

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE
JULY 2, 2025

Those interested in attending the meeting virtually may use the following link:

<https://zoom.us/j/98750832914?pwd=3eNmGtLyPYwKV5qvVHv4tc207uylo3.1>

or for voice only, **Dial by your location:** (253) 215-8782

Meeting ID: 987 5083 2914 **Passcode:** 777859

9:00 a.m.	Commissioners' Office
9:20 a.m.	Superior Court
9:55 a.m.	Public Health
10:10 a.m.	Public Works

NOON BREAK

1:00 p.m.	Planning & Community Development
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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 6th 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. 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.**

ASSISTIVE LISTENING AVAILABLE: Please contact the clerk for an assistive listening device to use during the meeting. Please return the device at the end of the meeting.

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



ISLAND COUNTY COMMISSIONERS

WORK SESSION AGENDA

MEETING DATE: 7/2/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: BOCC Staff

Amount of time requested for agenda discussion. 20 minutes

DIVISION: Administrative

Agenda Item No.: 1

**Subject: National Association of Counties Organization Island County Voting
Delegation Appointment**

Description: Appointing a commissioner as the NACo Voting Delegate for Island County

Attachment: None

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

DIVISION: Administrative

Agenda Item No.: 2

Subject: Island County Joint Tourism Board Discussion

Description: Discussion of the Island County Tourism Board

Attachment: None

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



ISLAND COUNTY SUPERIOR COURT

WORK SESSION AGENDA

MEETING DATE: 7/2/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Megan Frazier, Administrator

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Juvenile

Agenda Item No.: 1

Subject: Contract between the Department of Children, Youth, and Families and Island County Juvenile Court Services regarding Evidence-Based Expansion.

Description: The purpose of this agreement is to fund and support evidence-based programs for youth and families involved in Juvenile Court Services

Attachment: County Program Agreement 2563-62550 with attachments

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: Complete

Budget Review: Complete

P.A. Review: Not Applicable

DIVISION: Not Applicable

Agenda Item No.: 2

Subject: Interagency agreement between the Administrative Office of the Courts (AOC) and Island County Superior Court regarding the Uniform Guardianship, Conservatorship, and Other Protective Arrangements Act (UGA)

Description: The purpose of this agreement is for AOC to reimburse the court for the costs associated with attorney and court visitor appointments in UGA matters.

Attachment: IAA26747 Interagency 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: Complete

Budget Review: Complete

P.A. Review: Not Applicable

DIVISION: Not Applicable

Agenda Item No.: 3

Subject: Interagency agreement between the Administrative Office of the Courts (AOC) and Island County Superior Court regarding the Family and Juvenile Court Improvement Plan (FJCIP).

Description: The purpose of this agreement is to engage the services of the Court to improve and support family and juvenile court operations

Attachment: IAA26781 Interagency Agreement

Request: *(Check boxes that apply)*

☒ Move to Consent

☐ Move to Regular

☐ None/Informational

☐ Schedule a Public Hearing

☐ Signature Request

☐ Other: _____

IT Review: In process

Budget Review: In process

P.A. Review: In process

		COUNTY PROGRAM AGREEMENT Evidence Based Expansion		DCYF Agreement Number 2563-62550
This Program Agreement is by and between the State of Washington Department of Children, Youth & Families (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.				Administration or Division Agreement Number County Agreement Number
DCYF ADMINISTRATION Department of Children, Youth, and Families	DCYF DIVISION Children, Youth and Families	DCYF INDEX NUMBER 1222	DCYF CONTRACT CODE 2000CC-63	
DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist		DCYF CONTACT ADDRESS 1500 Jefferson Street SE Olympia, WA 98501		
DCYF CONTACT TELEPHONE (360)870-5727	DCYF CONTACT FAX Click here to enter text.		DCYF CONTACT E-MAIL karena.mcgovern@dcyf.wa.gov	
COUNTY NAME Island County	COUNTY ADDRESS 1 NE 7th ST Coupeville, WA 98239			
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME Megan Frazier			
COUNTY CONTACT TELEPHONE (360) 678-7929	COUNTY CONTACT FAX		COUNTY CONTACT E-MAIL m.frazier@islandcountywa.gov	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No			CFDA NUMBERS	
PROGRAM AGREEMENT START DATE 07/01/2025	PROGRAM AGREEMENT END DATE 06/30/2027		MAXIMUM PROGRAM AGREEMENT AMOUNT See Exhibit B	
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A: Evidence-Based Expansion Contract Term, Reimbursement Procedures, and Program Responsibilities; Exhibit B: Statement of Work; Exhibit C: Monthly Project Update Form; Exhibit D: Monthly Reimbursement Request Form; and Exhibit E: Quarterly Target Update Form.				
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.				
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S) Megan Frazier		DATE(S) SIGNED
DCYF SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED

County General Terms and Conditions

- 1. Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - a. "Agreement" means this Department of Children Youth & Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.
 - b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
 - c. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.
 - d. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).
 - e. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - f. "DCYF Contracts Department" means the Department of Children Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - g. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.
 - h. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - i. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - j. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
 - k. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.
 - l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
 - m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.

