | 0     | \$1,001   |                         | \$0    |        | \$0     |        | \$0      |        | \$0      |        | \$0      | 0     | \$0      | 0                                | \$1,001   |
| TOTAL BENEFITS                                          |                                                                                                                                                                                  |      |         | -                                                                                          | \$10,982                                                                                             | -                      | \$5,168                                                     | -                                                                 | \$2,584                                                                                    | -                                                                                                    | \$3,876                | -                                                           | \$7,461                                                           | 0     | \$30,071  | -                       | -\$156 | -      | \$1,305 | -      | \$2,618  | -      | \$3,575  | -      | \$4,655  | 0     | \$11,996 | 0                                | \$42,067  |
| OVERHEAD                                                |                                                                                                                                                                                  |      | 15%     |                                                                                            | \$4,335                                                                                              |                        | \$2,040                                                     |                                                                   | \$1,020                                                                                    |                                                                                                      | \$1,530                |                                                             | \$2,979                                                           |       | \$11,904  |                         | -\$62  |        | \$515   |        | \$1,033  |        | \$1,411  |        | \$1,837  | 0     | \$4,735  | 0                                | \$16,639  |
| OTHER DIRECT COSTS (ODC)                                | Registration costs for local forums, trainings, symposiums, and other events to build network and collaboration capacity with various groups within WRIA 6 (e.g. Ebey's Forever) |      | \$ -    |                                                                                            | \$900                                                                                                |                        | \$0                                                         |                                                                   | \$0                                                                                        |                                                                                                      | \$0                    |                                                             | \$0                                                               | 0     | \$900     |                         |        |        |         |        |          |        |          |        |          |       | 0        | \$900                            |           |
|                                                         |                                                                                                                                                                                  |      |         |                                                                                            |                                                                                                      |                        |                                                             |                                                                   |                                                                                            |                                                                                                      |                        |                                                             |                                                                   |       |           |                         |        | \$0    |         | \$0    |          | \$0    |          | \$0    |          | \$0   |          |                                  |           |
|                                                         |                                                                                                                                                                                  |      |         |                                                                                            |                                                                                                      |                        |                                                             |                                                                   |                                                                                            |                                                                                                      |                        |                                                             |                                                                   |       |           |                         |        |        |         |        |          |        |          |        |          |       |          |                                  |           |
|                                                         |                                                                                                                                                                                  |      |         |                                                                                            |                                                                                                      |                        |                                                             |                                                                   |                                                                                            |                                                                                                      |                        |                                                             |                                                                   |       |           |                         |        |        |         |        |          |        |          |        |          |       |          |                                  |           |
|                                                         |                                                                                                                                                                                  |      |         |                                                                                            |                                                                                                      |                        |                                                             |                                                                   |                                                                                            |                                                                                                      |                        |                                                             |                                                                   |       |           |                         |        |        |         |        |          |        |          |        |          |       |          |                                  |           |
| Total ODCs                                              |                                                                                                                                                                                  |      |         |                                                                                            | \$900                                                                                                |                        | \$0                                                         |                                                                   | \$0                                                                                        |                                                                                                      | \$0                    |                                                             | \$0                                                               | 0     | \$900     |                         | \$0    |        | \$0     |        | \$0      |        | \$0      |        | \$0      | 0     | \$0      | 0                                | \$900     |
| SUPPLIES                                                | General office supplies, event facilitation materials, etc.                                                                                                                      |      | \$ -    |                                                                                            | \$600                                                                                                |                        | \$0                                                         |                                                                   | \$0                                                                                        |                                                                                                      | \$0                    |                                                             | \$208                                                             | 0     | \$808     |                         |        |        |         |        |          |        |          |        |          |       | 0        | \$808                            |           |
|                                                         |                                                                                                                                                                                  |      |         |                                                                                            |                                                                                                      |                        |                                                             |                                                                   |                                                                                            |                                                                                                      |                        |                                                             |                                                                   |       |           |                         | \$0    |        | \$0     |        | \$0      |        | \$0      |        | \$0      |       | \$0      |                                  |           |
| TOTAL SUPPLIES                                          |                                                                                                                                                                                  |      |         |                                                                                            | \$600                                                                                                |                        | \$0                                                         |                                                                   | \$0                                                                                        |                                                                                                      | \$0                    |                                                             | \$208                                                             | 0     | \$808     |                         | \$0    |        | \$0     |        | \$0      |        | \$0      |        | \$0      | 0     | \$0      | 0                                | \$808     |
| TRAVEL EXPENSES                                         | 150 RT x 4 (coordinator, LC, trainings/workshops/meetings, etc.) x 0.655                                                                                                         |      | \$ -    |                                                                                            | \$393                                                                                                |                        | \$0                                                         |                                                                   | \$0                                                                                        |                                                                                                      | \$0                    |                                                             | \$0                                                               | 0     | \$393     |                         |        |        |         |        |          |        |          |        |          |       | 0        | \$393                            |           |
|                                                         | Ferry tickets x 8 x \$20                                                                                                                                                         |      | \$ -    |                                                                                            | \$160                                                                                                |                        | \$0                                                         |                                                                   | \$0                                                                                        |                                                                                                      | \$0                    |                                                             | \$0                                                               | 0     | \$160     |                         |        |        |         |        |          |        |          |        |          |       | 0        | \$160                            |           |
|                                                         | Lodging/Per Diem                                                                                                                                                                 |      | \$ -    |                                                                                            | \$1,304                                                                                              |                        | \$0                                                         |                                                                   | \$0                                                                                        |                                                                                                      | \$0                    |                                                             | \$0                                                               | 0     | \$1,304   |                         |        |        |         |        |          |        |          |        |          |       | 0        | \$1,304                          |           |
|                                                         | Motor Pool                                                                                                                                                                       |      | \$ -    |                                                                                            | \$0                                                                                                  |                        | \$0                                                         |                                                                   | \$0                                                                                        |                                                                                                      | \$0                    |                                                             | \$100                                                             | 0     | \$100     |                         | \$0    |        | \$0     |        | \$0      |        | \$0      |        | \$0      |       | \$0      | 0                                | \$100     |
| TOTAL TRAVEL                                            |                                                                                                                                                                                  |      |         |                                                                                            | \$1,857                                                                                              |                        | \$0                                                         |                                                                   | \$0                                                                                        |                                                                                                      | \$0                    |                                                             | \$100                                                             | 0     | \$1,957   |                         | \$0    |        | \$0     |        | \$0      |        | \$0      |        | \$0      | 0     | \$0      | 0                                | \$1,957   |
| TOTAL COSTS                                             |                                                                                                                                                                                  |      |         |                                                                                            | \$47,574                                                                                             |                        | \$20,808                                                    |                                                                   | \$10,404                                                                                   |                                                                                                      | \$15,606               |                                                             | \$30,608                                                          | 1180  | \$125,000 |                         | -\$628 |        | \$5,254 |        | \$10,541 |        | \$14,392 |        | \$18,741 | 464   | \$48,300 | 1644                             | \$173,300 |



**ISLAND COUNTY PUBLIC WORKS**

**WORK SESSION AGENDA**

**MEETING DATE: 2/7/2024**

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**To: Jill Johnson, Chair**  
**Board of Island County Commissioners**

**From: Esco Bell, Director**

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**Amount of time requested for agenda discussion. 60 minutes**

**DIVISION: County Roads**

**Agenda Item No.: 1**

**Subject: Right-of-Way Procedures Staffing Update (LPA-001b)**

**Description:** Request signature from BOICC Chair to the Right-of-Way Procedures Staffing Update (LPA-001b). WSDOT requires signature prior to their approval.

**Attachment: Memorandum, Right-of-Way Procedures Staffing Update**

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

**DIVISION: County Roads**

**Agenda Item No.: 2**

**Subject: New Franchise 58 W North Camano Dr, LLC**

**Description:** 58 W North Camano Dr, LLC, parent company Alpine Holdings, LLC, owned by Fullwiler, is requesting a new Franchise for an offsite septic system to be placed along  $\pm 1650$  feet in the County Right-of-Way of North Camano Dr, Camano Island, WA.

**Attachment: Memorandum, Application, Easement, Maps**

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



**DIVISION: Department of Emergency Management**

**Agenda Item No.: 3**

**Subject:** **Island County Master Mutual Aid Agreement**

**Description:** This Master Mutual Aid Agreement is between Island County, local municipalities, fire districts, Island Transit and WhidbeyHealth. It describes how jurisdictions may collaborate and coordinate during emergencies and disasters. It does not supersede any emergency plans or local policies. There have been no significant changes to the document since last review.

**Attachment:** **Memorandum, Final copy of the Mutual Aid Agreement**

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

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

**IT Review:** Not Applicable

**Budget Review:** Complete

**P.A. Review:** Complete

**DIVISION: Engineering**

**Agenda Item No.: 4**

**Subject:** **Road Closure for Penn Cove Road Stabilization Realignment Project**

**Description:** Requires Board Approval of Road Closure for the Penn Cove Road Stabilization Realignment Project.

**Attachment:** **Memorandum, Traffic Detour Plan Sheet**

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

*(continued on next page)*

**DIVISION: Engineering**

**Agenda Item No.: 5**

**Subject: Road Levy Certification**

**Description:** As required by the WAC 136-150-021, electronic certification is required no later than March 1, 2024. Both BOCC Chair and County Engineer are required to electronically sign the form.

**Attachment: Memorandum, Road Levy Certification Form**

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



## Island County Public Works

*Fred Snoderly, Assistant Director*

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

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

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

### MEMORANDUM

February 7, 2024

TO: Board of Island County Commissioner's

FROM: Public Works

RE: Right of Way Procedures Staffing Update (LPA-001b)

Washington State Department of Transportation (WSDOT) requires local agencies to update their approved Right of Way Procedures when changes have occurred.

Island County Public Works had two changes, Program Administration is Ed Sewester, P.E. County Engineer, and Ed Sewester, P.E. had a title change from Assistant County Engineer to County Engineer.

Right of Way Procedures Staffing Update (LPA-001b) is utilized when only minor staffing changes (two or three positions), are necessary and all other Approved Right-of-Way Procedures will remain in effect.

Sincerely,

A handwritten signature in dark ink, appearing to read "Fred Snoderly", with a long horizontal flourish extending to the right.

Fred Snoderly  
Assistant Public Works Director

eb/an  
Attach: LPA-001b & Approved LPA-001  
COPY: Alpha/Day/File

## ***Right of Way Procedures Staffing Update***

---

### ISLAND COUNTY

This form is to be utilized when only minor staffing changes (two or three changes) are necessary: All other Approved ROW Procedures will remain in effect.

Please be sure to include Staff Name, Position Title, and attach the necessary resumes.

i. PROGRAM ADMINISTRATION:

Remove: Connie Bowers, P.E., Public Works Director / County Engineer

Add: Ed Sewester, P.E., County Engineer

---

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at

<http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

ii. APPRAISAL

Remove:

Add:

---

iii. APPRAISAL REVIEW:

Remove:

Add:

---

iv. ACQUISITION:

Remove:

Add:

---

Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at <http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

v. RELOCATION:

Remove:

Add:

---

vi. PROPERTY MANAGEMENT:

Remove (Title Change): ED SEWESTER, P.E., ASSISTANT COUNTY ENGINEER

Add: ED SEWESTER, P.E., COUNTY ENGINEER

---

---

Jill Johnson, Chair  
Island County Board of Commissioners

---

Date

**Washington State Department of Transportation**

Approved By:

---

Michelle Newlean, Local Programs  
Right-of-Way Manager

---

Date

-----

**The following section to be completed by WSDOT Local Programs Right of Way:**

Approval Dates of the following:

---

ROW Procedures

---

Administrative Settlement Policy

---

Administrative Offer Summary (AOS)



## *Right of Way Procedures*

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The ISLAND COUNTY (Agency), needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG).

Below is a list of Agency staff, by names and position titles, that are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provides a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.

1. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:

- i. **PROGRAM ADMINISTRATION:**

Oversee delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are carried out in compliance with federal and state laws, regulations, policies, and procedures.

**Responsibilities/Expectations:**

- Ensures Agency's approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff;
- Oversight of ROW consultants;
  - use of consultant contract approved by WSDOT
  - management of ROW contracts
  - management of ROW files
  - reviews and approves actions and decisions recommended by staff & consultants
  - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation prior to offers being made;
- Oversight and approval of Administrative Offer Summaries (AOS) per policy;
- Oversight and approval of Administrative Settlements per policy;
- Ensure Agency has a relocation appeal process in place prior to starting relocation activities;
- Obligation authority for their Agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate and maintain the proposed projects (see LAG Appendix 25.174, 25.175, & 25.176).

**CONNIE BOWERS, P.E., PUBLIC WORKS DIRECTOR / COUNTY ENGINEER**

---

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at <http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

**ii. APPRAISAL:**

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

**Responsibilities/Expectations:**

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use Appraiser from WSDOT's Approved Consultant List if Agency does not have qualified staff;
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase);
- Prepare AOS;
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

**QUALIFIED CONSULTANTS WILL BE USED FOR APPRAISALS**

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**iii. APPRAISAL REVIEW:**

Review appraisals on federal aid projects for the Agency to make sure they are adequate, reliable, have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies, and procedures.

