

**ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE**  
**APRIL 3, 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.	Commissioners' Office
9:40 a.m.	Facilities
9:55 a.m.	County Administration
10:10 a.m.	Planning & Community Development
11:10 a.m.	Public Health

**NOON BREAK**

1:00 p.m.	Public Works
1:30 p.m.	Budget & Risk Management/ARPA

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 COMMISSIONERS**

**WORK SESSION AGENDA**

**MEETING DATE: 4/3/2024**

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

**From: BOCC Staff**

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**Amount of time requested for agenda discussion. 40 minutes**

**Agenda Item No.: 1**

**Subject: Preliminary discussion of 2025 Legislative Priorities.**

**Description:** The Board will begin discussion around 2025 Legislative Priorities to provide information to the Washington State Association of Counties (WSAC) prior to their May conference.

**Attachment: 2024 Legislative Priorities**

**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

**Agenda Item No.: 2**

**Subject: Reappointment to the Housing Advisory Board Position 5.**

**Description:** The Board has received a request for reappointment for Position 5 on the Housing Advisory Board.

**Attachment: Housing Advisory Board Roster**

**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

**Agenda Item No.: 3**

**Subject:** Reappointment to the Housing Advisory Board Position 9.

**Description:** The Board has received a request for reappointment for Position 9 on the Housing Advisory Board.

**Attachment:** Housing Advisory Board Roster

**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

**Agenda Item No.: 4**

**Subject:** Reappointment to the Housing Advisory Board Position 14.

**Description:** The Board has received a request for reappointment for Position 14 on the Housing Advisory Board.

**Attachment:** Housing Advisory Board Roster

**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

**Agenda Item No.: 5**

**Subject:** Reappointment to the North Sound Behavioral Health Administrative Services Organization Advisory Board (NSBHASO) Position 2.

**Description:** The Board has received a request for reappointment for Position 2 on the NSBHASO.

**Attachment:** NSBHASO Roster

**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

**Agenda Item No.: 6**

**Subject:**       **Appointment to the Island County LEOFF I Disability Board Member-at-Large Position 5.**

**Description:** The Board has received a request for appointment to the vacant Island County LEOFF I Disability Board Position 5.

**Attachment:** **Island County LEOFF I Disability Board Roster**

**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





## 2024 Legislative Priorities

### **Remove Tax Exemption for Corporations Providing Private Military Housing – SB 5845**

Island County contains a large military population due to the Naval Base located in Oak Harbor. The State passed legislation in 2008 enacting a property tax exemption for private housing developers providing military housing. There is one such provider receiving this exemption in Island County, Hunt Military Communities, a multi-state property management company headquartered in Texas. Island County is committed to ensuring that military families have access to affordable housing close to base; however, this property tax exemption has resulted in an inequitable tax structure for other residents of Island County, who must take on additional tax burden to cover the cost of providing services to all residents. Though the federal government offers some services through Naval Base, the majority of key government functions are provided through the City, County, and other junior taxing districts, including healthcare, police, and schools. Under the current tax model, local taxpayers are subsidizing the cost of providing affordable military housing for the private corporation; however, it is the federal government's responsibility to ensure that housing remains affordable proportional to military salaries in their contracts with the housing provider. To ensure that all residents of Island County are paying for their share of costs, **Island County asks the Legislature to pass Senate Bill 5845, sunseting this property tax exemption provided to private housing providers.**

### **Emergency Generator Replacement**

The County requests **\$1 million in the Capital budget** to cover additional costs associated with replacing a 1973 diesel generator used to energize the Island County emergency response center and County Jail. The current antiquated generator, which is beyond its useful life, will be replaced with a propane-fired generator sized to power all aspects of the Island County Administrative Annex, including the emergency response center, and the County Jail. The County received \$386,000 in the 2023 Capital budget for this project; however, bids have come back significantly higher than projected due to complicated electrical work to place the generator in the jail, and high costs for contractors. The total cost is now \$1.4 million to complete the project.

### **Ituha Stabilization Facility – Bridge Operating Dollars and Design for Bed Expansion**

The Ituha Stabilization Center, located in Oak Harbor, provides mental health stabilization services, secure withdrawal management (SWM), medically assisted treatment (MAT), and inpatient treatment referrals to individuals in Island County and surrounding communities, including Skagit and San Juan Counties. This is the only secure withdrawal management and stabilization facility in Island County, allowing constituents to access life-saving care without needing to travel to the mainland. Currently, the Ituha Center has 10 beds. There is a need for additional service capacity in the community, and the facility could be expanded to include 6 more beds, for a 16-bed total. The County is ready to move into the design phase of the facility, with construction estimated to conclude by the end of 2026. **Island County requests \$90,000 in the Capital budget to complete design of this facility expansion**, with the intention to request \$900,000 in the 2025 legislative session for construction to complete the project. **Additionally, the County requests \$820,000 in the Operating budget to cover operational shortfalls for the Ituha Center through 2024.** These shortfalls are a result of inflationary increases in the cost to operate, which have outpaced MCO reimbursement rates for services.

### **County Aquifer Recharge Study**

**Island County requests \$250,000 in the operating budget** to complete a comprehensive drinking water infrastructure assessment to ensure the County has adequate and sustainable drinking water sources to accommodate short-term and future growth. The funding will allow the County to contract with a consultant to complete a comprehensive, community-informed study, resulting in a report to the County including



2024 Island County  
Legislative Priorities

recommendations for monitoring approaches, infrastructure improvements, and an assessment of existing state and federal funding opportunities for future investments.

**Clarify the Allowed Use of .09 Funding for Workforce Housing and Land Banking – HB 1987**

A lack of workforce housing is a significant inhibitor of economic development. In recognition of this, in 2022, the Legislature amended RCW 82.14.370 to allow use of funding for affordable workforce housing infrastructure and facilities. The amended statute remains unclear with respect to whether public ownership is required for those facilities and whether pre-development activities, such as land banking, are suitable uses of the funds. We ask the Legislature to provide clarification so rural counties can utilize this funding with nonprofit partners to build workforce housing.

**Fund Island County Transportation Needs:**

*Regional Ferry Needs*

Island County is a coastal community that relies on the state ferry system for mobility. Without a robust and reliable ferry system, County residents lack access to essential services and travel. Island County requests full funding for regional ferry needs, including:

- Full operational funding, including staffing, to operate two ferries on the Coupeville/Port Townsend Route and Clinton/Mukilteo Route
- Second half of capital funding for a replacement ferry boat in the fleet
- Support the Joint Legislative Transportation Committee Workforce Plan for Washington State Ferries

*SR-20 Shoulder Widening – Race Road to Welcher Road*

This WSDOT-led project will widen the shoulder on SR-20 from Race Road to Welcher Road. In addition to safety benefits, the 4-foot shoulder will improve emergency vehicle access and bicycle and pedestrian mobility. While design is fully funded, \$3.5 million is needed to complete construction. Island County respectfully requests **\$3.5 million** to finish the project and requests WSDOT improvements are completed on schedule, in 2026.

*SR-20 Deception Pass Vicinity Guardrail Replacement*

Guardrails along SR-20 leading up to Deception Pass Bridge are aging and do not meet current safety standards, creating a hazard for the multitude of residents and tourists that travel this stretch of road. The County and WSDOT have completed design for replacement guardrails that would both satisfy safety standards and meet historic character specifications as required for areas listed under the National Register of Historic Places. This project is in coordination with Skagit County and Deception Pass State Park. Island County requests **\$6.375 million** to replace the entire expanse of the aging guardrail.

*Roundabout at East Camano Drive and Cross Island Road*

Island County requests **\$3.4 million** to complete a roundabout at the intersection of East Camano Drive, Cross Island Road, and Arrowhead Road. The existing intersection experiences high rates of collision due to poor visibility. The total project cost is \$5.0 million. The County has included this project in their Transportation Improvement Plan and will provide \$1.64 million in local matching funds.

## HOUSING ADVISORY BOARD

<https://www.islandcountywa.gov/404/Housing-Advisory-Board>



The Island County Housing Advisory Board was established on November 20, 2012, per an Interlocal Cooperative Agreement signed between the cities of Langley and Oak Harbor, Island County, and the Town of Coupeville.

The ICHAB will serve as the organization to review applications and make recommendations to the Island County Board of County Commissioners for funding projects from revenues from RCW 36.22.178 (Affordable Housing for All), RCW 36.22.179 (Homeless Housing and Assistance) and from any additional recording fees approved by the Washington State Legislature for county-retained document recording surcharge funds. Representatives of the City of Oak Harbor, City of Langley, and Town of Coupeville shall be appointed by their respective mayors. The other representatives shall be appointed by the Island County Board of Commissioners. Up to nine at-large members that include representatives from the construction industry, property management industry, real estate industry and agencies who serve low-income households. **Three-year term.**

POSITION	MEMBER	REPRESENTING	APPT. DATE	TERM EXPIRES
1.	Meredith Penny	City of Langley	02/15/22	06/16/24
2.	David Kuhl	City of Oak Harbor	02/09/21	01/11/24
3.	Donna Keeler	Town of Coupeville Planner	02/15/22	06/24/24
4.	John Lanier	Planning & Community Development	06/22/21	06/22/24
5.	Jim Deanne	Economic Development, Finance, and Affordable Housing	02/09/21	02/09/24
6.	VACANT	Building Industry		
7.	Melissa Frasch- Brown	Opportunity Council- homeless and Low Income	06/22/21	06/22/24
8.	Gary Wray	Construction	02/09/21	02/09/24
9.	Faith Wilder	Homeless and Affordable Housing	02/09/21	02/09/24
10.	George Saul	Homeless and Low Income	02/09/21	02/09/24
11.	Todd Morrow	ED Island Transit, Affordable Housing	02/09/21	02/09/24
12.	Orin Kolaitis	Low Income	09/20/22	09/20/25
13.	Cathy Niirio	Low Income	06/24/13	05/18/24
14.	Greg Easton	Land Use and Development	02/09/21	02/09/24
15.	VACANT	Interested Community Member		
16.	Maria Maguire	HUD- Housing Authority	09/20/22	09/20/25
	Emily Wildeman - Staff	Housing Program Manager		

The Board has received a request for reappointment for Position 5, Jim Deanne.

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5.	Jim Deanne	Economic Development, Finance, and Affordable Housing	02/09/21	02/09/24
6.	VACANT	Building Industry		
7.	Melissa Frasch- Brown	Opportunity Council- homeless and Low Income	06/22/21	06/22/24
8.	Gary Wray	Construction	02/09/21	02/09/24
9.	Faith Wilder	Homeless and Affordable Housing	02/09/21	02/09/24
10.	George Saul	Homeless and Low Income	02/09/21	02/09/24
11.	Todd Morrow	ED Island Transit, Affordable Housing	02/09/21	02/09/24
12.	Orin Kolaitis	Low Income	09/20/22	09/20/25
13.	Cathy Niirio	Low Income	06/24/13	05/18/24
14.	Greg Easton	Land Use and Development	02/09/21	02/09/24
15.	VACANT	Interested Community Member		
16.	Maria Maguire	HUD- Housing Authority	09/20/22	09/20/25
	Emily Wildeman - Staff	Housing Program Manager		

The Board has received a request for reappointment for Position 9, Faith Wilder.

## HOUSING ADVISORY BOARD

<https://www.islandcountywa.gov/404/Housing-Advisory-Board>



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1.	Meredith Penny	City of Langley	02/15/22	06/16/24
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4.	John Lanier	Planning & Community Development	06/22/21	06/22/24
5.	Jim Deanne	Economic Development, Finance, and Affordable Housing	02/09/21	02/09/24
6.	VACANT	Building Industry		
7.	Melissa Frasch- Brown	Opportunity Council- homeless and Low Income	06/22/21	06/22/24
8.	Gary Wray	Construction	02/09/21	02/09/24
9.	Faith Wilder	Homeless and Affordable Housing	02/09/21	02/09/24
10.	George Saul	Homeless and Low Income	02/09/21	02/09/24
11.	Todd Morrow	ED Island Transit, Affordable Housing	02/09/21	02/09/24
12.	Orin Kolaitis	Low Income	09/20/22	09/20/25
13.	Cathy Niiro	Low Income	06/24/13	05/18/24
14.	Greg Easton	Land Use and Development	02/09/21	02/09/24
15.	VACANT	Interested Community Member		
16.	Maria Maguire	HUD- Housing Authority	09/20/22	09/20/25
	Emily Wildeman - Staff	Housing Program Manager		

The Board has received a request for reappointment for Position 14, Greg Easton.

## **NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION ADVISORY BOARD (NSBHASO)**

<https://nsbhaso.org/>

The North Sound Behavioral Health Administrative Services Organization AB is established in compliance with Interlocal Joint Operating Agreement establishing a Behavioral Health Organization for Island, San Juan, Skagit, Snohomish and Whatcom Counties executed in April 2016, and in compliance with the provisions of RCW, Chapter 39.34.030, Chapter 7.05, 71.24, 71.34, and with all applicable State and Federal laws and regulations.

The North Sound Behavioral Health Administrative Services shall consist of twenty-six members representing the five counties that make up the region, and eight regional Tribal members. Island County has four members as follows:

POSITION	MEMBERS	APPT DATE	TERM EXPIRES
1.	Candace Trautman	02/14/23	02/14/26
2.	Chris Garden	11/12/19	11/12/22
3.	Rose Dennis	01/03/23	01/06/26
4.	VACANT		

The Board has received a request for reappointment for Position 2, Chris Garden.

## **ISLAND COUNTY LEOFF I DISABILITY BOARD**

(Law Enforcement Officers and Fire Fighters) Established per RCW 41.26.110 consisting of the following representatives: **Two-year term.**

POSITION	MEMBER	REPRESENTING	ORIG. APPT.DATE	TERM EXPIRES
1.	Melanie Bacon	County Leg. Authority	01/01/24	12/31/26
2.	VACANT	Law Enforcement		
3.	Wayne Lewis	Law Enforcement	12/01/93	01/18/24
4.	Stanley Eelkema	Law Enforcement	03/22/22	03/22/24
5.	VACANT	Member-at-Large		

The Board has received a request for appointment from Bruce Rohm for Member-at-Large Position 5.





**ISLAND COUNTY FACILITIES**

**WORK SESSION AGENDA**

**MEETING DATE: 4/3/2024**

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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**

**Agenda Item No.: 1**

**Subject: Public Works Generator Install at 80 N. Main Street**

**Description:** Proposed bid award to Henden electric, the lowest responsible bidder. Assumed lowest bidder, Henden Electric, Bid Award to complete ditch work, pour generator foundation, and install electrical system for generator provided by Island County

**Attachment: Henden Electric Bid Packet, Henden Electric L&I Report**

**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





## FACILITIES MANAGEMENT BID AWARD

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### **PROJECT:**

Island County Public Works Building Generator Set 24-001

### **BID OPENING:**

Bids Due on March 08, 2024 by 3:00pm

Bids Opened at Facilities Building located 107 NE 6th Street, Coupeville 98239

### **BIDS AND BIDDERS:**

No.	Rank	Bidder	Bid	Responsible?
1	1	Henden Electric	\$ 128,980.00	Y
2	2	C&G Construction	\$ 260,526.00	Y
3	3	Legacy Power Systems	\$ 237,267.00	Y
4	4	Konnerup Construction Inc	\$ 217,600.00	Y

### **RECOMMENDATION:**

I hereby recommend Bid award to Bidder Number 1:

Henden Electric Inc.

26124 Calvary Ln. NE

Kingston, WA 98346

In the amount of \$128,980

Justification: Lowest Responsible Bidder

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Ryan Beach, Director Facilities Management

Date

### **BID AWARD:**

The Island County Board of Commissioners does hereby award the Bid to:

Henden Electrical Inc.

26124 Calvary Ln. NE

Kingston, WA 98346

In the total amount of \$128,980

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Jill Johnson, Chair

Date

**BID FORM:** (To be submitted no later than 3:00 p.m. on Friday, March 8<sup>th</sup> 2024).

**TO:** Island County Facilities Management  
PO Box 5000  
Coupeville WA 98239

Or physically deliver to:

Island County Facilities Management  
107 NE Sixth Street  
Coupeville WA 98239

The undersigned Bidder submits the following bid:

**BASE BID:**

Pursuant to and in compliance with the Contract Documents, including the Advertisement for Bids and Instructions for Bidders, the Bidder hereby certifies that it has carefully examined the Contract Documents entitled:

PUBLIC WORKS CENTER, Project No. 24-01 dated February 8, 2024

and the conditions affecting the Work, and being familiar with the site; and having made the necessary examinations, proposes to furnish all labor, materials, equipment, and services necessary to complete the Work in strict accordance with the Contract Documents for the above-named project for the following sum, which is hereby designated as the Base Bid:

**TOTAL BASE BID:**

Enter the sum for all the work, as defined on the Drawings and Specifications:

\$ 128,980.00  
(Total Project Quote in Figures)

\$ One Hundred, Twenty Eight Thousand , Nine Hundred and Eighty Dollars  
(Total Project Quote in Words)

**BID EVALUATION AND AWARD:**

For purposes of award, the determination of the low responsive bid shall be based upon the Base Bid. The contract will be initially executed in the amount of the Base Bid only.

**SALES TAX:**

None of the sums stated in the foregoing include Washington State Sales Tax.

Vendor ID #5011298

DSH  
Initials of Bidder's Representative

**TIME OF COMPLETION:**

The undersigned Bidder agrees, if awarded the Contract, to complete the Work of the Contract within [180] calendar days. It is further agreed that the time for completion of the Work described herein is a reasonable time considering the average climatic range and usual industrial conditions prevailing in the locality.

**CONTRACT AND BONDS:**

If the Owner awards a contract based on this bid within thirty (30) days of the bid submittal deadline, the Bidder agrees to execute a contract for the above work, for compensation computed from the above stated sums, on the Island County Public Works Contract form, and to furnish Payment and Performance Bonds and acceptable evidence of insurance as required by the Contract Documents.

**BID GUARANTEE:**

Bidder hereby certifies that it has furnished a bid guarantee for no less than 5% of the base bid, and that such guarantee accompanies this Bid Form.

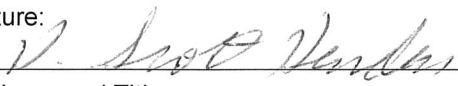
The successful bidder shall submit an executed Contract, Payment and Performance Bonds, and acceptable evidence of insurance within seven (7) days after receipt of award notice and Public Works Contract form from the Owner. If the successful bidder, upon award of a contract by the Owner, fails to execute the Public Works Contract or submit the Payment and Performance Bonds and acceptable evidence of insurance as required within the time specified, Owner may revoke the award. Should the successful bidder fail to enter into a contract with Owner, the bid guarantee may be retained by Owner.

If a contract is not awarded within thirty (30) days after the bid submittal deadline, or if the bidder delivers a signed Public Works Contract, Payment and Performance Bonds, and acceptable evidence of insurance, then the certified or cashier's check or cash submitted as the bid guarantee shall be returned to the bidder, or the Bid Bond shall become void.

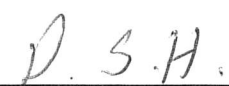
DSH  
Initials of Bidder's Representative

Bidder's Business Name: Henden Electric Inc		
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation (State of Incorporation: WA <input type="checkbox"/> ) Other		
Physical Business Address (Must not be a P.O. Box):  26124 Calvary Ln.NE		
City: Kingston	State: WA	Zip Code: 98346
Business Telephone Number: 360-297-4433	Business Fax Number: 360-297-7899	Business E-mail Address: office@hendenelectric.com
State of Washington numbers for the following:		
Contractor Registration No.: HENDEE1110NZ	UBI No.: 601-188-218	Employment Security Dept. No.: 674475-00-7
Receipt is hereby acknowledged of Addenda No(s) : <u>  1  </u> <u>  2  </u> <u>      </u> <u>      </u> <u>      </u> <u>      </u>		
Bidder is in compliance with the responsible bidder criteria requirement of RCW 39.04.350.  "I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":		

**OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:**

Signature: 	Date: 3/7/24
Print Name and Title: D. Scott Henden, President	Location or Place Executed: (City, State) Kingston, WA

**END OF SECTION**

  
\_\_\_\_\_  
Initials of Bidder's Representative

# HENDEN ELECTRIC, INC.

## RESIDENTIAL AND COMMERCIAL WIRING

### ESTIMATED JOB TIMELINE

Within 6 weeks of the Notice to Proceed, we would complete the ditch work, smooth site, remove required brush and pour Generator foundation (8-10 days work)

Within 2 weeks of Island County receiving the Transfer Switch we would have it installed in the electrical system. This may be dependent on the power company's schedule. (3-4 days work)

On the day the Generator is arriving we will have a boom on-site for setting the Generator and within 3 days be set, anchored and wired.

Startup will be dependent on the generator supplier and generally takes 2-3 weeks to get on their schedule. We will schedule as soon as we have the Generator. (1 day of work)

# HENDEN ELECTRIC, INC.

## RESIDENTIAL AND COMMERCIAL WIRING

### COST AND EXPENSE BREAKDOWN

This breakdown of estimated job expense is not intended to be used as a bid formula but generally as a draw outline:

Startup, Permits, Bond	\$15,300
Site Work, Fence, Concrete	\$52,650
Ditch Work, Walk Way	\$ 7,650
CT to Transformer, Mount CT, Mount Feed Transfer Switch, Meter Base	\$15,836
Transfer to Main Panel and Connections, PSE Changeover, IT Room Temporary Power	\$15,262
Transfer switch to generator, set make up Generator and Control, set Generator	\$22,282
	<hr/>
TOTAL	\$128,980

We would like to note: We have concerns about this being proprietary information as we believe this could be used by competitors on future bids if our breakdown info were shared with other bidders on this project.



# HENDEN ELECTRIC, INC.

## RESIDENTIAL AND COMMERCIAL WIRING

### NARRATIVE AND DRAWING REQUIREMENTS

1. Communication will be provided from the transfer switch to the generator to indicate a start sequence in case of a power outage. Generator and Transfer Switch are provided by Island County.
2. Method and Materials for the generator will be in PVC conduit and control wires from the transfer switch. Your generator supplier will connect our provided wire at startup. Power supply wires and conduit will be per drawing E1 and Specs.
3. All existing loads will feed through the new C.T. Meter and new transfer switch. All existing loads will be reconnected on the new service with generator backup.
4. The server room power will remain as is but with added backup power.
5. See timeline statement provided. I have given estimated weeks as the date of Notice to Proceed and Generator delivery is not known.
6. The Generator will function properly with the existing breakers, provided they currently are sized correctly and to code. We have not done an entire building survey of the breakers as they are currently. We have, this year, completed a similar system and generator with no modifications to the building system except to refeed it as we would be doing on this case.

# HENDEN ELECTRIC, INC.

## RESIDENTIAL AND COMMERCIAL WIRING

### PROJECT REFERENCES

Henden Electric has been in business as a commercial and residential Electrical Contractor for over 35 years. We have completed over 32 Public Works Projects over the last 5 years, many of similar scope, as well as many large scale non-public works jobs.

Please see below reference of recent similar Public Works projects completed:

**City of Maple Valley**

22017 SE Wax Rd.

Maple Valley, WA 98038

**Job Name:** City Hall Generator Project

**Contact:** Shaunna Lee – 425-413-8800

**Description of Project:** Install new emergency backup generator for Maple Valley City Hall

**Contract Amount:** \$185,628.30

**Date of Completion:** December 2023

**City of Mount Vernon**

1805 Continental Place

Mount Vernon, WA 98273

**Job Name:** Police Court Campus Generator Replacement

**Contact:** Chris Phillips – 360-630-7563

**Description of Project:** Install new generator for the Mount Vernon Police Court Campus

**Contract Amount:** \$255,000

**Date of Completion:** April 2023

**Mason County PUD No. 3**

200 SE Lynch Rd.

Shelton, WA 98584

**Job Name:** Totten Fiber Enclosure Fencing & Backup Generator

**Contact:** Mike Rientjes – 360-432-5680

**Description of Project:** Electrical Work for Fiber Enclosure Fencing & Backup Generator Installation

**Contract Amount:** \$47,990

**Date of Completion:** December 2021

26124 Calvary Lane NE • Kingston, WA 98346 • Office (360) 297-4433  
Fax (360) 297-7899 • [office@hendenelectric.com](mailto:office@hendenelectric.com)



**City of Port Angeles**

673 Crown Z Rd.

Port Angeles, WA 98363

**Job Name:** Rainey Well Generator Replacement

**Contact:** Lucio Baack – 360-417-4720

**Description of Project:** Replace 1000 kw Generator with customer owned 750 kw Generator at the Rainey Well Site

**Contract Amount:** \$128,000

**Date of Completion:** November 2021

**City of Mount Vernon**

910 Cleveland Ave.

Mount Vernon, WA 98273

**Job Name:** City Hall, Fire Station 1 and Library Generator Project

**Contact:** Chris Phillips – 360-630-7563

**Description of Project:** Removal of existing generator, fuel tank, transfer switch and electrical wiring or components and furnish and install a new emergency generator, fuel tank, transfer switch and any electrical upgrades noted in specifications.