County General Terms and Conditions

- n. "Subcontract" means a separate Agreement between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.
- o. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
- p. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.
4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
6. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.
7. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.
8. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting

County General Terms and Conditions

all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for a resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

9. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
10. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
11. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.
12. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.

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13. Inspection. Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

14. Insurance. DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.

15. Maintenance of Records.

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

- a. Document performance of all acts required by law, regulation, or this Agreement;
- b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.

16. Nondiscrimination

a. Nondiscrimination Requirement

- (1) During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3).
- (2) In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

b. Obligation to Cooperate

Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. Default

- (1) Notwithstanding any provision to the contrary, DCYF may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3).
- (2) Any such suspension will remain in place until DCYF receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency.

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- (3) In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DCYF may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200.
- (4) Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach

- (1) Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW.
- (2) DCYF shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DCYF for default under this provision.

- 17. Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.
- 18. Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
 - a. Applicable federal and state of Washington statutes and regulations;
 - b. This Agreement;
 - c. The Program Agreement(s).
- 19. Ownership of Material.** Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.
- 20. Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.

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- 21. Subcontracting.** The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.
- 22. Subrecipients.**
- a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.
 - b. Single Audit Act Compliance. If the County is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:
 - (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

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- c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

23. Survivability. The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Disputes, Responsibility, Inspection, Maintenance of Records, Ownership of Material, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

24. Termination Due to Change in Funding, Agreement Renegotiation or Suspension.

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

- a. At DCYF's discretion, the Program Agreement may be renegotiated under the revised funding conditions.
- b. Upon no less than fifteen (15) calendar days' advance written notice to County, DCYF may suspend County's performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.
 - (3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.
- c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.

25. Termination for Convenience. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.

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26. Termination for Default.

- a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:
 - (1) Failed to meet or maintain any requirement for contracting with DCYF;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client's health or safety is in jeopardy.
- c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:
 - (1) Failed to meet or maintain any requirement for contracting with the County;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

27. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

- a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The County shall promptly deliver to the DCYF contact person (or to his or her successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession,

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including any material created under the Program Agreement. Upon failure to return DCYF property within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DCYF that is in the possession of the County pending return to DCYF.

- c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.
- d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

- 28. Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
- 29. Title to Property.** Title to all property purchased or furnished by DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.
- 30. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

EXHIBIT A**Evidence-Based Expansion Contract Term, Reimbursement Procedures,
and Program Responsibilities****1. Contract Purpose**

The purpose of this Agreement is to fund and support the program services described in the attached Statement of Work. The contract term begins July 1, 2025, and expires June 30, 2027.

2. Funding

As of July 1, 2025, the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2026-2027.

If by July 1, 2025, the County does not have a completed written application for funding approved by JR and signed by both parties, JR will temporarily reimburse the county according to the rates from the EBE Contract SFY 2024-2025 (DCYF Contract No. 2363-48865) until September 1, 2025 to provide for continuity of services.

Once the County's application is signed and approved, the SFY 2026-2027 funding rate shall apply retroactively to July 1, 2025, and the County is responsible for adjusting its expenditures during the remainder of the agreement term to account for any discrepancies.

If the County has not properly accounted for the difference between the two rates by April 30, 2026, JR may adjust the amount reimbursed to the County for the final two months of the agreement to account for these discrepancies.

3. Statement of Work

As of July 1, 2025, the County is responsible for adhering to the requirements described in [Exhibit B: Statement of Work - Evidence Based Expansion](#).

If by July 1, 2025, the County does not have a completed written application for funding approved by JR and signed by both parties, the statements of work from the EBE Contract SFY 2024-2025 shall apply to all work performed under this agreement until September 1, 2025 to provide for continuity of services.

Once the County's application is signed and approved, the County shall be responsible for providing services in accordance with the SFY 2026-2027 Statement of Work from that date forward.