**Responsibilities/Expectations:**

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Consultant List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data, and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

**QUALIFIED CONSULTANTS WILL BE USED FOR APPRAISAL REVIEW**



**iv. ACQUISITION:**

Acquire, through negotiation with property owners, real property, or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

**Responsibilities/Expectations:**

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare AOS justification and obtain approval;
- Prepare Administrative Settlement and obtain approval;
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Maintain a complete, well organized parcel file for each acquisition;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary.

**MARY MARTIN, ENGINEER TECH III**

**ANNE NYSETH, ENGINEER TECH II**

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**v. RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

**Responsibilities/Expectations:**

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for Agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary.

**QUALIFIED CONSULTANTS WILL BE USED FOR RELOCATION**

**vi. PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the Agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies, and procedures.

**Responsibilities/Expectations:**

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep ROW free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Ensure occupants and personal property is removed from the ROW;
- Maintain a complete, well organized property management file;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary.

**CONNIE BOWERS, P.E., PUBLIC WORKS DIRECTOR / COUNTY ENGINEER**

**FRED SNODERLY, ASSISTANT PUBLIC WORKS DIRECTOR**

**ED SEWESTER, P.E., ASSISTANT COUNTY ENGINEER**

**NICK TUTTLE, ENGINEERING MANAGER**

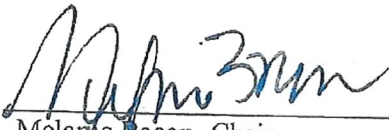
**MATTHEW LANDER, ENGINEERING MANAGER**

**CATHERINE KELLEY, PROJECT MANAGER**

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- b. Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes to use qualified consultants for any of the above functions will need to work closely with their ROW Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the Agency proposes to have staff approved to negotiate who have limited experience in negotiation for FHWA funded projects, the LAC must be given an opportunity to review all offers and supporting data prior to offers being made to the property owners.
- c. The Agency's Administrative Settlement Procedures indicating the approval authorities and the procedures involved in making administrative settlement needs to be included with these procedures (see Exhibit A).
- d. An Agency wishing to take advantage of the AOS process, properties valued up to \$25,000 or less, need to complete Exhibit B of these procedures.

2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, ROW, construction stages, and for a three-year period following acceptance of the projects by WSDOT.
3. Approval of the Agency's procedures by WSDOT Local Programs may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.



Melanie Bacon, Chair  
Island County Board of Commissioners

5/3/2022

Date

**Washington State Department of Transportation**

Approved By:

Michelle  
Newlean

Digitally signed by  
Michelle Newlean  
Date: 2022.07.18  
10:39:29 -07'00'

Michelle Newlean, Local Programs  
Right-of-Way Manager

Date



## EXHIBIT A

### Agency's Administrative Settlement Policy

#### ADMINISTRATIVE SETTLEMENT PROCEDURE

Often it is necessary for the **COUNTY** to acquire additional property and right of way for road and public works projects. Either a Project Funding Estimate and an Administrative Offer Summary or an Appraisal and Appraisal Review are performed to establish the fair market value of proposed real property acquisitions. The signing of the Administrative Offer Summary by those individuals authorized to do so in EXHIBIT "A", or the "Acquiring Agency Concurrence and Authorization on the Certificate of Review Appraiser", by those individuals authorized to do so in EXHIBIT "C" of these Procedures will establish the amount of just compensation. In no event shall such amount be less than the fair market value of such property. The **COUNTY** shall make every reasonable effort to expeditiously acquire the real property by negotiation. Negotiation implies an honest effort by the **COUNTY** to resolve differences with property owners.

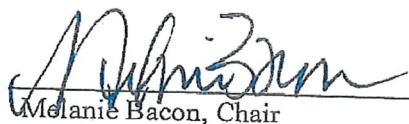
An Administrative Settlement may be offered if the property owner has declined the **COUNTY'S** offer of just compensation. The Owner's justification for the additional compensation may vary, but usually results from factors not considered in the original Administrative Offer Summary or Appraisal and Appraisal Review process. The purchase price may exceed the amount offered as just compensation when reasonable efforts to negotiate on that amount have failed and an authorized **COUNTY** official approves such administrative settlement as being reasonable, prudent, and in the public interest. Also, it may be in the best interest of the **COUNTY** to consider an Administrative Settlement rather than condemnation because of the expense and time lost with litigation. The following defines the limits and authorization for any administrative settlement paid in addition to just compensation for real property and right-of-way acquisitions for **COUNTY** Road and Public Works projects:

1. The *Public Works Director* and *County Engineer* are authorized to offer administrative settlements not to exceed \$10,000.00 more than the original offer.
2. The *Assistant Public Works Director* and *Construction Engineer* are authorized to offer administrative settlements not to exceed \$5,000.00 more than the original offer.
3. *Negotiators*, both **COUNTY'S** staff and consultants, are authorized to offer administrative settlements not to exceed \$2,000.00 more than the original offer.
4. If the property owner does not accept an administrative settlement within the authority of the foregoing individuals, one of these individuals will meet with the Board of County Commissioners in executive session for consultation.

EXHIBIT "A" continued.

**LEGAL SETTLEMENTS**

If negotiations are not successful and an administrative settlement is not appropriate or is not successful, the **Public Works Director** may recommend to the Board of County Commissioners that a condemnation action is the only remaining solution. If the Board of County Commissioners agrees with the recommendation, it will request the Island County Prosecuting Attorney's Office to commence a Condemnation Action per the applicable Federal, State and Local laws and regulations.



Melanie Bacon, Chair  
Island County Board of Commissioners

5/3/2022

Date

**Washington State Department of Transportation**

Approved By:

Michelle  
Newlean

Digitally signed by Michelle  
Newlean  
Date: 2022.07.18 10:41:16  
-07'00'

Michelle Newlean, Local Programs  
Right-of-Way Manager

Date

**EXHIBIT B**  
**Waiver of Appraisal**  
**Agency's Administrative Offer Summary (AOS)**

The ISLAND COUNTY, hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the ROW Funding Estimate is \$25,000.00 or less including cost-to cure items. A True Cost Estimate shall not be used with this procedure.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the AOS as no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An AOS is prepared using comparable sales found at the time of preparation.
- B. The AOS is submitted to the PUBLIC WORKS DIRECTOR for approval. Upon signature a first offer to the property owner(s) is authorized.

  
\_\_\_\_\_  
Melanie Bacon, Chair  
Island County Board of Commissioners

5/3/2022  
\_\_\_\_\_  
Date

**Washington State Department of Transportation**

Approved By:

Michelle  
Newlean

Digitally signed by  
Michelle Newlean  
Date: 2022.07.18  
10:41:36 -07'00'

\_\_\_\_\_  
Michelle Newlean, Local Programs  
Right-of-Way Manager

\_\_\_\_\_  
Date



## EXHIBIT C

### ADDITIONAL REAL PROPERTY AND RIGHT-OF-WAY ACQUISITION POLICIES

#### DETERMINATION OF VALUE (DV):

To be consistent with the \$25,000.00 Appraisal Waiver authority granted to the Public Works Director in Exhibit "A", **"APPRAISAL WAIVER PROCESS, PROCEDURES"** herein, and provide procedures for Real Property requiring appraisals and a review of those appraisals, the following shall apply to the Determination of Value documents when the Appraisal Waiver process is not used or is inapplicable.

Upon receipt of the Certificate of Review Appraiser the following actions are made according to the Real Property Value:

1. REAL PROPERTY VALUE INDICATED ON THE CERTIFICATE OF REVIEW APPRAISAL IS \$25,000.00 OR LESS
  - A. The Certificate of Review Appraiser is submitted to the Public Works Director for approval.
  - B. The Public Works Director signs the Acquiring Agency Concurrence and Authorization on the Certificate of Review Appraiser concurring with the Review Appraiser's conclusions and authorizing a first offer to the property owner(s).
2. REAL PROPERTY VALUE ON THE CERTIFICATE OF REVIEW APPRAISAL EXCEEDS \$25,000.00
  - A. The Certificate of Review Appraiser is submitted to the Public Works Director for approval.
  - B. The Public Works Director and Board of County Commissioners sign the Acquiring Agency Concurrence and Authorization on the Certificate of Review Appraiser concurring with the Review Appraiser's conclusions and authorizing a first offer to the property owner(s).

#### ENCUMBRANCES (This substitutes for WSDOT Right-of-Way Manual (March 2016) Section 8-3.4, Deed of Trusts and Mortgages, pp. 8-7 through 8-10)

In the process of acquiring real property and right of way for road and public works projects, it is often necessary for the **COUNTY** to determine whether or not it is appropriate to clear the title of the financial interests. The following sets forth guidelines for clearing such interests.

#### MORTGAGES AND DEED OF TRUSTS

Mortgages and Deed of Trusts are addressed together. For the purpose of this section, both encumbrances are cleared by payment of money for the proper document release. In the following, the language appropriate to a mortgage is shown first, with the language appropriate to a Deed of Trust shown in parentheses. The term "trustee" is appropriate to Deed of Trust and is used only in that context.

**EXHIBIT "C" continued.**

**RULES:** The rules for clearance of Mortgages and Deed of Trusts are:

**1. Total Acquisition (acquisition of an entire parcel of land);**

A satisfaction of mortgage (full reconveyance) is required to clear a mortgage (deed of trust) in the case of any total acquisition.

**2. Partial Acquisition**

In the case of Partial Acquisitions, a partial release of mortgage (reconveyance) is required, *except when the compensation does not exceed \$10,000.00 or 5 percent of the before value, whichever is less, and there no appreciable improvements in the area being acquired.*

NOTE: The 5 percent limitation assures the County's acquisition will not be of such a magnitude that it will impair the mortgagee's (Beneficiary's) security. The \$ 10,000.00 limitation is intended to limit the size of the risk taken by the County on any one parcel.

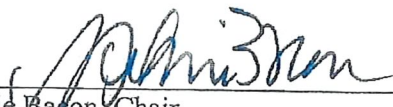
Most mortgages and deed of trusts contain an eminent domain clause calling for all proceeds to be applied to the unpaid balance; if not, the lender can call all amounts immediately due and payable. The offer letter shall contain a clause informing the owner of this fact. The Right-of-Way Agent shall verbally inform the property owner of this fact and so note in the Agent's diary. If the owner elects to apply, or not to apply, the proceeds to the unpaid balance, that is their decision. The response of the owner shall be clearly noted in the Agent's diary.

In all cases, it shall be the decision of Public Works Director to determine when it is appropriate to waive a partial release (partial reconveyance).

**DOCUMENT ACCEPTANCE AND APPROVAL**

All deeds, easements, permits, agreements and all other documents associated with the acquisition are submitted to the Public Works Director for approval. All documents associated with the acquisition under \$25,000 will be signed by the Public Works Director, thereby accepting and approving said documents on behalf of Island County.

The Board of County Commissioners will sign at meeting all deeds, easements, permits, agreements and all other documents associated with the acquisition over \$25,000, thereby accepting and approving said documents on behalf of Island County.

  
Melanie Bacon, Chair

Island County Board of Commissioners

5/03/22  
Date



## AGENCY STAFF QUALIFICATIONS:

- **PUBLIC WORKS DIRECTOR/ COUNTY ENGINEER:** *Connie Bowers, P.E.*, has a B.S. in Engineering and has over 25 years in engineering analysis, management, engineering development review, and surface water and road-related project management. Connie served as Island County's Traffic Engineer for 4 years and as the Assistance County Engineer for 9 years. She also worked with the City of Mukilteo as their Assistant City Engineer for 1 ½ years.
- **ASSISTANT PUBLIC WORKS DIRECTOR:** *Fred Snoderly*, has over 46 years' experience in the Public Works arena, managing various water, wastewater, road, and development projects. Fred served as Municipal Services Director for 3 ½ years in Moses Lake and 5 years as Public Works Director in Madison South Dakota.
- **ASSISTANT COUNTY ENGINEER:** *Ed Sewester, P.E.*, has a B.S. and M.S. in Civil Engineering and over 30 years of experience in design and construction of Federal government Public Works projects.
- **ENGINEER TECH III:** *Mary Martin*, has a B.A. in Education-Human Services and has 35 years combined experience in Title and Right-of-Way Acquisitions. Mary has taken several classes and seminars pertaining to right-of-way disciplines through LTAP and IRWA courses. She is currently working in her 23<sup>rd</sup> year as the Senior Right-of-Way Agent and is currently a Notary Public.
- **ENGINEER TECH II:** *Anne Nysether*, has a B.A. in Studio Art / Graphic Design and has 1 year of experience in Right-of-Way and 16 years of combined experience in Planning & Community Development, Auditor's Office – Recording and Department of Licensing, Environmental Health and Public Works. Anne has taken several classes and seminars pertaining to Right-of-Way disciplines through NHI: Foundations of Federal-Aid Highway Program Appraisals; WSDOT: Administrative Settlement, No ROW Verification; ROW Stump a Fed and IRWA courses: Principals of Land Acquisition, Principals of Real Estate Negotiation; Legal Aspects of Easements; Eminent Domain Law Basics for Right of Way Professionals and is a Notary Public.
- **ENGINEERING MANAGER:** *Matthew Lander*, has a B.S. in Civil Engineering and has 8 years of experience in the design, construction, management, and maintenance of Public Works road and stormwater projects.
- **ENGINEERING MANAGER:** *Nick Tuttle*, has a B.S. in Civil Engineering and has over 33 years' experience in drainage, wall and roadway engineering design and inspection, survey, project management and engineering management. Nick has served as an Engineering Manager for Island County Public Works for 5 years.
- **PROJECT MANAGER:** *Catherine Kelley*, has Bachelor of Science Degree and a 2 year Paralegal Degree. Catherine has been with Island County for 24 years, 4 years as Public Works Project Manager (Trails), 11 years as Public Works Administrative Program Assistant and 9 years as the Assistant Administrator, Public Defense Administration. She has attended several classes/training for Right-of-Way and Trails and works closely with Washington State Department of Transportation (WSDOT).