**Contract Amount:** \$276,500.00

**Date of Completion:** May 2020

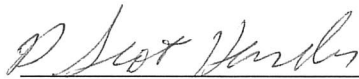
# HENDEN ELECTRIC, INC.

## RESIDENTIAL AND COMMERCIAL WIRING

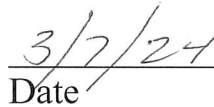
### STATEMENT CERTIFYING NO LEGAL ISSUES

Henden Electric Inc or any principals have never been debarred from providing any services by the federal government, state government, the State of Washington or any local government agency within or out of the State of Washington.

Henden Electric Inc has no pending or threatened litigation against the company or any of its principals.



D. Scott Henden, President



Date

# HENDEN ELECTRIC, INC.

## RESIDENTIAL AND COMMERCIAL WIRING

### CAPABILITIES AND QUALIFICATIONS

Re: Island County Public Works Generator Project  
80 N. Main Street, Coupeville, WA 98239

Henden Electric has been in business over 35 years. Scott is a Journeyman Electrician and has owned the company since it began and has worked on and overseen most major projects. His son, Caleb Henden, also a Journeyman Electrician, has been with the company for 14 years working on and overseeing most major projects. Both would be responsible parties on this job. (See Attached References and Resumes).

Henden Electric has provided and installed a wide selection of Standby Generators, from 10 kw for the home application to 750 kw for a large water district.

We have done a Generator system for a City Hall and a City EMS and Fire Department while maintaining all required backups. We have done an install at a city Police Department while maintaining backup for the station.

We have provided Generator Installation for a City Hall requiring off hours shut down and reconnect.

In addition, we have contracted for eye clinics, phone store, mini storage facilities, Department of Natural Resources 50' field trailers, car charging stations.

I believe we have an excellent record of providing on time, quality service and maintaining a good working relationship with our customers.

When Change Orders have occurred we have been fair and transparent.

We would maintain a safe building site with flagging or safety cones for open ditch work and we do maintain a clean work site.



D. Scott Henden, President

26124 Calvary Lane NE • Kingston, WA 98346 • Office (360) 297-4433  
Fax (360) 297-7899 • [office@hendenelectric.com](mailto:office@hendenelectric.com)

# HENDEN ELECTRIC, INC.

## RESIDENTIAL AND COMMERCIAL WIRING

### CONTRACTORS LICENSING INFORMATION

Name: Henden Electric Inc

Address: 26124 Calvary Ln. NE  
Kingston, WA 98346

Unified Business Identifier (UBI #): 601-188-218

Employer Identification #: 91-1449766

Employment Security Dept #: 674475-00-7

WA Industrial Insurance (L&I): 544,829-01

WA State Excise Tax Registration: 601-188-218

WA State Contractor

License Registration #: HENDEEI110NZ

Exp Date: 8/9/2025

ELECTRICAL CONTRACTOR

Business License #: 601188218



# DENNIS SCOTT HENDEN

President, Henden Electric

and

Journeyman Electrician

## CONTACT

---

PHONE:  
360-297-4433

EMAIL:  
[office@hendenelectric.com](mailto:office@hendenelectric.com)

## TECHNICAL CAPABILITY SUMMARY

I have been the owner and president of Henden Electric Inc. for 35 years overseeing and working on most projects and jobs. I have worked as an electrician for over 38 years.

Over my career I have worked on a variety of different projects from single family homes, new construction complete wiring for commercial and residential, EV Charging Station installation for commercial and residential, as well as large commercial Emergency Generator installs and whole home residential Generator installs. I have also worked with many city and county agencies throughout Western Washington on Prevailing Wage contracts. Please see enclosed list of project references.

I have been involved in a large amount of service changes as well over my career.

Sincerely,

Dennis Scott Henden

# CALEB HENDEN

Journeyman Electrician

## CONTACT

---

PHONE:  
360-297-4433

EMAIL:  
[office@hendenelectric.com](mailto:office@hendenelectric.com)

## TECHNICAL CAPABILITY SUMMARY

I have worked as an electrician for 14 years with Henden Electric.

Over my career I have worked on a variety of different projects from single family homes new construction, complete home wiring, EV Car Charging Station installations for residential and commercial, and large commercial Emergency Generator installs. I have also worked with many city and county agencies all around Western Washington with Prevailing Wage contracts.

I have been involved in a large amount of service changes as well over my career as an electrician.

Sincerely,

Caleb Henden



# Contractors

## HENDEN ELECTRIC INC

### Owner or tradesperson

#### Principals

HENDEN, DENNIS S

HENDEN, DAVID A

HENDEN, ELIZABETH

HENDEN, FAYE H

HENDEN, DENNIS SCOTT, AGENT

26124 CALVARY LN NE  
KINGSTON, WA 98346  
360-297-4433  
KITSAP County

### Doing business as

HENDEN ELECTRIC INC

### WA UBI No.

601 188 218

### Business type

Corporation

### Governing persons

DENNIS

SCOTT

HENDEN

DAVID A HENDEN;

## License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

### Electrical Contractor

### Active

Meets current requirements.

### License specialties

GENERAL

### License no.

HENDEE110NZ

### Effective — expiration

08/09/1989 — 08/09/2025

### Designated administrator

HENDEN, DENNIS

### Active

Meets current requirements.

### License type

Electrical Administrator

### License no.

HENDE\*126CG

### Bond

No bond accounts during the previous 6 year period.

### Savings

#### (in lieu of bond)

\$5,000.00

#### Received by L&I

#### Effective date

06/28/1990

#### Release date

N/A

#### Impaired date

N/A

#### Savings account ID

704937366

### License Violations

No license violations during the previous 6 year period.

## Certifications & Endorsements

### OMWBE Certifications

No active certifications exist for this business.

**Apprentice Training Agent**

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

**Workers' Comp**

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID  
**544,829-01**

**Account is current.**

Doing business as

**HENDEN ELECTRIC INC**

Estimated workers reported

**Quarter 4 of Year 2023 "4 to 6 Workers"**

L&I account contact

**T1 / SYDNEY RAVES (360) 902-5592 - Email: RAVS235@lni.wa.gov**

**Public Works Requirements**

Verify the contractor is eligible to perform work on public works projects.

**Required Training– Effective July 1, 2019**

Exempt from this requirement.

**Contractor Strikes**

**No strikes have been issued against this contractor.**

**Contractors not allowed to bid**

**No debarments have been issued against this contractor.**

**Workplace Safety & Health**

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.





**ISLAND COUNTY COUNTY ADMINISTRATION**

**WORK SESSION AGENDA**

**MEETING DATE: 4/3/2024**

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

**From: Michael Jones, County Administrator**

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**Amount of time requested for agenda discussion. 15 minutes**

**DIVISION: Administrative**

**Agenda Item No.: 1**

**Subject: 2018 RCED to Port of South Whidbey**

**Description:** The Port of South Whidbey wishes to amend the grant agreement to allow reimbursement of grant funds as outlined in the attached letter.

**Attachment: Memo from County Administrator, dated April 3, 2024**

**Attachment A – Grant Agreement**

**Attachment B – Letter from Port of South Whidbey, dated March 15, 2024**

**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 Administration

*Michael Jones, MPA – County Administrator*

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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: [Michael.jones@islandcountywa.gov](mailto:Michael.jones@islandcountywa.gov) | [www.islandcountywa.gov](http://www.islandcountywa.gov)

### MEMORANDUM

April 3, 2024

TO: Board of County Commissioners  
FROM: Michael Jones, County Administrator  
CC: Angi Mozer, Executive Director, Port of South Whidbey  
RE: RCED Grant Agreement

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On November 20, 2018, the County and the Port of South Whidbey entered into a grant agreement for \$688,610 (six hundred eighty-eight thousand, six hundred ten dollars) to complete certain itemized work at the Island County Fairgrounds. See Attachment A – Grant Agreement.

The work related to this agreement was disrupted by the COVID-19 pandemic and the related economic upheaval. Challenges with securing contractors and obtaining materials, combined with the inflating cost of materials lead to delay of the projects and unexpectedly high cost for much of the work.

The Port has received extensions on the agreement so that it will expire at the end of 2024. The Port is seeking to complete as much of the work as possible, and to that end has requested a reallocation of grant funds. They are not asking for additional funds. They are asking to shift some of the funds from one project to another. See Attachment B – Letter from Port of South Whidbey, dated March 15, 2024.

The Port wishes to amend the grant agreement to allow reimbursement of grant funds as outlined in the letter. The Port's Executive Director will be available at the work session to discuss the Port's proposed changes.

Contractor: Port of South Whidbey  
Project: Island Fairgrounds  
Contract No.: RM-GSA-2018-274

## GRANT AGREEMENT RURAL COUNTY ECONOMIC DEVELOPMENT FUNDS

**THIS GRANT AGREEMENT** is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between Island County, Washington, a political subdivision of the State of Washington, acting by and through its Board of County Commissioners, (the "County") and the Port of South Whidbey, a municipal corporation organized under the laws of the State of Washington, and wholly situated in Island County, Washington (the "Port"), on the date shown below.

### RECITALS

A. The County is eligible for and receives sales and use taxes for rural counties authorized in RCW 82.14.370 and imposed in Island County Code Chapter 3.02C. Such tax is authorized for the purpose of financing public facilities serving economic development purposes in rural areas.

B. The Island County Board of County Commissioners at its July 3, 2018 meeting approved the award of Rural County Economic Development Funds to assist the Port in financing the costs of an infrastructure improvement project known as Island County Fairgrounds Redevelopment (the "Project"). Said improvements are more particularly described in the Port's Application for Rural County Economic Development Funds", as submitted on April 2, 2018 and incorporated herein for all intents and purposes. This Grant Agreement sets forth the terms and conditions of said award.

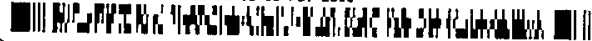
C. The County approves an award of Rural County Economic Development Funds in the amount of Six Hundred Eighty-Eight Thousand Six Hundred Ten Dollars (\$688,610) for the Project, subject to availability of funds in the Rural County Economic Development Fund Account.

D. The Island County Fairgrounds is included in the Island County Comprehensive Plan and the City of Langley's Comprehensive Plan.

E. The Port has the appropriate statutory authority pursuant to Title 53 Revised Code of Washington, and is ready, willing, and able to complete the Project described herein, and the parties are entering into this Agreement to carry out such purpose.

F. Entry into this Agreement is authorized under Chapter 39.34 of the Revised Code of Washington, the Interlocal Cooperation Act.

ATTACHMENT Event Date Tue Nov 20 00:00:00 PST 2018  
Page 2 of 6 Tue Nov 20 00:00:00 PST 2018



## AGREEMENT

For and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to allow the County to provide partial funding assistance to the Port for costs of the Project.
2. Budget. A detailed budget for which Project costs will be reimbursed is attached as Exhibit A - Project Budget. The total amount paid to Grantee shall not exceed the total amount of this Agreement.
3. Project Completion. Work on the Project shall be substantially complete no later than December 31, 2020. For purposes of RCW 39.34.030(3)(d), the Port will establish and maintain a Project construction budget. The Port will be responsible for acquiring, holding and disposing of Project property. Unless otherwise agreed by the parties by subsequent written instrument, the County shall not own any real or personal property acquired with the funds distributed to the Port hereunder.
4. Construction. The County shall have no responsibility for the design, construction or Project management of said Project. The Port shall have the sole authority to determine its design, construction and Project management, and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing and/or construction and permitting, in the manner allowed by law.
5. Allowable uses. All funds disbursed by the County to the Port under this Agreement shall be used by the Port solely for Project costs considered permitted uses under RCW 82.14.370 and Island County Code Chapter 3.02C.040(A). In addition, funding provided under this agreement can only be used for construction of infrastructure. Port administrative costs are not eligible for reimbursement. The Port hereby warrants and guarantees that the said Project shall be completed for uses as described herein.
6. Financing. The contribution to the Port from County rural county sales and use tax proceeds for this Project will be in the amount of Six Hundred Eighty-Eight Thousand Six Hundred Ten Dollars (\$688,610). Upon receipt of a request for reimbursement and documentation evidencing that the Port has paid Project costs allowable under this Agreement, the County shall pay said reimbursement request within forty-five (45) days of receipt.
7. Repayment Guarantee. In the event that it is determined that any portion of the funds provided by the County is used for any purpose not authorized under this Grant Agreement, the Port hereby guarantees that it will repay to the County all such funds, together with accrued interest at the same rate as if the funds had been invested with the Washington State Local Government Investment Pool. Any repayments due to the County shall be paid by the Port within forty-five (45) days of written request made by the County.



8. Documentation. The Port shall maintain for a period of six (6) years proper records documenting that the funds provided by the County were used solely for the purposes contained herein. The Port shall make Project records available for inspection or audit by the County or its duly authorized representatives.

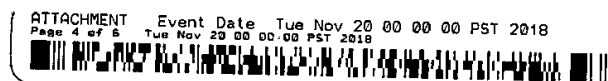
9. Reporting. The Port shall file a report with the Board of County Commissioners by January 31<sup>st</sup> of the year succeeding completion of the Project, for 5 years, reflecting the number of jobs and businesses created and retained as a result of the Project, along with other related information reasonably required by the County to measure the economic impact of its financial assistance.

The Port shall also file a report with the County Auditor by January 31 of each year thereafter when the Port has been reimbursed in the prior year under Section 6 above. The report must show the following:

- (a) List the name of the project;
- (b) Indicate where the project is listed in the County's economic development plan or the economic development section of the County's comprehensive plan;
- (c) List the Port's total expenditures for the project from rural county sales and use tax funds received from the County in previous year and in prior years, if applicable;
- (d) List the actual or estimated number of businesses created/retained by the Project; and
- (e) List the actual or estimated number of jobs created/retained by the Project.

10. Indemnification. The Port shall be solely responsible for administration of the Project. The Port shall at all times protect, indemnify and save harmless the County from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable counsel fees, and expenses) imposed upon or reasonably incurred by or asserted against the County on account of (i) any failure of the Port to comply with any of the terms of this Agreement or (ii) any loss or damage to real or personal property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use or financing thereof or (iii) any use of the Project in violation of applicable law (including environmental laws); provided, the Port has no obligation to indemnify the County for any claim or liability resulting from the County's negligence or willful misconduct. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

The Port shall maintain, during the life of the Agreement, Industry Standard Occurrence Commercial General Liability, or an equivalent, in the amount of \$1,000,000.00 Per Occurrence and \$2,000,000.00 Aggregate, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the Port from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the Port or by anyone directly employed by or contracting with the Port.



The Port shall maintain, during the life of this Agreement, Business Automobile Liability Insurance, or an equivalent, in the amount of \$1,000,000.00 Bodily Injury and Property Damage per combined single limit to protect the Port from claims which may arise from the performance of this Contract, whether such operations are by the Port or by anyone directly or indirectly employed by the Port.

11. No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct this cooperative undertaking. For purposes of RCW 39.34.030(4)(a), the Port's chief administrative officer shall administer the Project.


12. Modification of the Agreement. This Agreement may be modified only by the written consent of each party.

13. Term of Agreement and Termination. This Agreement shall become effective on full execution hereof and compliance with Section 15, and shall expire upon the payment in full to the Port, if any, for any documented reimbursement request owed by the County pursuant to Section 6 of this Agreement.

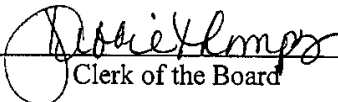
14. Filing of Agreement. Under RCW 39.34.040, prior to its entry into force this Agreement must be either filed with the Island County Auditor or, alternatively, listed by subject on the Port's Internet website.

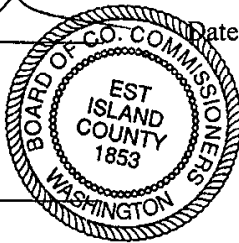
15. Survival. Sections 7, 8, 9, 10, and 11 of this Agreement shall survive the termination of this Agreement.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

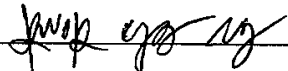
By:  Date: 11/20/2018  
Helen Price Johnson, Chair

Attest:

  
Clerk of the Board

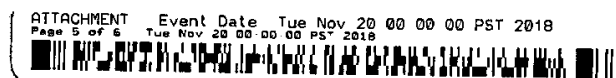


Port of South Whidbey

By:  Date: 11-9-18

Attest:

  
Executive Director



**Exhibit A****PROJECT  
BUDGET**

Island County Fairgrounds  
Redevelopment

Project	POSW \$ Match	RCED Grant	Total	POSW % Match
Coffman Kitchen Expansion	\$ 167,500.00	\$137,500.00	\$ 305,000.00	55%
Heat in Pole	\$ 60,000.00	\$ 60,000.00	\$ 120,000.00	50%
Renovate Pole (Incl. Dining Room)	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	50%
Campgrounds Upgrade incl. bathroom	\$ 177,500.00	\$ 87,500.00	\$ 265,000.00	67%
Heat in Malone	\$ 37,500.00	\$ 37,500.00	\$ 75,000.00	50%
Backflow Installation		\$ 50,000.00	\$ 50,000.00	0%
Resolve stormwater/drainage issues		\$200,000.00	\$ 200,000.00	0%
Electricity upgrade in Pole	\$ 41,110.00	\$ 41,110.00	\$ 82,220.00	50%
3-Phase Power to the property	\$ 60,000.00	\$ 50,000.00	\$ 110,000.00	55%
Total	\$ 568,610.00	\$688,610.00	\$1,257,220.00	45%

ATTACHMENT Event Date Tue Nov 20 00 00 00 PST 2018  
Page 5 of 6 Tue Nov 20 00 00 00 PST 2018





1804 Scott Road, Suite 303 • P.O. Box 872  
Freeland, WA 98249

Phone: 360-331-5494 Fax: 360-331-5414  
www.portofsouthwhidbey.com

March 15, 2024

Island County Board of Commissioners  
1 NE 7<sup>th</sup> Street  
Coupeville, WA 98239

Re: Memorandum – 2018 Rural County Economic Development Funds – Whidbey Island Fairgrounds and Events Center

Dear Commissioners,

The Port of South Whidbey was awarded a Rural County Economic Development (RCED) grant in 2018. The award was for \$688,610 to be used for capital and infrastructure projects on the Whidbey Island Fairgrounds and Events Center. The grant is still ongoing and the current agreement is set to expire December 31, 2024.

This request is to reallocate some of the planned funds between already-approved projects included in the 2018 grant. The following is a summary table of the requested reallocations:

Description	Original Grant Request	Updated Grant Request
Heat in Pole	\$60,000	\$60,000
Pole building renovation	\$25,000	\$25,000
Electricity upgrade in Pole	\$41,110	\$41,110
New campground restroom and shower facility	\$50,000	\$50,000
Upgraded utilities at campground	\$37,500	\$163,841
Coffman Commercial kitchen and meeting room renovation	\$137,500	\$97,500
Three-phase electric power	\$50,000	\$50,000
Backflow prevention assemblies installation	\$50,000	\$1,159
Stormwater/drainage resolution	\$200,000	\$200,000
Heat in Malone	\$37,500	\$0
<b>TOTALS</b>	<b>\$688,610</b>	<b>\$688,610</b>

Attached please find a more detailed table describing this request.

Sincerely,

Angi Mozer  
Executive Director  
Port of South Whidbey

Enclosure (as)

cc: Port of South Whidbey Board of Commissioners





## **RCED GRANT FAIRGROUNDS SUMMARY AND PLAN**

Original Application/Grant Information				Current Information and Request				
Description	Project Cost Estimate	Grant Request	Port Match	Amount Reimbursed	RCEDF Remaining Funds	Re-allocation request	Updated Port Match	Notes
Heat in Pole	\$120,000	\$60,000	\$60,000	\$0	\$60,000	\$60,000	\$60,000	
Pole building renovation	\$50,000	\$25,000	\$25,000	\$0	\$25,000	\$25,000	\$25,000	
Electricity upgrade in Pole	\$82,220	\$41,110	\$41,110	\$8,128	\$32,982	\$32,982*	\$32,982	
New campground restroom and shower facility	\$100,000	\$50,000	\$50,000	\$50,000	\$0	\$0*		Completed
Upgraded utilities at campground	\$75,000	\$37,500	\$37,500	\$37,500	\$0	\$126,341*	\$126,341	+\$40,000 from Coffman +\$48,841 from BPAs +\$37,500 from Malone
Coffman Commercial kitchen and meeting room renovation	\$275,000	\$137,500	\$137,500	\$25,561	\$111,939	\$71,939*	\$71,939	Planned total renovation is not affordable. This amount will cover significant improvements
Three-phase electric power	\$110,000	\$50,000	\$60,000	\$50,000	\$0	\$0*		Completed
Backflow prevention assemblies installation	\$50,000	\$50,000	\$0	\$1,159	\$48,841	\$1,159		Completed; Performed in-house
Stormwater/drainage resolution	\$200,000	\$200,000	\$0	\$2,962	\$197,038	\$197,038*	\$0	
Heat in Malone	\$75,000	\$37,500	\$37,500	\$0	\$37,500	\$0	\$0	
<b>TOTALS</b>	<b>\$1,137,220</b>	<b>\$688,610</b>	<b>\$448,610</b>	<b>\$175,310</b>	<b>\$513,300</b>	<b>\$513,300</b>		

\*Re-allocation request differs from memo because of previous expenditures



**ISLAND COUNTY PLANNING & COMMUNITY DEV.**

**WORK SESSION AGENDA**

**MEETING DATE: 4/3/2024**

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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: 2025 Comprehensive Plan – Goals and Policies Revisit Session**

**Description:** Long Range Planning staff will review Planning Commission Feedback on Housing Element Goals and Policies and bring back requested definitions and further information on selected Land Use and Housing topics, and discuss the idea of a water availability study with the Board.

**Attachment: Memo**

**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*

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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: April 03, 2024**  
**SUBJECT: Comprehensive Plan – Revisit Session**

Long Range Planning staff will review Planning Commission feedback on Housing Element and bring back requested definitions and further information on selected Land Use and Housing topics.



**ISLAND COUNTY PUBLIC HEALTH**

**WORK SESSION AGENDA**

**MEETING DATE: 4/3/2024**

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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. 35 minutes**

**DIVISION: Health Administration**

**Agenda Item No.: 1**

**Subject: Consolidated Contract CLH31012 Amendment #18**

**Description:** Consolidated Contract CLH31012 Amendment No.18 with Washington State Department of Health adds statements of work for the BEACH Program and amends SOW for the COVID-19 Response, the Office of Drinking Water and the WIC Nutrition Program. Amendment No. 18 increases allocations by \$141,305, bringing the total to \$10,251,401.

**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:** In process

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

*(Continued on next page)*

**DIVISION: Health Administration**

**Agenda Item No.: 2**

**Subject:** Health Matters Quarterly Memo

**Description:** This memo provides an outline of topics for the next quarterly publication of the Health Matters newsletter for Board discussion. The goal of Health Matters is to advance community health by sharing locally relevant resources and information in clear, concise language spanning a variety of topics.

