

## ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE JUNE 5, 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.	Sheriff's Office
9:10 a.m.	County Administrator
10:10 a.m.	Superior Court
10:20 a.m.	Commissioner's Office
10:35 a.m.	Public Works
11:20 a.m.	Human Resources

### NOON BREAK

1:00 p.m.	Public Health
1:35 p.m.	Budget/Risk

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 SHERIFF**

**WORK SESSION AGENDA**

**MEETING DATE: 6/5/2024**

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

**From:** Rick Felici, Sheriff

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**Amount of time requested for agenda discussion. 10 minutes**

**Agenda Item No.: 1**

**Subject:** Amendment 1 to Stonegarden grant E23-060, in order to extend the grant agreement, end date to 7/31/24

**Description:** Amendment 1 to Stonegarden grant E23-060, in order to extend the grant agreement end date to 7/1/24, as well as changing the contract names within Washington State Military Department.

**Attachment:** **Amendment 1**

**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:** Choose an item.

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

**Washington State Military Department  
AMENDMENT**

1. SUBRECIPIENT NAME/ADDRESS:  <b>Island, County of Sheriff's Office PO Box 5000 Coupeville, WA 98239-5000</b>		2. GRANT NUMBER:  <b>E23-060</b>	3. AMENDMENT NUMBER:  <b>1</b>
4. SUBRECIPIENT CONTACT, PHONE/EMAIL:  <b>Vodean Miller, 360-678-4422 v.miller@islandcountywa.gov</b>		5. DEPARTMENT CONTACT, PHONE/EMAIL:  <b>Ben Olson, 253-512-7224 benjamin.olson@mil.wa.gov</b>	
6. EIN:  <b>91-6001321</b>	7. ASSISTANCE LISTINGS # & TITLE:  <b>97.067 - 21HSGP (OPSG)</b>	8. FEDERAL AWARD ID # (FAIN):  <b>EMW-2021-SS-00083-S01</b>	
9. FUNDING AUTHORITY:  <b>The Washington State Military Department (Department) and the US Department of Homeland Security (DHS)</b>			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT:  1. Due to unplanned manpower issues experienced by a friendly force, additional time is needed to complete planned operations. This amendment extends the Grant Agreement End Date and updates the Award Documents noting the extension approved by FEMA. <b>Please note:</b> The original agreement face sheet shows March 31, 2024, however it is a discrepancy and should be July 31, 2024 as shown on original Timeline.			
Changes are noted in red font, strikethrough, and grey highlight.			
11. AMENDMENT TERMS AND CONDITIONS:  2. Grant Agreement Amount of \$97,500 remains <b>unchanged</b> . 3. <b>Change</b> the Grant Agreement End Date <b>from</b> July 31, 2024 <b>to</b> August 31, 2025, as described on Page 2 of this Amendment. 4. <b>Change</b> the Department Contact, Phone/Email, as described on Page 2 of this Amendment. 5. <b>Change</b> Attachment A, SPECIAL TERMS AND CONDITIONS, Article I-Key Personnel, as described on Page 2 of this Amendment. 6. <b>Change</b> the original 21HSGP Award Documents EMW-2021-SS-00083, Attachment C, as described on Page 2 of this Amendment. 7. <b>Change</b> the original Timeline, Attachment F, as described on Page 2 of this Amendment.			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-Recipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department		Date	
BOILERPLATE APPROVED AS TO FORM: _____ /Signature on file/ David B. Merchant, Assistant Attorney General		Signature Melanie Bacon, Chair - Jill Johnson, Chair Island County Board of Commissioners APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review	
		Date	

# Washington State Military Department

## Amendments to Agreement E23-060

1. **Change the Grant Agreement End Date from July 31, 2024 to August 31, 2025.**
  - a. Agreement Face Sheet, Box 6. ~~July 31, 2024~~ August 31, 2025
2. **Change Department Contact from Joshua Castillo to Ben Olson.**
  - a. Agreement Face Sheet Box 7. ~~Joshua Castillo, 253-613-6432, joshua.castillo@mil.wa.gov~~ Ben Olson, 253-512-7224, [benjamin.olson@mil.wa.gov](mailto:benjamin.olson@mil.wa.gov)
3. **Change Attachment A, Article I-Key Personnel.**
  - a. Attachment A, SPECIAL TERMS AND CONDITIONS, Article 1-Key Personnel, under DEPARTMENT:
    - i. Replace Joshua Castillo with Ben Olson (see below).
    - ii. Replace Zoie Choate with Peggy Simmons (see below)
    - iii. Replace Courtney Bemus with Grant Miller (see below)

SUBRECIPIENT		DEPARTMENT	
Name	<b>Vodean Miller</b>	Name	<del>Joshua Castillo</del> Ben Olson
Title	<b>Deputy</b>	Title	<b>Program Coordinator</b>
E-Mail	<b>v.miller@islandcountywa.gov</b>	E-Mail	<del>joshua.castillo@mil.wa.gov</del> <del>benjamin.olson@mil.wa.gov</del>
Phone	<b>360-678-4422</b>	Phone	<del>253-316-6432</del> 253-512-7224
Name	<b>Grant Walker</b>	Name	<del>Zoie Choate</del> Peggy Simmons
Title	<b>Deputy</b>	Title	<b>Program Manager</b>
E-Mail	<b>g.walker@islandcountywa.gov</b>	E-Mail	<del>zoie.choate@mil.wa.gov</del> <del>peggy.simmons@mil.wa.gov</del>
Phone	<b>360-678-7233</b>	Phone	<del>253-512-7461</del> 253-512-7114
Name	<b>Lorene Norris</b>	Name	<del>Courtney Bemus</del> Grant Miller
Title	<b>Chief Civil Deputy</b>	Title	<b>Program Assistant</b>
E-Mail	<b>l.norris@islandcountywa.gov</b>	E-Mail	<del>courtney.bemus@mil.wa.gov</del> <del>grant.miller@mil.wa.gov</del>
Phone	<b>360-679-7323</b>	Phone	<del>253-316-6438</del> 253-512-7061

4. **Change the original Award Documents, Attachment C.**
  - a. Original 21HSGP Award Documents EMW-2021-SS-00083, Attachment C, with Revision 1 21HSGP Award Documents EMW-2021-SS-00083, Attachment C.
5. **Change the original Timeline, Attachment F.**
  - a. Original Timeline, Attachment F, with Revision 1 Timeline, Attachment F.

Revision 1 21HSGP Award Documents  
EMW-2021-SS-00083

**U.S. Department of Homeland Security  
Washington, D.C. 20472  
GRANT AMENDMENT LETTER**

Washington Military Department  
Gail Cram  
Building 20  
Camp Murray, WA 98430 - 5122  
Re: Amendment #: EMW-2021-SS-00083-A11

Dear Gail Cram,

The amendment to change the award information for Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP) (Award #: EMW-2021-SS-00083-S01) has been approved on 01/10/2024. The changes to the award information are listed below.

**Period of Performance Change:**

Previous End Date: 08/31/2024

Adjusted End Date: 08/31/2025

Previous Budget End Date: 08/31/2024

Adjusted Budget End Date: 08/31/2025

Please allow 2-3 business days for this information to be reflected in the Payment and Reporting System (PARS). The award information contained in this amendment supersedes award information listed in previous award packages and amendments. If you have any questions or concerns regarding your grant funds, please call 1-866-927-5646.

TAMARA YVONNE THOMPSON  
Grants Specialist

U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES  
Homeland Security Grant Program**

**GRANTEE:** Washington Military Department  
**ORGANIZATION EIN:** 91-6001095  
**ORGANIZATION DUNS:** 808883383  
**ORGANIZATION UEI:** D2EJRGZ2PLG8  
**ORGANIZATION TYPE:** State governments  
**ORGANIZATION CONGRESSIONAL DISTRICT CODE:** WA-09  
**ORGANIZATION PHYSICAL ADDRESS:** Building 20  
Camp Murray, WA 98430 - 5122  
**ORGANIZATION MAILING ADDRESS:** Building 20  
Camp Murray, WA -  
**PROGRAM:** Homeland Security Grant Program  
**SOLICITATION NAME:** Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP)  
**SOLICITATION YEAR:** 2021  
**SOLICITATION DESCRIPTION:** The FY 2021 HSGP provides funds to eligible entities to support state, local, tribal, and territorial efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.  
**AMENDMENT NUMBER:** EMW-2021-SS-00083-A11

**Name of the AO who signed the amendment**

TAMARA

THOMPSON

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### **Article I - Summary Description of Award**

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,428,138, Urban Area Security Initiative (UASI) funding in the amount of \$6,250,000 (Seattle Area, \$6,250,000), and Operation Stonegarden (OPSG) funding in the amount

of \$1,606,800. The following counties shall receive OPSG subawards for the following amounts: Adams \$75,000; Clallam \$100,000; Ferry \$112,500; Island \$100,000; Jamestown S'Klallam Tribe \$80,000; Lower Elwha Tribe \$75,000; Makah Tribe \$75,000; Nooksack \$99,000; Okanogan \$100,000; Pend Oreille \$150,000; Quileute Tribe \$60,300; San Juan \$100,000; Spokane \$155,000; Stevens \$150,000; Swinomish Tribe \$75,000; Whatcom \$100,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

#### **Article II - Amended Summary Description of Award for Operation Stonegarden Allocation**

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,428,138, Urban Area Security Initiative (UASI) funding in the amount of \$6,250,000 (Seattle Area, \$6,250,000), and Operation Stonegarden (OPSG) funding in the amount of \$1,606,800. The following counties shall receive OPSG subawards for the following amounts: Adams \$75,000; Clallam \$100,000; Ferry \$112,500; Island \$100,000; Jamestown S'Klallam Tribe \$80,000; Lower Elwha Tribe \$75,000; Makah Tribe \$75,000; Nooksack \$99,000; Okanogan \$100,000; Pend Oreille \$150,000; Quileute Tribe \$60,300; San Juan \$100,000; Spokane \$155,000; Stevens \$150,000; Swinomish Tribe \$75,000; Whatcom \$160,300. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

#### **Article III - Funding Hold: SHSP National Priorities**

FEMA has placed a funding hold on the following investments under the national priority areas, and \$353,303 of SHSP funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients, and the subrecipients are prohibited from obligating or expending SHSP funds, for the costs or activities identified below. The hold only applies to the amount of funds identified for each SHSP investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2021 Biannual Strategy Implementation Report (BSIR).

Cybersecurity \$162,500 Kitsap, County of NP CS Project #2: Region 2 Cybersecurity Conference for Small Businesses and Non-Profits, \$32,500 King, County of NP CS Project #4: Region 6 Team Awareness Kit, \$50,000 King, County of NP CS Project #6: Region 6 Regional Cybersecurity Workshop and Training Resources, \$80,000 Emerging Threats, \$190,803 WA State Military Department NP ET Project #2: State Private Sector and Critical Infrastructure Program, \$70,803 Clark, County of NP ET Project #6: Region 4 Personal Protective Equipment, \$70,000 Clark, County of NP ET Project #12: Region 4 Target Hardening and Vulnerability Assessment, \$50,000

If you have questions about this funding hold or believe it was placed in error, please contact the DHS/FEMA Headquarters Preparedness Officer.

#### **Article IV - Operation Stonegarden Program Hold**

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

#### **Article V - Operation Stonegarden Program Performance Goal**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

#### **Article VI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article VII - Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article VIII - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **Article IX - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article X - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article XI - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XII - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Article XIII - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

#### **Article XIV - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article XV - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin,

be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article XVI - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### **Article XVII - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### **Article XVIII - Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XIX - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

#### **Article XX - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XXI - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

#### **Article XXII - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XXIII - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must

complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article XXIV - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

#### **Article XXV - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and Privacy Template at [https://www.dhs.gov/sites/default/files/publications/privacy\\_pia\\_template\\_2017.pdf](https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf) as useful resources respectively.

#### **Article XXVI - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article XXVII - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict

federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XXVIII - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article XXIX - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XXX - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXXI - Homeland Security Grant Program Performance Goal**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

#### **Article XXXII - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXXIII - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article XXXIV - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

#### **Article XXXV - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

## **Article XXXVI - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

## **Article XXXVII - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

## **Article XXXVIII - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

## **Article XXXIX - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

## **Article XL - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

## **Article XLI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## **Article XLII - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

## **Article XLIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

## **Article XLIV - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

## **Article XLV - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XLVI - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XLVII - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article XLVIII - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

#### **Article XLIX - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

#### **Article L - Rescission of Funding Hold: SHSP National Priorities**

A funding hold was placed on the award under Agreement Article III, and \$353,303 was on hold in the FEMA financial systems. FEMA has reviewed the additional information provided and approved the expenditures for the following SHSP investments under the national priority areas:

Cybersecurity \$162,500 Kitsap, County of NP CS Project #2: Region 2 Cybersecurity Conference for Small Businesses and Non-Profits, \$32,500 King, County of NP CS Project #4: Region 6 Team Awareness Kit, \$50,000 King, County of NP CS Project #6: Region 6 Regional Cybersecurity Workshop and Training Resources, \$80,000 Emerging Threats, \$190,803 WA State Military Department NP ET Project #2: State Private Sector and Critical Infrastructure Program, \$70,803 Clark, County of NP ET Project #6: Region 4 Personal Protective Equipment, \$70,000 Clark, County of NP ET Project #12: Region 4 Target Hardening and Vulnerability Assessment, \$50,000

FEMA has determined that these investments are effective. The conditions in Agreement Article III have been met for the costs or activities outlined above, so FEMA rescinds the hold and releases SHSP funds in the amount of \$353,303. The recipient may draw down or reimburse subrecipients for, and subrecipients may obligate or expend federal funds in the amounts described above to support costs or activities associated with the investments listed above.

#### **Article LI - Amended Summary Description of Award: Operation Stonegarden**

The following reallocation of Operation Stonegarden (OPSG) funds is based on a request from the recipient reviewed and approved by FEMA. In its request, the recipient confirmed that its requested reallocations and subaward changes comply with the terms of this grant award, including 2 C.F.R. 200.339. The amended OPSG allocations are as follows: Adams \$75,000; Clallam \$100,000; Ferry \$112,500; Island \$100,000; Jamestown S'Klallam Tribe \$80,000; Lower Elwha Tribe \$75,000; Makah

Tribe \$75,000; Nooksack \$99,000; Okanogan \$100,000; Pend Oreille \$150,000; Quileute Tribe \$0; San Juan \$100,000; Spokane \$155,000; Stevens \$150,000; Swinomish Tribe \$0; Whatcom \$235,300. DHS has determined that these changes are in the interests of homeland security pursuant to 6 U.S.C. 609(e).

**Obligating Document for Amendment**

1a. AGREEMENT NO. EMW-2021-SS-00083-S01	2. AMENDMENT NO. EMW-2021-SS-00083-A11	3. RECIPIENT NO. 91-6001095	4. TYPE OF ACTION AMENDMENT	5. CONTROL NO. WX04670N2021T , WX04671N2021T , WX04674N2021T
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603	
9. NAME OF RECIPIENT PROJECT OFFICER Gail Cram	PHONE NO. 2535127472		10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov	
11. EFFECTIVE DATE OF THIS ACTION 01/10/2024	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD  <b>From:</b> 09/01/2021 <b>To:</b> 08/31/2025 <b>Budget Period</b> 09/01/2021      08/31/2025	

**15. DESCRIPTION OF ACTION**

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE)	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2021-FA-GG01-P410-4101-D	\$6,428,138.00	\$0.00	\$6,428,138.00	See Totals
Homeland Security Grant Program	97.067	2021-FA-GH01-P410-4101-D	\$6,250,000.00	\$0.00	\$6,250,000.00	See Totals
Homeland Security Grant Program	97.067	2021-FA-GG02-P410-4101-D	\$1,606,800.00	\$0.00	\$1,606,800.00	See Totals
<b>TOTALS</b>			<b>\$14,284,938.0</b>	<b>\$0.00</b>	<b>\$14,284,938.0</b>	<b>\$0.00</b>

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL OR DESIGNEE (at the time of the Award) (Name and Title)  
Daugherty, Bret Major General, The Adjutant General

SIGNATURE DATE  
09/22/2021 16:48

18. FEMA SIGNATORY OFFICIAL (Name and Title)  
TAMARA YVONNE THOMPSON, Grants Specialist

DATE  
Wed Jan 10 21:53:15 UTC  
2024

## Revision 1 TIMELINE

Island County Sheriff's Office  
21OPSG Timeline

Date	Task
September 1, 2021	Grant Agreement Start Date
June 22, 2022	Operations Order approved by FEMA
August 01, 2022	Estimated date work will begin
NLT October 31, 2022	Submit Reimbursement Request
NLT January 31, 2023	Submit Reimbursement Request
NLT April 30, 2023	Submit Reimbursement Request
NLT July 31, 2023	Submit Reimbursement Request
NLT October 31, 2023	Submit Reimbursement Request
NLT January 31, 2024	Submit Reimbursement Request
NLT February 24, 2024	In collaboration with U.S. Border Patrol, assess status of award. Determine if additional time is needed to complete operations and/or if there is a need to submit a FRAG Order changing the approved Operations Order.
NLT April 30, 2024	Submit Reimbursement Request
NLT July 31, 2024	Submit Reimbursement Request
NLT October 31, 2024	Submit Reimbursement Request
NLT January 31, 2025	Submit Reimbursement Request
<del>July 31, 2024</del> August 31, 2025	Grant Agreement End Date. All work ceases.
NLT <del>September 14, 2024</del> October 15, 2025	Submit Final Reimbursement Request and Closeout Report. Reports are due before final invoice will be reimbursed.

Grant Performance Period: September 1, 2021 - August 31, ~~2024~~ 2025

# SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT  
Camp Murray, Washington 98430-5122

*Please read instructions on reverse side before completing this form.*

NAME OF ORGANIZATION Island County Sheriff's Office	DATE SUBMITTED
PROJECT DESCRIPTION O P S G	CONTRACT NUMBER E23-060-1

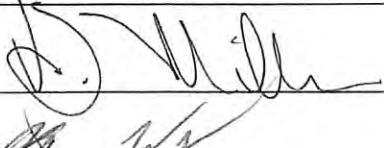
## 1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Jill Johnson	Chair
	Melanie Bacon	Member
	Janet St. Clair	Member

## 2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Jill Johnson	Chair
	Melanie Bacon	Member
	Janet St. Clair	Member

## 3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	V.S. Miller	Sergeant
	Grant Walker	Sergeant

# SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT  
Camp Murray, Washington 98430-5122

*Please read instructions on reverse side before completing this form.*

NAME OF ORGANIZATION Island County Sheriff's Office	DATE SUBMITTED 05/08/2024
PROJECT DESCRIPTION O P S G	CONTRACT NUMBER E24-327

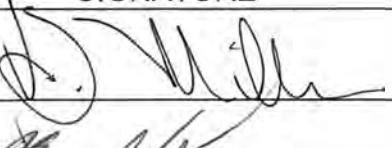
## 1. AUTHORIZING AUTHORITY

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## 2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
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	Melanie Bacon	Member
	Janet St. Clair	Member

## 3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	V.S. Miller	Sergeant
	Grant Walker	Sergeant



**ISLAND COUNTY COUNTY ADMINISTRATION**

**WORK SESSION AGENDA**

**MEETING DATE: 6/5/2024**

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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. 60 minutes**

**DIVISION:** Administrative

**Agenda Item No.:** 1

**Subject:** **Revised DRAFT Comprehensive Economic Development Strategy**

**Description:** A discussion of the revised draft Comprehensive Economic Development Strategy for the Board to provide direction to the preparer in order to facilitate delivery of a final draft for consideration for adoption by the Board of County Commissioners.

**Attachments:** **Memo from Jennifer Noveck, PhD, Draft CEDS Document, Public Comment Compilation Document, Presentation, Draft Resolution for Adoption of Comprehensive Economic Development Strategy (CEDS)**

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

*(Continued on next page)*

**DIVISION: Administrative**

**Agenda Item No.: 2**

**Subject: Northwest Clean Air Agency Membership**

**Description:** San Juan County (SJC) is seeking to become a member of the Northwest Clean Air Agency (NWCAA). SJC was formerly a member but chose to leave the NWCAA in the 1980's and begin directly regulating air quality. In mutual agreement with the State, SJC is now seeking to rejoin NWCAA to coordinate clean efforts through NWCAA. NWCAA has confirmed this will be budget neutral for Island County.

**Attachments:** **San Juan County letter to NWCAA, Draft Resolution for consideration by the Board**

**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 checked="" type="checkbox"/> Other: <u>Forward resolution to the PA if requested by Board</u>

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

**To:** Board of Island County Commissioners  
**cc:** Michael Jones, County Administrator; Sharon Sappington, Executive Director, Economic Development Council for Island County

**From:** Jennifer Noveck, Ph.D., managing consultant

**Date:** May 24, 2024

**RE:** June 5, 2024 Island County CEDS 2024-2028 Work Session

**Related Attachments:** (1) Island County Comprehensive Economic Development Strategy 2024-2029 revised DRAFT as of May 24, 2024; (2) CEDS Update and June 5, 2024 Work Session Presentation; (3) Public Comments received through May 17, 2024; and (4) Draft Resolution

---

In March 2023 the Board of Island County Commissioners voted in favor of cost-sharing the development of an Island County Comprehensive Economic Development Strategy (CEDS) with the Town of Coupeville and the Cities of Langley and Oak Harbor. Island County contracted with the Economic Development Council (EDC) for Island County to oversee and supervise the project. The EDC contracted with myself to serve as a consultant and project manager.

After meeting eight times over the past 14 months and reviewing multiple drafts of the Island County CEDS 2024-2028, the Island County CEDS Review Committee members present unanimously agreed at the May 2024 meeting to move the document forward with the Board of Island County Commissioners (BOCC) for adoption by resolution. As a result, the Review Committee also agreed that the Review Committee did not need to convene again in 2024 unless the BOCC had substantial comments or concerns with the document. The Review Committee currently plans to meet again in 2025 as part of the annual evaluation check-in meetings.

We are therefore attending a second work session On June 5, 2024 in order to provide you with an update on the work completed to date, including the Board's comments provided during the March 6, 2024 work session as well as public comments received between April 15 and May 17, 2024.

At the June 5, 2024 work session I intend to provide a brief overview and update, focused on:

- Summary of edits made in response to Board and public comments.
- CEDS review committee May 2024 discussion and meeting outcome.
- Discuss any additional feedback, comments, edits from the BOCC.

Finally, we will conclude with a discussion regarding the BOCC's preference to move the Island County CEDS 2024-2028 to a consent or regular agenda item.

Please send any additional comments, edits, or suggestions regarding the Island County CEDS 2024-2028 to [ceds@edcislandcounty.org](mailto:ceds@edcislandcounty.org) **no later than June 12, 2024 at 5pm PST**.

Thank you!

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF ISLAND COUNTY )  
ADOPTING THE 2024-2028 ISLAND )  
COUNTY COMPREHENSIVE )  
ECONOMIC DEVELOPMENT )  
STRATEGY (CEDS) )  
\_\_\_\_\_ )

RESOLUTION NO. C- -24

**WHEREAS**, the Economic Development Reform Act of 1998 identifies a Comprehensive Economic Development Strategy (CEDS) as a requirement to apply for assistance under the Economic Development Administration's (EDA) economic adjustment and public works program; and

**WHEREAS**, Public Law 105-393, implemented in 1999, amends the Public Works and Economic Development Act of 1965 and reauthorizes EDA programs for five years; and

**WHEREAS**, Island County Board of Island County Commissioners (the Board) voted in March 2023 to cost-share the development of an Island County CEDS with the Cities of Langley and Oak Harbor and the Town of Coupeville; and

**WHEREAS**, Island County contracted with the Economic Development Council for Island County (EDC) as the associate development organization (ADO) for Island County, to complete the CEDS process and develop an Island County CEDS draft 2024-2028 per EDQ requirements; and

**WHEREAS**, the EDC for Island County and the Island County Review Committee have completed a revised draft incorporating Board and public comments;

**WHEREAS**, the Board is committed to collaborating and coordinating with City, Town, Port, and other community partners to make economic development more sustainable, strategic, and programmatic in Island County;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that Board of Island County Commissioners adopts the Island County Comprehensive Economic Development Strategy (CEDS) 2024-2028.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

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Jill Johnson, Chair

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Melanie Bacon, Member

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Janet St. Clair, Member

**ATTEST:**

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Jennifer Roll, Clerk of the Board

# ISLAND COUNTY

## Comprehensive Economic Development Strategy (CEDS) 2024-2028

Updated Draft as of  
May 17, 2024



**Prepared by Jennifer Noveck, Ph.D.**

Consultant to the Economic Development Council for Island County

[ceds@edcislandcounty.org](mailto:ceds@edcislandcounty.org)



*City of* Langley Washington



This project is generously funded by Island County, the Town of Coupeville, and the Cities of Langley and Oak Harbor.

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## Executive Summary

### Introduction

In April 2023, Island County voted to cost-share the development of a Comprehensive Economic Development Strategy (CEDS) for Island County with the Town of Coupeville, and the Cities of Langley and Oak Harbor. [The Economic Development Council \(EDC\) for Island County](#) was selected to oversee the project and manage the contracted consultant. The EDC

was selected as it is the only countywide economic development organization in Island County and the EDC is also [the associate development organization \(ADO\)](#), a Washington State Department of Commerce designation, for Island County. This is the first time that Island County has developed a CEDS document or undertaken a countywide economic development strategy. The purpose in completing this process is to promote a more efficient, stable, programmatic approach to development in Island County and to fulfill Economic Development Administration (EDA) requirements in order to access funding opportunities.

## CEDS Process

According to the [EDA \(2023\)](#), a CEDS is a strategy-driven plan for regional economic development and is the result of a locally-owned planning process designed to build capacity and guide economic prosperity and resiliency in the region. The purpose of a CEDS document is threefold. First, having an active and up to date CEDS provides Island County, and all of the public agencies within it, with the opportunity to access EDA funding opportunities for infrastructure, workforce development, and resiliency. These are relatively large pools of funding for critically needed projects. Second, having a strategy allows development in Island County to be more programmatic and less ad hoc. Finally, the CEDS leverages existing strategies and plans, while also increasing alignment between them.

The CEDS cycle begins with the EDA, which issues guidance. The EDA engages with federal stakeholders and identifies strategic investment priorities. Each region has a local representative that public agencies, such as the County, work with on an array of programs and funding opportunities, including CEDS planning.

The EDA provides content guidelines for preparing a CEDS but also allows the flexibility for a CEDS to emphasize strategies or issues important to a region as long as the process and outcomes do not conflict with the guidelines. As neither Island County nor any other jurisdiction within the county received EDA funding to prepare the CEDS, nor is Island County part of an EDA-designated economic development district (EDD), this CEDS document is considered an “alternative CEDS” and a “non-EDA funded CEDS.”

One requirement of the EDA for all CEDS is that a Review Committee be developed in order to advise and inform the process and the document. Island County CEDS Review Committee was created in May 2023 and is scheduled to hold eight meetings over the 14-month planning period (April 2023 – June 2024), in which they provided extensive input and feedback to the every aspect of CEDS report. Broad stakeholder engagement is another requirement of the CEDS process and as such extensive stakeholder engagement was conducted among Island County residents, businesses, and nonprofits via a SWOT survey and in-depth one-on-one interviews with key stakeholders.

The 2024-2028 report development was led by the EDC, the project was managed and report written by Jennifer Noveck, Ph.D., overseen by the CEDS External Review Committee, and informed by broad stakeholder engagement within the community throughout the process. The Review Committee included representatives from Island County, the Town of Coupeville, the Cities of Langley and Oak Harbor, Port of Coupeville, the Port of South Whidbey, Naval Air Station Whidbey Island (NASWI), Clinton Community Council, Washington State University

(WSU) Extension Island County, Skagit Valley College (SVC), Sno-Isle Libraries (Camano Island Branch), Island Transit, Camano Chamber of Commerce, and the Oak Harbor Chamber of Commerce.

The CEDS Review Committee met eight times June 1, 2023 – May 9, 2024. The Review Committee reviewed and provided detail feedback and input on: committee composition, SWOT survey, SWOT results, sectors of focus, stakeholder outreach list, priorities coming out of the SWOT results, as well as the vision, goals, sub-goals, action plan, evaluation framework, resiliency planning, public comments and resulting edits, as well as multiple drafts of the full document.

## **Public Participation**

Stakeholder engagement ran from May 1, 2023 through May 17, 2024 and involved:

- A public SWOT survey that was open from May 1 - October 23, 2023, resulting in 181 responses
- Targeted stakeholder outreach to over 300 businesses and nonprofits that occurred from August - November 2023, resulting in 80 interviews (30 to 60 minutes each)
- Soliciting input and feedback on sector and jurisdictional SWOT analyses, vision, goals, sub-goals, strategic priorities, and the action plan
- A 30-day public comment period running from April to May 2024

## **SWOT Analysis**

To meet EDA requirements, a SWOT analysis was conducted using multiple forms of stakeholder engagement. SWOT analyses are often used as a strategic planning assessment tool, by private, public and nonprofit actors. According to the International Economic Development Council (IEDC), a SWOT analysis “should aim to provide a clear picture of community assets that are important to local businesses, as well as community weaknesses that need to be addressed” (pg. 16).

## **Resulting Priorities Identified**

Drawing on the regional SWOT results, the industry-level SWOTs, and extensive stakeholder engagement, including over 80 key stakeholder interviews, several high priority issues currently affecting business and economic development Island County were identified:

A lack of social and economic infrastructure including

- Available, affordable, quality housing
- Available, affordable, quality childcare
- Wages inconsistent with the cost of living and inflation
- Labor shortages in multiple sectors

A lack of physical infrastructure

- All utilities, but in particular sewer, water, and internet
- Lack of redundancies for critical infrastructure
- Lack of industry-specific infrastructure (e.g. food processing, licensed slaughter)
- Unreliable and inconsistent ferry service

In addition to identifying economic, physical, and social infrastructure needs, stakeholders consistently expressed their desire to protect the environment and natural beauty of Island County. These concerns ranged from shorelines and sea level rise to the broader impacts of climate change and tourism on the islands to everyday conservation of Whidbey and Camano Island's natural environment. The SWOT clearly demonstrates that the public believes that Island County's biggest asset is its geographic location and beauty. It is important to note this key consensus, as climate resilience is directly related to economic resilience.

The Vision, Goals, and Action Plan reflect these priorities.

### **Vision**

The CEDS External Review Committee envisions “a robust and diverse economy that leverages existing community assets, establishes, upgrades, and maintains resilient critical infrastructure, supports business and workforce vitality, sustainably manages natural resources, promotes equity and inclusivity, and increases resident quality of life.”

### **CEDS Goals**

1. Improve and develop resilient critical infrastructure.
2. Support existing local businesses and community assets, increase diversification, and promote Island County as an attractive business environment.
3. Align quality education and skills training programs with employer needs and create living wage job opportunities in Island County.
4. Sustainably manage the natural beauty and resources of Island County.
5. Deepen collaboration and coordination between Island County and regional partners.

For every CEDS goal, there are multiple sub-goals and an associated Action Items. For details, see Section 3.3: Action Plan.

### **Evaluation Plan**

Island County intends to fund a third party responsible for evaluation monitoring and generating an annual progress report for all partners using Rural County Economic Development (RCED) funds. The third party will be responsible for coordinating the annual Review Committee meeting as well as a quarterly review schedule to meet with responsible partners and collaborators regularly.

On a quarterly basis, the evaluator will meet with relevant partners to discuss progress on the goals they are responsible for. Quarterly meetings can also be used to identify ongoing gaps, additional partners, funding, and so on, related to the specific goal or sub-goal. The evaluator will also coordinate with relevant established committees (e.g. Transportation, Tourism, Broadband, etc.) and will be responsible for updating the CEDS Project List annually and on an as needed emergency basis.

For additional detail on every section, please see the full plan below.

## Section 1. Summary Background

### 1. Introduction

In April 2023, Island County voted to cost-share the development of a Comprehensive Economic Development Strategy (CEDS) for Island County with the Town of Coupeville, and the Cities of Langley and Oak Harbor. [The Economic Development Council \(EDC\) for Island County](#) was selected to oversee the project and manage the contracted consultant. The EDC was selected as it is the only countywide economic development organization in Island County and the EDC is also [the associate development organization \(ADO\)](#), a Washington State Department of Commerce designation, for Island County. This is the first time that Island County has developed a CEDS document or undertaken a countywide economic development strategy. The purpose in completing this process is to promote a more efficient, stable, programmatic approach to development in Island County and to fulfill Economic Development Administration (EDA) requirements in order to access funding opportunities.

### 2. CEDS Purpose, Process, and Review Committee

According to the [EDA \(2023\)](#), a CEDS is a strategy-driven plan for regional economic development and is the result of a locally-owned planning process designed to build capacity and guide economic prosperity and resiliency in the region. The purpose of a CEDS document is threefold. First, having an active and up to date CEDS provides Island County, and all of the public agencies within it, with the opportunity to access EDA funding opportunities for infrastructure, workforce development, and resiliency. These are relatively large pools of funding for critically needed projects. Second, having a strategy allows development in Island County to be more programmatic and less ad hoc. Finally, the CEDS leverages existing strategies and plans, while also increasing alignment between them.



**Figure 1:** The CEDS Cycle and Stakeholder Engagement Process.

**Figure 1** above illustrates the CEDS cycle and stakeholder engagement process. The CEDS cycle begins with the EDA, which issues guidance. The EDA engages with federal stakeholders and identifies strategic investment priorities. Each region has a local representative that public agencies, such as the County, work with on an array of programs and funding opportunities, including CEDS planning.

The EDA provides content guidelines for preparing a CEDS but also allows the flexibility for a CEDS to emphasize strategies or issues important to a region as long as the process and outcomes do not conflict with the guidelines. As neither Island County nor any other jurisdiction within the county received EDA funding to prepare the CEDS, nor is Island County part of an EDA-designated economic development district (EDD), this CEDS document is considered an “alternative CEDS” and a “non-EDA funded CEDS.”

While a CEDS report must be updated every five years to remain eligible to compete for EDA funding, a county is not mandated to do so if it does not plan to seek funds in any given year, or if it does not wish to have an overall economic development strategy. However, many states, including Washington, require counties to have an approved strategy in order to be eligible for certain funding programs that support local economic development. Island County could also eventually require that projects be linked to the CEDS goals and priorities for its own Rural County Economic Development (RCED) fund applications. There are also many other federal funders who either require projects be part of a regional strategy or who award more points to projects that are a part of a regional strategy. Having a CEDS, therefore, provides Island County with many potential financial benefits and economic development opportunities.

One requirement of the EDA for all CEDS is that a Review Committee be developed in order to advise and inform the process and the document. Island County CEDS Review Committee was created in May 2023 and is scheduled to hold eight meetings over the 14-month planning period (April 2023 – June 2024), in which they provided extensive input and feedback to the every aspect of CEDS report. Broad stakeholder engagement is another requirement of the CEDS process and as such extensive stakeholder engagement was conducted among Island County residents, businesses, and nonprofits via a SWOT survey and in-depth one-on-one interviews with key stakeholders.

The 2024-2028 report development was led by the EDC, the project was managed and report written by Jennifer Noveck, Ph.D., overseen by the CEDS External Review Committee, and informed by broad stakeholder engagement within the community throughout the process. The Review Committee included representatives from Island County, the Town of Coupeville, the Cities of Langley and Oak Harbor, Port of Coupeville, the Port of South Whidbey, Naval Air Station Whidbey Island (NASWI), Clinton Community Council, Washington State University (WSU) Extension Island County, Skagit Valley College (SVC), Sno-Isle Libraries (Camano Island Branch), Island Transit, Camano Chamber of Commerce, and the Oak Harbor Chamber of Commerce.

Recognizing the vital importance of Island County's economic and geographic connections to Skagit and Snohomish Counties, the Review Committee also included leadership from the Economic Alliance for Snohomish County (EASC) and the Economic Development Alliance for Skagit County (EDASC). Additionally, the Executive Director of the EDC and both Project Managers were also on the committee. Review committee members are listed below.

### **Island County CEDS 2024-2028 Review Committee**

**Magi Aguilar**, Executive Director, Oak Harbor Chamber of Commerce

**Karen Bishop**, Former Conservation District Manager and Ebey Road Farm

**Kelli Bragg**, Camano Island Library Manager, Sno-Isle Libraries

**Bristol Carter**, Project Manager, EDC for Island County

**Michael Clyburn**, Clinton Community Council

**Joshua Engelbrecht**, Associate Planner, Town of Coupeville

**Darren Greeno**, Vice President for Academic Affairs, Skagit Valley College

**Patricia Griffin**, Project Manager, EDC for Island County

**Jackie Henderson**, Councilmember, Town of Coupeville + Former Tourism Committee Chair

**Wendy Horn**, Grants Administrator, City of Oak Harbor

**Loren Imes**, Master Gardener, WSU Extension Island County

**Jill Johnson**, Commissioner, Board of Island County Commissioners

**John Lanier**, Senior Long Range Planner, Island County

**Steve McCaslin**, Economic Development Coordinator, City of Oak Harbor

**Jessica McCready**, Executive Director, Camano Chamber of Commerce

**Chris Michalopoulos**, Executive Director, Port of Coupeville

**Mary Hogan**, Project Manager, Port of Coupeville<sup>1</sup>

**Todd Morrow**, Executive Director, Island Transit

**Angi Mozer**, Executive Director, Port of South Whidbey

**Meredith Penny**, Director, Community Planning and Building, City of Langley

**Sharon Sappington**, Executive Director, EDC for Island County

**John Sternlicht**, CEO, Economic Development Alliance of Skagit County

**Aaron Weinberg**, Economic Development Manager, EDASC<sup>2</sup>

**Brian Tyhuis**, Community Planning and Liaison Officer, Naval Air Station Whidbey Island

### **Former Island County CEDS 2024-2028 Review Committee Members**

**Garry Clark**, Former Executive Director, Economic Alliance of Snohomish County<sup>3</sup>

**Donna Keeler**, Former Planning Director, Town of Coupeville<sup>4</sup>

**Steve McCaslin**, Economic Development Coordinator, City of Oak Harbor<sup>5</sup>

**Mark Rentfrow**, Former City Administrator, City of Langley<sup>6</sup>

<sup>1</sup> Alternate when the Executive Director cannot attend.

<sup>2</sup> Alternate when the Executive Director cannot attend.

<sup>3</sup> A member of the Review Committee from June 1 – December 31, 2023.

<sup>4</sup> A member of the Review Committee from June 1 - October 21, 2023.

<sup>5</sup> A member of the Review Committee from May 1 – March 1, 2023.

<sup>6</sup> A member of the Review Committee from September – December 2023.

The CEDS Review Committee met eight times June 1, 2023 – May 9, 2024. The Review Committee reviewed and provided detail feedback and input on: committee composition, SWOT survey, SWOT results, sectors of focus, stakeholder outreach list, priorities coming out of the SWOT results, as well as the vision, goals, sub-goals, action plan, evaluation framework, resiliency planning, public comments and resulting edits, as well as multiple drafts of the full document.

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Additional information on the stakeholder process, including SWOT results, interviews, and the public comment period can be found in Appendices 2-5.

As part of the planning process, the consultant met with the EDA Region X representative, reviewed CEDS best practices, and identified multiple relevant examples of CEDS in other communities in Washington and the United States. Local reports, strategies, plans, and other relevant documents that were consulted for this report can be found in Appendix 6.

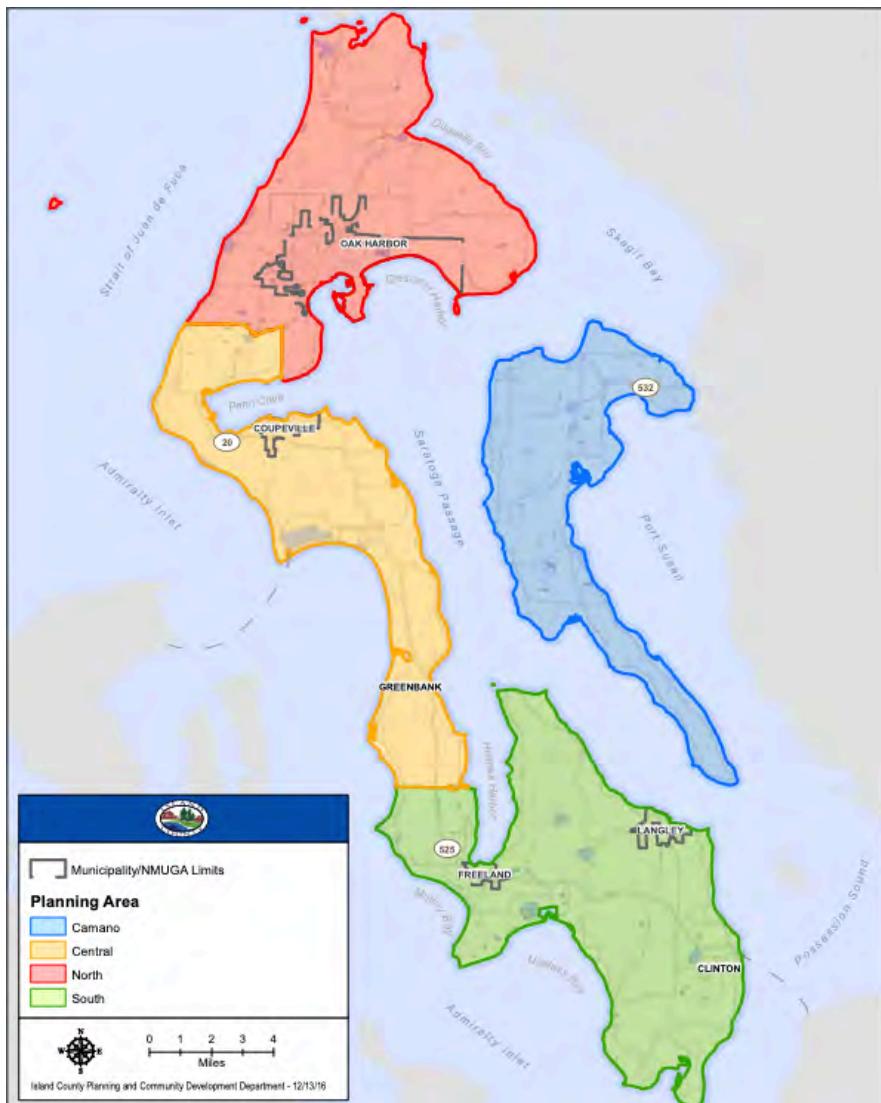
### **3. Geography**

Island County is on the land of the Upper Skagit, Tulalip, dxʷs" qʷʷ bš (Suquamish), and sduhubš (Snohomish) tribes and people past and present.<sup>7</sup> The settled islands of Island County include Camano and Whidbey Islands. County jurisdiction also includes the small islands of Ben Ure, Smith, Deception, Strawberry, Baby, Minor, and Kalamut. Island County shares borders with Skagit and Snohomish Counties to north and east and the San Juan Islands and the Olympic Peninsula are to the west. Island County has a total land area of 208 square miles, making it the second smallest county in the state of Washington.

According to the [Island County's Comprehensive Plan \(2016\)](#), rural zoning is the largest zoning classification in Island County and 33% of rurally zoned land is undeveloped. As shown in **Figure 2**, there are four planning areas in Island County, which is also useful when considering regional economic, demographic, and environmental characteristics: Camano Island, North Whidbey, Central Whidbey, and South Whidbey.

<sup>6</sup> A member of the Review Committee from September – December 2023.

<sup>7</sup> Drawn from [Native Land Digital](#), a mapping tool. The tool notes in its disclaimer that it does not represent or intend to represent official or legal boundaries of any Indigenous nations. To learn about definitive boundaries, contact the nations in question.



**Figure 2:** This map shows the four county planning areas, which are also Census Sub-Divisions. Camano Island is shown in blue, North Whidbey in red, Central Whidbey in yellow, and South Whidbey in green (Island County Planning and Community Development 2016).

There are two incorporated cities and one incorporated town (or urban growth areas) (UGAs) in Island County: the cities of Langley and Oak Harbor and the Town of Coupeville. There is one designated Non-Municipal Urban Growth Areas (NMUGAs), Freeland, as well as multiple Rural Areas of More Intense Development (RAIDs).

NMUGAs are areas where urban growth “will be encouraged and supported with urban levels of service, but are not incorporated.” RAIDs “permit the infill, development or redevelopment of preexisting rural communities outside of UGAs at a greater density than typical rural development” (Comprehensive Plan 2016, p. 6).

#### 4. Infrastructure

Decaying or insufficient infrastructure is Island County's biggest challenge and Island County's biggest opportunity, according to public, private, and nonprofit stakeholders at the local, county, state, and federal level.

In particular, ensuring access to potable water, addressing aging septic systems, expanding sewage services, improving access to high-speed internet, reducing car traffic, and increasing the reliability of the ferry would greatly enhance economic resiliency and opportunities for development in Island County. The utilities and transportation sectors create living wage jobs in Island County, so investments have the added benefit of spurring job growth.

##### **Water**

The Environmental Protection Agency (EPA) designates Island County as a sole source aquifer system. This means that the majority of Island County, including Camano Island and unincorporated Whidbey Island, is reliant upon groundwater as a potable water source. The entire county is part of the Island County Watershed or [Water Resource Inventory Area \(WRIA\) 6](#).

The majority of the potable water infrastructure in Island County is privately owned property. The notable exceptions are the municipal systems owned and operated by the Cities of Langley and Oak Harbor and the Town of Coupeville. The City of Oak Harbor operates the largest municipal water system in the county. The water is primarily sourced from Anacortes (via the Skagit River) through two pipelines. The City of Oak Harbor owns the pipelines and uses this source to supply the city and NASWI.

Accordingly, there are two options to acquire water in Island County: access the public water supply or individual well. This means connecting to an existing water system (only available within Coupeville, Langley, and Oak Harbor UGAs), use a permit-exempt well if the project meets the limits under Washington state law. In addition to the fact it is a sole source aquifer, Washington State Department of Ecology (2023, p. 2) notes that surface water closures, precipitation levels, and seawater intrusion may impact availability of water in Island County.

Developed shorelines and peninsular regions of Island County have been experiencing seawater intrusion (and thus potentially salinization of the water supply) for many years (Comprehensive Plan 2016, p.17-23). Island County has therefore proactively managed its water resources, including its groundwater resources, for which it has developed resource evaluation and management policies. This includes agency review of any project in Island County that involves Island County groundwater resources. The GMA also has a water adequacy requirement for building permits and subdivisions.

Additionally, much of South Whidbey and Camano Island populations are supplied potable water by local water districts, systems, or wells. According to [Camano Water Association](#) (2023), they are one of more than 300 water systems on Camano Island. In addition to associations, according to the Washington Association of Sewer and Water Districts (WASWD) (2023) there are 19 official Sewer and Water Districts in Island County, which serve an estimated 13.8% of population water, and 2.2% with sewer services. Well construction and

permitting is monitored and governed by the [Washington State Department of Ecology's Well Construction and Licensing Office](#). Ecology also maintains a [mapping database](#), which logs water wells, resource protection wells, decommissioned wells, as well as multiple other well types.

Island County's [Drinking Water program](#) oversees and coordinates well and water systems review and approval for individual and public water systems, which includes wells serving only one single family residence, or two residences on the same property, as well as Group B (<15 connections <25 people per day) public water systems. Group A (>=15 connections, >=25 per day for 60 or more days per year) systems are regulated by Washington State Department of Health.

In terms of protecting water as natural resource, the county collects, monitors, and analyzes multiple sources of water quality data, which is available for the public to access at the [Island County Hydrogeology Dashboard](#).<sup>8</sup> This is where data related to water quality and water level monitoring are housed in order to monitor trends in groundwater quality, availability, as well as to estimate future groundwater capacity. Expanding efforts to survey water systems infrastructure is another opportunity for sustainable groundwater management. The Island County Public Health Board has a Water Resources Advisory Committee (WRAC), which can be activated at the Board's discretion and as their expertise is needed.

### **Sewer and Septic Systems**

While most new development within UGAs is required to be served by public sewer and water, approximately 72% of Island County residents use an onsite sewage (septic) system ([Island County On-Site Sewage Program 2023](#)).<sup>9</sup> Island County has an [Onsite Sewage System program](#), which provides education, advisory, and permitting services for owners of septic systems and septic professionals. There is concern that many homes in Island County have aging or decaying septic systems. In 2007, Island County implemented the [Homeowner Septic Training \(HOST\)](#) program, which allows those who are not adjacent to a marine shoreline with simply gravity systems to become certified to inspect their own septic. The State Health Code requires annual inspection of all systems with a pump, and every three-year inspection of gravity only systems. Island County Public Health is currently developing a plan to push educational materials and videos out to property owners to further the understanding of the serious risks involved with septic systems that have aged beyond their designed lifespan.

Three potential opportunities to allay reliance upon septic systems came up in SWOT results and stakeholder interviews. One opportunity is to plan for a sewer installation in Freeland, which is the County's only NMUGA and currently has a Public Water and Sewer District, which has the authority to annex and create Utility Local Improvement Districts (ULIDs). The second option is a sewer installation in Clinton. Clinton is quite similar to Freeland in terms of land use and has potential as a gateway, but also lacks a sewer installation and has been experiencing

<sup>8</sup>PFAS contamination of wells and groundwater is a concern of many citizens in Island County. See [Goldstein-Street \(2023\)](#) and [Stensland \(2022\)](#).

<sup>9</sup> Exceptions occur in NMUGAS where constraints can support granting waivers to allow private wells and septic systems (Comprehensive Plan 2016, p. 55).

problems with aging septic systems, stormwater management, and slope stability (Comprehensive Plan 2016, p. 34). Although Clinton is a RAID, the County has previously identified it as being a location to potentially designate as a NMUGA, which would set the stage for sewer system development. This option is controversial and lacks support in South Whidbey. It also does not have the full approval of the current Clinton Community Council.

Finally, there is also opportunity to incentivize alternatives to single family systems, include LOSS and Step Systems that support density and reduce risk of pollution in unincorporated Island County. The comprehensive wastewater study, which is currently underway, will outline opportunities to expand sustainable solutions. Overall, expanding access to potable water and sewage facilities are major opportunities and challenges for Island County moving forward.

## **Energy**

Washington State's [Energy Strategy](#) (2020) was enacted into law in 2020 and was designed to provide a roadmap for meeting the state's greenhouse gas emission limits. The law commits the state to limits of 45% below 1990 levels by 2030, 70% below 1990 levels by 2040, and 95% below 1990 levels with net zero emissions by 2050 (p.15). As for electricity, which accounts for 16% of the state's emissions, the law requires electric to be 100% clean by 2030 and by 2050 providers are required to roughly double reliable output.

Whidbey and Camano Island residents and businesses get their power from two sources: Puget Sound Energy (PSE) and Snohomish County Public Utility District (SNOPUD). Whidbey Island gets electrical service from PSE, whereas Camano Island is served by SNOPUD. PSE serves approximately 37,000 commercial and residential locations on Whidbey Island and operates and maintains approximately 600 miles of overheard facilities and 500 miles of underground cables. SNOPUD operates and maintains 203.5 miles of overhead and 99.89 miles of underground cables on Camano Island.

Washington's [Clean Energy Transformation Act \(CETA\)](#) was passed in May 2019 and committed Washington State to have an electricity supply free of greenhouse gas emissions by 2045. In response, [PSE \(2021\)](#) and the [SNOPUD](#) (2021) have developed a Clean Energy Implementation Plans (CEIP), which provide a four-year roadmap to guide their investments and clean energy priorities for 2022-2025. For PSE, the plan includes a goal to have coal-free electricity by 2025, with 63% of electric supply being sourced from renewable or non-emitting resources, to be carbon neutral by 2030, and by 2045 to have 100% clean electricity. PSE also has updated its clean energy milestones in its [Integrated Resource Plan \(IRP\)](#) and [10-year Clean Energy Action Plan \(CEAP\)](#).

Because the SNOPUD's current portfolio does not include any carbon emitting sources, they have already met the requirement to have clean electricity. Their [CEIP \(2022\)](#) sets an energy efficiency target and are focused on acquiring conservation, demand response, and energy storage. The SNOPUD's [IRP \(2021\)](#) similarly outlines these goals.

In terms of the fuel mix that is used to generate electricity, PSE and SNOPUD have a different mix of fuel sources, found in **Table 1** below.

Fuel Type	PSE	SNOPUD
Coal	23%	0%
Hydroelectric	24%	84%
Natural Gas	27%	0%
Nuclear	<1%	11% <sup>1</sup>
Other <sup>2</sup>	1%	0%
Solar	1%	0%
Unspecified	14%	4%
Wind	9%	2%
<b>Total</b>	<b>100%</b>	<b>100%</b>

**Table 1:** Electricity Fuel Mix for [PSE \(2020\)](#) and [Snohomish PUD \(2021\)](#). 1: Provided by Bonneville Power Administration (BPA). 2: Other includes biomass non-biogenic, and petroleum.

The details of this energy transition are important to pay attention for many reasons, but especially as Island Transit transitions to zero emissions and many residents and businesses acquire electric vehicles. Island County need additional charging station infrastructure to accommodate these changes, which will also ultimately put additional pressure on PSE and SNOPUD's existing electrical grids.

Both utility providers have completed several projects in recent years to improve service to Island County customers. For example, in 2016 PSE completed its Maxwelton substation to provide backup power to its Langley substation. This project also included installing additional distribution lines and rebuilding an existing transmission line ([PSE 2015](#)). Between 2007-2019, PSE's vegetation management crews trimmed and removed trees along 129 miles of transmission lines across Whidbey Island, as fallen trees and tree limbs were historically the main cause of power outages on the island ([PSE 2023](#)).

To increase reliability in Stanwood and Camano Island, the SNOPUD built a new double bank substation and has plans to rebuild another. Twin City Substation, which was completed in 2022, replaced the now decommissioned North Starwood Substation. They also plan to rebuild the North Camano Substation by 2025 ([SNOPUD 2023](#)).

Continued improved reliability and reduction of outage hours, as well as reducing the number of consumers impacted by each outage, are goals of both utility providers and critical to economic development in Island County.

## **Internet**

The Washington State Broadband Office (WSBO) was established by the Washington State Legislature in 2022 and was tasked with promoting access, achieving download/upload speeds for businesses, residents, and communities. It is the goal of the state of Washington that:

- By 2024: 25/3 megabits per second (Mbps) scalable to all residences and businesses
- By 2026: 1/1 gigabit per second (Gbps) for all anchor institutions
- By 2028: 150/150 Mbps for all residents and businesses

Additionally, WSBO is currently leading a state planning process to develop a Five-Year Action Plan and State Digital Equity Plan. The [Internet for All Initiative \(2023\)](#) is intended to create reliable, high-speed internet across the state, ensuring that people not only have internet access, but the tools and skills required to take advantage of the benefits of connectivity and inclusion.

Island County's Broadband Action Team, coordinated by the Island County Commissioners and led by Island County Commissioner Janet St. Clair, have identified and outlined under and unserved areas of the county in Island County's Broadband and Digital Equity Local Action Plan (2023).

According to the Local Action Plan (2023, p. 6) there are 8,829 unserved entities in Island County, mostly in rural, unincorporated areas. About 50% of Camano Island is served at 100/20 Mbps or above. Whidbey Island is 93% served (Local Action Plan 2023 p.9-10). Unserved areas in Island County typically fall along the coastline. These unserved areas include central Whidbey in rural areas outside of Coupeville to Fort Ebey State Park, parts of north Whidbey, north Camano (Gateway), and south Camano. The middle of Whidbey Island struggles with service and while only three percent are completely unserved, 33% are underserved. The Plan (2023, p.10) also notes that some data sets suggest there are more significant underserved areas in south Camano Island than previously assessed. Hard-to-serve underserved areas are usually neighborhoods of 20-plus homes served by aging copper or coax or end-of-street outages due to the limitations of the infrastructure and the capacity of the network architecture.

NASWI is only ten percent served through commercial carriers while remaining on-base infrastructure is owned and managed by the Department of Defense. This technology is separate from, and not accessible to, local civilian infrastructure.

The plan also notes constraints to future broadband development in Island County, which include the combination of difficult topography, isolated locations, and prohibitive costs. Many areas are heavily treed, making terrestrial and wireless service difficult. In more rural areas with lower population densities, these geographic challenges make most service delivery cost prohibitive (Local Action Plan 2023, p. 10).

Internet connectivity and improved reliability and speed are major challenges that limit growth, particularly on some parts of Camano and South Whidbey. Therefore, increasing the reliability and resiliency of internet infrastructure is a major opportunity and priorities for Island County. This is especially true given the increase of remote and hybrid work options, as well as the

needs of businesses, residents, schools, hospitals, and emergency services, all of which rely upon the internet to conduct large portions of their business and activities.

### **Transportation**

Island County can be accessed via State Route 20 over Deception Pass, State Route 532 to Camano or the Washington State Ferries (WSF) system via the [Mukilteo-Clinton](#) and the [Port Townsend-Coupeville](#) ferry routes. State Route 525 highway serves Mukilteo and becomes the terminus of SR 526 before taking its ferry route to Clinton on Whidbey Island. SR 525 traverses Whidbey Island's interior.

Island County has unique transportation challenges. This is in part due to being environmentally fragile islands, and in part due to being two disconnected islands. For example, in order to travel between Whidbey and Camano Islands, without personal water or aircraft, the options are to take the Clinton-Mukilteo Ferry from Whidbey and travel through Snohomish County to get to Camano or drive north and cross the Deception Pass Bridge, then travel through Skagit and Snohomish Counties to get to Camano. It takes a minimum of 90 minutes to travel less than five miles.

Currently the Mukilteo-Clinton ferry has two boats ([Suquamish](#) and [Tokitae](#); both vehicle and passenger ferries that allow a maximum of 144 vehicles). The Port Townsend-Coupeville route has just one boat ([Salish](#); a vehicle and passenger ferry that allows a maximum of 64 vehicles). All three are propelled by diesel. The unreliability of these ferries, particularly when compared to the past, is presenting a major challenge to businesses and residents in Island County, especially those on Whidbey Island.

Island County founded the [Island Regional Transportation Planning Organization \(IRTPD\)](#) in 2016, which carries out joint transportation efforts by Island County, municipalities, ports, Island Transit, Washington State Department of Transportation (WSDOT), and major employers. Additional transportation related issues identified by the RTPD and in [Island Access 2045](#) are issues with off ferry speeds, bridge speeds, traffic flow at every ingress and egress point.

Island Transit serves [Whidbey and Camano Islands](#). Island Transit is the business name for the Island County Public Transportation Benefit Area (PTBA), and it is a municipal corporation.<sup>10</sup> Island Transit's [Transit Development Plan \(TDP\)](#) identifies how the agency has and will meet local and state long range priorities for public transportation through capital improvements, operating changes, and other programs. The plan also addresses how to fund such programs. The TDP aligns with Washington's transportation system goals ([RCW 47.04.280](#)), and supports regional and local comprehensive planning and economic objectives within Island County.

Recent federal and state funding allocations and bills provide tremendous opportunities for Island County's transportation infrastructure. At the federal level, the Bipartisan Infrastructure Law, also known as the [Infrastructure Investment and Jobs Act \(IIJA\)](#), provides unprecedented

<sup>10</sup> The PTBA is authorized by [RCW 36.57A](#) and is a separate governmental entity from Island County.

levels funding for infrastructure. [The Move Ahead Washington State](#) investment package also provides historic levels of state funding. Both provide funding for local transit agencies, such as Island Transit.