## Island County Public Works

*Ed Sewester, P.E., County Engineer*

1 NE 7th St, Coupeville, WA 98239

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

Email: Ed.Sewester@islandcountywa.gov | www.islandcountywa.gov

### MEMORANDUM

February 7, 2024

TO: Board of County Commissioners - Island County

FROM: Ed Sewester, P.E. - County Engineer

RE: New Franchise # PW2023-0029 – 58 W North Camano Dr, LLC

---

Public Works is presenting to the Board of County Commissioners, an application for new septic franchise submitted by Josh Edmundson – 58 W North Camano Dr, LLC.

Applicants propose to install a septic tank on parcel R23224-380-4560 and run a transport line along +/- 1650 feet in the County Road Right of Way known as N Camano Dr., in the Plat of Utsalady on Camano Island, WA. The line will run through an easement located on parcel S8345-00-10002-0 to an offsite drainfield located on parcels S8345-00-10035-0, S8345-00-10034-0, & S8345-00-10033-0.

See attached Vicinity Map and Application.

#### Brief of application:

- Easement AF# 4558475
- SHE Permit # 197/23 with Planning Department
- Septic Application # PT2022-556 with Health Department
- Utility Permit # PW23-0087 with Public Works Department
- Case against parcel reference # 138/23 dye test confirmed wastewater directly discharging onto beach from onsite tank with Health Department

Public Works is requesting the Franchise application move forward and to have the agreement seen for Consent on February 20<sup>th</sup>, 2024 to set a Public Hearing on March 19<sup>th</sup>, 2024.



1 W2023-0029

# APPLICATION FOR FRANCHISE

Board of County Commissioners  
P.O. Box 5000  
Coupeville, Washington 98239



## Commissioners:

The undersigned hereby makes application for a Franchise to construct, operate and maintain ON SITE SEWAGE LINE. along and/or across a following County Road(s) in Island County, Washington

The pipe will be located along the southern boundary of North Camano Drives right of way.

This franchise is requested to extend for a period of time as deemed appropriate by the Board of Island County Commissioners.

360 899 8270

Phone

58 W NORTH CAMANO DR LLC

Corporation / Association / Name

Phone

JOEL EDWARDS

Contact Name

JOEL@ALPINEHOLDINGS11.COM

E-Mail Address (if available)

526 W WEST AVE #147, ARLINGTON, WA

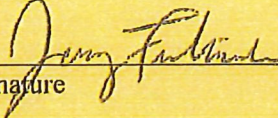
Address

Address

2-1-23

Date

Signature



NOTE: If applicant is a corporation, corporate name should be stated. Application shall be signed by an officer of the corporation. This application is to be executed by the owner(s) of the proposed facility. One copy of any exhibits or maps should be attached to the application.

APPLICATION & PROCESSING FEE: (Make Checks payable to Island County Public Works)

X \$527.36 for New / Expanding Water / Sewer / Gas / Utility Line

\_\_\_\_\_ \$618.00 for Cable System

\_\_\_\_\_ \$403.76 for Renewal of Franchise

\_\_\_\_\_ \$154.50 for Assignment/Transfer of Franchise

\_\_\_\_\_ \$203.50 first page \$1.00 each additional page invoiced when ready to record

paid at 75 already



## **Development Narrative**

### **58 N Camano Drive LLC**

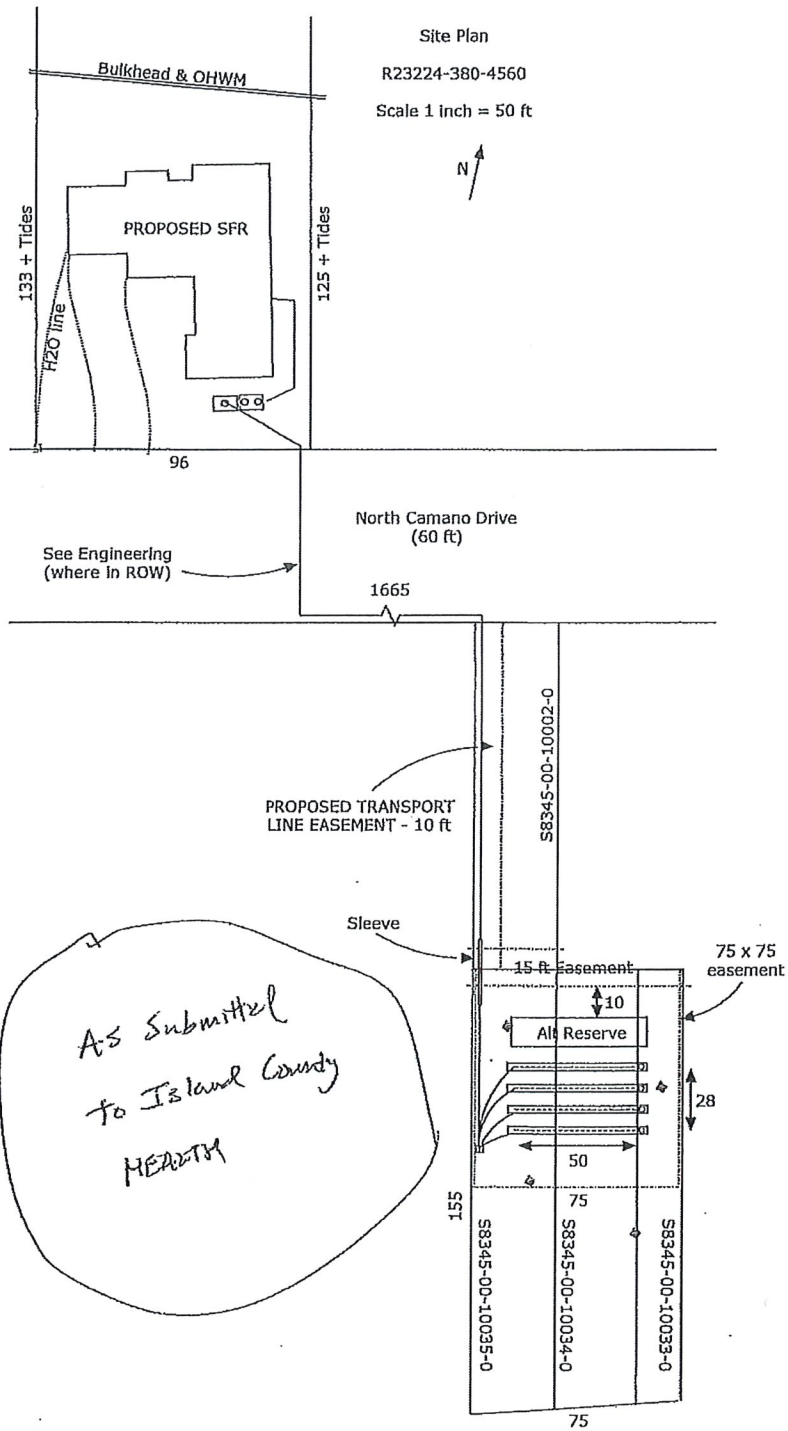
#### **Proposal**

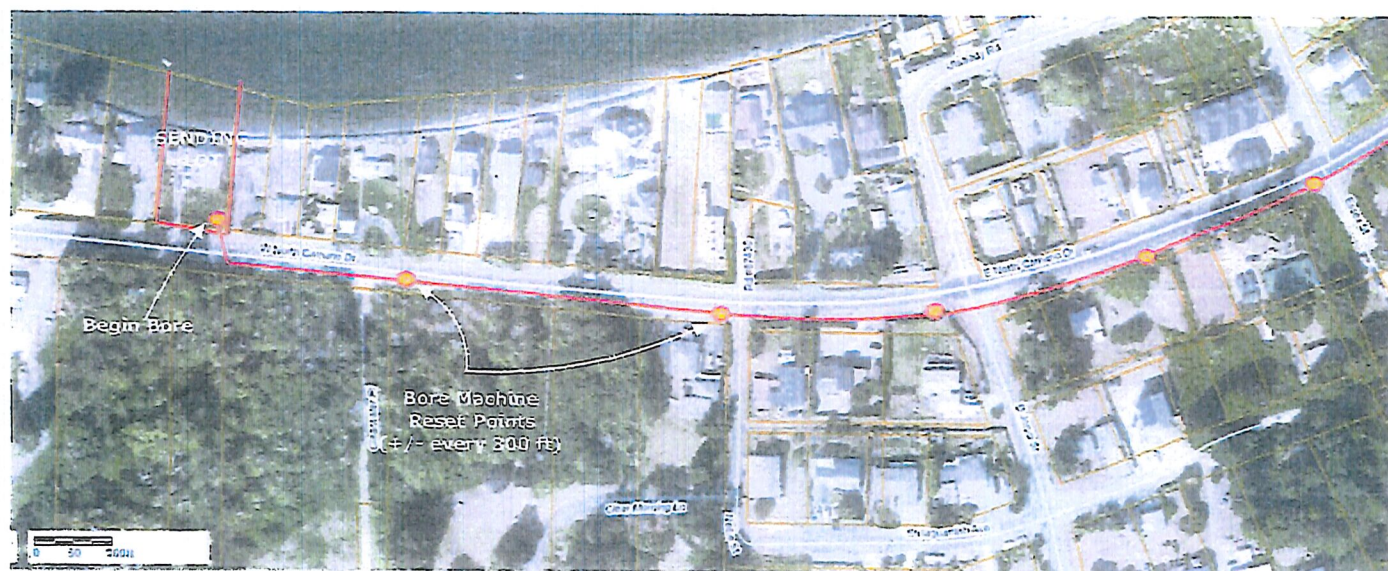
Obtain approvals to construct a +/- 1650 feet of 2 inch, HDPE transport line to serve an off-site septic drainfield.

The transport line will be installed in the county right of way as shown on engineered plans and pending septic applications. It will link the sending lot (R23224-380-4560) to the off-site drainfield located on the receiving lot (S8345-00-10033-0).

The pipe will be located along the southern boundary of North Camano Drives right of way. This location avoids a number of existing single party wells as required by Island County sanitary code.

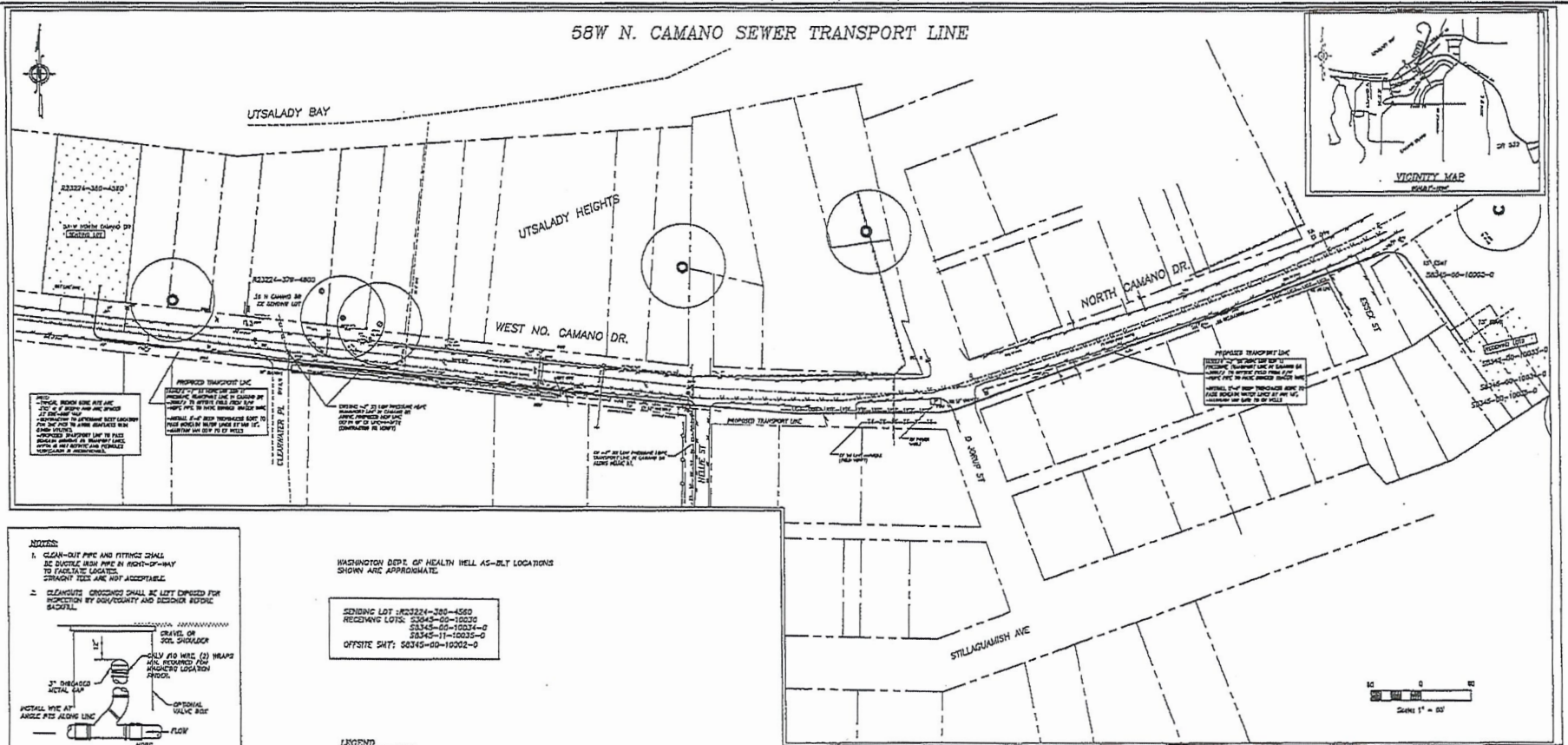
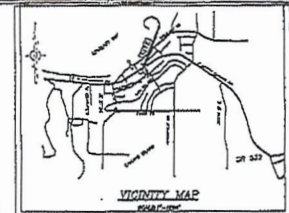






SEC. 24, T.32 N., R.2 E., W.M.