**Attachment:** Health Matters Quarterly Memo

**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: Dept of Natural Resources**

**Agenda Item No.: 3**

**Subject:** Conservation Futures Fund

**Description:** A review of the Conservation Futures Fund applications that the program received.

**Attachment:** Presentation, Executive Summary, and Application

**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

**Consolidated Contract with WA State Dept of Health**  
**Contract No.: CLH31012; Amendment No. 18**

- Executive Summary -  
*April 4th, 2024 - BOCC Work Session*

<b>Summary</b>	Consolidated Contract CLH31012 Amendment No. 18 with Washington State Department of Health adds funding for the Women, Infants, and Children (WIC) nutritional program and the Beach Environmental Assessment, Communication, and Health (BEACH) Program (\$104,075) and the WIC Nutritional Program (\$12,000).
<b>Policy Context &amp; Community Impact</b>	<p><u>BEACH</u>  The BEACH program supports monitoring and sampling of marine swimming beaches for bacteria to provide public notification when levels are unsafe. This program ensures safe coastal environments for recreation and shellfish harvesting and supports illness pollution investigations. Looking ahead, we can plan integration of BEACH approaches with the upcoming pollution identification and control (PIC) funding to support coordinated investigation into nonpoint source pollution. The Wastewater Proviso will also point to community alternatives to aging single family onsite infrastructure near marine environments. This funding allows three to four beaches to be monitored weekly from Memorial Day to Labor Day. Freeland County Park is monitored as a core beach for the Puget Sound Vital Signs, and additional beaches are chosen based on popularity and known or suspected water quality concerns. In previous years, this has included Windjammer Lagoon and Dave Mackie County Park</p> <p><u>Women, Infants, and Children</u>  The WIC allocation supports service delivery for our caseload, including breastfeeding peer counseling services and the farmers market nutrition program. WIC funding provides essential food security resources and supports engagement and outreach strategies as well as nutritional dietitian support to help families access, store, and prepare nutritious foods. Costs for WIC have been offset by Medicaid Match funding and other resources, and this funding provides full support for our current capacity.</p>
<b>Fiscal Impact &amp; Recommendations</b>	<p>Increase of \$141,305 for a revised maximum consideration of \$10,251,401. The funding provided does not have associated matching costs and will not create new staff positions. The funding is anticipated and does not require a budget amendment.</p> <p><b>Recommendation: Accept</b></p>

**ISLAND COUNTY PUBLIC HEALTH DEPARTMENT  
2022-2024 CONSOLIDATED CONTRACT**

**CONTRACT NUMBER: CLH31012**

**AMENDMENT NUMBER: 18**

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as “DOH”, and ISLAND COUNTY PUBLIC HEALTH DEPARTMENT, a Local Health Jurisdiction, hereinafter referred to as “LHJ”, pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:  
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitpages/home.aspx?e1:9a94688da2d94d3ea80ac7fbc32e4d7c>
  - ☒ Adds Statements of Work for the following programs:  
 BEACH Program - Effective March 1, 2024
  - ☒ Amends Statements of Work for the following programs:  
 DCHS - ELC COVID-19 Response - Effective January 1, 2022  
 Office of Drinking Water Group B Programs - Effective January 1, 2022  
 WIC Nutrition Program - Effective January 1, 2022
  - ☐ Deletes Statements of Work for the following programs:
2. Exhibit B-18 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-17 Allocations as follows:
  - ☒ Increase of **\$141,305** for a revised maximum consideration of **\$10,251,401**.
  - ☐ Decrease of \_\_\_\_\_ for a revised maximum consideration of \_\_\_\_\_.
  - ☐ No change in the maximum consideration of \_\_\_\_\_.  
 Exhibit B Allocations are attached only for informational purposes.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

This section intentionally left blank.

**ISLAND COUNTY PUBLIC HEALTH DEPARTMENT  
2022-2024 CONSOLIDATED CONTRACT**

**CONTRACT NUMBER: CLH31012**

**AMENDMENT NUMBER: 18**

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

ISLAND COUNTY BOARD OF  
COUNTY COMMISSIONERS

STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

\_\_\_\_\_  
Chair Date  
Board of County Commissioners

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Print Name Title

APPROVED AS TO FORM ONLY  
Assistant Attorney General



Indirect Rate January 1, 2022 through December 31, 2022: 24%

Indirect Rate January 1, 2023 through December 31, 2023: 23%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work		DOH Use Only Chart of Accounts		Amount	Funding Period SubTotal	Chart of Accounts Total
					LHJ Funding Period Start Date	LHJ Funding Period End Date	Funding Period Start Date	Funding Period End Date			
FFY24 USDA BFPC Prog Mgmt	<b>7WA700WA1</b>	Amd 15	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$34,405	\$34,405	\$81,101
FFY23 USDA BFPC Prog Mgmt	7WA700WA1	Amd 11, 17	10.557	333.10.55	10/01/22	12/31/24	10/01/22	09/30/25	\$25,804	\$34,405	
FFY23 USDA BFPC Prog Mgmt	7WA700WA1	Amd 8, 11, 17	10.557	333.10.55	10/01/22	12/31/24	10/01/22	09/30/25	\$8,601		
FFY22 USDA BFPC Prog Mgmt	7WA700WA1	Amd 1, 17	10.557	333.10.55	01/01/22	09/30/24	10/01/21	09/30/24	\$12,291	\$12,291	
FFY25 USDA WIC Client Svs Contracts	NGA Not Received	Amd 17	10.557	333.10.55	10/01/24	12/31/24	10/01/24	09/30/25	\$55,188	\$55,188	\$755,276
<b>FFY24 USDA WIC Client Svs Contracts</b>	<b>7WA700WA7</b>	<b>Amd 18</b>	<b>10.557</b>	<b>333.10.55</b>	<b>10/01/23</b>	<b>09/30/24</b>	<b>10/01/23</b>	<b>09/30/24</b>	<b>\$104,075</b>	<b>\$325,763</b>	
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 17	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$165,563		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 15	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$3,000		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 11, 15	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$53,125		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 11	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$158,375	\$212,100	
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$53,725		
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	\$162,225	\$162,225	
FFY23 USDA WIC Prog Mgmt CSS	7WA700WA7	Amd 11	10.557	333.10.55	01/01/23	09/30/23	10/01/22	09/30/23	\$1,600	\$1,600	\$1,600
FFY23 USDA FMNP Prog Mgmt	7WA810WA7	Amd 15	10.572	333.10.57	06/01/23	09/30/23	10/01/22	09/30/23	\$567	\$567	\$1,115
FFY22 USDA FMNP Prog Mgmt	7WA810WA7	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	\$548	\$548	
FY24 LHJ COVID-19 ARPA	SLFRP0002	Amd 15	21.027	333.21.02	07/01/23	06/30/24	07/01/23	06/30/25	\$531,716	\$531,716	\$531,716
LHJ Vaccination ARPA	SLFRP0002	Amd 10	21.027	333.21.02	11/01/22	06/30/23	11/01/22	06/30/23	\$342,392	\$342,392	\$342,392
PS SSI 1-5 Sub Award Process Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	09/30/22	07/01/16	08/31/23	\$57,206	\$57,206	\$57,206
<b>FFY24 Swimming Beach Act Grant IAR (ECY)</b>	<b>NGA Not Received</b>	<b>Amd 18</b>	<b>66.472</b>	<b>333.66.47</b>	<b>03/01/24</b>	<b>09/30/24</b>	<b>01/01/24</b>	<b>11/30/24</b>	<b>\$12,000</b>	<b>\$12,000</b>	<b>\$39,000</b>
FFY23 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 12	66.472	333.66.47	03/01/23	10/31/23	03/01/23	10/31/23	\$12,000	\$12,000	
FFY22 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	\$15,000	\$15,000	
FFY23 PHEP BP5 LHJ Funding	NU90TP922043	Amd 15	93.069	333.93.06	07/01/23	06/30/24	07/01/23	06/30/24	\$64,271	\$64,271	\$192,813
FFY22 PHEP BP4 LHJ Funding	NU90TP922043	Amd 7	93.069	333.93.06	07/01/22	06/30/23	07/01/22	06/30/23	\$64,271	\$64,271	
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$64,271	\$64,271	
COVID19 Vaccines	NH23IP922619	Amd 13	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	(\$30,569)	\$351,098	\$351,098
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$381,667		
COVID19 Vaccines R4	NH23IP922619	Amd 7	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$5,000	\$386,667	\$386,667
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$381,667		
FFY24 CDC VFC Ops	NH23IP922619	Amd 15	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	\$602	\$6,626	\$6,626
FFY24 CDC VFC Ops	NH23IP922619	Amd 14	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	\$6,024		

Indirect Rate January 1, 2022 through December 31, 2022: 24%

Indirect Rate January 1, 2023 through December 31, 2023: 23%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #**	BARS Revenue Code**	Statement of Work		DOH Use Only Chart of Accounts		Amount	Funding Period SubTotal	Chart of Accounts Total
					LHJ Funding Period Start Date	LHJ Funding Period End Date	Funding Period Start Date	Funding Period End Date			
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	\$220,357	\$220,357	\$220,357
FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	\$367,314	\$367,314	\$367,314
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 7, 9, 12, <b>18</b>	93.323	333.93.32	01/01/22	<b>06/30/24</b>	01/15/21	07/31/24	(\$13,429)	\$1,083,320	\$1,083,320
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 2, 9, 12, <b>18</b>	93.323	333.93.32	01/01/22	<b>06/30/24</b>	01/15/21	07/31/24	\$1,096,749		
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	08/01/22	09/30/22	08/01/22	07/31/23	\$1,500	\$1,500	\$3,000
FFY21 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	\$1,500	\$1,500	
FFY22 PH Infrastructure Comp A1-LHJ	NE11OE000053	Amd 17	93.967	333.93.96	01/01/24	12/31/24	12/01/22	06/30/25	\$200,000	\$200,000	\$200,000
FFY24 HRSA MCHBG LHJ Contracts	<b>B04MC52960</b>	Amd 15	93.994	333.93.99	10/01/23	09/30/24	10/01/23	09/30/24	\$55,804	\$55,804	\$111,608
FFY23 HRSA MCHBG LHJ Contracts	B04MC47453	Amd 7	93.994	333.93.99	10/01/22	09/30/23	10/01/22	09/30/23	\$55,804	\$55,804	
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$9,958	\$51,811	\$51,811
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$41,853		
<b>SFY1 GFS - Group B</b>		<b>Amd 18</b>	<b>N/A</b>	<b>334.04.90</b>	<b>01/01/24</b>	<b>06/30/24</b>	<b>07/01/23</b>	<b>06/30/25</b>	<b>\$25,230</b>	<b>\$25,230</b>	<b>\$76,985</b>
GFS-Group B (FO-NW)		Amd 11	N/A	334.04.90	01/01/23	06/30/23	07/01/22	06/30/23	\$25,878	\$25,878	
GFS-Group B (FO-NW)		Amd 1	N/A	334.04.90	01/01/22	06/30/22	07/01/21	06/30/22	\$25,877	\$25,877	
SFY25 Island Co Treatment Proviso		Amd 16	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	\$147,930	\$147,930	\$295,860
SFY24 Island Co Treatment Proviso		Amd 16	N/A	334.04.93	11/01/23	06/30/24	07/01/23	06/30/25	\$147,930	\$147,930	
Rec Shellfish/Biotoxin		Amd 14	N/A	334.04.93	07/01/23	12/31/24	07/01/23	06/30/25	\$2,400	\$2,400	\$5,400
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$3,000	\$3,000	
Small Onsite Management (GFS)		Amd 16	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	(\$30,000)	\$0	\$0
Small Onsite Management (GFS)		Amd 14	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	\$30,000		
Small Onsite Management (GFS)		Amd 16	N/A	334.04.93	07/01/23	06/30/24	07/01/23	06/30/25	(\$45,000)	\$0	
Small Onsite Management (GFS)		Amd 14	N/A	334.04.93	07/01/23	06/30/24	07/01/23	06/30/25	\$45,000		
SFY25 Wastewater Management		Amd 16	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	\$53,636	\$53,636	\$166,136
SFY24 Wastewater Management		Amd 16	N/A	334.04.93	07/01/23	06/30/24	07/01/23	06/30/25	\$45,000	\$45,000	
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$45,000	\$45,000	
Wastewater Management-GFS		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$22,500	\$22,500	
SFY23 FPHS-LHJ-GFS		Amd 13	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$100,000	\$1,700,000	\$1,700,000
SFY23 FPHS-LHJ-GFS		Amd 6, 9	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$1,600,000		

Indirect Rate January 1, 2022 through December 31, 2022: 24%

Indirect Rate January 1, 2023 through December 31, 2023: 23%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work		DOH Use Only Chart of Accounts		Amount	Funding Period SubTotal	Chart of Accounts Total
					LHJ Start Date	Funding Period End Date	Funding Period Start Date	End Date			
SFY24 FPHS-LHJ-Funds-GFS		Amd 15	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	\$714,000	\$2,314,000	\$2,314,000
SFY24 FPHS-LHJ-Funds-GFS		Amd 14	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	\$1,600,000		
FPHS-LHJ-Proviso (YR2)		Amd 7	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	(\$854,000)	\$0	\$854,000
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$854,000		
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	\$854,000	\$854,000	
YR 25 SRF - Local Asst (15%) SS		Amd 16	N/A	346.26.64	01/01/24	12/31/24	07/01/23	06/30/25	\$16,750	\$16,750	\$49,000
YR 25 SRF - Local Asst (15%) SS		Amd 13	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	\$250	\$17,750	
YR 25 SRF - Local Asst (15%) SS		Amd 12	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	\$17,500		
YR24 SRF - Local Asst (15%) (FO-NW) SS		Amd 5	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$250	\$14,500	
YR24 SRF - Local Asst (15%) (FO-NW) SS		Amd 2	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$500		
YR24 SRF - Local Asst (15%) (FO-NW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$13,750		
YR 25 SRF - Local Asst (15%) TA		Amd 12	N/A	346.26.66	01/01/23	12/31/23	01/01/23	12/31/23	\$4,000	\$4,000	\$6,000
YR24 SRF - Local Asst (15%) (FO-NW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	\$2,000	\$2,000	
<b>TOTAL</b>									<b>\$10,251,401</b>	<b>\$10,251,401</b>	
<b>Total consideration:</b>	<b>\$10,110,096</b>									<b>GRAND TOTAL</b>	<b>\$10,251,401</b>
	<b>\$141,305</b>										
<b>GRAND TOTAL</b>	<b>\$10,251,401</b>									<b>Total Fed</b>	<b>\$4,861,005</b>
										<b>Total State</b>	<b>\$5,390,396</b>

\*Catalog of Federal Domestic Assistance

\*\*Federal revenue codes begin with "333". State revenue codes begin with "334".

**Exhibit A**  
**Statement of Work**  
**Contract Term: 2022-2024**

**DOH Program Name or Title:** BEACH Program - Effective March 1, 2024

**Local Health Jurisdiction Name:** Island County Public Health Department

**Contract Number:** CLH31012

**SOW Type:** Original      **Revision # (for this SOW)**

**Period of Performance:** March 1, 2024 through September 30, 2024

<b>Funding Source</b> <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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**Statement of Work Purpose:** The Beach Environmental Assessment, Communication, and Health (BEACH) Program works with LHJ to monitor water at marine swimming beaches for bacteria and provide public notification when levels are unsafe.

**Revision Purpose:** N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY24 SWIMMING BEACH GRANT IAR (ECY)	26505924	66.472	333.66.47	03/01/24 09/30/24	0	12,000	12,000
					0	0	0
					0	0	0
					0	0	0
					0	0	0
					0	0	0
<b>TOTALS</b>					<b>0</b>	<b>12,000</b>	<b>12,000</b>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	<u>BEACH Program Administration and Annual Meeting:</u> Time spent on administrative duties related to the BEACH Program and the 2024 Annual meeting.	Summarize time spent on administrative duties in annual report.	Annual meeting held in March 2024. Annual report due September 30, 2024.	Reimbursement for actual costs up to \$12,000 for tasks 1-3. Subrecipient may use their discretion in prioritizing which task(s) to pay with this award.
2	<u>Bacteria Monitoring &amp; Public Notification</u> <ul style="list-style-type: none"> <li>Collect samples and field observations in accordance with BEACH Program Quality Assurance Project Plan (QAPP). Notify BEACH Program Coordinator in advance if samples cannot be collected. Coordinate deviations from the QAPP and/or schedule with the BEACH Program Coordinator.</li> <li>Post and/or remove swimming advisory signs as needed. Provide public education about beach water quality. Notify BEACH Program Coordinator of swimming advisories as soon as possible.</li> </ul>	1. Enter data into Department of Ecology's BEACH Program Database.  2. Email copies of laboratory analytical reports to BEACH Program Coordinator.  3. Include a list of swimming advisories in annual report.	1. Enter data results into database by Friday each week of sample collection.  2. Email copies of reports upon receipt.  3. Annual report due September 30, 2024.	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	<u>Illness Pollution Investigations</u> Notify BEACH Program Coordinator of any illness reports related to recreational swimming beaches. Conduct illness investigations as needed.	1. Provide notification via telephone to BEACH Program Coordinator.  2. Summarize illness investigation in annual report.	1. Within fourteen (14) business days.  2. Annual report due September 30, 2024.	

**DOH Program and Fiscal Contact Information** for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to [finance@doh.wa.gov](mailto:finance@doh.wa.gov).

**Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](#) by DOH as required by P.L. 109-282.

**Program Specific Requirements**

The funds for this project are being provided by an Environmental Protection Agency grant, Agreement Number CU-01J74301-3, Catalog of Federal Domestic Assistance Number 66.472 – Beach Monitoring and Notification Program Implementation Grants.

**Program Manual, Handbook, Policy References:**

Quality Assurance Project Plan <https://apps.ecology.wa.gov/publications/SummaryPages/1903119.html>



**Exhibit A**  
**Statement of Work**  
**Contract Term: 2022-2024**

**DOH Program Name or Title:** DCHS - ELC COVID-19 Response -  
Effective January 1, 2022

**Local Health Jurisdiction Name:** Island County Public Health Department

**Contract Number:** CLH31012

**SOW Type:** Revision      **Revision # (for this SOW)** 5

**Period of Performance:** January 1, 2022 through June 30, 2024

<b>Funding Source</b> <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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**Statement of Work Purpose:** The purpose of this statement of work (SOW) is to provide supplemental funding for the LHJ to ensure adequate culturally and linguistically responsive testing, investigation and contract tracing resources to limit the spread of COVID-19. This funding is the estimated carryforward amount.

**Revision Purpose:** Extend Period of Performance and ELC EDE LHJ Funding End Date from 12/31/23 to 6/30/24.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change None	Total Allocation
FFY19 ELC COVID ED ALLOCATION	1897129G	93.323	333.93.32	01/01/22	10/18/22	367,314	0	367,314
FFY20 ELC EDE LHJ ALLOCATION	1897140E	93.323	333.93.32	01/01/22	06/30/24	1,083,320	0	1,083,320
						0	0	0
						0	0	0
						0	0	0
						0	0	0
<b>TOTALS</b>						<b>1,450,634</b>	<b>0</b>	<b>1,450,634</b>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>Participate in public health emergency preparedness and response activities for COVID-19. This may include surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications and or other preparedness and response activities for COVID-19.</p> <p>Examples of key activities include:</p> <ul style="list-style-type: none"> <li>• Incident management for the response</li> <li>• Testing</li> <li>• Case Investigation/Contact Tracing</li> <li>• Sustainable isolation and quarantine</li> <li>• Care coordination</li> <li>• Surge management</li> <li>• Data reporting</li> </ul>			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
NOTE: The purpose of this agreement is to supplement existing funds for local health jurisdictions to carry out surveillance, epidemiology, case investigations and contact tracing, laboratory capacity, infection control, mitigation, communications, community engagement, and other public health preparedness and response activities for COVID-19.				
<b>DCHS COVID-19 Response</b>				
1	Establish a budget plan and narrative to be submitted to the Department of Health (DOH) Contract Manager. DOH will send the “Budget narrative Template”, “Budget Guidance” and any other applicable documents that may be identified.	Submit the budget plan and narrative using the template provided.	Within 30 days of receiving any new award for DCHS COVID-19 Response tasks.	Reimbursement of actual costs incurred, not to exceed:  \$367,314 FFY19 ELC COVID ED LHJ ALLOCATION Funding (MI 1897129G) Funding end date 10/18/2022  \$1,083,320 FFY20 ELC EDE LHJ ALLOCATION Funding (MI 1897120E) Funding end date <del>6/30/2024</del> <del>12/31/2023</del>
2	<p>1) LHJ Active monitoring activities. In partnership with WA DOH and neighboring Tribes, the LHJ must ensure adequate culturally and linguistically responsive testing, investigation and contact tracing resources to limit the spread disease. LHJs must conduct the following activities in accordance with the guidance to be provided by DOH.</p> <p>a. Allocate enough funding to ensure the following Contact Tracing and Case Investigation Support: Hire a minimum of 1.0 data entry FTE to assure system requirements for task 2.1.a.</p> <p>i. Contact tracing</p> <ol style="list-style-type: none"> <li>1. Strive to maintain the capacity to conduct targeted investigations as appropriate.</li> <li>2. Have staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive services. In addition, or alternatively, enter into an agreement(s) with Tribal, community-based and/or culturally-specific organizations to provide such services. DOH centralized investigations will count towards this minimum.</li> <li>3. Ensure all contact tracing staff are trained in accordance with DOH investigative guidelines and data entry protocols.</li> <li>4. Coordinate with Tribal partners in conducting contact tracing for Tribal members.</li> <li>5. Ensure contact tracing and case investigations activities meet DOH case and Contact Tracing Metrics. (Metrics to be determined collaboratively by DOH, LHJs and Tribes.)</li> </ol>	<p>Data collected and reported into DOH systems daily.</p> <p>Enter all contact tracing data in CREST following guidance from-DOH.</p>	<p>Enter performance metrics daily into DOH identified systems</p> <p>Quarterly performance reporting updates</p>	



Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>reports to DOH on testing locations and volume as requested.</p> <p>c. Surveillance FTE support at a minimum of .5 FTE Epidemiologist to support daily reporting needs below.</p> <p>i. Ensure all COVID positive lab test results from LHJ are entered in to WDRS by 1) entering data directly in to WDRS, 2) sending test results to DOH to enter, or 3) working with DOH and entities conducting tests to implement an electronic method for test result submission.</p> <p>ii. Maintain records of all COVID negative lab test results from the LHJ and enter into WDRS when resources permit or send test results to DOH.</p> <p>iii. Collaborate with Tribes to ensure Tribal entities with appropriate public health authority have read/write access to WDRS and CREST to ensure that all COVID lab results from their jurisdictions are entered in WDRS or shared with the LHJ or DOH for entry.</p> <p>d. Tribal Support. Ensure alignment of contact tracing and support for patients and family by coordinating with local tribes if a patient identified as American Indian/Alaska Native and/or a member of a WA tribe.</p> <p>e. Support Infection Prevention and control for high-risk populations</p> <p>i. Migrant and seasonal farmworker support. Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.</p> <p>ii. Congregate care facilities: In collaboration with the state licensing agency (DSHS), support infection prevention assessments, testing. Infection control and isolation and quarantine protocols in congregate care facilities.</p> <p>iii. High risk businesses or community-based operations. In collaboration with state licensing agencies and Labor and Industries, partner with food processing and manufacturing businesses to</p>	<p>on testing locations and volume as requested.</p> <p>Ensure all COVID positive test results are entered into WDRS within 2 days of receipt</p> <p>Quarterly performance updates related to culturally and linguistic competency and responsiveness, tribal support, infection prevention and control for high-risk populations, community education and regional active monitoring activities. Performance update should include status of all projects listed.</p>		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to outbreaks.</p> <ul style="list-style-type: none"> <li>iv. Healthcare: Support infection prevention and control assessments, testing, cohorting, and isolation procedures. Provide educational resources to a variety of healthcare setting types (e.g., nursing homes, hospitals, dental, dialysis).</li> <li>v. Non-healthcare settings that house vulnerable populations: In collaboration with state corrections agency (DOC) and other state partners, support testing, infection control, isolation and quarantine and social services and wraparound supports for individuals living or temporarily residing in congregate living settings, including detention centers, prisons, jails, transition housing, homeless shelters, and other vulnerable populations.</li> <li>vi. Schools: In collaboration with OSPI and local health jurisdictions, support infection prevention and control and outbreak response in K-12 and university school settings.</li> </ul> <p>f. Ensure adequate resources are directed towards H2A housing facilities within communities, fishing industries and long-term care facilities to prevent and control disease transmission. Funds can be used to hire support staff, provide incentives or facility-based funding for onsite infection prevention efforts, etc.</p> <p>g. Community education. Work with Tribes and partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.</p> <p>h. Establish sustainable isolation and quarantine (I&amp;Q) measures in accordance with <b><u>WAC 246-100-045</u></b> (Conditions and principles for isolation or quarantine).</p> <ul style="list-style-type: none"> <li>i. Have at least one (1) location for conducting I&amp;Q operations identified and confirmed. This location should be sufficient for supporting I&amp;Q services that are adequate for the population for your jurisdiction and have an ability to expand if</li> </ul>	<p>Quarterly performance updates to include name, address and capacity of identified location that can support isolation and quarantine, and confirmation of appropriate planning and coordination as required.</p>		



Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>needed. This can be through contract/formal agreement; alternatively, the jurisdiction may establish with an adjacent jurisdiction a formal agreement to provide the isolation and quarantine capacity adequate to the population for your jurisdiction with the ability to expand.</p> <p>ii. Maintain ongoing census data for isolation and quarantine for your population.</p> <p>iii. Planning must incorporate transfer or receipt of people requiring I&amp;Q support to and from adjacent jurisdictions or state facilities in the event of localized increased need.</p> <p>iv. Planning must incorporate indicators for activating and surging to meet demand and describe the process for coordinating requests for state I&amp;Q support, either through mobile teams or the state facility.</p>	Report census numbers to include historic total by month and monthly total for current quarter to date		

**DOH Program and Fiscal Contact Information** for all ConCon SOWs can be found on the <https://stateofwa.sharepoint.com/sites/DOH-ofsfundingresources/SitePages/Home.aspx?e=1%3A9a94688da2d94d3ea80ac7fbc32e4d7c> site. Questions related to this SOW, or any other finance-related inquiry, may be sent to <mailto:finance@doh.wa.gov>.

**Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](https://www.usaspending.gov) by DOH as required by P.L. 109-282.

**Program Specific Requirements**

**All work will be performed in accordance with the revised and approved project plans to be submitted to DOH.**

**Restrictions on Funds (what funds can be used for which activities, not direct payments, etc)**

CDC Funding Regulations and Policies

<https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>

**Monitoring Visits (frequency, type)**

The DOH program contact may conduct monitoring visits during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subawardee. The DOH Fiscal Monitoring Unit may conduct fiscal monitoring site visits during the life of this project

**Special Billing Requirements**

**Payment:** Upon approval of deliverables and receipt of an invoice voucher, DOH will reimburse for actual allowable costs incurred. Billings for services on a monthly fraction of the budget will not be accepted or approved.

**Submission of Invoice Vouchers:** The LHJ shall submit correct monthly A19-1A invoice vouchers for amounts billable under this statement of work to DOH by the 25th of the following month or on a frequency no less often than quarterly.

**Other:** Required activities, deliverables, and funding is for the entire project period: January 2021 through specified date above. Unspent funds and tasks not completed by December 31, 2021, were reauthorized for work in this new consolidated contract term beginning January 1, 2022. It is the LHJ's responsibility to assure that the unspent funding amount carried forward to this statement of work does not exceed the remaining available balance from the 2018-2021 contract.

**Exhibit A**  
**Statement of Work**  
**Contract Term: 2022-2024**

**DOH Program Name or Title:** Office of Drinking Water Group B Programs -  
Effective January 1, 2022

**Local Health Jurisdiction Name:** Island County Public Health Department

**Contract Number:** CLH31012

**SOW Type:** Revision      **Revision # (for this SOW)** 2

**Period of Performance:** January 1, 2022 through June 30, 2024

<b>Funding Source</b> <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Fixed Price
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**Statement of Work Purpose:** The purpose of this statement of work (SOW) is to provide financial support to LHJs implementing local Group B water systems programs.

**Revision Purpose:** The purpose of this revision is to extend the period of performance from 06/30/23 to 06/30/24 and provide additional financial support from 01/01/24 through 06/30/24 to LHJs implementing local Group B water systems programs.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
GFS Group B (FO-NW)	24220103	N/A	334.04.90	01/01/22	06/30/22	25,877	0	25,877
GFS Group B (FO-NW)	24220104	N/A	334.04.90	01/01/23	06/30/23	25,878	0	25,878
SFY1 GFS - Group B	24110843	N/A	334.04.90	01/01/24	06/30/24	0	25,230	25,230
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
<b>TOTALS</b>						<b>51,755</b>	<b>25,230</b>	<b>76,985</b>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Implement a Group B water system program through a Local Ordinance. Reference DOH MOA #CLH21143-1	An executed Memorandum of Agreement (MOA) with DOH identifying responsibilities of a full Group B program through a Local Ordinance.	January 1, <del>2023</del> 2022 thru June 30, <del>2023-2024</del>	Lump sum payment (See Special Billing Requirements)

**DOH Program and Fiscal Contact Information** for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to [finance@doh.wa.gov](mailto:finance@doh.wa.gov).

**Program Specific Requirements**

**Special Billing Requirements:**

*For January 1, 2022 thru June 30, 2022, LHJ shall submit one invoice no later than June 30, 2022 and payment cannot exceed a maximum cumulative fee of \$25,877.*

For January 1, 2023 thru June 30, 2023, LHJ shall submit one invoice no later than June 30, 2023 and payment cannot exceed a maximum cumulative fee of \$25,878.

*For January 1, 2024 thru June 30, 2024, LHJ shall submit one invoice no later than June 30, 2024 and payment cannot exceed a maximum cumulative fee of \$25,230.*

**Exhibit A**  
**Statement of Work**  
**Contract Term: 2022-2024**

**DOH Program Name or Title:** WIC Nutrition Program - Effective January 1, 2022

**Local Health Jurisdiction Name:** Island County Public Health Department

**Contract Number:** CLH31012

**SOW Type:** Revision      **Revision # (for this SOW)** 6

**Period of Performance:** January 1, 2022 through December 31, 2024

<b>Funding Source</b>	<b>Federal Compliance (check if applicable)</b>	<b>Type of Payment</b>
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

**Statement of Work Purpose:** The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

**Revision Purpose:** To add FFY24 USDA WIC CLIENT SVS CONTRACTS funds, add deliverable due dates, and update Billing Requirements.

<b>DOH Chart of Accounts Master Index Title</b>	<b>Master Index Code</b>	<b>Assistance Listing Number</b>	<b>BARS Revenue Code</b>	<b>LHJ Funding Period</b>		<b>Current Allocation</b>	<b>Allocation Change Increase (+)</b>	<b>Total Allocation</b>
FFY22 USDA WIC CLIENT SVS CONTRACTS	76101234	10.557	333.10.55	01/01/22	09/30/22	162,225	0	162,225
FFY23 USDA WIC CLIENT SVS CONTRACTS	76101244	10.557	333.10.55	10/01/22	09/30/23	212,100	0	212,100
FFY22 USDA BFPC PROG MGMT	76214231	10.557	333.10.55	01/01/22	09/30/24	12,291	0	12,291
FFY22 USDA FMNP PROG MGMT	76540237	10.572	333.10.57	05/01/22	09/30/22	548	0	548
FFY23 USDA BFPC PROG MGMT	76214241	10.557	333.10.57	10/01/22	12/31/24	34,405	0	34,405
FFY23 USDA WIC PROG MGMT CSS	76101242	10.557	333.10.55	01/01/23	09/30/23	1,600	0	1,600
FFY24 USDA WIC CLIENT SVS CONTRACTS	7610124B	10.557	333.10.55	10/01/23	09/30/24	221,688	104,075	325,763
FFY23 USDA FMNP MGMT	76540248	10.572	333.10.57	06/01/23	09/30/23	567	0	567
FFY24 USDA BFPC PROG MGMT	7621424A	10.557	333.10.55	10/01/23	09/30/24	34,405	0	34,405
FFY25 USDA WIC CLIENT SVS CONTRACTS	76101251	10.557	333.10.55	10/01/24	12/31/24	55,188	0	55,188
						0	0	0
<b>TOTALS</b>						<b>735,017</b>	<b>104,075</b>	<b>839,092</b>

<b>Task #</b>	<b>Activity</b>	<b>Deliverables/Outcomes</b>	<b>Due Date/Time Frame</b>	<b>Payment Information and/or Amount</b>
<b>1</b>	<b>WIC Nutrition Program</b>			See "Billing Requirements" below.
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at state WIC office. The Department of Health (Department) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when:	Outcomes based on monthly participation data from state WIC caseload management reports.	<b>Authorized participating caseload for January 2022 through December 2024 = <u>795</u></b>	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	1. Unanticipated funding situations occur. 2. Reallocations are necessary to redistribute caseload statewide. 3. Caseload declines.		<b>Revised authorized participating caseload for January 2023 through December 2024 = 750</b>	
1.2	Submit the annual Nutrition Services Plan for each year of the contract.	Nutrition Services Plan	First year due 9/30/22 Second year due 9/30/23 <i>Third year due 9/30/2024</i>	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the contract.	Nutrition Services Expenditure Report	11/30/22 11/30/23 <i>11/30/2024</i>	Payment withheld if not received by due date.
1.4	Tell participants about other health services in the agency. If needed, develop written agreements with other health care agencies and refer participants to these services.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.5	Provide nutrition education services to participants and caregivers in accordance with federal and state requirements.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.6	Issue WIC benefits while assuring adequate WIC card security and reconciliation.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.8a	Submit entire WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract	Budget Workbook	First year due 9/30/22 Second year due 9/30/23 <i>Third year due 9/30/24</i>	
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook monthly with A-19	Revenue and Expense Report and A-19	First year due monthly through December 31, 2022 Second year due monthly through December 31, 2023 <i>Third year due monthly through December 31, 2024</i>	
<b>2</b>	<b>Breastfeeding Promotion</b>			See "Billing Requirements" below.
2.1	Provide breastfeeding promotion activities in accordance with federal and state requirements.	Status report of chosen activities in Nutrition Services Plan.  Documentation must be available for review by WIC monitor staff.	First year due 11/30/22 Second year due 11/30/23 <i>Third year due 11/30/2024</i>  Biennial WIC Monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects:	Status report of chosen activities in Nutrition Services Plan.	First year due 8/30/22 Second year due 8/30/23 <i>Third year due 11/30/2024</i>	



Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> <li>Provide staff, health care providers and community partners virtual breastfeeding training resources.</li> <li>Work with employers who likely employ low-income people to create worksite environments that support breastfeeding.</li> <li>Work with birthing hospitals to improve maternity care practices that affect WIC participant breastfeeding rates.</li> <li>Provide participants access to lactation consultants.</li> </ul> Other projects will need pre-approval from the State WIC Office	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
<b>3</b>	<b>Breastfeeding Peer Counseling Program (BFPC)</b>			See “Billing Requirements” below.
3.1	Provide Breastfeeding Peer Counseling Program activities in accordance with federal and state requirements. The WIC Breastfeeding Peer Counseling Program is meant to enhance, not replace, WIC Breastfeeding promotion and support activities.	Breastfeeding Peer Counseling Annual Report and expenditures from the previous federal fiscal year.  Documentation must be available for review by WIC monitor staff.	First year due 12/31/22 Second year due 12/31/23 <i>Third year due 12/31/24</i>  Biennial WIC Monitor	
3.2	Track Breastfeeding Peer Counseling Program expenditures and bill separately from the WIC grant.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
<b>4</b>	<b>Farmers Market Nutrition Program (FMNP)</b>			See “Billing Requirements” below.
4.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC participants between June and September 30 of current year.	Send completed readable copy of FMNP check registers to State WIC office on a weekly basis following FMNP procedures.  Documentation must be available for review by WIC monitor staff.	Weekly June-Sept. 2022 and June-Sept. 2023  All sent by Oct. 1, 2022, Oct. 1, 2023, <i>and Oct 1, 2024</i>  Biennial WIC Monitor	

**DOH Program and Fiscal Contact Information** for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to [finance@doh.wa.gov](mailto:finance@doh.wa.gov).

**Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](#) by DOH as required by P.L. 109-282.

**Program Specific Requirements**

**Program Manual, Handbook, Policy References:**

The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, and FNS 7CFR Part 246.
- Washington State WIC Nutrition Program Policy and Procedure Manual
- Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the contract

**Staffing Requirements:**

The LHJ shall:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine participant eligibility, prescribe an appropriate food package and offer nutrition education based on the participants' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk participants, to include development of a high-risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The Breastfeeding Coordinator must be an International Board-Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

**Restrictions on Funds:**

The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**Special References:**

What is the WIC program?

1. The WIC program in the state of Washington is administered by the Department of Health.
2. The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
3. Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, participants, persons acting on behalf of a participant, and retailers. They are designed to promote:
  - a. High quality nutrition services;
  - b. Consistent application of policies and procedures for eligibility determination;
  - c. Consistent application of policies and procedures for food benefit issuance and delivery; and
  - d. WIC program compliance.
4. The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.
5. The WIC program may impose sanctions against WIC participants for not following WIC program rules stated on the WIC rights and responsibilities.
6. The WIC program may impose monetary penalties against persons who misuse WIC benefits or WIC food but who are not WIC participants.

**Monitoring Visits:**

Program and fiscal monitoring are done on a biennial (every two years) basis and are conducted onsite.

The LHJ must maintain on file and have available for review, audit and evaluation:

- All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- Program requirements

- Nutrition education
- All financial records

#### **Assurances/Certifications:**

##### **1. Computer Equipment Loaned by the Department of Health WIC Nutrition Program**

In order to perform WIC program activities, the Department requires computer equipment, such as computers, signature pads, document scanners, card readers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by the Department and loaned to the local agency (Contractor). The Loaned Equipment is supported by the Department. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by the Department. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and the Department updates the inventory. A copy of the Transfer Form will be provided to the contractor. Copies of the updated inventory list may be requested at any time.

The LHJ agrees to:

- Defend, protect and hold harmless the Department or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
- Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation. The Department may enforce this by:
  - Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
  - Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by the Department), or
  - Assertion of a lien against the Contractor's property.
- Notify the Department immediately of any damage to Loaned Equipment.
- Notify the Department prior to moving or replacing any Loaned Equipment.

The Department recommends Contractors carry insurance against possible loss or theft.

##### **2. Civil Rights Assurance**

- The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance.
- "The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- "By accepting this assurance, the Program applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the Program applicant."

##### **3. 2CFR 200**

The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 2CFR part 200, the debarment and suspension requirements of 2CFR part 200.213, if applicable, the lobbying restrictions of 2CFR part 200.245, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

#### **Billing Requirements:**

##### **1. Definitions**

**Contract Period:** January 1, 2022 - December 31, 2024

**Contract Budget Period:** The time period for which the funding is budgeted.

- There are four federal budget periods  
January 1, 2022 through September 30, 2022;  
October 1, 2022 through September 30, 2023;  
October 1, 2023 through September 30, 2024;  
October 1, 2024 through December 31, 2024.

2. Billing Information:

- Billings are submitted on an A-19-1A invoice. These invoices are provided by the Department in the WIC Budget Workbook and include accounting codes for different budget categories.
- A-19s are submitted monthly and must be received by the Department within ~~60~~ 30 days following the close of each calendar month. Additional A-19s may be submitted at any time, but must be received within ~~90~~ 60 days of the close of the federal budget period.
- Funds are allocated by budget categories and by federal budget periods (refer to the budget spreadsheet).
- Funds are encumbered or spent only during the budget period; no carry forward from previous time periods or borrowing from future time periods is allowed.
- Payments are limited to the amounts allocated for the budget period for each budget category.
- Billings are based on actual costs for completed activities. Advance payments are not allowed. Back up documentation must be retained by the LHJ and available for inspection by the Department or other appropriate authorities.
- Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- If billing for indirect costs, a Cost Allocation Plan or Federal Indirect Cost Agreement must be submitted prior to payment.

**Special Instructions:**

The LHJ shall:

- Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
- Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires all recipients and sub-recipients of federal funds to have a single audit performed should they spend \$750,000 or more of federal grants or awards from all sources. Contractors spending less than \$750,000 in federal grants or awards may also be subject to audit.
- Use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC participants. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC participants.

**SPECIAL REQUIREMENTS**

<b>Contract Funding Period</b>	<b>Time Period special requirement funds are available</b>	<b>Amount</b>	<b>Special Requirement Description</b>
January 2022 to September 2024	January 2022 to September 2022	\$1,050	Added in the USDA WIC Client Services Contracts category to cover training and travel expenses for all local WIC staff to participate in WIC-related trainings.
January 2023 - September 2023	January 2023 - September 2023	\$1,600	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits or contractor), and other approved WIC training expenses.

October 2023 - September 2024	October 2023 - September 2024	\$3,000	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits for part-time or contractors), and other approved WIC training expenses.
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**Other:**

Any program requirements that are not followed may be subject to corrective action and may result in monetary fines or repayment of funds.



## Island County Public Health

Shawn Morris, ND – Public Health Director

1 NE 7th St, Coupeville, WA 98239

Ph: Whidbey 360-679-7350 | Camano 360-678-8261 | N Whidbey 360-240-5554

Email: Publichealth@islandcountywa.gov | www.islandcountywa.gov

### MEMORANDUM

April 2024

TO: Board of Commissioners

FROM: Shawn Morris, Public Health Director

RE: Health Matters Quarterly Publication

This memo provides an outline of topics for the next quarterly publication of the Health Matters newsletter for Board discussion. Topics are generated by reviewing agendas from Board of Health (BOH) meetings, as well as considering regular health observances, events, staff input from Public Health and Human Services, and health-related data. The goal of Health Matters is to advance community health by sharing locally relevant resources and information. Staff seek to apply a health equity lens and principles of cultural humility in preparing content, including engaging with community-based organizations and community members to co-create messaging.

### Health Matters May Issue Topic Outline

Topic	Brief Description
<b>Community Health Assessment &amp; Comprehensive Plan update</b>	For CHA: update on community survey, sharing flyers in different languages, coordinate with Taylor. For Comp Plan share feedback website and HiAP approach to Comprehensive Planning, consult with Shawn and Emily Neff, long range planner, to discuss our collaborative approach.
<b>Groundwater Awareness</b>	Review social media posts and consult with Chris Kelley to share resources and info related to safe drinking water and water quality.
<b>Colorectal Cancer Awareness</b>	Share infographic developed by Jen Krenz, and update on colorectal cancer screening awareness. See social media post for related guidance. Additional resources: <a href="#">USPSTF Guidelines</a> ; <a href="#">NIC Colorectal Cancer Prevention</a> ; <a href="#">CDC Info</a> ; discuss local data with Jen Krenz
<b>Tuberculosis Info</b>	Share resources on inactive (latent) TB identification and treatment. Consult with Jen Krenz and review this <a href="#">CDC Think Test Treat</a> resource. Share info about <a href="#">latent vs active TB from CDC</a> . We will need to avoid stigmatizing certain populations when discussing who is at risk, consult with Shawn.
<b>Share Teen Health Resource Hub from DOH</b>	<a href="https://doh.wa.gov/teenhealthhub">https://doh.wa.gov/teenhealthhub</a>



<b>COVID-19</b>	Update on 5-day quarantine change from CDC <i>if</i> WA DOH issues aligned guidance. Consult with Shawn and Dr. Leibbrand. Reshare respiratory guidance webpage.
<b>Healthy Youth Survey</b>	Share results, coordinate with Taylor and Assessment team.

## Conservation Futures Fund (CFF) Program Application Receipt Overview

- Executive Summary -

*April 3<sup>rd</sup> BOCC Work Session*

<b>Summary</b>	<p>Conservation Futures is a land preservation program that protects, preserves, maintains, improves, restores, and limits the future use of threatened areas of open space, timberlands, wetlands, habitat areas, culturally significant sites, and agricultural farmlands within Island County.</p> <p>In 2024 the Conservation Futures Fund (CFF) grant program funding cycle that closed February 28<sup>th</sup> received one (1) application from the Whidbey Camano Land Trust (WCLT) which is summarized here, and which is being presented to the BOCC for initial feedback. The application is for the acquisition of an easement to the Keystone Preserve property along Admiralty Inlet on central Whidbey. WCLT plans to build an Americans with Disabilities Act (ADA) trail and educational pavilion for people of all ability levels to enjoy views of the Keystone Preserve and Puget Sound, as well as funding to engage the community in educational activities. WCLT will likely apply for M&amp;O funds to build this trail and pavilion from CFF in 2025.</p> <p>Applicant interviews, site visits, and other application review work is ongoing with the CFF Coordinator, CFF Community Advisory Board (CAB), and the applicant; final recommendations will be brought to the BOCC soon.</p>
<b>Policy and Regulatory Context</b>	<p>The management of the CFF program by Island County is written into code RCW 84.34.240 and governed by program bylaws. In 2023 the BOCC directed the CFF Coordinator to re-evaluate many of the components of the program, including the application criteria, timeline of review, and the ability of the BOCC to weigh in earlier in the process. Proposed changes will be brought to the BOCC for consideration throughout 2024 in anticipation of implementation in the 2025 application cycle.</p> <p><u>Equity and Climate Lenses</u></p> <p>Included in the requested program changes are additional equity and climate considerations. This will entail the inclusion of equity-focused criteria in the CFF funding application, as well as climate resiliency elements and additional land use opportunities for CFF-purchased properties.</p>
<b>Fiscal Impact</b>	<p>The anticipated fiscal impact of this application, if approved, will be to distribute \$10,000 from the 2024 CFF monies. The total available 2024 funds were in question due to a currently unaccepted 2023 contract, so the 2024 application round was smaller than average; however, the fund has sufficient monies to distribute this amount if this application is approved.</p>
<b>Recommendation</b>	<p>The intention of this presentation is to provide the BOCC with a snapshot of the received applications in advance of the CAB recommendations, and to allow the BOCC to ask any questions that would be relayed to the applicant during the CAB's interviews and site visits.</p>

## 2024 Island County Conservation Futures Fund Accessible Trail and Educational Pavilion Easement

**Sponsor:** Whidbey Camano Land Trust  
**Contact:** Kurt Schlimme  
**Address:** 765 Wonn Rd C-201  
Greenbank, WA 98253  
**Phone:** 360-222-3310  
**E-mail:** [kurt@wclt.org](mailto:kurt@wclt.org)

### Project Budget Summary:

Estimated Total Accessible Trail and Educational Pavilion Easement Value	\$10,000
Total Costs of Services (staff time, appraisal, survey, etc.)	
<b>Estimated Total Project Cost</b>	
<b>CFF Amount Requested in 2023</b>	<b>\$10,000</b>

**Tax Parcel Number:** R13124-295-5050 R23119-300-0050; R23119-250-0400; R23119-220-0800; R23119-180-1100; R23119-160-1800; R23119-170-1800; R23119-100-1900; R23119-080-2000; R23119-050-2100; R23119-015-2200; R13124-363-5250; R23119-390-0500; R23119-350-0900; R23119-310-1000; R23119-240-2100; R23119-170-2500; R23119-390-1700; R23119-355-1850; R23119-325-2050; R23119-310-2300; and R23119-270-2600

**Landowner Names:** Whidbey Camano Land Trust

### Landowner Contact Information:

**Primary Contact:** Kurt Schlimme, Conservation Director  
**Mailing Address:** 765 Wonn Road C-201, Greenbank, WA 98253  
**Phone:** (360) 222-3310  
**E-mail** [kurt@wclt.org](mailto:kurt@wclt.org)

## **Project Description:**

**Description:** The Whidbey Camano Land Trust (Land Trust) is requesting \$10,000 of Island County Conservation Futures Funds (CFF) to place an Accessible Trail and Educational Pavilion Easement on the Keystone Preserve (Preserve). The Preserve is located along Admiralty Inlet on central Whidbey Island (see Exhibit A for Aerial Map and Vicinity Map). Specifically, this CFF project proposal will result in the placement of an easement to ensure that:

- (1) An ADA trail can be built through the Property, providing access to stunning viewpoints and forested areas of the Preserve; and
- (2) An accessible educational pavilion can be built to provide a designated space to enjoy views of the Preserve and Puget Sound and engage the community in a variety of educational activities.

If this CFF grant is approved, the Land Trust will move forward with the process of scoping the ADA trails and educational pavilion.