As discussed in the following **Section 1.5 on Economic Conditions**, transportation, as well as many of the other utilities described in this section, creates 2,000 jobs in Island County (Figure 7). Developing infrastructure capacity is therefore a major opportunity in Island County.

### ***Blue Economy Infrastructure***

Island County also has two port districts: [The Port of Coupeville](#) (POC) and the [Port of South Whidbey](#) (POSW). In Washington State, port commissions establish long-term strategies for a port district, including creating policies to guide development, growth, and operations of the port. A port district's primary goal is economic development and family wage jobs that encourage prosperity throughout the port's district ([WPPA About Our Ports 2023](#)). Therefore, port districts are unique and special economic actors in the Washington State economy.

The Port of Coupeville's district boundaries range from the north side of Penn Cove, wraps around the west side of Penn Cove, encompasses all of Coupeville, and extends south through Greenbank South past Classic Road, just north of Freeland. The POC manages and maintains [the Greenbank Farm](#) and [the Coupeville Wharf](#), which is currently undergoing a rehabilitation project. It is currently in the planning and permitting phase of their broadband project, which is projected to bring broadband to 1043 homes in Central Whidbey. Details of these and other POC projects can be found in their updated [Comprehensive Scheme of Harbor Improvements and Strategic Plan for 2010-2026](#).

The Port of South Whidbey's district covers from south of Classic Road, including Freeland, Clinton, and Langley. The POSW owns and maintains several facilities, including the [South Whidbey Harbor in Langley](#), the [Whidbey Island Fairgrounds and Events Center](#), the associated [Fairgrounds Campground](#), the [Humphrey Road Ferry Parking Lot](#), the [Bush Point Boat Ramp](#), [Possession Beach Waterfront Park](#), and [Clinton Beach Park, Pier and Dock](#). They are also considering an affordable workforce housing project as part of its plan for improvements to the Whidbey Island Fairgrounds and Events Center. More details can be found at their recently updated [Comprehensive Scheme of Harbor Improvements for 2023](#).

Additionally, there are several marinas in Island County. Near Deception Pass, there are two marinas in Cornet Bay, [Deception Pass Marina](#), which is privately owned, and [Cornet Bay Marina](#), which is operated by Deception Pass State Park. The Port of South Whidbey's Harbor at Langley is also a marina.

Oak Harbor Marina is the largest marina in Island County. 77% of the tenants are from Island County, including 49% percent from Oak Harbor. The City of Oak Harbor currently has a marina improvement project to redevelop a boat repair and storage facility and to dredge the marina, which they believe will increase revenue and jobs via increased dry boat storage and improved repair and maintenance services, which will ultimately make Oak Harbor Marina a full service marina.

Oak Harbor was awarded a \$675,000 RCED grant and is in the process of purchasing the Mariner's Haven property and business. The city is contributing an additional \$75,000. The last time the marina was dredged was 2010-2011, when 20,000 cubic yards of material were removed for \$2,750,000 ([City of Oak Harbor RCED Grant Presentation 2023](#)).

### ***Housing***

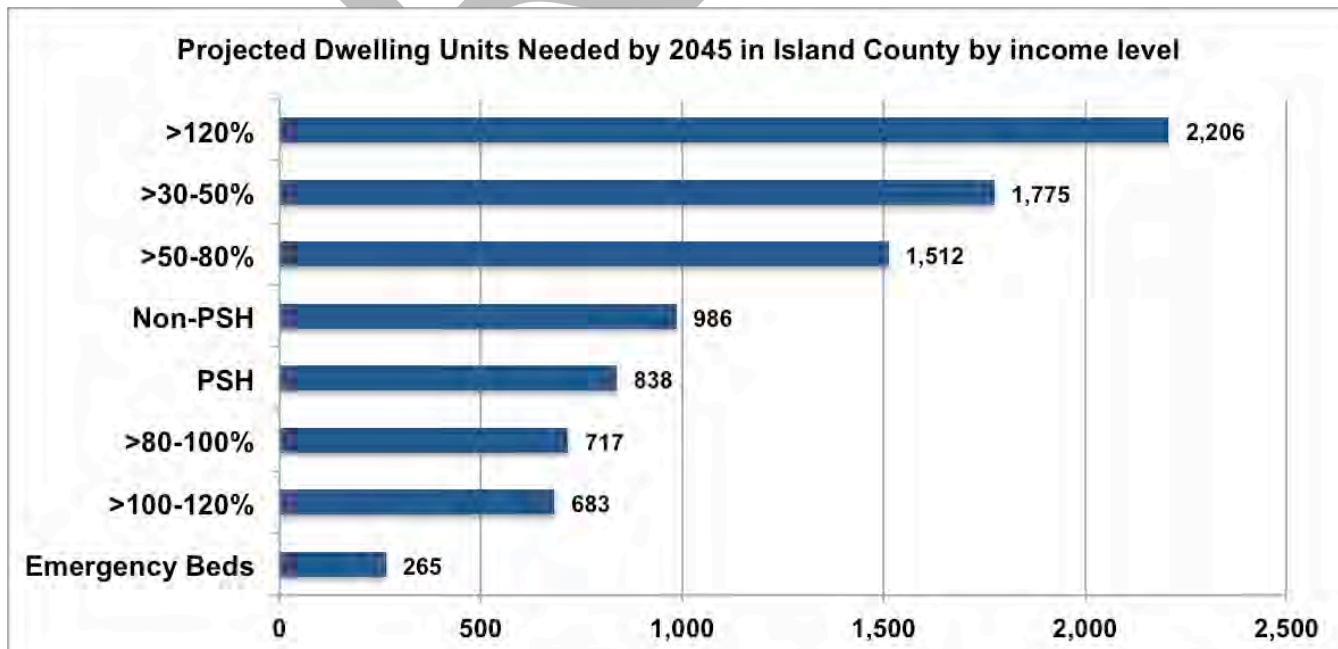
Washington State estimates that 1.1 million new homes need to be built in the next 20 years.

[House Bill 1220 \(HB 1220\)](#) amends the GMA housing goal to “plan and accommodate” housing affordable to all income levels. HB 1220 directs the Department of Commerce to provide existing and future housing needs for communities in Washington, including units for moderate, low, very low and extremely low-income households, and for emergency housing, emergency shelters and permanent supportive housing.

The housing availability and affordability crisis in Island County is acute. In terms of availability, according to the 2020 Census, 41,922 housing units were counted in Island County. The Census Bureau (2017-2021) estimated that 73.2% of housing units were occupied, which is higher than a rate of 63.6% owner occupation in Washington State.

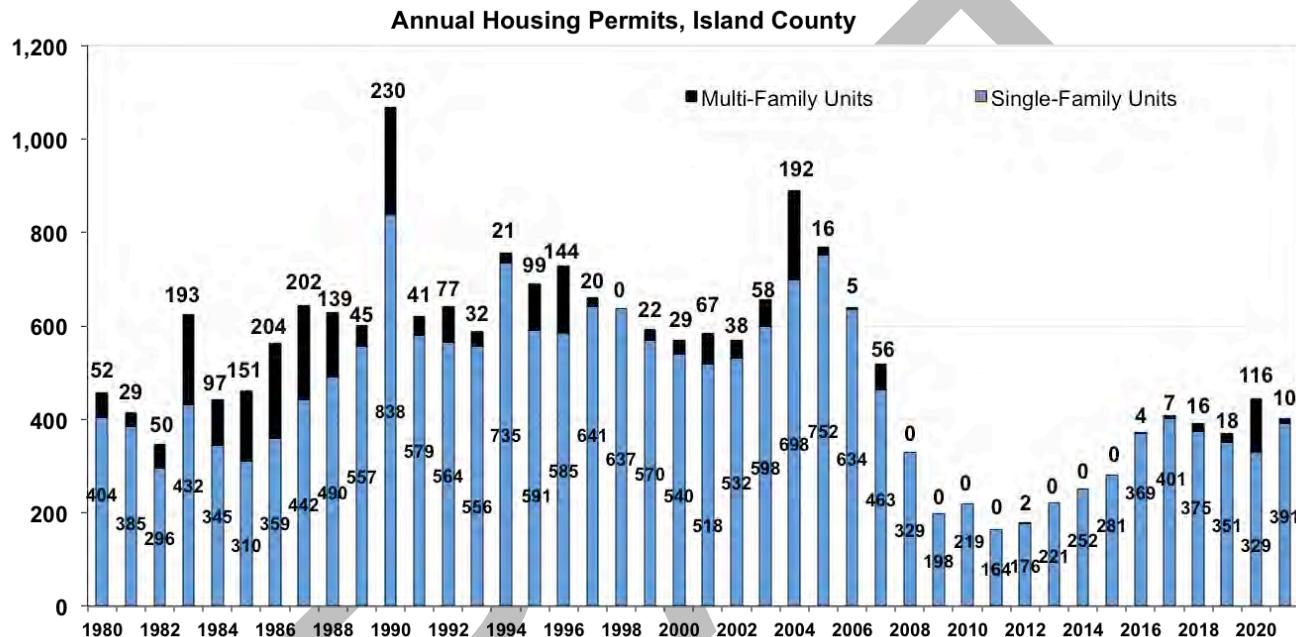
The Washington State Department of Commerce’s [Housing All Planning Tool](#) (HAPT) indicates that a total of 8,717 housing units will need to be built within the 2025 – 2045 planning period in Island County. This is based on 2045 population projection adopted by the Island County Board of County Commissioners in Resolution C-85-23, PLG-011-23. This requires building an average of 435 housing units per year, distributed across the four Island County jurisdictions.

Additionally, those homes must be built to accommodate all income levels and thus must be affordable to various income levels. **Figure 3** below breaks down the distribution of homes needed in the next 20 years based on income bracket, according to the HAPT tool.



**Figure 3:** The breakdown of total housing needed by 2045 in Island County. PSH stands for permanently supportive housing units. Emergency beds is a count of the emergency beds needed to fulfill emergency shelter demand, whereas all other categories is a count of the dwelling units (Washington State Department of Commerce, March 2023).

According to **Figure 4**, which illustrates Census Bureau (2022) data on the number of units permitted 1980-2021, the year with the most permits issued in Island County was 1990, with 838 single family units permitted, and 230 multifamily units permitted. The next highest year was 2004, which saw 698 single-family units permitted, and 192 multifamily units permitted.



**Figure 4:** This bar chart shows Annual Housing permits in Island County from 1980 – 2021, broken down by single family units permitted and multifamily units permitted (Census Bureau 2022).

Starting in 2005 the number of permits issued annually declines to its lowest point in 2011, when only 164 single-family units were permitted and zero multifamily units. In fact, between 2008-2015, only two multifamily units were permitted in all of Island County. Since 2016, 181 multifamily units have been permitted, however 116, or 64%, of those permits were issued in 2020 alone.

The real estate market in Island County, like the rest of Northwest Washington, has experienced significant increases in prices coupled with low vacancy rates and product availability. For example, in September 2023 88 homes were sold. This is down from 141 homes in September 2022, a decrease of 37.6% ([Redfin Market Insights 2023](#)). In September 2018, the median sale price for a home in Island County was \$364,500. In January 2020, right before the onset of the COVID-19 pandemic, the price had dropped to \$340,000. However, the price has grown tremendously each year since 2020. By January 2021, the median sale price was up to \$442,000. The highest price in the last five years occurred in August 2023, when the

price hit \$660,000 (16.8% year-over-year growth). The median sale price current stands at just below this high at \$652,500, which is still a 16.9% increase year-over-year.

As cost has increased, the number of days on the market for many homes has decreased. This was particularly acute during the COVID-19 pandemic. From August 2020 to July 2022, the median number of days a house was on the market in Island County did not exceed 10 days in any month. As of September 2023, the median days on the market was up to 23, which is 5 more days than September 2022 ([Redfin Market Insights 2023](#)).

### **Childcare**

As with housing, the childcare crisis is a national issue that is impacted by affordability, availability, as well as worker and funding shortages. On September 30, 2023, one third or 70,000 of America's childcare programs that were supported by American Rescue Plan Act (ARPA) funding, lost ARPA funding. The Century Foundation (2023) issued a report titled "Childcare Cliff: 3.2 Million Children Likely to Lose Spots with End of Federal Funds." This report predicts that many programs will close and more than three million children will lose their childcare spots. The childcare workforce was deeply impacted by the pandemic and is also expected to lose another 232,000 jobs if the Century Foundation's predictions are true.

According to their findings, if this happens and more parents are forced to leave their jobs, the loss in tax and business revenue will cost states an additional \$10.6 billion in lost economic activity. Additionally, parents will lose \$9 billion in earnings **annually** across the United States.

In 2021, Island County's Child Care Partnership Task Force came together to assess the state of childcare in Island County and to make recommendations that would improve access, affordability, and quality. The key findings of the [needs assessment](#) included that 4,299 children under the age of six have working parents with no access to childcare but would likely use it if available. Of the 4,299 children without childcare, 1,460 were infants and toddlers. In 2021 there were only 124 childcare slots available for that age group in all of Island County. Additionally 88% of the children eligible for Head Start do not have slots available to them. In order to meet childcare demand in Island County, the report estimated that 460 additional educators would need to be hired, not including administrative or support staff (June 2021 Recommendations, p. 2).

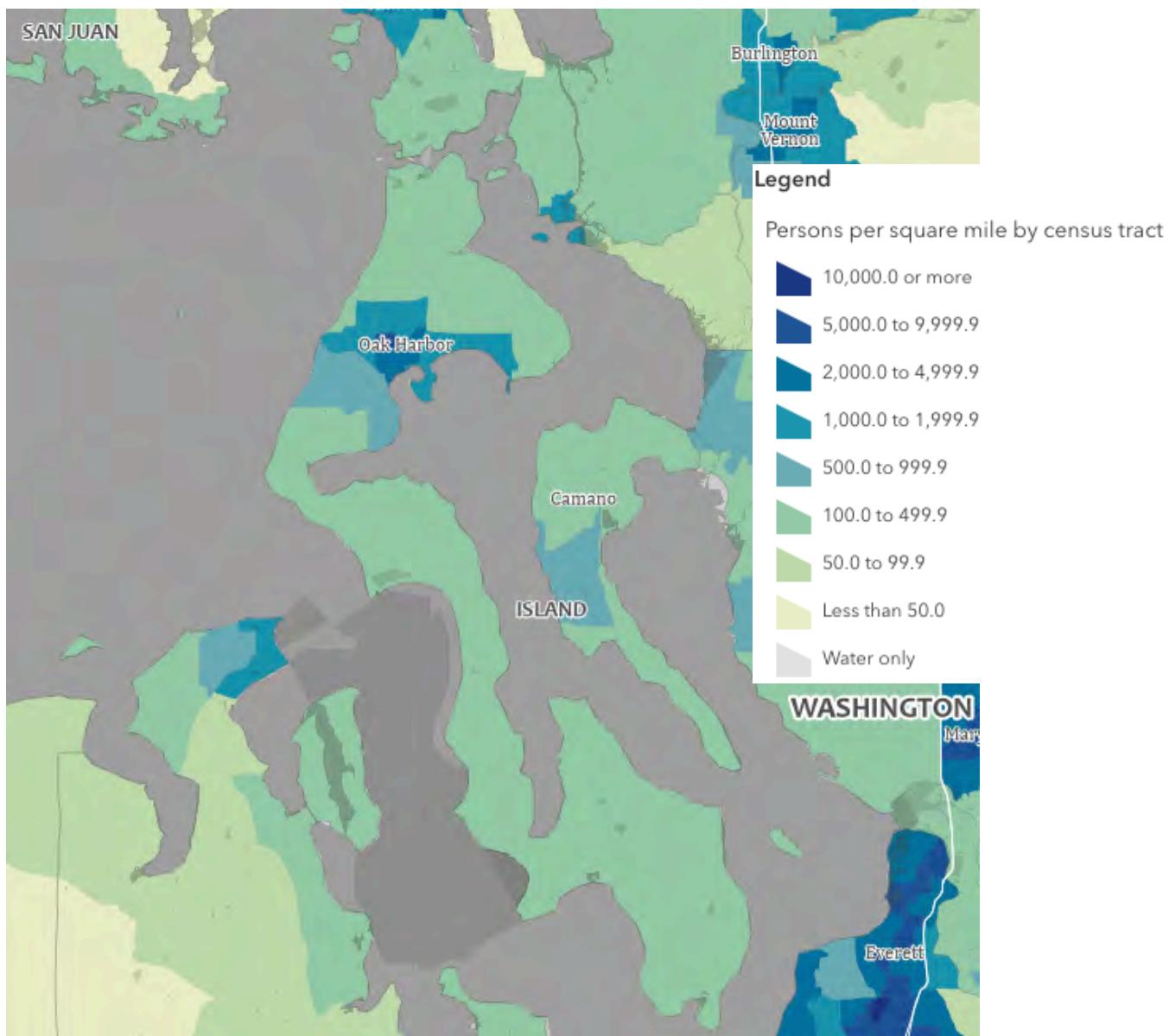
## **5. Economic Conditions and Statistical Description**

### **Population demographics**

As of July 1, 2022, Island County's population was estimated to be 86,625. In 2010, the population was 78,506, meaning that there was approximately a 10.34% increase in population (Census 2023). Of that population 11,948 are veterans (Washington State Department of Veteran Affairs 2022). Island County therefore has the highest number of veterans per capita of any county in Washington State (15.6% versus a state average of 8.3%).

Twenty-eight percent or 24,403 of Island County's population reside in Oak Harbor and approximately 68% (59,280) of the population lives in unincorporated areas. Camano Island,

which is unincorporated, is home to an estimated 17,073 people (Census 2023). **Figure 5**, below, shows population density by census tract in Island County.



**Figure 5:** This map shows Island County's population density by census tract. Darker blue indicates higher population density. Lighter green to yellow indicates lower population density (Census Bureau 2020).

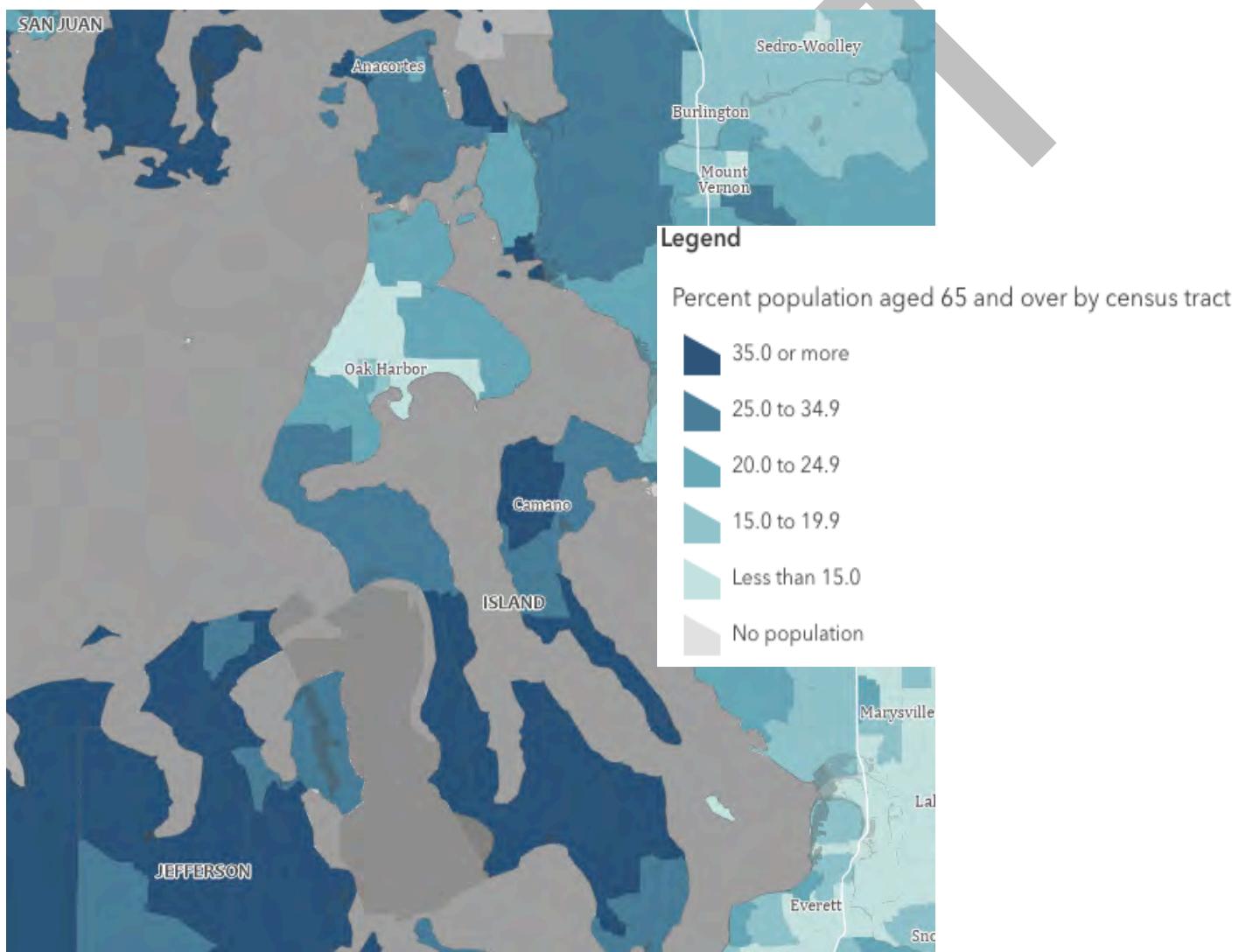
### **Race and ethnicity demographics**

84.8% of Island County's population self-identified as "white - alone" (Census 2020). This is higher than Washington state, which is 76.8% white. However, Island County is more diverse than its closest neighbors, including Skagit County (89.8% white), Whatcom County (85.5% white) and San Juan County (93.4% white). 8.7% of the Island County population identified as Hispanic or Latino, 5.3% identified as Asian, 5.2% identified as being two or more races, 3.3%

identified as Black or African American, and 1.5% identified as American Indian, Alaska Native, Native Hawaiian or Other Pacific Islander. Island County is also linguistically diverse. The ACS (2022) also found that in 21.1% of Island County homes speak a language other than English at home.

### **Age demographics**

When examined at the county level, Island County's population is aging. As of 2020, 27% of Island County's population was over 65 years of age, in comparison to 16.8% in Washington State (Census 2023). In comparison to Washington State, Island County has fewer people under 18 and more people over 65.



**Figure 6:** This map shows the percentage of population over 65 years of age by census tract. Darker blue indicate a higher percentage of people over 65, lighter blue indicates fewer (Census Bureau 2020).

However, it is important to note that not everywhere in Island County is aging. In Oak Harbor, 10.8% of the population was under 5, 28.6% was under 18, and only 12.4% were over 65

years of age. This means that Oak Harbor has more people under 18 and less people under 65 than the rest of Washington. This is the reverse of the countywide trend and can at least be partially explained by the influence of NASWI, which brings many young families onto Whidbey Island. This means that the aging population in Island County is actually concentrated in particular areas – with 35% of the population in central and south Whidbey Island and north and south Camano Island being 65 or over.

Given this mixture of age groups, the median age in Island County is 45 years old (Census 2023). The age of Island County's population is an important consideration for workforce development efforts as well as business succession planning. [Project Equity \(2023\)](#) reports that approximately 68,700 businesses with 682,000 employees in Washington State owned by people who plan to retire in the near future.

### ***Local education infrastructure and attainment***

Island County is well educated. 36.7% of the population over 25 years of age holds a bachelor's degree or higher. 27.5% have some college, 20% have a high school diploma or equivalent, and 12.9% have an associate's degree (Census Bureau 2020).

Island County has three school districts: [Coupeville School District](#), [Oak Harbor School District](#), and [South Whidbey School District](#). Camano Island students attend the [Stanwood-Camano School District](#), which is technically in Snohomish County. The four districts combined have a total of 12,824 students enrolled for the 2023-2024 school year (OSPI 2023). There are currently 14 Career and Technical Education (CTE) Skills Centers in Washington State. CTE Skills Centers provide instruction in preparatory programs that are either too expensive or too specialized for school districts to operate individually. Sno-Isle TECH Skills Center, located in Everett, currently offers technical training for Island County high school students. Neither Whidbey nor Camano Island currently has its own Skills Center.

There is a broad range of options for adult and post-secondary education programs in Island County, ranging from technical training and certificates to graduate programs. There are five institutions that currently work within Island County: [Embry-Riddle Aeronautical University \(ERAU\)](#), [Skagit Valley College \(SVC\)](#), [Washington State University \(WSU\) Extension](#), Grand Canyon University (GCU), and Columbia College. Island County residents also regularly access [Bellingham Technical College \(BTC\)](#) and [Western Washington University](#), for needs that cannot be fulfilled SVC, WSU Extension or online.

### ***Employment and wages***

As of September 2023, Island County's civilian labor force count was at approximately 36,607, with employment at 35,223 (not seasonally adjusted) and unemployment was at 3.8% (ESD 2023). These figures excludes active-duty military personnel and farm workers.

The highest unemployment rate on record for Island County was 15.8%, which occurred in April 2020. By the end of 2020, it had returned to 7%. In 2023, the unemployment rate hovered between a high of 6.2% in February to a low of 3% in June. While this may be evidence of recovery from impacts of COVID-19, stakeholder outreach indicated that businesses in all

industries continue to suffer from serious ongoing labor shortages, many even having to curtail business hours due to a lack of staff.

As shown in **Figure 7**, below, the largest sector in terms of number of jobs in Island County is the services sector. There are 15,580 jobs, including trade, transportation, and utilities (2,680), information and finance (890), professional and business services (1,590), education and health services (2,500), leisure and hospitality (2,470), and government (4,590). Government comprises the largest of all service providing sub-sectors, with state and local governments employing 3,340 people, of which 1,550 of those are employed at state and local education institutions. The largest of the educational institutions is Oak Harbor School District, which employs approximately 1,248 people, including substitute teachers (EDC 2022).

Industry Title	Nonfarm employment, not seasonally adjusted						
	2022		2021		2020		2019
	November	December	November	December	November	December	November
Total Nonfarm 1/	17,640	17,480	17,250	16,430	16,670	17,340	17,390
Total Private	13,050	13,090	12,880	12,050	12,260	12,600	12,610
Goods Producing	2,060	1,990	1,960	1,920	1,930	2,030	2,000
Mining, Logging, and Construction	1,420	1,340	1,320	1,200	1,200	1,220	1,210
Manufacturing	640	650	640	720	730	810	790
Service Providing	15,580	15,490	15,290	14,510	14,740	15,310	15,390
Trade, Transportation, and Utilities	2,680	2,620	2,600	2,730	2,740	2,680	2,700
Retail Trade	2,190	2,280	2,260	2,160	2,180	2,060	2,080
Information and Financial Activities	890	920	910	840	860	820	810
Professional and Business Services	1,590	1,690	1,680	1,470	1,460	1,300	1,300
Education and Health Services	2,500	2,410	2,410	2,350	2,340	2,410	2,440
Leisure and Hospitality	2,470	2,510	2,390	1,870	2,060	2,470	2,490
Government	4,590	4,390	4,370	4,380	4,410	4,740	4,780
Workers in Labor/Management Disputes	0	0	0	0	0	0	0
Federal Government	1,250	1,230	1,230	1,280	1,290	1,310	1,320
State and Local Government	3,340	3,160	3,140	3,100	3,120	3,430	3,460
State and Local Government Education	1,550	1,420	1,420	1,270	1,280	1,590	1,620

**Figure 7:** Nonfarm employment, not seasonally adjusted from ESD (2023). In addition to farm employment, these numbers exclude active-duty military personnel at NASWI ([EDS Labor Area Summaries 2024](#)).

For good producing sectors, there are just 640 manufacturing jobs and 1,420 jobs in mining, logging, and construction. Manufacturing jobs have not fully rebounded to pre-pandemic numbers for manufacturing, which in December 2019 was at 810 jobs. According to (EDS 2023), this “delayed drop in manufacturing employment was consistent with the statewide pattern,” which was caused by a decline in employment in the aerospace sector.<sup>11</sup>

As for wages, according to [EDS \(2023\)’s profile for Island County](#), the 2020 average annual wage was \$46,301, which is below the state average annual wage of \$50,834. Similarly, the median hourly wage is less than the state median wage (\$23.32 versus \$29.28, adjusted for inflation). The median household income was \$72,066 in 2019, which is also below the state median of \$78,687 but above the national median of \$65,712.

<sup>11</sup> Last updated in May 2022 by the regional labor economist.

Personal income, which includes earned income, investments, and government payments, is below the state and national trend. In 2020, Island County's per capita personal income was \$59,200. Washington State's per capita income was \$67,126 and the national per capita income was \$59,510. It is important to note, however, that Island County's per capita personal income is the sixth highest (of 39) in the state.

It is important to note that while ages are lower than state averages, wages in and of themselves are not the, but rather the rapidly rising cost of living due to inflation, increased housing costs, increased childcare costs, and increased cost of other essential goods such as food and gas.

There are three important features of Island County's economy that are not captured by this data. First, there is a great deal of commuting off/on Island for work. This includes approximately 900 Island County residents who commute to Snohomish County to work at Boeing ([EDC 2022](#)). Second, there has also been an increase in remote work since the onset of the COVID-19 pandemic in March 2020. Finally, ESD's data on nonfarm and covered employment estimates do not include military or agriculture employment figures. Given the importance of NASWI and agriculture to Island County's economy, both will be covered separately in the following sections.

### ***Naval Air Station Whidbey Island***

The largest employer in Island County is Naval Air Station Whidbey Island (NASWI). Construction on NASWI started in 1941, which generated an influx of construction jobs, Navy personnel, and highly skilled workers.<sup>12</sup> NASWI currently employs approximately 10,800 workers, of which 8,700 are considered active duty military and 2,100 are either civilians or federal contractors ([EDC 2022](#)). NASWI is the only naval aviation support installation in the Pacific Northwest and provides facilities, services, and products to the naval aviation community and all organizations using the air station. The NASWI installation is located in North Whidbey and is approximately 8,030 acres.

According to the [NASWI Economic Impact Assessment \(2018\)](#), the installation's contribution to the regional economy in 2017 alone totaled \$1.04 billion and generated 12,925 jobs in Island and Skagit Counties, of which 9,078 were military and civilian personnel.<sup>13</sup> This number has since increased to 10,800 ([EDC 2022](#)). An estimated additional 3,847 jobs were stimulated by base operations and maintenance, personal and visitor spending.

NASWI's industry output, which totaled \$488 million in 2017 includes: \$246 million in payroll, \$235 million in operations and contracts, and \$7 million in visitor spending. Additionally, NASWI's economic activity in 2017 is estimated to have generated \$35 million in state and local tax revenue (\$21 million payroll taxes, \$13 million in taxes associated with operations and maintenance, and \$787,000 from visitor spending).

<sup>12</sup>For more on the history of NASWI see: <https://cnrnw.cnic.navy.mil/Installations/NAS-Whidbey-Island/About/History/>

<sup>13</sup>Data used for this assessment is for the Region of Interest (ROI), which is Island and Skagit Counties. Disaggregated data for just Island County is not available. Washington State will be completing an updated economic impact assessment of the state's defense industry in 2024-5.

According to the Washington State Department of Commerce, NASWI is the third most profitable installation in Washington, with an estimated economic impact of \$5.92 billion. JBLM and Naval Base Kitsap are tied for first at \$6.1 billion each. ([Choose Washington: Military & Defense 2023](#)). Needless to say, NASWI is a critical part of Island County and Washington State's economy.

As with many American military bases around the world, the presence of NASWI in Island County is contentious among some community members. While many support the base, particularly in North Whidbey, some community members and leaders believe that the base has negative impacts to the economy, environment, and public health.

### **Largest Employment Sectors**

According to the 2021 Economic Survey: Business Patterns, there are 1,895 employers in Island County, with 12,760 employees and an annual payroll of \$577 million. The top ten largest contributors to payroll, organized by sector, are shown in **Table 2** below.

<b>Sector</b>	<b># of Establishments</b>	<b>Annual Payroll</b>	<b># of Employees</b>
<b>Healthcare and social assistance</b>	174	\$129.5 million	2,470
<b>Construction</b>	372	\$88.3 million	1,493
<b>Retail trade</b>	220	\$77.2 million	2,369
<b>Accommodation and food service</b>	158	\$50.5 million	1,686
<b>Professional, scientific, and technical services</b>	175	\$47 million	744
<b>Manufacturing</b>	67	\$34.4 million	709
<b>Finance and insurance</b>	79	\$26.8 million	332
<b>Other services (not public)</b>	172	\$23.4 million	769
<b>Transportation and warehousing</b>	27	\$20.2 million	421
<b>Administrative and support and waste management and remediation services</b>	123	\$17.6 million	436

**Table 2.** County Business Patterns. 2021. US Census Bureau. Economic Surveys. Island County, WA.

Healthcare and social assistance make up the largest portion of payroll in Island County, accounting for \$129.5 million annually and 2,470 employees. The second largest contributor to payroll is construction, which has an annual payroll of \$88.3 million and 1,493 employees. Retail trade is the third largest payroll with \$77.2 million paid annually. However, average wages in retail are significantly lower than healthcare or construction, with 2,369 employees.

While there are under 1000 employees working in manufacturing in Island County the manufacturing sector has the sixth highest payroll in Island County, generating \$34.4 million annually (Census Bureau 2021).

### **Agriculture**

Agriculture on Whidbey and Camano Islands is a vital part of Island County's economy and culture. Local food system resiliency, and food systems that are ecologically, economically, and socially sustainable and equitable, are key to food security.

According to the [USDA's \(2022, p. 1-2\)](#) profile for Island County, in 2022 there were 377 farms in Island County, totaling 17,038 acres, with an average farm being 45 acres. This indicates that there was a decrease in the number of farms (-3%) but an increase in the total acres farmed (+7%) over the five year period. 98% of all farms in Island County were considered family farms, 27% hired farm labor, and 29% sold directly to consumers.

Of the 17,083 acres of agriculture land in Island County in 2022, 55.9% was being used as cropland, 16.7% as pastureland, 16.3% as woodland, and 11% was other uses. In terms of land use practices, 15% (2,520) acres were irrigated, which is a slight increase since 2017. 12% of Island County farms were no till, 8% reduced till, 13% used cover crops, and 6% were intensive till.

Given that there over 10,715 cattle and calves, 3,705 layers, and thousands of other livestock on Island County, the lack of easily accessible, affordable, humane services causes a lot of problems for Island County's farmers ([USDA 2022, p. 2](#)). In order to take advantage of the myriad opportunities within agriculture, Island County's agriculture sector requires slaughter and food processing infrastructure.

**Table 3** below shows the breakdown of farms by size. The vast majority of Island County farms are small.<sup>14</sup> As of 2022, 82% of all farms in Island County are 49 acres or less, which is a slight decrease from 84% in 2017. Interestingly, the smallest farms (1 to 9 acres) saw the largest increase since 2017, growing from 113 farms to 140. Given that 10 to 49 acre farms decreased from 213 to 169, some of those many not have fully closed but instead downsized to a smaller farm. Four farms also moved into the 50 to 179 acre size, increasing from 42 in 2017 to 46 in 2022.

Farm size	2017 # of Farms	2017 % of Total	2022 # of Farms	2022 % of Total
1 to 9 acres	113	29%	140	37%
10 to 49 acres	213	55%	169	45%
50 to 179 acres	42	11%	46	12%
180 to 499 acres	19	5%	16	4%
500 to 999 acres	3	1%	5	1%

<sup>14</sup> The USDA does not measure farm size by acreage. To be considered a 'small family farm' a farm has to have a gross cash farm income (GCFI) of \$350,000 or less ([USDA Family Farms 2017](#)). In Island County in 2017, only 12 out of 390 farms had sales valuing over \$100,000. All 390+ farms are considered small by this definition.

1,000+ acres	0	0	1	<1%
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**Table 3:** Number of farms by farm size. USDA County Profiles: Island County, WA (2017, 2022).

According to ESD's most recent Agricultural Workforce Statistics (2023), which uses the 2017 date, of the 390 farms in Island County, only 34 establishments and 153 jobs are considered "covered employment," meaning that workers are covered by state unemployment insurance<sup>15</sup>. The number of covered jobs supported by the sector has not only recovered since jobs hit a low of 93 in 2020 (lower than 2012 numbers), but 60 new jobs have been added. This is important to note, both because covered jobs are growing and because it highlights the fact that many of Island County's farmers are not covered by unemployment insurance. Interviews within the sector also confirmed that many farmers may also be unable to maintain decent healthcare insurance, and those that do have insurance often do not have the time to access care. The USDA (2017, p.2) also found that only 86% of the 390 farms had internet access, leaving 54 farms unconnected.

The Whidbey Island Food Hub currently sells products for 50 direct-to-consumer farmers and total sales in 2022 was \$433,099. In 2023, the Food Hub's gross sales had increased to \$572,499, an outstanding 32% year-over-year increase. Similarly, Bayview Farmer's Market's year to date total sales was \$536,236 in July 2022 and \$631,236 in July 2023, an 18% increase in sales.

### ***Tourism: Embrace Whidbey and Camano Islands***

Integrally related to agriculture and the natural beauty and landscape of Whidbey and Camano Islands, tourism is a key sector in Island County. Visitors come to Whidbey and Camano for its great four season recreation opportunities, beautiful views, amazing and myriad events, abundant options for agritourism and local farm stand trails, and importantly, to visit family, friends, and NASWI. Tourism has guaranteed economic impacts to multiple sectors, including but not limited to agriculture, the creative economy, lodging, retail, restaurants, and transportation.

Island County is a part of the [Maritime Washington National Heritage Area](#), which is a non-regulatory, regional partnership program designed to share and connect the state's maritime communities and resources. In 2022, [the Management Plan for the Maritime Washington National Heritage Area](#) was approved by the Secretary of the Interior, which may bring additional grant resources to the region.

According to data provided by [Embrace Whidbey and Camano Islands \(2023\)](#), trips to Whidbey and Camano Islands have increased by 48.6% and visitor days have increased by 39.6% when comparing pre-pandemic (February 2018 - March 2020) to present (April 2020 - August 2023) trends.<sup>16</sup> The average length of stay has slightly decreased to 1.3 days and the

<sup>15</sup> ESD works with the BLS to conduct a Quarterly Census of Employment and Wages (QCEW). This data is finalized approximately eight months after each quarter.

<sup>16</sup> This data comes from [Datafy](#), which many Washington State tourism agencies are using to try to better understand the economic impact of tourism in their area. Datafy collects data on traffic using cellphone data (location services and application data) and transaction data (credit cards). These are all linked to a unique

number of unique visitors decreased by 19% to Island County during the same time period. This is likely due to the fact that Island County has many repeat visitors as well as local visitors who do not necessarily stay overnight. The largest market for both islands are Snohomish, Skagit, and King Counties, followed by Island County (within Island trips), and Whatcom County. Since February 2018, when data first becomes available, Island County saw anywhere from 511,800 to 1.2 million visitors monthly.

When examining the demographics of visitors, 33.4% of all visitors are 45-64 years of age, 28.6% are 25-44, 28.1% are 65 or over, and 9.9% are 16-24. Of these visitors, 42.5% have an income of over \$100,000, 25.7% have an income up to \$50,000. These trends reflect the fact that many retirees are traveling to Whidbey and Camano Islands, some for day trips, some to visit their second homes. However, there are also many young families who are visiting Island County, which could be an impact of NASWI or it could be adult children visiting parents who are aging place.

In 2021 the locations within Island County that were most traveled to were: Whidbey Island, Oak Harbor, Camano Island, the Clinton Ferry, Clinton, Coupeville, and [Deception Pass State Park](#), which is the most visited state park in Washington State.

Given the large number of visitors and the huge economic impact of the tourism industry in Island County, the County Tourism Board undertook the process of creating a tourism strategy, or a [Destination Regeneration Plan](#), which is focused upon transformational travel and regenerative tourism. The Island County BOCC has also directed Island County Public Health to evaluate land conservation programs alongside recreation and tourism needs. This will allow Island County to be more strategic about acquisition of conservation lands and ensure that there is combined benefit to tourism and conservation.

### ***Creative Economy***

According to Washington State Department of Commerce, the creative economy in Washington is vast and growing. The creative economy includes creative technology, music and performing arts, visual arts, as well as many other sectors and professional occupations. Whidbey and Camano Islands are home to artists of every sort (filmmakers, writers, painters, potters, woodworkers, sculptors, actors, musicians, etc.). Therefore, investing in and supporting the creative economies on both islands should be considered a major economic opportunity.

As with tourism, gauging the economic impact of the creative economy is difficult. Washington State's [Creative Economy Strategic Plan 2022](#) update notes that the state's creative economy brought in \$71 billion in 2021 alone, growing by 17% from 2020 to 2021.<sup>17</sup> This data is drawn from [Creative Vitality Suite](#), a creative economy database and application.

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identifier on an individual smartphone, which allows Datafy to track individual locations and spending while in those locations.

<sup>17</sup> This should not be surprising given that two musicians and a single film - Taylor Swift, Beyoncé, and Barbie - generated an estimated \$8.5 billion to the American economy in Q3 2023 (Morgan Stanley 2023). That report was issued out before Taylor Swift: The Eras Tour movie was released.

That also means that Washington's creative economy is 10.3% of the state's GDP, which makes it the #1 sector in the United States in terms of contributions to GDP. California's creative economy comes in at 2nd, with only a 7.5% contribution to GDP ([Choose Washington: Creative Economy 2023](#)). Washington State Department of Commerce recognizes this opportunity and thus the creative economy is considered a key sector and high-growth industry and has created many programs and funding opportunities.

Some jurisdictions of the county have already moved forward with supporting this vital industry by supporting Creative District Communities. Langley has its own Creative District, branded as [Langley Creates](#). Langley Chamber of Commerce and the Chamber's 501c3 Advance Langley serve as Langley Creates fiscal administrator. WICA is the largest arts organization in the area and located in the center of the Creative District. Its mission is to support homegrown economic opportunities by supporting and growing the local creative economy. Coupeville also recently supported the creation of the Coupeville Creative District. [The Pacific Northwest Art School](#) will serve as its fiscal administrator. [ArtsWA](#) provides Creative Districts with specialized resources, grant opportunities, technical assistance, training, and networking with other Creative Districts, as well as data analyses to track the progress of creative economies.

### ***Oak Harbor Opportunity Zone***

[Opportunity Zones](#) are federal census tracts that are eligible for certain types of investment. Investors can defer paying taxes on capital gains that are invested in Qualified Opportunity Funds, which are then invested in distressed communities. In Island County, the only Opportunity Zone is in Oak Harbor. The governor of each state is allowed to designate up to 25% of the total eligible census tracts as Opportunity Zones. In Washington, the Governor designated a total of 139 Opportunity Zones ([Department of Commerce 2023](#)).

## **Section 2. SWOT Analysis and Asset Mapping**

### **1. Regional SWOT Analyses**

To meet EDA requirements, a SWOT analysis was conducted using multiple forms of stakeholder engagement. SWOT analyses are often used as a strategic planning assessment tool, by private, public and nonprofit actors. According to the International Economic Development Council (IEDC), a SWOT analysis "should aim to provide a clear picture of community assets that are important to local businesses, as well as community weaknesses that need to be addressed" (pg. 16).

Inputs for the analysis for Island County was gathered in three ways. First, there was a public SWOT analysis survey open May 1 to November 1, 2023, that resulted in 181 responses. Second, SWOT analyses inputs were gathered from every partner with jurisdictional authority, including the governments Island County, the Town of Coupeville, the Cities of Langley and Oak Harbor, as well as the Port of Coupeville and Port South of Whidbey. Third, other entities such as the Camano Chamber of Commerce, Langley Chamber of Commerce, and Oak Harbor Chamber of Commerce, Island Transit, Sno-Isle Libraries (Camano Branch), as well as

other private, public, and nonprofit stakeholders provided direct inputs into the SWOT regional analysis.

The consolidated regional SWOT analysis results are listed below in **Figures 8-11**.

<b>Strengths / Assets</b>	
<b>Natural Environment</b>	<b>Geographic Location</b>
Four seasons outdoor recreation Beautiful natural landscape Clean air, fresh water, temperate climate Forests, farms, shorelines Rich animal habitats	Proximity to Seattle, Skagit and Snohomish Counties, Canada, the Salish Sea, I-5 Corridor
<b>Infrastructure</b>	<b>Business Resources + Edu</b>
Military installation, NASWI Multimodal transportation options Accessible public transportation Some walkable cities + town Two Port districts Island County Fairgrounds & Event Center Two WSDOT ferry terminals (Clinton, Coupeville) Multiple marinas	Active Chambers + EDC Active industry associations Strong entrepreneurial spirit Leadership Whidbey EDC reports + market research Multiple training + post-secondary programs (SVC, WSU Extension, ERAU, GCU)
<b>Creative Economy + Tourism</b>	<b>Workforce</b>
Thriving artist communities Unique, diverse, plentiful events Home to world-renowned arts organizations Two Creative Districts (Langley and Coupeville) Embrace Whidbey + Camano Islands / Tourism Committee Strong brand potential (Whidbey + Camano Grown/Made) Transformational tourism options Large number of public land + parks	Educated workforce High levels of high school completion Skilled labor from NASWI spouses, veterans, + retirees Retiree mentoring capacity
<b>Community</b>	
High quality of life Strong sense of + commitment to community, high rate of volunteerism + engagement Regional diversity in race, age, income, culture, interests Many social services + nonprofits Safe with low crime rates	

**Figure 8:** Island County SWOT Analysis: Strengths.

## Weaknesses

### Infrastructure

Lack of affordable housing  
Lack of affordable childcare  
Inadequate supply of commercial + industrial buildings  
Freight challenges  
No shovel ready business parks  
Inadequate potable water supply  
Inadequate sewage treatment options  
Aging septic systems  
Aging marinas  
WSDOT ferries unreliable  
High reliance on ferry + bridge access  
Areas of county without internet or cellular service  
Unreliable, slow, expensive internet in some places  
Limited medical facilities + providers  
EV charging gaps  
Off ferry traffic flows + speeds  
Lack of walkability + accessible sidewalks in Freeland

### Regulatory

Lack of consistency in regulatory interpretations  
Permitting times can be long, resulting in increased costs

### Environment

Many critical areas (steep slopes, shorelines, habitats)  
Increases cost of building  
Increases difficulty of building

### Workforce

Very low unemployment rate  
Labor shortages + retention issues across sectors  
Limited trade workers (construction, plumbers, electrician, HVAC)  
Commuting off-island for work  
High rates of turnover  
High cost of living

Lack of opportunities for NASWI spouses  
Lack of opportunities for veterans

### Community

Limited nightlife  
Small youth population in S. Whidbey  
Perceptions of differences between regions  
Lack of mental health resources

**Figure 9:** Island County SWOT Analysis: Weaknesses.



**Figure 10:** Island County Regional SWOT Analysis: Opportunities.



**Figure 11:** Island County Regional SWOT Analysis: Threats.

Industry SWOTs for fourteen industries were developed for Island County via stakeholder engagement with local business owners. Business owners participated either by emailing in written responses to the SWOT survey or by scheduling 30-60 minute interviews with the consultant. Results can be found in **Appendix 6.4**.

## 2. Priorities

Drawing on the regional SWOT results, the industry-level SWOTs, and extensive stakeholder engagement, including over 80 key stakeholder interviews, several high priority issues currently affecting business and economic development Island County were identified:

A lack of social and economic infrastructure including

- Available, affordable, quality housing
- Available, affordable, quality childcare
- Wages inconsistent with the cost of living and inflation
- Labor shortages in multiple sectors

A lack of physical infrastructure

- All utilities, but in particular sewer, water, and internet
- Lack of redundancies for critical infrastructure
- Lack of industry-specific infrastructure (e.g. food processing, licensed slaughter)
- Unreliable and inconsistent ferry service

In addition to identifying economic, physical, and social infrastructure needs, stakeholders consistently expressed their desire to protect the environment and natural beauty of Island County. These concerns ranged from shorelines and sea level rise to the broader impacts of climate change and tourism on the islands to everyday conservation of Whidbey and Camano Island's natural environment. The SWOT clearly demonstrates that the public believes that Island County's biggest asset is its geographic location and beauty. It is important to note this key consensus, as climate resilience is directly related to economic resilience.

The Action Plan that follows reflects these priorities.

## Section 3. Action Plan

### 1. Vision

The CEDS External Review Committee envisions “a robust and diverse economy that leverages existing community assets, establishes, upgrades, and maintains resilient critical infrastructure, supports business and workforce vitality, sustainably manages natural resources, promotes equity and inclusivity, and increases resident quality of life.”

### 2. Goals and Sub-goals

Drawing on the SWOT analyses, regional priorities outlined in other strategies, plans and reports, immense stakeholder engagement, as well as a thorough review of CEDS and economic development best practices, below are the goals and sub-goals.

Please note that the numbering and category of the goal or sub-goal is not an indication of priority. All of these goals are critically important to Island County's economy. The intention of numbering is simply to make discussion of the goals and sub-goals easier.

**1. Improve and develop resilient critical infrastructure.**

1. Improve and expand water and wastewater infrastructure.
2. Improve and expand cellular and internet services to unserved and underserved areas and populations.
3. Improve and expand local emergency services to all areas of Island County.
4. Advocate for consistent and reliable ferry services.
5. Promote the use of Public Transportation (Island Transit) and Active Transportation (pedestrian, bicycle, other).
6. Improve roads throughout Island County for all users.
7. Explore and support options to increase energy resiliency.
8. Explore programs and expansion opportunities for solid waste, recycling, and composting services.
9. Maintain existing healthcare services and facilities and explore opportunities for generating additional and varied healthcare services and facilities, including mental health services, with a focus on unserved and underserved communities.
10. Work with public, private, and nonprofit partners to inform, assist, and invest in the development of affordable housing choices for all income levels.
11. Promote and support affordable and accessible quality childcare options for all income levels.

**2. Support existing local businesses and community assets, increase diversification, and promote Island County as an attractive business environment.**

1. Support local governments and economic development service providers in creating responsive, helpful, and expedient services and resources.
2. Promote Island County as a great place to do business.
3. Continue to support existing businesses.
4. Explore options to recruitment employers that complements and leverages the existing industry mix and aligns with local values.
5. Promote and support innovation and value-added upgrading in key economic sectors of agriculture, construction, military / defense, marine trades, tourism, and advanced manufacturing.
6. Strengthen, better define, and build entrepreneurial resources in order to create opportunities for mentoring, financing, exporting, legal and tax services, and networking.
7. Support the creation of shovel-ready commercial, residential, and industrial sites in locations that are not in critical areas or habitats.
8. Continue to support Embrace Whidbey and Camano Islands (county-wide Tourism).
9. Explore options to conduct or participate in economic impact studies for key sectors of Island County's economy.

10. Promote and support the development of local financial resources and financial literacy for businesses.

**3. Align quality education and skills training programs with employer needs and create living wage job opportunities in Island County.**

1. Continue to participate in regional workforce partnerships and organizations.
2. Address ongoing labor shortages in several industries by focusing on unserved and underserved worker groups.
3. Improve educational attainment outcomes and create opportunities for all to prosper.

**4. Sustainably manage the natural beauty and resources of Island County.**

1. Prioritize actions for climate resilience.
2. Support, promote, and educate the public on required adaptations to sea level rise.
3. Develop additional local incentives for forest, wetland, and farmland conservation.
4. Support and promote the development of the Green and Blue economies.
5. Support opportunities for salmon habitat restoration and rehabilitation.
6. Support and promote improvements to Island County's public lands, reserves, and parks.
7. Prepare for population growth and in-migration.
8. Increase disaster preparedness among small business owners and entrepreneurs.

**5. Deepen collaboration and coordination between Island County and regional partners.**

1. Further develop relationships with regional economic development agencies and strategic associate development organization (ADO) partners.
2. Explore opportunities for collaboration and business support in Stanwood and Anacortes.
3. Explore opportunities for developing the creative economy across Snohomish, Skagit, and Island Counties.
4. Explore opportunities to enhance disaster preparedness and resiliency between Island, Skagit, and Snohomish Counties.
5. Explore additional opportunities for equipment and technology sharing between Island, Skagit, and Snohomish Counties.