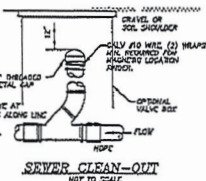
## 58W N. CAMANO SEWER TRANSPORT LINE



## SEWER TRANSPORT LINE PLAN

## NOTES

1. CLEAN-OUT PIPE AND FITTINGS SHALL BE DUCTILE IRON PIPE IN RIGHT-OF-WAY TO FACILITATE LOCATED. STRAIGHT TEES ARE NOT ACCEPTABLE.
2. CLEANOUTS CROSSINGS SHALL BE LEFT EXPOSED FOR INSPECTION BY DCH/COUNTY AND DESIGNER BEFORE BACKFILL.



### INSPECTION SCHEDULE

1. A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED BY THE CONTRACTOR WITH THE DEPT OF HEALTH INSPECTOR AND COUNTY ENGINEER 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

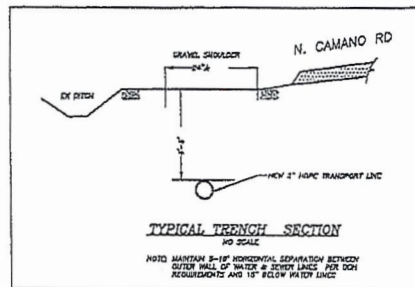
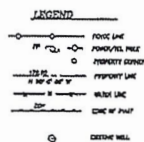
UTILITY CONFLICT NOTE:

**CAUTION:**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION, AND DEPTH OF ALL EXISTING UTILITIES, EASEMENTS, PROPERTY LINES, AND RECORDS - HAS BEEN REVIEWED AND SHOWN ON THESE PLANS OR NOT - PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE CALLING UTILITY LOCATE @ 811 AND PUT MOUNDING ALL OF THE EXISTING UTILITIES AT LOCATIONS OF NEW UTILITY CROSSINGS TO PHYSICALLY VERIFY WHETHER OR NOT CONFLICTS EXIST. LOCATIONS OF SAID UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION AND ARE NOT GUARANTEED AGAINST VARIATION. IF CONFLICTS SHOULD OCCUR, THE CONTRACTOR SHALL CONTACT COUNTY ENGINEER OR PERCO ENGINEERING TO RESOLVE ALL PROBLEMS PRIOR TO CONTINUING CONSTRUCTION.

WASHINGTON DEPT. OF HEALTH WELL AS-BLT LOCATIONS  
SHOWN ARE APPROXIMATE.

SENDING LOT :R23224-J80-4560  
RECEIVING LOTS: S3345-00-10030  
S3345-00-10034-  
S3345-11-10035-  
OFFSITE SMT: S3345-00-10002-0



OWNER

58 W NORTH CALIANO DR LLC  
328 N WEST AVE #147  
ARLINGTON, WA 98222  
jsash@ppln-holdingsllc.com

## INSTALLER

TRONCHILLES CONSTRUCTION LLC  
2004 129TH ST NE  
ARLINGTON, WA 98027  
PH: (206)489-6878  
info@tronchillesconstruction.com

CONTACT

JOHN EDWARDS  
FULLER CONCRETE INC  
328 N. WEST AVE. FLD 147  
ARLINGTON, VA 22223  
PH: (703) 999-0773  
john@edwinholdingsllc.com

SEPTIC DESIGNER

CHING WILSON  
POLYMER LAND CONSULTANTS  
370 E CANARY DR  
CANARY IS. WA 98282  
PH: (425) 833-7308  
WWW.POLYMERLANDCONSULTANTS.COM

|        |                |  |  |
|--------|----------------|--|--|
| REV. 1 | DATE: 04/14/04 |  |  |
|--------|----------------|--|--|

**PERCO**  
ENGINEERING P.C.  
(PROFESSIONAL SERVICES CORP.)  
9920 - 271ST ST. NW  
STANWOOD, WASH. 98292  
PHONE: (360) 629-8710  
[percoengineering@gmail.com](mailto:percoengineering@gmail.com)

SEWER TRANSPORT LINE

FOR

58TH W NORTH CAMANO DR LLC

TAX #: R23224-380-4560

design DRP  
drawn DRP  
app'd 12-1-22  
date 1 OF 2  
dwg. AS SHOWN  
scale 22-099  
job no. 22-099



## 58W N. CAMANO SEWER TRANSPORT LINE

TESTING:

1. All force mains and appurtenances shall be tested in section of convenient length under a hydrostatic pressure equal to 75 psi. for 15 minutes. All pumps, gauges, plugs, saddles, corporation stops, miscellaneous hose and piping, and measuring equipment necessary for performing the test shall be furnished and operated by the Contractor. Report to be submitted to Island County for approval.
2. The pipeline shall be backfilled & blocked sufficiently to prevent movement of the pipe under pressure. All thrust blocks shall be in place and time allowed for the concrete to cure before testing. Where permanent blocking is not required, the Contractor shall furnish and install temporary blocking and remove it after testing.
3. The mains shall be filled with water and allowed to stand under pressure a sufficient length of time to allow the escape of air and allow the lining of the pipe to absorb water. The contractor will furnish the water necessary to fill the pipelines for testing purposes.
4. The test shall be accomplished by pumping the main up to the required pressure, stopping the pump for 15 minutes, and then pumping the main up to the test pressure again. During the test, the section being tested shall be observed to detect any visible leakage. A clean container shall be used for holding water for pumping up pressure on the main being tested.
5. The quantity of water required to restore the pressure shall be accurately determined by pumping through a positive displacement water meter with a sweep unit hand registering 1 gallon per revolution. The meter shall be approved by the Engineer.
6. Acceptability of the test will be determined as follows:
  1. The quantity of water lost from the mains shall not exceed the number of gallons per hour as determined by the formula:  

$$P = \text{Average test pressure during the leakage test, psi.}$$

$$\text{in which } \text{Leakage} = \frac{NDP \times 0.5}{7,400}$$
  2. There shall not be an appreciable or abrupt loss in pressure during the 15 minute test period.  

$$\text{Leakage} = \text{gallons per hour.}$$

$$N = \text{No. of joints in the length of pipeline tested}$$

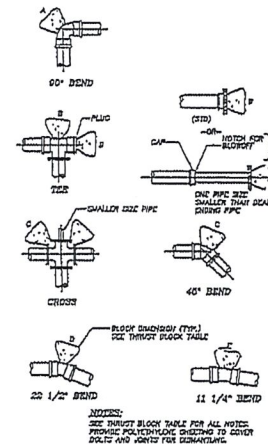
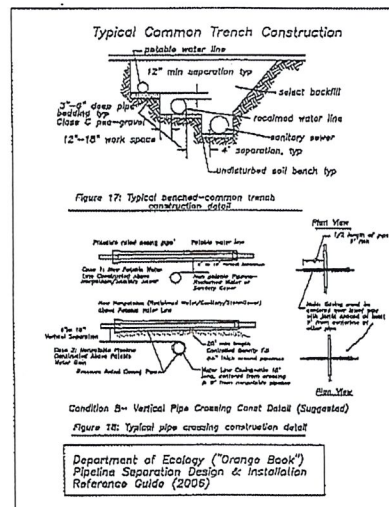
$$D = \text{Nominal diameter of the pipe in inches}$$
7. Gauges used in the test shall be accompanied with certifications of accuracy from a laboratory approved by the Engineer.
8. Any visible leakage detected shall be corrected by the Contractor regardless of the allowable leakage specified above. Should the tested section fail to meet the pressure test successfully as specified, the Contractor shall, at the Contractor's own expense locate and repair the defects and then retest the pipeline. Prior to calling out the Engineer to witness the pressure test the Contractor shall have all equipment set up completely ready for operation and shall have successfully performed the test to assure himself that the pipe is in a satisfactory condition.
9. Defective materials or workmanship, discovered as a result of hydrostatic field test, shall be replaced by the Contractor at the Contractor's expense. Whenever it is necessary to replace defective material or correct the workmanship, the hydrostatic test shall be re-run at the Contractor's expense until a satisfactory test is obtained.

GENERAL CONSTRUCTION NOTES

1. INSTALL METALLIC LOCATOR TAPE 4" ABOVE THE TOP OF THE FORCE MAINS BEFORE BACKFILL AND FINAL GRADING. (NOT REQ'D FOR TRENCHLESS INSTALLATIONS WHOPE & EMBEDDED TRACER)
2. HYDROSEED EXPOSED AREAS. TRENCH BACKFILL TO BE COMPACTED TO 95% OF MAXIMUM DENSITY WITHIN RIGHT-OF-WAY AND 95% BENEATH ROADWAYS OR SHOULDER.
3. PUBLIC STREETS TO BE KEPT FREE OF DIRT AND DEBRIS DURING CONSTRUCTION.
4. CONTRACTOR TO MAINTAIN ACCURATE CONSTRUCTION AS-BUILTS DURING INSTALLATION AND SUBMIT FOR OWNER, COUNTY, AND STATE RECORDS AT COMPLETION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL EXISTING UTILITIES FOR DEPTH AND LOCATION (WHETHER SHOWN ON THIS PLAN OR NOT) PRIOR TO CONSTRUCTION.
6. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH APPLICABLE STANDARDS OF ISLAND COUNTY, THE DEPARTMENT OF HEALTH, AND TEN STATES STANDARDS.
7. A MINIMUM OF 10 FEET HORIZONTAL DISTANCE WILL BE MAINTAINED BETWEEN WATER AND SEWER LINES EXCEPT WHEN LINES CROSS. SEWER CROSSING SHALL BE PERPENDICULAR TO WATER LINES WITH SEWER AT A MINIMUM OF 18" BELOW. COMPLY WITH SEPARATION NOTES BELOW.
8. TRANSPORT LINE TO BE HOPE MIN 50R11 UNLESS NOTED OTHERWISE.
9. TRANSPORT LINE LOCATION SHOWN IS APPROXIMATE & IS TO BE FIELD VERIFIED & ADJUSTED DEPENDING ON LOCATION OF EXISTING UTILITIES & CONDITIONS.
10. DESIGN IS TO BE CONSISTENT WITH CRITERIA FOR SEWAGE WORKS STDS "ORANGE BOOK" (WAC 246-272B-06500).

GENERAL NOTES

1. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE APPLICABLE EDITIONS OF THE ISLAND COUNTY ENGINEERING DESIGN AND DEVELOPMENT STANDARDS, AND APPLICABLE CODE, INCLUDING WASHINGTON STATE DEPARTMENT OF TRANSPORTATION/AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION, AND THE COUNTY ORDINANCES.
2. THE PROJECT MANAGER SHALL KEEP AN APPROVED SET OF CONSTRUCTION PLANS ON SITE AT ALL TIMES.
3. ALL WORK PERTAINING TO THIS PROJECT SHALL BE SUBJECT TO INSPECTION BY THE COUNTY INSPECTOR/DEPT OF HEALTH OR THEIR DESIGNATED REPRESENTATIVE.
4. PRIOR TO BEGINNING ANY SITE WORK, THE CONTRACTOR SHALL CONTACT THE COUNTY/DOH INSPECTOR AND SCHEDULE A PRE-CONSTRUCTION CONFERENCE.
5. EROSION CONTROL IF REQUIRED IS THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL REMAIN IN PLACE UNTIL THE PROJECT IS COMPLETED AND APPROVED BY THE DOH/ COUNTY INSPECTOR.
6. IF INDIVIDUALS REMOVING OR INSPECTING WORK ARE REPLACED DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO THE CIVIL ENGINEER, SOILS ENGINEER, CODE OR THE ENGINEERING RECORDS WORK, THEIR REVIEW SHALL BE STOPPED UNTIL ANOTHER QUALIFIED PERSON AGREES TO ACCEPT RESPONSIBILITY AND NOTICES PLANNING & DEVELOPMENT SERVICES IN WRITING.
7. A ROW USE PERMIT IS REQUIRED FROM THE DOW FOR ANY LANDROAD CLOSURES WITHIN THE ISLAND COUNTY ROW. CONTACT DOW AT LEAST 15 DAYS PRIOR TO CONSTRUCTION ACTIVITY WITHIN THE PUBLIC ROW.
8. FOR ANY ACTIVITY ENCOMPASSING ON SUCH PROPERTY THE APPLICANT SHALL OBTAIN WRITTEN PERMISSION FROM THE APPROPRIATE AUTHORITY.
9. FIELD CHANGES INCLUDING REVISIONS SHALL BE SUBMITTED AND APPROVED PRIOR TO CONSTRUCTION.
10. ENGINEERED RECORD DRAINAGES SHALL BE REQUIRED PRIOR TO SITE APPROVAL.
11. TRAFFIC CONTROL SHALL BE PROVIDED BY THE CONTRACTOR IN COMPLIANCE WITH THE LOCAL COUNTY STANDARDS.
12. EROSION CONTROL MAY NOT BE REQUIRED FOR MAINTENANCE & REPAIRS SPECIFIED, HOWEVER MINIMAL BMPs ARE RECOMMENDED. VERIFY WITH LOCAL AGENCY.