In April of 2022, the Whidbey Camano Land Trust completed the acquisition of what is now known as the Keystone Preserve, successfully protecting 216 acres of beautiful coastal farm and forest on Admiralty Bay near Coupeville. The Preserve includes two-thirds of a mile of shoreline, over 160 acres of forest, and one of the oldest farms on Whidbey Island. This project will provide new public access opportunities, including recreation and educational activities. The Preserve is located along a free bus line, providing more opportunity for equitable access to this section of shoreline and forest within central Whidbey Island. Public access will be limited to low-impact recreational uses to minimize negative impacts to the habitat values while allowing the community to engage with these natural spaces. Additionally, it is the goal of the Land Trust to create trails open to as many people as possible. At this time there are no access points or trails that meet the legally defined standards needed for safe access to the Preserve for people of all abilities. To further enhance the accessibility of the Preserve, the Land Trust is creating a management plan that outlines the intended site and trail building plans for ensuring ADA access.

If this CFF grant request is approved, it would solidify Island County as a partner at the Keystone Preserve, and open up potential County Maintenance and Operation (M&O) funds to support the creation of an ADA trail and educational pavilion in the near future. The Land Trust has identified two potential sites for ADA trails (see highlighted ADA trail in Exhibit B). The first potential ADA trail would provide access from the parking lot to the education pavilion and to the existing driveway that is level and made of packed gravel. The second potential ADA trail is the North Forest Loop, and is approximately 0.7-mile long. The educational pavilion would be located near the main parking lot and North Forest Loop, and provides a space for community members, including school groups, to learn about and engage with the natural world at Keystone Preserve.

**ESTIMATED PROJECT BUDGET****ISLAND COUNTY CONSERVATION FUTURES FUND****PROPOSED PROJECT APPLICATION**

PROJECT NAME =	Accessible Trail and Educational Pavilion		YEAR 2024	
	Category	CFF	Other Funding Sources	Total Funding
Planning				
	Salaries and Benefits	\$ -	\$ -	\$ -
	Consultants/Sub-Contracting	\$ -	\$ -	\$ -
	Goods and Services*	\$ -	\$ -	\$ -
	Travel & Per Diem	\$ -	\$ -	\$ -
	Other	\$ -	\$ -	\$ -
	<b>Total Planning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Maintenance and Operations				
	Salaries and Benefits	\$ -	\$ -	\$ -
	Consultants/Sub-Contracting	\$ -	\$ -	\$ -
	Goods and Services*	\$ -	\$ -	\$ -
	Travel & Per Diem	\$ -	\$ -	\$ -
	Other	\$ -	\$ -	\$ -
	<b>Total Maintenance /</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Management & Administration				
	Salaries and Benefits	\$ -	\$ -	\$ -
	Consultants/Sub-Contracting	\$ -	\$ -	\$ -
	Goods and Services*	\$ -	\$ -	\$ -
	Travel & Per Diem	\$ -	\$ -	\$ -
	Other	\$ -	\$ -	\$ -
	<b>Total Management &amp; Admin</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Equipment				
	Technology Capital Items*	\$ -	\$ -	\$ -
	Technology Supplies*	\$ -	\$ -	\$ -
	Equipment*	\$ -	\$ -	\$ -
	Other	\$ -	\$ -	\$ -
	<b>Total Equipment</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Property Acquisition				
	Purchase of property (2022)		\$9,078,000.00	\$9,078,000.00
	Accessible Trail and Educational Pavilion Easement (CFF Grant)	\$10,000.00		\$10,000.00
	<b>Total Acquisition Costs</b>	<b>\$10,000.00</b>	<b>\$9,078,000.00</b>	
	<b>Total Budget</b>	<b>\$10,000.00</b>	<b>\$9,078,000.00</b>	<b>\$9,088,000.00</b>

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

**PROJECT NARRATIVE****A. CONSERVATION VALUES & RESOURCES.****1. Rarity of Resources or Habitats Protected****a. Significance of resources protected:**

The Keystone Preserve encompasses 216 acres, including 3,500 feet of intact feeder bluff shoreline and tidelands with kelp and eelgrass beds, as well as 50 acres of open fields, and over 160 acres of coastal forest. The Land Trust acquired the Preserve to protect and enhance its diverse, resilient habitats that benefit a variety of fish and wildlife, including federal and state listed species. The coastal wetlands of the site depend on the natural functioning of the active feeder bluffs, which support eelgrass and a broad range of marine benthic organisms. These ecosystems maintain habitat linkages critical to coastal-dependent and migratory birds.

The forest is a mix of conifer and deciduous species with varied harvest history. Tree species include Douglas fir, red alder, western hemlock, Sitka spruce, western red cedar and big leaf maple. The understory plant community includes sword fern, ocean spray, salal, huckleberry, and other native shrubs and forbs. Approximately 17 acres remain of mature coastal forest with trees in the range of 100 years, and typifies the iconic Pacific Northwest forest. The remainder of the forest is younger and composed of varying stand types, which the Land Trust is developing a plan to enhance and restore. Together the diverse forest stands provide excellent habitat, and facilitate wildlife and plant movement through a narrow portion of the island.

The proposed ADA trails and educational pavilion will provide appropriate, compatible public access to these natural spaces that will be planned and monitored to minimize negative impacts to habitat.

#### **b. Rarity of Resources or habitats protected:**

This property had been one of the Land Trust's highest protection priorities for decades due to its large size (216-acres), expanse of contiguous forest (164-acres), historic prairie site and healthy marine ecosystem. The diversity of the Preserve provides significant conservation values including climate resilience, air and water quality protection, fish and wildlife habitat and habitat connections.

The Keystone Preserve encompasses a critical nearshore salmon migration corridor along Admiralty Bay for Puget Sound salmon including endangered Chinook and threatened Hood Canal Summer Chum, and ESA steelhead species. The western shoreline of Whidbey Island hosts large numbers of salmon moving to and from large rivers. The Preserve also contains Essential Fish Habitat for coastal pelagic species and groundfish and is considered Habitat of Critical Concern by NOAA. The eelgrass beds provide excellent habitat for forage fish. The Preserve's coastline and feeder bluffs provide habitat for migratory and coastal birds including pigeon guillemot, which have an observed nesting site on the shoreline, and for federally threatened Marbled murrelets which are observed on marine waters near the site in between documented foraging areas.

## **2. Working farm & agricultural**

### **a. Agricultural soils quality and condition.**

There are six soil types on the Preserve. Mitchellbay gravelly sandy loam covers 146 acres and is the primary soil type which corresponds to the forested areas. Sholander cool-Spieden complex runs along the stream corridor and surrounding 33 acres. Small portions adding up to 14 acres of the eastern boundary forest are Elwha-Zylstra-Morancreek cool complex soil. Located near the top of the feeder bluff is 17 acres of Coupeville loam, which is a prairie soil and location of future prairie restoration work. Two soil types, Aquic Dystroxerepts-Oxyaquic Xerorthents complex and Beaches-Endoaquents association, compose portions of the feeder bluff and shoreline.

**b. Resource suitability for current and long-term production, existing and future agricultural income.**

There are approximately 51 acres of working farmland on the Preserve that are well suited for long-term agricultural production and management. There is a large barn and associated agricultural improvements, including fencing and irrigation pipes. Historically, cattle were raised on the property. Since the Land Trust acquired the Preserve, hay harvests have continued to maintain the fields in production and prevent invasive weeds, while a long-term farm plan is being developed. The Land Trust will be restoring approximately 16 acres of these farm fields to native blufftop vegetation and riparian corridor. On the remaining 35 acres of fields, the Land Trust is partnering with the Organic Farm School (OFS) on Whidbey Island for the introduction of climate-resilient, sustainable organic agricultural practices, which is currently in the planning phase. These practices will build the health of the soil, increase carbon sequestration capacity, encourage local food security and a healthy local food system and complement the surrounding ecological restoration work. All of this will serve simultaneously to train new farmers in sustainable agricultural practices. In addition, the production of biochar (from logging slash leftover from prior timber harvests) is being explored for use as a soil amendment on the farm and forest to increase soil health, moisture and enhance carbon sequestration. The OFS will provide onsite education and tours about regenerative practices.

**c. Site significance of agricultural resources locally, regionally, or statewide**

The Keystone Preserve is located on the Indigenous lands of Coast Salish Peoples including the Lower Skagit, Swinomish, S'Klallam, Tulalip, Suquamish, Stillaguamish and Snohomish Tribes. The Coast Salish have lived on the Island since time immemorial, providing for their communities by fishing, hunting and collecting native plants on this bountiful island. The planned restoration and regenerative agricultural practices will highlight the Indigenous heritage of the land. The Land Trust is in active discussions with Coast Salish tribes regarding future management and restoration of tribally important elements of the Preserve, and will collaborate to allow cultural use of the Preserve as well as the installation of interpretive signs and hosting of educational opportunities to learn about and from the Coast Salish Peoples.



The Land Trust is currently leasing approximately 51 acres of farmland at the Preserve to the OFS. It is one of the oldest farms on Whidbey Island, and the site has proven agricultural viability, having been farmed since the 1860's. In the first two seasons of ownership by the Land Trust, the farm was hayed by a local farmer in exchange for the time and labor involved. In the future, OFS will continue haying the site and is developing a more detailed plan for introducing agricultural uses such as the production of high-quality forage, cover crop seed, grains, and annual vegetables among other potential uses.

## **B. APPROPRIATE PUBLIC USE AND ENJOYMENT.**

The Keystone Preserve will be a conservation hub that meaningfully engages the public in coastal conservation by serving as a center for innovative conservation, stewardship, forestry, and climate resilience practices. The Land Trust is pursuing numerous partnerships with local organizations to achieve this, all of whom are excited about this opportunity to meaningfully engage the public in coastal conservation. Several schools and local environmental organizations have approached the Land Trust asking permission for field trips. The Land Trust has also held forestry, birding and botany field trips on the Property.

Ample public engagement opportunities will be provided for research, education, demonstration areas for conservation and climate resilience, tours, recreational trails and other uses. The Preserve is intended to offer the Island and larger community a prime outdoor location for collaborative land stewardship, learning and local food production. Schools will be able to use the Property for their outdoor education curriculum and educational institutions will have the opportunity to use the site for learning and research opportunities. The Land Trust has proactively built, and will continue to build, partnerships with other community organizations.

Regenerative tourism opportunities abound on the Preserve, including conservation-based tourism, agri-tourism, and low-impact nature-based recreation and education. These experiences will leave visitors with a deeper understanding of the history of this place and how the often-unassociated practices of conservation and regenerative agriculture can be used in a complimentary way on the land. This, in turn, will foster a powerful sense of community values, and instill a stewardship ethic and desire to give back to this space.

Trails will be developed on the Keystone Preserve, allowing access for people to experience its unique mix of natural and working landscapes. Trails will be developed by using old forest roads and creating new trail corridors. There are currently no access points or trails that meet the legally defined standards needed to allow mobility impaired individuals access to Keystone Preserve. To further enhance the accessibility of the Preserve, the Land Trust intends to build two ADA trails that meet the current trail specifications for ADA accessibility standards. All

other trails on the property will be planned in accordance with the concept of universal design, creating trails that can be used by most people, to the greatest extent possible.

Public access will be limited to compatible, low-impact recreational uses to minimize potential impact to the sensitive fish and wildlife habitat. The Land Trust will monitor the Preserve to ensure appropriate use rules are being followed and that wildlife habitat is not degraded.

The proposed Accessible Trail and Educational Pavilion Easement will expand potential accessible recreation opportunities to the communities of Island County. With a potential 0.7-mile ADA accessible loop trail through the forest and the creation of an educational pavilion and accompanying ADA accessible path, the public would have expanded access to the beautiful viewpoints, forest, and educational opportunities that make the Keystone Preserve so spectacular.

## **C. PLAN CONSISTENCY AND PARTNERSHIPS**

### **1. Consistency with Local Plans:**

The following are excerpts from the Island County that are consistent with the entirety of the Keystone Preserve project:

#### **Comprehensive Plan Element 1 - Natural Resources:**

Goal 1. Safeguard the natural environment as an integrated system where the land, water, and air resources interact creating a balanced environment for all life on the islands.

Goal 2: Preserve a high level of air quality.

Goal 3. Protect wetlands from a net loss in functions.

Goal 4. Protect Fish and Wildlife Habitat Conservation Areas.

Goal 7. Manage and protect ground water and provide for resource protection through a common goal of non-degradation for existing and future residents of Island County.

Goal 8. Protect aquifer recharge areas from contamination and insure long-term recharge potential.

Goal 10. Conserve a variety of natural lands, in both public and private ownership, for the enjoyment and economic benefit of current and future residents of Island County.

Goal 11. Prioritize the protection of natural lands that coincide with other valuable resources, including ecological, historical, agricultural, recreational, and cultural lands.

Goal 12. Protect natural, scenic, cultural, and historic lands as community assets.

Goal 13: Continue to promote active public involvement in the conservation or protection of important natural lands.

Goal 14: Continue an open dialogue between Island County, incorporated jurisdictions, special purpose districts, non-profits, and other interested individuals and organizations working toward the conservation or protection of natural lands.

### **Comprehensive Plan Element 3 – Shoreline Management:**

Goal B. Increase and enhance a variety of safe and well-maintained recreation opportunities and public access to publicly owned shorelines and tidelands of Island County consistent with the natural shoreline character, public safety, individual privacy, and property rights.

Goal D. Provide functional and attractive shoreline uses that are appropriate in scale, configuration, and location, and are sensitive to and do not degrade habitat and shoreline ecological processes.

Goal E. Protect, preserve, and restore historical, cultural, educational, and scientific sites within the shorelines of Island County.

Goal F. Ensure preservation and continued utilization of Island County's unique, fragile, and scenic shoreline areas and preserve their ecological features and functions.

Goal G. Re-establish, rehabilitate, and otherwise improve impaired shoreline ecological functions and processes through voluntary and incentive-based public and private programs and actions that are consistent with the Island County restoration plan and other approved restoration plans.

### **Comprehensive Plan Element 7 – Parks and Recreation:**

Goal 1. Provide a quality, diverse and, sustainable system of park land that effectively balances recreation and habitat conservation needs.

Goal 2. Provide low-impact/passive outdoor recreation opportunities throughout the County.

Goal 3. Increase public access to the County's beaches and shoreline areas, creating recreation opportunities that respect the ecological integrity of the shoreline ecosystem.

Goal 4. Acquire lands that conserve priority habitat and natural resources, preserve open space, improve beach access, maintain island character, and improve and expand passive outdoor recreational opportunities for public enjoyment.

Goal 8. Foster partnerships and county-wide collaboration among park and habitat providers to improve the provision of habitat conservation and recreation services.

Goal 9: Engage Island County residents in the planning and stewardship of parks, trails, and conservation areas, and provide effective communication to improve awareness and support of County services.

Additionally, the proposed Accessible Trail and Educational Pavilion Easement meets the priorities laid out under 7.4.4.1.2: Beach Access, 7.4.4.2: Trail Access and Needs, and 7.4.1.1.1: Identified as a Whidbey Camano Land Trust Priority Habitat.

## **2. Documented Project Support**

The Keystone Preserve project has documented support from:

- Garry Oak Society
- National Fish and Wildlife Foundation
- Organic Farm School
- Sound Water Stewards
- United States Fish and Wildlife Service
- United States Department of Navy
- Washington State Department of Commerce
- Washington State Department of Natural Resources
- Washington State Recreation and Conservation Office
- Whidbey Audubon Society
- Whidbey Conservation District

Additionally, the Land Trust has conducted extensive stakeholder consultation, including with the Island County Critical Areas Planner, Island County Assistant Planning Director, and Island County Public Works Coordinator. The Land Trust also held focus groups with neighbors, public use groups, educators, and natural resource specialists. All groups had positive feedback about proposed projects on the Keystone Preserve.

## **D. POTENTIAL FOR LOSS.**

### **1. Immediacy and magnitude of potential loss of areas identified as having long-term rural significance or land suitable for conservation:**

The Land Trust and Island County have an unparalleled opportunity to make the Keystone Preserve accessible to as many community members as possible. While the Keystone Preserve has already been acquired, the Land Trust does not have the funding to build an ADA accessible

trail or an educational pavilion. The County's acquisition of the Accessible Trail and Educational Pavilion Easement would provide both the County and Land Trust with the opportunity to partner on a project that increases the accessibility of outdoor recreation.

**2. Immediacy of acquisition timing: opportunity with landowner and leveraged funding:**

The timing of this CFF funding cycle is critical to the acquisition of the Accessible Trail and Educational Pavilion Easement. The Land Trust has secured funding for all other aspects of the Keystone Preserve, including the building of the parking lot and driveway, and shoreline and stream restoration. The projected timeline and completion of these projects means that the Keystone Preserve could be open to the public as early as 2025, which provides a narrow window for the creation of the proposed ADA trail and educational pavilion. The goal is to begin construction on the ADA trail in late 2025 or early 2026, making this CFF grant cycle a timely opportunity for the County to acquire an Accessible Trail and Educational Pavilion Easement on Keystone Preserve.

**E. ASSESSMENT OF STEWARDSHIP VIABILITY.**

**1. Stewardship needs are identified and adequately addressed with an appropriate management plan or application includes funding request for management plan:**

The Land Trust is currently in the process of preparing a management plan for the Keystone Preserve. The ADA trail and educational pavilion are referenced in that document. Completion of the management plan is scheduled for May 2024.

**2. Potential risks and liabilities to protect long-term conservation values and resources are identified and adequately addressed:**

Risks which may affect the long-term conservation values of the Accessible Trail and Educational Pavilion Easement predominantly include the spread of invasive species and inadvertent impacts from the public through use of the future trail system. Both issues will be effectively dealt with given the Land Trust's proactive stewardship program and robust volunteer site steward program.

**3. Identifies long-term costs of maintenance and capital improvements (if any) and are adequately addressed:**

As noted above, spread of invasive species and impacts from future trail users will require some limited near-term work, as well as ongoing management. There will be additional costs associated with trail and trailhead construction and maintenance, however, much of the trail work will be done by volunteers. The Land Trust has a seven member stewardship staff, a large cadre of volunteers (with their favorite activity, by far, being building trails), equipment, and the ability to control invasive species, install the trail infrastructure, and provide ongoing management.

## **F. FINANCIAL STRATEGIES.**

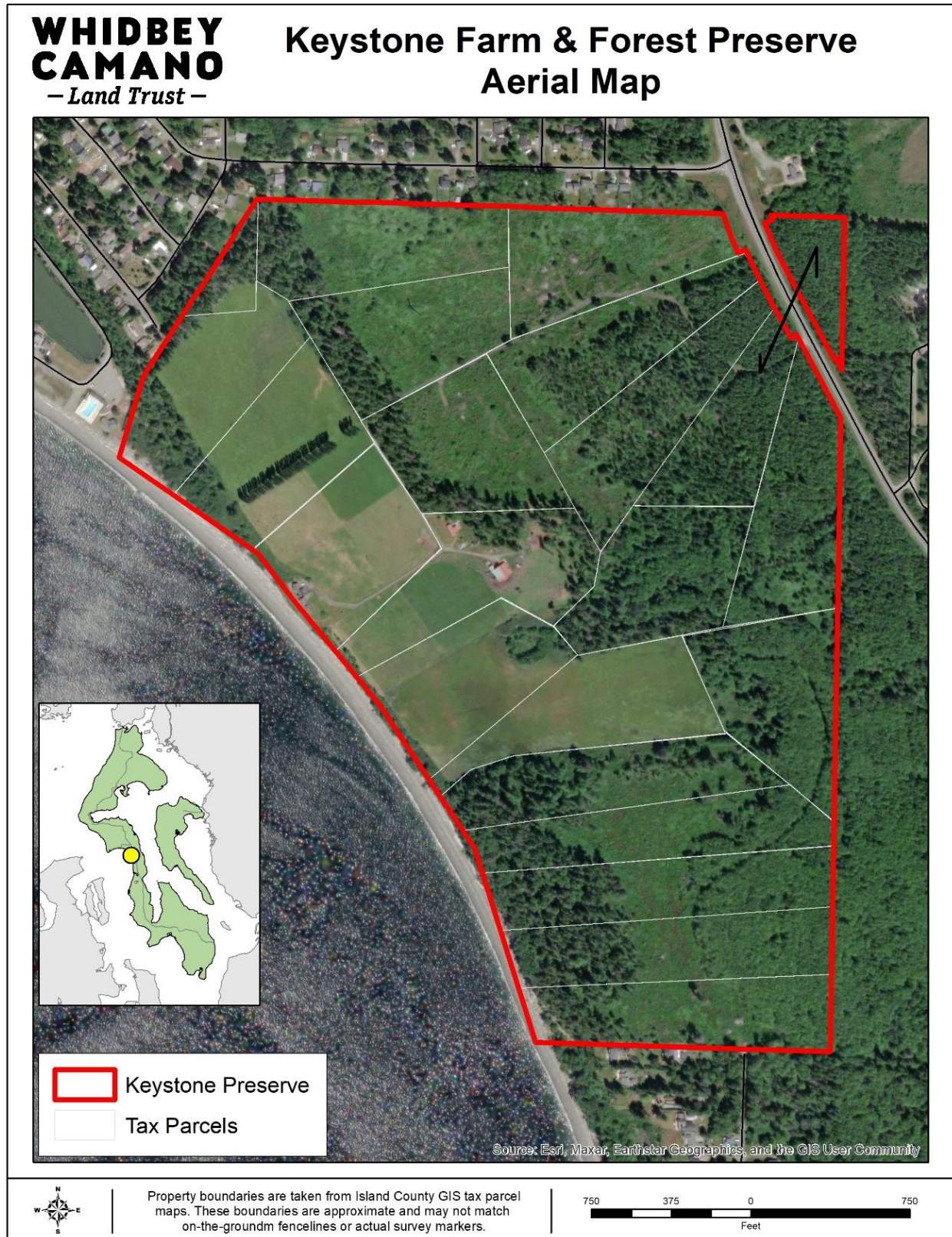
### **1. Acquisition cost efficiencies and financial strategy (including matching contributions) to leverage use of funds:**

If approved, the \$10,000 from CFF will secure a trail easement that will allow Island County to build an Accessible Trail and Educational Pavilion Easement on the Keystone Preserve. The Land Trust fully intends to build this ADA Trail and Pavilion, and this proposal opens the opportunity to access CFF M&O funds for this purpose. However, as a backup, the trail easement will give the County the ability to create such a trail if the Land Trust is unable. This proposal builds on more than a \$9 million investment from state and federal agencies, as well Land Trust funds, for the permanent protection of the Preserve, restoration activities and creation of infrastructure to support public use to enhance this remarkable community asset.

### **2. Strategy for managing future costs, liability and risk issues (for example, acquisition of minimum controlling interest):**

The Land Trust has seven stewardship staff members who will complete the majority of the on-site management tasks associated with owning the Preserve and managing the Accessible Trail and Educational Pavilion easement. Additional help will be received from volunteer site stewards as well as other volunteers who regularly assist the Land Trust with stewardship activities. The Land Trust also has extensive insurance coverage, legal defense funds and healthy stewardship reserves.