**3. Action Plan**

Goal 1: Infrastructure	Action / Deliverables	Partners / Collaborators	Timeline
<b>1. Improve and expand water and wastewater infrastructure.</b>	<ol style="list-style-type: none"> <li>1. Complete a comprehensive study of wastewater infrastructure to determine where alternative systems, such as Large Onsite Sewage Systems (LOSS) and Step Systems, to single family onsite systems can benefit and support housing and climate resiliency.</li> <li>2. Request funding from the Legislature to conduct a comprehensive study of existing water system infrastructure and hydrogeological monitoring system upgrades.</li> <li>3. Strengthen adaptive management approaches to addressing aging single-family septic infrastructure.</li> <li>4. Adopt best available science for quality improvement and water quality monitoring.</li> <li>5. Take regulatory action on failing systems impacting sensitive ecosystems, shorelines, and aquifer recharge zones.</li> <li>6. Update groundwater protection, drinking water, and wastewater codes to improve stewardship of water resources.</li> </ol>	Actions 1.1.1-1.1.6: Island County, Washington State Department of Commerce (Defense Community Compatibility Account) (DCCA), Defense Community Infrastructure Program (DCIP) under the Department of Defense Office of Local Defense Community Cooperation  Support: Port of South Whidbey	Ongoing + Long-term
<b>2. Improve and expand cellular and internet services to unserved and underserved areas and populations.</b>	<ol style="list-style-type: none"> <li>1. Continue to work with local partners to implement the Washington Statewide Broadband Act goals locally.             <ol style="list-style-type: none"> <li>1. By 2024: 25/3 Mbps scalable to all residences and businesses.</li> <li>2. By 2026: 1/1 Gbps speed for all anchor institutions.</li> <li>3. By 2028: 150/150 Mbps</li> </ol> </li> <li>2. Advocate for improved 5G cellular coverage throughout Whidbey and Camano Islands.</li> <li>3. Support Whidbey Telecom's route expansion through Whidbey Island.             <ol style="list-style-type: none"> <li>1. Partner with Whidbey Telecom to expand fiber from Green Bank Farm to Admiral's</li> </ol> </li> </ol>	Action 1.2.1-1.2.2: Island County, Town of Coupeville, City of Langley, City of Oak Harbor, Port of South Whidbey, Port of Coupeville, Island County Broadband Action Team, Whidbey Telecom  Action 1.2.3: Island County, Town of Coupeville, City of Langley, City of Oak Harbor, Port of Coupeville, Port of South Whidbey, Ebey's Landing National Historic Reserve, Island County Broadband Action Team, Whidbey Telecom, conservation districts	1.2.1.1: End of 2024 1.2.1.2: End of 2026 1.2.1.3: End of 2028  Action 1.2.2-1.2.5: Ongoing + long-term

	<p>Cove.</p> <ol style="list-style-type: none"> <li>2. Partner with Port of Coupeville and Ebey's Reserve for the route segment that runs from Admirals' Cove to Ebey's Reserve (passing 1400 residents).</li> <li>3. Implement the middle mile grant, which includes fiber facilities from Admiral's Cove drop off point through Oak Harbor, Keystone Ferry, and wraps around NASWI.</li> <li>4. Support expansion and improved reliability.           <ol style="list-style-type: none"> <li>1. Support connection to key commercial areas of Camano Island, including the airport business park.</li> <li>2. Submit Community Connect Grant for South Camano, if successful implement South Camano expansion project.</li> <li>3. Continue to file relevant challenges to FCC where local data and experience do not match.</li> </ol> </li> <li>5. Advocate for affordable, quality internet connections throughout Island County.</li> </ol>	<p>Action 1.2.4: Island County, Island County Broadband Action Team</p> <p>Action 1.2.4.2: FiberCloudNW (Whidbey Telecom subsidiary)</p> <p>Action 1.2.5: Island County, Town of Coupeville, City of Langley, City of Oak Harbor, Port of Coupeville, Port of South Whidbey, Island County Broadband Action Team</p>	
<p><b>3. Improve and expand local emergency services to all areas.</b></p>	<ol style="list-style-type: none"> <li>1. Increase resiliency by updating communications, the network, power, and water supply.</li> <li>2. Update and expand the critical infrastructure GIS inventory database for Island County.</li> <li>3. Collaborate with County Planning during the Comprehensive Plan updates to ensure alignment between elements and County Emergency Management Plan (CEMP) and County Natural Hazards Mitigation Plan (NHMP).</li> <li>4. Explore options for solar powered micro grid as a backup source for the Langley area.</li> </ol>	<p>Actions 1.3.1-1.3.2: Island County Emergency Management</p> <p>Action 1.3.3: Island County (Emergency Management, Planning)</p> <p>Action 1.3.4: City of Langley, Port of South Whidbey</p>	<p>Actions 1.3.1-1.3.2: Ongoing &amp; long-term</p> <p>Action 1.3.3: short-term (2025 Comp Plan Update)</p>
<p><b>4. Advocate for consistent reliable ferry services to all areas.</b></p>	<ol style="list-style-type: none"> <li>1. Collaborate with all available partners to work with WSDOT to re-establish reliable ferry schedules, particularly the Port Townsend-Coupeville, and Mukilteo-Clinton routes.</li> </ol>	<p>Action 1.4.1-1.4.3: Island County, Island Transit, Town of Coupeville, City of Langley, City of Oak Harbor, Port of Coupeville, Port of South Whidbey, Washington State</p>	<p>Action 1.4.1-14.3: Ongoing + Long Term</p>

	<ol style="list-style-type: none"> <li>2. Implement a trial, proof-of-concept passenger only ferry service for tourist season.</li> <li>3. Provide long-term passenger only ferry service and supporting facilities.</li> </ol>	Department of Transportation	
<b>5. Promote the use of Public Transportation (Island Transit) and Active Transportation (pedestrian, bicycle, other).</b>	<ol style="list-style-type: none"> <li>1. Develop an Active Transportation Plan.</li> <li>2. Support the implementation of the <a href="#">Island Regional Transportation Plan Update 2024-2028</a>.</li> <li>3. Incentive public transportation options through community planning approaches.</li> <li>4. Improve, expand, and promote multimodal transportation facilities and infrastructure.             <ol style="list-style-type: none"> <li>1. Improve walkability and accessibility of sidewalks, including installation of curb ramps.</li> </ol> </li> </ol>	Action 1.5.1: City of Oak Harbor, Town of Coupeville Action 1.5.2: Island County, Island Transit, Town of Coupeville, City of Langley, City of Oak Harbor, Port of Coupeville, Port of South Whidbey, EDC for Island County Action 1.5.3: Island County, Island Transit, Town of Coupeville, City of Langley, City of Oak Harbor Action 1.5.4: Island County, Town of Coupeville, City of Langley, City of Oak Harbor	Action 1.5.1: Short Term (2024-2025) for City of Oak Harbor; Medium Term (2025-2028) for Town of Coupeville Action 1.5.2: Ongoing + Long Term (2024-2028)
<b>6. Improve roads throughout Island County for all users.</b>	<ol style="list-style-type: none"> <li>1. Improve Crawford Road.</li> <li>2. Identify roads for improvement in Clinton and Freeland that improve safety, improve traffic flows, create business opportunities, and enhance resiliency.</li> <li>3. Develop a Comprehensive Safety Action Plan for Island County.</li> <li>4. Identify projects for Safe Streets for All grant program.</li> <li>5. Identify improvements to the State routes to improve safety, mobility, resilience and business opportunities.</li> <li>6. Adopting a level of service criteria that includes pedestrian multi-modal transportation.</li> </ol>	Action 1.6.1: Island County Action 1.6.2: Island County, Clinton Community Council Action 1.6.3: IRTPO Action 1.6.4: City of Oak Harbor Action 1.6.5: WSDOT, Island County Action 1.6.6: City of Langley Action 1.6.7: Island County	Ongoing + Long Term
<b>7. Support options to increase energy resiliency.</b>	<ol style="list-style-type: none"> <li>1. Continue to work with Puget Sound Energy and Snohomish County PUD to identify options to improve energy reliability and reduce outage</li> </ol>	Action 1.7.1: Island County, Island Transit, Town of Coupeville, City of Langley, City of Oak Harbor, Port	Ongoing + Long Term

	<p>times.</p> <ol style="list-style-type: none"> <li>2. Replacement of fuel tanks at the Port of Coupeville.</li> <li>3. Support the development of level 3 and 4 electric vehicle charging stations throughout Island County.</li> <li>4. Support Island Transit's transition to Zero Emissions.</li> <li>5. Support local efforts to establish distributed energy systems such as micro grids.</li> <li>6. Support organizations that assist local residents and businesses transition from fossil fuel sources of heating, cooling, cooking, and electricity.</li> </ol>	<p>of Coupeville, Port of South Whidbey</p> <p>Action 1.7.2: Port of Coupeville, Town of Coupeville, Department of Archeology and Historic Preservation, Department of Ecology</p> <p>Action 1.7.3-4: Island County, Island Transit, Town of Coupeville, City of Langley, City of Oak Harbor, Port of Coupeville, Port of South Whidbey</p> <p>Action 1.7.5-6:: City of Langley</p>	
<p><b>8. Explore programs and expansion opportunities for solid waste, recycling, and composting services.</b></p>	<ol style="list-style-type: none"> <li>1. Expand and modernize the Coupeville Solid Waste Transfer Center.             <ol style="list-style-type: none"> <li>a. Seek grant and legislative funding for expansion.</li> </ol> </li> <li>2. Plan for expansion of Camano Solid Waste Transfer Center, including acquisition of new site.</li> </ol>	<p>Action 1.8.1-2: Island County</p>	<p>Ongoing + Long Term</p>
<p><b>9. Maintain existing healthcare services and facilities and explore opportunities for generating additional and varied healthcare services and facilities, including mental health services, with a focus on unserved and underserved communities.</b></p>	<ol style="list-style-type: none"> <li>1. Support the expansion of behavioral health services and increase the number of beds at the Ithua Stabilization Center.</li> <li>2. Continue to support the Opportunity Council's related work.</li> <li>3. Continue to support the STEPS program related work.</li> <li>4. Expand integrated physical and behavioral health services and care linkages through coordinate mobile outreach, which includes community-based mental health providers, public health nurses, and outreach workers.</li> <li>5. Strengthen behavioral health services available at school districts by advocating for increased staffing by the Northwest Education Services</li> </ol>	<p>Action 1.9.1: Island County</p> <p>Action 1.9.2: Island County, Opportunity Council</p> <p>Action 1.9.3: Island County, STEPS</p> <p>Action 1.9.4: Island County, Help Me Grow, Partners for Young Children, North South Accountable Community of Health Action</p> <p>Action 1.9.5: Island County, NWESD, OSPI</p> <p>Action 1.9.6: Island County,</p>	<p>Ongoing + Long Term</p>

	<p>District (NWESD) and the Washington Office of Superintendent of Public Instruction (OSPI).</p> <ol style="list-style-type: none"> <li>6. Support continued growth of WhidbeyHealth Behavioral Health programs and Rural Health Clinic (RHC) services.</li> <li>7. Continue to provide Community Health Worker training to existing staff and partners to grow the network in Island County.</li> </ol>	<p>WhidbeyHealth</p> <p>Action 1.9.7: Island County</p>	
<b>10. Work with public, private, and nonprofit partners to inform, assist, and invest in the development of affordable housing choices for all income levels.</b>	<ol style="list-style-type: none"> <li>1. Fully utilize all available tools, resources, and funding streams available for affordable housing at the local, state, and federal level.             <ol style="list-style-type: none"> <li>1. Explore options to direct .09 funds towards infrastructure and programs that support affordable housing development.</li> <li>2. Explore utilizing REET 2 funds for affordable housing.</li> </ol> </li> <li>2. Continue to support the active affordable housing projects (Swanton Road, Camas Flats, LIHI, and Generations Place (2nd &amp; DeBruyn)).</li> <li>3. Work to incentivize and mandate affordable housing.</li> <li>4. Support inclusive and mixed-use zoning changes.</li> <li>5. Explore and support options for employer-assisted workforce housing.</li> <li>6. Explore options to identify housing for seasonal workers.</li> <li>7. Evaluate options to encourage the development of long-term ADU and DADUs.</li> <li>8. Continue to develop stronger relationships with contractors and builders through events such as the Builders Listening Session.</li> <li>9. Pursue development of workforce housing at the Fairgrounds.</li> </ol>	<p>Action 1.10.1: All public, private, and housing-focused nonprofit stakeholders</p> <p>Action 1.10.1.1-2: Island County</p> <p>Action 10.2: Island County, Town of Coupeville, City of Langley, City of Oak Harbor, Port of Coupeville, Port of South Whidbey, Island Roots Housing / Goosefoot Community Fund</p> <p>Action 1.10.3-1.10.4: Island County, Town of Coupeville, City of Langley, City of Oak Harbor</p> <p>Action 1.10.5-1.10.8: Island County</p> <p>Action 1.10.7: Town of Coupeville</p> <p>Action 1.10.9: Port of South Whidbey</p>	Ongoing + Long Term

<b>11. Promote and support affordable and accessible quality childcare options for all income levels in Island County.</b>	<ol style="list-style-type: none"> <li>1. Fully utilize all available tools, resources, and funding streams available for affordable, quality childcare at the local, state, and federal level.</li> <li>2. Support the Opportunity Council's coordinated entry work, including support for childcare providers.</li> <li>3. Increase opportunities and technical assistance for Whidbey Island childcare program expansion.</li> <li>4. Expand training options and support available for community members interested in starting a childcare business.</li> </ol>	Action 1.12.1: Island County, Town of Coupeville, City of Langley, City of Oak Harbor  Action 1.12.2: Island County, Opportunity Council  Action 1.12.3-1.12.4: Island County, Town of Coupeville, City of Langley, City of Oak Harbor	Ongoing + Long Term
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Goal 2: Business Support	Actions / Deliverables	Partners / Collaborators	Time
<b>1. Support local governments and economic development service providers in creating responsive, helpful, and expedient services and resources.</b>	<ol style="list-style-type: none"> <li>1. Explore options and create a plan for the stabilization of planning departments throughout Island County, which includes a strategy for reducing turnover.</li> <li>2. Create a plan to increase the consistency in interpretation of policies.</li> <li>3. Explore options for a public information campaign to educate the public and business owners on regulatory policies.</li> <li>4. Explore options for expedited, transparent permitting process for green, sustainable projects, especially those related to affordable or worker housing.</li> <li>5. Review the County events code with a goal of simplifying and modifying to account for small businesses.</li> <li>6. Review and streamline County codes around food processing and farm stand permitting.</li> <li>7. Collaborate with Island County by sharing</li> </ol>	Action 2.1.1: Island County, Town of Coupeville, City of Langley, City of Oak Harbor  Action 2.1.2: Island County, Town of Coupeville, City of Langley, City of Oak Harbor  Action 2.1.3: Island County, City of Oak Harbor  Action 2.1.4: Island County, City of Oak Harbor, Town of Coupeville  Actions 2.1.5-2.1.6: Island County, Agriculture Resources Committee of Island County (ARCIC)  Action 2.1.7: EDC for Island County, City of Oak Harbor	Ongoing + Long-Term

	information and expertise on projects and topics related to economic and business development.		
<b>2. Promote Island County as a great place to do business.</b>	<ol style="list-style-type: none"> <li>1. Continue to maintain and update County and regional economic information and data, such as the County profile and industry data, on the EDC's website.</li> <li>2. Continue to collaborate with San Juan, Skagit, and Whatcom County ADOs to market Northwest Washington as an attractive location for businesses.</li> </ol>	Actions 2.2.1-2.2.2: EDC for Island County	Ongoing
<b>3. Continue to support existing businesses.</b>	<ol style="list-style-type: none"> <li>1. Conduct business outreach and monitoring efforts to identify and address challenges and opportunities faced by businesses.</li> <li>2. Provide information to businesses on such resources as access to funds, business growth, and educational programs and opportunities.</li> <li>3. Provide referrals to partner agencies as appropriate.</li> <li>4. Advocate for existing major employers and strengthen public understanding of their value to the local economy.</li> <li>5. Continue to support Port tenants and businesses.</li> <li>6. Develop business-specific workshops on an as needed basis.</li> <li>7. Continue to host Business Builder Seminars.</li> <li>8. Support workforce skill development throughout incumbent working training (existing workforce), on-the-job training (new workers), and support creating a talent pipeline for future workforce needs.</li> </ol>	Actions 2.3.1-2.3.5: EDC for Island County Action 2.3.5: Port of Coupeville, Port of South Whidbey Action 2.3.6: Goosefoot Community Fund Action 2.3.7: Oak Harbor Chamber of Commerce, Oak Harbor Main Street Association, City of Oak Harbor Action 2.3.8: Northwest Workforce Council	Ongoing
<b>4. Explore options for recruitment of employers that complements and leverages the existing</b>	<ol style="list-style-type: none"> <li>1. Provide interested businesses from outside the county with site location and other pertinent information.</li> <li>2. Proactively market Island County to potential</li> </ol>	Actions 2.4.1-2.4.4: EDC for Island County, City of Oak Harbor Action 2.4.5: Island County, City of Langley, City of Oak Harbor, Port	Ongoing + Long term

<b>industry mix and aligns with local values.</b>	<p>businesses and industries utilizing website and networking opportunities.</p> <ol style="list-style-type: none"> <li>3. Follow up on discovered opportunities including lead generation from the state.</li> <li>4. Provide expertise and input in specific projects such as the designated Opportunity Zone in Oak Harbor.</li> <li>5. Create shovel ready sites and a diverse building supply for businesses that align with local needs and values.</li> </ol>	of Coupeville, Port of South Whidbey (Fairgrounds)	
<b>5. Promote and support innovation and value-added upgrading in key economic sectors of agriculture, construction, military / defense, marine trades, tourism, and advanced manufacturing.</b>	<ol style="list-style-type: none"> <li>1. Support leveraging local funds to increase food-processing infrastructure.</li> <li>2. Complete feasibility study for meat and poultry processing facilities in Island County.</li> <li>3. Support the development and improvement of commercial kitchens for value-added food processing and food truck usage.</li> <li>4. Support the development of an Island County food systems study and plan.</li> <li>5. Continue to support food recovery programs.</li> <li>6. Continue to work with NABC to promote agriculture business resources and funding opportunities.</li> <li>7. Provide space for distribution of agricultural products, the marine trades, and tourist lodging.</li> <li>8. Improve infrastructure for advanced manufacturing.</li> </ol>	Action 2.5.1: ARCIC, NABC, USDA  Action 2.5.2: ARCIC  Action 2.5.3: Goosefoot Community Fund, Port of South Whidbey  Action 2.5.4: Island County, Town of Coupeville, ARCIC  Action 2.5.5: City of Langley, Langley Zero Waste  Action 2.5.6: EDC for Island County, Goosefoot Community Fund  Action 2.5.7: Port of South Whidbey  Action 2.5.8: Island County, City of Oak Harbor, Port of South Whidbey	Ongoing + Long-term
<b>6. Strengthen and better define and build entrepreneurial resources in order to create</b>	<ol style="list-style-type: none"> <li>1. Build out the Entrepreneurship Ecosystem Initiative. <ol style="list-style-type: none"> <li>1. Explore and take advantage of future entrepreneurship funding opportunities.</li> </ol> </li> </ol>	Actions 2.6.1-2.6.2: EDC for Island County	Ongoing + Long-term

<b>opportunities for mentoring, financing, exporting, legal and tax services, and networking.</b>	<ol style="list-style-type: none"> <li>2. Continue to expand entrepreneurship work on Camano Island.</li> <li>3. Explore options for expanding local entrepreneurship lending programs.</li> <li>2. Continue to host entrepreneurship programs and workshops.</li> </ol>		
<b>7. Support the creation of shovel-ready commercial, residential, and industrial sites in locations that are not in critical areas or habitats.</b>	<ol style="list-style-type: none"> <li>1. Identify remaining buildable lands that are already appropriately zoned for industrial and commercial development.             <ol style="list-style-type: none"> <li>1. Identify remaining building lands that are already appropriately zoned for residential and RAID and identify infrastructure gaps.</li> </ol> </li> <li>2. Explore options for expanding DeLaurentis Airport business sites.</li> <li>3. Promote and advertise the retail space openings at the Greenbank Farm and Port of Coupeville Wharf.</li> <li>4. Support development of Industrial North.</li> </ol>	Action 2.7: Island County, Town of Coupeville, City of Langley, City of Oak Harbor, Port of Coupeville, Port of South Whidbey  Action 2.7.1: Island County, Town of Coupeville, City of Langley, City of Oak Harbor, conservation districts  Action 2.7.2: Island County, Ebey's Landing National Historic Reserve  Action 2.7.3: Port of Coupeville  Action 2.7.4: Island County, City of Oak Harbor, Oak Harbor Chamber of Commerce, NASWI	Ongoing + Long-term
<b>8. Continue to support Embrace Whidbey and Camano Islands (county-wide Tourism).</b>	<ol style="list-style-type: none"> <li>1. Participate, support, and promote Washington State's Eat Local First campaign.</li> <li>2. Support and promote farm and sea-to-table marketing.</li> <li>3. Explore options to support and create marketing campaigns for Whidbey and Camano Island grown and made products.</li> <li>4. Support and promote environmentally responsible, sustainable, economically impactful events throughout Island County.             <ol style="list-style-type: none"> <li>1. Explore options to identify key events, impacts, and return on investments.</li> </ol> </li> <li>5. Explore options to support the creative economy, with a particular emphasis on:             <ol style="list-style-type: none"> <li>1. Langley Arts District</li> </ol> </li> </ol>	Actions 2.8.1-2.8.3: Embrace Whidbey and Camano Islands  Actions 2.8.4-2.8.5: Embrace Whidbey and Camano Islands, Island County, Town of Coupeville, Port of Coupeville, City of Langley, City of Oak Harbor, Arts Districts, ArtsWA  Action 2.8.4.1: Embrace Whidbey and Camano Islands  Action 2.8.6: EDC for Island County	Ongoing + Long-term

	<ul style="list-style-type: none"> <li>2. Coupeville Arts District</li> <li>6. Provide support to County Tourism Committee.</li> </ul>		
<b>9. Explore options to conduct or participate in economic impact studies for key sectors of Island County's economy.</b>	<ul style="list-style-type: none"> <li>1. Explore options to conduct an economic impact study for the agriculture sector.</li> <li>2. Collaborate with the South Sound Military Community Partnership (SSMCP) and the Lt Governor's Office on the statewide defense / military sector economic impact assessment.</li> <li>3. Explore options to conduct economic impact studies related to Port business.</li> </ul>	Action 2.9.1: ARCIC  Action 2.9.2: Island County, City of Oak Harbor, NASWI  Action 2.9.3: Port of South Whidbey	Ongoing + Long-term
<b>10. Promote and support the development of local financial resources and financial literacy for businesses.</b>	<ul style="list-style-type: none"> <li>1. Continue to market and advertise opportunities for Whidbey Island Local Lending (WILL).</li> <li>2. Continue to offer financial literacy workshops for businesses on Whidbey and Camano Island.</li> <li>3. Design and offer business specific workshops and trainings.</li> </ul>	Action 2.10.1: EDC for Island County  Action 2.10.2: EDC for Island County  Action 2.10.3: Goosefoot Community Fund	Ongoing + Long-term

<b>Goal 3: Workforce</b>	<b>Actions / Deliverables</b>	<b>Partners / Collaborators</b>	<b>Timeline</b>
<b>1. Continue to participate in regional workforce partnerships and organizations.</b>	<ul style="list-style-type: none"> <li>1. Continue to serve on the board of the Northwest Workforce Council.</li> <li>2. Continue to serve on the Skagit Valley College worker retraining committee.</li> <li>3. Continue to have an EDC Board member who represents post-secondary education.</li> </ul>	Action 3.1.1-3.1.3: EDC for Island County	Ongoing + Long-term
<b>2. Address the ongoing labor shortage by focusing on unserved and underserved worker groups.</b>	<ul style="list-style-type: none"> <li>1. Support veterans re-entering the civilian workforce.</li> <li>2. Support and promote employment opportunities for Military Spouses.</li> <li>3. Support partnership between NASWI and credentialing programs for active duty personnel and veterans to become certified in their myriad skills.</li> </ul>	Action 3.2.1: Island County, City of Oak Harbor, Department of Veterans Affairs  Action 3.2.2: South Sound Military Community Partnership, NASWI  Action 3.2.3: NASWI, SVC, City of Oak Harbor	Ongoing + Long-term

	<ol style="list-style-type: none"> <li>4. Support youth training and job opportunities.</li> <li>5. Support apprenticeship and work-based training opportunities.</li> <li>6. Explore options for retiree employment and volunteer opportunities.</li> <li>7. Explore employment options for formerly incarcerated people.</li> </ol>	Action 3.2.1-3.2.7: Northwest Workforce Council	
<b>3. Improve education attainment outcomes and create opportunities for all to prosper.</b>	<ol style="list-style-type: none"> <li>1. Align skills and training options with living wage opportunities.</li> <li>2. Increase access and public awareness about trades and vocational opportunities.</li> <li>3. Increase access to early childhood education and services.</li> <li>4. Increase educational attainment rates.</li> <li>5. Expand access to STEAM programming.</li> <li>6. Explore options for a local Skills Center.</li> </ol>	Action 3.3.1: Island County, Town of Coupeville, City of Langley, City of Oak Harbor, School Districts, Northwest Workforce Council, Skagit Valley College (Worker Retraining Advisory Committee) Action 3.3.2: School Districts, Northwest Workforce Council Action 3.3.3: School Districts Action 3.3.4: School Districts Action 3.3.5: School Districts, Career Connect Action 3.3.6: School Districts	Ongoing + Long-term

<b>Goal 4: Climate Resiliency</b>	<b>Actions / Deliverables</b>	<b>Partners / Collaborators</b>	<b>Timeline</b>
<b>1. Prioritize actions for climate resilience.</b>	<ol style="list-style-type: none"> <li>1. Support shorelines and sensitive environment through evidence-based approaches. <ol style="list-style-type: none"> <li>1. Incentivize Low Impact Design (LID), green infrastructure for stormwater management.</li> <li>2. Improve adaptive management approaches to tracking and mitigating nonpoint source pollution.</li> <li>3. Restrict development and septic infrastructure</li> </ol> </li> </ol>	Action 4.1.1.1-4.1.1.3: Island County (Public Works, Planning and Community Development, Public Health, Marine Resources Committee), Whidbey Island Conservation District, Town of Coupeville, City of Langley, City of Oak Harbor Actions 4.1.2-4.1.4: Island County (Public Works, Planning and	Ongoing + Long-term

	<p>in flood prone and critical areas.</p> <ol style="list-style-type: none"> <li>2. Use sea level rise and rainfall project modeling and historical data to inform short and long term decisions, policymaking in order to guide planning and development near shorelines and critical areas.             <ol style="list-style-type: none"> <li>1. Develop county modeling and data to identify vulnerable shoreline structures.</li> </ol> </li> <li>3. Support the development of green infrastructure and environmentally friendly building practices through zoning and health regulations.</li> <li>4. Plan for warmer temperatures, wildfires, wildfire smoke, and rising sea levels through community planning and design guidelines.</li> <li>5. Adopt and adapt regulations for farm and livestock management planning to consider how changing environmental conditions impacts water quality and zoonotic disease transmission.</li> <li>6. Strengthen hydrogeological monitoring of seawater intrusion and drinking water systems in Island County.</li> <li>7. Explore options to apply for grants for additional electric vehicle charging stations.</li> <li>8. Explore options and identify funding to raise the Coupeville Wharf.</li> <li>9. Incorporate Climate Change and Resilience element into Comprehensive Plan Updates per GMA requirements.</li> <li>10. Prioritize climate strategies that have the lowest possible long-term costs to the public, whenever possible.</li> </ol>	<p>Community Development, Public Health, GIS Manager, Marine Resources Committee), Whidbey Island Conservation District, Town of Coupeville</p> <p>Action 4.1.5: Island County (Planning, Public Health, Whidbey Conservation District, Island County Agricultural Association</p> <p>Action 4.1.6: Island County (Public Health, Water Districts), Washington State Department of Health</p> <p>Action 4.1.7: Port of Coupeville, Town of Coupeville</p> <p>Action 4.1.8: Port of Coupeville</p> <p>Action 4.1.9: Island County, Town of Coupeville, City of Langley, City of Oak Harbor</p> <p>Action 4.1.10: Island County</p>	
<p><b>2. Support, promote, and educate the public on</b></p>	<p>1. Expand outreach and engagement campaigns through in-person events and social media, strengthening existing resiliency programs and</p>	<p>Action 4.2.1: Island County, Town of Coupeville, City of Langley, City of Oak Harbor, Sno-Isle Libraries,</p>	<p>Ongoing + Long-term</p>

<b>required adaptations to sea level rise.</b>	working with local partners.	Coupeville School District, Langley School District, Oak Harbor School District, Stanwood Camano Island School District, Sound Water Stewards, Whidbey Island Conservation District, Marine Resources Committee	
<b>3. Develop additional local incentives for forest, wetland, and farmland conservation.</b>	<ol style="list-style-type: none"> <li>1. Reexamine the Public Benefit Rating System using results and feedback from recent years and refine as needed.</li> <li>2: Reexamine the Conservation Futures Fund program to provide more equitable access as well as climate resilience elements such as the additional use of conserved land for stormwater parks; refine as needed.</li> <li>3. Explore options to develop watershed plans.</li> <li>4: Explore options to develop a local wetland mitigation bank.</li> <li>5. For all actions, consider impacts on affordable housing, with a focus on urban growth, preserving rural lands for forest, wetlands, and agriculture.</li> </ol>	Actions 4.3.1-4.3.5: Island County (Planning and Natural Resources), Whidbey Island Conservation District, Town of Coupeville Actions 4.3.1-4.3.2: Whidbey Camano Land Trust	Ongoing + Long-term
<b>4. Support and promote the development of the Green and Blue economies.</b>	<ol style="list-style-type: none"> <li>1. Develop resilient public infrastructure to support Green and Blue zones.</li> <li>2. Increase equitable access to recreational environments through inclusive practices.</li> <li>3. Share the evidence-based benefits of Green and Blue infrastructure through community outreach and education.</li> <li>4. Provide facilities and infrastructure for commercial fishing and crabbing, charter boats, and boat rentals.</li> </ol>	Actions 4.4.1-4.4.3: Island County (Public Works, Planning, Public Health), Town of Coupeville, City of Langley, City of Oak Harbor, Embrace Whidbey Camano Islands, private sector Action 4.4.4: Port of South Whidbey	
<b>5. Support opportunities for salmon habitat restoration and</b>	<ol style="list-style-type: none"> <li>1. Strengthen salmon recovery efforts through Salmon Recovery Technical and Citizen's Advisory Committee (SRTCC) and the Lead Entity coordinator by</li> </ol>	Action 4.5.1: Island County, Local Integrating Organization, Northwest Straits Foundation,	Ongoing + Long-term

<b>rehabilitation.</b>	<p>integrating an environmental justice and climate lens.</p> <ol style="list-style-type: none"> <li>2. Continue to participate in the annual salmon release events.</li> <li>3. Continue to protect riparian areas through County regulations.</li> </ol>	<p>Marine Resources Committees, Tribes, Whidbey Camano Land Trust</p> <p>Action 4.5.2: City of Oak Harbor, Whidbey Camano Land Trust</p> <p>Action 4.5.3: Island County</p>	
<b>6. Support and promote improvements to Island County's public lands, reserves, and parks.</b>	<ol style="list-style-type: none"> <li>1. Expand environmental justice project review criteria for conservation land acquisitions to incentivize public access as a social driver of health – particularly for low-income communities. Include both green space access and waterfront access.</li> <li>2. Intentionally create connected environments and expand recreational opportunities when designing community infrastructure, such as bike lanes/walking paths, intentionally allocating infrastructure resources to low-income communities.</li> <li>3. Explore options for Conservations Future Funding for Freund Marsh.</li> <li>4. Maintain and improve Port recreational boat ramps and parks.</li> </ol>	<p>Action 4.6.1: Island County (Department of Natural Resources (DNR), Citizens Advisory Board (CAB)), Whidbey Camano Land Trust</p> <p>Action 4.6.2: Island County (Planning, Public Works, Health), Town of Coupeville, City of Langley, City of Oak Harbor, Whidbey Camano Land Trust, community groups</p> <p>Action 4.6.3: City of Oak Harbor, Whidbey Camano Land Trust</p> <p>Action 4.6.4: Port of South Whidbey</p>	Ongoing + Long-term
<b>7. Be prepared for population growth and immigration.</b>	<ol style="list-style-type: none"> <li>1. Support the Comprehensive Plan period update process, which includes updating population projections and housing unit allocations.</li> </ol>	<p>Action 4.7.1: Island County Town of Coupeville, City of Langley, City of Oak Harbor, Port of Coupeville, Port of South Whidbey</p> <p>Support: EDC for Island County</p>	Ongoing + Short Term (2025)
<b>8. Increase disaster preparedness among small business owners and entrepreneurs.</b>	<ol style="list-style-type: none"> <li>1. Incorporate and share information about preparedness best practices (FEMA, WA EMD) with businesses as part of business assistance work.</li> <li>2. Collaborate with Chambers and Emergency Management partners to have a coordinated effort to develop courses and business continuity plans.</li> </ol>	<p>Action 4.8.1: EDC for Island County</p> <p>Action 4.8.2: EDC for Island County, Island County Chambers of Commerce, Island County Emergency Management</p>	Ongoing + Long-term

Collaboration			
<b>1. Further develop relationships with regional economic development agencies and strategic ADO partners.</b>	<ol style="list-style-type: none"> <li>1. Continue to participate in Washington Economic Development Association (WEDA).</li> <li>2. Continue to build relationships with ADOs around Washington State.</li> <li>3. Continue to participate in and build relationship with Washington Public Ports Association (WPPA).</li> </ol>	Action 5.1.1-5.1.2: EDC for Island County  Action 5.1.3: Port of Coupeville, Port of South Whidbey.	Ongoing
<b>2. Explore opportunities for collaboration and business support in Stanwood and Anacortes.</b>	<ol style="list-style-type: none"> <li>1. Explore options to support maritime business growth in Stanwood and Anacortes.</li> </ol>	Action 5.2.1: City of Oak Harbor, EDC for Island County, EDASC, EASC, Island County, Skagit County, Snohomish County	Ongoing + Long-term
<b>3. Explore opportunities for developing the creative economy across Snohomish, Skagit, and Island Counties.</b>	<ol style="list-style-type: none"> <li>1. Explore options to develop the creative economy across Snohomish, Skagit, and Island Counties.</li> </ol>	Action 5.3: EDC for Island County, EDASC, EASC, Island County, Skagit County, Snohomish County, Coupeville Creative District, Langley Creative District, ArtsWA	Ongoing + Long-term
<b>4. Explore opportunities to enhance disaster preparedness and resiliency between Island, Skagit, and Snohomish Counties.</b>	<ol style="list-style-type: none"> <li>1. Advance public health regional preparedness through continued resource sharing, continuity of operations planning, and mutual assistance agreements.</li> <li>2. Continue to collaborate with Whatcom, Skagit, and San Juan Island on food system resiliency.</li> </ol>	Action 5.4.1: Island County (Emergency Management, Public Health), Snohomish County, Skagit County  Action 5.4.2: Island County, Skagit County, Whatcom County, ARCIC, Northwest Agriculture Business Center, USDA	Ongoing + Long-term
<b>5. Explore additional opportunities for equipment and technology sharing between Island, Skagit, and Snohomish Counties.</b>	<ol style="list-style-type: none"> <li>1. Explore options to work with Skagit and Whatcom County to develop shared agricultural infrastructure, such as a mobile slaughter unit.</li> <li>2. Explore options to work with Skagit and Whatcom Counties to develop a regional Wetland Mitigation Bank.</li> </ol>	Action 5.5.1: Island County, Town of Coupeville, City of Langley, City of Oak Harbor, Port of Coupeville, Port of South Whidbey, ARCIC  Action 5.5.2: Island County, Skagit County, Whatcom County, USDA, Northwest Agriculture Business Center, Washington State Department of Ecology, ARCIC	Ongoing + Long-term

## Section 4. Evaluation Framework

This section provides information about how progress will be measured and what metrics will be tracked to gauge the progress and implementation of the Island County CEDS Action Plan.

### 1. Broad Performance Measures

Through the implementation of the vision, goals, and strategies, the Review Committee expects the following long-term benefits:

- Living wage jobs that can support families will be created and retained.
- Infrastructure development and improvements will support residential and appropriate industrial development in non-critical areas.
- Economic development programming, coordination, communication, and information networks will be improved and strengthened, resulting in increased economic resiliency.
- Island County's highly valued quality of life and natural beauty will be maintained and conditions will improve for residents regardless of ability, race, gender, class, or religion.

Data and measurements can provide a snapshot of the region's economic health at a point in time or over time.

Therefore, on an annual basis, the following metrics will be evaluated:

- Number of jobs by sector (ESD)
- Per capita personal income / average hourly and annual wages (ESD)

Island County has many stakeholders involved with economic development that have both distinct and overlapping responsibilities and authority. Therefore, it is important to note that outcomes may not be solely attributed to implementation of the economic strategy by any single partner and is likely due to a coordination of efforts. Additionally, Island County's economic system exists in a local, state, and global context. Some economic metrics are strongly influenced by factors outside of local control. For example, while affordable and available housing and childcare are both strongly influenced by state and federal policies and funding, as well as market forces, such as inflation and interest rates.

Therefore, in-depth local knowledge combined with available quantitative and qualitative data will be required to understand why changes may be occurring and obtain a holistic picture of the economic health of the region.

### 2. Specific Performance Measures

In addition to regularly reviewing econometric data related to Island County, specific performance measures will be evaluated as they relate to the details found in **Section 3**, the Action Plan. The metrics below will be measured over time and across different geographies and demographics (age, race, gender, etc.), where possible and data is available, to understand changes.

#### Goal 1: Infrastructure Metrics

- Grant investments in infrastructure projects (all types)
- System efficiency (water loss, electricity consumption, etc.) from Consumer Confidence Reports
- Water/wastewater: capacity limitations, number of systems with compliance issues, consumption rates
- Transportation: Transit ridership by purpose, number of fixed routes
- Broadband: Increase in number with access to high-speed internet, affordability rate
- Energy: Megawatts of installed local power generation, outage time per year
- Housing: New units built, housing stock volume, housing prices, permits issued by unit type; local ordinances updates related to affordability, ADUs/DADUs, vacancy rates
- Childcare: Number of providers, number of slots available

## Goal 2: Business Support Metrics

- Job creation in key sectors
- Net increase in average annual wage
- Number of networking events and number of attendees
- Number of entrepreneurs receiving counseling services
- Number of recruitment leads responded to
- Number of companies in key sectors
- Increase volume of small business lending
- Annual cost of living comparison

## Goal 3: Workforce Metrics

- Increase graduation / GED achievement rates
- Increase enrollment in postsecondary education rates
- Increase labor force participation rates
- Increase the number of military spouses employed locally
- Job availability that matches Island County's growing population

## Goal 4: Climate Resiliency Metrics

- Number of public information events regarding required adaptations to sea rise
- Number of public information events regarding wildfires and wildfire smoke
- Number of events for business disaster preparedness
- Communications sent to businesses and residents regarding climate resiliency
- Number of local ordinances reviewed and amended to create incentives for forest, wetland, and farmland conservation
- Investments in public lands, reserves, parks (all)
- Investments in blue and green infrastructure (all)

## Goal 5: Regional Collaboration

- Increase communication between organizations, businesses, municipalities, counties
- Increase collaboration between municipalities, counties
- Number of SWISS meetings with Island County elected officials in attendance
- Number of regional meetings related to economic resiliency
- Number of regional meetings related to workforce development

- Number of regional meetings related to transportation

### **3. Evaluation Plan**

The evaluation framework serves as a tool to gauge progress on the successful implementation of the CEDS goals. The CEDS planning process and the creation of **Section 1.5, Economic Conditions**, required a review of “How are we doing?” and “What is our current situation?” As part of the evaluation process, CEDS stakeholders will be asked, “How are we doing now?” “What has been done?” and “Where do we need to focus more efforts?” Oversight and monitoring will provide the accountability required to ensure that the Island County CEDS 2024-2028 remains an active, living document with clear, meaningful, impactful economic development deliverables.

Per the recommendation the Review Committee, and with the consensus of the Board of Island County Commissioners, Island County intends to fund a third party responsible for evaluation monitoring and generating an annual progress report for all partners using Rural County Economic Development (RCED) funds. The third party will be responsible for coordinating the annual Review Committee meeting as well as a quarterly review schedule to meet with responsible partners and collaborators regularly.

On a quarterly basis, the evaluator will meet with relevant partners to discuss progress on the goals they are responsible for. Quarterly meetings can also be used to identify ongoing gaps, additional partners, funding, and so on, related to the specific goal or sub-goal. The evaluator will also coordinate with relevant established committees (e.g. Transportation, Tourism, Broadband, etc.) and will be responsible for updating the CEDS Project List annually and on an as needed emergency basis.

In addition to evaluation of economic development activities countywide, as the ADO for Island County the EDC regularly reports deliverables and targets to Island County and the Washington State Department of Commerce on a quarterly basis. This includes financial reporting and reporting on business assistance efforts conducted during the quarter. The EDC also completes an ADO Best Practices report annually, which is submitted to the Department of Commerce and the Washington State Legislature.

### **Section 5. Resiliency**

Regional economic prosperity requires resiliency. The EDA (2023) defines resilience as “the ability to recover quickly from a shock, the ability to withstand a shock, and the ability to avoid the shock altogether. Establishing economic resilience in a local or regional economy requires the ability to anticipate risk, evaluate how that risk can impact key economic assets, and build a responsive capacity.”

Examples of disruptions include:

- Downturns in economy or specific industries and sectors
- Changes in demand for locally produced goods or consumer spending
- External shocks such as the exit of a major employer or a disaster of any sort, including a pandemic

As outlined in Island County's [Natural Hazard Mitigation Plan](#), Island County is susceptible to many natural hazards and has experienced several disasters that resulted in a federal declaration. Since the Mount Saint Helen's eruption in 1980, Island County's disasters have primarily been from high tides and severe storms resulting in flooding, high winds, mudslides, and landslides.

Of particular concern to many in Island County is sea level rise. Currently there are already properties that are being submerged due to sea level rise, which has and will incur myriad economic impacts to Island County.

Those may include a reduction in property tax base, costs to the public of removing derelict and abandoned structures on the coast and holding back the sea, removal of ineffective shoreline armoring, as well as costs to recreation, tourism, fishing, and other maritime sectors due to the degradation of the coastal environment.

## 1. Planning

Island County, the Town of Coupeville, the Cities of Langley and Oak Harbor, and the Port of Coupeville and Port of South Whidbey are all undertaking various planning efforts related to generating resiliency, of which economic and climate resiliency are major parts.

The Island County Department of Emergency Management (DEM) works directly with Washington State Emergency Management Division (EMD), FEMA Region X, and Homeland Security Region 1. The DEM is responsible for planning and coordinating actions for the preparedness, mitigation, response, and recovery from emergencies and disasters. This includes updating and maintaining two related planning documents: The Island County [Comprehensive Emergency Management Plan](#) (CEMP) and the [Multi-Jurisdictional Hazard Mitigation Plan](#). The DEM is in the process of updating its Hazard Mitigation Plan, the most recently approved plan was in [2020](#).

In addition to being up to date with Natural Hazard Mitigation Planning, Island County and its municipalities subject to the GMA may also be required to include a new climate element in its 2025 Comprehensive Plan Update. In 2023, Washington State passed an update that added two sub-elements: Greenhouse Gas Emission Reduction and Resilience.

Aside from emergency and disaster-related resilience, many aspects of the Island County CEDS helps generate and increase economic and climate resilience. For example, working with partners to create more affordable and available housing and childcare options will reduce employee turnover and make it easier for employers in Island County to find workers. This generates economic resilience. Workforce development and economic diversification also builds resilience to loss of major employers. By expanding access and inclusion, employers are less likely to overlook the talent and skills of people who are already living in Island County, which contributes to economic and climate resilience by retaining talent and reducing commute in/out of Island County. By improving accessibility to our marketing outreach efforts, more companies could get information critical to the health of their business, also increasing economic resilience. Finally, Goal #4 is entirely about climate resilience.

## **2. Information Networks**

There are several established communication and information networks in Island County that many key stakeholders regularly participate in, such as the [Island County Council of Governments](#) (COG). COG is lead by three members of the council, which is comprised of elected officials from Island County, the Cities of Oak Harbor and Langley, the Town of Coupeville, as well as the Ports of Coupeville and South Whidbey. This is an important venue for discussion and to gain consensus from elected leadership in Island County.

During the development of the Island County CEDS, two EDA representatives visited COG to provide an introduction to the EDA's work in March-April 2023. The EDC Executive Director and consultant again visited COG to provide information on the process, the intended use and benefits of the document, and to provide a progress report. In March 2024 COG reviewed, discussed, agreed upon the Evaluation Plan outlined in **Section 4.3** above.

Many elected official stakeholders in Island County also participate in the [SWISS Counties Collaborative](#). SWISS Counties have adopted areas of focus, which include Internet expansion, behavioral health resources, and transportation investments. They also work together as a region to support disaster preparedness and coordinate emergency management plans. This effort intends to strengthen existing relationships in order to expand and to advocate to the State Legislature on issues that affect all five counties.

Likewise, multiple key stakeholders convene in industry specific workgroups in Island County, such as the [Embrace Whidbey and Camano Islands Tourism Board](#), the [Oversight Group for Leadership Whidbey](#), and the [Skagit/Island Counties Builders Association](#).

## **Section 6. Appendices**

### **1. Frequently Asked Questions by Stakeholders**

#### **What is a CEDS?**

CEDS stands for Comprehensive Economic Development Strategy. It is a long-term planning document that is intended to guide economic development throughout a region.

#### **What are the benefits of having a CEDS?**

The CEDS is a requirement to be eligible to compete for EDA and other federal funding opportunities. It is also a requirement to be eligible for many Washington State funding opportunities. The CEDS also provides a long-term vision and plan for economic development in the region, making development more programmatic and efficient.

#### **How will feedback be evaluated and incorporated?**

The consultant managing edits for the document will review each comment and piece of feedback with the EDC for Island County and the CEDS Review Committee and assess what changes, if any, should be made to the document. The most important factors will be if the feedback complies with the CEDS purpose and guidelines and if it fits within the vision, priorities, goals, and objectives established in the document.

#### **Who will implement the CEDS?**

Every partner that is listed in Section 3.3 Action Plan as a partner or collaborator (Column 3) will be responsible for implementation within their jurisdiction or agency.

#### **How often will the CEDS be updated?**

Minimally, the CEDS will be amended annually to update the CEDS Project List. It will also be updated on an as needed basis in order to address external shocks or new situations. The entire document will be updated every five years.

#### **What is the difference between a CEDS and a Comprehensive Plan? And do we need both?**

Yes, we need both as the documents satisfy different requirements. The Economic Development Administration (EDA) oversees the CEDS requirements, process, and document. The EDA is the federal bureau for economic development in the United States. In order to access EDA funding, county's must have an up to date CEDS with a clear evaluation plan.

Comprehensive Plans are required for some counties, cities, and towns, based upon the Growth Management Act (GMA), which is Washington State law. An economic element is currently still optional, though a climate resilience element was mandated as part of the 2024-2025 update.

### **2. Key Stakeholders**

From May 1, 2023 – February 29, 2023, several key stakeholder groups were solicited to engage in providing input and feedback into the CEDS process as well as the actual content to generate this document.

Those stakeholder groups were:

- Public agencies: city, county, tribal governments, public utility districts, regional planning groups
- Public advisory boards and committees: select groups that advise public agencies listed above on issues related to economic development
- Private sector: businesses, entrepreneurs
- Post-secondary institutions: institutions offering post-secondary course work, degrees, and workforce training
- Other economic, social, or health organizations, including nonprofits

The Review Committee identified key sectors within the private sector for targeted outreach. Those sectors were chosen based on several pieces of information. First, the consultant reviewed data on the largest employment and payroll sectors in Island County with the Review Committee. Second, the consultant also reviewed and provided information to the Review Committee on Washington State Department of Commerce's sector and cluster focus, as well as the Northwest Workforce Council's sector of focus for the Northwest Workforce Development Area, which Island County is a part of.

Given this information, which weighs employment numbers, wages, as well as available local, state, and federal resources, the Review Committee agreed upon the following sectors for additional targeted outreach:

- Agriculture
- Construction
- Creative Economy
- Education
- Healthcare
- Infrastructure (includes energy and utilities)
- Manufacturing
- Maritime
- Military and Defense
- Nonprofits
- Real Estate
- Retail (includes restaurants)
- Tourism (includes events, leisure, and recreation)

After the sectors of interest were agreed upon, the Review Committee agreed that the EDC for Island County would work with the consultant to generate a preliminary list of business owners and nonprofit leaders from each sector for targeted outreach. This list was then reviewed at a Review Committee meeting and distributed for comments and suggestions. The table below shows the breakdown by sector of the stakeholders of the final list.

<b>Sector</b>	<b># of Stakeholders</b>
Agriculture	62
Construction	72
Creative Economy	13
Education	16
Healthcare	16
Infrastructure	29
Manufacturing	5

Maritime / Marine Trades	4
Military / Defense	5
Nonprofits	26
Real Estate	11
Retail	18
Tourism	45

After the list was developed, the Review Committee members also provided contact information where possible. An initial email introducing the stakeholders to the CEDS process and requesting their feedback was sent to all stakeholders emails were identified for in September 2023. Additional follow up emails for those that did not respond were sent in September and October 2023. In total, over 600 emails were sent for targeted stakeholder outreach.

### **3. SWOT Survey and Results**

The SWOT survey was available for response from May 1 – February 29, 2024. Review Committee members actively advertising the opportunity to participate from May 1 – August 30, 2023.

The marketing and advertising of the SWOT survey included but was not limited to the following places:

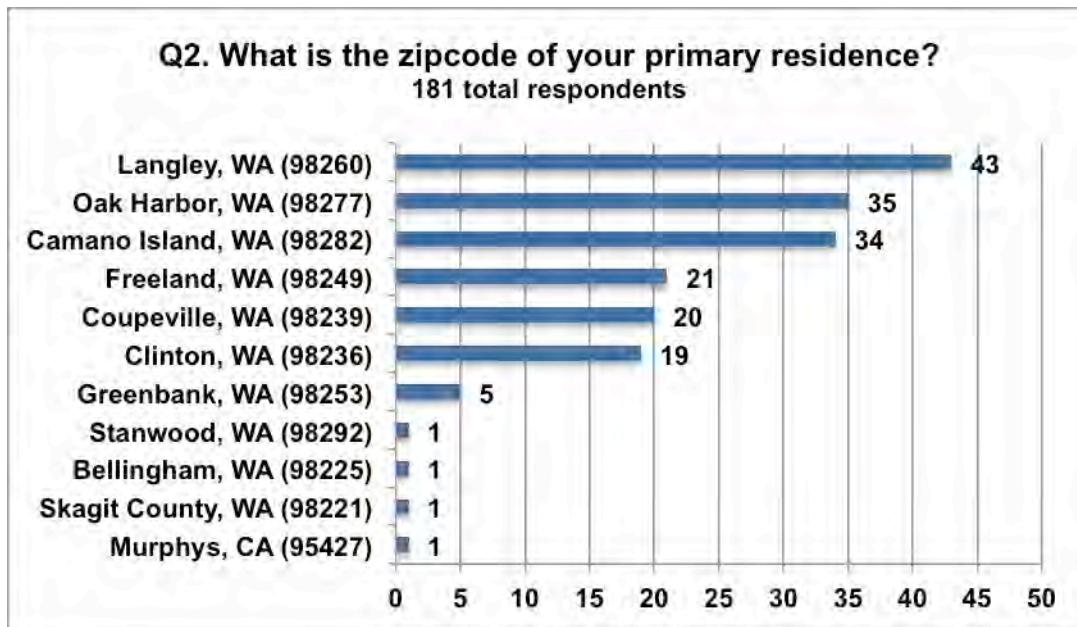
- EDC for Island County newsletter to businesses and entrepreneurs
- EDC for Island County social media posts (Facebook and Instagram)
- EDC for Island County email to economic development partners to share via newsletter or social media posts templates
- EDC annual membership meeting (QR codes on all tables)
- Langley Chamber of Commerce social media posts and membership meeting
- Oak Harbor Chamber of Commerce social media posts and board input
- Town of Coupeville newsletter

We consciously chose to order this survey as strengths, weaknesses, threats, and opportunities so that survey respondents would end the survey on a positive, rather than negative note.

The English survey questions were as follows, with graphics and summarized data where aggregation is possible.

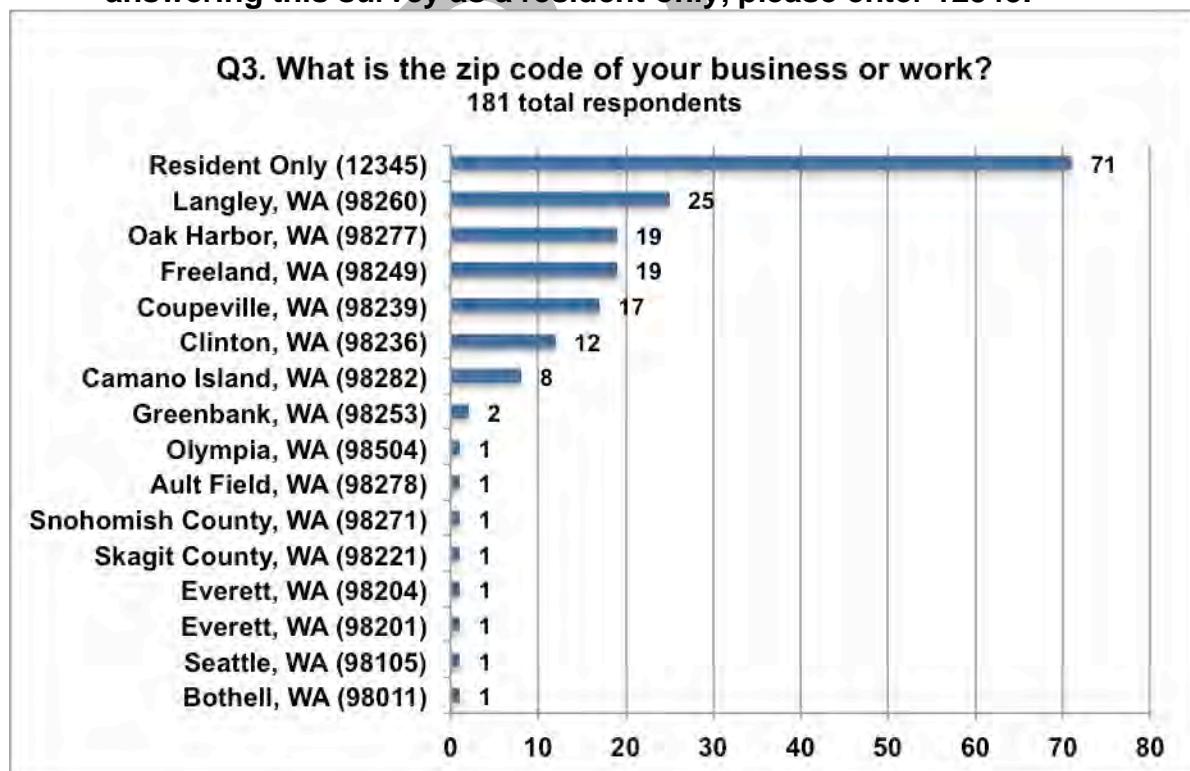
#### **Identification**

1. **What is your first and last name?** This data will be kept anonymous.
2. **What is the zip code of your primary residence?**



Of the 181 responses to the survey, the most responses were from individuals residing in Langley with 43 responses (23.75%). The next largest responses were from Oak Harbor (19.3%) and Camano Island (18.8%). There were only three responses from outside of Island County.

**3. What is the zip code of your business or work? If you are retired, or are answering this survey as a resident only, please enter 12345.**



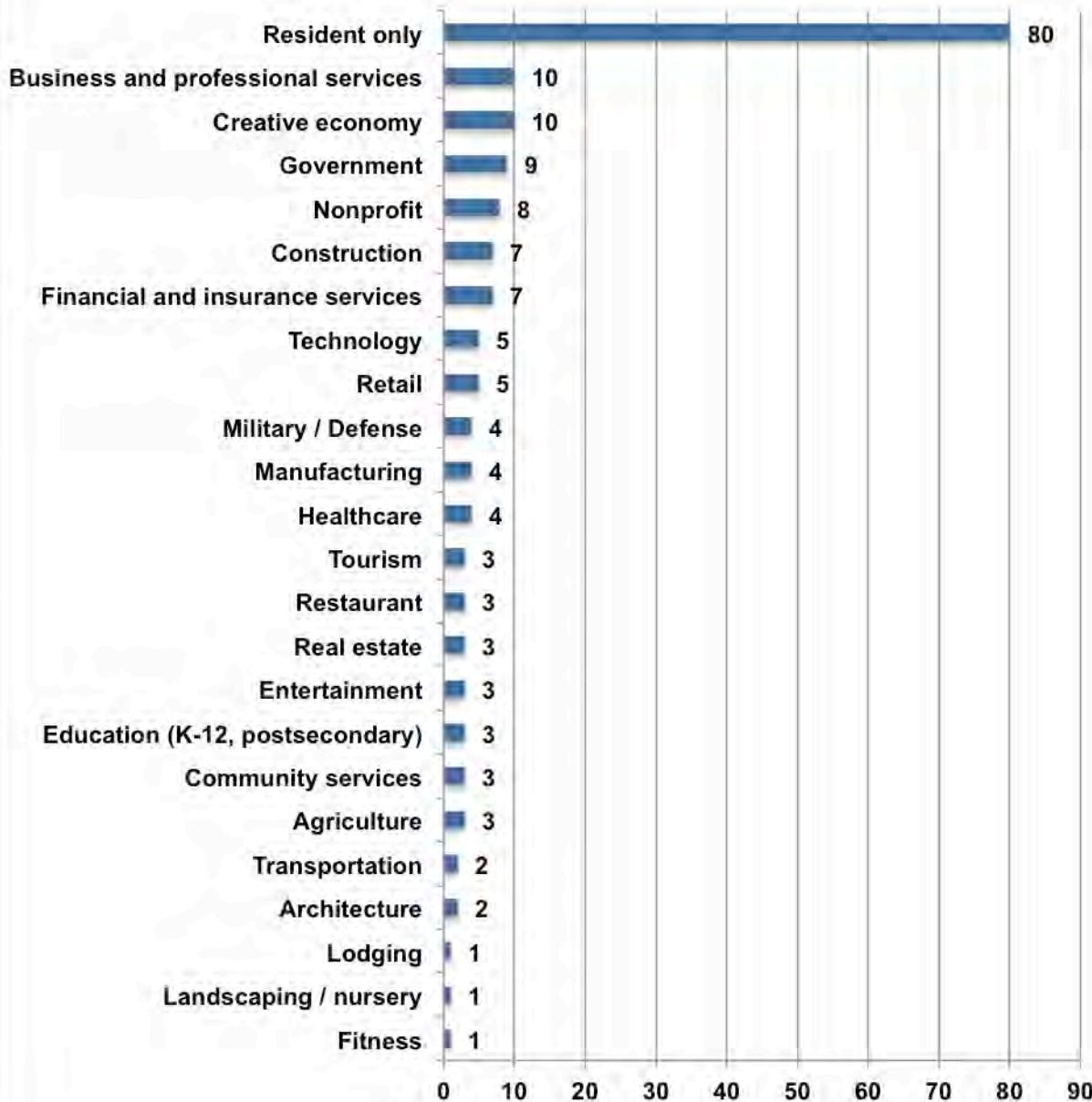
Among the 181 responses, 71 indicated that they were answering from the perspective of a resident, rather than an employee or business owner. The top four answering from a business or work perspective were based in Langley (25), Oak Harbor (19), Freeland (19), and Coupeville (17). Only eight responded that their business or work was located outside of Island County.

- 4. If you would like follow up information regarding the Island County CEDS, including future opportunities to provide comment, what is the best email address to reach you at? This data will be kept anonymous.**

- 5. What sector or industry does your primary business or work fall within?**

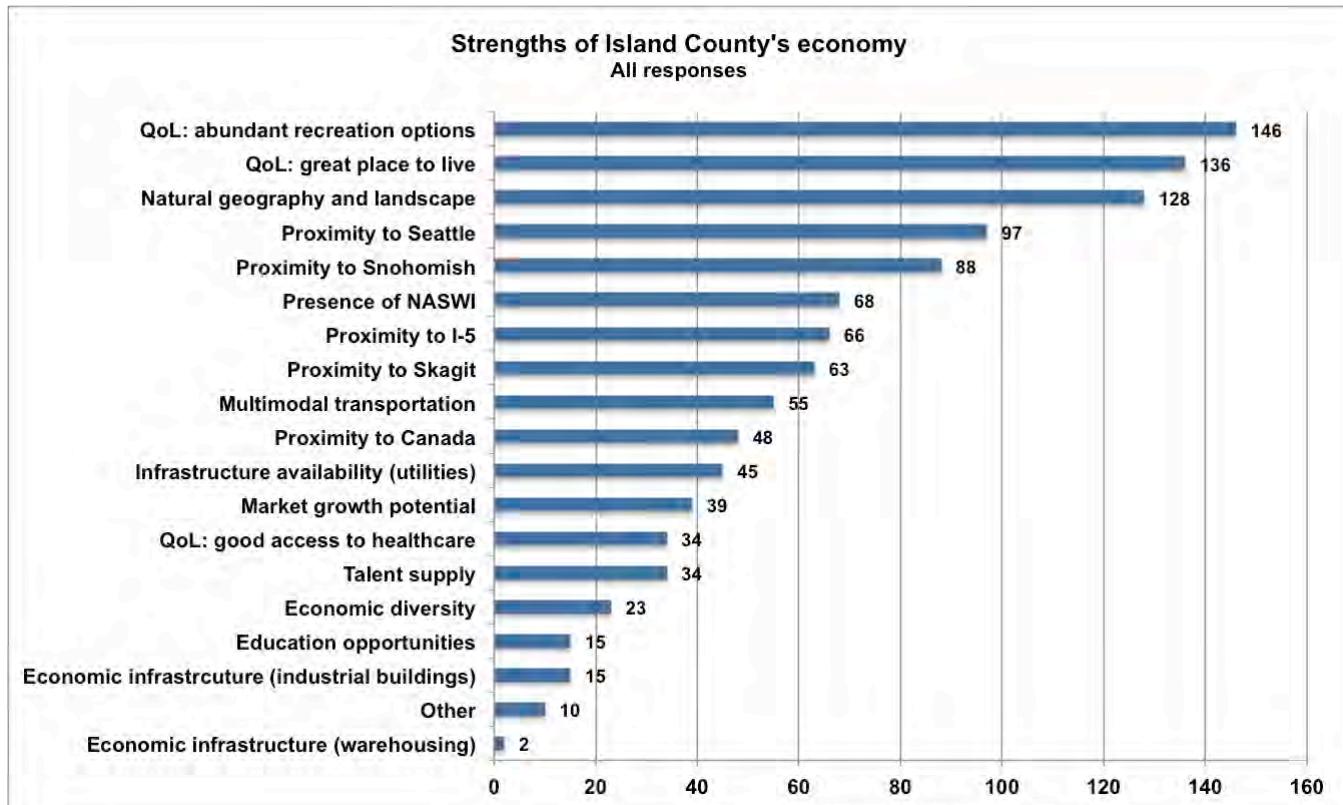
While 71 of the 181 respondents indicated that they were answering from a resident only perspective in Q3, 80 respondents indicated that they were answering from a resident only perspective when asked what sector or industry their work or business was within. The top five sectors of responses after resident only were business and professional services, creative economy, government, nonprofit, and construction. For additional breakdown, see the Q5 figure below.

**Q5. What sector or industry does your primary business or work fall within?**  
181 total respondents



### Identifying Strengths

6. Would you consider any of the following characteristics to be strengths of the Island County economy, as it relates to your particular business or sector? Below is a list of strengths commonly identified in other communities. Some have been localized to make sense within Island County's context. Check all that you believe apply to Island County. If you do not believe any to be true, please check Other.



Far and away, respondents answered that Island County's greatest strengths are related to its high quality of life and geography, which results in abundant natural beauty and landscapes and offers many opportunities for recreation and tourism. While Island County is not as directly connected to I-5, Seattle, and Vancouver, many respondents believe that proximity to Seattle, Canada, and Snohomish and Skagit counties are a major strength and benefit to Island County. 68 respondents also noted that the presence of NASWI is a major strength of Island County's economy.

7. Do you have any other feedback or inputs regarding strengths of your industry or sector or Island County's economy generally? Topics of particular interest include economic diversity, business attraction, talent supply, business resources, infrastructure, and quality of life.