| THRUST BLOCK - TABLE |               |                   |                   |                   |                   |                   |                   |                   |                   |
|----------------------|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| PIPE SIZE            | PIPE PRESSURE | THRUST BLOCK AREA | THRUST BLOCK AREA | THRUST BLOCK AREA | THRUST BLOCK AREA | THRUST BLOCK AREA | THRUST BLOCK AREA | THRUST BLOCK AREA | THRUST BLOCK AREA |
| 4"                   | 200           | 2.00              | 2.00              | 2.00              | 2.00              | 2.00              | 2.00              | 2.00              | 2.00              |
| 6"                   | 200           | 2.00              | 2.00              | 2.00              | 2.00              | 2.00              | 2.00              | 2.00              | 2.00              |

- NOTES:
1. BEARING AREA OF CONCRETE THRUST BLOCK BASED ON 200 PSI PRESSURE AND SAFE SOIL BEARING LOAD OF 2,000 POUNDS PER SQUARE FOOT.
  2. AREA MUST BE ADJUSTED FOR OTHER PIPE SIZES, PRESSURES AND SOIL CONDITIONS.
  3. CONCRETE BLOCKING SHALL BE CAST IN PLACE AND HAVE A MINIMUM OF 1/4 SQUARE FOOT BEARING ADJACENT TO THE FITTING.
  4. BLOCK SHALL BEAR AGAINST FITTING BOLT AND SHALL BE CLEAR OF JOINTS TO PERMIT TIGHTENING UP OR REMOVAL OF JOINT.
  5. CONTRACTOR SHALL INSTALL BLOCKING ADEQUATE TO WITHSTAND FULL TEST PRESSURE AS WELL AS TO CONTINUOUSLY WITHSTAND OPERATION PRESSURE UNDER ALL CONDITIONS OF SERVICE.
  6. ALL BOLTS AND NUTS SHALL BE FORTIFIED PRIOR TO POURING CONCRETE.

CONCRETE BLOCKING

NOT TO SCALE

12/20/2022



**PERCO**  
ENGINEERING P.C.  
(PROFESSIONAL SERVICES CORP.)  
9920 - 271ST ST. NW  
STANWOOD, WASH. 98282  
PHONE: (360) 625-6710

## SEWER TRANSPORT LINE

FOR

58TH W NORTH CAMANO DR LLC

TAX #: R23224-380-4560

design: DRP  
drawn: DRP  
date: 12-1-22  
dwg: 2 OF 2  
scale: AS SHOWN  
job no: 22-099

RETURN ORIGINAL DOCUMENT TO:

58 W. North Camano Drive, LLC  
526 N. West Ave. #147  
Arlington, WA 98223



EXCISE TAX EXEMPT

04 / 05 / 2023

No Consideration Given

Island County Treasurer

**OFF-SITE DRAINFIELD EASEMENT**

**AND OPERATION AND MAINTENANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENT that I (we), the undersigned, owners(s) in fee simple of an interest in the land described herein, hereby declare this covenant and easement and place the same on record:

(1) I (we), the grantor(s) herein, am (are) the owner(s) in fee simple of (an interest in) the following described real estate situated in Island County, State of Washington, to wit:

Parcel I:

Parcel Number: s8345-00-10002-0.

Grantor(s): Michael Mellum

Property Legal Description:

The Eastern-most 10 feet of lot 2, block 10, First Plat of Utsalady, according to the plat thereof recorded in Volume 2 of Plats, page 16, records of Island County Washington, together with any vacated alley(s) adjacent to said property.

On which the grantee(s) herein may install, maintain, and repair septic tank tightline and drainfield over, across, and under which will serve the property owned by the grantee(s) herein, which is described as follows:

Parcel II:

Parcel Number: R23224-380-4560

Grantee(s): 58 West North Camano Dr. LLC

Property Legal Description:

That portion of Government Lot 3, Section, 24, Township 32 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at the Eastern Quarter of Section 24, Township 32 North, Range 2 East of the Willamette Meridian; thence along the Easterly line of said section 24, North 0°, 10', 10" West a distance of 1002.43 to the Northerly margin of the county road; thence along the Northerly margin of county road on a curve to the right having an initial course of North 89°07'58" West and a radius of 1402.70 feet, a distance of 93.22 feet; thence North 85°19'30" West a distance of 581 feet to the South East corner of the tract herein described and the true point of the beginning; thence North 85°19'30" West a distance of 96 feet; thence North 4°40'30" East a distance of 204.79 feet to the meander line, thence along said meander line South 77°32'51" East a distance of 96.89 feet; thence South 4°40'30" West a distance of 191.68 feet to the true point of the beginning; Except County right of way. Together with second class tidelands as conveyed by the State of Washington, located in front of, adjacent too and abutting said property.

Situate in the County of Island, State of Washington.



(2) It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor's land, which might be deleterious and injurious to the public health, safety and welfare.

(3)(a) Now, therefore, the grantor(s) agree(s) that said grantor(s) heirs, successors and assigns will not construct, maintain or suffer to be constructed or maintained upon the said land of the grantor's described above under the heading "Parcel I" and page 3 of this document so long as the same is used for maintenance and repair and operation of a septic tank tightline and/or drainfield. The grantor(s) shall be responsible for providing protection of all transport lines, drainfields and reserve areas from:

- (i) Encroachment by buildings or construction such as placement of swimming pools, power poles, etc;
- (ii) Cover by structures or impervious material;
- (iii) Surface drainage;
- (iv) Soil compaction, and
- (v) Damage by soil removal and grade alteration.
- (vi) Direct drains, such as footing or roof drains away from the area where the OSS drainfield is located;

(b) It is further covenanted, agreed and understood that unity of right, title and interest to the property described above under the heading "Parcel I" and "Parcel II", shall not affect these covenants and easements and the same shall run with the land until such time as this easement is terminated according to the terms enumerated in paragraph (3) (c) hereof.

(c) The grantor(s) further agree(s) that said covenants and easement shall run with the land and shall be binding on all parties assuming or acquiring any right, title or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof until such time as a sanitary sewer system approved by the Island County Health Department is available and connection is permitted by the sewer utility to serve the property described above under the heading "Parcel II", at which time the aforesaid easement and covenants will terminate without further notice upon the recording of a release of this easement and covenants signed by the Island County Health Department Officer.

(d) Nothing in this document or agreement is intended to limit access or additional utilities from being located within said easement areas provided access and utilities comply that ICC.8.07D and subsequent chapters therein allow said utilities.

(4) Nothing in this agreement is intended to or suggests that other benefits recorded or granted to parcel 1 above is conveyed through this easement or agreement.

(4) The off-site property owner(s) of Parcel II (grantees) is (are) responsible for properly operating and maintaining the OSS (on-site sewage system), and the entire length of sewage transport line between "Parcel I and Parcel II, and shall:

- (a) Determine the level of solids and scum in the septic tank and pump chamber (if applicable) once every three years;
- (b) Employ an approved pump to remove the septage from the tank(s) when the level of solids and scum indicates that removal is necessary. The septic tank shall be pumped when the total amount of solids equals or exceeds one-third (1/3) the volume of the tank. The pump and/or siphon chamber(s) shall be pumped when any solids are present;
- (c) Keep the flow of sewage to the OSS at or below the approved design both in quantity and waste strength;
- (d) Operate and maintain alternative systems as directed by the health officer;
- (e) Mark the easement area with permanent monuments; and
- (f) Provide vegetation maintenance over drainfield.

(5) The plot plan attached hereto is for illustrative purposes only and shall not serve to define or modify the easement described.

DATED this 30 day of March, 2023.

Michael F. Mellan  
Signature (Owner of Parcel I, Grantor(s))

[Signature]  
Signature (Owner of Parcel II, Grantee(s))

State of Washington }  
County of Island }

On this 30 day of March, 2023, before me the undersigned Notary Public in and for the above named County and State, duly commissioned and sworn, personally appeared Michael Mellan and [Signature], to me known to be the individuals described in and who executed the foregoing easement and acknowledge to me that they signed this said instrument as their free and voluntary action for the purposes and uses therein made.

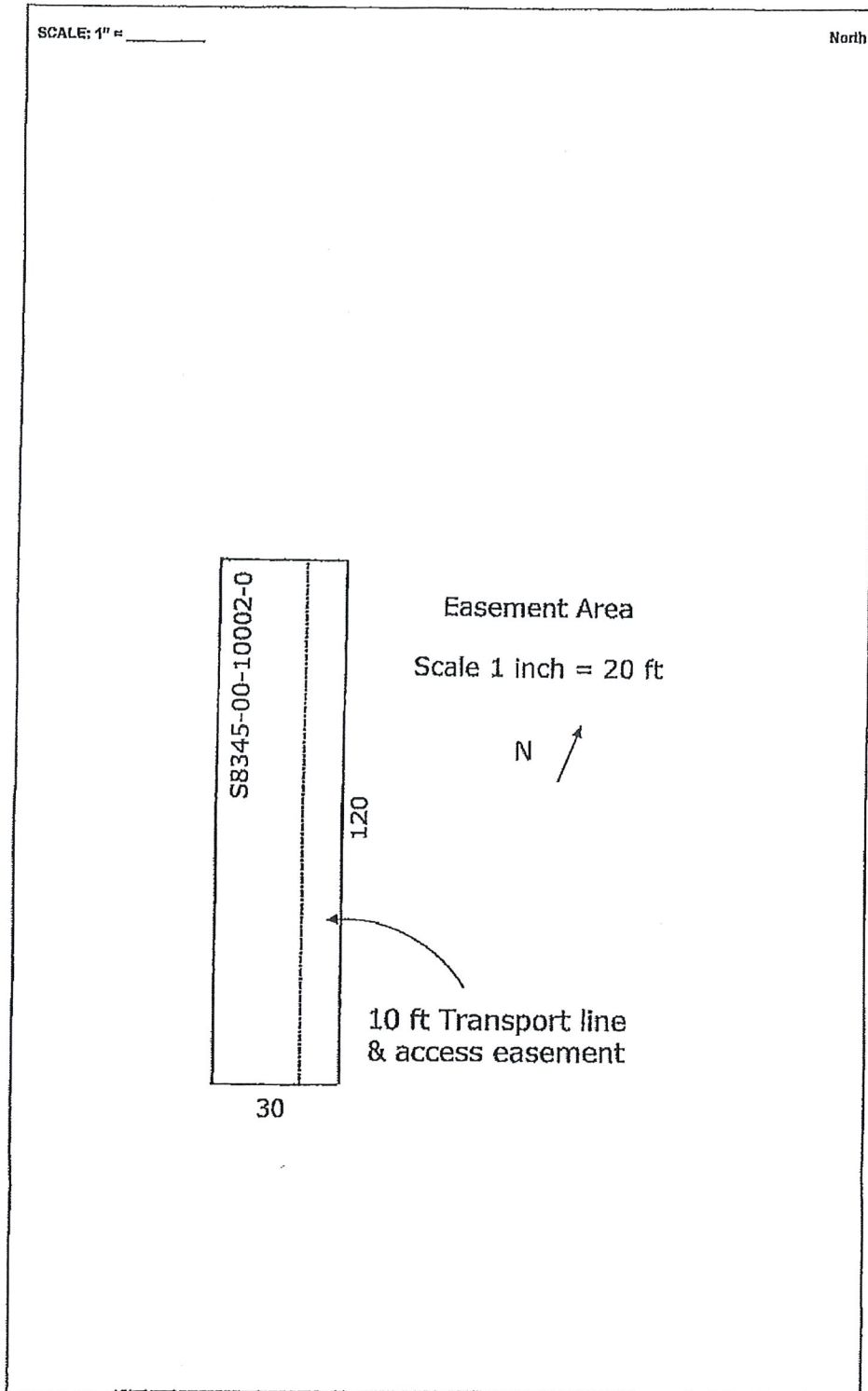
Given under my hand and official seal this 30 day of March, 2023.



Nicole Hayes  
Notary Public in and for the State of Washington  
residing at Stanwood, WA  
My commission expires: 3-6-26



ACCURATE PLOT PLAN DRAWN TO SCALE INCLUDING BUT NOT LIMITED TO: Property boundaries, location of well(s), drainfields, septic tanks, sand-filters, buildings, easements, critical areas, steep bluffs, etc.