Exhibit A: Aerial Map





## Exhibit A: Context Map

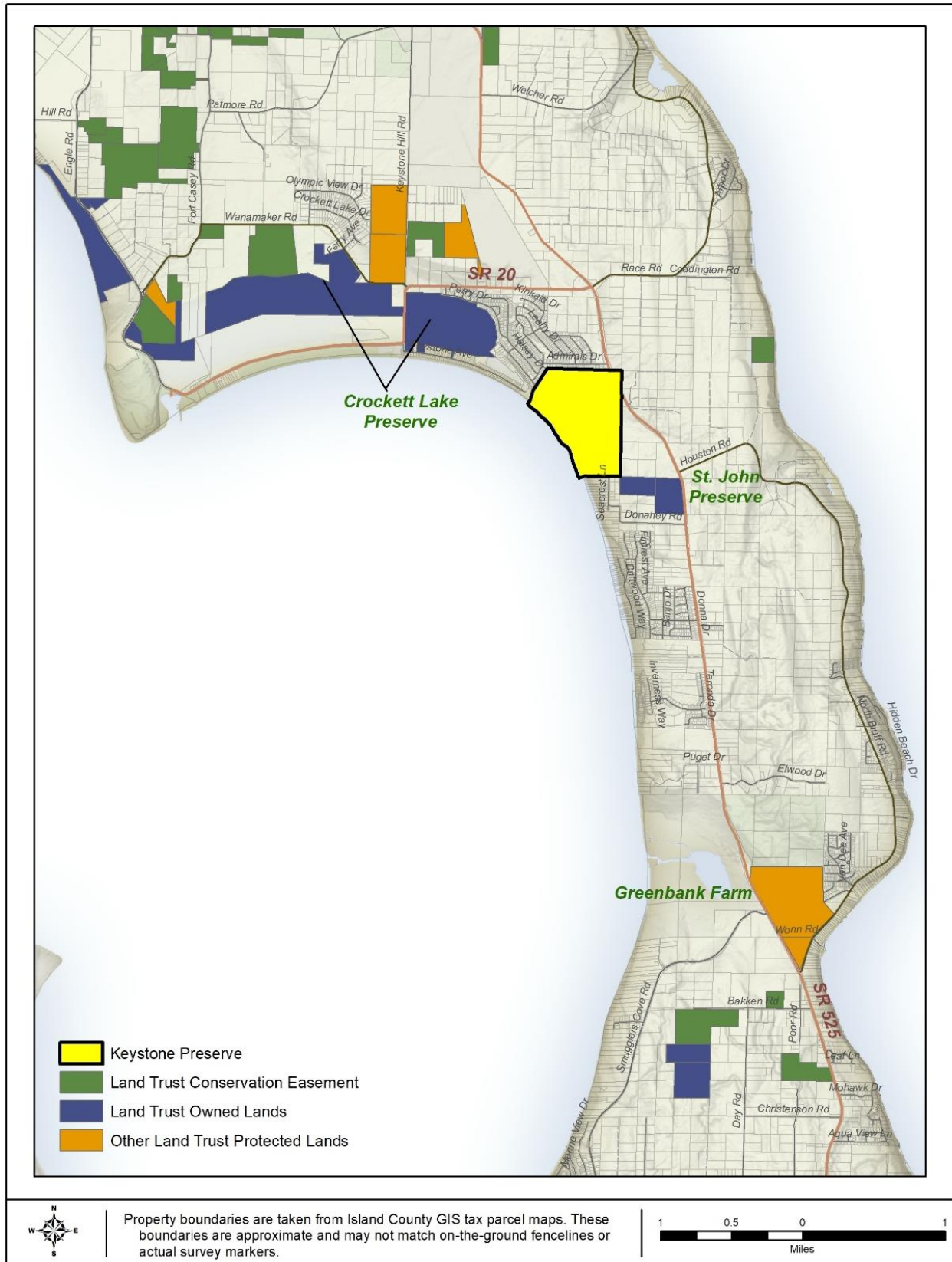
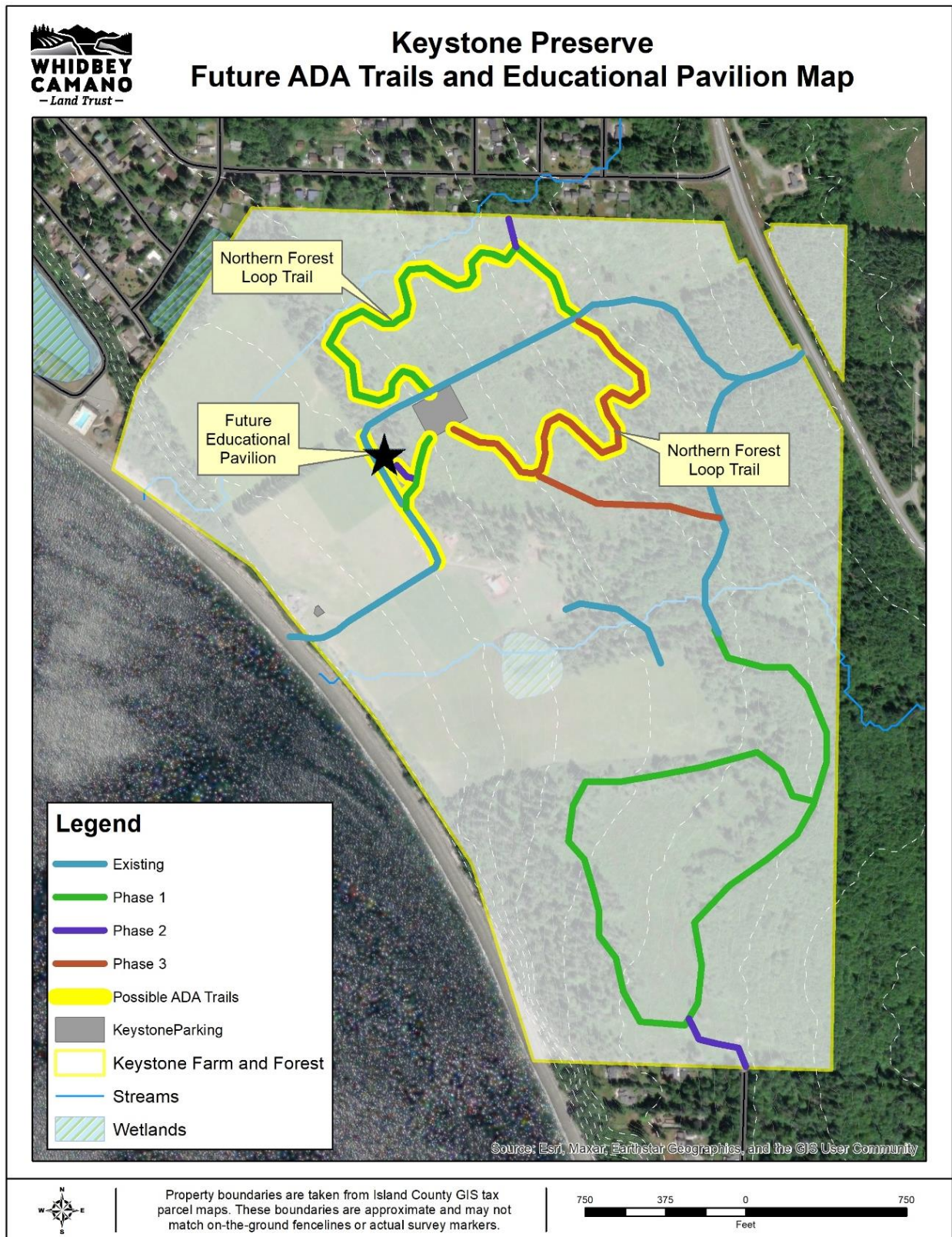


Exhibit B: Keystone Preserve Future ADA Trails and Educational Pavilion Map





# **Conservation Futures Fund Program Update**

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2024 Project Applications

# Conservation Futures Fund

## Purpose

To preserve, protect, maintain, improve, restore, and limit the future use of lands of public conservation importance through a variety of means, except eminent domain.

These lands include shorelines, wildlife habitat, wetlands, farm, agricultural and forest lands that are under pressure from increasing urban development.

ICC 3.22.010 – ICC 3.22.060

Island County Resolution C-03-18

RCW 84.34.020

RCW 84.34.210

RCW 84.34.220



# Conservation Futures Fund

## Current Award Cycle

- January 15<sup>th</sup> – Application cycle opened
- February 28<sup>th</sup> – Applications due
- March – Site visits and departmental reviews
- **March – Preliminary update to BOCC\***
- April – Public meeting with applicant presentations
- April 30<sup>th</sup> – Citizens' Advisory Board recommendations due

# Evaluation Criteria

Citizen Advisory Board (CAB)	Technical Review
Conservation Values and Resources	Habitat (Evaluated by ICDNR)
Appropriate Public Use and Enjoyment	Water Resources (Evaluated by ICDNR)
Plan Consistency and Partnerships	Capacity Analysis (Evaluated by IC Planning and Community Development)
Potential for Loss	
Assessment of Stewardship Viability	
Financial Strategies	

Note: CFF staff are currently revising these criteria for future cycles to include Equity and Climate Considerations, and to put more emphasis on requirement to align with existing planning efforts.

# Conservation Futures Fund

## 2024 Project Applications

- One Application Received
- Applicant: Whidbey Camano Land Trust
- Total Acres Nominated: N/A
- Estimated Total Value: \$10,000
- Intended Use: ADA Accessible Trail and Educational Pavilion Easement on the Keystone Preserve



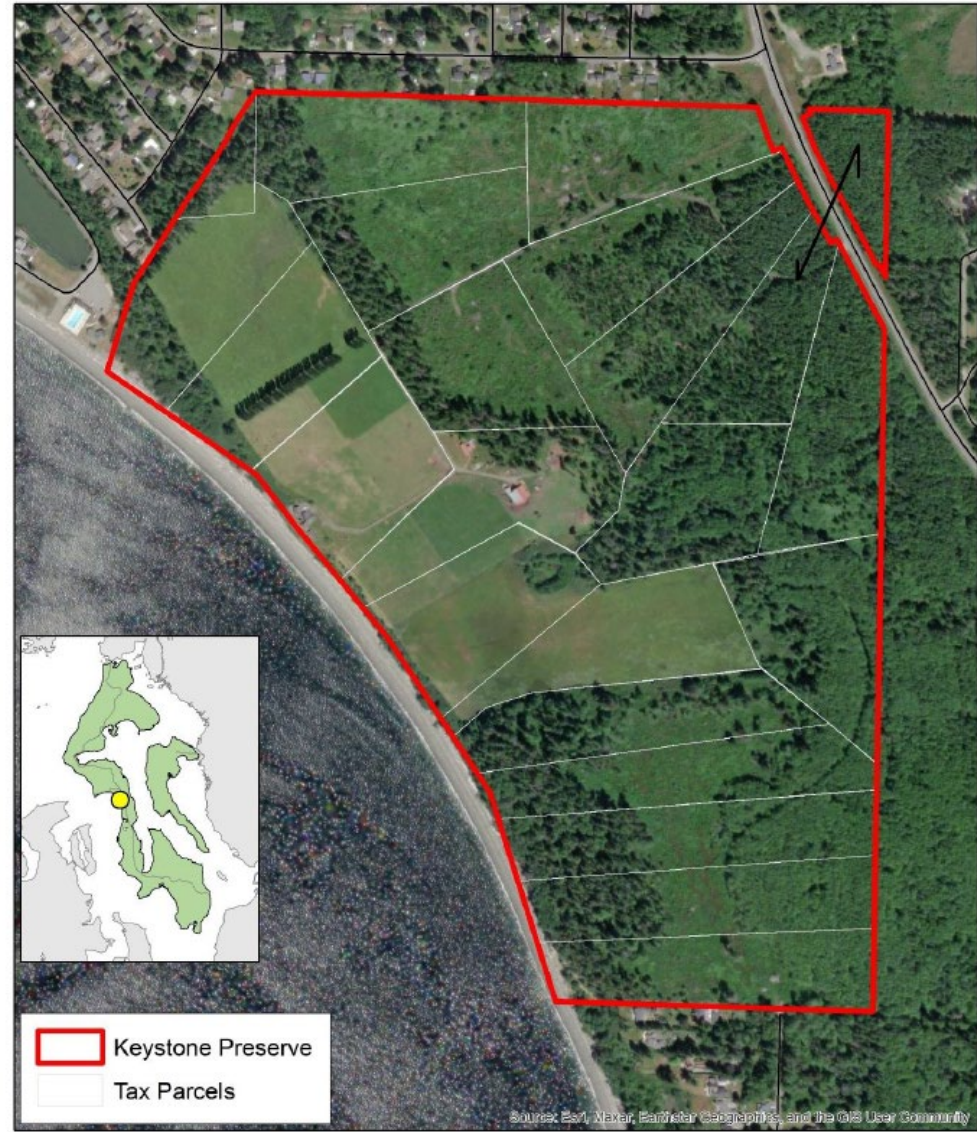
# Keystone ADA Trail Project

**Sponsor:**  
**Whidbey Camano Land Trust**

“The Keystone Preserve encompasses 216 acres, including 3,500 feet of intact feeder bluff shoreline and tidelands with kelp and eelgrass beds, as well as 50 acres of open fields, and over 160 acres of coastal forest. The Land Trust acquired the Preserve to protect and enhance its diverse, resilient habitats that benefit a variety of fish and wildlife, including federal and state listed species.”

**WHIDBEY  
CAMANO**  
— Land Trust —

Keystone Farm & Forest Preserve  
Aerial Map



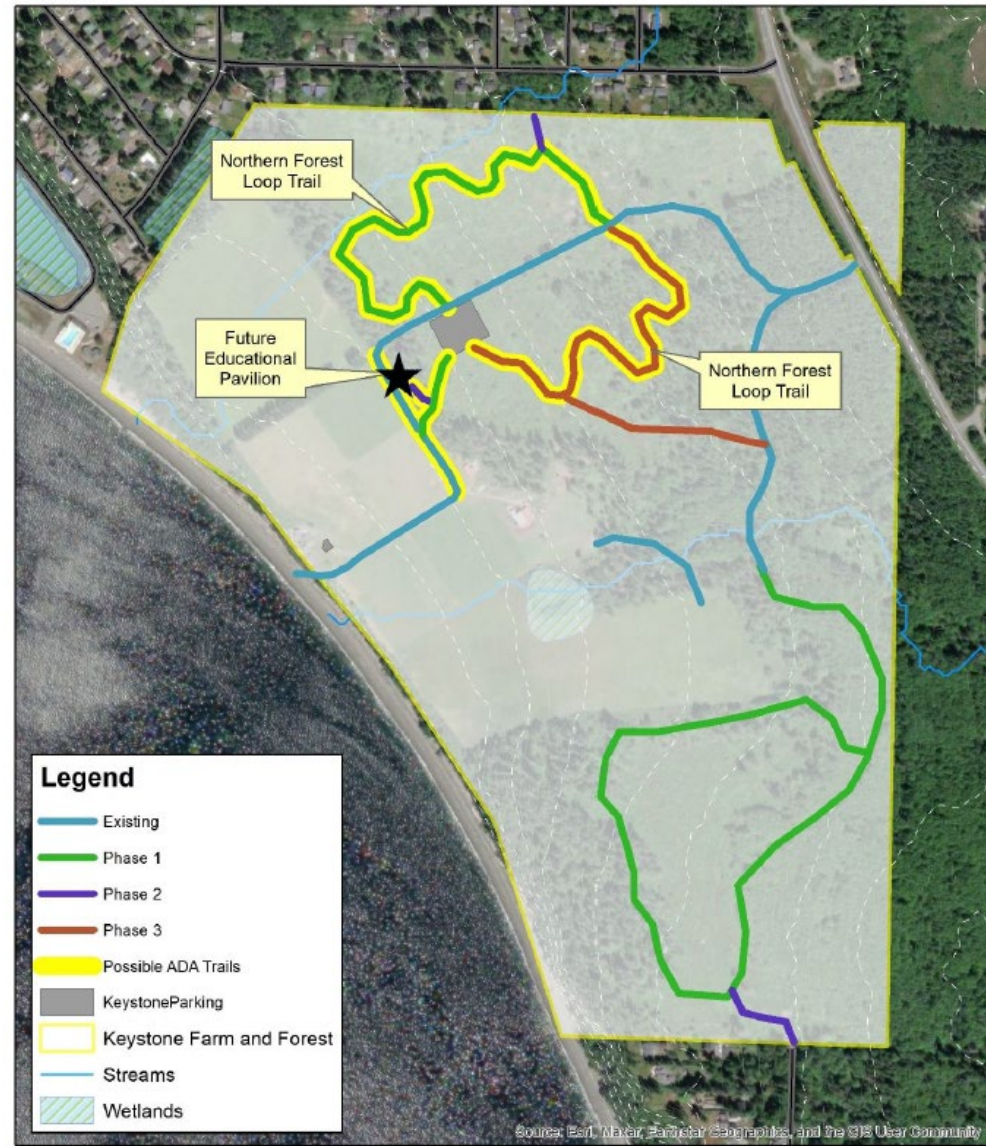
# Keystone ADA Trail Project

## Sponsor: Whidbey Camano Land Trust

- If approved, the \$10,000 will secure a trail easement to build an Accessible Trail and Educational Pavilion Easement on the Keystone Preserve.
- This easement opens the opportunity to access CFF M&O funds in the future
- The Land Trust fully intends to build this ADA Trail and Pavilion; however, WCLT will grant the easement to the County to ensure the trail is built



## Keystone Preserve Future ADA Trails and Educational Pavilion Map





# Keystone ADA Trail Project

**Sponsor: Whidbey Camano Land Trust**

The prospective ADA trail routes are currently being flagged in the field by stewardship staff based on the conceptual plan map. After the route and any construction obstacles are identified, a scope of work will be prepared to get bids from trail construction contractors in preparation for budget creation prior to the M&O grant request.

ADA standards will come from the US Forest Service Trail Accessibility Guidelines and the US Access Board Outdoor Developed Areas Accessibility Guidelines.



**ISLAND COUNTY PUBLIC WORKS**

**WORK SESSION AGENDA**

**MEETING DATE: 4/3/2024**

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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. 30 minutes**

**DIVISION: Parks**

**Agenda Item No.: 1**

**Subject: Purchase of New Exmark Lazer ZX 61" Mower for Parks**

**Description:** Exmark Turftracer 36" Mower belonging to Island County Parks Whidbey would be used as a Trade in for a New Exmark Lazer ZX 61". The Exmark Turftracer 36" 2021 (Serial Number TTS481CKA3630) is a small mower that was used when parks was doing the landscape maintenance for the county buildings. Since privatizing the county landscape maintenance, the Turftracer has become inadequate for our needs. The new mower will be purchased under state contract (contract ID 14203) the total purchase price with tax is \$16,362.42. The Turftracer has a trade in value of between \$3,500 to \$4,000 and would be \$12,362.42 to \$12,862.42, funding for the new mower will be from the 2024 budget.

**Attachment: Memorandum, Descriptions and Photos of Mowers for Purchase and Trade-In**

**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:** In process

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

*(continued on next page)*

**DIVISION: Solid Waste**

**Agenda Item No.: 2**

**Subject: Solid Waste Compactor Financing**

**Description:** Following approval of the purchase of a solid waste compactor for the Coupeville transfer station, and payment of a 35% down payment of \$700,000 for the purchase, a 5-year interfund loan from the Island County Road Fund to the Solid Waste Enterprise Fund is being requested for balance of payment.

**Attachment: Memorandum, Compactor Purchase Order, Specifications, Proposed Resolution Approving the Interfund Loan**

**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.: 3**

**Subject: Sierra Country Club, Inc PW2019-0110 Water Franchise Expansion**

**Description:** Sierra Country Club, Inc, a water distribution system, located in the Plats of Sierra Divisions 1-3, is requesting an extension to include a portion of West Beach Rd to a new well site on Parcel R03224-281-4520.

**Attachment: Memorandum, Application, Map**

**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

*Esco Bell, P.E., 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: E.Bell@islandcountywa.gov | www.islandcountywa.gov

### MEMORANDUM

April 3, 2024

TO: Board of Island County Commissioners

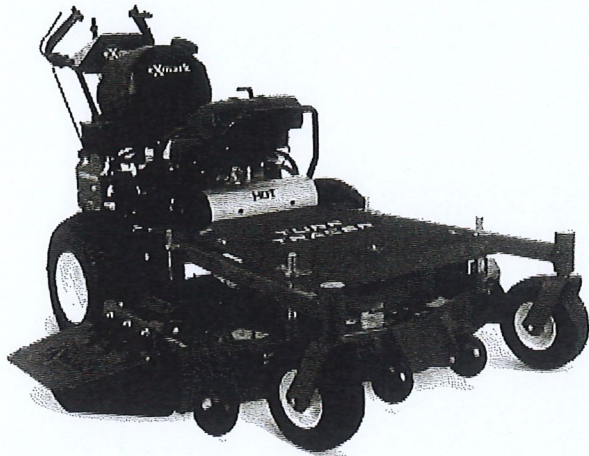
FROM: Jan vanMuyden Parks Superintendent

RE: Surplus of old mower and Purchase of new mower for Island County Parks

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Mower belonging to Island County Parks would be used as a Trade In for a new larger mower. The Exmark Turftracer serial number (is a small mower that was used when parks was doing the landscape maintenance for the county buildings. Since privatizing that landscape maintenance, the Turftracer has become inadequate for our needs.

The Trade in Value for this mower will help defray some the costs for the purchase of a new mower. A new Exmark Lazer ZX with State Contract is 16,362.42 the trade in value of the Exmark Turf Tracer is \$3,500 to \$4,000 and the total cost would be \$12,362.42 to \$12,862.42, funding for the new mower will be from the parks Budget for 2024



## Turf Tracer

Exmark Turf Tracer wide-area walk-behind mowers are an investment in the future. Choose between deck widths of 36, 48, 52, and 60-inch in your next self-propelled mower, knowing it is made with industrial-leading parts and accessories. The Turf Tracer is powered by either a Kohler or Kawasaki engine to keep you running all day, season after season. Reach ground speeds up to 6.75 mph and produce precision cutting with the UltraCut Series 3 and Series 4 deck designs and our patented Enhanced Control System (ECS) for operator comfort.

Want to view the rest of our lineup of self-propelled mowers? Check out our full lineup of

TRADE IN





## Lazer Z

The standard-setting, continually innovating and constantly evolving Exmark Lazer Z zero-turn mower is the go-to choice for landscape professionals across the country. As Exmark's premier commercial zero-turn mower, the Lazer Z is available in a wide range of models and sizes, all ready to tackle the toughest jobs you can throw at them. The Lazer Z lineup includes the Lazer Z E-Series, Lazer Z S-Series, Lazer Z X-Series, electric Lazer Z V-Series and Lazer Z Diesel models.

With available deck widths from 48-inches to an industry-leading 144-inches, the Lazer Z is customizable and comfortable. The ergonomic suspension seat system lets you work for hours without worrying about fatigue, and the floating cutting deck consistently delivers the Exmark Signature cut quality. With Exmark's unmatched zero-turn technology, every Lazer Z offers superior maneuverability, pinpoint control and uncompromising durability.

Purchase



# SURPLUS OF OLD MOWER AND PURCHASE OF NEW MOWER



EXMARK LAZER ZX

COST OF NEW MOWER	\$16,362.42
COST OF TRADE-IN	<u>-\$3,500</u>
FINAL COST	\$12,862.42

TRADE-IN VALUE APPROXIMATE  
FUNDING THROUGH THE 2024 PARKS BUDGET

March 25, 2024

**Island County Public Works***Fred Snoderly, Assistant Director*

1 NE 7th 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)**M E M O R A N D U M**

April 3, 2024

TO: Board of County Commissioners

FROM: Fred Snoderly, Assistant Public Works Director

RE: **Solid Waste Compactor Financing**

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Following approval of the purchase of a solid waste compactor for the Coupeville transfer station, and subsequent payment of a 35% down payment of \$700,000 for the purchase, a 5 year interfund loan from the Island County Road Fund to the Solid Waste Enterprise Fund is being requested for balance of payment.

The annual loan payment will be largely offset by transportation savings achieved through higher rates of compaction, resulting in more tons of solid waste being shipped per container and increased efficiencies. The current estimated shipping date of the new compactor is June 3, 2024 with 55% payment required prior to shipping.

Authorization to proceed with implementation of the interfund loan, not to exceed \$1.6M, is requested as per the attached resolution.

Thank you.