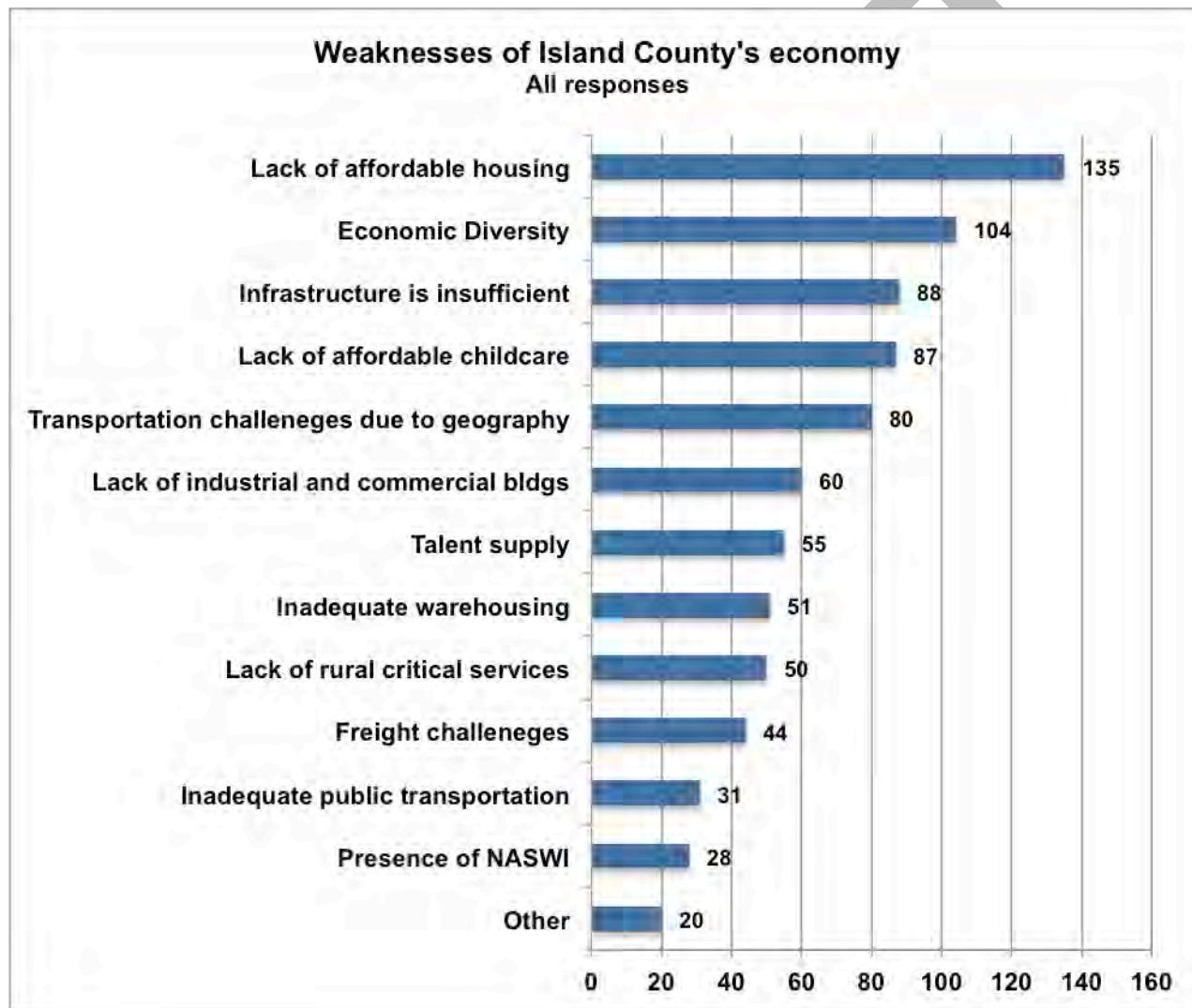
Respondents wrote in several additional strengths for this question, including but not limited to:

- People choose live in Island County, resulting in very passionate communities
- Great business resources
- Tourism and agritourism creating business opportunities
- Many small farmers turning to more sustainable methods, small scale production
- Low crime rates
- A lot of housing expertise (construction, real estate, mortgage brokers, planners)
- Politically diverse communities

In addition, many respondents included weaknesses and threats in their optional write in. Those details are included appropriately under the weaknesses and threats descriptions below.

### Identifying Weaknesses

8. Would you consider any of the following characteristics to be weaknesses of the Island County economy, as it relates to your particular business or sector? Below is a list of weaknesses commonly identified in other communities. Some have been localized to make sense within Island County's context. Check all that you believe apply to Island County. If you do not believe any to be true, please check Other.



By far, the biggest challenge in Island County according to employers, residents, local elected leadership, nonprofits, and more is affordable housing. This is followed by the perceived lack of economic diversity, insufficient infrastructure, a lack of affordable childcare, and transportation issues due to island geography. This is not surprising as housing, childcare, and infrastructure are issues in nearly every county in the United States. The transportation issues,

however, are primarily local and stem from the nature of Island County's geography. The biggest of these issues being, 1) the unreliability of both the two ferries that go to/from Island County, but particularly the Mukilteo-Clinton route, and 2) the lack of connection between Camano and Whidbey Islands.

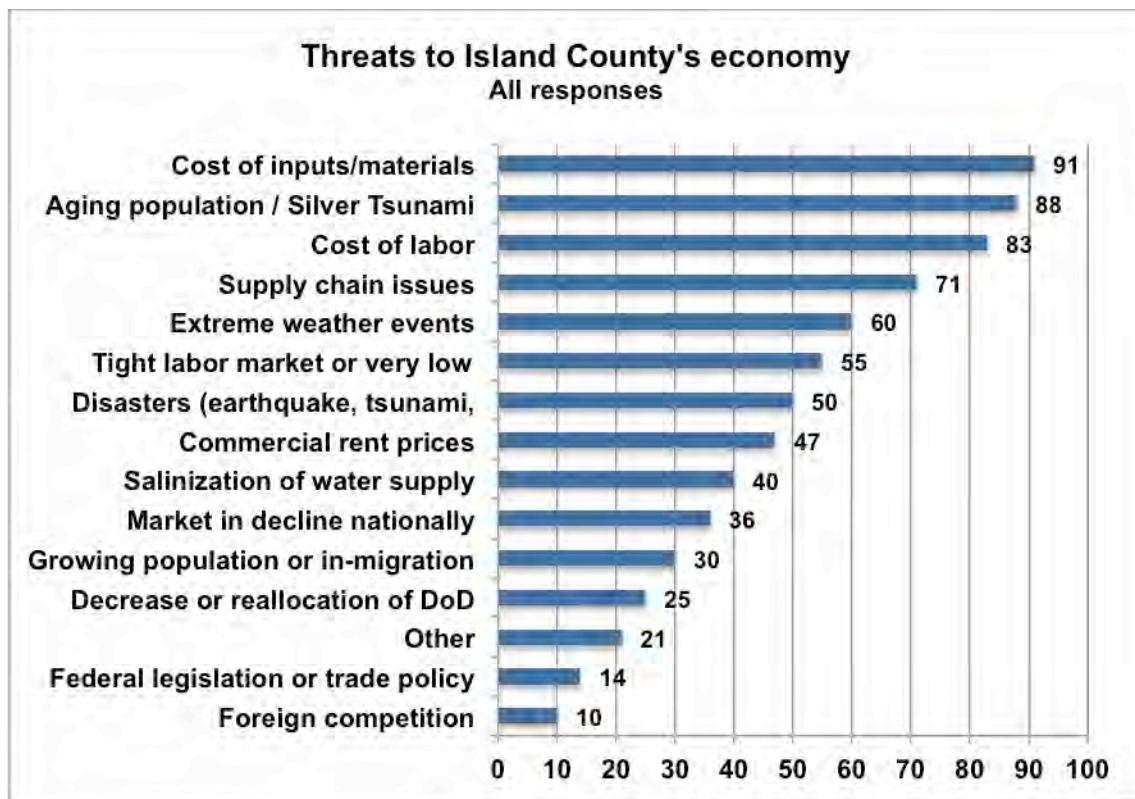
9. Do you have any other feedback or inputs regarding weaknesses of your industry or sector or Island County's economy generally? Topics of particular interest include economic diversity, business attraction, talent supply, business resources, infrastructure, and quality of life.

Respondents wrote in several additional weaknesses for this question (as well as in other write in areas), including but not limited to:

- Too many government jobs (not enough economic diversification)
- Lack of adequate sewer / water infrastructure (infrastructure inadequate)
- Low wages
- Lack of engineering jobs
- Many vacant commercial properties in some areas
- Permitting process too long and expensive for affordable housing
- Confusion over County's economic goals
- Commuting off Island to get some services and products is basically required
- Tight knit communities appear cold and closed off to newcomers
- Not enough entry level employees
- Small number of retail and restaurant options in some areas
- Lack of animal slaughter and processing resources
- Loss of Dutch colonial heritage
- Lack of easy access to veteran's centers and health services
- Lack of workforce / aging workforce
- Lack of youth night light and non-school activities
- Perceived misalignment between community wants/needs and government plans
- Very small market for certain services and products

### **Identifying Threats**

10. Would you consider any of the following characteristics to be threats to the Island County economy, as it relates to your particular business or sector? Below is a list of threats commonly identified in other communities. Some have been localized to make sense within Island County's context. Check all that you believe apply to Island County. If you do not believe any to be true, please check Other.



As shown above, the biggest threats to Island County's economy, according to the 181 respondents, are primarily cost related (inputs, materials, labor), labor market related (aging population and very low unemployment), and disaster related (extreme weather, etc.).

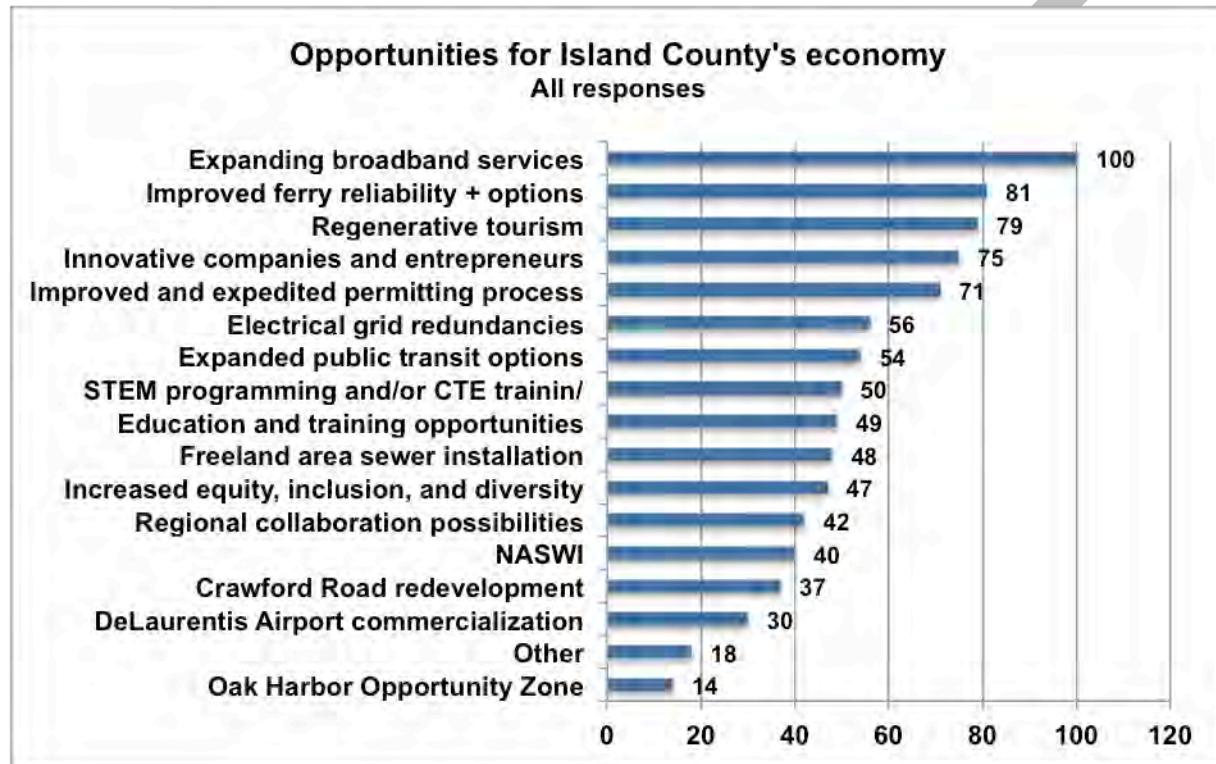
11. Do you have any other feedback or inputs regarding threats of your industry or sector or Island County's economy generally? Topics of particular interest include economic diversity, business attraction, talent supply, business resources, infrastructure, and quality of life.

Respondents wrote in several additional threats for this question (as well as in other write in areas), including but not limited to:

- Increased state regulations
- Impacts on land and resources due to tourism popularity
- Jet noise harming children's education experience
- Limited points of ingress/egress
- Loss of DOD funding / loss or cuts to NASWI
- Sprawl and lack of incentives to preserve and conserve Island County's environment
- Perceived racist culture
- Anti-development culture
- Us vs. Them mentalities related to the four census districts (N. Whidbey vs. S. Whidbey, Whidbey vs. Camano, etc.)
- NIMBYism

## Identifying Opportunities

12. Would you consider any of the following characteristics to be opportunities for the Island County economy, as it relates to your particular business or sector? Below is a list of weaknesses commonly identified in other communities. Some have been localized to make sense within Island County's context. Check all that you believe apply to Island County. If you do not believe any to be true, please check Other.



13. Do you have any other feedback or inputs regarding opportunities in your industry or sector or Island County's economy generally? Topics of particular interest include economic diversity, business attraction, talent supply, business resources, infrastructure, and quality of life.

Respondents wrote in several additional opportunities for this question (as well as in other write in areas), including but not limited to:

- Lower road speeds, improving traffic flows
- Increasing walk/run/bike path availability
- Additional small health clinics
- Additional mental health services
- Public support for the creative economy, artisans
- Island Transit 7-day a week fare-free service
- Stabilizing planning departments throughout the county, reducing staff turnover
- Increasing predictability of code interpretation
- Expedited permitting for green, affordable housing projects

- Local, community solar projects
- Tighter relationship between County government and NASWI
- Increasing wages
- Aging population (many skills, knowledge to share)
- NASWI veterans and spouses
- Relationship building and listening sessions between planners and builders

## **Outreach to Non-English Speaking Communities and Business**

The survey was initially only available in English, however after discussion with the Review Committee and Island County, we decided to translate the a simplified version of the survey into Spanish and Tagalog, as well as social media assets for the EDC and partners to post. Island County generously funded the translation of the SWOT surveys and social media assets. The EDC for Island County, the City of Oak Harbor, the Oak Harbor Chamber of Commerce, and Camano Island Chamber of Commerce all advertised the Spanish and Tagalog surveys on their social media or in their newsletters. Oak Harbor and Camano Island were targeted because they have the most diverse populations within Island County.

The survey was open from December 15, 2023 through March 15, 2024.

After receiving only one response to the Spanish SWOT by mid-February, additional outreach attempts were made by working with the Washington State Department of Commerce Community Engagement Team. This team is explicitly tasked with working with diverse community and business organizations. As a result, we were connected with the Center for Inclusive Entrepreneurship (CIE) and the Asian Pacific Cultural Center. While willing to share the information, CIE noted that in the past they often had to discuss surveys face-to-face with respondents and sometimes help them fill them out. The Asian Pacific Cultural Center responded that they did not have any business connection located within Island County.

One of the lessons learned from this is that while translations are a necessary first step in reaching unserved and underserved population, it is not sufficient on its own and requires trauma-informed, culturally appropriate, trust-based outreach.

In discussion with staff experts at the WWU SBDC and CIE, this population of business owners and workers are unlikely to respond to emails or social media, especially from entities they do not personally know and have experience with. CIE also noted that in their other survey work, they first have to establish trust-based relationships with each individual business owner or worker in order to make them feel comfortable with responding to a survey. This population is very unlikely to respond to surveys or emails from organizations or individuals they do not have personal experience with.

Additionally, it is important to note that a large segment of Northwest Washington's population from Central and South America are actually not Spanish speakers at all. Many are Indigenous and either do not speak Spanish at all or Spanish may be their second language. During the Nooksack and Skagit River floods in 2021, which impacted Skagit and Whatcom Counties, FEMA translated emergency materials into Spanish, Russian, and Punjabi, Quechua, Mam,

K'iche, Mixteco-Bajo, Mixteco Alto, and Triqui. FEMA worked on the Indigenous language translations through the Guatemalan and Mexican Consulates.

Many workforce and economic development organizations in the region do not have the resources (staff or funding) to translate materials into every language that is truly needed. Additionally for some Indigenous languages there are only one to two translators available in the entire United States.

#### 4. Industry SWOT Results

Industry SWOTs are the consolidated results of the survey, stakeholder interviews, Review Committee input, and other targeted sector input.

##### **Agriculture**

###### **Strengths**

- Approximately 300 small family farms
- Growing number of products grown
- Growing number of product-to-table growers
- Growing number of value-added products produced
- Contributes to conservation and land stewardship
- Contributes to natural beauty and scenic views
- Enhances local quality of life
- Increase local food security and resiliency
- Northwest Agriculture Business Center programs + resources
- Multiple local agriculture education options
- WSU Extension
- Organic Farm School
- Pacific Rim Institute
- Multiple farmer's markets, Whidbey Island Grown Cooperative
- Agricultural Resources Committee for Island County
- Tight-knit well connected industry

###### **Weaknesses**

- Labor shortage, hard to find seasonal workers
- Many farmers have inadequate access to healthcare
- Many farmers are aging with no retirement or succession plans
- Lack of workforce housing
- Lack of local slaughter services / mobile slaughter unit
- Perceived differences within industry between larger family farms and "hobby farms"
- Perceived conflict between industry and environmental groups
- Unreliability of Mukilteo-Clinton ferry

###### **Opportunities**

- Agritourism (a Floating Farm Stand)
- Mobile slaughter unit
- Employee Ownership
- Revised Events code presents opportunities to aging and new farmers for alternative streams of income

### Threats

- Environmental degradation
- Climate change impacts
- Rising input costs
- Aging farmers
- Rapidly increasing land costs/value

### Construction

#### Strengths

- Growing number of businesses and jobs
- Industry forecasts indicate growth for 20+ years
- Many small local, on Island, builders
- Many in industry are well educated in local code
- Local businesses committed to hiring local workers
- Community wants to hire local construction companies
- Very tight knit industry
- Deeply involved with local community

#### Weaknesses

- Labor shortage
- Lack of affordable, accessible workforce housing
- Employee turnover in county, city, town planning departments
- Perceptions of arbitrary, lengthy government processes
- Lack of contractors results in off-Island, higher price services to commute in
- Long wait times for certain services (plumbing, sewage, water, electricians, etc.)
- Most construction focused on new builds, large projects, not small fixes

#### Opportunities

- Explore options to stabilize planning department staffing
- Explore options to standardize and increase predictability of code interpretation
- Additional Builder's Listening Sessions with County and other jurisdictions
- State Housing laws will require significant growth in this industry
- Workforce housing

### Threats

- Rising cost of inputs / materials
- Cost of living creating wage pressure on small businesses

### Creative Economy

#### Strengths

- Two Creative Districts (Langley, Coupeville)
- Multiple artists; art nonprofits; galleries; sculpture gardens, forest, parks
- Events and education opportunities for all types of artists (painters, writers, sculptors, actors, photographers, etc.)
- Flexible work hours and locations
- A lot of information and resource sharing within the industry
- A lot of industry knowledge

### **Weaknesses**

- Many small arts nonprofits contributing to difficult operating environment
- Many artists require additional jobs to make ends meet
- Business training and resources available for creatives
- Cost of housing
- Cost of studio space / square footage available
- Aging industry with unclear succession and replacements

### **Opportunities**

- Large consolidated performing arts center
- Entrepreneurial and leadership training for artists
- Pool of part time and flexible potential workforce
- Mentorship and networking events for young artists

### **Threats**

- Economic cycles, downturns
- Lack of funding

## **Education**

### **Strengths**

- Skagit Valley College, WSU Extension in Oak Harbor
- Proximity to WWU, WWC, BTC in Bellingham
- Multiple schools with remote options and local in-person supervision available
- Highly educated local population
- Four K-12 School Districts (3 in Island, 1 in Stanwood/Snohomish County)

### **Weaknesses**

- Wages not in alignment with cost of living
- No Skills Center within Island County
- Students often have to commute off island to access programs
- K-12 early education readiness rates low
- Misperceptions about education and local job opportunities
- Lack of affordable housing is creating additional costs for school districts
- Lack of affordable housing and increased houselessness among students puts students in precarious, unstable positions, often resulting in poorer performance
- Many youth training programs cut or limited due to budget cuts

### **Opportunities**

- Engaging with school districts, teachers, parents to educate them about the trades, manufacturing, construction, healthcare
- Island County Skills Center
- Affordable, accessible housing
- Affordable, accessible childcare and early education learning opportunities

### **Threats**

- Inadequate or reduced state and federal funding

## **Infrastructure (includes Energy, Transit, Utilities)**

## Strengths

- Island Transit 7 days a week, zero-fare system
- Good working relationship between PSE-Island County and SNOPUD-Island County
- Good working relationship between ISPs and Island County jurisdictions
- Committed, active Broadband Action Team
- Several new routes planned for fiber internet expansion

## Weaknesses

- Whidbey Island is a sole aquifer system
- Majority of potable water and septic systems are privately owned
- Many aging septic systems on both islands
- Resident concerns about PFAS and other water and soil contaminants
- Some areas of both islands lack stable cellular services
- Some areas of both islands lack reliable, quality high-speed internet services
- Several areas where traffic bottlenecks, especially at ingress/egress points such as Clinton, Coupeville, Deception Pass, and Stanwood
- Lack of redundancies (particularly energy)
- Residential and commercial solar expansion slow
- Unreliability of ferries to/from Whidbey Island
- Lack of connection between Whidbey and Camano Islands
- Currently not enough Level 4 chargers for electric vehicles on both islands
- Rapidly increasing utility rates

## Opportunities

- Exploring options for electrical grid redundancies (community solar)
- Improving and expanding quality, affordable internet services
- Improving cellular network coverage
- Supporting Island Transit zero emission transition
- Create Active Transportation Plans
- Expand number of Level 3 chargers
- Educate the public on septic system maintenance and repair

## Threats

- Disasters, especially weather related
- Increasing materials / inputs costs

## Healthcare

### Strengths

- Largest private employment sector within Island County
- Growing employment sector, growing wages
- Family wage jobs with career paths for growth
- Growing demand due to aging population and expanding disabled population
- Tons of interest by youth for jobs and training this industry

### Weaknesses

- Skills and certification are a barrier/bottleneck to creating more jobs
- Not enough trainers (nurses) because they are underpaid as trainers
- Trouble maintaining and retaining staff, services in some areas of the county

- Many private healthcare providers are increasingly having trouble with insurance payments and system set up
- Small number of large providers, some with long wait times
- High-rate of burnout in the industry since March 2020

### **Opportunities**

- Maintain existing services and staff
- Aging populations in S. Whidbey and Camano require additional healthcare, eldercare and aging adult services
- Expanded mental health and substance abuse recovery services
- Telehealth industry expansion

### **Threats**

- Additional certification requirements
- Legislation that preferences large conglomerates over private providers

## **Manufacturing**

### **Strengths**

- Industry offers family wage jobs
- Close proximity to aerospace, food, and marine manufacturing centers
- Expanding support from State for sub-sectors (marine trades, food processing)

### **Weaknesses**

- Small number of jobs within Island County, most require commuting
- Limited number of appropriate industrial sites with infrastructure available in Island County
- Many residents and elected officials in Island County oppose additional manufacturing, particularly heavy industry, due to environmental concerns
- Smaller contractors have difficulty obtaining military and aerospace contracts

### **Opportunities**

- Expanded, value-added food processing
- Expanded, value-added light industrial in existing, appropriately zoned non-critical areas
- Oak Harbor Opportunity Zone
- Oak Harbor's Industrial North

### **Threats**

- Vulnerable to economic cycles
- Vulnerable to global competition

## **Maritime**

### **Strengths**

- Three Ports, multiple marinas, two ferry route connections
- Strong regional ties to marine trades in Whatcom, Skagit, and Snohomish
- Strong ties to manufacturing and construction industries
- Home to Nichol's Brothers Boat Builders
- Hundreds of miles of coastline

### **Weaknesses**

- Lack of affordable, quality childcare

- Lack of affordable, quality workforce housing
- Cost of living increases creating wage pressure on employers
- Unreliable ferry between Snohomish-Island County

### **Opportunities**

- Capitalizing on Maritime Blue and industry cluster resources
- Workforce housing
- Improved ferry services
- Electrification of maritime industry products (boats, batteries, etc.)
- Value added innovation
- Orca and marine life and environment stewardship

### **Threats**

- Disasters (tsunamis, winter storms, King tides)

## **Military + Defense (includes Aerospace)**

### **Strengths**

- Proximity to Boeing, Paine Field
- Oak Harbor and Camano Island within reasonable commuting distance to Boeing
- NASWI is the only naval air station in the PNW
- Aerospace jobs pay higher wages

### **Weaknesses**

- Majority of aerospace manufacturing industry located outside of Island County (e.g. Snohomish, Skagit Counties); requires commuting off-Island
- Workforce housing
- Lack of affordable, accessible childcare
- Negative public perceptions of the industry
- Lack of accreditation and certification of veterans

### **Opportunities**

- Industrial North
- Light, environmentally friendly manufacturing
- Veterans with related skills and knowledge
- Military spouses with related skills and knowledge
- Certification of veterans for skills that can be used off-base

### **Threats**

- Changes to Department of Defense spending
- Industry highly impacted by economic cycles

## **Real Estate**

### **Strengths**

- Huge demand for all types of housing product
- Tight knit real estate community
- Good relationship with the construction and mortgage/banking industry
- Very knowledgeable realtors throughout the county

### **Weaknesses**

- Outside realtors uninformed and not knowledge about Island County can create long-term problems for buyers, realtors, local governments
- Not enough product, not enough diversity of product
- High interest rates putting borrowers in precarious situations
- Extremely high median prices
- Housing and childcare costs impacting realtors themselves

### **Opportunities**

- Develop permanently affordable units
- Develop more of all types of units
- Create workforce housing
- Expedited permitting process for affordable housing, green projects
- Revised ADU / DADU codes

### **Threats**

- Rising interest rates
- Changing fee structures

### **Retail**

#### **Strengths**

- Large employment sector
- Varied sector with many types of services and products
- Supports multiple other sectors (e.g. creative economy, tourism)
- Lots of opportunities for youth and seasonal employment

#### **Weaknesses**

- Labor shortages causing some businesses to limit operations/hours
- Main Street businesses not keeping regular M-F, 9-5pm hours
- Retail wages are low
- Lack of affordable housing
- Lack of affordable childcare

### **Opportunities**

- Work share programs
- Workforce housing
- Affordable, quality childcare

### **Tourism (includes Events, Recreation + Leisure)**

#### **Strengths**

- Hundreds of miles of pristine coastline
- Forested areas, scenic views, myriad hiking, walking, running options
- Many state and county parks
- Multiple marinas and harbors
- Amazing farm stands, farm visit, and organic food opportunities
- Most visited State Park in WA (Deception Pass)
- Booming events industry throughout the year and on both islands
- Easy day trip for Seattle area population
- Embrace Camano and Whidbey Islands / Tourism Committee

### **Weaknesses**

- Jobs are lower wage, hard to find workers, especially seasonal workers
- Lack of workforce housing
- Impacts of tourism on land, water, housing, traffic
- Negative perceptions that housing is being used for short-term rentals
- Potentially too many events
- Not all events have the same degree of positive impact on business
- Unclear messaging and marketing to date on new direction

### **Opportunities**

- Creating a strategy and action plan to implement Transformative Tourism
- Expansion of agritourism
- Expansion of the number of DADU and ADUs
- Work share programs
- Workforce housing
- Affordable, quality childcare
- Whidbey and Camano wide events calendar
- Some events consolidation
- Events and tourism impact study

### **Threats**

- Climate change impacts (including wildfire smoke)
- Disasters

### **Nonprofits**

#### **Strengths**

- Many engaged, caring local citizens
- Nonprofits provide many services and goods to local population
- Strong network increases local economic and disaster resiliency
- Cover many topics, something for all interests and passionates

#### **Weaknesses**

- High number of nonprofits creates difficult operating environments
  - Increased difficulty with fundraising
  - Increased difficulty differentiating products / services
  - Increased difficulty finding workers
- Cost of living increases creating wage pressure nonprofits cannot afford
- County/City/Town departments recruiting for similar positions at higher pay, resulting in staff shortages and some nonprofits defunded
- Many nonprofits staffed by aging volunteers

#### **Opportunities**

- Nonprofit mergers
- Work share programs
- Workforce housing
- Affordable, quality childcare
- Relationship building with County staff

## 5. Stakeholder Interviews

As detailed in **Appendix 6.2** above, key sectors and stakeholders for targeted outreach were identified by the EDC, then reviewed and added to by the Island County CEDS Review Committee. Island County Planning and Community Development provided key stakeholder information for regular customers and users of planning and development services in the construction and real estate industries. Likewise, Island County Public Health provided names of key stakeholders in the healthcare industry.

This outreach, which included sending over 600 emails and follow up emails to key stakeholders, resulted in 81 interviews. Of those 81 interviews, approximately 19 were located in North Whidbey, 14 in Central Whidbey, 28 in South Whidbey, 8 on Camano Island, and 12 were county-wide businesses / agencies or roles. The interviewees included 45 women, 33 men, and three non-binary or gender non-conforming individuals, of who seven were Black, Indigenous, or People of Color, and four were veterans. Interviews were conducted over the phone or Zoom and ran 30 to 90 minutes in length, with the vast majority running approximately one hour.

At least one interview was conducted within every sector, with the bulk of interviews being conducted in the following with those working in agriculture, construction, infrastructure, government, education, and nonprofits.

### Interview Questions

All interviews were conducted using structured interview methods for the beginning of the interview and open-ended interview methods towards the end of the interview. In other words, all stakeholders were asked the same questions.

1. Tell me a little bit about yourself, your business, and why you find yourself working or doing business in Island County.
2. What are some of the strengths of working in Island County? What is currently working well?
3. What are some of the challenges of working in Island County? What is currently not working?
4. What are some opportunities you see for Island County's economy?
5. What are some threats or issues you worry about for Island County's economy?

### Interviews Summary

Interviewees were provided under the guarantee of anonymity.

### Question #2 Strengths

Many of the people interviewed were very positive about Island County's economy. A number of themes emerged from the interviews, which support and contextualize the survey results.

Key themes included:

- Extremely knowledgeable and passionate population / communities
- New direction of Embrace Camano and Whidbey Islands very promising

- Agritourism options are abundant and growing
  - Whidbey and Camano Islands as “floating farm stands”
- Small farms and farm to table options increasing Island County food security
- Variety of types of farms and products creating niche markets and food processing opportunities
- Construction and real estate industry well versed in code interpretation and compliance
- Nonprofit provide many valuable important community services
- Amazing natural geography and resources

### **Question #3 Weaknesses**

Despite positivity and excitement about Island County’s economy, interviewees also had a number of concerns.

Key themes included:

- Lack of affordable housing and workforce housing throughout Island County, but particularly in N. and S. Whidbey
- Misalignment between the cost of living and wages
- Lack of entry level workers, especially retail, restaurant and tourism workers
- Unreliability of both ferries causes myriad problems for businesses and workers
- County, city, and town employee turnover delaying projects and development progress
- Lack of consistency in planning and development code interpretation
- Misalignment between residents knowing more housing is needed and not wanting more housing built in their neighbor or area
- Sole aquifer water system, aging septic systems, PFAS contamination
- County departments hiring nonprofit staff, reducing pool of available workers
- Lack of connections and communications between Whidbey and Camano Islands
- Communication lacking between County and some funded nonprofit partners
- Potentially too many events, too many nonprofits

### **Question #4 Opportunities**

Interviewees had many ideas regarding opportunities for Island County’s economy. Some of those ideas were to turn weaknesses into opportunities (e.g. build afford housing) and some were unique opportunities (e.g. DeLaurentis Airport commercialization).

Key opportunities included:

- Build affordable housing
- Build workforce housing
- Support and promote the expansion of affordable, quality childcare slots
- Build relationships between County, EDC, and key industry associations (such as builders, realtors)
- Commercialization of DeLaurentis Airport
- Paving Crawford Road

- Including and working with construction and infrastructure industry whenever considering building and planning regulations that impact the cost and speed of their work
- Expedited permitting process
- Stabilization of employee turnover at the County, Cities, Town
- Considering additional sewer treatment installation in S. Whidbey
- Oak Harbor marina improvements
- Oak Harbor's Industrial North
- Improved, reliable high-speed internet throughout both islands
- Improved, reliable cell service, especially in rural areas
- Community solar programs
- Revised events code
- Revised benefits and rating systems so that people use it more
- Create more incentives to conserve and preserve forests, shorelines, farmland
- Reducing or consolidating events / do an events study to evaluate impacts
  - Limit events that are high impact to the environment but low impact and benefit to the local community and economy
  - Promote events that are low impact to the environment and high impact and benefit to the local community and economy
- Developing how to and explanatory resources for businesses
- Expanding entrepreneurship programming to Camano Island
- Better prepare businesses and entrepreneurs for disasters and financial downturns
- To be a leader in climate resiliency action
- To be a leader in addressing the affordable housing crisis

## Question #5 Threats

Overall interviews were less focused on external threats and much more focused on issues interviewees to be particularly acute in Island County. For example, when asked about threats, the vast majority focused on the lack of affordable housing, childcare, and the unreliability of the ferry system. Most did not identify federal level issues or external shocks as a primary concern.

However, some key threats were still identified through the interviews, including:

- Climate change
- Climate refugees impacting in-migration
- Disasters and extreme weather events (king tides, tsunami, earthquake, wildfires, smoke)
- Quickly changing state regulations that require financial capacity and workforce skills that many businesses and nonprofits do not currently have
- Rising interest rates
- Certain sectors highly subject to global competition
- Certain sectors very vulnerable to economic cycles and recessions (aerospace, military, manufacturing, construction)
- Ongoing supply chain issues and materials issues

Sector specific comments can be found in the **Appendix 6.4 Industry SWOT** above.

## 6. Data Sources and Relevant Reports, Studies, Strategies.

All data sources are cited in text or below figures. For those that are not, information and data was drawn from the following key websites, reports, plans, and studies.

2024. ArtsWA. [Creative Districts](#).

2024. Choose Washington. [Washington's growth industries](#).

2022. Childcare Aware of Washington. [Childcare in Island County](#).

2020. City of Langley. [Comprehensive Plan](#).

2024. City of Langley. [2025 Comprehensive Plan Update](#).

2022. City of Oak Harbor. [Comprehensive Plan](#).

2024. City of Oak Harbor. [Adopted Plans](#).

2024. Economic Development Council for Island County. [Island County Profile](#).

2023. Economic Development Council for Island County. [Major Employers of Island County](#).

2022. Economic Development Council for Island County. [Seasonal Housing Report](#).

2023. Embrace Whidbey and Camano Islands. [Regenerative Guide](#).

2023. Employment Security Department. Washington State. [Agricultural employment and wages](#).

2023. Employment Security Department. Washington State. [County Profiles: Island County](#).

2023. Employment Security Department. Washington State. [Labor Area Summaries](#).

2024. Island Access 2045. [Island County Regional Transportation Plan](#).

2024. Island County. [2023-2024 Community Health Assessment \(CHA\)](#).

2024. Island County. [Comprehensive Emergency Management Plan](#).

2016. Island County. [Comprehensive Plan Update](#).

2021. Island County. [Comprehensive Plan 2025 Update](#).

2020. Island County. [Multi-jurisdictional Hazard Mitigation Plan.](#)

2024. Island County. [Parks and Trails Documents.](#)

2021. Island County Child Care Partnership Task Force. [Special Report.](#)

2021. Island County Child Care Partnership Task Force. [June 2021 Needs Assessment.](#)

2024. [Island Transit.](#)

2024. [Langley Creates Creative District.](#)

2018. Naval Air Station Whidbey Island. [Economic Impact Assessment.](#)

2024. Puget Sound Energy. [Clean Energy Implementation Plan.](#)

2024. SNOPUD. [Integrated Resource Plan.](#)

2023. Town of Coupeville. [Comprehensive Plan.](#)

2017. US Department of Agriculture. Census of Agriculture. [County Profile: Island County, Washington.](#)

2022. US Department of Agriculture. Census of Agriculture. [County Profile: Island County, Washington.](#)

2024. Washington State Department of Commerce. [Community Economic Revitalization Board \(CERB\).](#)

2024. Washington State Department of Commerce. [Economic Partnerships.](#)

2024. Washington State Department of Commerce. [Housing.](#)

2024. Washington State Department of Commerce. [Internet for All in Washington.](#)

## **7. Public Comment**

A 30-day public comment was held from Monday, April 15, 2024 to Friday, May 17, 2024. The document was posted on the EDC's CEDS webpage on Monday, April 15, 2024 with a link to the PDF and instructions for how to submit comments.

In addition to posting the document for comment on the website, an email was sent out to all Board members and EDC members and partners announcing the opportunity for public comment and asking partners to please share the opportunity with their members, employees, or constituents. The consultant provided the EDC and all Review Committee members with two social media and email templates for their convenience, one being an announcement and

the other being a follow up reminder. Partners posted or emailed the announcement out to their networks at their convenience.

The consultant also provided the EDC and Review Committee with a press release announcing the public comment period. The EDC sent out an additional email blast to their members with the press release details and posted the opportunity for public comment on their social media (Facebook) on April 15, April 22, May 6, and May 15, 2024 (478 followers). The EDC Facebook posts tagged partner Chambers and Tourism agencies (over 10,000 followers combined), and were directly shared by the City of Oak Harbor (6,300 followers), the Clinton Chamber of Commerce (2,000 followers), and three accounts related to WSU Extension – Island County (approximately 1,000 followers combined). Island County government also posted the opportunity for comment on their social media (Facebook) on April 15, 2024. In addition, many agencies distributed the CEDS draft and public comment form within their organizations.

For example, the City of Langley shared the opportunity with the Langley Planning and Building Updates email list (245 recipients) as well as a reminder and posted two fliers on their bulletin boards in City Hall and at the Post Office. The City of Oak Harbor also included a link on the City's economic development page. NASWI included links to the draft and comment form in their "All Hands" distribution email, which goes to all NASWI personnel, with approximately 11,000 recipients. The opportunity to comment was also shared on the Camano Island Library webpage and with Island County library managers. The Clinton Community Council shared the opportunity with council members and community stakeholders. The Camano Chamber of Commerce shared the opportunity in their e-newsletter twice (650 recipients) and their social media (3,800 followers), and Board of Directors (16 individuals and business owners). Many other Review Committee members and agencies shared this opportunity to comment and overall, the opportunity to comment was widely publicized and distributed throughout Whidbey and Camano Islands.

Comments received were carefully evaluated by the EDC consultant and staff, with every comment categorized, necessity and content of edit discussed, required edits were then made and reviewed by all. Comments and edits made to date were then discussed at the May 2024 Review Committee meeting. Additional comments received after the meeting were catalogued, reviewed, and sent out to the Review Committee with an updated draft for their review. Any remaining questions about comments were reviewed with the EDC and Island County. The Review Committee agreed to the substantive changes as well as the reporting method of comments via this summary appendix.

There were eleven unique commenters who provided a total of 38 comments, though many comments included anywhere from three to five sub-comments. Comments were received via the EDC website comment form and email.

Given space considerations, the following table contains a non-exhaustive high-level summary list of comments received regarding the Island County CEDS 2024-2028, organized by topic. A 16-page detailed document with all of the public comments and actions taken is available upon request.

## Summary of Comments and Responses

Topic	Summary of Comments
Climate resilience	<ul style="list-style-type: none"><li>• Add organizations as partners to climate goals</li><li>• Gear actions towards permanent protection</li><li>• Gear actions towards prevention, not response</li><li>• Add more about sea level rise and the costs to Island County</li><li>• Require low impact design green infrastructure</li><li>• Do not allow any development in flood prone or critical areas</li><li>• Do not allow any new bulkheads</li><li>• Do not allow any more shoreline armoring</li><li>• Identify funding to remove existing derelict and lost structures and shoreline armoring</li><li>• Specify how climate data and modeling will be used</li><li>• Determine which areas will be estuarine and begin public acquisition of those properties</li><li>• Add a commitment to build a community center for climate refugees and provisions for mass distribution of air filters</li><li>• Adopt regulations for farm and livestock management, considering how changing environmental conditions impact water quality and zoonotic disease transmission</li><li>• Create a county-wide biodiversity conservation plan</li><li>• Create a county-wide dispersed recreation and trails plan</li><li>• Add more detailed salmon conservations strategies</li><li>• Add strategies to reduce light pollution and preserve dark skies</li><li>• Do not focus on vehicle electrification, there is not enough power</li><li>• Keep Island County rural</li><li>• Conduct studies on the economic value of ecosystem services, including the costs of challenges and damages to those ecosystems</li></ul>
Education	<ul style="list-style-type: none"><li>• Do not limit the goals to STEM, add art / STEAM</li></ul>
Housing	<ul style="list-style-type: none"><li>• Identify funding needed to support building the number of housing units required by the 2045 by the state</li><li>• Promote the use of modular housing as a strategy for increasing housing on the islands</li><li>• No new housing infrastructure and no additional housing on Whidbey Island</li><li>• No low income housing unless it guarantees plant and animal biodiversity and conservation</li></ul>
Industrial and business parks	<ul style="list-style-type: none"><li>• One 10 acre shovel ready parcel available in Oak Harbor</li></ul>
Infrastructure	<ul style="list-style-type: none"><li>• Allow citizens to replace and maintain their own septic</li><li>• Do not build additional sewage treatment plants</li><li>• Do not build a sewage treatment plant in Clinton</li></ul>

	<ul style="list-style-type: none"><li>• Questions about Oak Harbor water utility rates</li></ul>
NASWI	<ul style="list-style-type: none"><li>• Concerns regarding negative impacts of the base on the environment and community health</li></ul>
Overall document	<ul style="list-style-type: none"><li>• Very comprehensive</li><li>• Overwhelming in scope, recommend a summary</li><li>• Include a general strategy to prefer strategies with the lowest long-term costs to the public</li></ul>
Tourism	<ul style="list-style-type: none"><li>• Include reference to the Maritime Heritage Plan and Area</li></ul>
Transportation	<ul style="list-style-type: none"><li>• Update the SWOT to say “some” cities are walkable as some cities in South Whidbey lack sidewalks and ramps</li><li>• Add sidewalk and curb ramps in Freeland to improve safety and walkability</li></ul>
Updating information	<ul style="list-style-type: none"><li>• Update information about Langley Creates fiscal sponsor</li><li>• Update information from the USDA County Profile 2022</li></ul>

## 8. CEDS Project List

Project Name	Project Location	Project Description	Project Type	Estimated Total Cost	Potential Funding Sources	Secured Funding Amount (Source)	Island CED funding?	EDA funding?	Other funding?
Short name	City, Island	Brief 1-3 sentences describing basics of project. Connect to biz or ecdev if not obvious.	Potential project types include: Public Works, Economic Development, Public Health, Workforce, Education, Public Safety, Parks & Rec, Tourism, Climate Resilience	As of the most recent estimate	Potential funding sources include but are not limited to: Island County CED, TIB, REET I, REET II, LTAC, Bonds, General Fund, Capital Funds, Impact Fees, Port, State (CERB, Broadband), Federal (DOE, DOT, MARAD, USDA, etc.)	Amount secured / committed to date, if any (with source of funding noted)	Do you plan to apply for Island County CED funding for this project? Yes / No	Do you plan to apply for EDA funding for this project? Yes / No	Do you plan to apply for other funding for this project? Yes / No
<b>Town of Coupeville</b>									
Rural Water Service Water Main Extension	Big Cedar Ln to Patmore Rd.	Out of Town water service extension	Public Works, Climate Resilience, Public Health	\$1,400,000.00	Water Fund, Grants	\$0	Yes	Yes	Yes
Rural Water Service Water Main Extension	Patmore Rd. to Wanamaker Rd.	Out of Town water service extension	Public Works, Climate Resilience, Public Health	\$800,000.00	Water Fund, Grants	\$0	Yes	Yes	Yes
Rural Water Service Water Main Extension	Engle Rd. / SR20	Out of Town water service extension	Public Works, Climate Resilience, Public Health	\$1,105,000.00	Water Fund, Grants	\$0	Yes	Yes	Yes
Water System Consolidation	Central Whidbey	Consolidate smaller water systems Within the Town's Water Service area	Public Works, Climate Resilience, Public Health	\$1,000,000.00	Water Fund, Grants	\$0	Yes	Yes	Yes
Sewer Line Extension	Moore Pl. to Town Limits	Sewer Extension	Public Works, Climate Resilience, Public Health	\$1,300,000.00	Sewer Fund, Grants	\$0	Yes	Yes	Yes
Phase II: WWTP Water Reuse	Coupeville, WWTP	follow up to wastewater treatment plant water reuse feasibility study	Public Works, Climate Resilience, Public Health	\$3,000,000.00	Sewer Fund, Grants	\$0	Yes	Yes	Yes
Boat Ramp Improvements	Coupeville, Thomas Coupe Park	Rehabilitate boat ramps, reconstruct small boat launch with storage and access. Install marine/ RV sewage pump out station.	Public Works, Parks & Rec	\$1,000,000.00	General Fund, Grants	\$0	Yes	Yes	Yes
Active Transportation Plan	Coupeville	Develop an Active Transportation Plan to explore projects and investments to improve walk- and roll-ability within Town Limits and connections to regional trail	Parks & Rec, Tourism	\$80,000.00	General Fund, Grants	\$0	Yes	Yes	Yes
Parks and Recreation Plan	Coupeville	Develop a Parks and Rec Plan to explore improvements and investments to park facilities	Parks & Rec, Tourism, Climate Resilience	\$50,000.00	General Fund, Grants	\$0	Yes	Yes	Yes
<b>Island County</b>									
Airport Compatability and Economic Development Study	Whidbey Airpark; DeLaurentis Airport; Camano Island Airfield	Study improvements near private airports to promote economic development. Assess the scope and design considerations for a sewer or community septic system for Clinton.	Planning	TBD	Grants, Island County	\$0	TBD	TBD	TBD
Sewer/Septic Study and Design for Clinton	Clinton RAID	Bridge to Boat implementation; connecting existing segments of trails with new or planned segments.	Planning, Public Works	TBD	Grants, Island County	\$0	TBD	TBD	TBD
Transportation Improvement Program - Bike Trails	Hwy 20/Hwy 525	County to work with developers and builders to identify land acquisitions to serve as a model for workforce housing.	Planning, Public Works	TBD	Grants, Island County	\$0	TBD	TBD	TBD
Land Acquisition for Affordable Housing	Island County	Study to assess the water quantity and quality of our sole source aquifers to better understand locations that can support development and	Planning, Human Services	TBD	Grants, Island County	\$0	TBD	TBD	TBD
Water Study	Island County	Construct highway shoulders and improve intersections as needed.	Planning, Health	TBD	Grants, Island County	\$0	TBD	TBD	TBD
State Route 20 Shoulder Widening, Race Road to Welcher Road	Central Whidbey	Construct a roundabout at the intersection	Public works, Economic Development, Public Safety, Tourism	\$7,000,000	Grants, WSDOT, Island County	\$1,600,000	Yes	Yes	Yes
State Route Intersection Improvement at Bush Point Road/Honeymoon Bay Road	Whidbey Island Greenland Area	Construct improved pedestrian access between WSDOT park and ride on SR 525 and	Public works, Economic Development, Public Safety, Tourism	\$3,000,000	Grants, WSDOT, Island County	\$0	TBD	TBD	Yes
Clinton Ferry Terminal Pedestrian Connectivity	South Whidbey			\$1,500,000	Grants, WSDOT, Island County	\$0	Yes	Yes	Yes

Island County Solid Waste Transfer Station	Near Coupeville	Design and construction of a solid waste transfer station	Public works and public safety. All economic and tourism interests on Whidbey are ultimately dependent on this essential infrastructure.	\$7,600,000	Island County tipping fees, grants		\$2,100,000	TBD	TBD	Yes
New Camano Island Solid Waste Transfer Station--preliminary engineering and site acquisition/selection	Camano	Perform preliminary engineering and acquire/select a site to build a new solid waste transfer station on Camano Island. Cost estimated for preliminary engineering only.	Public works and public safety. All economic and tourism interests on Camano are ultimately dependent on this essential infrastructure.	\$500,000	Island County tipping fees, grants		\$0	TBD	TBD	Yes
Whidbey Airpark Access Improvements	South Whidbey	Develop public road improvements to the Whidbey Airpark	Public works, Economic Development, Tourism	\$10,000,000	Road District, EDA, RCED	\$	50,000	TBD	TBD	TBD
SE Pioneer Way Revitalization/Reuse Study	Oak Harbor	Oak Harbor will conduct a site clean up of 1081 and 1091 Pioneer Way in conjunction with a revitalization / reuse study focused on the downtown corridor.	Economic Development; Tourism	\$1,000,000.00	EPA, WA State Ecology	\$200,000 - WA State Ecology grant	No	No	No	Yes
Shoreline Restoration	Oak Harbor	This project would be a combined effort from Streets, Sewer, Storm Drain and Streets to improve our infrastructure from Midway to Regatta.	Public Works, Public Safety, Economic Development	\$2,000,000.00	Streets Operation/REET, Water, Wastewater, Storm Drain	\$1,099,075 - Streets/REET, Water, Wastewater, Storm Drain	No	No	No	No
Pioneer Way - SR20 to City Beach Street	Oak Harbor	Water main replacement and other utility upgrades. Multi-modal improvements including re-channelizing the road and full repaving of the street.	Public Works, Economic Development	\$3,000,000.00	Arterials, Unsecured grant		\$0	No	No	Yes
SR20-SW Eagle Vista Ave to SW 24th	Oak Harbor	Pedestrian and safety improvements, including providing crossings on SR20, improved access to transit and traffic calming treatments. Work may include construction of roundabouts at the intersections and speed limit reductions to promote a safe transition from rural highway to	Public Works, Public Safety, Economic Development	\$5,000,000.00	Arterials, Unsecured grant		\$0	No	No	Yes
Midway Blvd Reconstruction	Oak Harbor	Pavement Preservation / ADA upgrades on Midway Blvd - Road Diet	Public Works, Public Safety, Economic Development	\$950,000.00	STBG/IRTPO grant, Arterials	\$821,750 - STBG/IRTPO grant; \$128,250 - Arterials	No	No	No	No
Industrial Avenue Tie-In	Oak Harbor	This project includes a tie-in connection between the 12-inch water pipe in Goldin Rd right-of-way to the existing 8-inch PVC parallel line at Industrial Avenue. This will help provide adequate fire flows to meet the 3,500 gpm requirement for businesses in the area.	Public Works, Economic Development	\$60,000.00	Water, Reserves	\$24,000-Water; \$36,000-Reserves	No	No	No	No
N. Whidbey Sewer Expansion	Oak Harbor	This project is to begin the design process for the installation of a lift station and all related infrastructure to serve the North Enterprise Zone.	Public Works, Economic Development	\$250,000.00	Unsecured grant		\$0	Yes	Yes	Yes
Marina Additional Improvements	Oak Harbor	This project will consist of removing and replacing the whalers on the north and south side of the main walkway. It will also consist of upgrading or replacing 2-3 electrical junction boxes along the main walkway.	Public Works, Public Safety, Parks and Recreation, Economic Development; Tourism	\$250,000.00	Marina funds	\$250,000 - Marina	No	No	No	No
Marina Boat Yard Acquisition	Oak Harbor	Purchase the boat yard at the south end of the Marina parking lot.	Parks and Recreation, Economic Development	\$673,688.00	Marina funds; RCED grant secured	\$675,000 - Grant; \$24,813 - Marina funds	Yes - secured	No	No	No
Marina Dredging	Oak Harbor	Complete the Pre-design study and then dredge the Marina	Parks and Recreation, Economic Development; Tourism	\$12,000,000.00	Marina funds; Grant-CPP; Bonds; Unsecured grant	\$150,000 - Rates; \$150,000-Grant- CPP	Yes	Yes	Yes	Yes

Channel Dredging	Oak Harbor	Work with the Army Corps of Engineers on design and dredge of the channel between Oak Harbor Bay and Saratoga	Parks and Recreation, Economic Development, Tourism	\$15,000,000.00	Federal		\$0	No	No	Yes
7th Avenue Wetlands Trail Feasibility Study	Oak Harbor	Planning and feasibility studies required to construct trails on city-owned property in the Northern section of the City. Trail network will provide passive recreation and pedestrian access to local residents, service providers and businesses in the area.	Parks and Recreation, Economic Development	\$110,000.00	TAP Grant; Paths & Trails fund		\$0	Yes	No	Yes
N. Whidbey Broadband Study	Oak Harbor	Conduct a study on the broadband needs of the City and North Whidbey Island. The study will focus on unserved and underserved areas within City limits as well as other areas in North Whidbey Island that have less than the State broadband download and upload speed and connectivity	Economic Development	\$75,000.00	CERB grant; IC Matching Funds; City General Fund		\$0	Yes	No	Yes - CERB
Whidbey Island Regional Sports Complex Study	Oak Harbor	Conduct a study on the viability of building an indoor sports complex for Whidbey Island	Parks and Recreation, Tourism; Economic Development	\$200,000.00	State legislature Community Project		\$0	No	No	Yes
North Industrial Park Feasibility Study	Oak Harbor	Conduct an Economic Development study for the North Industrial Park area of Oak Harbor	Economic Development	\$75,000.00	CERB grant (\$50,000)		\$0	Yes	No	Yes
Internet/Broadband expansion through Midtown	Oak Harbor	Whidbey Telecom has a Middle Mile grant to expand its service from Coupeville north of Oak Harbor. Oak Harbor can connect for \$24/foot. Looking at connecting Fire Station 82, Swantown to CWF, Downtown/Citywide Wireless, Heller to Navy base & City shop on 16th.	Economic Development, Tourism	\$24,000.00	Broadband grant		\$0	Yes	No	Yes
Athletic Fields Renovation	Oak Harbor	Give citizens a sense of pride in our community and positive places to play baseball, football and soccer. Fields need to be renovated to ensure children and adults have safe playing	Parks and Recreation, Economic Development, Tourism	\$300,000.00	RCO grant		\$0	No	No	Yes
Active Transportation Plan Implementation	Oak Harbor	Implement strategies to enhance quality of life, increase sustainability, support local economies and improve mobility and safety	Economic Development, Tourism	\$1,000,000.00	grants		\$0	No	No	Yes
<b>Port of Coupeville</b>										
Central Whidbey Broadband	Central Whidbey	Bringing broadband to 1043 premises	Public Works, Broadband, Economic Development	\$6,557,244	Grants	Public Works Board \$4,842,933 & Dept of Commerce \$ 1,614,311	\$0	No	No	No
EV Charging Stations	Greenbank Farm	Adding 6 Fast EV charging stations	Public Works, Transportation, Climate Resilience	Unknown	WAEVCP grant \$550,000.00 (been awarded, waiting for contract)	Dept. of Commerce DOC \$172,000.00	\$0	No	No	No
Pond Rehabilitation	Greenbank Farm	This is our fire suppression system for the barn as well as ag. Provides water for farmers on our land.	Agriculture, Public Safety,	Unknown	IDD funds		\$0	TBD	TBD	TBD
Envelope Repair	Coupeville Wharf	Remove siding, install weather protection and stabilization, replace siding, windows and doors.	Tourism; Economic Development	\$800,000	Grants, IDD funds		\$0	TBD	TBD	TBD
Raising the Wharf	Coupeville Wharf	Due to sea level rising, we plan to raise the wharf to save it from rising sea levels 2025.	Tourism, Economic Development	\$6,000,000	Grants, earmarks		\$0	TBD	TBD	Yes
Stadium Lights	Greenbank Farm	Replacing lights on extra parking area	Tourism, Economic Development, Public	\$70,000	IDD funds		\$0	TBD	TBD	TBD
Dock Replacement	Coupeville Wharf	Dock Replacement	Public Works,	Unknown	Unknown		\$0	TBD	TBD	TBD
Bulkhead Emergency Repair	Coupeville Wharf	Bulk head emergency repair	Public Safety	Unknown	Unknown		\$0	TBD	TBD	TBD
Barn A Roof Replacement	Greenbank Farm	Barn A roof replacement	Tourism, Public Works	\$300,000	Unknown		\$0	TBD	TBD	TBD
<b>Port of South Whidbey</b>										

Clinton Passenger-Only Ferry Dock	Clinton, WA	The Clinton recreational dock was damaged in storms. The Port is planning to replace the dock with one capable of accommodating passenger-only ferries.	Public Works, Transportation, Economic Development, Recreation, Emergency Preparedness	\$4,600,000	Federal (FHWA, FTA), State (WSDOT, Washington State Ferries, appropriations), Island County CED	\$1,700,000	No	No	Yes
Possession and Bush Point Boarding Float Replacements	Clinton WA, Freeland	The boarding floats at two Port of South Whidbey boat ramps are reaching the end of their useful lives. The Port plans to replace these critical assets.	Public Works, Recreation	\$2,000,000	State (Recreation and Conservation Office)	\$0	No	No	Yes
Workforce Housing	Langley, WA	The Port is pursuing workforce housing as a secondary use at the Whidbey Island Fairgrounds and Events Center. The project is in feasibility assessment phase (architectural and engineering).	Public Works, Economic Development, Workforce	\$500,000	Island County CED, State (CERB)	\$150,000	Yes	No	No
Campground Improvements	Langley, WA	The Port plans to continue development of the campgrounds at the Whidbey Island Fairgrounds and Events Center.	Public Works, Economic Development, Lodging, Recreation	TBD	Island County CED, State (Recreation and Conservation Office), City of Langley (LTAC)	\$337,500	Yes	No	Yes
Mooring buoys at the South Whidbey Harbor	Langley, WA	The Port plans to pursue additional moorage options at the South Whidbey Harbor in Langley, including potential mooring buoys.	Public Works, Economic Development, Tourism, Recreation	\$100,000	State (Recreation and Conservation Office)	\$0	No	No	Yes

## Island County CEDS 2024-2028 DRAFT

Public Comments received through 05.17.2024 at 5:01pm PST

Commenter Name	Commenter Affiliation	Date	Comment(s) (Verbatim)	Action Taken	Edit Made
Ryan Elting	Whidbey Camano Land Trust	4/12/2024	I see that the Land Trust is not included as a partner in combating climate resilience. Specifically, we should be considered a partner under Goal 4, Items 3 (conservation incentives), 5 (salmon) and 6 (parks, etc).	Comment reviewed and noted.	Yes. Whidbey Camano Land Trust was added as partner to the requested Action Items.
Ryan Elting	Whidbey Camano Land Trust	4/12/2024	Also, based on my quick reading, actually protecting habitats and ecosystem functions doesn't appear to be listed an action for climate resilience. It's mostly about 'exploring' this and 're-examining' that. I feel like actually permanently protecting our most important ecosystem functions should be an action.  The only relevant reference to conservation I found is Goal 4 Part 3 "Develop additional local incentives for forest, wetland, and farmland conservation" but the associated actions are pretty soft even though there are real things that could work. For instance, along with re-examining CFF, the county could 'examine' putting forth a ballot measure for citizens to vote on a conservation land bank similar to San Juan County, where a one percent real estate tax gets paid by the purchasers of property in the County (in addition to CFF, etc.). Of course, we could exempt the average cost of a moderate home and the tax paid on the amount above that. San Juan County has done amazing things with this money.	Comments reviewed and noted.	No. This comment falls outside of the scope of this document.  This comment is more appropriate for the Comprehensive Planning process for the Climate element.
Dave Jasman	None provided	4/15/2024	We have a location that is currently being listed for sale that is the closest location to the	Comment reviewed and	No. This comment is

## Island County CEDS 2024-2028 DRAFT

Public Comments received through 05.17.2024 at 5:01pm PST

			description of a shovel ready location in Oak Harbor. 10 acres inside Oak Harbor City limits zoning for light industrial - business parks, located is served from 3 lane roadway off NE Goldie St and Already has City Water, City sewer is already available, also has current natural gas connection. So we do have a location for available for redevelopment.	noted.	highlighting a specific existing shovel-ready property available for development. The document does note that there are some available for development, mostly around Oak Harbor and in North Whidbey.
Chuck Pettis	Earth Sanctuary	4/15/2024	Very comprehensive. Overwhelming in scope. How about a one page summary with only the top action items listed with responsibility, and due date for accountability.	Comment reviewed and noted.	Yes. An executive summary was added.  The Review Committee agreed that identifying top actions and priorities was problematic as top priorities and projects will vary by agency.
Malinda Bjaaland	Northwest Workforce Council	4/21/2024	Our name is fine where stated and what we do. As for the business—goal number two—Continue to support existing businesses—either there, or under 2.3—add “support workforce skill development through incumbent worker training for businesses existing workforce, on the job	Comment reviewed and noted.	Yes. A version of this comment was added to the Action Plan, Goal 2.3.8.