RETURN ORIGINAL DOCUMENT TO:

58 W. North Camano Drive, LLC  
526 N. West Ave. #147  
Arlington, WA 98223

EXCISE TAX EXEMPT

04 / 05 / 2023

No Consideration Given

**Island County Treasurer OFF-SITE DRAINFIELD EASEMENT  
AND OPERATION AND MAINTENANCE AGREEMENT & UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENT that I (we), the undersigned, owners(s) in fee simple of an interest in the land described herein, hereby declare this covenant and easement and place the same on record:

(1) I (we), the grantor(s) herein, am (are) the owner(s) in fee simple of (an interest in) the following described real estate situated in Island County, State of Washington, to wit:

Parcel I:

Parcel Number(s): 58345-00-100033-0, 58345-00-100034-0, 58345-00-100035-0,

Grantor(s): Micheal Mellum

Property description: The Northeastern most 65 x 75 ft wide portion of lots 33, 34 and 35 of block 10, within the first plat of Utsalady, according to the plat thereof in Volume 2 of plats, page 15 records of Island County, including any portions of previously vacated alleys adjacent to said lots.

On which the grantee(s) herein may install, maintain, operate and repair septic tightline and drainfield over, across, and under which will serve the property owned by the grantee(s) herein, which is described as follows:

Parcel II:

Parcel Number: 123234-380-4560

Grantee(s): 58 W North Camano Dr, LLC

Property Legal Description:

That portion of Government Lot 3, Setion 24, Touwnship 32, Range 2 East of the Willametter Meridian, described as follows:

Beginning at the East Quarter corner of Section 24, Township 32 North, Range 2 East of the Willamette meridian, thence along the Easterly line of said section 24, North 0°, 10', 10" West a distance of 1002.43 feet to the Northerly margin of the county road; thence along the Northerly margin of county road on a curve to the right having an intital course of North 89°, 07', 58" West and a radius of 1402.70 feet, a distance of 93.22 feet; thence North 85°19'30" West a distance of 581 feet to the Southeast corner of the tract herein described and the true point of the beginning; thence North 85°19'30" West a distance of 96 feet; thence North 4°40'30" East a distance of 96 fee tot the meander line; thence along said meander line South 77°32'51" East a distance of 96.89 feet; then South 4°40'30" West a distance of 191.68 feet to the true point of the beginning; Exept County right of way. Together with second class tidelands, as conveyed by the State of Washington, located in front of, adjacen to and abutting thereon. All siuate in County of Island, State of Washington.

(2) It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor's land, which might be deleterious and injurious to the public health, safety and welfare.

(3)(a) Now, therefore, the grantor(s) agree(s) that said grantor(s) heirs, successors and assigns will not construct, maintain or suffer to be constructed or maintained upon the said land of the grantor's described above under the heading "Parcel I" and page 3 of this document so long as the same is used for maintenance and repair and operation of a septic tank tightline and/or drainfield. The grantor(s) shall be responsible for providing protection of all transport lines, drainfields and reserve areas from:

- (i) Encroachment by buildings or construction such as placement of swimming pools, power poles, etc;
- (ii) Cover by structures or impervious material;
- (iii) Surface drainage;
- (iv) Soil compaction, and
- (v) Damage by soil removal and grade alteration.
- (vi) Direct drains, such as footing or roof drains away from the area where the OSS drainfield is located;

(b) It is further covenanted, agreed and understood that unity of right, title and interest to the property described above under the heading "Parcel I" and "Parcel II", shall not affect these covenants and easements and the same shall run with the land until such time as this easement is terminated according to the terms enumerated in paragraph (3) (c) hereof.

(c) The grantor(s) further agree(s) that said covenants and easement shall run with the land and shall be binding on all parties assuming or acquiring any right, title or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof until such time as a sanitary sewer system approved by the Island County Health Department is available and connection is permitted by the sewer utility to serve the property described above under the heading "Parcel II", at which time the aforesaid easement and covenants will terminate without further notice upon the recording of a release of this easement and covenants signed by the Island County Health Department Officer.

(d) Nothing in this document or agreement is intended to limit access or additional utilities from being located within said easement areas provided access and utilities comply that ICC.8.07D and subsequent chapters therein allow said utilities.

(4) Nothing in this agreement is intended to or suggests that other benefits recorded or granted to parcel 1 above is conveyed through this easement or agreement.

(4) The off-site property owner(s) of Parcel II (grantees) is (are) responsible for properly operating and maintaining the OSS (on-site sewage system), and the entire length of sewage transport line between "Parcel I and Parcel II, and shall:

- (a) Determine the level of solids and scum in the septic tank and pump chamber (if applicable) once every three years;
- (b) Employ an approved pumper to remove the septage from the tank(s) when the level of solids and scum indicates that removal is necessary. The septic tank shall be pumped when the total amount of solids equals or exceeds one-third (1/3) the volume of the tank. The pump and/or siphon chamber(s) shall be pumped when any solids are present;
- (c) Keep the flow of sewage to the OSS at or below the approved design both in quantity and waste strength;
- (d) Operate and maintain alternative systems as directed by the health officer;
- (e) Mark the easement area with permanent monuments; and
- (f) Provide vegetation maintenance over drainfield.

(5) The plot plan attached hereto is for illustrative purposes only and shall not serve to define or modify the easement described.

DATED this 30 day of March, 2023.

Michael F. Mellon  
Signature (Owner of Parcel I, Grantor(s))

Jay F. Felt  
Signature (Owner of Parcel II, Grantee(s))

State of Washington  
County of Island

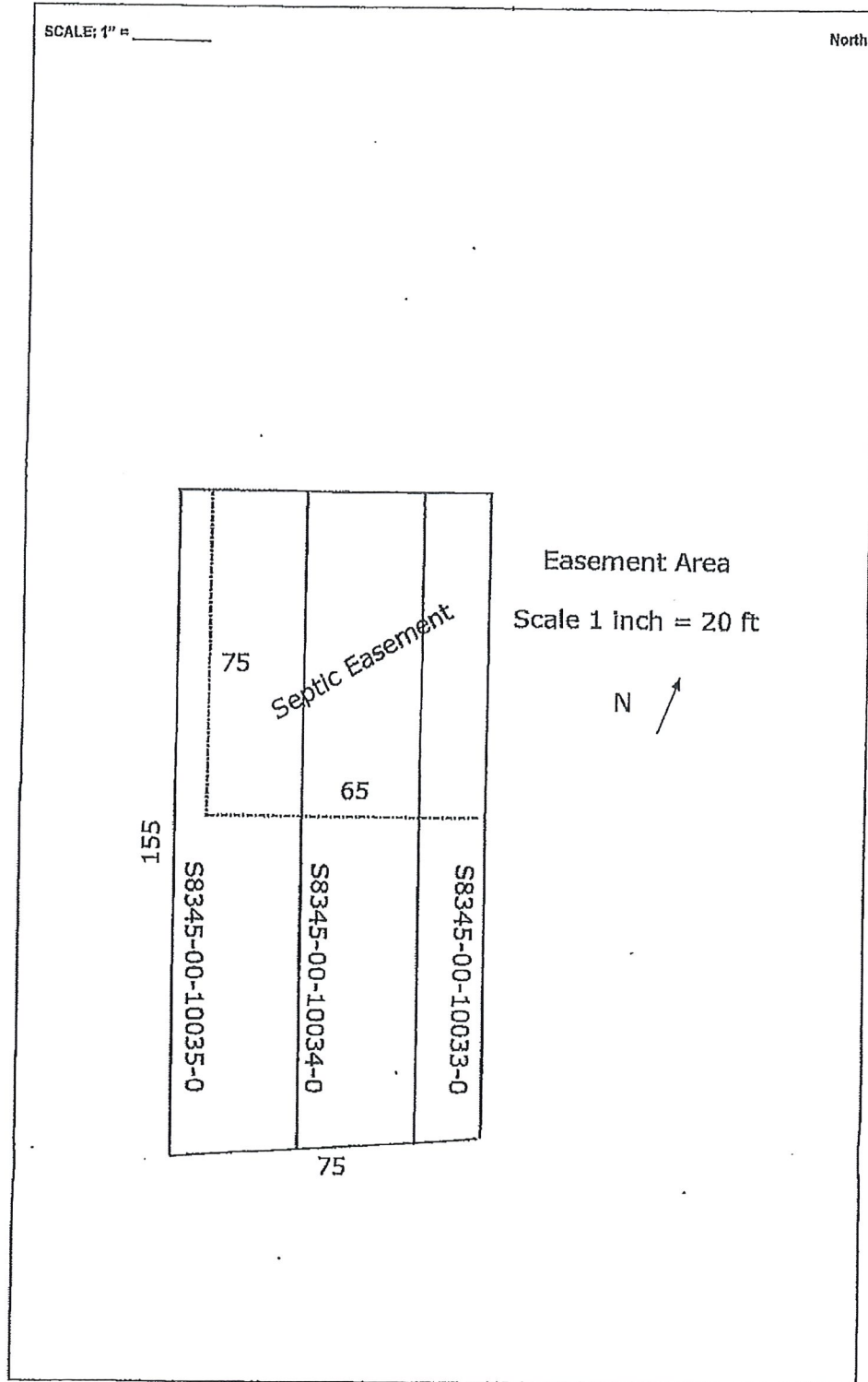
On this 30 day of March, 2023, before me the undersigned Notary Public in and for the above named County and State, duly commissioned and sworn, personally appeared Michael Mellon and Jay Felt, to me known to be the individuals described in and who executed the foregoing easement and acknowledge to me that they signed this said instrument as their free and voluntary action for the purposes and uses therein made.

Given under my hand and official seal this 30 day of March, 2023.



Nicole Hayes  
Notary Public in and for the State of Washington  
residing at Stevenson, WA  
My commission expires: 3-6-26

ACCURATE PLOT PLAN DRAWN TO SCALE INCLUDING BUT NOT LIMITED TO: Property boundaries, location of well(s), drainfields, septic tanks, sand-filters, buildings, easements, critical areas, steep bluffs, etc.





Client#: 731

JLLCONS

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                            |                                                    |                             |
|------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------------|
| PRODUCER<br>Propel Insurance<br>601 Union Street; Suite 3400<br>COM Construction<br>Seattle, WA 98101-1371 | CONTACT NAME: Hector Polanco                       |                             |
|                                                                                                            | PHONE (A/C, No, Ext): 800 499-0933                 | FAX (A/C, No): 866 577-1326 |
| INSURED<br><br>Fullwiler Construction Inc<br>526 N. West Ave. Suite 147<br>Arlington, WA 98223             | E-MAIL ADDRESS: Hector.Polanco@propelinsurance.com |                             |
|                                                                                                            | INSURER(S) AFFORDING COVERAGE                      |                             |
|                                                                                                            | INSURER A : GuideOne National Insurance Company    |                             |
|                                                                                                            | INSURER B : Travelers Casualty Ins Co. of America  |                             |
|                                                                                                            | INSURER C :                                        |                             |
|                                                                                                            | INSURER D :                                        |                             |
| INSURER E :                                                                                                |                                                    |                             |
| INSURER F :                                                                                                |                                                    |                             |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                         | ADDL INSR | SUBR WVD | POLICY NUMBER              | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> BI/PD Ded: \$5,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 56300065601                | 08/16/2023              | 08/16/2024              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                                                                                                                                       |           |          | 004W341662                 | 03/30/2023              | 02/18/2024              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                           |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                                                                                                                                          |           |          |                            |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                 |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                    | Y/N<br>N  | N/A      | 56300065601<br>WA STOP GAP | 08/16/2023              | 08/16/2024              | PER STATUTE <input checked="" type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                                             |


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 58 W North Camino Dr

Additional Insured Status applies per attached form(s).

## CERTIFICATE HOLDER

## CANCELLATION

|                                                      |                                                                                                                                                                |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Island County<br>PO Box 5000<br>Coupeville, WA 98239 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                      | AUTHORIZED REPRESENTATIVE<br>                                              |