Island County

## PUBLIC WORKS

Department

PO Box 5000

Coupeville, WA 98239-5000

(360) 678-5111

## PURCHASE ORDER

**13342**

Please reference number on invoice

Order date

Contact Phone #

(503)682-3633

Ordered by

Fred Snoderly

Approved By

Requested for

Approved

Connie Bowers, Director

Janet St. Clair, BOICC Chair

Vendor Name **SSI Shredding Systems, Inc.**

Contact Person

Nathan Wilt

Address **9760 SW Freeman Drive**

City / State / Zip

Wilsonville, OR 97070

Phone **(503)682-3633**

Fax

Federal Tax ID #

93-0778858

This purchase order is for

☒ Goods

☐ General Services

☐ Professional Services

☐ Public Works Construction

Risk Manager Contract #

RM-PW-2023-382

PW-2023-122

Risk Manager Signature

Vendors & Quotes Per ICC 2.30A.020 & 2.30A.050

1) King County Coop. Purchasing Agreement

2)

3)

4)

5)

Remarks / Attachments

As per RCW 39.34, 'piggybacking' off King County Contract CPA6380498 executed 9/6/2023

Date Required \*

Place of Delivery

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

Quantity	Bars #	Job #	Item Number / Description	Unit Price	Amount
1			Model 2500SPH Compactor 35% down payment	\$ 700,000.00	\$ 700,000.00

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

Vendor Signature

Date

(VENDOR MUST RETURN SIGNED ORDER BEFORE GOODS ARE RENDERED)

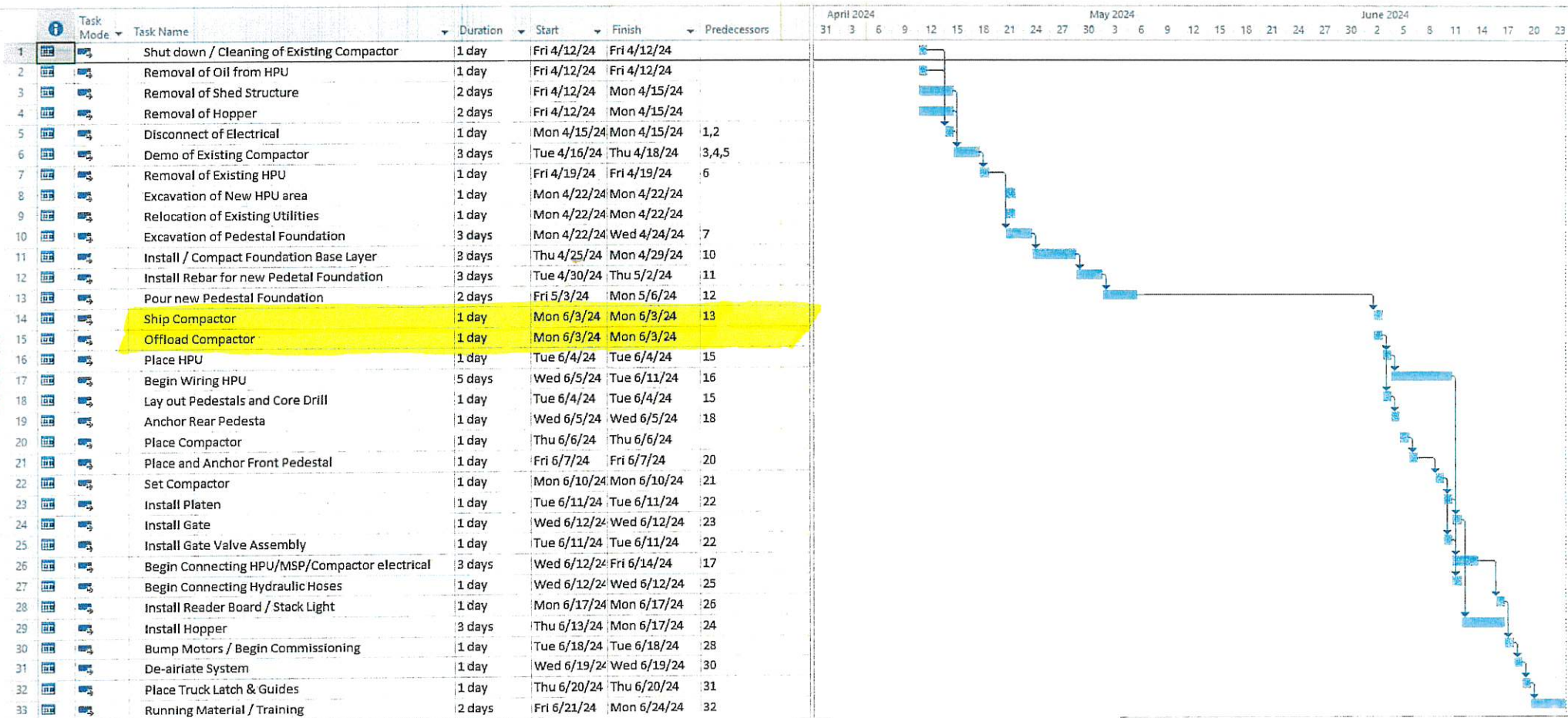
Subtotal	\$ 700,000.00
Freight	
Tax	
TOTAL	\$ 700,000.00



## PURCHASE ORDER STANDARD TERMS AND CONDITIONS

The purchase order contract includes the following terms and conditions and includes, but is not limited to the invitation to bid, request for quotations, specifications, plans and published rules and regulations of Island County Ordinances and the laws of the State of Washington, which are hereby incorporated by reference.

- 1) **CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the department purchasing the materials/services.
- 2) **DELIVERY:** For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain written approval thereto from the department purchasing the materials/services. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver as specified. The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
- 3) **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES:** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or receipt of invoiced items, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
- 4) **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, it will be up to the Vendor to make delivery to that location at no additional charge. Where specific authorization is granted to ship goods, FOB shipping point, Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier, and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
- 5) **REJECTIONS:** All goods, materials/services purchased herein are subject to approval by the Purchaser. Any rejection of goods, materials/services resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
- 6) **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
- 7) **INFRINGEMENTS:** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
- 8) **WARRANTIES:** Vendor warrants that articles and services under this order conform to specifications herein and are fit for the purpose for which such goods or services are ordinarily employed, except that if a particular purpose is stated, the material and/or service must then be fit for that particular purpose.
- 9) **TAXES:** Unless otherwise indicated, the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes and the Purchaser agrees to furnish Vendor, upon acceptance of articles or services supplied under this order, with an exemption certificate.
- 10) **LIENS, CLAIMS AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials and services ordered herein are free and clear of all liens, claims and encumbrances of any kind.
- 11) **RISK OF LOSS:** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
- 12) **SAVE HARMLESS:** Vendor shall protect, defend, and indemnify, and save the Purchaser harmless from and against any damage, cost, or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents, or subcontractors, howsoever caused. When applicable, and upon request by Purchaser, Vendor will provide certificate(s) of insurance.
- 13) **PRICES:** If the price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
- 14) **TERMINATION:** In the event of breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
- 15) **NONDISCRIMINATION AND AFFIRMATIVE ACTION:** The Vendor agrees not to discriminate any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap, honorably discharged veteran or military status or the use of a trained dog guide or service animal by a person with a disability, with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of the clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the County unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely. Vendor must comply with the Americans with Disabilities Act of 1990.
- 16) **DEFAULT:** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, the Vendor shall pay to the Purchaser all costs, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Island County.
- 17) **BRANDS:** When a special brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature, when available. Any bid containing a brand which is not equal quality, performance or use specified must be represented as an alternate and not as an equal, and failure to do shall be sufficient reason to disregard the bid.
- 18) **ACCEPTANCE: THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE OBJECTED TO AND HEREBY REJECTED, UNLESS OTHERWISE PROVIDED IN WRITING BY THE DEPARTMENT THAT IS PURCHASING THE MATERIALS/SERVICES.**
- 19) **HANDLING:** No charges will be allowed for handling which includes, but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein. (optional)



## Island County Proposal for SSI Model 2500 SPH Compactor

SSI Pre-Load Compactor with High Compaction Cylinder

### WHAT NEEDS COMPACTING?

**Application:** This compactor is designed for the continuous processing of solid waste and loading into trailers or intermodal containers to customer defined weights and densities.

### SYSTEM DESCRIPTION:

**Compactor:** SSI Model 2500 SPH, including:

Compactor Features:

- Production Rate of 75 tons per hour average\*
- 261 Ton compaction force
- Specially designed single stage, 16" (406mm) diameter hydraulic cylinder
- User-definable program to automate bale creation
- Self-calibrating electronic scale system with load cells ( $\pm 1\%$  accuracy)

Compactor Hardware:

- Double bale system, 7' (2.1m) x 7' (2.1m) x 17' (5.2m) compaction chamber
- 16 yd<sup>3</sup> (12.2 m<sup>3</sup>) capacity charge hopper
- Optional slab mounted pedestal design to ease installation
- Trailer/Container latch with wheel guides and stop

Compactor Hydraulic Power Unit:

- 200HP (149kW) Total; Dual 100HP (75kW) Drive Motors (TEFC)
- SSI designed and built with skid type base and heavy-duty heat exchanger
- Motor starter panel (NEMA 4), pre-wired and mounted on the hydraulic power unit

\*Nominal production rates and payload weight based on a hopper charge time of 30 seconds and feed materials of 350 lbs/yd<sup>3</sup>

**Controls:** Full Electrical Controls at 460V, 575V/60Hz or 415V, 380V/50Hz are included

Control Features:

- Local operator control panel with 12" touch screen
- SSI automated constant density program and operator interface
- 6" LED digital display (reader board) for tipping floor
- Remote operation via Hetronic Remote Control
- Secure Modem for on-line troubleshooting/updates

Panel Design Standards:

- Programmable Controller
- UL-508 / CUL standards (listing additional, if required)
- Touch Screen Operator Interface
- NEMA 4 (IP66) Rated Enclosure(s)
- 24VDC Control System (other options available)
- 10% extra I/O space allowance

Control Notes:

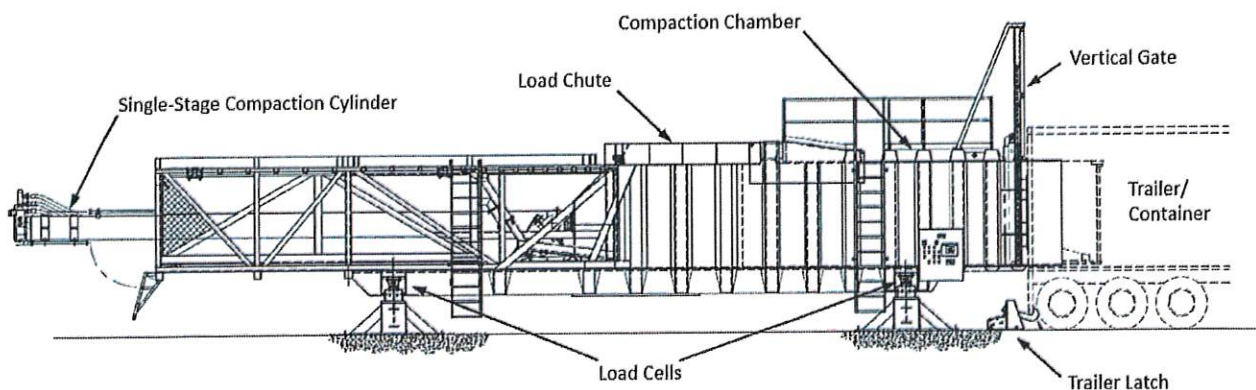
- Integrated auxiliary device starters and control packages available at additional cost



## SERVICES:

Assembled and tested prior to shipment  
Documentation: 2 Sets of Operations & Maintenance Manuals  
On-site technical assistance at start-up, and O&M training  
SSI Standard Limited Warranty (copy available upon request)  
24-Hour Technical Support (toll-free in the USA)

## DESIGN FEATURES & BENEFITS:



SSI Designed Single Stage Compaction Cylinder  
Specifically designed for use in Compactor  
Ability to completely rebuild in-place  
Highly reliable due to simplicity of design and redundant bearings

Trailer Latch set up to customer's specifications

6' (1.8m) x 9' (2.7m) Load Chute able to set up for top-loading or loading via conveyor

Load Cells provide repeatable instantaneous feedback of current load weight

## BASIC SPECIFICATIONS:

Estimated System Weight:	156,600 lbs (71,032 kg)
Basic Footprint of System:	72' (21.95m) L x 9' (2.74m) W x 13' (3.96m) T*

\*Note: Height may change based on application and equipment configuration



## OPTIONAL EQUIPMENT

**Option, Hardox Abrasion Resistant Plate Wall Liners** –SSI Compaction Systems introduced wall liners in 2003, and since then it has been included as an option in all domestic compactors. In the units installed with wear liners, wall wear has been kept to a minimum. These wall liners (and standard floor liners) keep the chamber walls and floor structure intact, therefore increasing the effective life of the compactor far beyond 20 years by providing a highly abrasion resistant replaceable plate that is independent of the structural support of the compactor.

**Option, Variable Frequency Drives (VFD's)**– Over the past several years, energy saving variable frequency drives have become a very common option. The energy savings is significant, as proven by an independent study by Seattle Public Utilities (available upon request) on VFD's installed on a new SSI 4500 SPH compactor compared to an existing SSI 4500 SPH compactor without VFD drives. The study showed compactor power savings of 40-50% by utilizing the VFD's. This savings is due to the main drive motors being reduced to zero RPM when hydraulic pressure isn't required to move cylinders, which is generally over 50% of the time.

**Option, Comprehensive Spares and Toolkit**– The unit would ship with common wear and consumable parts that are typically needed in the first 1-2 years. These would include:

- 2 complete filter sets (typically these are needed every 3 months)
- 1 complete set of bearings for the Platen and Carriage (typically needed after 1-2 years)
- 1 set of gate wear strips for the lower track (typically needed after 1-2 years)
- 1 rear hopper scraper (typically needed after ~2 years)
- A lockable toolbox toolkit including all specialty and standard tools needed for working on the compactor. Along with standard hand tools, the kit includes cylinder rebuild jigs, rigging and porta-power jacks (10 and 75 ton), grinders and welding equipment (no welder, but hoods, regulators, cutting torch tips, etc), and a set of cordless equipment – battery powered grease gun, ½" and ¾" impacts, and drill. Please note that this is a larger contractor box, so space will need to be allocated to it and a way to secure it once onsite.

## OPTIONAL INSTALLATION SUPPORT

**Optional Installation support will include the following:**

- Removal and disposal of oil from the existing Harris TP150
- Removal of the existing Harris TP150 and HPU from the compactor bay and placement on the site
  - Customer will need to provide dunnage if they want the compactor placed on something
- Once site pre-work is complete, remobilize with rigging and technician crew
- Offloading of new 2500 SPH compactor at site and positioning for installation
- Installation of anchors and pedestals
- Setting compactor on the pedestals and connecting all mechanical connections (hoses/etc)
- Working with customer supplied electrician to install electrical and signal cables
- Commissioning and Startup with training (must occur on same mobilization as the installation – electrical will need to be completed during this time)
- Total of up to 14 continuous calendar days onsite for installation/commissioning/training phase of project
- Initial Oil Fill

**Installation support will NOT include the following:**

- Removal for reuse of the existing Hopper on the Harris TP150 – this will have to be removed prior to start of work
- Removal of shed structure to the side of the compactor
- Electrical wiring of the Compactor and components
- Foundation and site work to prepare site for compactor installation



## 2500SPH COMPACTOR PHOTOS:



Hydraulic power unit (HPU)



Ejected bale in trailer



2500 SPH Front



2500 SPH Rear

**Note:** Installation photos may include optional features & equipment that are not included on this quotation. Please contact SSI with any questions you may have.



## PRICING – PRICES ARE QUOTED IN US DOLLARS (USD) AND EQUIPMENT IS EX-FACTORY

**Model 2500SPH Compactor Systems with Transportation as described:**

**\$1,508,777.00**

**Available Options:** (consult SSI for recommendations)

<input type="checkbox"/> Hardox Abrasion Resistant Wall Liners - Greatly increases life of chamber	\$39,200.00
<input type="checkbox"/> Energy Saving ABB Variable Frequency Drives - Up to 40-50% power savings	\$58,512.00
<input type="checkbox"/> Comprehensive installation support	\$287,919.00
<input type="checkbox"/> Optional Spares and all Toolkit with all standard and specialty tools/fixtures	\$46,320.00

**TOTAL PRICE as optioned above: \$1,940,728.00**

**Note:** Please check all options that you would like to purchase. Any un-checked options will not be included this purchase agreement.

**Terms:** 35% deposit, 55% prior to shipment (PPS), 10% net 30 days from shipment; SSI STANDARD TERMS OF SALE APPLY.

**Shipment:** Build to order equipment is typically 24-28 weeks after approved drawings and receipt of deposit. Drawings & Customer Acceptance Package can take 2-3 weeks from SSI's receipt of your purchase order. Compactor production can be impacted by other systems currently in the production que, contact SSI Sales at the time of order for lead time and production slot.

**Exclusions:** Taxes, permits, licenses, freight, import duties or tariffs, drayage, dock fees, offloading, installation, site assembly, foundation, foundation design, power supply, interconnecting wiring & conduit, hoses, piping and fluids (unless otherwise noted).

**Date:** Pricing is valid for 45 days after original date of issuance – 9/19/23

Doc: 2500SPH Quote

**THIS PROPOSAL IS ACCEPTED IN ACCORDANCE WITH SSI'S STANDARD TERMS OF SALE AND SSI SHREDDING SYSTEMS, INC.'S LIMITED WARRANTY, BOTH ATTACHED HERETO.**

**Accepted by:**

**Signature:** X Fred R. Snodgrass **Company:** Island County WA Pu

**Name & Title:** ASSISTANT DIRECTOR PUBLIC WORKS **Date:** 10/20/2023

**SIGNATURE:** \_\_\_\_\_ **COMPANY:** SSI SHREDDING SYSTEMS, INC.

**NAME & TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



## LIMITED WARRANTY

**WHO IS COVERED.** This Warranty applies only to the entity who first bought the Equipment from SSI Shredding Systems, Inc. (SSI) or its authorized agents.

**WHAT IS COVERED.** This Warranty covers only Equipment both manufactured and supplied by SSI or its authorized agents. It does not cover consumable items such as fluids, filters, seals, wear strips, bearings, knives, or wiper blades.

SSI warrants that at the time of shipment, the Equipment is free from all defects in design, materials, and workmanship and that it will perform in accordance with the specifications or performance standards, if any, agreed to between the parties in writing.

**HOW LONG IS THE COVERAGE PERIOD.** This Warranty is for a period of twelve (12) months from the date of installation of the Equipment and commencement of initial testing, or fourteen (14) months from the date of SSI notification of readiness to ship equipment, whichever occurs first.

Hydraulic Compaction Cylinder (C-Ram) has an additional twelve (12) months of warranty from the date of installation, for a total of twenty-four (24) months from the date of installation.

Repairs to or replacement of Equipment under this Warranty will not extend the term of the Warranty.

**WHAT SSI WILL DO.** SSI will correct any Equipment that is defective or that does not perform substantially in accordance with its documentation or agreed specifications. If SSI is unable to correct such Equipment, SSI will, at its sole and exclusive option, either replace the Equipment (with new, updated, or factory-rebuilt equipment) or, upon return of the used Equipment, refund the purchase price less reasonable depreciation and freight.

These are your sole and exclusive remedies for any breach of warranty.

**WHAT SSI WILL NOT DO.** SSI does not warrant that operation of the Equipment will be uninterrupted or maintenance free. Unless specifically agreed to in writing, SSI does not warrant particle size, throughput rates or capacities of Equipment.

At the option of SSI, this Warranty will become null and void if any of the following conditions occur:

1. Failure to follow installation, storage, maintenance, operating instructions, accepted industry practices, or safety precautions.
2. Repairs or alterations to the Equipment made by anyone other than an authorized factory representative of SSI unless written approval is given by SSI.
3. Failure to timely complete and return to SSI the required warranty maintenance forms as specified in our maintenance and operating instructions.
4. Failure to install components or otherwise modify the Equipment as may be recommended and required by SSI from time to time.

**EXCEPT AS PROVIDED HEREIN, SSI MAKES NO OTHER EXPRESS WARRANTIES. SSI DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**SSI'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO A REFUND OF THE PURCHASE PRICE FOR THE EQUIPMENT, IN ACCORDANCE WITH THE FOREGOING PROVISIONS.**

**SSI IS NOT LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM ANY BREACH OF WARRANTY OR CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SSI OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**HOW CAN YOU GET SERVICE.** You must contact our customer service department during the warranty period and clearly describe and fully document the problem you are experiencing with the Equipment. You must also make the Equipment available for SSI's inspection and repair upon reasonable terms or, at SSI's sole option, you may be required to deliver certain components, freight prepaid, to SSI for inspection, replacement, or repair. SSI will return new or repaired components to you freight collect.

Any on-site labor costs incurred by SSI at the Buyer's request will be the responsibility of the Buyer for which SSI will be paid in accordance with its normal rates for such work. All transportation expenses associated with SSI's on-site service, repair or replacement of the Equipment, whether or not pursuant to the Warranty, will be the responsibility of the Buyer.

**OTHER CONDITIONS.** The agents, employees, distributors and dealers of SSI are not authorized to modify this warranty, nor to make additional warranties. Accordingly, any statements or representations not contained in this Warranty, oral or written, are not binding on SSI and should not be relied upon as a warranty of SSI unless in writing and signed by an officer of SSI.

SSI's pricing of the Equipment reflects the allocation of risk and the limitations of liability contained in this Warranty.

No claim for breach of warranty, or any other claim, in tort, contract, or otherwise, arising out of or related to the Equipment, may be commenced more than one (1) year following the expiration of the warranties set out above or the accrual of the claim, whichever occurs earlier. Litigation on any such claim must be commenced in Oregon and will be governed by Oregon law.

The limitations of liability and other provisions of this Warranty shall inure to the benefit of SSI, its assigns or successors, and any manufacturer of components contained in the Equipment.

Rev. 02/17

IN THE MATTER OF APPROVING AN ) RESOLUTION NO. C- -24  
INTERFUND LOAN FROM THE ISLAND COUNTY )  
ROAD FUND TO THE ISLAND COUNTY SOLID )  
WASTE ENTERPRISE FUND )

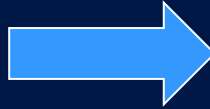
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Jennifer Roll, Clerk of the Board

# Solid Waste Compactor Purchase



**1995 Harris TP150 Compactor**



**2024 SSI 2500 SPH Compactor**

- To provide continuity of essential public service, a solid waste compactor has been purchased for installation at the Coupeville solid waste transfer station
- A 35% down payment of \$700K for the \$2.1M purchase, financed from the Solid Waste Enterprise Fund, has been completed
- A 5 year interfund loan from the Island County Road Fund to the Solid Waste Enterprise Fund is being requested for the balance of payment due





# Solid Waste Compactor Purchase



- The annual loan payment will be largely offset by transportation savings achieved through higher rates of compaction, resulting in more tons of solid waste being shipped per container and increased efficiencies
- The current estimated shipping date of the new compactor is June 3, 2024 with 55% payment required prior to shipping
- Installation of the new compactor is estimated to be completed by June 21, 2024 at which time the balance of payment is due



**Island County Public Works***Ed Sewester, P.E., County Engineer*1 NE 7<sup>th</sup> 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**

April 3, 2024

TO: Board of County Commissioners - Island County

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

RE: Expansion for Franchise # PW2019-0110 – Sierra Country Club, Inc

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Public Works is presenting to the Board of County Commissioners, an application received from Sierra Country Club, Inc. They are requesting to expand franchise # PW2019-0110, to include a portion of West Beach Rd for a water line to a new well located on parcel R03224-281-4520. Original franchise # 60(1)R expires 4/4/2027.

See attached Application and Vicinity Map.

**Brief history of application**

- 4/5/2019 application received
- 3/17/2023 easements to the well were recorded
- 3/4/2024 Public Works was notified that the State had approved the well by applicant
- 3/6/2024 Island County Departments review complete, no objections

Public Works requests that this franchise expansion moves forward with a suggested Public Hearing date of May 21, 2024.



# 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 an existing water distribution system

*Within the Plat of Sierra, Divisions 1, 2, and 3, a portion of Libbey Road beginning at Fort Ebey Road continuing easterly to West Beach Road, and a portion of West Beach Road beginning at Libbey Road continuing north to San Juan St.*

*Also beginning at the intersection of Las Mesa and West Beach Road and continuing north along West Beach Road to Parcel R03224-281-4520., all being located in the North Half (N1/2) of Section 25 and the*

*East Half (E ½) of Section 24, Township 32 North, Range 1 West, W.M., Island County, Washington*

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

360-914-4290

Phone

Sierra Country Club

Corporation / Association / Name

Glen Kitzmann

Contact Name

Phone

gkitzmann.sierra@gmail.com

E-Mail Address (if available)

PO Box 561

Address

Coupeville, WA 98238

Address

4-5-19

Date

A handwritten signature in black ink, appearing to read "Glen Kitzmann", written over a horizontal line.