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Public Comments received through 05.17.2024 at 5:01pm PST

			training services for new workers, and support in creating a talent pipeline for future workforce needs. Something to that effect.		
V. Ed	None provided	4/23/2024	The review committee is very weak. These are mainly elected or appointed people, who truly are not out generating economic results in the business world. Why do you not have business people who own or run private businesses on this review committee? It is a mandate of the State of WA Comprehensive Planning per the Washington State Growth Management Act that it is an absolute requirement to have early and continuous public participation.	Comment reviewed and noted.	No. Many of the statements in the comment do not accurately reflect the Review Committee or public participation process.
V. Ed	None provided	4/23/2024	This is weak hand-down from appointed and elected people. It is not an original work by the public.	Comment reviewed and noted.	No. Only 3 of 21+ Review Committee members are/were elected officials. There was deep stakeholder engagement throughout the process.
V. Ed	None provided	4/23/2024	begin all over again - with real public participation	Comment reviewed and noted.	No. Real public participation and stakeholder engagement occurred and is described at length in multiple CEDS Appendices.

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Public Comments received through 05.17.2024 at 5:01pm PST

V. Ed	None provided	4/23/2024	Very, very disappointing.	Comment reviewed and noted.	No.
Saundra L. Powell	NASWI / Navy	5/9/2024	<p>I reviewed the draft report and FAQs but am confused as to anything pertaining to sewer fees for Oak Harbor. I understand the cost was increased to offset past issues but am confused as to whether this is temporary or if there are plans to remove this and return this cost to a more affordable amount?</p> <p>Thank you for your time and patience – sometimes I need maximum guidance.</p> <p>Wr</p>	Comment reviewed and noted.	No. This falls outside of the scope of this document. The commenter was referred to the City of Oak Harbor's utility billing department.
Kelsey Uhl	None provided	5/12/2024	Very limited and fragile water supply. Wells are mostly privately owned that can't handle more than just a few single family homes. They can't support multi family dwellings. Our ground water is precious, to the environment and the current residents on Whidbey. Sewer system in Clinton would destroy the rural living we islanders love. Having a drain field makes the houses less dense( more spread out!)	Comment reviewed and noted.	No. Section 1 recognizes the precarious water situation of Island County. The CEDS does note that there is not consensus in Clinton on this issue.
Kelsey Uhl	None provided	5/12/2024	Septic systems may be aging but it's cheaper for us to replace our own septic than paying for the whole city to install sewer. Drain fields allow the water to go directly back into the ground where the water was taken. Which feeds the nearby vegetation keeping them moist and healthy, and filters back into our water. Also the damage done	Comment reviewed and noted.	No. The Plan does not commit any jurisdictions to building new sewer lines or treatment plants, it only describes

## Island County CEDS 2024-2028 DRAFT

Public Comments received through 05.17.2024 at 5:01pm PST

			to the land building and digging for pipes to ship the water to a sewer would mean disturbing wildlife and creating more clearing, which we dont need.		potential locations for sewer, if that was ever deemed appropriate, necessary, or funded.
Kelsey Uhl	None provided	5/12/2024	CLINTON'S lack of support ensures that the island stays rural less development mean we get to keep our fragile ecosystem. We have many endangered or threatened species that are already struggling if we do what this plan says we will lose them all.	Commented reviewed and noted.	No.  This comment is more appropriate for the Comprehensive Planning process for the Climate element.
Kelsey Uhl	None provided	5/12/2024	We barely have enough power to support what we have living here now. And without snow pact on the mountains our hydro electricity will stop producing power. Then how will you support any power. Electric cars are not sustainable they are throw away cars. One charging session for an electric car, could power 30 houses.	Comment reviewed and noted.	No.  This comment is more appropriate for the Comprehensive Planning process for the Climate element.
Kelsey Uhl	None provided	5/12/2024	The state may need more low income housing, but they dont need to build them here. A healthy enviroment that has shade, plant and animal diversity less development is the only sustainable way to live on this island. If you can keep the enviroment and build low income housing then do it right plan it well do actually do the research, and make sure its clear of any endagered or threatened species.	Comment reviewed and noted.	No.  This comment is more appropriate for the Comprehensive Planning process for the Climate element.

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Kelsey Uhl	None provided	5/12/2024	Island county needs to stay rural! Dont ruin our island please we share it with many plants and many amazing animals.	Comment reviewed and noted.	No. This comment is more appropriate for the Comprehensive Planning process for the Climate element.
Betsy Arand	Freeland Library	5/13/2024	What is a strength for Langley, Coupeville, and Oak Harbor is a weakness in Freeland. Freeland is the primary business hub of South Whidbey and is virtually unwalkable. There is not a safe way to walk from the Payless/Ace business complex to other business locations in Freeland or a safe way to walk to businesses along Harbor Avenue between Main Street and Layton. There is not a safe way to walk from the Transit stop on Main Street to the library or medical offices at the intersection of Harbor and Layton.	Comment reviewed and noted.	Yes. Edit made to Strengths to read "Some" walkable cities. Freeland's lack of walkability is noted as a weakness.
Betsy Arand	Freeland Library	5/13/2024	With regard to Comment 1: since Freeland is unincorporated, Island County is the agency to address pedestrian safety along Harbor Avenue and Main Street. I have seen pedestrians walking on Harbor Avenue from the Island Transit stop on Main Street to the library, one person does this while using a walker. I personally use an electric wheelchair to go from the library to other businesses on Harbor Avenue. When cars are parked on the shoulder of Harbor Avenue, my only options are to "drive" on the street or wait behind a parked car until the moving vehicles have gone past, neither of which is a safe option.	Comment reviewed and noted.	Yes. An edit was made to the Action Plan item 1.5.4.1 to include improving walkability and accessibility.  The Project List was not amended as specific projects are added at the

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Public Comments received through 05.17.2024 at 5:01pm PST

			The Project List for Island County needs to include installation of sidewalks and curb ramps in Freeland to improve pedestrian safety and walkability.		discretion of the jurisdictions with a focus on projects that enhance economic development.
John Saunders	None provided	5/15/2024	What infrastructure will be needed to support this growth (>20%) and how will it be funded and when?	Comment reviewed and noted.	No. Identifying infrastructure gaps for state housing requirements falls outside the scope of this document.
John Saunders	None provided	5/15/2024	The document needs an exec summary as well as a financial section detailing all forecasted costs, funding requirements, and their respective timelines	Comment reviewed and noted.	Yes, an executive summary was added to this document.  A financial section detailing costs was not as it was vary for every partner and is therefore outside the scope of this document.
Steve Erickson	Whidbey Environmental Action Network	5/15/2024	Conspicuously missing is any acknowledgement that a substantial portion of the most valuable property in the county is becoming submerged due to SLR. Some of the obvious economic impacts from this are: 1) Major reduction in property tax base;	Comments reviewed and noted.	Yes. Edits were made in Section 5 (Resiliency) to highlight sea level rise and its impacts to Island

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			<p>2) Capture by well-heeled wealthy coastal property owners of substantial public funds in ultimately futile efforts to hold back the sea;</p> <p>3) Massive costs to the public in removing derelict abandoned structures on the coast, as well as no longer needed shoreline armoring;</p> <p>4) Major costs to the recreation, tourism, and fishing sectors due to degradation of the coastal environment from #s 2 and 3 above.</p> <p>General strategies for addressing these stressors should be included. I don't see any strategy, only a hodgepodge of existing efforts and booster fantasies. When will the actual strategy document be available for comment?</p>		<p>County.</p> <p>A sea-level rise strategy document is not referred to in the CEDS and is outside the scope of this document.</p> <p>This comment is more appropriate for the Comprehensive Planning process for the Climate element.</p>
Steve Erickson	Whidbey Environmental Action Network	5/15/2024	<p>A wholistic analysis of the economic impacts of the military in Island County is needed, not just a shallow recitation of assumed benefits. In particular, this includes quantifiable negative impacts such as:</p> <p>1) Long term health impacts to residents;</p> <p>2) Costs of PFAS remediation;</p> <p>3) Impacts to tourism.</p> <p>Please note that these need to be treated as negative impacts, not treated as beneficial simply because they generate economic activity.</p>	Comments reviewed and noted.	<p>Yes. Edits made in Section 1 acknowledging that the base is contentious among some community members and its benefits are not agreed upon.</p> <p>An analysis of this sort is outside of the scope of this document</p>

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Steve Erickson	Whidbey Environmental Action Network	5/15/2024	<p>#1.1 seems to deal primarily with surface water pollution generally, not climate resilience.</p> <p>1.1 Why should "Low Impact Design (LID), green infrastructure for stormwater management" be incentivised? "Incentivise" is typically a euphemism for externalizing the costs of poorly planned development onto the public. Just require these techniques. Its cheaper that way.</p> <p>1.2 "Improve adaptive management approaches to tracking and mitigating nonpoint source pollution." Again this is an after-the-fact approach. We know that many of these pollution problems can be easily prevented by simply requiring adequate initial design and implementation that takes advantage of existing "green infrastructure", such as forest, adequate riparian buffers, etc. This also reduces the public costs by keeping the costs of preventing these problems being shifted onto the public.</p> <p>1.3 Please do not "Restrict development and septic infrastructure in flood prone and critical areas." DON'T ALLOW IT IN THE FIRST PLACE! JUST SAY NO!</p>	<p>Comments reviewed and noted.</p> <p>No. This is a consensus-based document that takes into consideration the balance of property rights, economic development, and potential environmental impacts.</p> <p>This comment is more appropriate for the Comprehensive Planning process for the Climate element.</p>
Steve Erickson	Whidbey Environmental Action Network	5/15/2024	<p>By all means use modeling and data - the operative word is "USE!" Without specifying obvious uses this will just be more data and a plan sitting on the shelf.</p> <p>1) Model the county for which existing coastal developments are going to become untenable within their expected structural life span. Do not allow any new development in these areas, including bulkheads of any sort. Period. Allowing new but doomed development in these areas is simply creating tomorrow's problems today.</p>	<p>Comments reviewed and noted.</p> <p>Yes. One Action Item regarding the uses of modeling and data was added.</p> <p>Action Item 4.1.10 was added to include a general strategy to employ</p>

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			<p>2) Explore options to provide funding for eventual removal of existing structures and extant shoreline armoring, including "structure removal" insurance. This also includes funding for eventual removal of infrastructure that will no longer be viable, such as roads.</p> <p>3) Determine which areas are going to become estuarine and begin public acquisition. These potential STRATEGIES are likely far lower in costs to the public than reactive emergency actions later. Please include a general strategy that strategies with the lowest longterm costs to the public are preferred. Assuming this plan will have any actual strategies.</p>		strategies that are the lowest cost to the public, whenever possible.
Steve Erickson	Whidbey Environmental Action Network	5/15/2024	<p>4. Plan for warmer temperatures, wildfires, wildfire smoke, and rising sea levels through community planning and design guidelines. Perhaps actually just not allowing development in inappropriate locations might be a desirable "strategy?"</p> <p>As for wildfire smoke, there needs to be creation of community refuges (centers for particularly vulnerable populations) and provision made for mass distribution of simple box fan filter components and systems. This should be an explicit item in Goal 4 and Goal 5.4</p>	Comment noted and reviewed.	No. It was determined that this was the role of Emergency Management and Public Health (and the various plans associated). It is therefore outside of the scope of this document.
Steve Erickson	Whidbey Environmental Action Network	5/15/2024	<p>5. Adapt regulations for farm and livestock management planning to consider how changing environmental conditions impacts water quality and zoonotic disease transmission.</p> <p>What regulations will be "adapted?" What if there are no such regulations? And why should these regulations only apply to planning instead of</p>	Comments noted and reviewed.	Yes. Action Item was updated per comment to read "Adopt and adapt."

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Public Comments received through 05.17.2024 at 5:01pm PST

			actual management? How about: 5. Adopt regulations for farm and livestock management, considering how changing environmental conditions impact water quality and zoonotic disease transmission.		
Steve Erickson	Whidbey Environmental Action Network	5/15/2024	6. Strengthen hydrogeological monitoring approaches to monitor seawater intrusion and expand tracking and support of drinking water systems in Island County. How about just "strengthen hydrogeological monitoring of . . .?" Could we approach the approaching approaches that way!	Comments noted and reviewed.	Yes. Action Item updated per the comment.
Steve Erickson	Whidbey Environmental Action Network	5/15/2024	9. Incorporate Climate Change and Resilience element into Comprehensive Plan Updates per GMA requirements. Since GMA makes this adoption voluntary for Island County and its incorporated cities, does this mean the county will or will not adopt this element?	Comments noted and reviewed.	No. It is outside the scope of this document to determine if the Climate element will be adopted or not.
Steve Erickson	Whidbey Environmental Action Network	5/15/2024	"1, 2. We agree that the PBRS and CFF programs need a complete overhaul. However, it is questionable if lands purchased with CFF funds can be used for so-called ""stormwater parks."" These facilities typically combine engineered and ""green"" water treatment systems. While such facilities may be needed in urban areas and to retrofit previous ill-planned development in suburban areas (i.e., LAMIRDs or RAIDs), the funding sources should properly be dedicated to water treatment purposes, such as the Clean Water Utility, not CFF.  3. Watershed plans are needed, but the County	Comments noted and reviewed.	Yes. An edit was made in the Tourism section.  No edit was made regarding a Biodiversity Conservation Plan and Dispersed Recreation and Trails Plan. That falls outside of the scope of this

		<p>really needs to create a county-wide biodiversity conservation plan. This is necessary for reviewing and overhauling the current PBRS and CFF systems. Additionally, a county-wide dispersed recreation and trails plan is needed. A Biodiversity Conservation Plan and Dispersed Recreation and Trails Plan will help provide the framework for the PBRS and CFF programs. For the DFLs, It is desirable to be able to leverage the received tax reduction for improved forest management practices that return greater benefits to the public, since these lands currently fail to return even the minimal tax outlays for them. For example, using small patch cuts instead of larger clearcuts; following county critical area regulations for wetlands and streams instead of the Forest Practices Act's much laxer rules; retaining forested corridors for wildlife movement,; etc. The legality of such an approach needs to be investigated. Finally, the County needs to use its general authority and that stemming from the GMA to extend the development moratorium of forest lands (both the Rural and Rural Forest zones) following logging to make development simply uneconomic unless local critical regulations are followed and there is reasonable tree retention.</p> <p>4. Its dubious that development in Island County creates sufficient impacts to wetlands that a Wetland Mitigation Bank can be economically justified. By law, WMBs can only be used to offset ""unavoidable"" impacts, following standard mitigation sequencing priorities of impact</p>		<p>document.</p> <p>No edit was made regarding wetland mitigation banks, as the Action Item is only to "explore" options, which may entail researching economic justifiability and legality.</p> <p>Several sub-comment are more appropriate for the Comprehensive Planning process for the Climate element.</p>
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Public Comments received through 05.17.2024 at 5:01pm PST

			avoidance and minimization."		
Steve Erickson	Whidbey Environmental Action Network	5/15/2024	<p>1. No strategies here at all. We suggest:</p> <ul style="list-style-type: none"> <li>a. Retain forest cover.</li> <li>b. Do not allow further shoreline armoring.</li> <li>c. Investigate funding mechanisms for removal of existing shoreline armoring as these structures are overwhelmed by SLR and the previously protected structures are abandoned.</li> <li>d. Investigate funding mechanisms for removal of existing coastal structures as they are abandoned due to SLR.</li> <li>e. Explicitly protect riparian areas as formally designated critical areas per WDFW guidance.</li> </ul> <p>2. This salmon release is a recreational/tourist event. It has nothing to do with habitat conservation or restoration. Move it to the appropriate section.</p>	Comments reviewed and noted.	<p>Yes. One edit was made regarding suggestion e. Action 5.3 was added.</p> <p>As for the rest of the items, this is a consensus-based document and there is not consensus on Items 1a-d. This comment is more appropriate for the Comprehensive Planning process for the Climate element. Therefore no edit was made.</p> <p>Action Item 5.2 was kept in because it is related to tourism and maritime heritage.</p>
Joann Hamick Quintana	Langley Creates,	5/16/2024	Page 26: For Langley Creates Creative District, our fiscal sponsor has changed and our website is	Comment reviewed and	Yes. The information was

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	Langley Arts Fund		now corrected. WICA is no longer LC's fiscal sponsor. Langley Creates' fiscal sponsor is the Langley Chamber of Commerce and the Chamber's 501c3 Advance Langley.	noted.	updated in the Tourism section accordingly.
Joann Hamick Quintana	Langley Creates, Langley Arts Fund	5/16/2024	p.34, #4: In the section "Sustainably manage the natural beauty and resources of Island County: I believe it's critical to add protection of our night sky from light pollution as being increasingly important "Protecting the night sky from light pollution" should be added to this list. Being able to escape the incessant light pollution and overlighting of cities is an important environmental experience for visitors to and residents of our rural area. Blocking out the stars with ever-increasing Artificial Light at Night (ALAN) is harmful to plants, animals, sea life and humans. The International Dark-Sky Association is realizing great success with helping rural, semi-rural areas, small towns, and even some large cities, become certified "Dark Sky Communities," and this is rapidly becoming an important generator of tourism. For many communities, it is as simple as educating residents to select outdoor lights that are shielded on their sides and point down. Island County has a strong light pollution law on the books but does not enforce it. Other sections of the CEDS where light pollution can and should be mentioned include page 45 under climate resilience, page 47 under support green and blue economies.	Comments reviewed and noted.	No. This falls outside the scope of this document. This comment is more appropriate for the Comprehensive Planning process for the Climate element.
Joann Hamick Quintana	Langley Creates, Langley Arts Fund	5/16/2024	Page 45: #3 Access to STEM -- STEM is rapidly becoming STEAM with the addition of art. Art is being stripped from schools. Yet the creative/arts sector is important to our economy today and in	Comments reviewed and noted.	Yes. Action Item 3.3.5 was edited to add art (e.g. now reads

## Island County CEDS 2024-2028 DRAFT

Public Comments received through 05.17.2024 at 5:01pm PST

			the future. Ignoring the importance of the arts, underfunding the arts, placing emphasis on STEM versus STEAM makes no sense for our future. The lack of art and creative endeavors in schools has been shown to negatively affect the mental health and creative thinking of youth.		STEAM).
Joann Hamick Quintana	Langley Creates, Langley Arts Fund	5/16/2024	p. 48: Concerning maritime business growth: On Whidbey Island, there seems to be a lack of awareness of, and participation in, "Maritime Washington." Maritime Washington is a federally designated Maritime Heritage Area. MW is beginning to offer maritime communities grants to expand maritime resources and programs. This federally designated heritage area should be mentioned in our county's economic development plan and participation encouraged.	Comments reviewed and noted.	Yes. The information was updated in the Tourism section accordingly.
Joann Hamick Quintana	Langley Creates, Langley Arts Fund	5/16/2024	p.39: It would make sense to include greater use of modular housing as a valuable strategy for gaining more housing on the island.	Comment reviewed and noted.	No. Action Item 1.10.1 covers modular housing.
Joann Hamick Quintana	Langley Creates, Langley Arts Fund	5/16/2024	Good overall plan. I hope there will be sustained efforts to implement this plan and avoid having this excellent effort sit on a shelf. Thank you for everyone's great work!	Comment reviewed and noted.	No. The Evaluation Plan describes implementation and monitoring plans to keep the plan relevant and useful.
Marnie Jackson	Whidbey Environmental Action Network	5/17/2024	Please see WEAN's comments submitted by Steve Erickson. In addition, I would like to offer some general reflections on what the CEDS needs to take into account: 1) the economic value of ecosystem services, and the natural processes	Comments reviewed and noted.	Yes. Several edits were made to the document as a result of Steve Erickson's

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Public Comments received through 05.17.2024 at 5:01pm PST

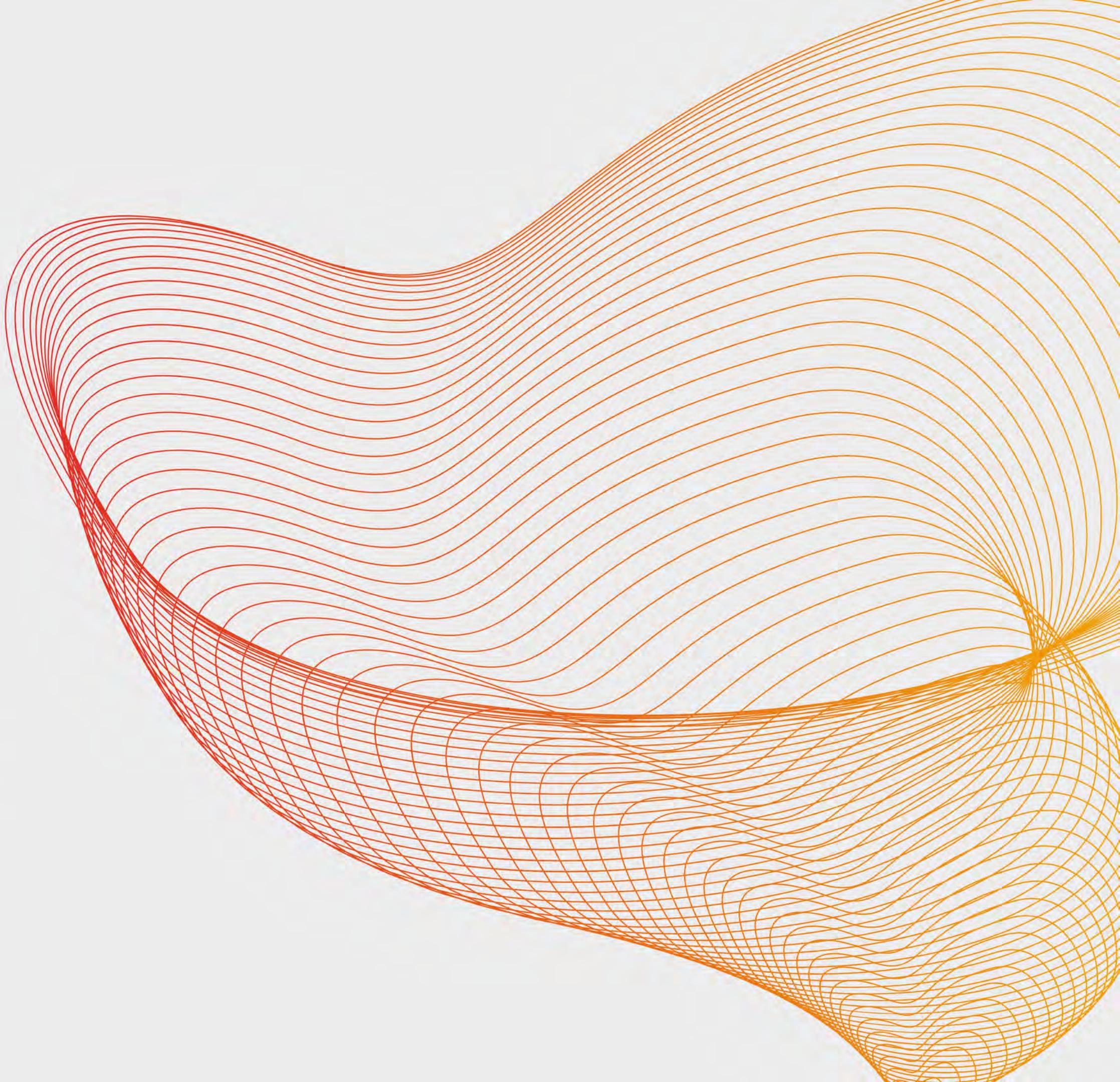
		<p>that protect our drinkable water, breathable air, fertile soil, and physically and socially healthy living conditions and 2) the economic cost of challenges to those ecosystem services, including but not limited to: the risk to life and property if we continue to allow development on shorelines and steep slopes under conditions of sea level rise and less frequent, more intense rain events &amp; subsequent erosion due to climate change; the threats that deforestation pose to our aquifer recharge capacity and our county's biodiversity; and the economic burden of the Naval presence including with human health impacts from PFAS contamination, sound pollution, and other factors; the potential cost of desalinization or other treatments if our aquifer contamination and saltwater intrusion can't be managed; and the costs to our tourism and agriculture sectors caused by deforestation, unsustainable or poorly sited development, and naval activity.</p>		<p>public comments. Please see above for details and responses for each of their comments.</p> <p>Suggestions 1 and 2 fall outside the scope of this document.</p> <p>The remaining comments are more appropriate for the Comprehensive Planning process for the Climate element.</p>
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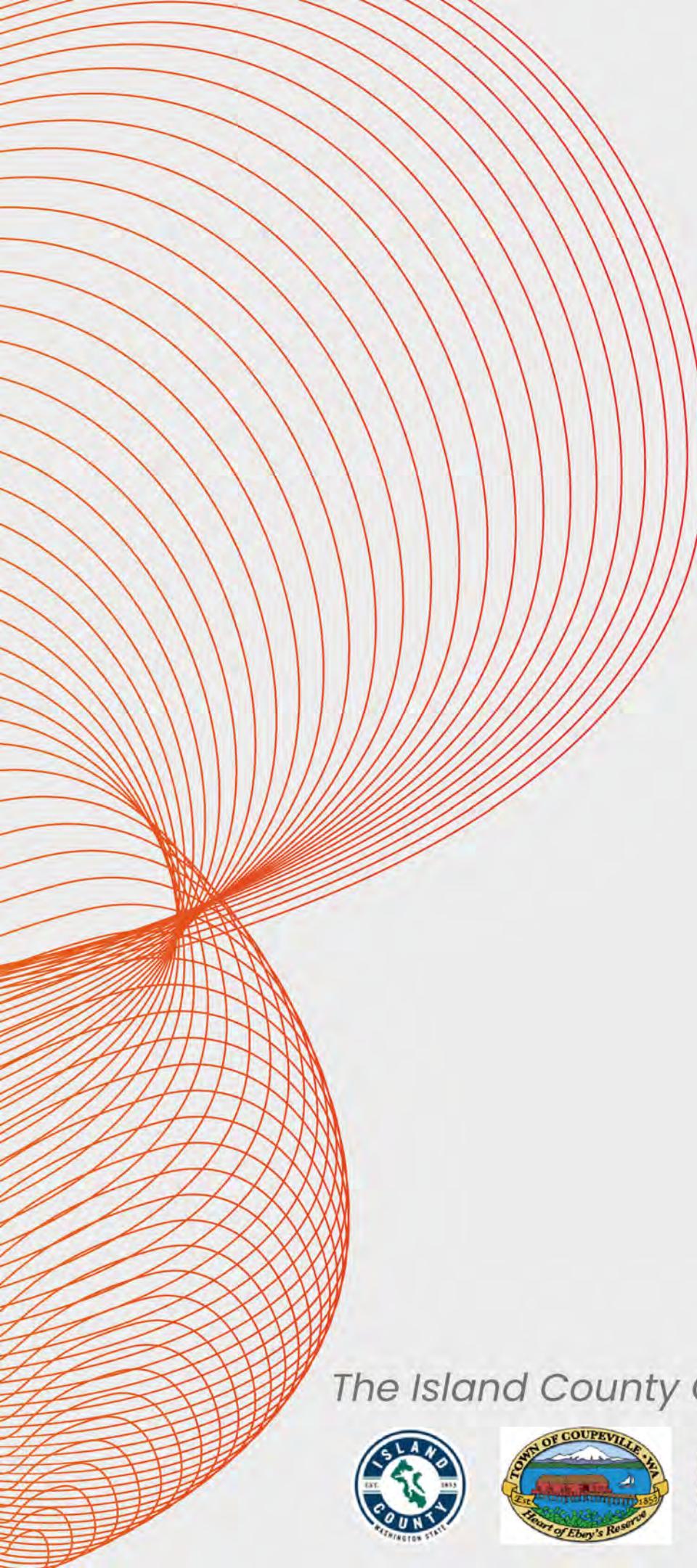


# Island County Comprehensive Economic Development Strategy (CEDS): Board of Island County Commissioners Work Session #2 Presentation

June 5, 2024

*Jennifer Noveck, Ph.D.*





June 5, 2024

# Agenda



Provide a brief overview of:

- CEDS Process + Deliverables Completed To Date
- Revisions per Board and public comments
- Final Review Committee discussion

Discuss and per the Board's discretion decide to:

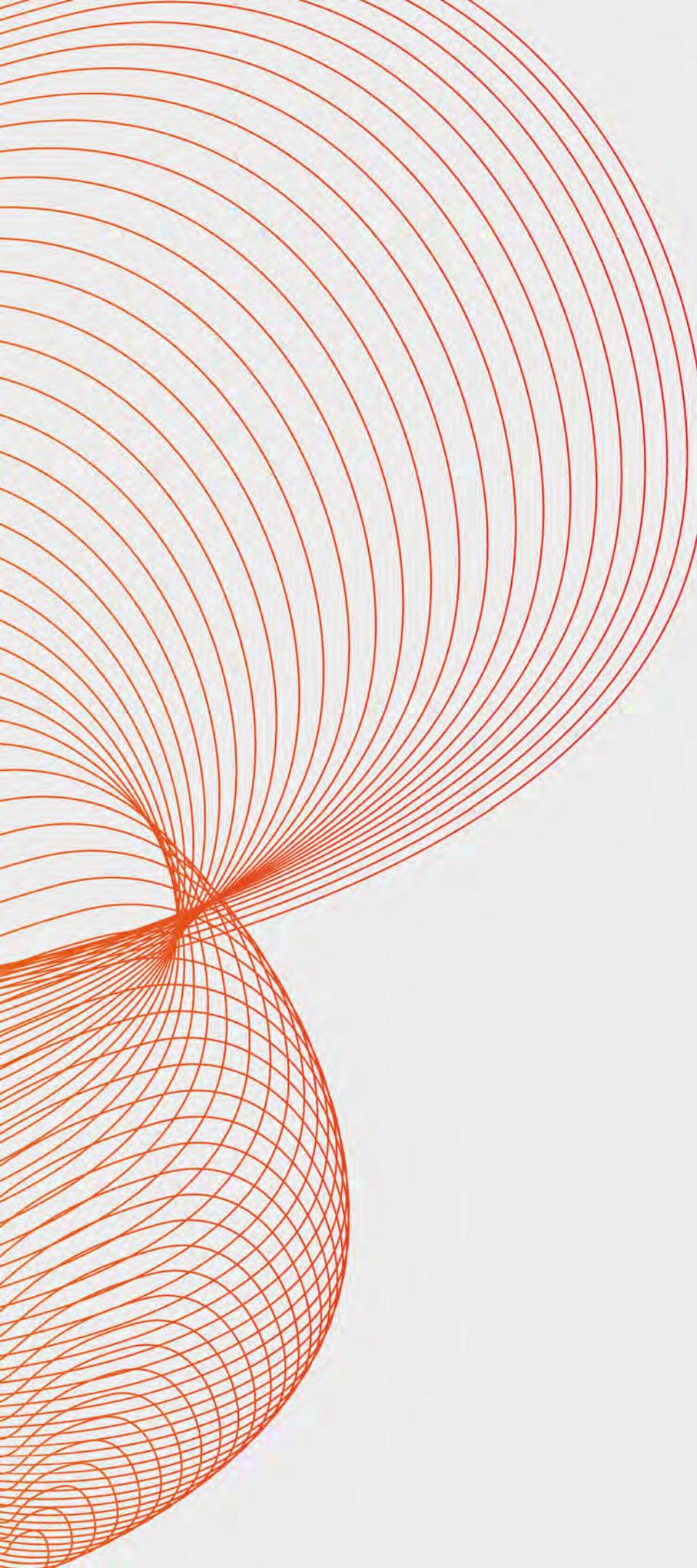
- Move the document to the consent or regular agenda

*The Island County CEDS is generously funded by:*



*City of Langley Washington*





June 5, 2024

# Work Session Goals



- To answer any lingering questions regarding the CEDS process, requirements, or benefits
- To provide the Board with an update of the work and revisions completed to date
- To discuss the Board's preference for next steps



# what is a CEDS?



According to the EDA (2023), **a CEDS is**

- a strategy-driven plan for regional economic development
- the result of a regionally-owned planning process designed to build capacity and guide the economic prosperity and resiliency of a region

## **Key Features:**

- Local, inclusive, consensus-based process
- Using data + stakeholder input identifies key trends, patterns in a region
- Creates Goals, Sub-Goals, and an Action Plan based upon those inputs

## **Key Benefits:**

- Makes public agencies in Island County eligible for EDA funding
- Increases likelihood of obtaining other state + federal funding
- Enables a more effective + efficient use of resources

# CEDS vs. Comp Plan



- Guidelines and requirements are set by the Economic Development Administration (EDA) (federal)
- Voluntary, consensus-based, locally-developed, though required in order to access EDA funding
  - Workforce Development
  - Infrastructure
  - Disaster Recovery
- Mandatory Components (13 C.F.R. § 303.7): Economic Background Summary, SWOT Analysis, Action Plan, Evaluation Framework, Economic Resilience
- Guidelines and requirements are set by the Growth Management Act (GMA) (WA state law)
- Some cities and counties are required to enact comp plans under the GMA, while others choose to do so voluntarily
- Mandatory Elements: Land Use, Housing, Capital Facilities, Utilities, Rural Development (counties only), Transportation, Ports (mandatory for cities with port revenue over \$60mil), Climate Change and Resiliency

## **Q2 2023 (April – June 2023) – all tasks completed**

- April – May 2023 Review Committee established
- SWOT survey available to the public May 1 – October 31, 2023
- 1st meeting held on June 13, 2023

## **Q3 2023 (July – September 2023) – all tasks completed**

- 2nd meeting held on July 13, 2023
- 3rd meeting held on August 10, 2023
- 4th meeting held on September 14, 2023
- Targeted stakeholder outreach July–October 2023
- Data sources reviewed by analyst July–September 2023
- Finalized SWOT results, revised overarching goals based on feedback, developed draft sub-goals

## **2023-2024 Timeline + Deliverables to Date**

## **Q4 2023 (October - December 2023) - all tasks completed**

- 5th meeting held on October 12, 2023
- 1st draft sent to Review Committee on October 30, 2023
- 6th meeting held on November 9, 2023
- 2nd draft sent to Review Committee on November 17, 2023
- 7th and 8th Review Committee meetings scheduled
- Met with multiple stakeholders to discuss Action Items

## **Q1 2024 (January - March 2024) - all tasks completed**

- 3rd draft sent to Review Committee on January 31, 2024
- 7th meeting held on February 8, 2024
- 4th draft sent to Review Committee, Board + EDA on February 26, 2024
- March 6 Board Work Session

# **2023-2024 Timeline + Deliverables to Date**

## **Q2 2024 (April - June 2024) - all tasks nearly complete**

- 30 Day public comment period April 15 - May 17, 2024 completed
- Incorporate public comment feedback as appropriate
- Final Review Committee meeting
- Revised draft to Review Committee
- 2nd Work Session in June 2024
- *Final task: Adoption by resolution by end of June 2024*

## **Q3 2024 (July - August 2024)**

- Press release + social media announcements
- 2 month buffer for delays and remaining work
  - Connecting the CEDS to Comp Plan economic elements

# **2023-2024 Timeline + Deliverables to Date**

# Review Committee Members



**Magi Aguilar**, Executive Director, Oak Harbor Chamber of Commerce  
**Karen Bishop**, Former Conservation District Manager, Ebey Road Farm  
**Kelli Bragg**, Camano Island Library Manager, Sno-Isle Libraries  
**Bristol Carter**, Project Manager, EDC for Island County  
**Michael Clyburn**, Clinton Community Council  
**Joshua Engelbrecht**, Associate Planner, Town of Coupeville  
**Darren Greeno**, Interim Vice President for Academic Affairs, Skagit Valley College  
**Patricia Griffin**, Project Manager, EDC for Island County  
**Jackie Henderson**, Councilmember, Town of Coupeville + Tourism Committee Chair  
**Wendy Horn**, Grants Administrator, City of Oak Harbor  
**Loren Imes**, Master Gardener, WSU Extension  
**Jill Johnson**, Board of Island County Commissioners  
**John Lanier**, Senior Long Range Planner, Island County  
**Jessica McCready**, Executive Director, Camano Chamber of Commerce  
**Chris Michalpoulos**, Executive Director, Port of Coupeville

- **Mary Hogan**, Project Manager, Port of Coupeville

**Todd Morrow**, Executive Director, Island Transit  
**Angi Mozer**, Executive Director, Port of South Whidbey  
**Meredith Penny**, Director of Planning, City of Langley  
**Sharon Sappington**, Executive Director, EDC for Island County  
**John Sternlicht**, CEO, Economic Development Alliance of Skagit County

- **Aaron Weinberg**, Economic Development Manager, EDASC

**Brian Tyhuis**, Community and Planning Liaison Officer, NAS Whidbey Island

# CEDS Review Committee

- May 2024:
  - Agreed to move the document forward for discussion to go on the consent or regular agenda
  - Agreed that no additional meetings were necessary in 2024 prior to adoption by resolution unless the Board had significant comments or concerns warranting extensive edits
- Per the agreed upon Evaluation Plan, this would mean starting quarterly evaluation as early as September 2024
  - Pending funding of a 3rd party monitor

# EDA Comments

- “Overall, well done. I appreciate the early framing discussion on value to communities by having the CEDS. Great to hear that the evaluation process got worked out.”
- The only technical comment I have: On page 5 there is a reference to “EDA Region 10”. EDA has 6 regions that are not numbered. The regions are named for the location of the regional office. We are covered by the Seattle Regional Office also referred to as “SRO.”

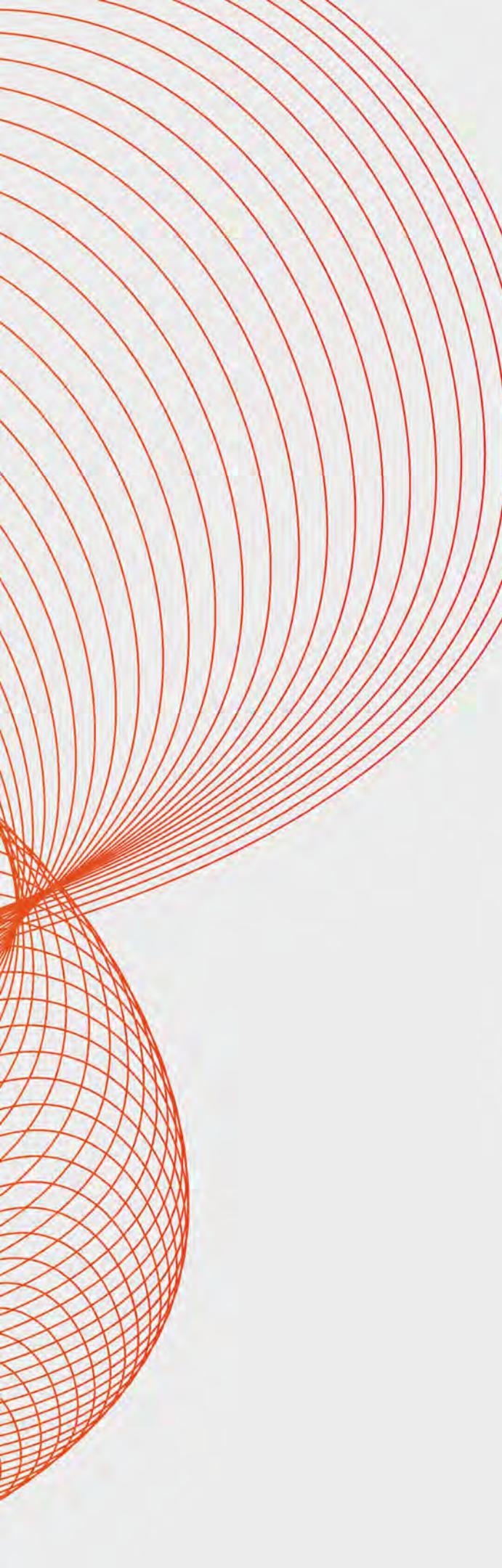
# BOCC Comments

- Unreliability of internet more of an issue than power grid
- Small adjustments to SWOT results (e.g. adding “in some areas” for unreliable internet and cell coverage)
- Childcare needs assessment incorporated
- Cost of Living discussion incorporated
- Evaluation Plan discussion incorporated

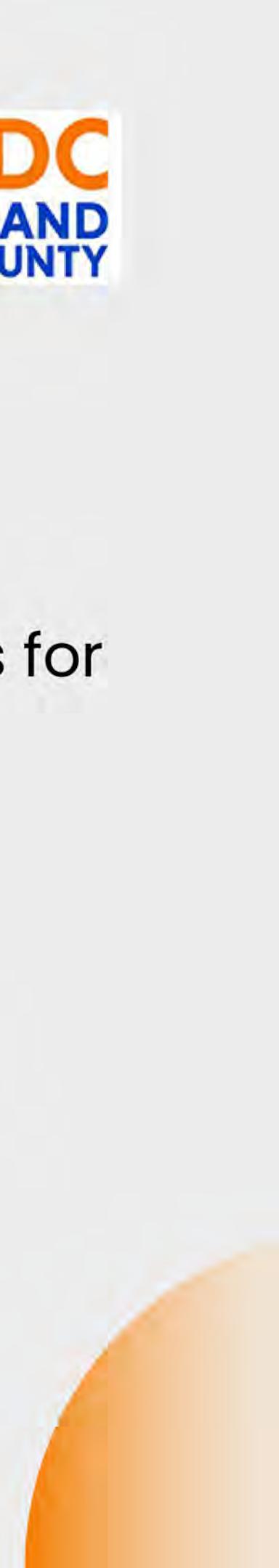
# Public Comments

- Public comments period summarized in CEDS Appendix 7, p 82-85
- Also provided a verbatim 16-page public comment document
- 11 unique commenters, making a minimum of 38 comments (many with detailed sub-comments), major topics included:
  - Climate resilience
  - Education
  - Housing
  - Industrial and business parks
  - Infrastructure
  - NASWI
  - Overall document
  - Tourism
  - Transportation
  - Updating information / accuracy

# Next Steps



- Send Jennifer any additional edits and comments to be incorporated **by 6/12/2024 EOB**
- Incorporate additional comments and upload final documents for consent or regular meeting agenda on **June 25, 2024**
- BOCC consent or regular meeting, adoption by resolution
- Begin implementation of the Island County CEDS 2024–2028, including the Evaluation Plan, pending funding of a 3rd party monitor



# Contact Us



[info@edcisleancounty.org](mailto:info@edcisleancounty.org)



[www.iscoedc.com/ceds](http://www.iscoedc.com/ceds)

For CEDS questions, comments, email:



[ceds@edcisleancounty.org](mailto:ceds@edcisleancounty.org)

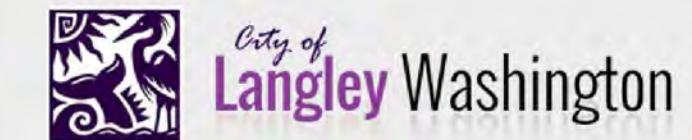




# Thank You!

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*Special thanks to the generous funders of  
the Island County CEDS:*





# SAN JUAN COUNTY

## WASHINGTON

County Manager's Office  
1609 Beaverton Valley Rd  
Friday Harbor, WA 98250  
(360) 370-7404  
[sanjuancountywa.gov/328/County-Manager](http://sanjuancountywa.gov/328/County-Manager)

February 14, 2024

Mark Buford  
Executive Director  
Northwest Clean Air Agency  
1600 S. 2<sup>nd</sup> Street  
Mount Vernon, WA 98273

RE: San Juan County's Interest in Joining Northwest Clean Air Agency

Dear Mark:

As you know, San Juan County is the only Washington county west of the Cascade Mountains that is not a member of a local air authority organized under the Washington Clean Air Act, although it was a member of Northwest Clean Air Agency ("NWCAA") until 1982.

Since 1982, the Washington Department of Ecology has implemented permitting and other elements of the air quality program in San Juan County. After discussions with Ecology, and with direction from the County Council, County staff have explored with you whether San Juan County would be better served by rejoining NWCAA. We also appreciate you attending a meeting with the County Council to discuss this matter.

The San Juan County Council has authorized me to express the County's interest in joining Northwest Clean Air Agency ("NWCAA"), should NWCAA's current member counties – Island, Skagit and Whatcom Counties – agree to the expansion of the agency. Under the terms of the Washington Clean Air Act (RCW 70A.15.1530), to add San Juan County to NWCAA the current member counties and San Juan County each would have to adopt resolutions approving the expansion. To give the existing member counties an opportunity to consider whether to proceed with expansion, the process we have discussed is for Island, Skagit and Whatcom Counties to consider the question first and, if they adopt approving resolutions, then San Juan County will proceed with its companion resolution. This letter is being provided to assist Island, Skagit and Whatcom Counties with their consideration of the question.

One issue you have suggested we address for the benefit of the other counties is the potential cost of expanding NWCAA. Should San Juan County join NWCAA, it would become responsible for its share of the cost of running the agency. Addition of San Juan County should not result in increased costs for NWCAA's current member jurisdictions. San Juan County jurisdictions would begin paying NWCAA's annual "per capita" assessment authorized by the Washington Clean Air Act, which currently is \$0.50 per person. However, NWCAA has estimated that there still would be about \$25,000 per year in additional costs resulting from extending agency services to San Juan County, mainly due to labor and transportation costs of travel to and from the islands. San Juan County is prepared to cover that additional cost, which we anticipate would be addressed in an intergovernmental agreement.

We look forward to continuing to work with you and your Board on this process.

Sincerely,

DocuSigned by:

Michael J. Thomas

2288803FAB4D4BE...

Mike Thomas  
County Manager

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF REVISING THE )  
MEMBERSHIP OF THE NORTHWEST )  
CLEAN AIR AGENCY BY ADDING )  
SAN JUAN COUNTY TO THE )  
AGENCY )  
\_\_\_\_\_ )

RESOLUTION NO. C- 24

**WHEREAS**, Northwest Clean Air Agency is an activated multi-county air authority organized under Washington's Clean Air Act, ch. 70A.15 RCW, currently consisting of Skagit County, Whatcom County, and Island County;

**WHEREAS**, San Juan County has requested to join the Northwest Clean Air Agency;

**WHEREAS**, Washington's Clean Air Act creates an air authority in each county of the state, which may be activated through adoption of a resolution by the county and provides that contiguous counties may combine their air authorities to form a multicounty air authority. RCW 70A.15.1500, 70A.15.1510;

**WHEREAS**, San Juan County currently is not a member of an activated local air authority, and so under the Washington Clean Air Act it currently has an inactive authority. RCW 70A.15.1500;

**WHEREAS**, Washington's Clean Air Act further provides that the respective boards of county commissioners of two or more contiguous counties may merge any combination of activated and inactive authorities to form one activated multicounty authority. RCW 70A.15.1530;

**WHEREAS**, Washington's Clean Air Act declares it be public policy to encourage and support regional air pollution control programs as essential instruments for securing and maintaining appropriate air quality in Washington. RCW 70A.15.1005; and

**WHEREAS**, the purposes of Washington's Clean Air Act would be served by the addition of San Juan County to the Northwest Clean Air Agency.

[Any additional Whereas clauses that, upon discussion among the counties, may be considered appropriate. While the preambles to the resolutions need not be identical, it is preferable that they be fairly similar in all of the counties.]

**NOW THEREFORE BE IT RESOLVED** that San Juan County's inactive air authority is hereby merged into the active three-county local air authority Northwest Clean Air Agency;

**BE IT FURTHER RESOLVED** that the name of the merged air authority shall be Northwest Clean Air Agency;

**BE IT FURTHER RESOLVED** that the merged Northwest Clean Air Agency shall consist of Island County, San Juan County, Skagit County and Whatcom County;

**BE IT FURTHER RESOLVED** that the principal place of business of the merged Northwest Clean Air Agency shall be located in Mount Vernon, Washington;

**BE IT FURTHER RESOLVED** that the merged Northwest Clean Air Agency shall have jurisdiction coextensive with the boundaries of Island County, San Juan County, Skagit County and Whatcom County;

**BE IT FURTHER RESOLVED** that the merger of San Juan County's inactive air authority with the activated three-county air authority Northwest Clean Air Agency shall be effective \_\_\_\_\_, 2024;

**BE IT FURTHER RESOLVED** that this resolution shall take effect upon the adoption of similar resolutions by San Juan County, Skagit County, and Whatcom County.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

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Jill Johnson, Chair

---

Melanie Bacon, Member

---

Janet St. Clair, Member

**ATTEST:**

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Jennifer Roll, Clerk of the Board



**ISLAND COUNTY SUPERIOR COURT**

**WORK SESSION AGENDA**

**MEETING DATE: 5/1/2024**

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**To:** Jill Johnson, Chair  
Board of Island County Commissioners  
**From:** Megan Frazier, Administrator

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**Amount of time requested for agenda discussion. 10 minutes**

**DIVISION:** Juvenile

**Agenda Item No.:** 1

**Subject:** Interlocal agreement ICA25007 between Washington State Administrative Office of the Courts and Island County Superior Court

**Description:** Grant to engage the services of the Court to improve and support family and Juvenile Court Operations.

**Attachment:** Interlocal ICA25007, Current Interlocal ICA24156

**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

**INTERLOCAL AGREEMENT - ICA25007**  
**BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**ISLAND COUNTY SUPERIOR COURT**  
**FOR THE SUPPORT OF**  
**FAMILY AND JUVENILE COURT IMPROVEMENT PLAN (FJCIP)**

THIS AGREEMENT is entered into by and between the Washington State Administrative Office of the Courts (“AOC”) and Island County Superior Court (“Court”). The AOC and the Court may each be referred to individually as a “Party” or collectively as the “Parties.”

**I. PURPOSE**

The purpose of this Agreement is to engage the services of the Court to improve and support family and juvenile court operations as set forth in the Family and Juvenile Court Improvement Plan (“FJCIP”) legislation, RCW 2.56.220-230.

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

**II. DESCRIPTION OF SERVICES**

**A. The Court will:**

1. Assign a Chief Judge for the family and juvenile court for a minimum term of two (2) years.
2. Hire a FJCIP Coordinator within a timeframe acceptable to both AOC and the Court, provide that Coordinator with training in the area of family and juvenile law, and ensure that Coordinator participates in specialized Coordinator trainings offered by AOC, including the FJCIP Coordinator Community of Practice.
3. Document that all court commissioners and judges serving in the county’s FJCIP have completed a minimum of 30 hours of specialized training in dependency and family law related topics as required under RCW 2.56.230.
4. Create learning opportunities to engage local dependency court system partners in acquiring new skills and changing practice with a shared goal of improving outcomes for children, families, and the professionals who support them.
5. Work with AOC Staff to support mutually agreed upon court improvement projects, including data collection, evaluation, multi-disciplinary training and meetings of court and community partners.
6. Submit a spending plan detailing the intended use of funds received under this agreement to AOC by September 30, 2024.
7. Submit a budget report comparing actual expenditures with the

contract budget for the period of July 1 through December 31 with budget projections for the next three years to AOC by February 1, 2025.

8. Submit a report comparing all actual expenditures for the period of July 1, 2024 to June 30, 2025 with the contract budget to AOC by July 15, 2025.
9. Submit or update a “local improvement plan” utilizing the format received under this agreement to AOC by September 30, 2024.

B. The Court shall submit to the AOC semi-annual reports of court’s purpose, goals, activities and progress on measurable outcomes related to Family and Juvenile Court Improvement Program activities during the preceding quarter. Semi-annual reports are due August 31, 2024 and March 1, 2025.

### **III. PERIOD OF PERFORMANCE**

The period of performance under this Agreement shall be from July 1, 2024 through June 30, 2025.

### **IV. COMPENSATION**

- A. AOC shall reimburse the Court a maximum of \$56,338.00 for FJCIP coordinator salary and benefits costs incurred during the term of this Agreement. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19. All A-19 invoices shall be submitted to AOC no later than July 15, 2025 for reimbursement.
- B. Before payment can be processed, properly-completed A-19 invoices must be submitted to AOC’s Payables Department at [payables@courts.wa.gov](mailto:payables@courts.wa.gov) and CC AOC Project Manager Jennifer Nguyen [Jennifer.nguyen@courts.wa.gov](mailto:Jennifer.nguyen@courts.wa.gov).
- C. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- D. The Court shall maintain sufficient backup documentation of expenses under this Agreement.
- E. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.

### **V. REVENUE SHARING**

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.
- B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 to [payables@courts.wa.gov](mailto:payables@courts.wa.gov) between July 12, 2025 and August 1, 2025.

## **VI. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Washington State Legislature ("Legislature") for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

## **VII. INDEPENDENT CAPACITY**

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

## **VIII. AGREEMENT ALTERATIONS AND AMENDMENTS**

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

## **IX. RECORDS, DOCUMENTS AND REPORTS**

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

## **X. RIGHTS OF INSPECTION**

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

## **XI. DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

## **XII. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance

rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **XIII. GOVERNANCE**

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

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

- A. Applicable state and federal statutes and rules;
- B. Description of services; and,
- C. Any other provisions of the agreement, including materials incorporated by reference.

### **XIV. ASSIGNMENT**

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

### **XV. WAIVER**

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

### **XVI. SEVERABILITY**

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

### **XVII. COUNTERPARTS**

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

### **XVIII. AGREEMENT MANAGEMENT**

The individuals designated below shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement:

AOC Project Manager	Court Agreement Manager
<b>Jennifer Nguyen</b> PO Box 41170 Olympia, WA 98504 <u>Jennifer.Nguyen@courts.wa.gov</u> (360)890-5470	<b>Megan Frazier</b> PO Box 5000 Coupeville, WA 98239 <u>m.frazier@islandcountywa.gov</u>

#### XIX. ENTIRE AGREEMENT

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

This Agreement is executed by the persons signing below who warrant that they have the authority to execute it.

#### AGREED:

WASHINGTON STATE  
 ADMINISTRATIVE OFFICE  
 OF THE COURTS

COURT

*Signature*

*Signature*

**Dawn Marie Rubio**

Name

Name

**State Court Administrator**

Title

Title

*Date*

*Date*

**The Administrative Office of the Court**

---

Dawn Marie Rubio,  
Administrator

Date

**Island County**

---

Megan Frazier, Administrator  
Island County Superior/Juvenile Court

Date

Attest:

---

Clerk of the Board

---

Christon Skinner, Presiding Judge  
Date  
Island County Superior Court

---

Jill Johnson, Chair  
Board of Island County Commissioners

Date

---

Melanie Bacon, Member  
Board of Island County Commissioners

Date

---

Janet St. Clair, Chair  
Board of Island County Commissioners

Date

**INTERLOCAL AGREEMENT ICA24156**  
**BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**Island County Superior Court**  
**FOR THE SUPPORT OF**  
**FAMILY AND JUVENILE COURT IMPROVEMENT PLAN (FJCIP)**

THIS AGREEMENT is entered into by and between the Washington State Administrative Office of the Courts (“AOC”) and Island County Superior Court (“Court”). The AOC and the Court may each be referred to individually as a “Party” or collectively as the “Parties.”

**I. PURPOSE**

The purpose of this Agreement is to engage the services of the Court to improve and support family and juvenile court operations as set forth in the Family and Juvenile Court Improvement Plan (“FJCIP”) legislation, RCW 2.56.220-230.

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

**II. DESCRIPTION OF SERVICES**

**A. The Court will:**

1. Assign a Chief Judge for the family and juvenile court for a minimum term of two (2) years;
2. Hire a FJCIP Coordinator within a timeframe acceptable to both AOC and the Court, provide that Coordinator with training in the area of family and juvenile law, and ensure that Coordinator participates in specialized Coordinator trainings offered by AOC, including the FJCIP Coordinator Community of Practice;
3. Document that all court commissioners and judges serving in the county’s FJCIP have completed a minimum of 30 hours of specialized training in dependency and family law related topics as required under RCW 2.56.230;
4. Implement the principle of one judicial team hearing all of the proceedings in a case involving one family, especially in dependency cases;
5. Work with AOC Staff to support mutually agreed upon court improvement projects, including data collection, evaluation, multi-disciplinary training and meetings of court and community partners;
6. Submit a spending plan detailing the intended use of funds received under this agreement to AOC by August 31, 2023;
7. Submit a report comparing actual expenditures with the submitted spending plan to AOC by June 30, 2024;

8. Submit or update a “local improvement plan” identifying the specific staffing, facility, case management and/or operational improvement(s) that the Court intends to accomplish during this project, and identifying which FJCIP Core Component(s) are targeted.

B. The Court’s local improvement plan shall:

1. Identify Family and Juvenile Court Improvement Tasks, projects and programs related system improvement in your dependency court system; Explain what the local improvement is and how it will enhance current court operations;
2. List the FJCIP Core Component(s) the local improvement is targeted to meet;
3. Describe potential barriers to implementing the local improvement;
4. Describe measurable outcomes for which data will be collected;
5. Develop and document a plan to identify those children who have been in foster care for at least 15 of the past 22 months; and
6. Be finalized and provided to AOC by August 31, 2023.

C. The Court shall submit to the AOC semi-annual reports of court’s activities and progress on measurable outcomes related to Family/Juvenile Court activities during the preceding quarter. Semi-annual reports are due September 30, 2023 and March 31, 2024.

### **III. PERIOD OF PERFORMANCE**

The period of performance under this Agreement shall be from July 1, 2023 through June 30, 2024.

### **IV. COMPENSATION**

- A. AOC shall reimburse the Court a maximum of \$53,202.00 for FJCIP coordinator salary and benefits costs incurred during the term of this Agreement.
- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to AOC’s Payables Department at [payables@courts.wa.gov](mailto:payables@courts.wa.gov).
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

E. The Court shall maintain sufficient backup documentation of expenses under this Agreement.

F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.

## **V. REVENUE SHARING**

A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.

B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 to [payables@courts.wa.gov](mailto:payables@courts.wa.gov) between July 12, 2024 and August 1, 2024.

## **VI. APPROPRIATIONS**

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## **VII. INDEPENDENT CAPACITY**

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

## **VIII. AGREEMENT ALTERATIONS AND AMENDMENTS**

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

## **IX. RECORDS, DOCUMENTS, AND REPORTS**

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall

be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

## **X. RIGHT OF INSPECTION**

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

## **XI. DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

## **XII. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **XIII. GOVERNANCE**

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

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

- A. Applicable state and federal statutes and rules;
- B. Description of Services; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

## **XIV. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either Party in whole or in part, without the express prior

written consent of the other Party, which consent shall not be unreasonably withheld.

## **XV. WAIVER**

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

## **XVI. SEVERABILITY**

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

## **XVII. ENTIRE AGREEMENT**

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

## **XVIII. COUNTERPARTS**

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

## **XIX. AGREEMENT MANAGEMENT**

The individuals designated below shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement:

<b>AOC Project Manager</b>	<b>Court Agreement Manager</b>
<b>Jennifer Nguyen</b> PO Box 41170 Olympia, WA 98504 <a href="mailto:Jennifer.Nguyen@courts.wa.gov">Jennifer.Nguyen@courts.wa.gov</a> (360)890-5470	Megan Frazier PO Box 5000 Coupeville, WA 98239 <a href="mailto:m.frazier@islandcountywa.gov">m.frazier@islandcountywa.gov</a>

This Agreement is executed by the persons signing below who warrant that they have the authority to execute it.