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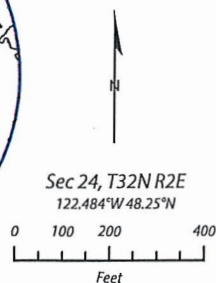
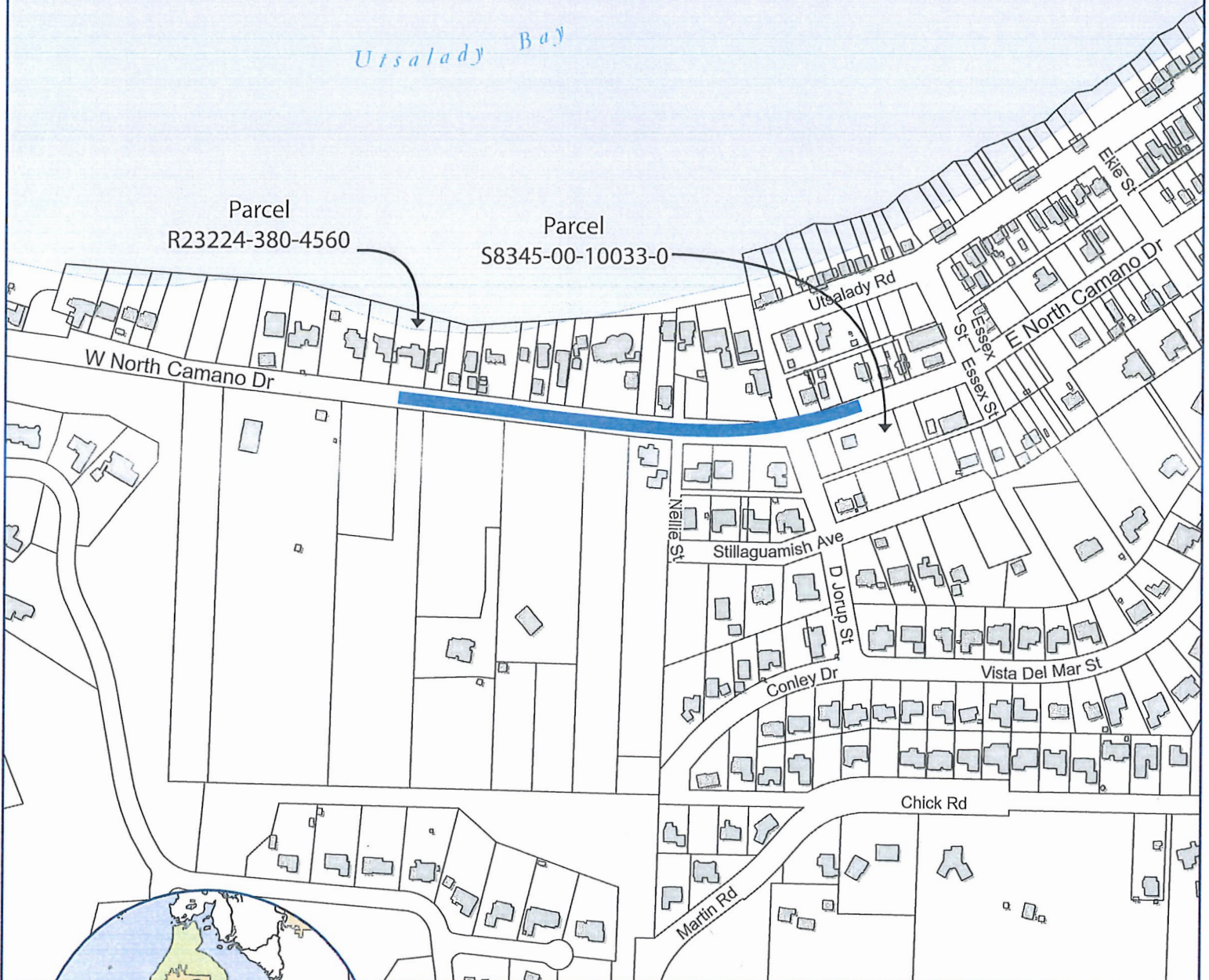
# Island County Public Works



Utsalady Bay

Parcel  
R23224-380-4560

Parcel  
S8345-00-10033-0



County roads proposed  
for franchise

Proposed  
Franchise  
  
58 W North  
Camano, LLC  
  
Vicinity Map  
12/1/2023





## Island County Emergency Management

*Eric Brooks, MIPM, Director Emergency Management*

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

Ph: 360-240-5572

Email: E.Brooks@islandcountywa.gov | www.islandcountywa.gov

### MEMORANDUM

07 February, 2024

TO: Board of County Commissioners – Island County

FROM: Eric Brooks, MIPM, Director Island County Emergency Management

RE: Final Draft of the Island County Master Mutual Aid Agreement

The Department of Emergency Management will bring to the Board of County Commissioners Work Session the final draft of the Island County Master Mutual Aid Agreement. The Island County Master Mutual Agreement is an updated version of the 1996 Mutual Aid Agreement signed by the same parties. The purpose is to provide a written agreement to lend assistance across jurisdictional boundaries in a specified manner at a requisite time. This can include sharing supplies, equipment, personnel, expertise, and information.

Mutual aid agreement provides for increased access to and fast delivery of critical resources during an emergency, professional solidarity in providing resources to affected communities. It also reassures the public that essential services will return quickly.

The agreement has gone through each signee review processes. Changes were discussed and incorporated as agreed. The final review was conducted through Island County and any changes incorporated before final review and signature. There has been no significant change to the document since the last Work Session. The only update was modifying the name of Island Transit in the signature block to include “Island County Public Transportation Benefit Area.”

Signees to the 2024 Island County Master Mutual Aid Agreement include:

- Island County
- City of Oak Harbor
- Town of Coupeville
- City of Langley
- North Whidbey Fire and Rescue
- Central Whidbey Fire and Rescue
- South Whidbey Fire and EMS
- Camano Island Fire and Rescue
- Whidbey Island Hospital District
- Island Transit

The final agreement has been reviewed and signed by all other signees. Island County will be the final signature.

**Island County**  
**Master Mutual Aid Agreement**

**This Agreement** is entered into and between all parties who have executed this Agreement as signatory parties thereto (individually “Party” or collectively “Parties”), including:

- Island County
  - City of Oak Harbor
  - Town of Coupeville
  - City of Langley
  - North Whidbey Fire and Rescue
  - Central Whidbey Island Fire & Rescue
  - South Whidbey Fire/EMS
  - Camano Island Fire Department
  - Whidbey Island Public Hospital District
- Island County Public Transportation Benefit Area, dba Island Transit. This Island County Mutual Aid Agreement (hereinafter “Agreement”) is entered into under the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act.

**I. Recitals**

**WHEREAS**, Island County and each of the political subdivisions within the county maintain resources for response to emergencies and disasters;

**WHEREAS**, in the event of a major emergency or other disaster, each of the Parties may need the assistance of the other Parties to provide equipment and personnel; and

**WHEREAS**, it is in the interest of the people of Island County, and the political subdivisions within the County, that public agencies work together to mitigate the impact of emergencies and disasters; and

**WHEREAS**, the Parties hereto executed a Mutual Aid Agreement Between Public Agencies on July 22, 1996; and

**WHEREAS**, subject to section 2 of the 1996 Mutual Aid Agreement, the Parties hereto mutually agree to terminate the 1996 Mutual Aid Agreement upon execution of the Island County Master Mutual Aid Agreement.

**NOW THEREFORE**, the Parties agree as follows.

## Island County Master Mutual Aid Agreement

### II. Definitions

- 1.0 **Incident Commander:** The individual designated by the Requesting Agency who is charged with overall management and command of an emergency incident pursuant to the National Incident Management System.
- 2.0 **Mutual Aid:** Provision of apparatus, personnel, and equipment as reasonably necessary and available to assist a requesting agency in matters relating to the services needed by a requesting agency.
- 3.0 **Requesting Agency:** A Party to this Agreement who has made a request for mutual aid from another Party pursuant to the terms of this Agreement.
- 4.0 **Responding Agency:** A Party to this Agreement who has agreed to provide mutual aid to another Party pursuant to the terms and conditions of this Agreement.

### III. Agreement

- 1.0 **Request for Assistance.** The incident commander of a Requesting Agency is authorized to request assistance from any other Party to this Agreement if confronted with an emergency situation requiring the need for resources beyond those available to the Requesting Agency.
- 2.0 **Response to Request.** Upon receipt of such a request, the Party receiving the request shall immediately take the following action:
  - 2.1 Determine if the Responding Agency has equipment and personnel available to respond to the Requesting Agency and determine the nature of the equipment and number of personnel available.
  - 2.2 Determine what available equipment and what available personnel could be dispatched in accordance with the operating plans and procedures established by the Parties.
  - 2.3 In the event the needed equipment and personnel are available, dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
  - 2.4 In the event the needed equipment and personnel are not available, immediately advise the Requesting Agency of such fact.
- 3.0 **No Requirement to Render Aid.** All personnel, resources, and services provided under the terms of this Agreement are furnished and/or supplied voluntarily and at the discretion of the Responding Agency. The Responding Agency shall have the primary interest of protecting its own constituency. Nothing herein shall limit the legislative discretion of the governing bodies of the Parties to determine their budget needs and determine appropriate levels of service, and nothing in this Agreement shall imply a duty to levy taxes, appropriate funds or enter into specific



## Island County Master Mutual Aid Agreement

terms of a Collective Bargaining Agreement (CBA) in order to effectuate the terms of the Agreement.

- 4.0. **Command Responsibility at Emergency Scene.** Each Party to this Agreement retains authority and responsibility for command within their own jurisdiction. Incident Commander of the Requesting Party shall be in command of the operations under which the equipment and personnel sent by the Responding Agency shall serve. However, Requesting Party does not have the authority to command operations in such a manner as to violate the policies and procedures in place by the Responding Agency, existing CBA, or standard safety codes for the incident at hand.
- 4.1 **Proper Refusal of Risk.** If, based on incident specific information relayed by on-scene personnel of the responding agency to the supervisor of the responding agency's resources it is determined that the risk associated with a specific task is unreasonable or contradict those guidelines established by responding agency's based on 1) assessment of hazards, 2) the capability of the resources, or 3) ability to mitigate the hazards, such determination shall be immediately relayed to the requesting agency. Possible alternative suggestions may be discussed; however, the responding agency reserves the right to terminate the assignment (if deployed) or may refuse the assignment prior to dispatching personnel. An assignment may be determined unsafe based on the situation at hand as solely determined by the responding agency. Situations deemed unsafe may include but are not limited to: 1) There is a violation of safe work practices, 2) environmental conditions make the work unsafe, 3) personnel lack the necessary qualifications or experience, or 4) the required equipment to safely perform the work is not available, or 5) the response activities violate the policies and procedures of the responding agency. If an assignment is refused or terminated, it shall be reported through the chain of command to the incident commander of the requesting agency. Nothing in this section 4.1 shall limit a responding agency's discretion in responding to a mutual aid request as set forth in Section 3.0.
- 5.0. **Termination of Service.** The equipment and personnel of the Responding Agency shall be released from service and returned to the responding district by the Incident Commander: 1) as soon as conditions may warrant, or 2) If incident specifics change and equipment is required within the Responding Agency's Jurisdiction.
- 6.0. **Liability.**
- 6.1. **No Liability for Responding Agency.** Except as expressly provided herein, no Party shall be liable for (i) failure to comply with any provision of this Agreement, or (ii) liability arising from providing or refusing to provide Mutual Aid under this Agreement.
- 6.2. Each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent or otherwise tortious actions or omissions of its employees, officers and officials. Such liability shall be apportioned among the at-fault Agencies or other at fault persons or entities in accordance with the laws



## Island County Master Mutual Aid Agreement

of the State of Washington. Each agency shall be solely responsible for its own attorney fees and any litigation related costs.

### 6.3 Nothing herein shall be interpreted to:

- (a) Waive any defense arising out of RCW Title 51, provided; however, each Agency agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respect to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.
- (b) Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or omission give rise to loss, claim or liability, including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.
- (c) Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment, fine or sanction is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

### 6.7 **Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement.

## 7.0 **Insurance.**

7.1 The Agencies shall each provide and maintain suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least  
\$2,000,000 for each occurrence.

7.2 To the extent permitted by the applicable insurance policies, each Party hereby waives any right of subrogation against the other Parties. In this regard, each Party utilizing a self-insurance retention program waives subrogation for any payment thereunder.

## 8.0. **Compensation.** Each Party agrees that it will not seek compensation for services rendered

## Island County Master Mutual Aid Agreement

under this Agreement from the other Party requesting assistance unless it becomes a declared and reimbursable event or if insurance compensates for expenses. This provision shall not limit two or more Parties from entering into a separate agreement in other areas or on different conditions for compensation.

- 9.0 **Pre-Emergency Planning.** The Parties to this Agreement shall, from time to time, mutually establish pre-emergency plans which shall indicate the types and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and ensure the proper protection by the Responding Agency of its own geographical area.
- 10.0 **Non-Exclusive Agreement.** The Parties to this Agreement shall not be precluded from entering into similar Agreements or first response Agreements with others.
- 11.0 **Withdrawal.** Any Party shall have the right to withdraw from this Agreement at any time by providing written notice to every other Party as follows:
- 11.1 Written notice shall be served by any Party hereto upon the other Party or Parties of its intention to withdraw from the Agreement. Such notice shall be served not less than thirty (30) days prior to the withdrawal date set forth therein and a copy shall be forwarded to each Party signatory hereto. Said notice shall automatically terminate the Agreement as to the withdrawing Party on the date set out unless rescinded prior thereto in writing.
- 11.2 Such withdrawal shall not affect the continuation of the Agreement as to any Party not indicating an intention to withdraw as provided herein.
- 11.3 Withdrawal shall not preclude future agreements for mutual aid between the Parties.
- 12.0 **Equipment.** The Parties to this Agreement do not anticipate the joint purchase of any personal property. Nothing in this Agreement transfers title or ownership of any equipment or personal property used pursuant to this Agreement.
- 13.0 **Administration of this Agreement.** Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the Fire Chiefs, Police Chiefs, Sheriff, and Department Directors of the respective Parties.
- 14.0 **Status of Personnel.** No employee of any Party to this Agreement shall be deemed to have become an employee of another Party or be covered by any insurance or pension plans of another Party by the employee's participation in the performance of this Agreement.
- 15.0 **Duration and Effective Date.** This Agreement shall take effect and be in full force and effect upon execution by all parties and recording with the Island County Auditor. The duration of this Agreement shall be for one (1) year commencing from the date of signing, provided that this

## Island County Master Mutual Aid Agreement

Agreement shall be automatically continued from year to year unless terminated as provided above.