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)**

☒ \$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

☒ \$99.00 first page \$1.00 each additional page (new fee effective 6/7/2018)



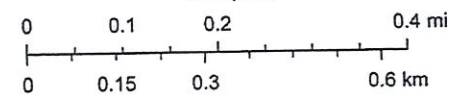
# Island County Parcel Viewer Map



12/9/2019, 8:56:27 AM

- |         |                    |                        |         |
|---------|--------------------|------------------------|---------|
| Plats   | Quarter Sections   | Roads                  | Local   |
| Plat    | One Way Directions | Highway                | Private |
| Parcels | Road Closures      | Collector and Arterial |         |

1:18,056

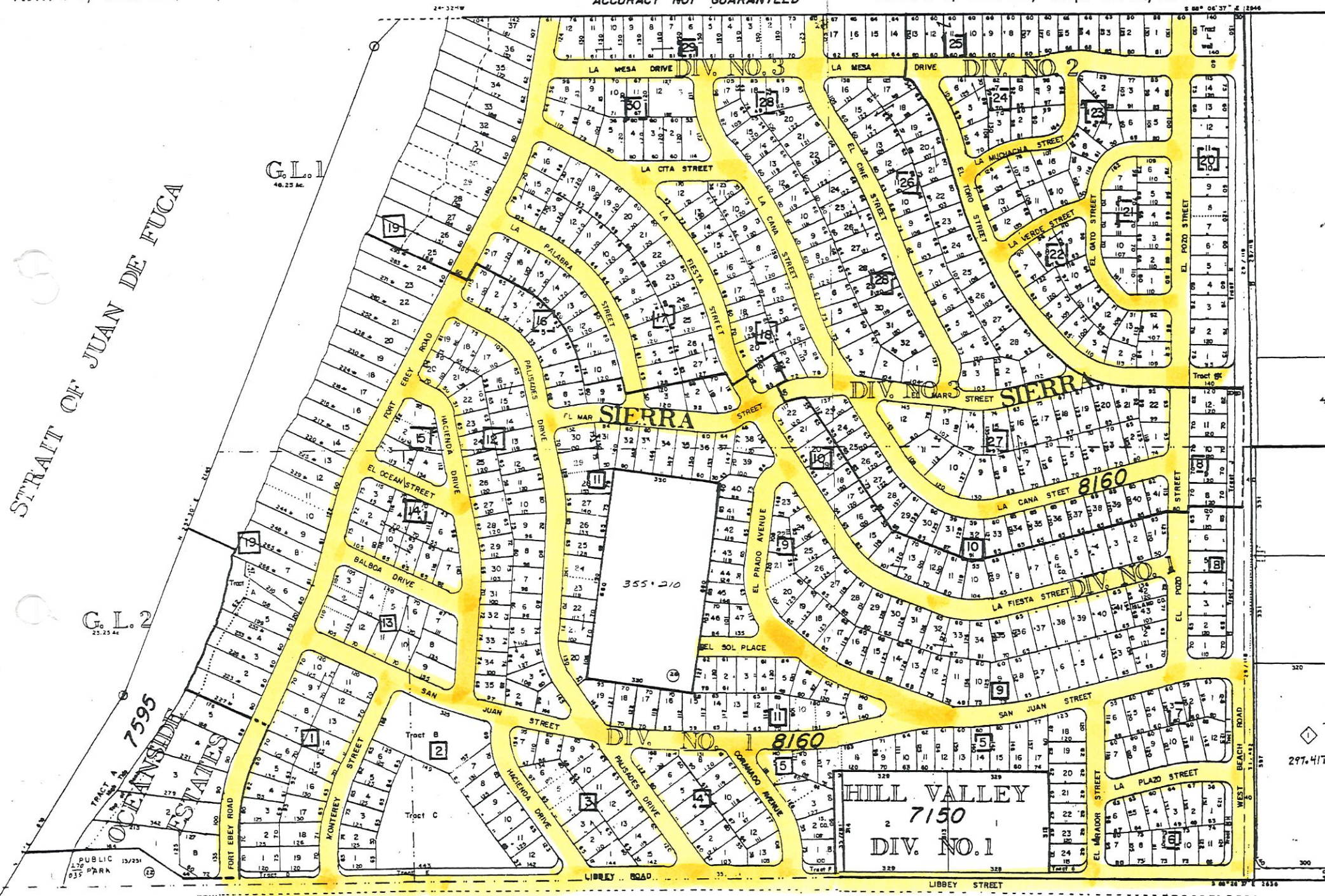


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

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



N.E. 1/4, Sec.25, Twp. 32 N., R.1 W. W. M.





**ISLAND COUNTY BUDGET/RISK**

**WORK SESSION AGENDA**

**MEETING DATE: 4/3/2024**

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

**From: Susan Geiger, Director**

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**Amount of time requested for agenda discussion. 15 minutes**

**DIVISION: ARPA**

**Agenda Item No.: 1**

**Subject: N. Camano Broadband Expansion**

**Description:** Review of agreement with Ziply Fiber to develop high speed internet service to 112 locations on Camano Island.

**Attachment: Memorandum Regarding N Camano Broadband Agreement, Broadband Infrastructure Construction Agreement, North Camano Google Map, FCC National Broadband Map**

**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:** In process





## Island County Budget & Risk Management

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1 NE 7<sup>th</sup> Street, Coupeville, WA 98239  
Ph: Whidbey 360-679-7311 | Camano 360-387-3443  
[www.islandcountywa.gov](http://www.islandcountywa.gov)

### MEMORANDUM

4/3/2024

TO: Board of County Commissioners

FROM: Susan Geiger, Director of Budget & Risk Management  
Cody Bakken, ARPA/Broadband Coordinator

RE: N Camano Broadband Infrastructure Construction Agreement with Ziplly Fiber NW

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#### **Requested Action**

The BOCC is asked to approve the Broadband Infrastructure Construction Agreement for 112 addresses on north Camano Island.

#### **Brief History**

In 2023, the Board of County Commissioners (BOCC) received a proposal to dedicate funds from the American Rescue Plan Act (ARPA) to install additional broadband infrastructure on Camano Island. Such a project would support economic development by creating remote work capabilities and home-based business opportunities. This will expand the area of Camano Island that is served with equitable access to education, health, and workforce development. Direct beneficiaries include not only homes, but also farms and micro-breweries.

#### **Project Scope**

The County Administrator and ARPA/Broadband Coordinator request the use of ARPA funds to partner with the local internet provider to allow them to develop needed infrastructure to 112 address locations on north Camano Island. The project would develop one gigabyte upload and download speeds, which is the highest level of internet connectivity currently available with existing technology. In conjunction with the area's incumbent local exchange carrier (ILEC) Ziplly Fiber NW, a series of broadband service locations (BSLs) within a specific area has been identified.



## **Project Costs**

Since inception, the proposed amount has been earmarked while the agreement was finalized.

<b>County Request:</b>	<b>\$296,296</b>
Ziply Fiber Match:	\$232,804
Total Project Cost:	\$529,099

## **Legal Considerations**

The Board of County Commissioners took the precautionary step to determine if this type of project required competitive solicitation. The Prosecuting Attorney's official position is that Island County is not required to open the project for bids, due to the nature of the project and Ziply's incumbency in the area. The legal memo provides clearance at the federal, state, and local policy levels; below are summary quotes.

Federal: Although a subaward might not normally meet the requirements for informal procurement under 2 CFR 200.320, the Treasury Department has issued guidance that recipients are "not required to apply the cost principles and procurement requirements under the Uniform Guidance to ISPs receiving such fixed amount subawards."<sup>1</sup> As a result, a competitive bid process is not required under federal law (p.2).

State: Article VIII, sections 5 and 7 of the Washington Constitution restrict government from giving or loaning public funds to private individuals, companies, or associations... when funds are used for something other than a fundamental government purpose, the court asks whether funds were given with donative intent, and what the public received in the exchange<sup>2</sup>. [Therefore,] the use of funds to construct broadband internet infrastructure confers a general benefit to the public, a significant part of the public has improved access (p.3).

County: [This agreement] is not a public works construction contract, and the bidding processes normally required for public works contracts do not apply<sup>3</sup>. Contracts for services are exempt from competitive solicitation if it is specifically<sup>4</sup> provided for under a grant agreement (p.2-3).

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<sup>1</sup> SLFRF and CPF Supplementary Broadband Guidance, May 17, 2023 at page 2 (see also 2 CFR 300.320 and 48 CFR 2.101).

<sup>2</sup> Clean v. State, 130 Wn.2d 797-98 (1996).

<sup>3</sup> Island County Code 2.30A

<sup>4</sup> Island County Code Sec. 2.29.030.B

## **Public Benefit**

This proposal would develop service to the premises to the 112 identified potential customers, allowing a foundation for bridging the digital equity gap regardless of income. The proposed project area includes Camano Island Airfield, various businesses, farms, and residences (see attached maps). According to the FCC's Broadband Data, 85% of the locations in the project area are currently unserved. The National Telecommunications and Information Administration (NTIA) defines "unserved" as "a broadband-serviceable location that the Broadband DATA Maps show as (a) having no access to broadband service, or (b) lacking access to Reliable Broadband Service offered"<sup>5</sup> having a minimum speed of 100 Mbps for downloads and 20 Mbps for uploads.

Ziply offers a range of service levels at varied costs, and they participate in federally-approved, State of Washington-supported programs for connectivity. A household is eligible for such programs if the household income is at or below 135% of the 2023 Federal Poverty Guidelines, or if the household has someone who is on Medicaid, SNAP, Free and Reduced School Lunch Program, Federal Public Housing Assistance, Veterans Pension Benefits, Tribal Assistance programs, or SSI.

## **Project Timeframe**

Presuming the BOCC authorizes in April 2024, construction is estimated to start in May of 2024 and expected to finish by June 2025. The agreement requires completion by July 31, 2025.

## **Attachments**

Attachment A, "Broadband Infrastructure Construction Agreement," includes a proposed project map and list of addresses for the project area.

Attachment B, "North Camano Google Map"

Attachment C, "FCC National Broadband Map", last updated December 31<sup>st</sup>, 2023

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<sup>5</sup> INTERNET FOR ALL Frequently Asked Questions and Answers Draft Version 2.0 - Broadband, Equity, Access, and Deployment (BEAD) Program p.5

# Broadband Infrastructure Construction Agreement

## Introduction

Island County, a municipality in the State of Washington, ("COUNTY") received American Rescue Plan Act ("ARPA") funds enacted by Congress and signed into law by President Joe Biden on March 11, 2021. These funds are also known as State and Local Fiscal Recovery Funds ("SLFRF.") The Board of Island County Commissioners ("BOCC") allocated a portion of these funds for improvement of broadband telecommunications service in the COUNTY. ARPA – SLFRF funds are to be obligated by December 31, 2024, and to be fully expended by the COUNTY by December 31, 2026.

On **DATE**, the BOCC approved a grant of \$296,296.00 (two-hundred ninety-six thousand, two-hundred and ninety-six dollars) to Ziply Fiber Northwest, LLC (dba Ziply Fiber), a telecommunications provider, located in Kirkland, WA (the "GRANTEE") to receive ARPA – SLFRF funds for the construction of broadband infrastructure to serve a portion of Camano Island as shown in "Schedule A."

This Broadband Infrastructure Construction Agreement is between the COUNTY and the GRANTEE for the sole purpose of initiating broadband infrastructure deployment that will bring Fiber-to-the-Premise Broadband to serviceable locations in North Camano Island. Upon completion, these locations will have access to gigabit tier broadband internet speeds, exceeding state speed goals of 150/150 Mbps by the year 2028.

## 1. Contract

1.1 Scope of Work. The GRANTEE agrees to perform the services ("Services") detailed in Schedule A.

1.2 Payment. The COUNTY agrees to pay the GRANTEE in accordance with the terms in Schedule B. Payment is not to exceed \$296,296.00 for deployment of fiber to the premise within North Camano Island, Island County; as defined in the Schedule A: Scope of Work. The Grant proceeds shall be disbursed upon submission of invoices for work performed under Grant. The Grant proceeds shall be used solely to pay a portion of GRANTEE's costs for project development.

1.3 Timeframe. This AGREEMENT commences on the date of the AGREEMENT and the work identified in Schedule A: Scope of Work must be completed by July 31, 2025. Extensions are not an option due to ARPA – SLFRF limitations for fund availability. To meet the schedule, COUNTY will assist GRANTEE to expedite any authorizations or permits required by GRANTEE for the work covered by this AGREEMENT, including without limitation permitting and pole attachment permissions.

1.4 Affordability. The GRANTEE shall provide access to a broad-based affordability program to consumers with low incomes in the project area.

1.5 Non-Performance. The COUNTY is not liable for any costs related to the Scope of Work not completed by July 31, 2025.

1.6 Substantial Completion. "Substantial Completion" in this AGREEMENT specifically refers to the stage of progress in the project when the work may still require minor modifications or adjustments but, in professional opinion or industry standard, the work has progressed to the point such that all parts of the work under consideration are fully operational and usable for intended purposes. Substantial completion for this AGREEMENT may be evidenced by subscribed, accessible, and active service being used by residents or businesses within the project area. If the GRANTEE considers the project to be substantially complete, the GRANTEE may provide and deliver a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before conclusion of the Scope of Work and issuance of final payment and shall establish the time within which the GRANTEE shall finish the punch list. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the terms and conditions of this AGREEMENT. The Certificate of Substantial Completion shall be retained by the COUNTY and the GRANTEE to evidence accepted completion. Failure on the COUNTY's part to request an update or a proof of completion does not alter the responsibility of the GRANTEE to complete all work in accordance with the terms of this Agreement.

## **2. Personnel**

2.1 Independent Contractor. The GRANTEE agrees to employ at its own expense, all personnel reasonably necessary to perform the Services required by this AGREEMENT. These personnel are not employees of the COUNTY. The GRANTEE shall ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable laws. The GRANTEE is not an agent or employee of the COUNTY. The GRANTEE and the COUNTY are not engaged in a joint venture or partnership. Neither party can represent or bind the other.

2.2 Subcontractors. The GRANTEE may hire subcontractor(s). Any and all subcontractors agree to employ, at its own expense, all personnel reasonably necessary to perform the Services required by this AGREEMENT. Subcontractor personnel are not employees of the COUNTY. GRANTEE will be responsible for checking and documenting suspension and disbarment verification.

## **3. Representations and Warranties**

3.1 Professional Work. The GRANTEE shall perform Service in a professional, thorough, and skillful manner consistent with their profession's standards.

3.2 Compliance with Laws. The GRANTEE shall comply with all applicable state, local, and federal laws. The GRANTEE represents that it has reviewed, and is familiar with, all laws relevant to the performance of Services under this AGREEMENT.

3.3 Safety. The GRANTEE shall perform all work in a safe manner.

3.4 Broad Protection. All representations and warranties are to be interpreted expansively to afford the broadest protection available to the COUNTY.

3.5 Prevailing Wage. The GRANTEE agrees to independently determine application of RCW 39.12, the Washington State Prevailing Wage Law, regarding wages for the project. The GRANTEE will keep, maintain, and provide audit of such a determination with all reporting as is relevant and required for compliance under both RCW 39.12 and ARPA.

#### **4. Indemnification**

4.1 Indemnification. The GRANTEE and COUNTY each hereby agrees to indemnify and hold harmless the other, and the other's officers, employees, and agents from any loss, liability, claim, suit cost and expense (including legal fees) arising out of any injury to any person or damage to any property occurring on or about the Premises resulting from negligence or intentional act or omission of the indemnifying party of its officers, employees, agents, or contractors.

#### **5. Insurance**

5.1 Prior to commencement of services under this AGEEMENT, GRANTEE shall submit to the COUNTY certificates of insurance or certified copies of insurance policies and endorsements, if requested by the COUNTY, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this AGEEMENT. Each insurance certificate shall provide that coverage will not be canceled without thirty (30) days prior to notice to the COUNTY. GRANTEE shall maintain at GRANTEE'S sole expense unless otherwise stipulated, the following insurance coverages, insuring Ziply Fiber employees, agents, designees, and indemnities as required herein:

5.2 The GRANTEE shall not commence work under this AGEEMENT until Island County Budget and Risk Management office has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.

5.3 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by the Grantee shall specifically include the COUNTY as an "Additional Insured" by blanket endorsement and shall not be canceled without thirty (30) days written prior notice to the COUNTY. The GRANTEE'S insurance coverage shall be primary insurance as respect to the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the county, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

5.4 The GRANTEE shall maintain, during the life of the AGEEMENT, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect Island County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this AGEEMENT whether such operations be by the GRANTEE or by anyone directly employed by or contracting with the GRANTEE.



Specific limits required \$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations

\$1,000,000 Personal Injury and Advertising Injury

\$1,000,000 Each Occurrence

5.5 The Commercial General Liability Policy will contain a blanket endorsement naming the COUNTY as Additional Insured and states the Grantee General Liability shall be primary, and not contributory, with any other insurance maintained by the COUNTY. The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

5.6 Commercial General Liability insurance maintained by the GRANTEE shall specifically include the COUNTY as an "Additional Insured" by blanket endorsement and shall not be canceled without thirty (30) days written prior notice to the COUNTY. The GRANTEE's insurance coverage shall be primary insurance as respect to the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees and volunteers shall be excess of the GRANTEE's insurance and shall not contribute to it.

5.7 The GRANTEE shall maintain Auto Liability for coverage of hired and non-owned automobiles. This endorsement will cover any vehicles that may have access or be involved in the Project.

5.8 All Liability coverages, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of the GRANTEE's contract with the service provider, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.

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

5.10 Industrial Insurance Waiver - With respect to the performance of this AGREEMENT and as to claims against the COUNTY, its officers, agents and employees, the GRANTEE expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the GRANTEE against the COUNTY. This waiver is mutually negotiated by the parties to this Agreement.

## **6. Termination**

6.1 Breach of Contract. The COUNTY may terminate this AGEEMENT following a material breach by the GRANTEE but only after COUNTY has given notice of the breach to GRANTEE and giving GRANTEE at least thirty (30) days to cure the breach. If GRANTEE cures the breach or reasonably commences cure within such 30-day period, this AGEEMENT shall not terminate.

## **7. Effective Date**

7.1 The effective date of this AGEEMENT shall be the latter of the dates this AGEEMENT is endorsed by the signatories.

## **8. Records**

8.1 GRANTEE agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect GRANTEE's contracts, subawards, grant administration, and direct payments, and expenditures in the performance of this AGREEMENT (the "records").

8.2 GRANTEE shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT consistent with 2 CFR § 200.334 Retention requirements for records. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by GRANTEE until all litigation, claims, or audit findings involving the records have been resolved.

8.3 GRANTEE agrees to records retention for typed or hand-written instructions, maps, and other documents used during the Scope of Work. All documents used to verify completion of work for any phase of the project will also be retained.

## **9. General Terms**

9.1 Law and Venue. This AGEEMENT is declared to be an Island County contract. All the terms hereof shall be construed according to local, state and federal laws. The forum for any dispute concerning this AGEEMENT shall be the Island County Court.

9.2 Attorney Fees. In the event of legal proceeding of any kind, the prevailing party shall be awarded such sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred in connection therewith.

9.3 Severability. Any provision of this AGEEMENT held to be unenforceable will not affect the enforceability of any other provision.

9.4 Terminology. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation to". The word "or" is not exclusive. Headings are provided convenience and do not affect meaning. Any reference to a time of day is to the time in Island County, Washington.

9.5 Notices. Notices must be in writing and may be delivered using electronic telecommunications (email). Delivery occurs when the other party receives notice through email confirmation, certified mail or a reputable overnight courier. Representatives and addresses are as follows:

The COUNTY:

Attention: Michael Jones  
County Administrator  
1 NE 7<sup>th</sup> Street  
Coupeville WA 98239  
Email: Michael.Jones@islandcountywa.gov

The GRANTEE:

Attention: Legal Department  
Ziply Fiber Northwest, LLC (dba Ziply Fiber)  
135 Lake Street S, Suite 155  
Kirkland, WA 98033  
Email: legal@ziply.com

9.6 Entire Contract. The AGEEMENT supersedes all prior or contemporaneous oral or written agreements between the parties.

9.7 Amendments. The BOCC must approve any alteration, amendment, or extension of this AGREEMENT, Scope of Work, Cost of, or the time required for the performance of any part of the work under the AGEEMENT.

9.8 Assignment. This AGEEMENT is not assignable by the GRANTEE and binds any successor.

9.9 Survival. The requirements of Sections 3, 4 and 5 survive termination of this AGEEMENT.

9.10 No General Waiver. The waiver or failure to enforce, insist upon, or comply with any term in this AGEEMENT does not constitute a general waiver or relinquishment of that term.

This AGEEMENT is signed as of the date stated in the introductory clause and may be executed in counterparts or by electronic means (email).

**Island County:**

**Northwest Fiber, LLC**

\_\_\_\_\_

\_\_\_\_\_

By: Jill Johnson

By: Byron E. Springer, Jr.

Its: Board of County Commissioners Chair

Its: General Counsel

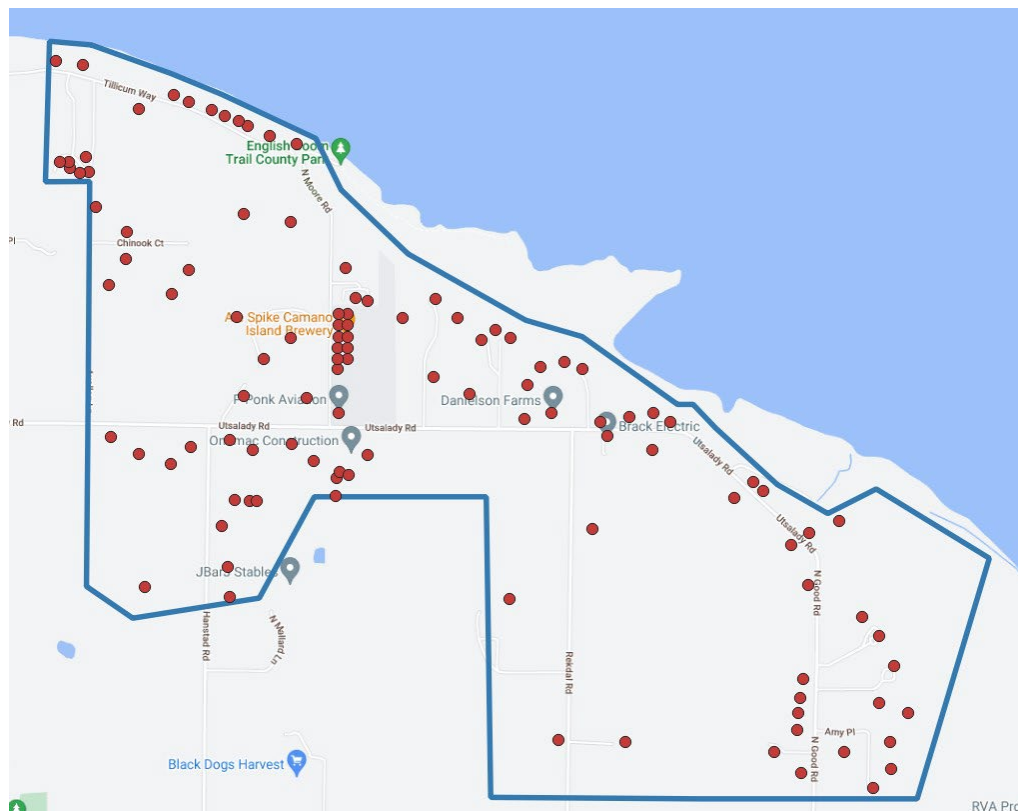
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Date: \_\_\_\_\_

## Schedule A: Scope of Work

The North Camano Island Broadband project will deploy Fiber to the Premise (FttP) to 112 address locations. The proposed project area includes the Eagles Island Airport, Industrial Park, farms and residences. According to the Federal Communications Commission's Broadband Data Collection (12-31-22), more than 85% of the locations in the project area are underserved (less than 100/20 Mbps).

Providing access to multiple gigabits to end users will bolster economic development opportunities, increase household access to online tools for education, healthcare and employment.



## Deliverables:

- Documentation confirming fiber cable in the area as described above, passing 112 addressable locations (Project locations can be viewed in the attached North Camano Project 7.21.23 FCC Fabric joined BDC Addressees)
- Documentation demonstrating that the required speeds are available in the area at a test site to be agreed upon by the COUNTY and GRANTEE
- Documentation of service tiers offered
- Documentation of service tier monthly fees
- Completion of project by July 2025

## Schedule B: Payment Schedule

GRANTEE acknowledges that payment is a reimbursement for service delivery.

Activity	Payment
Documentation of deployed fiber optic network, data, speeds, service tiers, and associated monthly fees for service	\$296,296.00



Service: Residential Technology: All Wired Speed: ≥ 100/20

Address