**AGREED:**

**ADMINISTRATIVE OFFICE  
OF THE COURTS**

<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
<b>Dawn Marie Rubio</b>			
<i>Name</i>		<i>Name</i>	
<b>State Court Administrator</b>			
<i>Title</i>		<i>Title</i>	



## ISLAND COUNTY COMMISSIONERS

### WORK SESSION AGENDA

MEETING DATE: 6/5/2024

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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. 15 minutes

**DIVISION:** Administrative

**Agenda Item No.: 1**

**Subject:** Lodging Tax Advisory Committee Special Fireworks Grant Recommendation

**Description:** The Board will discuss a new recommendation from the Lodging Tax Advisory Committee regarding the 2024 special fireworks grant offered by the Board of County Commissioners.

**Attachment:** None

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

<input 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 checked="" type="checkbox"/> Other: <u>Board Direction</u>

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

**DIVISION:** Administrative

**Agenda Item No.: 2**

**Subject:** 2025 2% Hotel/Motel Lodging Tax Revenue Funding

**Description:** The Board will discuss funding amounts for the 2025 2% Hotel/Motel Lodging Tax Revenue grant program.

**Attachment:** None

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

<input 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 checked="" type="checkbox"/> Other: <u>Board Direction</u>

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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



## ISLAND COUNTY PUBLIC WORKS

### WORK SESSION AGENDA

MEETING DATE: 6/5/2024

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To: Jill Johnson, Chair  
Board of Island County Commissioners  
From: Fred Snoderly, Director

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Amount of time requested for agenda discussion. 45 minutes

**DIVISION:** County Roads

**Agenda Item No.:** 1

**Subject:** Interagency Data Sharing Agreement – Washington State Auditor

**Description:** Interagency Data Sharing Agreement (DSA) is between the Washington State Auditor and Island County Diking District No. 4. The agreement ensures compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56 and Office of the Chief Information Officer Policy 141.10) in the handling of information considered confidential.

The DSA will provide the requirements and authorization for Island County Diking District No. 4 to exchange confidential information with the Washington State Auditor.

**Attachment:** Memorandum, Interagency Data Sharing Agreement

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

*(Continued on next page)*

**DIVISION: Emergency Management**

**Agenda Item No.: 2**

**Subject: Public Assistant Grant D23-206**

**Description:** The grant is associated with Presidential Disaster Declaration # FEMA-4682-DR-WA Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides for the period of December 7-15, 2022.

**Attachment:** **Memorandum, Contract D23-2026, Map of Declared Counties, Preliminary Damage Assessment 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: _____

**Budget Review:** Complete

**P.A. Review:** Complete

**DIVISION: Emergency Management**

**Agenda Item No.: 3**

**Subject: Memorandum of Understanding (MOU) Between the City of Oak Harbor and Island County Department of Emergency Management**

**Description:** This MOU establishes and sets terms between the City of Oak Harbor and the Island County Department of Emergency Management when collaborating on emergency management projects and use of the space located at the Oak Harbor Fire Station.

**Attachment:** **Memorandum, Memorandum of Understanding**

**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.: 4**

**Subject: 2025 Island County Comprehensive Plan Transportation Element**

**Description:** Consultant agreement with Transpo Group for 2025 update.

**Attachment:** **Memorandum, Agreement**

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

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

**IT Review:** In process

**Budget Review:** In process

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



## Island County Public Works

*Fred Snoderly, Director*

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

## M E M O R A N D U M

June 5<sup>th</sup>, 2024

TO: Board of Island County Commissioners  
FROM: Fred Snoderly, Director  
RE: Interagency Data Sharing Agreement – Washington State Auditor

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The Interagency Data Sharing Agreement (DSA) is between the Washington State Auditor and Island County Diking District No. 4. The agreement ensures compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56 and Office of the Chief Information Officer Policy 141.10) in the handling of information considered confidential.

The DSA will provide the requirements and authorization for Island County Diking District No. 4 to exchange confidential information with the Washington State Auditor.

INTERAGENCY DATA SHARING AGREEMENT

Between

Island County Diking District No. 4 - 0908

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between Island County Diking District No. 4, hereinafter referred to as "Agency", and the Office of the Washington State Auditor, hereinafter referred to as "SAO", pursuant to the authority granted by Chapter 39.34 RCW, 42.40 RCW, 43.101 RCW and 43.09 RCW.

Agency:

Agency Name:	<u>Island County Diking District No. 4</u>
Contact Name:	<u>Cecilia Herrera</u>
Title:	<u>Administrative Services Manager</u>
Address:	<u>1 NE 7th Street, Coupeville, WA 98239</u>
Phone:	<u>(360) 679-7330</u>
E-mail:	<u>c.herrera@islandcountywa.gov</u>

SAO

Agency Name:	<u>Office of the Washington State Auditor</u>
Contact Name:	<u>Stacie Tellers</u>
Title:	<u>Audit Manager</u>
Address:	<u>P.O. Box 40031, Olympia, WA 98504</u>
Phone:	<u>(564) 999-0922</u>
E-mail:	<u>TELLERSS@SAO.WA.GOV</u>

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO and SAO to share confidential information with the Agency. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and WaTech policies and standards) in the handling of information considered confidential.

2. **DEFINITIONS**

“Agreement” means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

“Data Access” refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

“Data Storage” refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services.

“Data Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. The Data that is the subject of this DSA is classified as indicated below:

Category 1 – Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to: a. Personal Information about individuals, regardless of how that information is obtained; b. Information concerning employee personnel records; c. Information regarding IT infrastructure and security of computer and telecommunications systems; d. List of individuals for commercial purposes.

Category 4 – Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which: a. Especially strict handling requirements are dictated, such as by statutes, regulations, agreements, or other

compliance mandates; b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

**3. PERIOD OF AGREEMENT**

This agreement shall begin on July 1, 2024, or date of execution, whichever is later, and end on June 30, 2027, unless terminated sooner or extended as provided herein.

**4. JUSTIFICATION FOR DATA SHARING**

SAO is the auditor of all public accounts in Washington State. SAO's authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

**5. DESCRIPTION OF DATA TO BE SHARED**

The data to be shared includes information and data related to audit results, financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

**6. DATA TRANSMISSION**

Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

**7. DATA STORAGE AND HANDLING REQUIREMENTS**

Agency and SAO will notify each other if they are providing confidential data. All confidential data provided by Agency will be stored using data encryption with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

**8. INTENDED USE OF DATA**

The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09 and 42.40.

**9. CONSTRAINTS ON USE OF DATA**

The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09 and 42.40.

**10. SECURITY OF DATA**

SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the WaTech policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

**11. NON-DISCLOSURE OF DATA**

SAO staff shall not disclose, in whole or in part, the confidential data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's Confidential data, SAO will notify the Agency

- a. SAO shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by Agency.
- c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

Agency staff shall not disclose, in whole or in part, the confidential data provided by SAO to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the SAO's data, Agency will notify the SAO

- a. Agency shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by SAO.
- c. The Agency shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

**12. DATA DISPOSAL**

Upon request by the SAO or Agency, or at the end of the DSA term, or when no longer needed, Confidential Information/Data must be returned or destroyed, except as required to be maintained for compliance or accounting purposes.

**13. INCIDENT NOTIFICATION AND RESPONSE**

The compromise of Confidential Information or reasonable belief that confidential information has been acquired and/or accessed by an unauthorized person that may be a breach that requires timely notice to affected individuals under RCW 42.56.590 or any other applicable breach notification law or rule must be reported to the Agency contact.

If the Receiving Party does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least: A. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery; B. A description of the types of information involved; C. The investigative and remedial actions the Receiving Party or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence; D. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 42.56.590, or any other applicable breach notification law or rule. E. Any other information SAO or Agency reasonably requests.

**14. OVERSIGHT**

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

**15. TERMINATION**

Either party may terminate this Agreement with 30 days written notice to the other party's Agency Contact named on Page 1. However, once data is accessed by the SAO or Agency, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

**16. AWARENESS AND TRAINING**

SAO and the agency shall ensure that all staff with access to the data shared through this Agreement are aware of the use and disclosure requirements of WaTech policies and standards and RCW 42.56.590. SAO will comply with all state requirements and training regarding handling, storage and transmission of confidential data.

**17. DISPUTE RESOLUTION**

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

**18. GOVERNANCE**

- a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

**19. SIGNATURES**

The signatures below indicate agreement between the parties.

Agency

Office of the Washington State Auditor

---

Signature

Date

Title: \_\_\_\_\_

---

Signature

Date

Title: \_\_\_\_\_



## Island County Emergency Management

Eric Brooks, MIPM, Director DEM

1 NE 7th Street, Coupeville, WA 98239

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

Email: E.Brooks@islandcountywa.gov | [www.islandcountywa.gov](http://www.islandcountywa.gov)

### MEMORANDUM

5 June 2024

TO: Board of County Commissioners – Island County  
FROM: Eric Brooks/Island County Emergency Management  
RE: Public Assistance Grant D23-206

The Island County Department of Emergency Management will be presenting to the Board of County Commissioners (BOCC), at its June 5, 2024 Work Session, a FEMA Public Assistance grant agreement.

The grant is associated with Presidential Disaster Declaration # FEMA-4682-DR-WA Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides.

The purpose of the grant is to provide funds to Island County for the repair or restoration of damaged public facilities and infrastructure as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The Washington State Military Department is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4682-DR-WA and FEMA State Agreement, which are incorporated by reference, and makes a sub-award of Federal award funds to Island County pursuant to this Agreement.

On January 12, 2023, President Biden declared that a major disaster exists in the State of Washington. This declaration made Public Assistance requested by the Governor available to state and eligible local governments and certain private nonprofit organizations on a cost-sharing basis for emergency work and the repair or replacement of facilities damaged by a severe winter storm, straight-line winds, flooding, landslides, and mudslides in Clallam, Island, Jefferson, Lewis, Okanogan, Skagit, Skamania, Snohomish, and Wahkiakum Counties. This declaration also made Hazard Mitigation Grant Program assistance requested by the Governor available for hazard mitigation measures statewide.

A handwritten signature in blue ink, appearing to read "Eric Brooks".

Eric Brooks

Director

**Washington State Military Department**  
**PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: <b>Island County 1 NE 7th St. Coupeville, WA 98239</b>		2. Grant Agreement Amount: <b>To be determined, based upon approved project worksheets</b>	3. Grant Number: <b>D23-206</b>
4. SUBRECIPIENT, phone/email: <b>(360)679-7333/markelle@islandcountywa.gov</b>		5. Grant Agreement Start Date: <b>November 3, 2022</b>	6. Grant Agreement End Date: <b>January 12, 2027</b>
7. DEPARTMENT Program Manager, phone/email: <b>Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov</b>		8. Unique Entity Identifier (UEI) : <b>LDB2CDL66919</b>	9. UBI # (state revenue): <b>151-000-298</b>
10. Funding Authority: <b>Washington State Military Department</b> (the "DEPARTMENT"), and <b>Federal Emergency Management Agency (FEMA)</b>			
11. Funding Source Agreement #: <b>FEMA-4682-DR-WA</b>	12. Program Index # <b>734AC (Federal) / 732AE (State) / 734AD (Admin)</b>	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: <b>97.036, Public Assistance</b>	14. Federal EIN #:
15. Total Federal Award Amount: N/A		16. Federal Award Date: N/A	
17. Service Districts: (BY LEGISLATIVE DISTRICT): <u>10</u> th (BY CONGRESSIONAL DISTRICT): <u>2</u> th		18. Service Area by County(ies): <b>Island</b>	19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		23. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER	
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4682-DR-WA Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides. To provide funds to the SUBRECIPIENT for emergency work and the repair or replacement of disaster-damaged facilities, as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4682-DR-WA Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.			
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated January 12, 2023 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.			
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:			
1. Applicable Federal and State Statutes and Regulations 2. DHS Standard Terms and Conditions 3. Presidential Declaration, FEMA State Agreement, and other Documents 4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)		5. Special Terms and Conditions 6. General Terms and Conditions, and, 7. Other provisions of the contract incorporated by reference.	
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature Stacey McClain, Governor's Authorized Representative Washington State Military Department	Date	Signature print or type name: _____	Date
APPROVED AS TO FORM: Dierk Meierbachtol (signature on file) 6/9/2022 Assistant Attorney General		APPROVED AS TO FORM: SUBRECIPIENT's Attorney _____ Date _____	

**Washington State Military Department  
SPECIAL TERMS AND CONDITIONS**

**ARTICLE I – KEY PERSONNEL**

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Eric Brooks	Name	Gerard Urbas
Title	Director, Island County Emergency Management	Title	Deputy State Coordinating Officer Public Assistance
E-Mail	E.Brooks@IslandCountyWA.gov	E-Mail	<a href="mailto:gary.urbas@mil.wa.gov">gary.urbas@mil.wa.gov</a>
Phone	360-240-5572	Phone	(253) 512-7402

**ARTICLE II - ADMINISTRATIVE REQUIREMENTS**

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the "FEMA State Agreement" published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated January 12, 2023 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 12, 2023.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4682-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning November 3 to November 8, 2022. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The subrecipient may keep interest amounts up to \$100 per year for administrative expenses.

**STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:**

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT:

**1. FUNDING**

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4682-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4682-DR-WA, subject to the following exceptions:

**DEPARTMENT Match:** The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

**Donated Resources:** FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in Public Assistance Program and Policy Guide V.4 (PAPPG), and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

## **2. GRANT AGREEMENT PERIOD**

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

## **3. PAYMENTS**

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated January 12, 2023 (**Attachment 4**) procedures as follows:

- a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount obligated for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4682-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. \_\_\_\_\_, Accounting Fund No. \_\_\_\_\_.
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTs shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

#### **4. CLOSEOUT**

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

#### **5. DOCUMENTATION / REPORTING REQUIREMENTS**

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

**Quarterly Reports:** The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

#### **6. TIME EXTENSIONS**

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after

the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44 CFR 206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

## **7. PROCUREMENT**

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

## **8. SUBRECIPIENT MONITORING:**

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
  - i. review of financial and performance reports;
  - ii. monitoring and documenting the completion of Agreement deliverables;
  - iii. documentation of phone calls, meetings, e-mails, and correspondence;
  - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
  - v. observation and documentation of Agreement related activities;
  - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.208. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:
  - i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
  - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.

- iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
- iv. Withhold further federal awards for the project or program.
- v. Take any other remedies that may be legally available.

f. The DEPARTMENT agrees to:

- i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
- ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
- iii. Submit the SUBRECIPIENT's funding package to FEMA.
- iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
- v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
- vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

## **9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **A. FEMA STATE AGREEMENT TERMS AND CONDITIONS**

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 12, 2023 (**Attachment 4**).

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Department of Homeland Security (DHS)/  
Federal Emergency Management Agency (FEMA)  
Grants**

**A.1 DEFINITIONS**

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. "**DEPARTMENT**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. "**SUBRECIPIENT**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. "**Monitoring Activities**" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. "**Project**" means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. "**Investment Justification**" means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

**A.2 ADVANCE PAYMENTS**

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA may process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

**A.3 AMENDMENTS AND MODIFICATIONS**

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

**A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.**

The SUBRECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

**A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH**

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

**A.6 ASSURANCES**

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated January 12, 2023 incorporated in this Agreement as **Attachment 4**.

**A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY**

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>).

**A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

**A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES**

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to:

nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

**A.10 CONFLICT OF INTEREST**

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

**A.11 CONTRACTING & PROCUREMENT**

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part](#)

60. "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. Notice of Federal awarding agency requirements and regulations pertaining to reporting.
12. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
13. Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
14. Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.
15. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
16. Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.
17. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
18. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

#### **A.12 DISCLOSURE**

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior

written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law, or court order.

**A.13 DISPUTES**

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

**A.14 DUPLICATION OF BENEFITS**

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

**A.15 HAZARDOUS SUBSTANCES**

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70A.305.020.

**A.16 LEGAL RELATIONS**

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

**A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE**

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

**A.18 LOSS OR REDUCTION OF FUNDING**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

**A.19 NONASSIGNABILITY**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

**A.20 NONDISCRIMINATION**

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

**A.21 NOTICES**

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

**A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)**

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

**A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT. The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

**A.24 POLITICAL ACTIVITY**

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

**A.25 PRIVACY**

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

**A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**A.27 PUBLICITY**

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

**A.28 RECAPTURE PROVISION**

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

#### **A.29 RECORDS AND REPORTS**

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT 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. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

#### **A.30 RECOVERY OF FUNDS**

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

#### **A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN**

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

#### **A.32 SEVERABILITY**

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

#### **A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)**

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local

government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

**Contracts.Office@mil.wa.gov**

**Subject: Subrecipient Name, Single Audit and Corrective Action Plan**

**OR**

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

#### **A.34 SUBRECIPIENT NOT EMPLOYEE**

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right

or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

#### **A.35 TAXES, FEES AND LICENSES**

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

#### **A.36 TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### **A.37 TERMINATION OR SUSPENSION FOR CAUSE**

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

#### **A.38 TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

#### **A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)**

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in WAC 326-30-041.

**A.40 VENUE**

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**A.41 WAIVERS**

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

## PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY <b>PROJECT WORKSHEET</b>		O.M.B. No. 1660-0017			
<b>PAPERWORK BURDEN DISCLOSURE NOTICE</b>					
Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. <b>NOTE: Do not send your completed form to this address.</b>					
DISASTER	PROJECT NO.	PA ID NO.			
F _____ - R _____					
DAMAGED FACILITY		WORK COMPLETE AS OF: _____ : _____ %			
SUBRECIPIENT	COUNTY				
LOCATION		LATITUDE	LONGITUDE		
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>PROJECT COST</b>					
I	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		

# FEMA-4682-DR, Washington Disaster Declaration as of 01/12/2023



FEMA



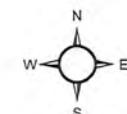
**Data Layer/Map Description:**  
The types of assistance that have been designated for selected areas in the State of Washington.

All areas in the State of Washington are eligible for assistance under the Hazard Mitigation Grant Program.

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

## Designated Counties

- No Designation
- Public Assistance (Categories A - G)



0 10 20 30 40 Miles

**Data Sources:**  
FEMA, ESRI;  
Initial Declaration: 01/12/2023  
Disaster Federal Registry Notice: 01/12/2023  
Datum: North American 1983  
Projection: Lambert Conformal Conic



# Preliminary Damage Assessment Report

## **Washington – Severe Winter Storm, Straight-line Winds, Flooding, Landslides, and Mudslides FEMA-4682-DR**

***Declared January 12, 2023***

On December 28, 2022, Governor Jay Inslee requested a major disaster declaration due to a severe winter storm, straight-line winds, flooding, landslides, and mudslides during the period of November 3-8, 2022. The Governor requested a declaration for Public Assistance for nine counties and Hazard Mitigation statewide. During the period of December 7-15, 2022, joint federal, state, and local government Preliminary Damage Assessments (PDAs) were conducted in the requested counties and are summarized below. PDAs estimate damages immediately after an event and are considered, along with several other factors, in determining whether a disaster is of such severity and magnitude that effective response is beyond the capabilities of the state and the affected local governments, and that Federal assistance is necessary.<sup>1</sup>

On January 12, 2023, President Biden declared that a major disaster exists in the State of Washington. This declaration made Public Assistance requested by the Governor available to state and eligible local governments and certain private nonprofit organizations on a cost-sharing basis for emergency work and the repair or replacement of facilities damaged by a severe winter storm, straight-line winds, flooding, landslides, and mudslides in Clallam, Island, Jefferson, Lewis, Okanogan, Skagit, Skamania, Snohomish, and Wahkiakum Counties. This declaration also made Hazard Mitigation Grant Program assistance requested by the Governor available for hazard mitigation measures statewide.<sup>2</sup>

### **Summary of Damage Assessment Information Used in Determining Whether to Declare a Major Disaster**

#### **Individual Assistance – (Not Requested)**

- Total Number of Residences Impacted:<sup>3</sup> -
- Destroyed - -
- Major Damage - -
- Minor Damage - -
- Affected - -
- Percentage of insured residences:<sup>4</sup> -
- Percentage of poverty households:<sup>5</sup> -
- Percentage of ownership households:<sup>6</sup> -
- Population receiving other government assistance such as SSI and SNAP: -

• Pre-Disaster Unemployment:	-
• Age 65 and older:	-
• Age 18 and under:	-
• Disability:	-
• IHP Cost to Capacity (ICC) Ratio:	-
• Total Individual Assistance cost estimate:	N/A

## Public Assistance

• Primary Impact:	Damage to utilities
• Total Public Assistance cost estimate:	\$17,752,607
• Statewide per capita impact: <sup>7</sup>	\$2.30
• Statewide per capita impact indicator: <sup>8</sup>	\$1.77
• Countywide per capita impact:	Clallam County (\$13.90), Island County (\$6.79), Jefferson County (\$25.54), Lewis County (\$4.64), Okanogan County (\$15.92), Skagit County (\$13.93), Skamania County (\$4.79), Snohomish County (\$14.86), Wahkiakum County (\$7.20).
• Countywide per capita impact indicator: <sup>9</sup>	\$4.44

<sup>1</sup> The Preliminary Damage Assessment (PDA) process is a mechanism used to determine the impact and magnitude of damage and resulting needs of individuals, businesses, public sector, and community as a whole. Information collected is used by the State as a basis for the Governor's request for a major disaster or emergency declaration, and by the President in determining a response to the Governor's request (44 CFR § 206.33).

<sup>2</sup> When a Governor's request for major disaster assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Stafford Act) is under review, a number of primary factors are considered to determine whether assistance is warranted. These factors are outlined in FEMA's regulations (44 CFR § 206.48). The President has ultimate discretion and decision making authority to declare major disasters and emergencies under the Stafford Act (42 U.S.C. § 5170 and § 5191).

<sup>3</sup> Degree of damage to impacted residences:

- Destroyed – total loss of structure, structure is not economically feasible to repair, or complete failure to major structural components (e.g., collapse of basement walls/foundation, walls or roof);
- Major Damage – substantial failure to structural elements of residence (e.g., walls, floors, foundation), or damage that will take more than 30 days to repair;
- Minor Damage – home is damaged and uninhabitable, but may be made habitable in short period of time with repairs; and
- Affected – some damage to the structure and contents, but still habitable.

<sup>4</sup> By law, Federal disaster assistance cannot duplicate insurance coverage. 42 U.S.C. § 5155 and 44 C.F.R. § 206.48(b)(5).

<sup>5</sup> Special populations, such as low-income, the elderly, or the unemployed may indicate a greater need for assistance. 44 C.F.R. § 206.48(b)(3).

<sup>6</sup> Ibid. 44 C.F.R. § 206.48(b)(3).

<sup>7</sup> Based on State population in the 2020 Census.

<sup>8</sup> Statewide Per Capita Impact Indicator for FY23, *Federal Register*, October 1, 2022.

<sup>9</sup> Countywide Per Capita Impact Indicator for FY23, *Federal Register*, October 1, 2022.



## Island County Emergency Management

Eric Brooks, MIPM, Director DEM

1 NE 7th Street, Coupeville, WA 98239

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

Email: E.Brooks@islandcountywa.gov | [www.islandcountywa.gov](http://www.islandcountywa.gov)

### MEMORANDUM

5 June 2024

TO: Board of County Commissioners – Island County

FROM: Eric Brooks/Island County Emergency Management

RE: Memorandum of Understanding Between the City of Oak Harbor and Island County Department of Emergency Management

The Island County Department of Emergency Management will be presenting to the Board of County Commissioners (BOCC), at its June 5, 2024 Work Session, an updated Memorandum of Understanding between the City of Oak Harbor and the Island County Department of Emergency Management.

The Memorandum of Understanding (MOU) is identical to the last agreement except for the “effect date and termination of agreement.” The former agreement had an end date of one year while the updated agreement remains in effect until modified or terminated by any of the partners with mutual consent.

There is no financial obligation of either party associated with the agreement. The City and DEM maintain ownership, inventory, and responsibility for their own equipment and supplies. Each will be responsible for funding their own separate obligations.

The agreement highlights the collaboration and coordination that is extremely important when preparing for and responding to emergencies and disasters. This includes coordinated training, exercises, public outreach, and seeking mutually beneficial grant opportunities. In turn the City of Oak Harbor agrees to share the space utilized as the Emergency Operations Center located at the Oak Harbor Fire Department. The City will continue to maintain the infrastructure and associated communications.

Eric Brooks

Director

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF OAK HARBOR  
AND  
ISLAND COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the City of Oak Harbor (CITY) and Island County (COUNTY) as a whole, and specifically Island County Department of Emergency Management (DEM) to engage in various emergency management activities and the sharing of space in the Oak Harbor Fire Department Emergency Operations Center (EOC). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating entities listed above.

**BACKGROUND**

The CITY and DEM have for many years engaged in various activities for the betterment of both the CITY and Island County as a whole. With both entities having limited staffing and funding available, such efforts have proven to be effective in providing emergency management services at both the CITY and the COUNTY levels which support each other's emergency management programs.

These efforts have included, among other things, joint planning activities related to emergency preparedness, mitigation, response, recovery, and incident management, which enhance the protection of all citizens.

Over the course of time, the parties have also jointly worked on various planning activities which are a requirement of the Federal Emergency Management Agency (FEMA) and Homeland Security in order to maintain eligibility for various federal grant money and to maintain compliance with National Incident Management System (NIMS).

The CITY and DEM are also partnering in the Joint Information System (JIS), in accordance with NIMS, and utilize the JIS to provide public information which is reliable and consistent.

The parties jointly conduct various exercises annually, including Virtual Tabletop Exercises (VTTX) with FEMA on subjects including active shooter, severe weather, earthquakes, tsunamis, and disaster preparedness, further enhancing the safety of first responders, teachers, students, military personnel, and residents countywide.

DEM has also provided training, equipment and staff for mass casualty drills and public education materials for the community.

The parties have also previously participated in seeking grant funding and have partnered in Homeland Security grants, both as to writing and accepting grant funds. These grants may otherwise have been unavailable to each entity separately, but through a coordinated effort, have been successful in gaining funding through the various sources based on economy of scale.

These joint efforts have presented a unique perspective in establishing a shared environment to support emergency operations as a whole. As such, the two entities have determined that it is in the public's interest that the parties occupy the same physical space to facilitate continued joint operations for the betterment of both the CITY and the COUNTY.

### **AGREEMENT**

In consideration of the above items, this MOU is intended to outline the intent of the parties to continue this effort, and to identify the agreed-upon terms of the parties with respect to the sharing of the EOC located in the Oak Harbor Fire Department.

The primary, office space utilized by DEM as its office consists of approximately 256 square feet of the Oak Harbor Fire Department; however, during times of activation, training, exercises, public meetings, etc., the use of space also includes outlying offices, kitchen facilities, meeting rooms, and other space to facilitate full operations of DEM, which also supports the CITY.

In exchange for the CITY providing such space, DEM, when financially able, has historically provided assistance through grant funds (primarily through Homeland Security) to support shared activities such as exercises and public outreach campaigns, as well as for equipment purchases which are used in the EOC. This equipment has included items such as computers, white boards, plotters, printers, sound systems, water purification systems, response trailers, and the ACU 1000 radio interoperability program.

The CITY provides and will continue to provide the physical space in the EOC (approximately 880 shared square feet), phones lines, electricity, VoIP, restroom facilities. The CITY will provide basic internet and/or Wi-Fi services at the EOC. Use of such services, however, shall be limited to authorized personnel only. The City shall maintain such internet safeguards and restrictions as it deems necessary, at its sole discretion, and may track usage of such services to ensure compliance with CITY policies. DEM acknowledges and agrees to abide by CITY policies by providing security and proper usage of internet infrastructure.

It is the intent of this agreement to solidify the goodwill and exchanges which have historically occurred between the parties. In exchange for the continued use of the space provided at the Oak Harbor Fire Department, DEM will continue to provide equipment and training as grant funding is available; however, it is understood by the CITY that this agreement does not guarantee nor establish a requirement of DEM and/or the COUNTY to purchase such equipment, and the spirit is not to indebted DEM or the COUNTY.

In conjunction with granting, asset management, and standard accounting requirements, the parties have further determined that all equipment belonging to DEM will be clearly marked so as not to interfere with the CITY'S asset tracking system, and to ensure that in accordance with Federal grant requirements, all equipment will remain assets of the COUNTY, and the COUNTY is under no obligation to maintain said equipment within the CITY facility should such equipment fail or become inoperable. It is further agreed that the COUNTY maintains responsibility for the maintenance, tracking, and grant reporting for all such assets.

## **INDEMNIFICATION**

It is further agreed that the CITY shall have no duty or responsibility for the protection, safeguarding, care, insurance, or storage of any DEM property, nor shall the CITY be liable for any damage to DEM property used or left in the EOC, or in any surrounding CITY property by DEM or its employees, agents, contractors, customers, guests, or invitees. This includes, but is not limited to damage caused by fire, earthquake, acts of nature, vandalism, or burglary. The CITY will not be responsible for the inventorying and/or tracking of DEM fixed assets, although the CITY will request a listing of DEM assets for on-site audit purposes.

The CITY shall seek reimbursement from DEM and/or the COUNTY for the repair costs of any damage to the EOC or CITY property caused by the DEM or their agents, representatives, members, or invitees, when said damage occurs as a result of negligence, willful intent to damage.

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

## **IMPROVEMENTS**

The parties to this MOU further acknowledge that title to the EOC is held solely by the CITY. The COUNTY and DEM shall make no structural modifications to the EOC without prior written consent from the CITY. Any improvements to the EOC, such as the addition or removal of fixtures or structural items that may be requested or recommended by DEM will be communicated in writing to the Fire Chief, who will consider all such requests in light of the overall service needs of the CITY. The Fire Chief shall be responsible for forwarding any requests to the City Administrator for consideration. Upon receipt of approval, the Fire Chief will coordinate alteration requests with the necessary parties.

For purposes of this MOU, alterations include, but are not limited to, changing locks, expanding usage space beyond that identified above, and enhancing existing security systems. The Station may, at its discretion, revise security access codes as needed, but any new access security access code determined by the Station shall be transmitted to DEM. *Any decision to make alterations or expansions to the EOC shall be determined at the sole discretion of the CITY.* The cost of improvements requested by DEM will generally be borne by the DEM and the COUNTY; however, nothing herein shall preclude DEM and the COUNTY from requesting that the CITY provide some level of financial support for the improvements requested.

The CITY shall, at its sole expense, perform all repairs and maintenance to the EOC as a result of normal wear and tear relating to electrical, mechanical, structural, and plumbing. *Any decision to make repairs or maintenance in the EOC shall be determined at the sole discretion of the CITY.* The CITY will provide advanced notice of such repairs to allow for appropriate planning on the part of DEM and the COUNTY.

## **FUNDING**

The parties will continue to be responsible for funding their separate obligations. No separate entity or funding obligation is created by this agreement.

#### **EFFECT DATE AND TERMINATION OF AGREEMENT**

This MOU shall become effective upon signature by the authorized officials from the CITY and DEM and will remain in effect until modified or terminated by any one of the partners by mutual consent. Either party wishing to terminate this MOU agrees to provide a minimum of 30 days advanced notice, with 60 days being the preferred notification period to allow for reasonable accommodations and planning by both parties.

#### **MODIFICATIONS TO THIS AGREEMENT**

This MOU is at-will and may be modified by mutual consent of authorized officials from the CITY, COUNTY, and DEM. Unless otherwise agreed to, any such modifications shall require a 30-days advanced notice.

#### **LIABILITY**

Nothing contained herein is intended to create a cause of action. This MOU is intended to reduce to writing the desire to work collaboratively within the EOC with DEM. Failure to strictly comply with any provision of this MOU does not create liability on the part of the party failing to meet the above standards.

#### **ENFORCEMENT**

This MOU is not intended to, nor does it create any right or benefit, substantive or procedural, enforceable at law or equity by any party against the CITY or DEM, or their departments, officers, agents, or employees.

This MOU does not in any way affect previous agreements unrelated to this subject including, but not limited to mutual aid agreements.

#### **CONFIDENTIALITY**

In the course of carrying out the terms of this MOU, it is possible that the parties may learn confidential information belonging to the other party. The parties shall treat the other party's confidential information as confidential and shall not disclose such confidential information without the prior written consent of the party, subject to the requirements of chapter 42.56 RCW.

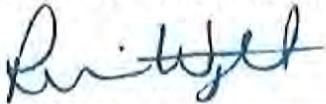
## **CONTACT INFORMATION**

City of Oak Harbor  
Fire Chief  
855 E. Whidbey Ave.  
Oak Harbor, WA 98277  
Phone: (360) 279-4700  
Fax: (360) 279-4703  
E-mail: [abraunstein@oakharbor.org](mailto:abraunstein@oakharbor.org)

Island County Department of Emergency Management  
Eric Brooks, Director  
P O Box 5000  
Coupeville, WA 98239-5000  
Phone: (360) 679-7370  
Fax: (360) 679-7376  
E-mail: [e.brooks@islandcountywa.gov](mailto:e.brooks@islandcountywa.gov)

Executed the 5<sup>th</sup> day of March, 2024.

CITY OF OAK HARBOR



\_\_\_\_\_  
Ronnie Wright  
Mayor

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ISLAND COUNTY DEPARTMENT OF  
EMERGENCY MANAGEMENT

\_\_\_\_\_  
Eric Brooks  
Director

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ISLAND COUNTY

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



## Island County Public Works

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

---

1 NE 7th St, Coupeville, WA 98239

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

Email: [Ed.Sewester@islandcountywa.gov](mailto:Ed.Sewester@islandcountywa.gov) | [www.islandcountywa.gov](http://www.islandcountywa.gov)

## M E M O R A N D U M

June 5, 2024

TO: Board of County Commissioners – Island County

FROM: Malcolm Roberts, Transportation Planner/IRTPO

RE: 2025 Island County Comprehensive Plan Transportation Element

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The Island County Public Works Department (Public Works) will be presenting to the Island County Board of County Commissioners (BOCC), at its June 5<sup>th</sup> Work Session, a preliminary consultant agreement with TranspoGroup for the Island County 2025 Transportation Element update.

Public Works published a Request for Qualifications for the Transportation Element Update and received no responses in 3 weeks of advertising. In the absence of any submitted Statements of Qualifications, three consultants were contacted individually, and the sole respondent was TranspoGroup. An interview was held between Public Works staff and TranspoGroup to verify their qualifications. TranspoGroup is familiar with Island County standards, and completed the previous Island County Transportation Element update in 2014. Based on these qualifications, Public Works will be pursuing a consultant agreement with TranspoGroup.

Finalization of scope and budget for the project is still underway. Maximum amount of contract is not to exceed \$250,000. Work is scheduled to commence in June 2024 (pending BOCC approval), and the project is expected to be completed approximately April 2025.

# **Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement**

Agreement Number:

Does this Require DES filing?  Yes  No

Firm/Organization Legal Name (do not use dba's): Transpo Group			
Address 12131 113th Ave NE #203 Kirkland, WA 98034		Federal Aid Number N/A	
UBI Number		Federal TIN N/A	
Execution Date		Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Title Island County 2025 Transportation Element Update			
Description of Work 2025 GMA update of the Island County Transportation Element. The 2025 update of the Transportation Element will address all the various changes that have occurred			
<input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No SBE Participation		Maximum Amount Payable: 250,000	

## **Index of Exhibits**

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

Agreement Number:

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

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

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

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

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

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

## **II. Scope of Work**

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

## **III. General Requirements**

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

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

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

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26 shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:

Name: Malcolm Roberts  
Agency: Island County Public Works  
Address: 1 NE 7th Street  
City: Coupeville      State: Wa      Zip:  
Email: [malcolm.roberts@islandcountywa.gov](mailto:malcolm.roberts@islandcountywa.gov)  
Phone: 350-240-5546  
Facsimile:

If to CONSULTANT:

Name:  
Agency:  
Address:  
City:      State:      Zip:  
Email:  
Phone:  
Facsimile:

#### IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and until approved by DES. Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

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## **V. Payment Provisions**

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

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

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

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

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

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

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

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B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT'S Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 “Travel Costs.” The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit “D,” including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT’s employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per the WSDOT’s “Audit Guide for Consultants,” Chapter 23 “Resolution Procedures,” the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

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

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT’s Internal Audit Office and /or at the request of the AGENCY’s Project Manager.

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## **VI. Sub-Contracting**

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

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

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

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

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

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

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

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

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

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

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

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## **VIII. Nondiscrimination**

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

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

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

## **IX. Termination of Agreement**

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

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

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

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

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

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

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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

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## Insurance Coverage

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

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

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

Name: Malcolm Roberts  
Agency: Island county Public Works  
Address: 1 NE 7th Street  
City: Coupeville      State: Wa      Zip: 98239  
Email: malcolm.roberts@islandcountywa.gov  
Phone: 360-240-5546  
Facsimile:

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

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

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

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

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### **XIII. Extra Work**

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

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

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

### **XV. Federal Review**

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

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

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

### **XVII. Complete Agreement**

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

Agreement Number:

## **XVIII. Execution and Acceptance**

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

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

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

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

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

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

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

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

Agreement Number:

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

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

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

## **XIX. Records Maintenance**

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

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

Agreement Number:

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

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

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

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

---

Signature

Date

---

Signature

Date

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

Agreement Number:

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

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Project No.

See Next Page for Complete Scope

Agreement Number:

***Exhibit B***  
***DBE Participation Plan***

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No DBE Participation is required for the contract

Agreement Number:

## Exhibit C

### **Preparation and Delivery of Electronic Engineering and Other Data**

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The following describes the format and standards the CONSULTANT is to use in preparing electronic files for transmission to the AGENCY. All Electronic files provided shall be compatible with the software version currently in use by the AGENCY. The format and standards to be provided may include, but not limited to, the following:

#### I. Surveying, Roadway Design & Plans Preparation:

Upon AGENCY approval and acceptance of the final signed and stamped plans, the CONSULTANT shall provide to the AGENCY the final electronic data, files, and resources for all survey, roadway design, and plans associated with the project. This information shall be delivered on a compact disc (CD) that includes an index file listing all the files with a brief description of the contents and purpose of each file. Electronic data and files shall be prepared, organized, and delivered as described in Sections A, B, and C below and as described in the Electronic Engineering Data Standards Manual posted on the WSDOT CAE Consultant Resources web site.

<http://www.wsdot.wa.gov/Publications/Manuals/index.htm>

- Plan Sheet Size: 22" x 34" (Full Size) and 11" x 17" (half size)
- Scale Range: 1" = 50' to 1" = 20' Horizontal  
1" = 5' Vertical
- Cross Section: 1" = 10' Horizontal and Vertical

#### A. Surveying: Survey data shall be collected using WSDOT methodologies as defined in the Highway Survey Manual (M22-97 Jan 2005) and all applicable professional surveying practices.

All primary survey control shall be established using Washington State Plane (NAD 83/91) and North American Vertical Datum of 1988 (NAVD 88) in English units. Primary control shall be transformed to project datum by applying the appropriate combined correction factor (scale factor, elevation factor.) All secondary control and topography work shall be done on the Project Datum.

The CONSULTANT shall prepare and deliver the electronic survey information in Civil 3D format in accordance with Division 1, Section 5.01 of the Electronic Engineering Data Standards Manual.

#### B. Roadway Design: The AGENCY supported version of Civil 3D, current at the date of execution of the AGREEMENT, shall be used for all computer aided roadway design calculations. If the AGENCY upgrades to a newer version after the date of execution, the CONSULTANT, at their discretion, may use the more current AGENCY supported version. The AGENCY custom resource files and CAD standards shall be used where applicable. All Civil 3D files shall be prepared using Project Datum as defined in Section "A" above.

The CONSULTANT shall prepare and deliver the electronic roadway design information in accordance with Division 1, Section 6.02 of the Electronic Engineering Data Standards Manual.

#### C. Plans Preparation: Plans developed with Computer Aided Drafting "CAD" software shall adhere to the expanded level standards defined in the Plans Preparation Manual (M22-31.) CAD files shall use a Project Datum as defined in Section "A" above.

The CONSULTANT shall prepare and deliver the CAD files in accordance with Division 1, Section 7 of the Electronic Engineering Data Standards Manual. CAD basemap and sheet files shall be delivered as 3D files in a format that can be used directly by Civil 3D without translation.

#### D. Right to Review Product by the AGENCY: The AGENCY reserves the right to schedule visits at the CONSULTANT's location to review electronic files for compliance with the AGENCY methodologies and standards. The CONSULTANT may request visits by the AGENCY to review electronic files.

E. AGENCY Furnished Services and Information: The AGENCY will provide access to computer aided engineering support personnel for information about setting up and using the AGENCY custom resources and procedures for Civil 3D and AutoCAD.

General training on how to use Civil 3D and AutoCAD software will be the responsibility of the CONSULTANT.

## II. Photogrammetric Mapping Services

A. Photogrammetry Deliverables: If included in the scope of work, the CONSULTANT shall provide photogrammetric mapping services and any related services deemed necessary to include, project design, aerotriangulation, and compilation using current generation analytical and / or softcopy systems to produce and deliver 3D Computer Aided Drafting and Design (CADD) files; Digital Ortho Photos; and hardcopy plots. In all cases, data will be compiled to WSDOT specifications for accuracy, completeness, and file management. Delivery will be in the format consistent with that currently in use by WSDOT. A current listing and description of WSDOT procedures, methodology, software, equipment, and systems will be made available by contacting WSDOT Photogrammetry Section at 360-709-5540.

All map files shall be delivered to the AGENCY in unedited, unprocessed form, directly from the stereoplotter system where the data was compiled from the stereomodel. The AGENCY regards these files not as a finished cartographic product, but rather as raw data to be used in the preparation of alignments, design templates, and contract plans. Therefore, it is desirable to have the data exactly as interpreted and measured by the photogrammetrist without subsequent adjustment for aesthetic purposes. No attempt should be made to compile data where the ground is not clearly visible.

The CONSULTANT shall also provide to the AGENCY the negatives for all original aerial photography used to produce the photogrammetry data.

B. Right to Review Photogrammetric Product by the AGENCY: The AGENCY reserves the right to schedule visits at the CONSULTANT's location to review procedures, systems, methodology, software, and qualifications for assurance of meeting WSDOT standards. The review(s) will include monitoring electronic file format and organization. The AGENCY reserves the right to review deliverables for compliance, completeness, and level of quality.

## III. Project Scheduling

A. When preparing project schedule, the CONSULTANT must use Microsoft Project or other approved software.

## IV. Highway Capacity:

When reporting level of service for intersection analysis, the CONSULTANT must report the LOS of the worst movement. When analyzing future LOS, current count data must be projected to 6 years from anticipated project completion. The annual growth rate must be calculated based on historical counts at or near the project area. Consultant shall utilize the most current version of the analysis and/or modeling software appropriate to the specific project assigned. Tools and data sets to be used must be agreed upon by the County project manager in advance.

## V. Media Presentation:

A. Microsoft PowerPoint  
B. Simulation Model: Commonly used video file types

## VI. Any Other Electronic Files to be Provided:

A. Computer-Aided Design and Drafting: Latest AGENCY approved version of AutoCAD Civil 3D

## VII. Methods of Electronically Exchanged Data:

A. Agency Software Suite:

- Microsoft Office 2016
- Adobe Acrobat Reader for PDF files

B. Electronic File Transfer:

- Where appropriate, the CONSULTANTS can use “Internet” or “smtp” mail to send routine written correspondence.
- Sending and receiving attached documents to e-mail message should be done in “rich-text” format that conserves formatting on the original document.
- Files less than 20 MB: may use e-mail system.
- Files 20 MB or larger use AGENCY or CONSULTANT ftp site. Files on the FTP site are not private and have a limited retention time.

C. File Transfer Format:

- Reports/documents prepared with Microsoft Office file format submitted for AGENCY review and comments must be submitted in its native file format.
- Final reports/documents must be submitted in a PDF format.

D. Any Other Electronic Files to be Provided:

- Deliverables identified in Exhibit A – Scope of Services may be saved on a CONSULTANT administered SharePoint site, if used, and AGENCY provided a hard copy during the Project. AGENCY will be provided with a copy of the digital SharePoint files on a thumb drive (USB Stick) at Project Closeout.

***Exhibit D***  
***Prime Consultant Cost Computations***

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See Attached Consultant D-1 Payrates

Agreement Number:

## ***Exhibit E*** ***Sub-consultant Cost Computations***

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

No Sub consultant required for the contract

Agreement Number:

## **Exhibit F - Title VI Assurances Appendix A & E**

### **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Title of Modal Operating Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.  
*[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Title of Modal Operating Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Title of Modal Operating Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Title of Modal Operating Administration*) may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Title of Modal Operating Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## ***Exhibit F - Title VI Assurances Appendix A & E***

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### **APPENDIX E**

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

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

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

## ***Exhibit G*** ***Certification Documents***

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- Exhibit G-1(a)** Certification of Consultant
- Exhibit G-1(b)** Certification of \_\_\_\_\_
- Exhibit G-2** Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3** Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4** Certificate of Current Cost or Pricing Data

Agreement Number:

## **Exhibit G-1(a) Certification of Consultant**

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

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Date

Agreement Number:

## **Exhibit G-1(b) Certification of Agency Official**

I hereby certify that I am the:

Agency Official

Other

of the Island County Public Works , and the CONSULTANT  
or its representative has not been required, directly or indirectly as an express or implied condition in connection  
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration  
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation  
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this  
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and  
Federal laws, both criminal and civil.

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Signature

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Date

Agreement Number:

## **Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

## **Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

## Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of <sup>\*</sup> are accurate, complete, and current as of <sup>\*\*</sup>.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

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Signature

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Title

Date of Execution\*\*\*:

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\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

## ***Exhibit H*** ***Liability Insurance Increase***

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

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

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

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

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

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

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

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

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

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

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

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

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

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

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

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

## **Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

## **Exhibit J** **Consultant Claim Procedures**

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

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

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

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

The consultant's claim must outline the following:

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

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

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

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

Agreement Number:

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

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

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

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

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

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

Agreement Number:



**ISLAND COUNTY HUMAN RESOURCES/GSA**

**WORK SESSION AGENDA**

**MEETING DATE: 6/5/2024**

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

**From:** Catherine Reid, Director

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

**Agenda Item No.: 1**

**Subject: Historical Preservation and Programs Grant**

**Description:** Discussion of amount of funding to make available for this grant. No grants have been awarded since 2017 so there is around \$142,000 in fund balance with around \$12,000 of annual revenue currently. Budget and GSA have discussed this and recommend making some of this balance available for use by one or more of the qualifying organizations in Island County. A Request for Proposal has been drafted and will be brought to the Board for approval.

**Attachment: Draft Request for Proposal**

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

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

**IT Review:** Not Applicable

**Budget Review:** Complete

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

**REQUEST FOR PROPOSALS**  
**HISTORICAL PRESERVATION AND HISTORICAL PROGRAMS**

The Island County Board of County Commissioners is requesting proposals from organizations that provide historical preservation and/or historical programs related to Island County. The Board has chosen to release \$\_\_\_\_ in grant funding for 2024. The proposals shall include:

1. the amount requested, a brief description of the organizations mission;
2. the projects or programs on which the grant funding will be spent;
3. the number of visitors each year to the organization; and
4. plans to engage with the County regarding historic preservation on an ongoing basis.

Proposals are due NO LATER THAN 4:30 P.M. on July 12, 2024. No proposals will be considered after this time. All envelopes shall be clearly marked "HISTORICAL PRESERVATION GRANT". All proposals must be submitted to:

By mail or in person:

BOARD OF ISLAND COUNTY COMMISSIONERS  
c/o CATHERINE REID, GENERAL SERVICES ADMINISTRATION DIRECTOR  
1 NE 7<sup>TH</sup> STREET, ROOM 200  
COUPEVILLE, WA 98239

Or by email to: [creid@islandcountywa.gov](mailto:creid@islandcountywa.gov)



## ISLAND COUNTY PUBLIC HEALTH

### WORK SESSION AGENDA

MEETING DATE: 6/5/2024

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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:** Health Officer Agreement HD-01-2021 Amendment #5

**Description:** Review contract renewal with Island County Health Officer Dr. Howard Leibrand, MD. Recommend renewing contract for 5-year period, 06/30/2024 - 06/30/2029.

**Attachment:** Contracts

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

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

**IT Review:** Not Applicable

**Budget Review:** Complete

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

**DIVISION:** Dept of Natural Resources

**Agenda Item No.:** 2

**Subject:** Citizens' Advice Board Recommendation on Conservation Futures Fund

**Description:** Review the one application received in 2024 and the associated CAB recommendation to fully fund the project at \$10,000.

**Attachment:** Citizens' Advice Board Recommendation, Executive Summary, Application Report, Resolution C-69-19

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

<input 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 checked="" type="checkbox"/> Other: <u>Board Direction</u>

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

**DIVISION:** Environmental

**Agenda Item No.:** 3

**Subject:** Wastewater Proviso Study with Sound Development Group, LLC to study innovative septic solutions.

**Description:** Recommendation to issue an intent to end the contract between the Board of County Commissioners and Sound Development Group, LLC for the Wastewater Proviso sub-award, as part of the Consolidated Contract CLH31012 Amendment No. 16 with the Washington State Department of Health.

**Attachment:** Contract and Memo

**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 Health

Shawn Morris ND, Director

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1 NE 7th Street, Coupeville, WA 98239

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

Email: s.morrisnd@islandcountywa.gov | [www.islandcountywa.gov](http://www.islandcountywa.gov)

## ISLAND COUNTY INTERIM HEALTH OFFICER AGREEMENT

Contract No: HD-01-2021

Amendment No. 5

### **Amendment types:**

Time Extension and Compensation

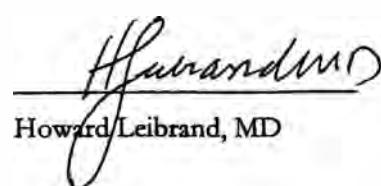
### **Amendment Description:**

The contract period extension is for five years from 6/30/2024 to 06/30/2029 for continued service as the Island County Health Officer. Compensation guidelines per contract to not exceed \$49,000 per year for the period agreement.

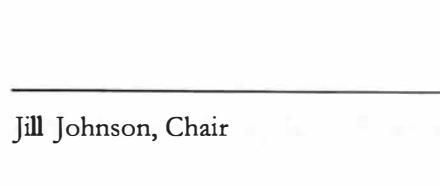
### **Agreement Terms:**

In all other respects the Agreement and the previous amendments, to which this is an Amendment, and attached thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

### **CONTRACTOR:**

  
Howard Leibrand, MD

### **ISLAND COUNTY BOARD OF COMMISSIONERS:**

  
Jill Johnson, Chair

### **ISLAND COUNTY BOARD OF HEALTH:**

  
Melanie Bacon, Chair

**ISLAND COUNTY INTERIM HEALTH OFFICER AGREEMENT**

**Contract No. HD-01-2021**

WHEREAS, the Island County Board of Health is required by RCW 70.05.050 to appoint a local health officer who shall be an experienced physician, licensed to practice medicine and surgery or osteopathy and surgery in this state, and who is qualified in accordance with the standards prescribed in RCW 70.05.050 through .055; and

WHEREAS, Ordinance C-132-99 ordains that the salary and expenses for the Island County Health Officer shall be set by the Island County Board of Commissioners, hereinafter referred to as the County, and

WHEREAS, Howard Leibrand, M.D., hereinafter referred to as the CONTRACTOR, is qualified and willing to assume the responsibilities of Health Officer as set forth within this agreement, **NOW THEREFORE**,

IT IS HEREBY AGREED by and between the parties as follows:

**I. SERVICE PERIOD**

CONTRACTOR shall provide the below described services from date of contract execution through  
June 30, 2021.

**II. SCOPE OF WORK**

- A. The Contractor shall provide the services required of the local Health Officer in matters relating to Island County Public Health's responsibilities.
- B. The specific services required of and provided by the Contractor shall be determined by the Island County Health Services Director. Said duties will be in conformance with RCW 70.05.070 (Local Health Officer – Powers and Duties).
- C. Certain specific expenses incurred by the Contractor in performing his duties as Health Officer and approved by the Island County Health Services Director shall be paid by the County in accordance with Island County Policy and Island County Code. Such expenses shall not be considered part of the maximum annual payment.
- D. The Island County Board of Health reserves the right to remove the Health Officer at any time, subject to prior notice being given to the Health Officer including the reason for removal and an opportunity for the Health Officer to request and have a hearing before the Island County Board of Health on the proposed removal.

**III. ACCESS AND AVAILABILITY**

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

Island County Interim Health Officer Agreement  
Contract No. HD-01-2021

- B. With at least 48 hours' notice, CONTRACTOR will notify the Administrator and key program staff when he will not be available as set forth in section III.A above.
- C. CONTRACTOR may subcontract or otherwise arrange for contingency coverage for public health medical services with an entity acceptable to ICPH for situations when he will be unavailable for extended periods.
- D. ICPH will ensure that medical records are promptly forwarded (e.g., within one week) to CONTRACTOR at his business address. When more urgent consultation is needed, telephone communication from ICPH will initiate the request for work.
- E. CONTRACTOR will generally review the clinical information, make an assessment, set forth recommendations, and ensure delivery back to ICPH within one week of receipt of materials.  
When more urgent communication of recommendations is merited, CONTRACTOR will make such recommendations via telephone.

**IV. COMPENSATION**

- A. ICPH shall provide CONTRACTOR with compensation of \$175 per hour spent providing consultation.
- B. ICPH shall provide CONTRACTOR with compensation of \$87.50 per hour spent on time for transportation to and from clinical visits when necessary.
- C. CONTRACTOR may bill in quarter-hour (i.e., 15-minute minimum) time increments.
- D. ICPH will provide CONTRACTOR with a minimum quarterly compensation of \$500.
- E. The maximum amount payable to CONTRACTOR under this agreement is \$39,750.

**V. GENERAL PROVISIONS**

- A. This contract calls for performance of services of CONTRACTOR as an independent CONTRACTOR and CONTRACTOR will not be considered an employee of Island County government for any purposes.
- B. CONTRACTOR shall assume all reasonably anticipated costs associated with the fulfillment of his obligation under this agreement, including but not necessarily limited to professional liability coverage, transportation, medical licensure, continuing education, professional dues, office supplies and equipment, and maintenance and operation of telecommunication devices and services necessary to meet the requirements of Section III.A.
- C. As an independent CONTRACTOR, it is understood that neither Island County nor the Island County Health Department is responsible for payroll deductions such as income tax, social security, etc., and the CONTRACTOR must make arrangements according to Internal Revenue Service directives, for the payment of such tax as may apply.

Island County Interim Health Officer Agreement  
Contract No. HD-01-2021

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

VI. INSURANCE/LIABILITY

- A. The CONTRACTOR shall maintain, during the life of this contract, General Liability in the amount of \$500,000 - \$2,000,000 per occurrence and Aggregate to protect the CONTRACTOR from claims for damage for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR. The costs of such insurance shall be reimbursable by the County and such expenses shall be considered part of the maximum payment discussed in Section 3 above.
- B. Each party shall be responsible for its own liability arising from its respective acts or omissions occurring in the course of performing this agreement. Neither party agrees to assume any liability for the other or defend the other party against any claims against the other party or the liability of third parties arising from the other party's performance of this agreement. Instead, all rights to indemnity and contribution between the parties to this agreement shall be provided by the laws of the State of Washington.

VII. REPORTING

- A. By the 15<sup>th</sup> day following the end of each month, CONTRACTOR shall provide ICPH a report on the previous calendar month's activity. An invoice shall be submitted along with this report.
- B. ICPH shall provide CONTRACTOR with payment of invoiced services within 10 days of receipt of report/invoice.

VII. HIPAA

Standard HIPAA Business Associate Agreement attached as Exhibit A.

VIII. TERMINATION

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

IX. MODIFICATION

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

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

Island County Interim Health Officer Agreement  
Contract No. HD-01-2021

FOR THE CONTRACTOR:

Howard Leibrand  
Howard Leibrand, MD

1-22-21  
Date

FOR ISLAND COUNTY, WASHINGTON

See next page for signature  
Jill Johnson, Chair  
Board of Island County Commissioners

FOR ISLAND COUNTY BOARD OF HEALTH

See next page for signature  
Janet St. Clair, Chair  
Island County Board of Health

## Island County Interim Health Officer Agreement Contract No. HD-01-2021

**FOR THE CONTRACTOR:**

Howard Leibbrand, MD

Date

## FOR ISLAND COUNTY, WASHINGTON

Jill Johnson, Chair Date

## Board of Island County Commissioners

## FOR ISLAND COUNTY BOARD OF HEALTH

2018-01-25 1/25/21

Janet St. Clair, Chair Date

## Island County Board of Health

## Conservation Futures Fund (CFF) Program Citizen's Advisory Board (CAB) Recommendation Overview

### - Executive Summary -

*June 5<sup>th</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 attached here, and which is being recommended to the BOCC by the CFF CAB to be funded in full from CFF monies. 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 and cultural activities. WCLT will likely apply for maintenance and operations (M&amp;O) funds in future application rounds to build this trail and pavilion from CFF in 2025.</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 Resolution C-69-19. Resolution C-69-19 directs the CAB to forward its recommendations to the BOCC.</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 the CAB's recommendation to fully fund the WCLT request without condition for these principal reasons.</p> <ol style="list-style-type: none"> <li>1. The easement provides a connection for residents, students, tribal members, and visitors to extensive natural areas of Pacific Northwest coastal forest and wetland habitat, sustainable agriculture in practice, and scenic viewshed of coastal and marine environments.</li> <li>2. The easement provides future access to people of all age groups and physical abilities with bus and car parking and ADA-compliant trails with a covered shelter.</li> <li>3. Easement acquisition through Conservation Futures Funds (CFF) allows future application for CFF Maintenance &amp; Operation funding to construct and maintain these ADA-compliant amenities.</li> <li>4. Technical reviews of the proposal by Island County Planning and Community Development and the Department of Natural Resources found no issues or adverse impacts of the project as presented.</li> </ol>

	<ul style="list-style-type: none"><li>a. <u>IC Department of Natural Resources (Appendix A)</u>. Review by DNR Watershed Planner, Jessica Reed, found no issues with the written proposal as presented.</li><li>b. <u>IC Planning and Community Development (Appendix B)</u>. Review by Senior Long-Range Planner, John Lanier, found that the proposal will have “no impact on the capacity to accommodate projected housing and employment growth”.</li></ul>
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- a. IC Department of Natural Resources (Appendix A). Review by DNR Watershed Planner, Jessica Reed, found no issues with the written proposal as presented.
- b. IC Planning and Community Development (Appendix B). Review by Senior Long-Range Planner, John Lanier, found that the proposal will have “no impact on the capacity to accommodate projected housing and employment growth”.