- 16.0 **Notice.** Any notices given under this Agreement shall be deemed to be sufficient if in writing and delivered personally or sent via certified mail to the Party affected at the address set forth on the signature page.
- 17.0 **No Benefit to Third Parties.** Agreement shall not be construed to provide any benefits to any third parties, including but not limited to the employees or volunteers of any Party. Without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.
- 18.0 **Separate Property.** It is not contemplated that any property, real or personal, will be acquired by any Party separately or jointly as a result of this Agreement. No separate fund shall be established with regard to this Agreement. Any acquisition of joint property shall be subject to a separate Interlocal Agreement executed prior to or at the time of such joint acquisition. All equipment and property owned or acquired solely by a Party hereto shall remain the equipment and property of that Party.
- 19.0 **Drafting.** Each Party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which Party drafted a particular provision.
- 20.0 **Severability.** Any invalidity, in whole or in part, of any provision of this Agreement, shall not affect the validity of any other of its provisions.
- 21.0 **Waiver.** No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.
- 22.0 **Amendment.** No modification, termination or amendment of this Agreement may be made except by written Agreement signed by all Parties.
- 23.0 **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties concerning the matters addressed herein. This Agreement supersedes and nullifies any previous Agreements or understandings, whether written and oral, between those Parties to this Agreement.
- 24.0 **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.



Island County Master Mutual Aid Agreement

**Island County**

**Central Whidbey Island Fire & Rescue**

By: \_\_\_\_\_

By \_\_\_\_\_

Its: \_\_\_\_\_

Its \_\_\_\_\_

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

Date \_\_\_\_\_

**City of Oak Harbor**

**South Whidbey Fire/EMS**

By: \_\_\_\_\_

By \_\_\_\_\_

Its: \_\_\_\_\_

Its \_\_\_\_\_

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

Date \_\_\_\_\_

**Town of Coupeville**

**Camano Island Fire Department**

By: \_\_\_\_\_

By \_\_\_\_\_

Its: \_\_\_\_\_

Its \_\_\_\_\_

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

Date \_\_\_\_\_

**City of Langley**

**Whidbey Island Hospital District**

By: \_\_\_\_\_

By \_\_\_\_\_

Its: \_\_\_\_\_

Its \_\_\_\_\_

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

Date \_\_\_\_\_

**North Whidbey Fire and Rescue**

**Island County Public Transportation  
Benefit Area dba Island Transit**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

**Island County Public Works***Ed Sewester, P.E., County Engineer*1 NE 7<sup>th</sup> Street, Coupeville, WA 98239

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

Email: Ed.Sewester@islandcountywa.gov | www.islandcountywa.gov

**MEMORANDUM**

February 7, 2024

TO: Board of County Commissioners – Island County

FROM: Sheila R. Daut – Civil Engineer

RE: Road Closure of Penn Cove Road Stabilization Realignment, Oak Harbor, WA  
JL 00591-0901, CRP 22-07

On December 12, 2023, the Island County Board of County Commissioners (BOCC) executed a contract for the Penn Cove Road Stabilization Realignment project. Island County Public Works seeks permission from the BOCC for a thirty consecutive day closure of Penn Cove Road.

The project is located on Penn Cove Road beginning approximately 200-feet west of the Skylark Place (Private Road) intersection and continues for 1,000-feet, ending approximately 1,150-feet east of the Monroe Landing Road intersection. The project consists of the realignment of Penn Cove Road 5-6-feet to the North, installation of a storm sewer system, and guardrail.

Due to the unstable bluff and limited remaining right-of-way, Penn Cove Road will need to be closed between Gabrielson Road and Monroe Landing Road for thirty consecutive days to complete the road relocation. The total working days allowed for this project is thirty working days. Local access for property owners in the road closure zone will remain during the closure.

The project includes archaeological monitoring as the project lies within a culturally sensitive area. The construction start date is pending due to weather.

Respectfully,

A handwritten signature in blue ink, appearing to read "Sheila R. Daut".

Sheila R. Daut  
Civil Engineer



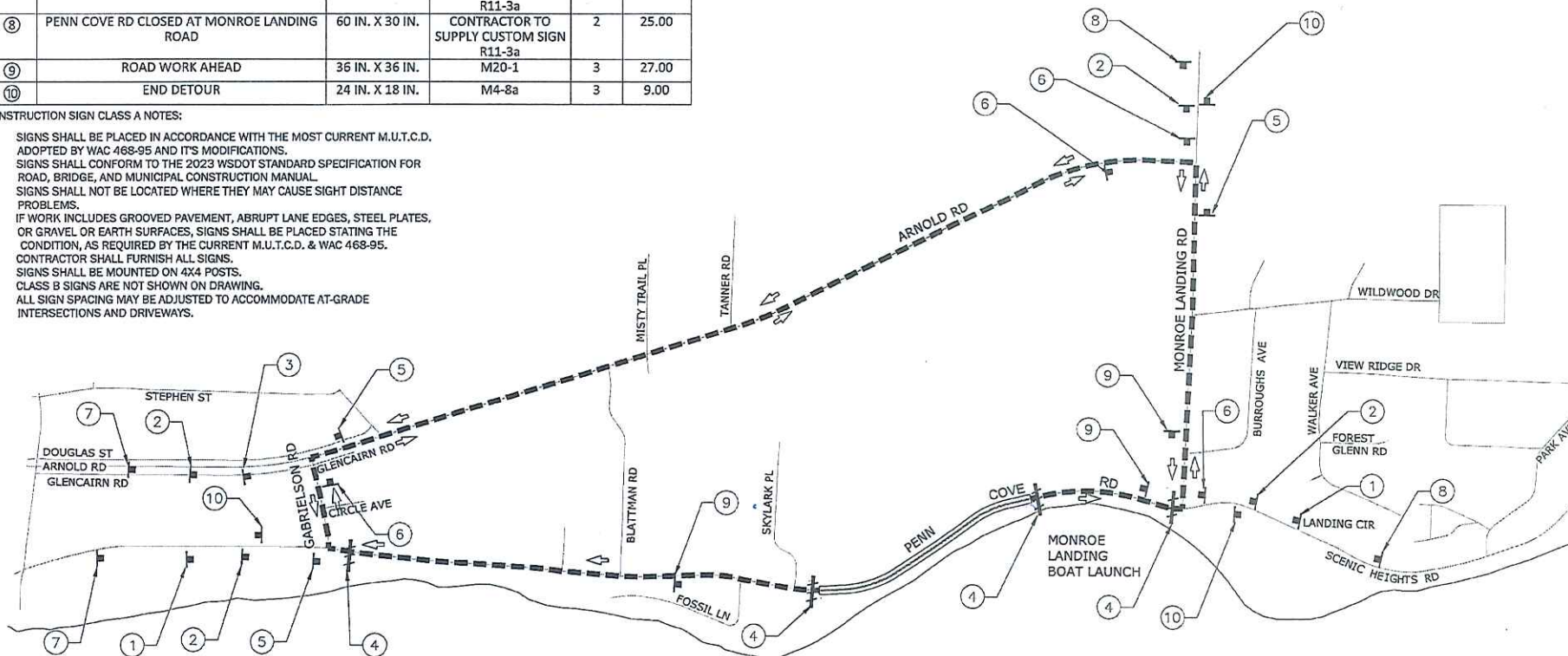
**CONSTRUCTION SIGN CLASS A NOTES:**

1. SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE MOST CURRENT M.U.T.C.D. ADOPTED BY WAC 468-95 AND ITS MODIFICATIONS.
2. SIGNS SHALL CONFORM TO THE 2023 WSDOT STANDARD SPECIFICATION FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION MANUAL.
3. SIGNS SHALL NOT BE LOCATED WHERE THEY MAY CAUSE SIGHT DISTANCE PROBLEMS.
4. IF WORK INCLUDES GROOVED PAVEMENT, ABRUPT LANE EDGES, STEEL PLATES, OR GRAVEL OR EARTH SURFACES, SIGNS SHALL BE PLACED STATING THE CONDITION, AS REQUIRED BY THE CURRENT M.U.T.C.D. & WAC 468-95.
5. CONTRACTOR SHALL FURNISH ALL SIGNS.
6. SIGNS SHALL BE MOUNTED ON 4X4 POSTS.
7. CLASS B SIGNS ARE NOT SHOWN ON DRAWING.
8. ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE AT-GRADE INTERSECTIONS AND DRIVEWAYS.

LEGEND:

 POST-MOUNTED  
BARRICADE TYPE III

 DETOUR ROUTE



Office of the  
**ISLAND COUNTY ENGINEER**  
1 NE 6th Street  
Coupeville, WA 98239-5000  
T. 360-679-7331 F. 360-678-4550

|                        |                             |
|------------------------|-----------------------------|
| SURVEYED BY:           | <b>Christoff Schnobrich</b> |
| SURVEYOR               |                             |
| DRAWN BY:              | <b>SD</b>                   |
| ENGINEERING TECHNICIAN |                             |
| DESIGNED BY:           | <b>Shella Daut</b>          |
| PROJECT MANAGER        |                             |
| CHECKED BY:            | <b>Nick Tuttle</b>          |
| ENGINEERING MANAGER    |                             |

|               |          |
|---------------|----------|
| DATE STARTED: | 09-22-14 |
| DATE STARTED: | 05-2022  |
| DATE          |          |

|      |  |
|------|--|
| DATE |  |
| DATE |  |



|        |                                             |    |
|--------|---------------------------------------------|----|
| 012002 | ADD'L TOPG & REVISED PROJECT LIMITS PER SRD | HB |
|        |                                             |    |
|        |                                             |    |
|        |                                             |    |
|        |                                             |    |
| DATE   | REVISIONS                                   | BY |

SCALE:



SCALE APPLIES TO FULL SIZE (22" x 34")  
PRINTS ONLY. SCALE ACCORDINGLY FOR  
PRINTS OF OTHER SIZES.



SECT. 21, TWP. 32N., R. 1E., W.M.  
J.L. No. 00591-0901 C.R.P. No. 22-02

# PENN COVE ROAD STABILIZATION REALIGNMENT

### TRAFFIC CONTROL

SHEET  
12  
OF  
13



## Island County Public Works

*Ed Sewester, P.E., County Engineer*

---

1 NE 7th St, Coupeville, WA 98239

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

Email: Ed.Sewester@islandcountywa.gov | www.islandcountywa.gov

### MEMORANDUM

February 7, 2024

TO: Board of County Commissioners – Island County

FROM: Ed Sewester, P.E., County Engineer

RE: Road Levy Certification

---

As required by the WAC 136-150-021 (Ascertaining the Road Levy), the county road administration board requires that every county legislative authority submit, no later than March 1st of each year, a certification showing the amount of the road levy fixed and the amount, if any, budgeted for traffic law enforcement and/or any other purpose in accordance with RCW 36.33.220.

The new process for the March 1, 2024 certification submission is totally electronic signature by the County Engineer and the BOCC Chair (attached is the form to be electronically certified).

# Road Levy Certification (Island - 2024)

• If you wish to communicate with staff regarding your application, use the **Notes** tab located within the left side menu.

Print/Send Report: 

Open

\* Primary Contact:

Ed Sewester

Report Open Date:

01/16/2024

Initial Report Due Date:

03/01/2024

Final Report Due Date:

03/01/2024

Report Year:

2024

GENERAL

Required signatures – BOCC or Council Chair/County Executive and County Engineer

Certification of Road Levy and Estimated Revenue Produced

\* Total County Valuation

\$25,669,683,984.00

\* Road District Valuation

\$21,428,612,074.00

\* Highest Lawful Road Levy

Line I, highest Lawful Levy Calculation form, DOR form REV 64-0007)

\$9,940,269.95

\* County Road Levy Shifted to Current Expense

per RCW 84.52.043

\$0.00

\* Adjusted Highest Lawful Road Levy

Click "Save Draft" to update

\$9,940,269.95

\* Actual Adopted/Established Road Levy

(Levy fixed in accordance with RCW 36.40.090) do not include any refund levy amounts 2024

\$9,857,493.81

\* Banked Capacity to carryover to next year

(Road District Only) Click "Save Draft" to update

\$82,776.14

County Road Property Tax Revenues Diverted for Other Unincorporated Purposes in Accordance with RCW 36.33.220, RCW 39.89 or RCW 84.55.050

\* Diverted Levy Amounts

For services to be provided

JUMP TO

Certification of Road Levy and Estimated Revenue Produced

County Road Property Tax Revenues Diverted for Other Unincorporated Purposes in Accordance with RCW 36.33.220, RCW 39.89 or RCW 84.55.050

Road Funds Budgeted to be used to Traffic Law Enforcement

https://crab.us-1.smartsimple.com/iface/ex/ax\_index.jsp

1/2

Road Levy Certification (Island - 2024)

Drop files here or [browse files](#)

Total Diverted Road Levy

Click "Save Draft" to update

\$0.00

Road Levy Revenue Remaining for Roads

(RCW 36.82.040) Click "Save Draft" to update

\$9,857,493.81

Road Funds Budgeted to be used to Traffic Law Enforcement

\* Traffic Law Enforcement Funded Through Operating Transfer (per agreement with documentation of appropriate use of Road Fund)

\$1,115,114.00

\* Traffic Law Enforcement Funded Through Direct Payment (cost reimbursement)

\$0.00

\* Total Budgeted Road Fund Expenditures for Traffic Enforcement

Click "Save Draft" to update

\$1,115,114.00

**Reporting of Diverted Road Levy and budgeted Road Fund Expenditures for Traffic Law Enforcement amounts are both required in order to ascertain county eligibility for RATA funds. (See WAC 136-150-030)**

**Note:** WAC 136-150-021 provides that "The CRABoard will request that every county legislative authority submit a certification showing the amount of road levy fixed and the amount, if any, budgeted in accordance with RCW 36.33.220 for traffic law enforcement and/or any other purpose from diverted road levy no later than March 1st of each year"