To: Board of Island County Commissioners  
From: Kathryn Wells, Chair, Conservation Futures Citizens' Advisory Board  
Date: May 2, 2024  
Subject: 2024 Conservation Futures Fund Grant Recommendation

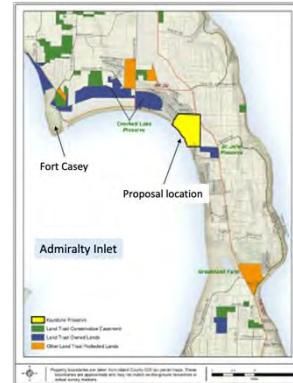
The purpose of the Conservation Futures Fund (CFF) program is to protect, preserve, maintain, enhance, restore, and continue into future existence lands of public conservation importance through a variety of means, except eminent domain. These lands can be acquired and maintained consistent with Revised Code of Washington<sup>1</sup>, Island County Code<sup>2</sup>, and Island County Resolution C-69-19.

This memo contains the recommendation to the Board of Island County Commissioners (BOCC) on CFF acquisition funding for calendar year 2024 by the CFF Citizens Advisory Board (CAB). Brief summaries of Island County departmental reviews are incorporated, and their entire reviews are appendices to this memo.

## EXECUTIVE SUMMARY

For the 2024 funding cycle of the Conservation Futures Fund (CFF) of Island County, a single application was submitted by the Whidbey Camano Land Trust titled "Accessible Trail and Educational Pavilion Easement" for a total amount of \$10,000. The proposal area (yellow area in figure at right) is located in central Whidbey Island within District 1. Requested funding is for the acquisition of an easement at the Keystone Preserve by Island County for:

- One (1) future upland forest trail compliant with the Americans with Disabilities Act (ADA), approximately 0.7 miles in total length and connected to the parking area;
- An ADA-compliant covered shelter with potential future use as an educational pavilion;
- One (1) future ADA-compliant trail at the interface of the upland forest and agricultural use fields; and



<sup>1</sup> Revised Code of Washington, Chapter 84.34: <https://app.leg.wa.gov/RCW/default.aspx?cite=84.34>

<sup>2</sup> Island County Code, Chapter 3.22:

[https://library.municode.com/wa/island\\_county/codes/code\\_of\\_ordinances?nodeId=TITIIREFI\\_CH3.22COFUFU](https://library.municode.com/wa/island_county/codes/code_of_ordinances?nodeId=TITIIREFI_CH3.22COFUFU)  
1

- One (1) future ADA-compliant trail connecting the parking area to the covered shelter and the forest-agricultural use interface.

The CFF's Citizens Advisory Board (CAB) recommends fully funding the request without conditions for these principal reasons.

1. The easement provides a connection for residents, students, tribal members, and visitors to extensive natural areas of Pacific Northwest coastal forest and wetland habitat, sustainable agriculture in practice, and scenic viewshed of coastal and marine environments.
2. The easement provides future access to people of all age groups and physical abilities with bus and car parking and ADA-compliant trails with a covered shelter.
3. Easement acquisition through Conservation Futures Funds (CFF) allows future application for CFF Maintenance & Operation funding to construct and maintain these ADA-compliant amenities.
4. Technical reviews of the proposal by Island County Planning and Community Development and the Department of Natural Resources found no issues or adverse impacts of the project as presented.
  - a. IC Department of Natural Resources (Appendix A). Review by DNR Watershed Planner, Jessica Reed, found no issues with the written proposal as presented.
  - b. IC Planning and Community Development (Appendix B). Review by Senior Long Range Planner, John Lanier, found that the proposal will have “no impact on the capacity to accommodate projected housing and employment growth”.

#### Summary of proposed project

Proponent	Acquisition type	Short description	Total requested	CAB recommendation
Whidbey Camano Land Trust (WCLT)	Easement (WCLT to Island County)	Future ADA trails, parking area, and educational shelter	\$10,000	Yes

# Proposal Summary and Evaluation Criteria

Proposal Summary: "Accessible Trail and Educational Pavilion Easement" (Whidbey Camano Land Trust)

This proposal summary represents information contained in the submitted written proposal, obtained by CAB members during the site visit, and included as part of the public presentation of the proposal.

In 2022, the Whidbey Camano Land Trust (WCLT) completed acquisition of >160 acres of coastal forest, 51 acres of coastal farmland, and 3,500 feet of feeder bluff shoreline and tidelands in Central Whidbey (District 1) at an investment of \$9.088 million. This acquisition, known as the Keystone Preserve, contains both mature (100-year-old) and successional forests, natural wetlands, prairie, existing farmland, and open bay shoreline. WCLT plans to manage this high diversity of habitats for conservation, sustainability, and climate resilience. This management approach and its results can be shared through public access infrastructure, such as trails.

Existing public access infrastructure includes a driveway from Highway 525, and funding has been secured to expand the driveway to two lanes and to install a parking area capable of accommodating up to thirty (30) cars and four (4) buses. Adding up to four (4) ADA-compliant trails and a covered shelter ("educational pavilion") would greatly expand public accessibility to Keystone Preserve (Figure 1). This CFF proposal requests \$10,000 for an easement from WCLT to Island County for these future ADA trails and covered shelter. The easement acquisition will allow trail and shelter planning to be eligible for CFF Maintenance and Operation funding, either by Island County or by WCLT in partnership with Island County.

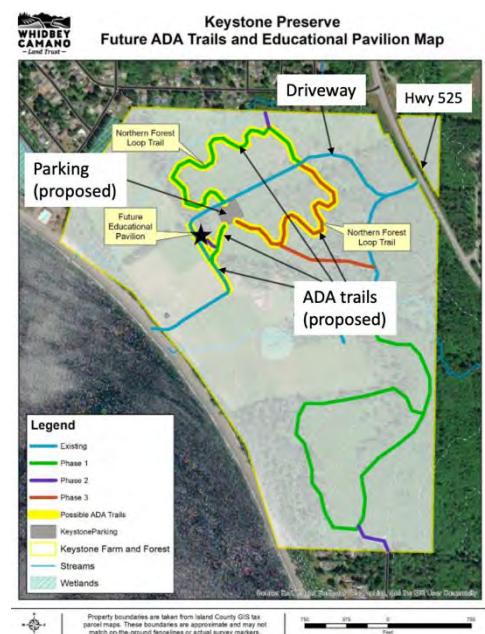


Figure 1. Proposal site map

## Proposal Strengths

1. Keystone Preserve is already owned and managed. This proposal leverages the existing investment in acquiring Keystone Preserve and the strategic planning for management by a conservation organization with experienced staff. WCLT envisions Keystone Preserve as a focus for publicly accessible research, education, low-impact recreation, restoration experience and tourism, regenerative agriculture, and tribal cultural access for heritage preservation and

education. The high diversity of habitats in Keystone Preserve supports a high likelihood of achieving those objectives.

2. Keystone Preserve needs infrastructure for public access. WCLT is already financially committed to certain access improvements (i.e., widening the driveway, building a parking lot). But infrastructure to allow members of the public with mobility challenges to experience multiple aspects of the Preserve are needed and are not yet funded. An easement acquisition by Island County for trails and a covered shelter that are ADA compliant would permit eligibility for CFF Maintenance and Operation funding by either Island County or organization partnering with Island County. This easement would help ensure that ADA amenities, which are relatively rare in Island County's natural areas, are built and maintained in perpetuity.

3. WCLT has multiple conservation and education partners for effective outreach, stewardship, and education. WCLT has engaged a network of organizations and agencies at local, state, tribal, and national levels to manage resources at Keystone Preserve and to engage in outreach and education. This strong local social infrastructure provides several opportunities and benefits.

- An interface between sustainable agriculture and the public through intent to lease 35 acres to the Organic Farm School.
- Partnerships with schools and a parking lot that can hold up to 4 buses ensures capacity for outdoor learning experiences for children.
- Involvement of local environmental groups, such as Sound Water Stewards and Whidbey Audubon, to provide biological inventories, monitoring capabilities, and volunteer workforce as well an informed public awareness.
- Interactions with multiple Coast Salish tribes to conduct cultural activities and educate the public on tribally significant features of the Preserve through interpretive signage and potential educational opportunities with Coast Salish Peoples.
- Involvement of local accessibility group that are eager to help design and test the ADA amenities.

#### Proposal Weaknesses and Uncertainties

1. ADA access does not include routine public transit (i.e., Island Transit). Routine public transit access is only from Highway 525, and this is not likely to change in the future. Transit riders will need to walk or cycle from the highway to the parking lot. However, paratransit (which is ADA compliant) will be able to transport passengers to and from the Preserve's parking lot.

2. Open access to the beach area will not be possible from the parking lot or ADA trails. The existing descent from the trail area to the beach is too steep for ADA compliance. However, WCLT staff indicate that requests for access can be considered on an individual case basis. Access for tribal members with limited mobility for cultural activities will be provided.

3. ADA-compliant trails. WCLT is proceeding with planning for the ADA trails, but it is not part of this proposal. Nonetheless, the easement is a necessary component for any organization proposing to obtain funding and do the work at this location.

#### Summary of Island County Reviews

IC Department of Natural Resources (Appendix A). Review by DNR Watershed Planner, Jessica Reed, found no issues with the written proposal as presented.

IC Planning and Community Development (Appendix B). Review by Senior Long Range Planner, John Lanier, found that the proposal will have “no impact on the capacity to accommodate projected housing and employment growth”.

#### Summary of Evaluation Criteria and Citizen Advisory Board (CAB) Assessment

The following table contains a summary of the proposal's alignment with the evaluation criteria and the CAB's assessment.

Evaluation criterion	Proposal description	CAB assessment
Conservation values and resources	Easement is within the Keystone Preserve, encompassing 164 acres of coastal forest (mature 100-year-old and successional), 50 acres of open fields (prairie), natural wetlands, feeder bluffs, and 3,500 ft natural shoreline.	Large, high-quality habitat is already under stewardship of proponent which ensures long term conservation of native vegetation and wildlife corridors.  Commitment to preserving agricultural fields, stream vegetation restoration, removal of bluff buildings, and removal of hard armoring.
	Approximately 35 acres of former farmland to be managed for regenerative agricultural practices to build soil health and carbon sequestration capacity and to encourage local food security through a partnership with the Organic Farm School of Whidbey Island.	Support for local agriculture by retaining and updating farming practices for climate resilience and encouraging local food supply.  Strong potential for education and tourism around regenerative agriculture.
	Keystone Preserve is within indigenous lands of at least 7 Coast Salish tribes, and collaborative planning with these tribes for cultural uses.	Potential for tribal engagement in Preserve management and for broader education around the Coast Salish people.

Appropriate public use and enjoyment	<p>WCLT approached by schools, tribes, and local organizations for field trips.</p> <p>Structure and layout of the Preserve is already suitable for outdoor education and demonstration sites for research, training, cultural activities, and tourism.</p>	<p>Diversity of habitats and land uses provides an unusual local opportunity to for the public to observe, learn, and practice modern methods in natural habitat conservation, cultural preservation, and regenerative agriculture.</p>
	<p>Easement for trails will allow access to the wide mixture of habitats on the Preserve.</p>	<p>Easement allows the necessary physical access to natural woodlands, wetlands, and scenic viewshed of Admiralty Inlet.</p> <p>Easement does not allow physical access to shoreline.</p>
	<p>Public access will be limited to low impact recreational uses to minimize effects on habitat with ADA compliance.</p>	<p>Easement use is consistent with habitat conservation goals of the Preserve.</p> <p>Bicycle and horse access limited to the driveway and parking area, and dogs must be leashed.</p>
Plan consistency and partnerships	<p>Proposal is consistent with IC Comprehensive Plan Natural Resources element (goals 1-4, 7-8, 10-14); Shoreline Management element (goals B, D, E, F,G); Parks and Recreation element (goals 1-4, 8-9); Parks and Recreation element (Beach and Trail Access and needs, 7.4.4.1.2, 7.4.4.2)</p>	<p>High alignment with the existing Comprehensive Plan. (Relevant excerpts from 2016 Comprehensive Plan in Appendix C)</p>
	<p>Explicit project support from 5 local organizations, 3 state-level government agencies, and 3 national-level agencies and organizations. Extensive interactions with Island County government, tribal governments, and local accessibility groups. Focus groups with neighbors, public use groups,</p>	<p>Consultations with relevant, multijurisdictional groups, and positive support for proposal.</p> <p>Extensive outreach to neighbors, who are regularly updated on Preserve activities.</p>

	educators, and natural resource experts, and all groups provided positive feedback.	Local accessibility groups ready to help design and test the trails.
Potential for loss	Funding for driveway improvements and parking area already obtained, and multiple restoration projects are underway, making construction of trails and shelter in 2025-2026 timely.	Easement is initial time-critical step in planning public access infrastructure and in obtaining funding in 2025 grant cycle for construction.
Assessment of stewardship viability	A management plan for Keystone Preserve scheduled for completion in May 2024.	Public accessibility is an early and well conceived aspect of a complex management plan.
	Principal risks from proposal are spread of invasive species and inadvertent impacts through public use.	WCLT has a robust volunteer site steward program to manage these risks.
	On-going costs for public access managed through WCLT staff and large number of volunteers.	Future trail maintenance and management of invasive species anticipated to rely on demonstrated volunteer efforts.
Financial strategies	Easement acquisition qualifies the property for access to CFF Maintenance and Operation funding.	Keystone Preserve is a \$9 million acquisition, but did not involve CFF funding. This easement acquisition allows trail and shelter construction to become eligible for CFF M&O funding.
	Management of future costs, liability, and risk is conducted by staff and volunteers, and actions are underwritten by insurance coverage, legal defense funds, and stewardship reserves.	WCLT has experienced staff, well developed relationships with volunteers in non-governmental organizations, and established financial infrastructure for cost and liability management.

## Timeline of CAB Activities

Date(s)	CAB action	Participating members
02/29/2024	Receipt of application, distribution by email	All members
03/07/2024	Preliminary oral discussions (monthly public meeting)	All members
03/29/2024	Site visit at Keystone Preserve with WCLT staff (Jessica Larson, Lauren McCaskill, Ryan Elting)	Susan Bennett, Todd Peterson, Linda Rhodes, Kelly Webb, Kathryn Wells
04/02/2024	Preliminary presentation of application to BOCC	Kelly Webb, Jennifer Schmitz
04/04/2024	Public presentation by WCLT staff (Jessica Larson, Lauren McCaskill, Kurt Schlimme)	All members
05/02/2024	Oral discussions on proposal, recommendation vote, and recommendation to BOCC (monthly public meeting)	All members

## **Appendices:**

**Appendix A:** IC Department of Natural Resources Review

**Appendix B:** IC Planning and Community Development Review

**Appendix C:** Excerpts from 2016 Island County Comprehensive Plan relevant to this application

## Appendix A



### ISLAND COUNTY PUBLIC HEALTH

#### Division of Natural Resources

1 NE 7<sup>th</sup> St  
Coupeville, WA 98239  
P: 360.679.7350 F: 360.679.7390

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TO: Kelly Webb, Conservation Futures Fund Coordinator  
FROM: Jessica Reed, Watershed Planner  
DATE: April 8, 2024  
SUBJECT: 2024 Conservation Futures Fund Project Technical Evaluation

#### Summary

The Island County Conservation Futures Fund, governed by Island County Code **Chapter 3.22, is a special fund created in the County Treasurer's office for the purpose of acquiring rights and interests in open space land, farm and agricultural land, and timberland. According to RCW 84.34.200, in order to avoid loss of "open areas and spaces" that could have significant public value, public funds are allowed to be used for the purposes of acquisition "of interests or rights in real property," so that they may "continue to contribute to the welfare and well-being of the citizens of the state as a whole."** The project and the subsequent evaluation by Natural Resources is outlined below.

#### Proposed 2024

#### 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.

Parcels included in project: 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

Comments:

The above-mentioned parcels are located on the west side of central Whidbey Island, in Island County Salmon Priority Area 3. This area is important for returning salmon populations as they make their way back to nearby river systems. Although ICGeo Maps shows multiple stream paths, on site there is only one waterway that terminates into an agricultural pond. Plans for this waterway include rehabilitating the stream connection between the pond and the Puget Sound, and the removal of the hard armoring on the beach where the stream would terminate. In areas where water seems to naturally collect and may form wetlands, the proposed ADA trail would avoid those areas completely to avoid disturbance and allow the natural formation to occur. Additionally, environmental outreach and education opportunities exist on these parcels, and the creation of an ADA trail would provide equitable access for all persons to benefit from these opportunities. Island County Natural Resources sees no issue with this proposal as presented.



### ISLAND COUNTY PLANNING & COMMUNITY DEVELOPMENT

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>

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TO: Board of Island County Commissioners

FROM: John Lanier, Senior Long Range Planner

DATE: April 19, 2024

SUBJECT: 2024 Conservation Futures Fund – Capacity Analysis

#### Summary

The Island County Conservation Futures Fund, governed by Island County Code Chapter 3.22, is a special fund created in the County Treasurer's office for the purpose of acquiring rights and interests in open space land, farm and agricultural land, and timberland. RCW 84.34.230 states that for Conservation Futures Fund proposals "the County must determine if the rights or interests in real property acquired with these funds would reduce the capacity of land suitable for development necessary to accommodate the allocated housing and employment growth, as adopted in the countywide planning policies." If a project were to reduce the capacity, the applicable jurisdiction must "adopt reasonable measures to increase the capacity lost." Island County Planning and Community Development reviewed the 2024 Conservation Futures Fund proposal to determine if the project reduced land capacity intended to accommodate projected housing and employment growth. The project was determined to have no impact on the capacity to accommodate projected housing and employment growth. For a more detailed explanation, see the project summary below.

#### Proposed 2024 Conservation Easement Acquisition

##### Keystone Preserve – Accessible Trail and Education Pavilion - \$10,000

The Whidbey Camano Land Trust proposes to place an Accessible Trail and Educational Pavilion Easement on the Keystone Preserve. This proposal would 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.

The preserve is comprised of twenty-three parcels as found in Attachment A. These parcels total  $216\pm$  acres, adding to the  $50\pm$  acres of open fields and  $160\pm$  acres of forest.

Keystone Preserve contains wetlands, as well as both fish and non-fish streams, and steep slopes. These critical areas provide habitat to many species. The Whidbey Camano Land Trust plans to have its office on the property along with the infrastructure needed to offer the public a wide variety of educational and recreational opportunities. Partnerships with a number of local and regional organizations will be pursued. The overall loss of one residence (planned to be removed by the Whidbey Camano Land Trust) will offset by a net gain in employment growth. The educational and tourism activities will create more jobs than agriculture alone.

According to the 2016 Island County Comprehensive Plan, all parcels involved are designated as "Rural Lands" by Island County.

Island County's Central Whidbey Rural Lands had a housing capacity in 2016 (the last year for which the county has accurate data) of 1,775 total housing units, with a projected need of 347 more units by 2036. Ten out of the twenty-three parcels in the Keystone Preserve have existing conservation easements prohibiting construction of any structures or improvements. This project would not reduce the potential capacity within the Central Whidbey Rural Lands as the trail easement will not in and of itself eliminate the potential for housing, therefore the Keystone Preserve proposal maintains compliance with the 2016 Comprehensive Plan.

This proposal will help provide access to view areas and open space in the greater Coupeville Area.

The creation of this easement will not affect capacity to accommodate projected housing and employment growth within Island County and will not trigger a threshold for further action. Furthermore, this action will help create passive recreation activities for those citizens and visitors experiencing mobility challenges.

## Conclusion

Island County Planning and Community Development has reviewed this project as required by RCW 84.34.240(3) and has found that the proposal is consistent with the 2016 Island County Comprehensive Plan. The project will have minimal impacts that will not reduce the capacity of land suitable for development necessary to accommodate the allocated housing and employment growth, as adopted in the countywide planning policies. Therefore, Island County Planning and Community Development has no objection to this Conservation Futures Fund acquisition.

## Exhibits

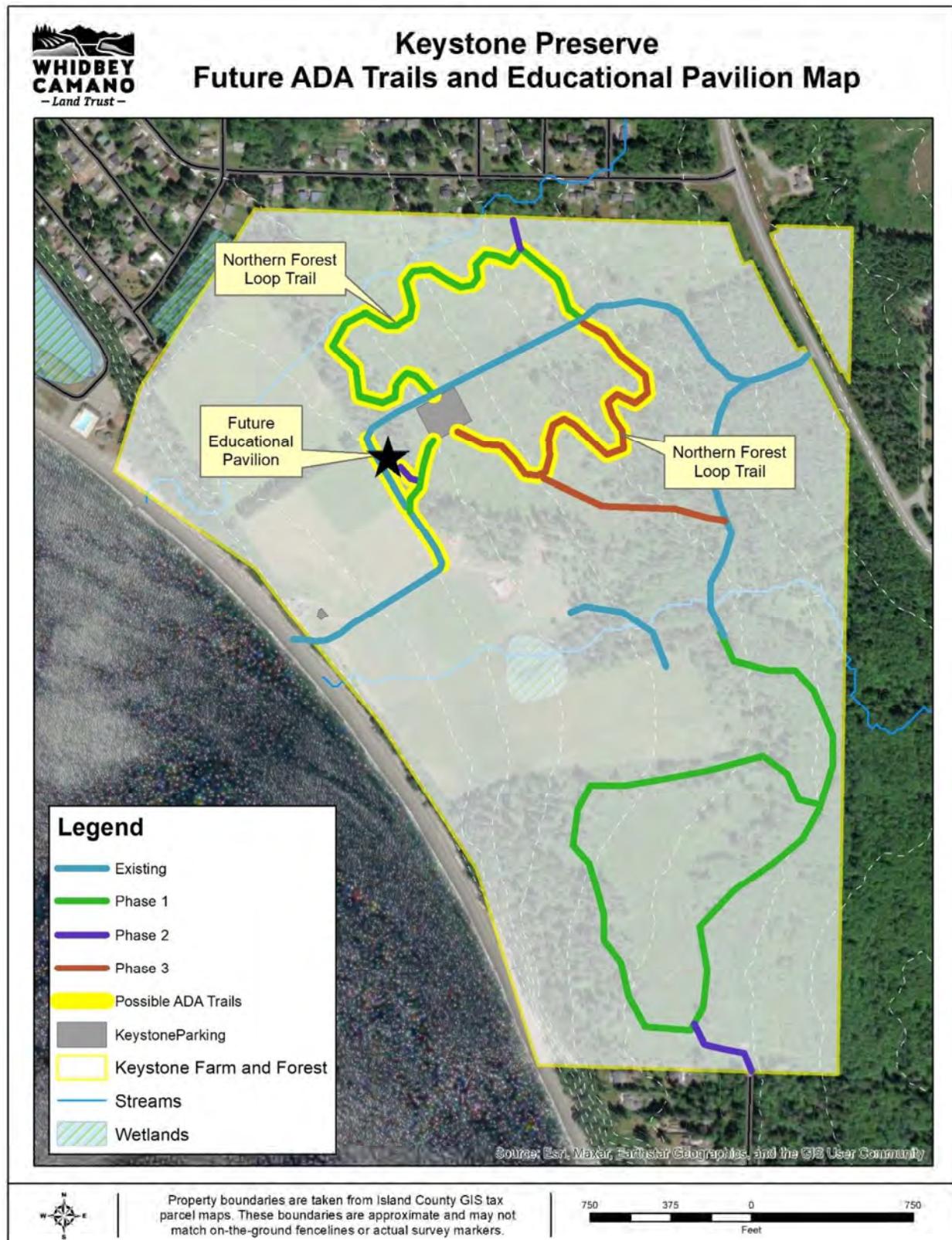
Exhibit A: Zoning and Tax Parcel Map

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

## Exhibit A: Zoning and Tax Parcel Map



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



**Appendix C Relevant Excerpts from the  
ISLAND COUNTY 2016 COMPREHENSIVE PLAN**

**NATURAL RESOURCES, ELEMENT 6**

**6.6 GOALS AND POLICIES**

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 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.

**SHORELINE ELEMENT 3 (SHORELINE MASTER PROGRAM)**

**CHAPTER II SHORELINE GOALS AND POLICIES**

**B. Recreation and Public Access Goal**

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.

**D. Shoreline Use Goal**

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.

**E. Historic and Cultural Goal**

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

**F. Conservation Goal**

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

**G. Restoration Goal**

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.

**Parks, Element 7**

**7.6 PARKS AND RECREATION GOALS**

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.

**7.4 HABITAT CONSERVATION AND RECREATION NEEDS**

#### 7.4.4.1.2 Beach Access

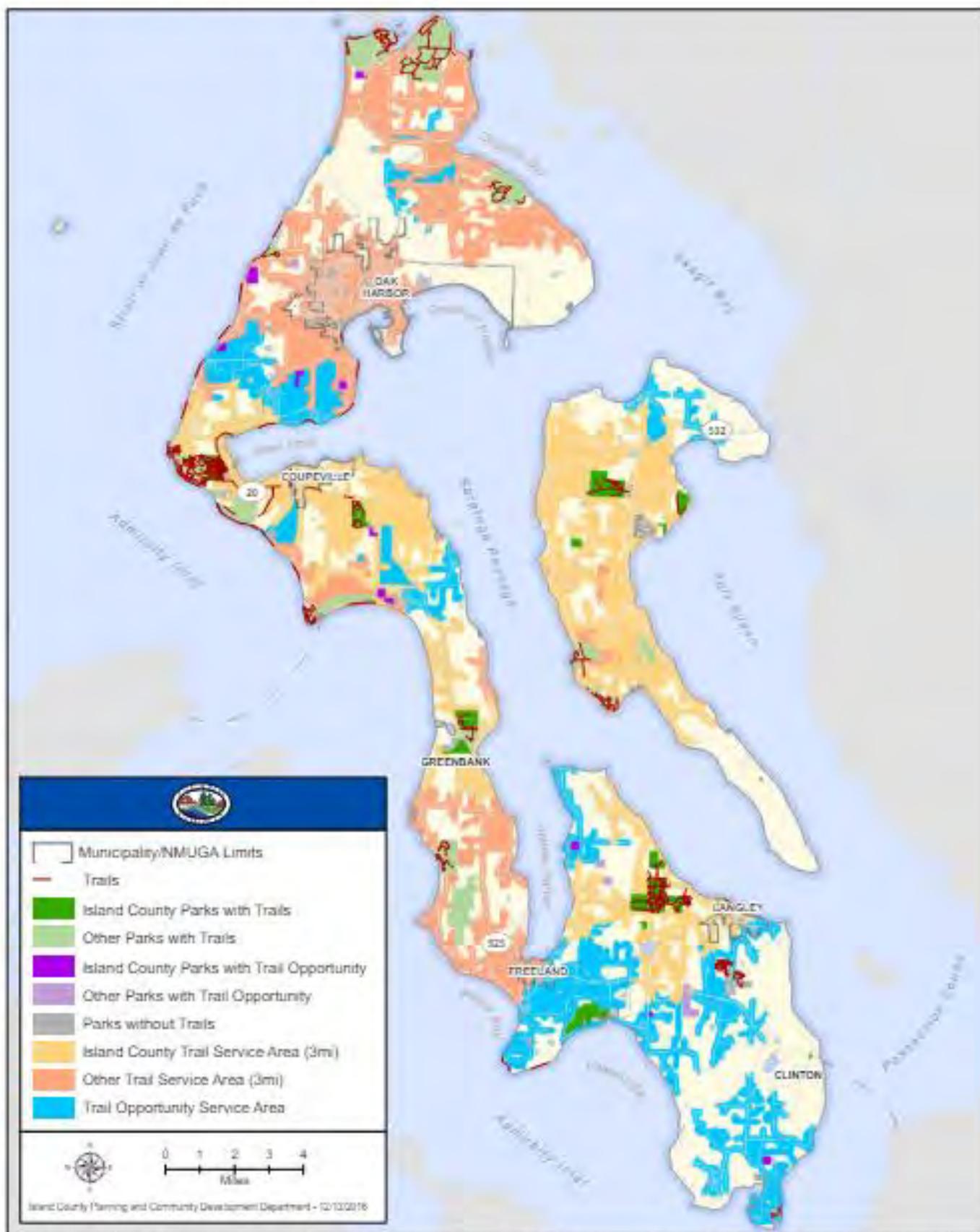
Community members indicated that public water access is desired. More than just a road end, boat ramp, or viewpoint, residents want places where they can touch the water and engage in beachfront recreation activities, such as boating, clamping, fishing, beach strolling, wading, etc. For analysis purposes, beach access was defined as a waterfront site at least one acre in size to allow space for activities.

#### 7.4.4.2 Trail Access and Needs

As noted in the park and habitat inventory (Table 7-2), Island County provides unpaved, soft surfaced trails at 15 sites. While most of these sites are larger parks and habitat conservation areas, sites with trails range in size from 0.3 acres (Hidden Trail Camano View) to nearly 600 acres (Putney Woods). Several sites managed by other agencies also provide trail opportunities, including State Parks, National Parks, and to a lesser extent, habitat areas supported by the cities, town, ports, and recreation districts. The County is currently working on updating the Non-Motorized Trail Plan which will continue to update trail inventory and needs. Map 7M illustrates trail access and service areas (following the road network), where residents can engage in a one-mile walk in nature. Given this threshold, shorter trail segments, trails at sites too small to incorporate a one-mile trail, and trails in highly developed parks or transportation corridors were excluded from the analysis. As shown on the map, service areas around Island County sites with qualifying trails are shaded in pale orange. However, other jurisdictions also help meet trail needs (for a one-mile walk in nature). Service areas around other provider's sites with qualifying trails are shaded in pale yellow. White areas on the map indicate gaps in service, or areas where opportunities for trails should be considered.

*(See Map 7M on next page)*

## MAP 7M. Trail Access Opportunities



This map is intended as a general overview of Island County's trail resources. It is not a detailed map and should not be used for precise measurements or calculations. Users of this map are solely responsible for its use and agree to hold Island County harmless for liability resulting from its use or loss of this information. This map is provided by the Island County Planning and Community Development Department.

## 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 though 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-Moran creek 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-Oxyaquaic 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
- Washinton 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.**

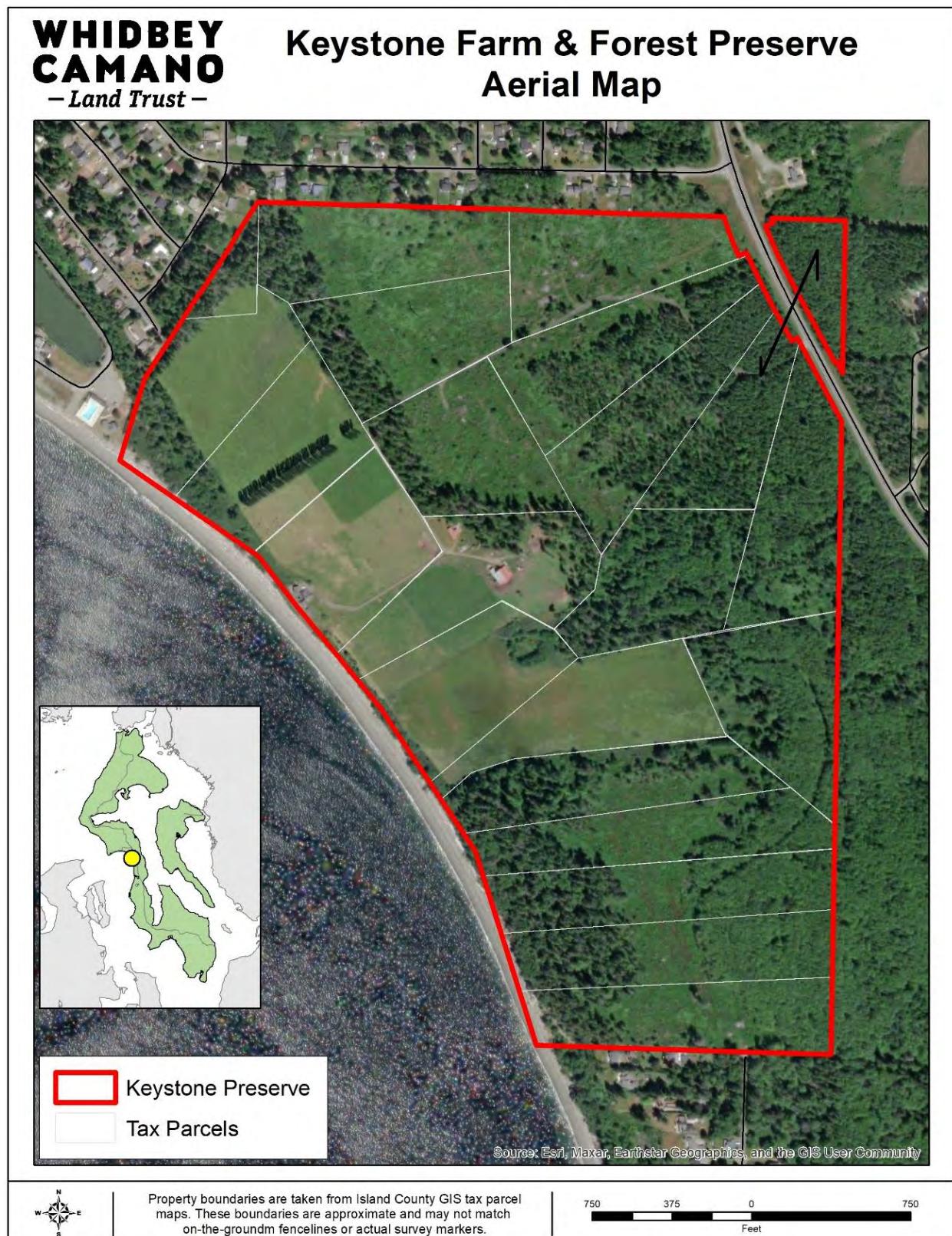
### **1. Acquisition cost efficiencies and financial strategy (including matching contributions) to leverage use of funds:**

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

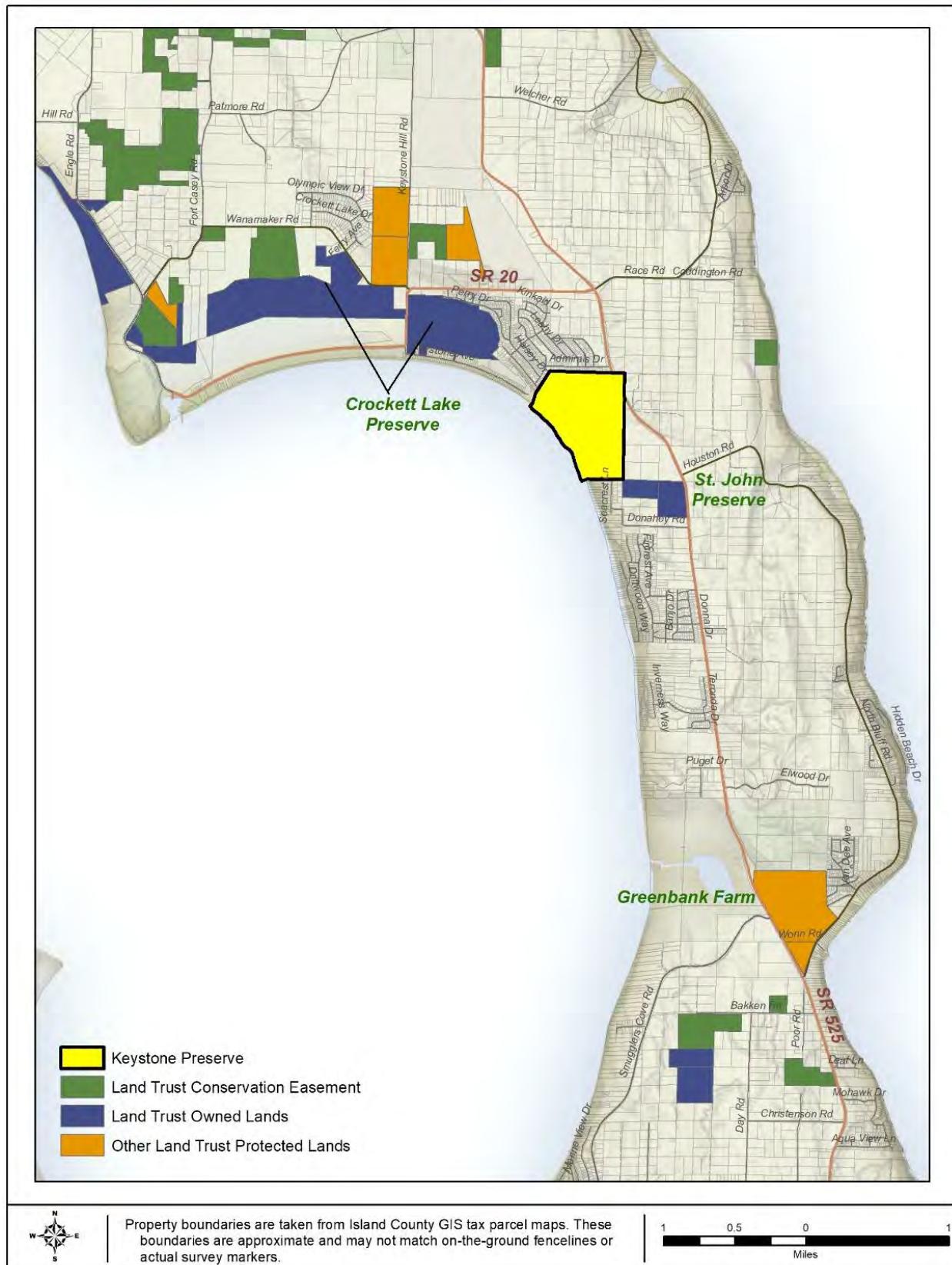
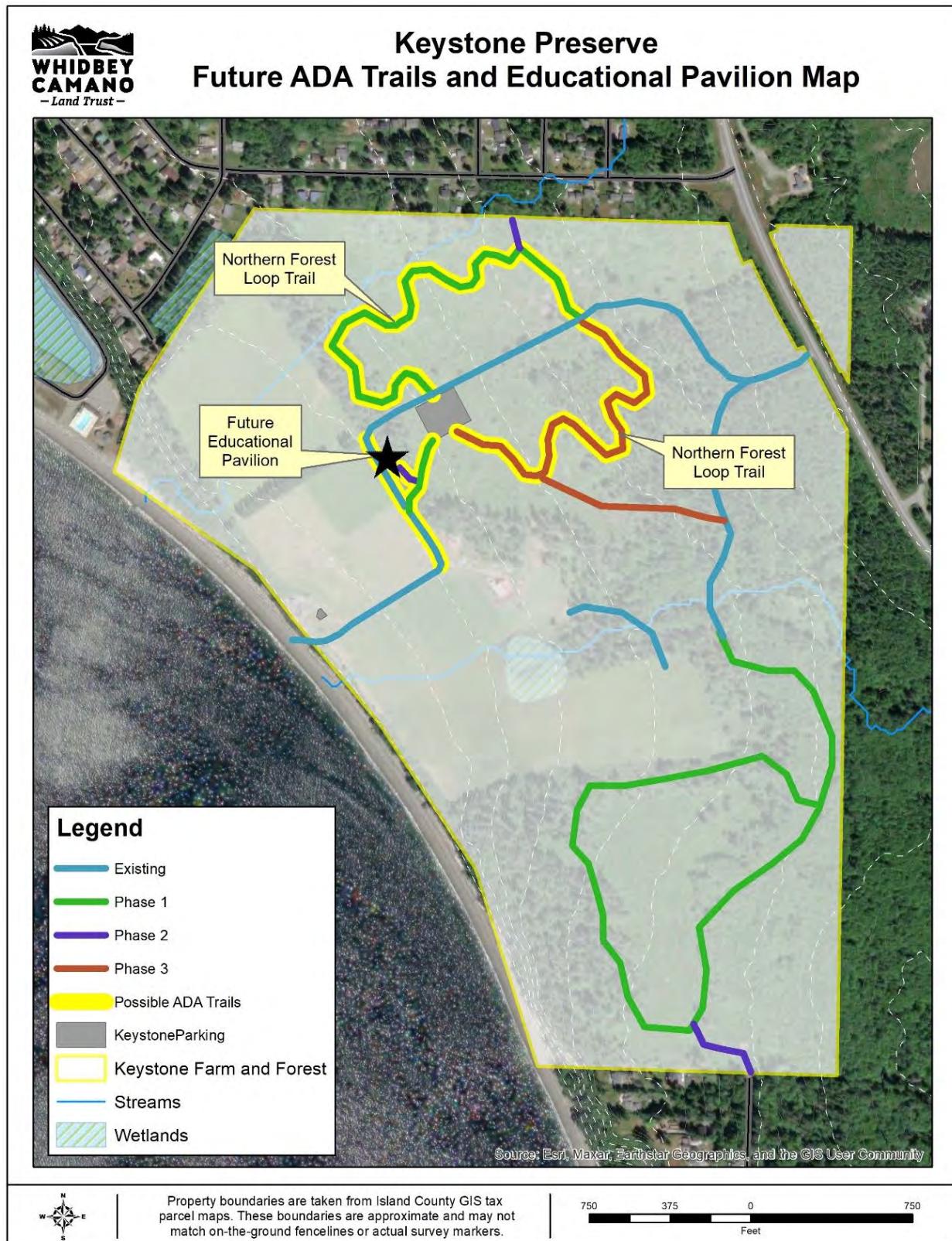


Exhibit B: Keystone Preserve Future ADA Trails and Educational Pavilion Map



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF REVISING PROCEDURES FOR THE  
ISLAND COUNTY CONSERVATION FUTURES PROGRAM

) RESOLUTION C-09-19  
)  
)

**WHEREAS**, the Board of Island County Commissioners established the Conservation Futures Fund to be used solely for the purpose of acquiring rights and interests in open space land, farm and agricultural land, and timberland as provided in RCW 84.34.210 and 84.34.220 and for the maintenance and operation of any property that has been acquired with these funds; and

**WHEREAS**, the Board of County Commissioners established the Conservation Futures Program to coordinate and evaluate applications for funding from the Conservation Futures Fund; and

**WHEREAS**, the Board of County Commissioners adopted by resolution procedures for the Conservation Futures Program (C-03-18); and

**WHEREAS**, the Board of County Commissioners has identified further improvements to the Conservation Futures Program to increase the program's effectiveness; and

**WHEREAS**, the Board of County Commissioners wishes to revise procedures for the operation of the Conservation Futures Program; **NOW, THEREFORE**,

**BE IT HEREBY RESOLVED** by the Board of County Commissioners as follows:

1. Resolution C-03-18 is superseded by this resolution.
2. Exhibit A is adopted as the Island County Conservation Futures Program Procedures and evaluation criteria.

ADOPTED August 27, 2019.

BOARD OF COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

ATTEST:



Debbie Thompson  
Debbie Thompson, Clerk of the Board

Jill Johnson  
Jill Johnson, Chair

Janet St. Clair  
Janet St. Clair, Member

Helen Price Johnson  
Helen Price Johnson, Member

**Exhibit A**  
**Conservation Futures Program Resolution C-19-19**  
**Island County Conservation Futures Program Procedures**

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.

The Washington State Legislature first granted the authority for a Conservation Futures tax levy in 1971 when RCW 84.34 was enacted and later amended in 1988. RCW 84.34.200 declares that the acquisition of interests or rights in real property for the preservation of open spaces and areas constitutes a public purpose for which public funds may properly be expended or advanced. RCW 84.34.230 declares the county may levy any amount not to exceed 6.25-cents per \$1000 of assessed value of all taxable property within the county for the Conservation Futures Fund.

**RCW 84.34.230 Acquisition of open space, etc., land or rights to future development by certain entities — Additional property tax levy authorized.**

Conservation futures are a useful tool for counties to preserve lands of public interest for future generations. Counties are encouraged to use some conservation futures as one tool for salmon preservation purposes. For the purpose of acquiring conservation futures and other rights and interests in real property pursuant to RCW 84.34.210 and 84.34.220, and for maintaining and operating any property acquired with these funds, a county may levy an amount not to exceed six and one-quarter cents per thousand dollars of assessed valuation against the assessed valuation of all taxable property within the county. The limitations in RCW 84.52.043 shall not apply to the tax levy authorized in this section. Any rights or interests in real property acquired under this section after July 24, 2005, must be located within the assessing county. Further, the county must determine if the rights or interests in real property acquired with these funds would reduce the capacity of land suitable for development necessary to accommodate the allocated housing and employment growth, as adopted in the countywide planning policies. When actions are taken that reduce capacity to accommodate planned growth, the jurisdiction shall adopt reasonable measures to increase the capacity lost by such actions.

The Legislature found that Conservation Futures Funds are a useful tool for counties to preserve land of public interest for future generations and are encouraged to use some conservation futures as one tool for salmon preservation purposes. The Legislature also declared that up to twenty five percent of the Conservation Futures Fund may be used for the maintenance and operation of any property acquired with Conservation Futures Funds.

In 1992 Island County established its Conservation Futures levy and program. Island County's Comprehensive Plan identifies that unique or distinctive lands may be preserved in recognition of the irreplaceable character of such resources and of their importance to the quality of life of residents and visitors to Island County. The Conservation Futures Program is an important source of funding to achieve those goals.

Organizations located within Island County eligible to apply for Conservation Futures Funds are Island County government, cities, town, special purpose districts, non-profit nature conservancy organizations (as defined in RCW 84.34.250), and non-profit historic preservation organizations (as defined in RCW 64.04.130).

## **FINDINGS AND DECLARATION OF PURPOSE**

The acquisition of property interest as provided by this Resolution and ICC Chapter 3.22 is in the public interest and constitutes a public purpose of Island County. It is the purpose of this Resolution, together with ICC Chapter 3.22, to implement Chapter 84.34 RCW as it relates to Conservation Futures.

It is further the purpose of the Island County Conservation Futures Program to acquire from willing sellers by purchase, gift, grant, bequest, devise, lease, or otherwise, except by eminent domain, the fee simple or any lesser property interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve, restore, or limit the future use of, or otherwise conserve selected open space, wetlands, habitat areas, farm, agricultural, and timber lands for the public use and enjoyment and as one tool for salmon preservation purposes.

## **MANAGEMENT AND COORDINATION OF THE CONSERVATION FUTURES PROGRAM**

The management and coordination of the Conservation Futures Program will be assigned by the Board of County Commissioners to the appropriate County department.

**Property Acquisition Costs.** Appropriate and reasonable property acquisition costs or a portion thereof may be paid by the Island County Conservation Futures Fund.

- Applicants may be reimbursed for a portion of property acquisition costs related to surveys, appraisals, closing costs, environmental assessments, and management plans as budgeted parts of their proposed project submission.
- Projects seeking funding to acquire real property interests shall include the creation and adoption of a management plan, if one does not already exist.

**Maintenance and Operation Funding.** Organizations owning real property purchased with Conservation Futures Funds in Island County may apply as part of the Cycle for funds to maintain and operate properties purchased with Conservation Futures Funds. Appropriate property maintenance and operations costs or a portion thereof may be paid by the Island County Conservation Futures Fund.

- The annual allocation for maintenance and operation purposes is limited up to twenty five percent (25%) of the total amount collected from the tax levied under ICC 3.22.020 in the preceding calendar year.
- Conservation Futures funds for maintenance and operation may not be used to supplant existing maintenance and operation funding for the property.
- An allocation for maintenance and operation may fund up to two (2) years activity.

## **ESTABLISHMENT OF THE CONSERVATION FUTURES PROGRAM CITIZENS' ADVISORY BOARD**

To ensure the properties purchased with Conservation Futures tax dollars are used in the best possible manner, the Conservation Futures Program Citizen's Advisory Board ("CAB") is created by the Board of County Commissioners to evaluate and make recommendations on project applications. The Board of County Commissioners shall make all appointments to the committee consistent with the following guidelines.

- The CAB is composed of nine (9) voting members that represent conservation and community planning expertise and technical knowledge. Within the nine (9) voting members, there shall be two (2) members representing each commissioner district and three (3) members representing the county at large.
- Terms for CAB members will be three (3) years. Membership shall be staggered so that one-third of the member's appointments expires each year. Committee members may be re-

appointed but shall serve no longer than three terms consecutively. Appointments shall run from January 1 to December 31 three years later.

- CAB members may be removed by a majority of the Commissioners for good cause.
- Membership of the CAB shall be unpaid. Expenses may be reimbursed consistent with Island County policy.
- Technical, non-voting members of the CAB may be appointed for any application cycle by the Board of County Commissioners in order to provide subject matter expertise or special knowledge or experience that would be beneficial in evaluating applications to the Program during a specific application cycle.
- A quorum of the CAB for the purposes of conducting business shall be a majority of the currently appointed CAB members. If a quorum of the CAB is established at any given meeting, any action taken by a majority or more members at that given meeting shall constitute an advisory recommendation by the CAB to the Board of County Commissioners.
- The members of the CAB shall select a Chair, and a Vice Chair at their first meeting of any application cycle to serve until the end of the application cycle. If neither the Chair nor Vice Chair is able to attend any individual meeting of the CAB, the members present shall select an alternate Chair for that meeting only.
- Each voting member of the CAB shall have one (1) vote on any matter duly before the CAB

**Conflict of Interest.** Any CAB member employed by or serving as a current board member of an applicant organization that has applied for funding in either the M&O or acquisition category(ies), shall recuse herself or himself from the CAB evaluation of that category(ies). No Commissioner, CAB member or county employee shall directly or indirectly benefit from or have an ownership or financial interest in any real property acquired or in any way funded by the Program.

**Meetings and Records.** The Program shall reflect Island County's commitment to open and transparent governance. CAB meetings (with the exception of site visits) shall be open to the public and conducted as if subject to the Open Public Meetings Act, Chapter 42.30 RCW.

- Public notice for any CAB meeting to hear applicant presentations shall be in the form of a press release (including date and time of such meeting) sent to local newspapers of general circulation in Island County.
- All records of the CAB unless specifically exempted by State Law, shall be public documents and shall be made available to the public upon request.

**Duties of the Conservation Futures Program Citizens' Advisory Board (CAB).** To guide and direct the CAB, the Commissioners assign the following duties to the CAB:

- In each application cycle, the CAB shall hold at least one(1) public meeting to review acquisition applications to the Program and hear applicant presentations,
- More than one public meeting may be needed to consider complex applications or to take public input in meetings on both Whidbey Island and Camano Island when appropriate.
- When making recommendations to the Board of County Commissioners, the CAB should provide, at a minimum, the following:
  - 1) Written findings and conclusions as to how the CAB's recommendations satisfy the CFF evaluation criteria approved by the Commissioners.
  - 2) Minutes of the proceedings before the CAB.
  - 3) The CAB's vote on all matters.
  - 4) Any other concerns of the CAB which it desires to be considered by the Commissioners.

## APPLICATION EVALUATION CRITERIA

Evaluation criteria are a tool to determine which projects best support the preservation and conservation goals of the County. The evaluation criteria will be applied to all applications in a similar manner. All acquisition applications will be reviewed by the CAB using specific, detailed, and consistent evaluation criteria as adopted by resolution of the Board of County Commissioners.

Evaluation criteria shall remain in effect until amended or superseded by subsequent resolution adopted by the Board of County Commissioners.

At least every five (5) years, the Board of County Commissioners shall review and amend, if needed, the Program procedures and evaluation criteria. The review process shall be determined by the Board.

## CONSERVATION FUTURES FUND ANNUAL APPLICATION PROCESS

**Applications.** Island County utilizes a standard process for soliciting and evaluating applications for proposed projects.

- All applications shall, at a minimum, be made in accordance with the application materials provided by the program and set forth how the proposal satisfies the evaluation criteria.
- The Commissioners may accept an out-of-cycle application at their own discretion and designate the timeline to process such an application. Out-of-cycle applications may be evaluated by the CAB, Planning Department, and Natural Resources Department in a manner similar to the regular evaluation process or other process as determined by the Commissioners.

**Application Evaluation Process.** Each year that the Commissioners accept applications to the Program, the Annual Application Cycle ("Cycle") shall be:

- The County shall provide written notice to eligible organizations within Island County, no later than January 15, that applications may be submitted to Island County.
- In January, a press release will be sent to local newspapers of general circulation in Island County providing information on the Island County Conservation Futures Program and annual application cycle.
- The application deadline shall be at the close of the business day, February 28. If February 28 falls on a weekend, the application deadline shall be the close of business on the Monday following February 28.
- During the month of March, submitted applications will be:
  1. Reviewed for completeness by the Program Manager. The Program Manager may require applicants to provide additional information, to clarify the application, prior to the application being submitted to the CAB.
  2. Submitted to Island County Planning Department for its review of the proposed acquisition of rights or interest in real property to determine, as required by RCW 84.34.230, whether the acquisition would reduce the capacity of land suitable for development necessary to accommodate the allocated housing and employment growth, as adopted in the countywide planning policies. The Planning Department shall submit a written report with its analysis and conclusions to the Commissioners no later than March 31.
  3. Reviewed by the appropriate County department where designated in the project evaluation criteria. All County departments that review projects as part of the

evaluation criteria shall submit a written report with their analysis and conclusions to the Commissioners no later than March 31.

4. Evaluation reports submitted by Planning and other County Departments will be distributed to the CAB.
  - During the March review period, the CAB will conduct any property visits that are needed prior to the CAB meetings.
  - The CAB shall meet to evaluate acquisition project applications typically during the first week of April. The CAB shall forward its recommendations to the Board Commissioners no later than the April 30.

Timeline for CFF Annual Process	
Dates	Process
Prior to January 15	Notice to eligible organizations
February 28 (Close of Business)	Application Deadline
March 1 – 31	<ul style="list-style-type: none"><li>• Staff review period</li><li>• Review by appropriate County department where designated in the project selection criteria.</li><li>• Planning review</li><li>• Site visits by CAB</li></ul>
1 <sup>st</sup> week of April	CAB public meeting to evaluate acquisition project applications
April 30	CAB recommendations due to BOCC

#### **BOARD OF COUNTY COMMISSIONERS' PUBLIC MEETING**

Following receipt of the annual CAB recommendations, the Board of County Commissioners will hold a public meeting to consider the CAB's recommendations and take public comments on such recommendations. At the public meeting, each applicant whose project is recommended by the CAB for award of funding will be given the opportunity to make a brief presentation about its application. No later than 60 days following the public meeting, the Board of County Commissioners shall consider the allocation of funding for real property acquisition projects. The Board of County Commissioners may, at its sole discretion, reject any application or proposed project.

#### **IMPLEMENTATION**

Applicants will be informed by program staff of all recommendations adopted by the Board of County Commissioners. Organizations with approved projects will be required to enter into a contract between itself and Island County which outlines the terms and conditions of expending Conservation Futures awards. Projects shall be complete within two (2) years from the date of contract execution by the County. The Board of County Commissioners may extend the term of the contract at its discretion.

- To secure an extension, an organization should send a written request to the County's Program Manager, at least thirty (30) days prior to the end of the contract period.
- The Program Manager will notify the organization of the Board of County Commissioners decision within thirty (30) days of receipt of the request, or as soon thereafter as practicable.

**Interim Progress Reports.** The organization is required to submit Interim Progress Reports (no later than January 30 for the previous year) for their approved project that documents project status including related financial information as specified in the contract for project funding. Delays in the schedule from the original application shall be identified with possible solutions to completing project as proposed.

**Final Report.** A Final Project Report shall be submitted within sixty (60) days of project completion. This report shall describe the completed project (including maps, GIS coordinates and photographs), briefly discuss how the completed project benefits the citizens of Island County and a final accounting of all revenues and expenditures.

#### **ADMINISTRATION**

The department designated to coordinate the Conservation Futures Program shall

- Administer the application process according to the adopted policy and procedures.
- Monitor the financial performance of the Conservation Futures Fund and promptly inform the Board of Island County Commissioners of any matters requiring its attention.
- Review reimbursement requests to ensure such costs are eligible for reimbursement under the terms of the grant award.
- Maintain Conservation Futures Program information on the county's website.
- Prepare an annual Conservation Futures Program budget submittal as part of the overall county budget.
- Prepare and submit to the Board of Island County Commissioners an annual program report (ICC 3.22.060) no later than February 28. This report will include:
  1. Conservation Futures Fund financial performance.
  2. Summary of completed projects and projects still ongoing during the reporting period.
  3. Summary of data and statistics reported by each grantee and project financed in whole or in part with Conservation Futures funds.
  4. Historical data about the program including acres protected by conservation easements, and acres acquired by the County ownership.

*Island County Conservation Futures Program - Citizens' Advisory Board*  
**ACQUISITION PROJECT EVALUATION CRITERIA**

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<b>A. Conservation Values &amp; Resources</b>	<ol style="list-style-type: none"><li>1. Rarity of resources or habitats protected<ol style="list-style-type: none"><li>a. Significance of resources protected</li><li>b. Rarity of resources or habitat protected</li></ol></li><li>2. Working farm &amp; agricultural<ol style="list-style-type: none"><li>a. Agricultural soils quality and condition.</li><li>b. Resource suitability for current and long-term production, existing and future agricultural income.</li><li>c. Site significance of agricultural resources locally, regionally, or statewide.</li></ol></li><li>3. Working forest<ol style="list-style-type: none"><li>a. Timberland quality and condition.</li><li>b. Resource suitability for current and long-term timber production, existing and future timber income.</li><li>c. Site significance of timber resources: local, regional, or statewide.</li></ol></li></ol>
<b>B. Appropriate Public Use and Enjoyment</b>	Appropriate plans for access, trails, wildlife viewing, protection of scenic view shed, and historic values.
<b>C. Plan Consistency and Partnerships</b>	<ol style="list-style-type: none"><li>1. Project named as a priority in a local jurisdiction's adopted plan(s) which identifies this site or habitat area for conservation purposes and/or appropriate public access.</li><li>2. Documented support for this project by planning partners, other organizations, and citizens.</li></ol>
<b>D. Potential for Loss</b>	<ol style="list-style-type: none"><li>1. Immediacy and magnitude of potential loss of areas identified as having long-term rural significance or land suitable for conservation.</li><li>2. Immediacy of acquisition timing: opportunity with landowner and leveraged funding.</li></ol>
<b>E. Assessment of Stewardship Viability</b>	<ol style="list-style-type: none"><li>1. Stewardship needs are identified and adequately addressed with an appropriate management plan or application includes funding request for management plan.</li><li>2. Potential risks and liabilities to protect long-term conservation values and resources are identified and adequately addressed.</li><li>3. Identifies long-term costs of maintenance and capital improvements (if any) and are adequately addressed.</li></ol>
<b>F. Financial Strategies</b>	<ol style="list-style-type: none"><li>1. Acquisition cost efficiencies and financial strategy (including matching contributions) to leverage use of funds.</li><li>2. Strategy for managing future costs, liability and risk issues (for example, acquisition of minimum controlling interest).</li></ol>

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*Island County Conservation Futures Program*  
**ACQUISITION PROJECT TECHNICAL EVALUATION CRITERIA**

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**A. Habitat**  
*(Evaluated by Island County Natural Resources)*

1. Biological function and environmental benefits, quality and importance of habitat type for specific species including salmonids.
2. Connectivity to and enhancement of other protected lands and important water bodies.
3. Site significance of habitat ecosystem: locally, regionally, or statewide.

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**B. Water resources**  
*(Evaluated by Island County Natural Resources)*

1. Provides for protection of groundwater resources through aquifer recharge area protection. Groundwater susceptibility is currently mapped as Low, Medium or High susceptibility (as part of the county's CAO).
2. Provides for protection of groundwater resources / seawater intrusion risk (ICC 8.09.099).
3. Reduces impact of surface water discharge.

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## Island County Public Health

*Shawn Morris, ND – Public Health Director*

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1 NE 7<sup>th</sup> St, Coupeville, WA 98239  
 Ph: Whidbey 360-679-7350 | Camano 360-678-8261 | N Whidbey 360-240-5554  
 Email: [Publichealth@islandcountywa.gov](mailto:Publichealth@islandcountywa.gov) | [www.islandcountywa.gov](http://www.islandcountywa.gov)

### MEMORANDUM

May 25, 2024

TO: Board of County Commissioners  
 FROM: Shawn Morris, Public Health Director  
 RE: Wastewater Proviso Contract

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#### **Recommendation**

This memo outlines a recommendation to terminate the contract between the Board of County Commissioners and Sound Development Group, LLC for the Wastewater Proviso subaward as part of the Consolidated Contract with the Washington State Department of Health.

#### **Background**

Sound Development Group, LLC (the contractor) was selected after a competitive bidding process in alignment with Island County Code and MRSC guidelines. The contractor was selected based on extensive evaluation of their submitted proposal, which outlined a comprehensive project management approach, competitive services, and depth of expertise on the topic. However, over the course of the project period (March – May 2024), there have been challenges ensuring strategic alignment with priorities as stated in the published RFP and contract (attached for reference). Due to these challenges, the recommendation to the Board of County Commissioners is to indicate an intent to end the contract within 30 days of this Work Session date, June 4<sup>th</sup>, 2024, as allowed by the contract.

#### **Follow-Up**

During this 30-day window, staff will work with Sound Development Group, LLC to retrieve all deliverables to date – including survey results, spatial analysis, case study review, and climate impact analysis. During this period, the contractor will also be expected to develop case studies focusing on innovative solutions for submittal. Staff will then repost the RFP for the next period of the proviso, which has a period of performance between June 1, 2024- June 31, 2025. This provides the opportunity to align the next phase of the project with the water systems study and coordinate closely with planning.

#### **Attachments:**

- Executed Contract with Sound Development Group, LLC



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE:	2/6/24
Agenda Item No.	14
<input type="checkbox"/> CONSENT AGENDA	
<input checked="" type="checkbox"/> REGULAR AGENDA	
<input type="checkbox"/> PUBLIC HEARING/MTG	
Resolution	Ordinance No:

DEPARTMENT:	PUBLIC HEALTH
DIVISION:	HEALTH ADMINISTRATION
STAFF CONTACT:	Heather Kortuem, Environmental Health Manager
DEPT. HEAD:	Shawn Morris, Director
AGENDA SUBJECT:	Wastewater Proviso Agreement with Sound Development Group, L.L.C.
BACKGROUND/SUMMARY:	WORK SESSION DATE: (If applicable) 1/17/2024 Review and approve interagency agreement with Sound Development Group, L.L.C., to provide comprehensive project management for the Island County Wastewater Proviso project as outlined in Contract No. CLH31012 Amendment 16 with the Washington State Department of Health.
FISCAL IMPACT/FUNDING SOURCE:	Washington State Department of Health (From Consolidated Contract No.; CLH31021 (16))
RECOMMENDED ACTION:	<input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other (describe) _____
SUGGESTED MOTION:	Approve contract

*[BELOW TO BE COMPLETED BY CLERK OF BOARD]*

BOCC ACTION:

APPROVED
DENIED
TABLED/DEFERRED/NO ACTION TAKEN
CONTINUED TO DATE: _____ / _____ / _____ TIME: _____
OTHER _____

**Subcontract for Wastewater Proviso Statement of Work  
As Per Consolidated Contract with WA State Dept of Health**

**- Executive Summary -  
BOCC Work Session**

<b>Summary</b>	Consolidated Contract CLH31012 Amendment No. 16 with Washington State Department of Health added statements of work for the Wastewater Treatment Solutions Proviso, following the legislative award of \$336,246, of which \$295,860 has been allocated to study innovative technologies that can serve as alternatives to single-family on-site systems in unincorporated Island County. After a competitive bidding process, Island County selected Sound Development Group, L.L.C., for comprehensive project management, including research into regulations, economic factors, and innovative technologies, as well as public engagement, policy coordination, and development of a comprehensive report. The award amount for this contract is \$270,860.
<b>Policy Context, Community Impact, and Outcomes</b>	<ul style="list-style-type: none"> <li>Aligns with the priority of supporting sustainable development and improving supportive housing opportunities in unincorporated Island County by finding alternatives to single family on-site septic systems. The contractor will identify solutions, existing barriers, and develop a comprehensive report that will be shared with community members and stakeholders to guide sewage infrastructure improvement.</li> <li>Aging single family on-site infrastructure impacts habitat health and water quality, and proactively identifying solutions lays the groundwork for long-term resiliency. The project will outline innovative approaches and technologies to advance equity and climate resiliency.</li> <li>The contractor will take an inclusive approach by collaborating with local agencies, stakeholders, and community members, implementing collaborative design practices.</li> </ul>
<b>Fiscal Impact</b>	Amendment 16 provided \$295,860 for the Wastewater Treatment Solutions Proviso, which was an amount included in the 2024 Public Health Budget. All funding will be sub-contracted through the attached contract, apart from the indirect grant amount designated (up to \$25,000).
<b>Recommendations</b>	Accept sub-contract based on factors outlined in this Executive Summary.

<b>ISLAND COUNTY INFORMATION SHEET</b>				
Originating Department:	Public Health			
Division/Program: (i.e. Dept. Division and Program)	Environmental Health			
Agreement or Grant Administrator:	Heather Kortuem, EH Manager			
Agency Name: Sound Development Group, L.L.C.	Island County			
Is this a New agreement? Yes	If not, is this an Amendment or Renewal to an Existing agreement?			No
Agreement Amount	Up to \$270860 per period of performance.			
Amended Amount				
Total Amount	\$ 270860			
Summary of Scope	Agency to conduct research, engage the public, and collect data to inform an analysis for sewage solutions in unincorporated Island County.			
Term of agreement	1 year and 5 months			
Start Date	February 1, 2024	Expiration Date	June 30th, 2025	

## **CONTRACT TO PROVIDE PROFESSIONAL SERVICES WITH Sound Development Group, L.L.C.**

**1. PURPOSE:** The purpose of this agreement is to contract with a qualified firm to conduct research, engage the public, and collect data to inform an analysis for sewage solutions to accommodate housing needs and adapt to climate change in unincorporated Island County. Specifically, Island County is seeking a comprehensive understanding of alternatives to single family onsite septic systems, with a focus on alternative options for areas at-risk for inundation due to sea level rise driven by climate change, onsite systems near critical areas and critical aquifer recharge areas, as well as innovative sewage solutions that support affordable housing developments and advance environmental health equity for rural communities.

### **2. RESPONSIBILITIES:**

Island County will:

- A. Regularly engage with contractor to define project parameters, charter, and scope.
- B. Facilitate engagement with community partners, elected officials, and other stakeholders.
- C. Support alignment with County planning and policy activities.
- D. Fund the services to complete the Scope of Work as defined in the original proposal (See exhibit A) for the agreed amount of \$230,200. If any Scope of Work changes or additional invoicing are submitted by Sound Development Group, LLC, such changes or invoices must be pre-approved in writing by Island County and the total payment, including work for the original proposal, shall not exceed \$270,860.

Sound Development Group, L.L.C. will:

- Develop comprehensive project timeline and project mapping, as well as budget plan to ensure cost-effectiveness and adherence with financial requirements. Oversee all aspects of the project while closely coordinating with Island County Public Health, including facilitating research, data collection, analysis, coordination, outreach, and completion of summary report.
- Engage in thorough research and analysis activities to include the following:
  - Analysis of existing approaches to wastewater treatment, with a focus on strategic areas identified through review of climate, equity, and critical areas data.
  - Review of sea level rise data, critical areas (including wetlands, critical aquifer recharge zones, and streams), designated fish and wildlife habitat, development data, shoreline zoning, and land use tables.
  - Asset mapping for companies and organizations involved in waste treatment, climate adaptation, and supportive housing development in unincorporated parts of Island County.
  - Review of alternative technologies, including researching innovative and emerging technologies that may benefit rural communities, looking to infrastructure strategies used or under development at the regional, statewide, national, and global scale. Research barriers, opportunities, legal framework, and costs of alternative solutions by type, including infrastructure development and permitting.

- Coordinate with stakeholders involved in wastewater management for unincorporated Island County, including development of engagement sessions with the following stakeholders. Coordination involves communication with Island County Public Health leadership regarding project status, barriers, and needs.
- Conduct Public Outreach regarding septic solutions and non-point source pollution concerns related to existing septic infrastructure. Provide opportunity for the public to share potential approaches and strategies for alternative septic solutions in unincorporated Island County, and develop community involvement in project.
- Review of existing health and development codes and applicable regulations
  - Health Code Chapter 8. Review Use Charts from Planning Department. Review relevant elements of published Comprehensive Plan for Island County; Island County Critical Areas Ordinance Chapter 17.02B, Use Tables in Chapter 17.03, and Shoreline Master Program 17.05A; RCW 84.14.010 and RCW 70A.105; Review of International Building Code 2021
- Comply with all applicable Federal and State requirements that govern this agreement.
- Coordinate with State Department of Health and Island County departments involved in climate adaptation, wastewater treatment permitting, and supportive housing, including Island County Public Health, Human Services, and Planning Department
- Create a comprehensive study report outlining alternative, scalable solutions to septic and sewer and emergent technology to provide wastewater treatment services in the unincorporated parts of Island County. The report will include the following:
  - I. Outline of project strategy
  - II. Research summary
  - III. Policy implications and recommendations
  - IV. Evidence-based conclusions describing proposed solutions, including how proposed solutions are protective of public and environmental health.
  - V. Implementation recommendations, including regulatory changes, funding proposal, legislative proposal.
  - VI. Review the draft report with Island County Public Health, Board of Health, and the Washington State Department of Health to produce a publish-ready report.

- **TERM OF AGREEMENT:** The start date of this agreement is February 1, 2024, therefore the start date of this agreement has been established as of that date, and shall be in effect through June 30th, 2025.
- **EXTENSION:** The duration of this agreement may be extended by mutual, written consent of the parties.
- **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this agreement and for coordinating and monitoring performance under this agreement. In the event such representatives are changed, the party making the change shall notify the other party

Island County's representatives will be:

Heather Kortuem – [h.kortuem@islandcountywa.gov](mailto:h.kortuem@islandcountywa.gov)  
1 NE 7th ST, Coupeville WA 98239

Exhibit A

**I. INDEMNIFICATION**

To the fullest extent permitted by law, Sound Development Group, L.L.C. shall indemnify, defend, and hold harmless Island County, all officials, agents, and employees of Island County, from and against all claims arising out of or resulting from the performance of the agreement.

"Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Sound Development Group, L.L.C. obligation to indemnify, defend, and hold harmless includes any claim by Sound Development Group, L.L.C. agents, employees, representatives, or any subcontractor to its employees.

Sound Development Group, L.L.C. expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to Sound Development Group, L.L.C. or any subcontractor's performance or failure to perform the agreement. Sound Development Group, L.L.C. obligation to indemnify, defend, and hold harmless Island County shall not be eliminated or reduced by any actual or alleged concurrent negligence of Island County or its agents, agencies, employees, and officials.

**II. INSURANCE**

Prior to commencement of services under this agreement, Sound Development Group, L.L.C. shall submit to Island County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Sound Development Group, L.L.C. shall maintain at Sound Development Group, L.L.C. sole expense unless otherwise stipulated, the following insurance coverages, insuring Sound Development Group, L.L.C. employees, agents, designees, and indemnities as required herein:

1. Sound Development Group, L.L.C. shall not commence work under this agreement until Sound Development Group, L.L.C. has obtained all insurance required under this paragraph and such insurance has been approved by the County.
2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and workmen's Compensation to be maintained by Sound Development Group, L.L.C. shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the County. Sound Development Group, L.L.C. 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 Agency's insurance and shall not contribute to it.
3. Sound Development Group, L.L.C. shall maintain, during the life of the agreement, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect Sound Development Group, L.L.C. from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this agreement whether such operations be by Sound Development Group, L.L.C. or by anyone directly employed by or contracting with Sound Development Group, L.L.C..

Specific limits required:

\$2,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations

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

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

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

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

4. Commercial General Liability insurance shall be endorsed to include a "cross liability", indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.
5. Sound Development Group, L.L.C. shall maintain, during the life of this agreement, Business Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect Sound Development Group, L.L.C. from claims which may arise from the performance of this agreement, whether such operations be by Sound Development Group, L.L.C. or by anyone directly or indirectly employed by Sound Development Group, L.L.C.. Covered auto shall be designated as "Symbol 1" any auto.
6. All Liability coverages, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this agreement, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.
7. Sound Development Group, L.L.C. shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Sound Development Group, L.L.C. shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.
8. Industrial Insurance Waiver - With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, Sound Development Group, L.L.C. 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 Sound Development Group, L.L.C. against the County. This waiver is mutually negotiated by the parties to this Agreement.
9. Professional Liability Insurance - Prior to the start of work, Sound Development Group, L.L.C. will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this agreement. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form coverage shall be

maintained by Sound Development Group, L.L.C. for a minimum of three (3) years following the termination of this agreement, and Sound Development Group, L.L.C. shall annually provide the County with proof of renewal.

10. Subcontractors - Sound Development Group, L.L.C. shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated herein.

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

Sound Development Group, L.L.C. representative(s) shall be:

Carl Garrison - [carl@sdg-llc.com](mailto:carl@sdg-llc.com)  
1111 Cleveland Avenue, Suite 202, Mount Vernon, WA 98273

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this agreement.
7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law and further agrees to save, indemnify, defend, and hold harmless the other party from any such liability. It is further provided that no liability shall attach to Island County by reason of entering into this agreement, unless expressly provided herein. See complete Insurance and Indemnification information in Exhibit A.
8. TERMINATION: Any party hereto may terminate this agreement upon (30) day notice in writing either personally delivered or mailed to the party's last known address for the purposes of giving notice under this paragraph. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
9. CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS: The agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.
10. SEVERABILITY: In the event of any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this agreement are declared severable.
11. ENTIRE AGREEMENT: This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.
12. OTHER PROVISIONS: Sound Development Group, L.L.C. will comply with all applicable Federal and State requirements that govern this agreement.

Each signatory below to this Agreement warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter the agreement and to bind the party thereto.

ISLAND COUNTY:



Jill Johnson, Chair  
Board of Island County Commissioners

Date

Sound Development Group, L.L.C.

  
Patrick Severin, P.E., Professional Engineer  
1/31/24

Date

Carl Garrison, P.E. Project Lead

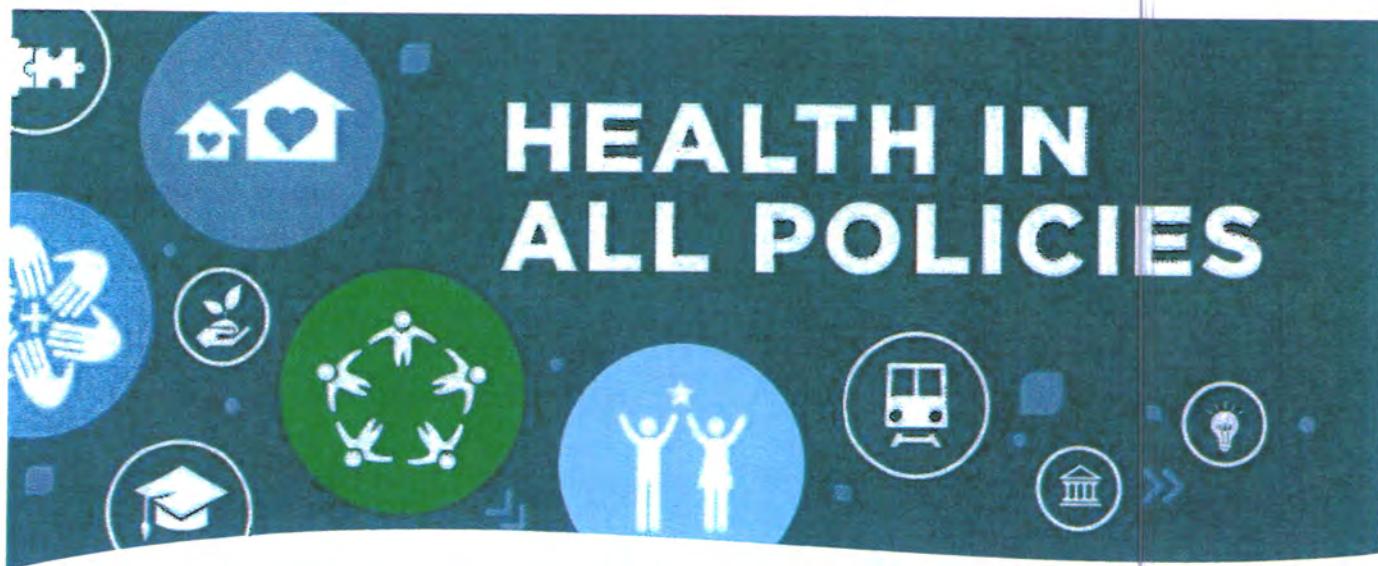
  
1/31/24

Date



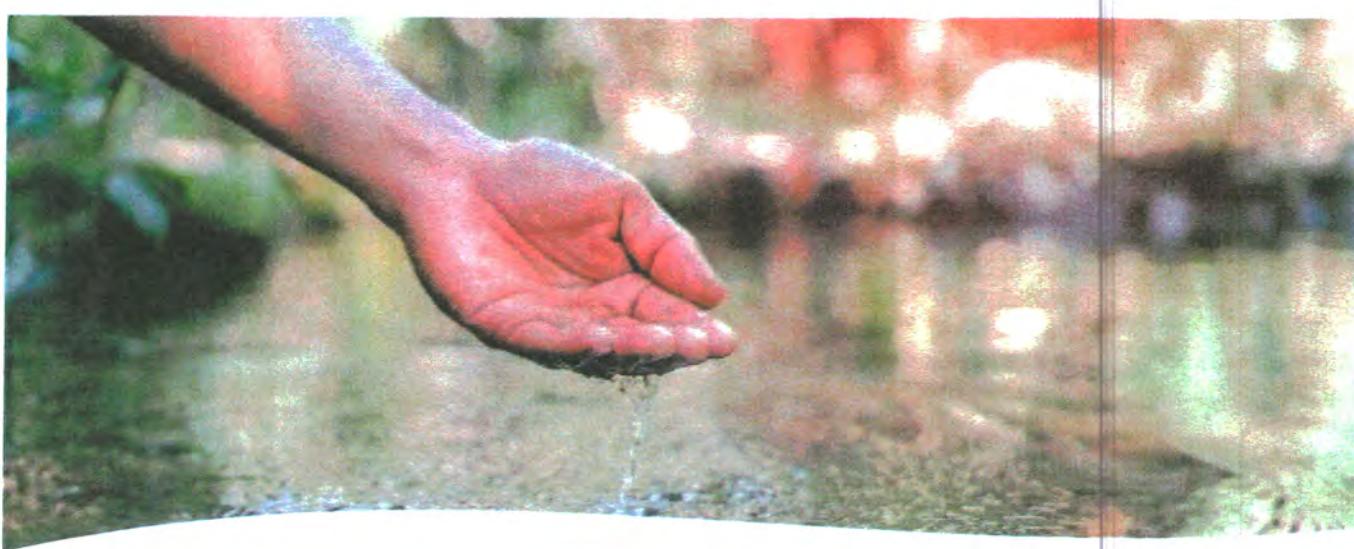
# Wastewater Proviso

BOCC Presentation  
Island County Public Health



## Health Equity Considerations

- Improve supportive housing opportunities
- Apply an environmental justice lens
- Protect water quality and recreational environments
- Inclusive practices through participatory engagement



## Summary

- Consolidated Contract CLH31012 Amendment No. 16 added statements of work for the Wastewater Treatment Solutions Proviso. The award amount is \$270,860.
- After a competitive bidding process, Island County selected Sound Development Group, L.L.C. for project management.
- Proactive wastewater management supports sustainable development and environmental health.

3

## Sound Development Group, LLC

Patrick (Pat) Severin, PE

Owner and Professional Engineer

Jay Standish, PLS

Professional Land Surveyor / Survey Manager

Tammy Zempel

Civil Technician VI

Patrick Lau

Civil Technician V

Claire Severin, EIT

Civil Technician IV

Patti Swartz

Clerical I



**Carl Garrison, PE**

**Project Lead**

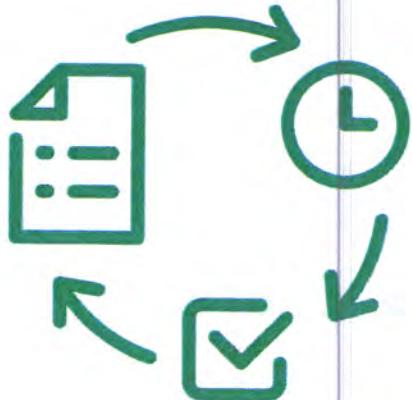
Wastewater Systems Design, LLC

SDG provides professional engineering, surveying and land development services and has joined forces with Carl Garrison to develop this project in partnership with Island County and WA DOH Wastewater Division.

# Project Components

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- Alternative technologies and innovative solutions
- Review of planning, regulations, and policy
- Stakeholder engagement
- Conduct public outreach and create inclusive engagement opportunities
- Comprehensive report, including local, regional, and state-level legislative recommendations



5

## Comprehensive Report

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- Outline
- Timeline
- Research summary
- Policy recommendations
- Proposed solutions and implementation, including regulatory changes, funding proposal, and legislative proposal.
- Review the draft report with stakeholders to produce a publish-ready report.



6

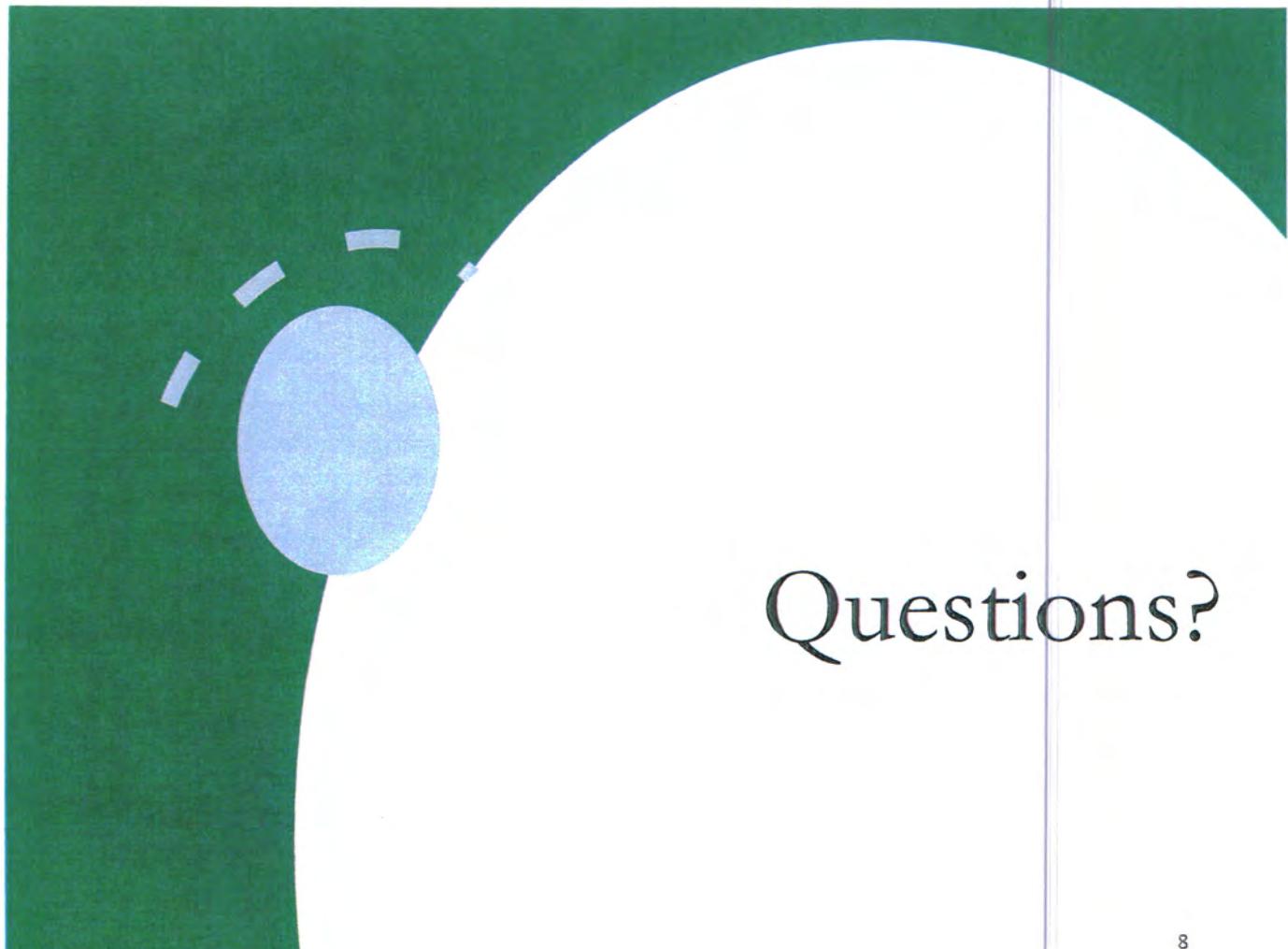
# Next Steps

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- Finalize contract
- Project charter and comprehensive project timeline
- Phase 1: research and planning community engagement



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Questions?

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## ISLAND COUNTY BUDGET/RISK

### WORK SESSION AGENDA

MEETING DATE: 6/5/2024

---

To: Jill Johnson, Chair  
Board of Island County Commissioners  
From: Susan Geiger, Director

---

Amount of time requested for agenda discussion. 60 minutes

**DIVISION:** Administrative

**Agenda Item No.:** 1

**Subject:** Financial Management Policy Update

**Description:** The Financial Management Policy was originally adopted June 13, 2011. Current practices and principles have changed necessitating an update to the Financial Management Policy.

**Attachment:** Original Financial Management Policy (6/13/2011), Draft of Updated Financial Management Policy.

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

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

**IT Review:** Not Applicable

**Budget Review:** Complete

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



## Island County Financial Management Policy

Updated: (Date)

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## **INTRODUCTION**

The Island County Financial Management Policy enables County officials to protect the public interest and ensure public trust and confidence. The fiscal health and welfare of Island County is highly dependent upon establishing and maintaining sound, financial-planning objectives, and strategies of implementation. This financial management policy assists the decision-making process of the Board of County Commissioners, Elected Officials, and the County administration by providing guidelines for evaluating both current activities and proposals for future programs.

## **POLICY GOALS**

The goal of Island County's Financial Management Policy is to establish sufficient financial resources to provide the resources necessary to support and sustain the long-term health and safety of the people, the economy, and our natural resources. The County is accountable to its citizens for the use of public dollars. This policy safeguards the fiscal stability required to achieve the County's goals and objectives.

Island County's Financial Management Policy shall guide the Board of County Commissioners in management and policy decisions that have significant fiscal impact by addressing the following objectives:

- To maintain appropriate financial capacity ~~to provide a sustainable level of County services both now and in the future.~~ **Deleted:** which
- To set forth operating principles that minimize the cost of government.
- ~~To reduce financial risk.~~ **Deleted:** , and meet all applicable laws and standards
- To maintain sufficient financial liquidity to meet normal operating and contingent obligations.
- To provide the financial capability to maintain and preserve ~~infrastructure and capital assets.~~ **Deleted:** existing
- To promote sound financial management by providing accurate and timely information on the County's financial condition
- ~~To meet legal requirements and accounting standards.~~ **Deleted:** and existing policy

## **POLICY AREAS**

- **FINANCIAL FORECAST**
- **BUDGET PROCESS**
- **OPERATING BUDGET POLICIES**
- **CAPITAL BUDGET POLICIES**
- **RESERVE AND FUND BALANCE POLICIES**

## **FINANCIAL FORECAST**

The County shall develop and maintain a 6-year-Financial Forecast that estimates resources and expenditures beyond the current budget period. This Forecast will provide the County's decision makers with an indication of the long-term fiscal impact of current policies and budget decisions.

The Financial Forecast will be updated annually as part of the County's Budget Process. Any unexpected changes in economic conditions or other circumstances may prompt more frequent updates of the Financial Forecast. The Forecast will be presented to Elected Officials and Department Heads in a form that will facilitate budget decisions and strategic planning, based on a multi-year strategic planning perspective. Basic economic assumptions used in the preparation of the 6-Forecast will be identified.

The financial planning and subsequent budgeting for all funds will be based upon the following principles:

- Revenue and expenditure estimates should be prepared on a realistic basis, with a target of variance of  $\pm 3\%$ .
- Deficit financing and borrowing will not be used to support on-going County services and operations.
- Revenue estimates shall not assume any growth rate in excess of inflation for taxes, such as property tax, sales tax, fuel taxes, which will be based on projections provided by the state.
- Expenditure estimates should anticipate contingencies that are reasonably predictable and probable.
- Revenues of a limited or indefinite term should be used for capital projects or one-time operating expenditures to ensure that no ongoing service program is lost when such revenues are reduced or discontinued.

## **BUDGET PROCESS**

The budget process is designed to meet the operations and service needs of the County by integrating the planning and implementation of County programs and objectives with the allocation of funds sufficient to support such services and programs.

The framework of the County budget was developed with the following basic purposes:

1. Establish a Plan of Policy and Operation that allocates resources of the County to achieve specific County goals and objectives and guides the County's activities.
2. Facilitate the evaluation of County Programs by providing a means to measurably examine the financial activities of the County departments over time.
3. Establish Financial Control by controlling the allocation of revenue to various activities through prioritization of programs/projects and allowing policy officials to ensure legality, accuracy, and conformity to legislative and administrative objectives.

4. The County shall prepare and review written policies and goals on an annual basis to guide the preparation of performance, financing, and spending plans for the County budget. Adopted budgets will comply with the approved budget policies and Board's goals and priorities.

### Annual Budget Calendar

Prior to May 1 <sup>st</sup>	Board of Commissioners and the Budget Director meet to discuss budget schedule, process, guidelines, and budget preparation tasks
May	Board of Commissioners meets with the County's Elected Officials and Department Heads to discuss budgetary goals for the upcoming year.
June	<u>Budget Director sends call for budget to Elected Officials, Department Heads and designated personnel</u>
July	Elected Officials and Department Heads submit to the Budget Director the budget estimate requests and forms.
August	Budget Director submits a balanced Proposed County Budget to the Board of Commissioners, based upon the Board's goals and priorities.
August & early September	Board of Commissioners meets as needed with Elected Officials and Department Heads to review the Proposed Budget and incorporates necessary modifications into the Preliminary Budget.
October: 1st Monday	Public hearing on the Preliminary Budget is commenced, or in the alternative, on the first Monday in December.
On or before December 31 <sup>st</sup>	Board of Commissioners adopts the final budget resolution.
January 31 <sup>st</sup>	Final Budget Document is published, and copies of final budgets will be sent to the State Auditor's Office and Municipal Research Service Center.

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## Legal Budgetary Control

Legal budgetary control is established at the fund level (i.e., expenditures for a fund may not exceed that fund's total appropriation amount). The Board of Commissioners must approve by resolution any increase in total fund appropriations.

### Monitoring and Amending Budgets

1. Departments and Offices will adhere to the adopted budget. The County will maintain an internal control structure that includes financial monitoring for each fund.

2. Quarterly Financial Update

The Budget Director shall provide a Quarterly Financial Update report to the Board of Commissioners. The Quarterly Financial Update shall include:

- Budget, Actual and Projected comparisons for major categories of revenues and expenditures.
- Comparative data (3 prior years) for major categories of revenues and expenditures.
- Trend information on significant sources of revenues and expenditures, major financial impacts and changes due to state and federal legislation.
- Use of contingency funding for unforeseen expenditures.
- Changes in staffing levels (FTEs).

3. Amending the County's budget occurs when the Board of Island County Commissioners adopts additional appropriation, un-appropriates funds, adds additional positions, or removes positions that results in a change to the appropriation of the adopted budget. Budget amendments will not be considered until after the first quarter of each fiscal year.

4. When requested by an Elected Official or Department Head, the Budget Director may authorize departmental transfers of appropriations not to exceed \$20,000 within a fund for the respective department's budget. Requests for departmental transfers shall be made in writing to the Budget Director by the Elected Official or Department Head. Each month the Budget Director will provide a report to the Board of Commissioners listing budgetary changes as authorized under this paragraph that occurred during the preceding month.

5. Requests to amend the budget from Elected Officials or Department Heads will be accompanied by an explanation of the proposed amendment and if the amendment results in a positive or negative change from the adopted budget. The requests will be submitted to the Budget Director prior to discussion with the BICC.

6. All operating appropriations will lapse at the end of the budget cycle. To maintain services or obligations, operating program appropriations not spent during the budget cycle may be reappropriated for specific purposes into the next budget cycle with the approval of the BICC. Budget authority for outstanding purchase orders will be granted through the budget process and not through an automated carryover process.

7. The County uses both the accrual basis of accounting and modified accrual basis of accounting depending upon the fund type. Expenditures incurred that are based purely upon Generally

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[Accepted Accounting Principles \(GAAP\) for the financial statements \(e.g. depreciation, accrued post-retirement obligations, refinancing transactions, etc.\) are not subject to the fund's appropriated expenditure limit.](#)

## **OPERATING BUDGET POLICIES**

The County Budget is the central financial planning document that encompasses all operating revenue and expenditure decisions. It establishes the level of services to be provided by each department within the confines of anticipated County revenues. The Board will establish County service levels and priorities for the ensuing year during the development of the budget. The Budget Director will then incorporate the Board's objectives and priorities in the County's budget proposal.

### **Revenues**

Revenue forecasts will assess the full spectrum of resources that can be allocated for public services. Should an economic downturn develop, which could result in (potential) revenue shortfalls or fewer available resources, the County will immediately adjust anticipated expenditures to compensate.

Revenue estimates shall not assume any growth rate in excess of inflation for taxes, such as property taxes, sales tax, fuel taxes, which will be based on projections provided by the state. Real growth that occurs will be recognized through budgetary adjustments only after it takes place. This practice imposes short-term constraint on the level of public goods or services. In the event, however, those revenues are less than expected, it minimizes the likelihood of severe cutback actions, which may be profoundly disruptive to the goal of providing a consistent level of quality services.

The County will follow a vigorous policy of collecting all County revenues.

### **State & Federal Assistance**

Grant applications to fund new service programs with State or Federal funds will be reviewed by the County, as they become available, with due consideration being given to whether locally generated revenues will be required to support these programs when outside funding is no longer available. Total costs and requirements of accepting state and federal funds should be identified and considered to prevent possible adverse impacts to the County's finances.

### **Fees for licenses, permits, fines and other miscellaneous charges**

The County will annually review all fees for licenses, permits, fines and other miscellaneous charges as part of the budget process. User charges and fees will be established based at a level related to the full cost of providing the service, unless otherwise provided by statute or regulation. The full cost of providing a service should be calculated to provide a basis for setting the charge or fee. Full cost incorporates direct and indirect costs, including operations

and maintenance, overhead, and charges for the use of capital facilities. Other factors for fee or charge adjustments may also include the impact of inflation, other cost increases, the adequacy of the coverage of costs, current competitive rates, and contractual or statutory restrictions.

## **Investment Earnings**

The Board of County Commissioners shall authorize the investment of county funds under RCW 36.29.020 and Island County Treasurers Investment Policy as adopted by the Finance Committee.

Due to fluctuations in the investment market, estimates for interest earnings on investments will be based upon conservative growth in interest rates. Any additional revenue as a result of extraordinary increases in interest rates will be regarded as limited in duration, and as such, not considered preferable funding for ongoing programs and services.

## **Deficit Financing not allowed for on-going operations**

Deficit financing and borrowing will not be used to support on-going County services and operations. Expenses will be reduced to conform to the long-term revenue forecast.

Interfund loans are permissible to cover temporary gaps in cash flow, but only when supported by a well-documented repayment schedule of short duration (60 months or less) based on an interest rate at least equivalent to the rate paid by the Washington State local Government Investment Pool.

## **Expenditures**

The County expenditure policies are expected to help manage costs by standardizing processes, developing sustainable targets, and improving predictability of the largest cost drivers in the County. These policies affect both budget process and ongoing expenditure management.

## **Expenditure Policy Goals**

Expenditures will be managed in a way that keeps the County's cost of doing business sustainable and minimizes service cuts and layoffs. Specifically, the policies are intended to achieve the following objectives:

- Ensure that personnel budgets and the compensation structures to attract and retain a talented workforce are sustainable.
- Provide guidelines and targets for non-labor costs.
- Allow for expenditures to be forecast in the short-term and long-term.
- Create a framework for evaluating new and existing programs that considers cost and performance.

## **Expenditure Management and Administration**

Actual expenditures will be accounted for consistently with adopted operating and capital budgets.

1. The budget shall balance recurring operating expenses to recurring operating revenue.

### **Moved (insertion) [1]**

**Deleted:** <#>The budget shall balance recurring operating expenses to recurring operating revenue. Expenditures should be controlled and must stay within the amount of appropriated funds. The County will attempt to maintain its present service level for essential services within existing revenues.

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2. High priority will be given to expenditures that will reduce future operating costs, such as increased utilization of technology and equipment and prudent business methods. If expenditure reductions are necessary, complete elimination of a specific, non-essential service may be preferable to lowering the quality of existing programs.
3. An appropriate balance will be maintained between budget funds provided for direct public services and funds provided for sound administration and legal compliance.
4. Before the County undertakes any agreement that would create significant, fixed ongoing expenses, the cost implications of such agreement will be fully determined for current and future years with the aid of financial planning models.
5. Organizations that are not part of the County, but which receive funding from the County, shall not have their appropriation carried forward from budget-cycle to budget-cycle unless authorized and directed by the BICC. Annual review and reauthorization of funding is required.

## Personnel

1. The County's long-term goal is to have the cost of compensation increase at a rate of no more than long-term projections indicate are sustainable. Compensation costs could grow at a faster rate commensurate with measurable labor productivity increases. Compensation costs include salary, benefits, specialty pays, and taxes. Island County officials and labor relations will work with labor unions to make this achievable.
2. Total compensation costs may grow at a higher rate to meet an increase in service demand and population growth.
3. Recognizing that adding positions creates a long-term commitment for the County, prior to adding new positions, emphasis should be placed on repurposing current or vacant positions, increasing efficiencies to create capacity, or implementing technological improvements that can delay expanding staff.
4. Position Control Numbers (PCN) and Position numbers will be assigned by Budget prior to hire for new positions. Only positions authorized in the Adopted Budget or approved for budget amendment will be assigned PCN and Position numbers. Unauthorized PCN and Position numbers will not be assigned in the financial management system.

## Overhead Administrative Cost Allocation (Indirect Cost)

Internal Services and County overhead functions support the delivery of direct services, and the allocation of internal service resources should create the highest value for customers.

The overhead administrative cost allocation from non-general funds to the general fund is a payment for various services provided by the general fund. The amount of each year's overhead administrative transfer fee will be calculated as follows: non-general fund budgeted expenditures multiplied by the most recent Federal Indirect Cost Allocation

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Percentage Rate (as prepared by the Island County Auditor's office). The overhead administrative transfer fee will be adopted as part of the County's annual budget. An appropriate balance will be maintained between resources allocated for direct services to the public and resources allocated for the costs of administration.

## **CAPITAL BUDGET POLICIES (CAPITAL ASSET MANAGEMENT POLICY)**

The County will manage County-owned property proactively and strategically to promote the public interest and, whenever possible, to enhance the County's overall financial resources. Its management of County-owned property will be consistent and predictable to enhance the public's confidence in the County's financial stewardship. Proper planning and implementation of sound capital policies and programs will assist the County in avoiding fiscal emergencies and unplanned capital costs in the future.

Capital Budgets will include operating costs and capital outlay expenditures for a six-year period, which will be reviewed on an annual basis.

Annual Capital Budgets shall include only those costs which can reasonably be accomplished in the time frame indicated. Capital costs, which are not encumbered or completed during the fiscal year, will be re-budgeted in the next fiscal year. All re-budgeted capital projects should be so noted in the Adopted Capital Budget.

### **Capital Equipment Plan**

A county-wide, six-year Capital Equipment Plan will be prepared (i.e., vehicle replacement and maintenance, computer hardware and software, fixtures, etc.) and updated annually. The intent of the Capital Equipment Plan is to help ensure sufficient financial resources are available annually for the maintenance of existing assets at an adequate level to protect the County's capital investment and minimize the impact of significant fluctuations in future maintenance, replacement costs and acquisitions.

### **Capital Improvement Plan Budget**

A comprehensive six-year plan for County Capital Improvements will be prepared and updated annually. Capital projects will not be budgeted unless there are reasonable expectations that revenues will be available to pay for them. Project cost estimates for the Capital Budget should be based upon a thorough analysis of the project and are expected to be as reliable as the level of detail known about the project. Project cost estimates for the Six-Year Capital Improvement Plan may vary in reliability depending on whether they are to be undertaken in the first, third, or sixth year of the Plan. Financial analysis of funding sources will be conducted for all proposed capital improvement projects, in addition to listing the total project costs. Funding of repair and replacement schedule projects will be the funding priority before discretionary capital projects.

Although the County will generally finance projects on a "pay-as-you-go" basis, the Board may conclude that the most equitable way of funding a project that benefits the entire community will be debt financing pay-as-you-use"} to provide capital improvements or

**Moved up [1]:** The budget shall balance recurring operating expenses to recurring operating revenue. Expenditures should be controlled and must stay within the amount of appropriated funds. The County will attempt to maintain its present service level for essential services within existing revenues. High priority will be given to expenditures that will reduce future operating costs, such as increased utilization of technology and equipment and prudent business methods. If expenditure reductions are necessary, complete elimination of a specific, non-essential service may be preferable to lowering the quality of existing programs. An appropriate balance will be maintained between budget funds provided for direct public services and funds provided for sound administration and legal compliance. Before the County undertakes any agreement that would create significant, fixed ongoing expenses, the cost implications of such agreement will be fully determined for current and future years with the aid of financial planning models. Organizations that are not part of the County, but which receive funding from the County, shall not have their appropriation carried forward from budget-cycle to budget-cycle unless authorized and directed by the Board of Commissioners. Annual review and reauthorization of funding is required

services in a timely manner.

Capital projects include asset replacement, major maintenance, and standalone projects that create a new asset. Routine maintenance that does not create a capital asset or does not meet the capitalization threshold is an operational expense.

All projects included in the Capital Improvement Plan shall be consistent with the County's Comprehensive Plan. The goals and policies for services, facilities, and transportation should be followed in the development of the Capital Improvement Plan. The Comprehensive Plan service level goals should be included in the Capital Improvement Plan.

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## **RESERVE AND FUND POLICIES**

The County believes that sound financial management principles require that sufficient funds be retained to provide a stable financial base at all times. To attain this stable financial base, the County maintains reserves in the Current Expense Fund and other operating funds to plan for future expenditures, provide working capital, meet mandated or BICC directed reserve levels, and offset unexpected revenue and expenditure fluctuations.

### **Reserve and Fund Policy Goals:**

- Prudently plan for and fund future expected costs,
- Establish fund amount for anticipated mismatches between revenues and expenditures,
- Meet legal, contractual, or existing policy requirements,
- Clarify fund level decision making around uncertainty, and
- Standardize approach to calculating budgetary fund balance.

### **General Reserve Policies**

1. For all funds, the Board shall periodically review fund balance accumulations and the uses thereof. Reserves will be reviewed on an annual basis for sufficiency and relevance and modified as appropriate.
2. Where fund balance deficits exist, a gradual correction of the problem over a multi-year period may be preferable to a large one-time increase.
3. Factors to consider in establishing reserves include:
  - Future expenditures including equipment reserves,
  - Cash flow requirements to support ongoing operations,
  - Legal or regulatory requirements affecting revenues, disbursements, and fund reserves,
  - Credit worthiness and capacity to support debt service requirements,
  - Relative rate stability from year to year,
  - Susceptibility to financial risk, revenue shortfalls, emergencies, or unanticipated expenditures, and
  - Redundancy of reserves in other funds.

**Deleted:** The County will maintain reserves required by law, ordinance, resolution and/or bond covenants to ensure service levels, stability and protect against economic downturns, emergencies, and unforeseen, catastrophic events, whether natural or man-made. The Board of Commissioners may establish reserves to fund future capital expenditures as a financing strategy as part of the County's Capital Equipment and Capital Improvement Plans. Sufficient fund balances and reserve levels are a critical factor in the measurement of the County's financial strategies for external financing. Reserve and fund balance levels shall be adopted by Board of Commissioners resolution and will be reviewed for sufficiency annually and modified as appropriate. The

## Fund Reserves

1. In the majority of funds, reserves will be identified as Expenditure Reserves, Liquidity Reserves, Mandated Reserves, Rate Stabilization Reserves, or Rainy Day Reserves.
2. Expenditure reserves set aside fund balance to pay for specific activities and program costs, replacement of specific equipment critical to ongoing operations, or for known capital expenditures that are going to be funded either partially or fully by fund balance. The size of the reserve is based on the expected cost of the activity and the supporting funding. Reserves  
based on future replacement value will be established for equipment, vehicles, and computers, based upon projections contained in the County's Capital Equipment Plan. This will permit the accumulation of cash to cost-effectively replace these assets and smooth out future budgetary impacts.
3. Labor liabilities such as compensated absences are typically funded on a pay as you go basis. Expenditure reserves for labor liabilities may be used if a fund is expected to be closed and the reserve is to ensure sufficient funding for close out labor costs or other cost drivers.
4. Liquidity reserves are limited funds used to smooth fluctuations in revenues caused by changes in economic conditions or uneven flow of revenues. Certain lump sum revenues, such as property taxes, cause fund balance fluctuation requiring a cash flow reserve to cover typical expenditures and prevent a negative cash balance. This reserve reduces the risk that cash balances will be depleted requiring interfund borrowing which can result in an unanticipated expense of interest for repayment. Interfund borrowing is intended to be used as a source of one-time financing rather than an ongoing source of fund balance. Liquidity (cash flow) reserves for operating funds shall be maintained at levels so the timing lags between revenues and expenditures are normally covered without any fund incurring negative cash balances.
5. The County will have sufficient premiums paid annually by the insured County departments to cover the cost of insurance and all the actuarial estimated current claims, eliminate any prior claims payment deficiencies as scheduled by the actuarial estimate, and buildup the County's reserve accounts to the actuarially recommended levels. Premiums paid into the County's Insurance Reserve Fund will remain with the fund until the fund is dissolved. Premium payment schedules shall be updated, and rates revised annually.
6. Rate Stabilization reserves set aside fund balance to minimize rate, fee, or revenue increases in future years to provide the current level of service. The size of any rate stabilization fund balance shall depend on a specific analysis.
7. Mandated reserves set aside fund balance to pay for mandated requirements. This includes legally or contractually required actuarial liabilities and debt reserves required by debt covenants.
8. In order to support cost fluctuations in building maintenance and services and to minimize the impact on other County funds, a Rainy Day Reserve for Facilities shall be maintained in the Current Expense Fund.

**Deleted:** Replacement reserves

## Budgetary Fund Balance

1. For all funds, the Budget Department will calculate and provide beginning fund balance figures to all related departments. These figures will be used in the County budget process. Budgetary fund balance represents the total resources available in the near term for budget decision making.

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**Liquidity Reserves**¶

Liquidity reserves are limited funds used to smooth fluctuations in revenues caused by changes in economic conditions or uneven flow of revenues. All County funds will strive to maintain fund balance of approximately two months of projected revenues to provide sufficient cash flow.¶

**Capital Equipment & Project Reserves**¶

Capital Improvement Reserves may be established to provide the County with the ability to exercise flexible financial planning in developing future capital projects.¶

**Risk Management Reserves**

2. For Governmental Funds, budgetary fund balance will be the sum of non-spendable, restricted, committed, assigned, and unassigned fund balance as reported in the County's year-end financial statements.
3. For Proprietary funds (enterprise and internal services funds), budgetary fund balance will be the difference between current assets and current liabilities, also called working capital.

DRAFT

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

ADOPTING THE ISLAND COUNTY  
FINANCIAL MANAGEMENT POLICY

)  
)      RESOLUTION C-65-11  
)

**WHEREAS**, the stewardship of public funds is one of the greatest responsibilities given to the elected officials and managers of Island County; and

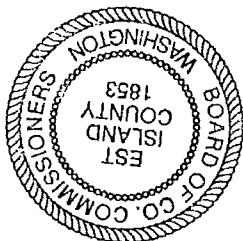
**WHEREAS**, the Board of County Commissioners finds that the fiscal health and welfare of Island County is highly dependant upon establishing and maintaining sound, financial planning objectives and strategies; and

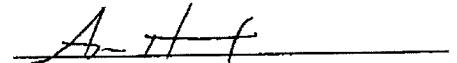
**WHEREAS**, the Island County Financial Management Policy formalizes prudent, existing financial practices and incorporates new fiscal planning; and will assist the decision-making process by providing guidelines for evaluating both current activities and proposals for future programs and services; **NOW THEREFORE**,

**BE IT HEREBY RESOLVED**, that the Board of County Commissioners hereby adopts the Island County Financial Management Policy, attached hereto as Exhibit A.

APPROVED June 13, 2011.

Board of County Commissioners  
Island County Washington

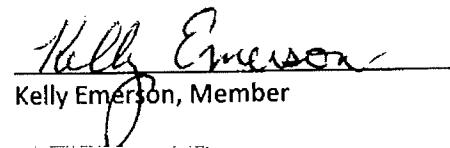


  
Angie Homola, Chair

  
Helen Price Johnson, Member

Attest:

  
Elaine Marlow, Clerk of the Board

  
Kelly Emerson, Member

ATTACHMENT      Event Date: Mon Jun 13 12:00:00 PDT 2011  
Page 1 of 10      Thu Jun 16 15:48:31 PDT 2011



Resolution C-65-11  
EXHIBIT A



## ISLAND COUNTY FINANCIAL MANAGEMENT POLICY

The Island County Financial Management Policy enables County officials to protect the public interest and ensure public trust and confidence. The fiscal health and welfare of Island County is highly dependent upon establishing and maintaining sound, financial-planning objectives and strategies of implementation. This financial management policy assists the decision-making process of the Board of County Commissioners, Elected Officials and the County administration by providing guidelines for evaluating both current activities and proposals for future programs.

The goal of Island County's Financial Management Policy is to establish sufficient financial resources in order to provide the resources necessary to support and sustain the long term health and safety of the people, the economy, and our natural resources. The County is accountable to its citizens for the use of public dollars. This policy safeguards the fiscal stability required to achieve the County's goals and objectives.

Island County's Financial Management Policy shall guide the Board of County Commissioners in management and policy decisions that have significant fiscal impact by addressing the following objectives:

- A. To maintain appropriate financial capacity which provides a sustainable level of County services both now and in the future
- B. To set forth operating principles that minimize the cost of government, reduce financial risk, and meet all applicable laws and standards
- C. To maintain sufficient financial liquidity to meet normal operating and contingent obligations
- D. To provide the financial capability to maintain and preserve existing infrastructure and capital assets
- E. To promote sound financial management by providing accurate and timely information on the County's financial condition

ATTACHMENT Event Date: Mon Jun 13 12:00:00 PDT 2011  
Page 2 of 18 Thu Jun 16 15:48:31 PDT 2011

A standard 1D barcode representing the document's tracking information.

## **6-YEAR FINANCIAL FORECAST**

The County shall develop and maintain a 6-year Financial Forecast that estimates resources and expenditures beyond the current budget period. This Forecast will provide the County's decision makers with an indication of the long-term fiscal impact of current policies and budget decisions.

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The budget process is designed to meet the operations and service needs of the County by integrating the planning and implementation of County programs and objectives with the allocation of funds sufficient to support such services and programs.

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- K. Establish a Plan of Policy and Operation that allocates resources of the County to achieve specific County goals and objectives and guides the County's activities.
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Revenue estimates shall not assume any growth rate in excess of inflation for taxes, such as property taxes, sales tax, fuel taxes, which will be based on projections provided by the state. Real growth that occurs will be recognized through budgetary adjustments only after it takes place. This

practice imposes short-term constraint on the level of public goods or services. In the event, however, those revenues are less than expected, it minimizes the likelihood of severe cutback actions, which may be profoundly disruptive to the goal of providing a consistent level of quality services.

The County will follow a vigorous policy of collecting all County revenues.

#### **State & Federal Assistance**

Grant applications to fund new service programs with State or Federal funds will be reviewed by the County, as they become available, with due consideration being given to whether locally generated revenues will be required to support these programs when outside funding is no longer available. Total costs and requirements of accepting state and federal funds should be identified and considered in order to prevent possible adverse impacts to the County's finances.

#### **Fees for licenses, permits, fines and other miscellaneous charges**

The County will annually review all fees for licenses, permits, fines and other miscellaneous charges as part of the budget process. User charges and fees will be established based at a level related to the full cost of providing the service, unless otherwise provided by statute or regulation. The full cost of providing a service should be calculated in order to provide a basis for setting the charge or fee. Full cost incorporates direct and indirect costs, including operations and maintenance, overhead, and charges for the use of capital facilities. Other factors for fee or charge adjustments may also include the impact of inflation, other cost increases, the adequacy of the coverage of costs, current competitive rates, and contractual or statutory restrictions.

#### **Overhead Administrative Transfer Fee**

The overhead administrative transfer fee from non-general funds to the general fund is a payment for various services provided by the general fund. The amount of each year's overhead administrative transfer fee will be calculated as follows: non-general fund budgeted expenditures multiplied by the most recent Federal Indirect Cost Allocation Percentage Rate (as prepared by the Island County Auditor's office). The overhead administrative transfer fee will be adopted as part of the County's annual budget.

An appropriate balance will be maintained between resources allocated for direct services to the public and resources allocated for the costs of administration.

### **Investment Earnings**

The Board of County Commissioners shall authorize the investment of county funds under RCW 36.29.020 and Island County Treasurer's Investment Policy as adopted by the Finance Committee.

Due to fluctuations in the investment market, estimates for interest earnings on investments will be based upon conservative growth in interest rates. Any additional revenue as a result of extraordinary increases in interest rates will be regarded as limited in duration, and as such, not considered preferable funding for ongoing programs and services.

### **Deficit Financing not allowed for on-going operations**

Deficit financing and borrowing will not be used to support on-going County services and operations. Expenses will be reduced to conform to the long-term revenue forecast. Interfund loans are permissible to cover temporary gaps in cash flow, but only when supported by a well-documented repayment schedule of short duration (60 months or less) based on an interest rate at least equivalent to the rate paid by the Washington State Local Government Investment Pool.

### **Expenditures**

The budget shall balance recurring operating expenses to recurring operating revenue. Expenditures should be controlled and must stay within the amount of appropriated funds. The County will attempt to maintain its present service level for essential services within existing revenues.

High priority will be given to expenditures that will reduce future operating costs, such as increased utilization of technology and equipment and prudent business methods. If expenditure reductions are necessary, complete elimination of a specific, non-essential service may be preferable to lowering the quality of existing programs.

An appropriate balance will be maintained between budget funds provided for direct public services and funds provided for sound administration and legal compliance.

Before the County undertakes any agreement that would create significant, fixed ongoing expenses, the cost implications of such agreement will be fully determined for current and future years with the aid of financial planning models.

Organizations that are not part of the County, but which receive funding from the County, shall not have their appropriation carried forward from budget-cycle to budget-cycle unless authorized and directed by the Board of Commissioners. Annual review and reauthorization of funding is required



## **CAPITAL BUDGET POLICIES**

The County will manage County-owned property proactively and strategically to promote the public interest and, whenever possible, to enhance the County's overall financial resources. Its management of County-owned property and will be consistent and predictable to enhance the public's confidence in the County's financial stewardship. Proper planning and implementation of sound capital policies and programs will assist the County in avoiding fiscal emergencies and unplanned capital costs in the future.

Capital Budgets will include operating costs and capital outlay expenditures for a six-year period, which will be reviewed on an annual basis.

Annual Capital Budgets shall include only those costs which can reasonably be accomplished in the time frame indicated. Capital costs, which are not encumbered or completed during the fiscal year, will be re-budgeted in the next fiscal year except. All re-budgeted capital projects should be so noted in the Adopted Capital Budget.

### **Capital Equipment Plan**

A county-wide, six-year Capital Equipment Plan will be prepared (i.e., vehicle replacement and maintenance, computer hardware and software, fixtures, etc.) and updated annually. The intent of the Capital Equipment Plan is to help ensure sufficient financial resources are available annually for the maintenance of existing assets at an adequate level in order to protect the County's capital investment and minimize the impact of significant fluctuations in future maintenance, replacement costs and acquisitions.

### **Capital Improvement Plan Budget**

A comprehensive six-year plan for County Capital Improvements will be prepared and updated annually. Capital projects will not be budgeted unless there are reasonable expectations that revenues will be available to pay for them. Project cost estimates for the Capital Budget should be based upon a thorough analysis of the project and are expected to be as reliable as the level of detail known about the project. Project cost estimates for the Six-Year Capital Improvement Plan may vary in reliability depending on whether they are to be undertaken in the first, third, or sixth year of the Plan. Financial analysis of funding sources will be conducted for all proposed capital improvement projects, in addition to listing the total project costs. Funding of repair and replacement schedule projects will be the funding priority before discretionary capital projects.

Although the County will generally finance projects on a "pay-as-you-go" basis, the Board may conclude that the most equitable way of funding a project that benefits the entire community will be

debt financing ("pay-as-you-use") in order to provide capital improvements or services in a timely manner.

All projects included in the Capital Improvement Plan shall not be inconsistent with the County's Comprehensive Plan. The goals and policies for services, facilities, and transportation should be followed in the development of the Capital Improvement Plan. The Comprehensive Plan service level goals should be included in the Capital Improvement Plan.

#### **RESERVE AND FUND POLICIES**

The County will maintain reserves required by law, ordinance, resolution and/or bond covenants to ensure service levels, stability and protect against economic downturns, emergencies and unforeseen, catastrophic events, whether natural or man-made.

The Board of Commissioners may establish reserves to fund future capital expenditures as a financing strategy as part of the County's Capital Equipment and Capital Improvement Plans. Sufficient fund balances and reserve levels are a critical factor in the measurement of the County's financial strategies for external financing.

Reserve and fund balance levels shall be adopted by Board of Commissioners resolution, and will be reviewed for sufficiency annually and modified as appropriate.

##### **Liquidity Reserves**

Liquidity reserves are limited funds used to smooth fluctuations in revenues caused by changes in economic conditions or uneven flow of revenues. All County funds will strive to maintain fund balance of approximately two months of projected revenues in order to provide sufficient cash flow.

##### **Capital Equipment & Project Reserves**

Replacement reserves based on future replacement value will be established for equipment, vehicles, and computers, based upon projections contained in the County's Capital Equipment Plan. This will permit the accumulation of cash to cost-effectively replace these assets and smooth out future budgetary impacts.

Capital Improvement Reserves may be established to provide the County with the ability to exercise flexible financial planning in developing future capital projects.

##### **Risk Management Reserves**

The County will have sufficient premiums paid annually by the insured County departments to cover the cost of insurance and all of the actuarial estimated current claims, eliminate any prior claims payment deficiencies as scheduled by the actuarial estimate, and buildup the County's reserve accounts

to the actuarially recommended levels. Premiums paid into the County's Insurance Reserve Fund will remain with the fund until the fund is dissolved. Premium payment schedules shall be updated and rates revised annually.