4. Late Applications

If the County does not have a complete written application for funding approved by JR and signed by both parties by September 1, 2025, JR may discontinue reimbursement until the application is completed and approved.

EXHIBIT B

STATEMENT OF WORK

Evidence Based Expansion

1. Definitions

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "Client" means any child or adult who is authorized services by DCYF.
- b. "County" means the Contractor.
- c. "DCYF" means the Department of Children, Youth, and Families.
- d. "JR means Juvenile Rehabilitation, a program under DCYF.
- e. "JR Bulletins/Policies" means the JR Administrative Policies, which direct JR expectations.
- f. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
- g. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time that is the result of the person's regularly scheduled activities or work duties.

2. Purpose

As mandated by the Washington State Legislature, the purpose of this Contract is to provide funding to expand evidence based treatment and training programs administered by local juvenile courts. The expanded programs include:

- Functional Family Therapy (FFT);
- Multi-Systemic Therapy (MST);
- Coordination of Services (COS);
- Education and Employment Training (EET); and
- Effective Community-Based Programs (ECBP).

3. General Requirements

Upon approval of the County Juvenile Court's Approved Evidence Based Expansion Application Response, the County Juvenile Court shall:

- a. Provide projects and services in compliance with the County Juvenile Court's Approved Evidence Based Expansion Application Response to the Rehabilitation Administration's Juvenile Rehabilitation (JR) Evidence Based Expansion Solicitation;
- b. Administer a Washington State Juvenile Court prescreen or full risk assessment to participating youth. Youth who are moderate to high risk on the prescreen assessment must receive a full assessment. All moderate to high risk youth must receive a reassessment at the end of probation, in accordance with the timeline specified in the County Juvenile Court's Approved Evidence Based Application Response; and
- c. Ensure compliance with existing Community Juvenile Accountability Act (CJAA) State Quality

Assurance Programs for the following programs: Functional Family Therapy; Multi-systemic Therapy, Coordination of Services; and Education and Employment Training.

4. Intervention Programs

- a. Functional Family Therapy, Multi-systemic Therapy, Coordination of Services, and Education and Employment Training.
- b. The County Juvenile Court must serve the number of youth at the cost budgeted and as detailed in the County Juvenile Court's Approved Evidence Based Application Response. If the County Juvenile Court anticipates a deviation from any aspect of its Application Response, it must submit a written request for prior approval to the JR Juvenile Court Treatment Programs Administrator. Service delivery must be based on and adhere to the following specifications:

(1) For Functional Family Therapy (FFT):

- (a) General precepts/practices contained in FFT, LLC Initial 3-Day Training;
- (b) Assessment/Reporting Standards contained in FFT, LLC 1-Day Systems Training;
- (c) Clinical feedback from FFT LLC in on-going consultation and site visits;
- (d) Feedback from designated FFT statewide Quality Assurance Administrator in on-going consultation and site visits; and
- (e) Precepts/practices of FFT contained in Blueprints for Violence Prevention.
- (f) FFT Project Quality Assurance & Quality Improvement Plan, which includes the Therapist Standards and Clinical Supervisors Standards;
- (g) General precepts/practices contained in FFT, LLC Clinical Training Series (Initial and 3 Follow Ups), annual booster training, consultations and clinical oversight; and
- (h) Any subcontracts providing FFT must adhere to the FFT Project Standards for model fidelity.

(2) For Multi-systemic Therapy (MST):

- (a) Precepts/practices of MST contained in Blueprints for Violence Prevention; and
- (b) General precepts/practices contained in training, consultation, and clinical oversight as overseen by MST Services.

(3) For Coordination of Services (COS):

- (a) Precepts and practices contained in Coordination of Services Statewide Manual;
- (b) General Precepts and practices contained in the Coordination of Services initial training; and
- (c) Precepts and practices contained in the Statewide COS Quality Assurance Plan.

(4) Employment Education and Training (EET):

- (a) General precepts and practices contained in the EET Statewide Manual; and
- (b) Feedback from designated EET statewide Quality Assurance Specialist in on-going

consultation and site visits.

- (c) General precepts and practices contained in the EET Statewide Job Readiness Training Curriculum;
- (d) Precepts and practices contained in the Statewide EET Quality Assurance Plan; and
- (e) General Precepts and practices contained in the EET initial training

(5) Effective Community-Based Programs

- (a) All Courts must be in compliance with the documentation in the Effective Community-Based Program Application.

c. For the interventions listed above, the Juvenile Court shall comply with:

- (1) [The Washington State Institute for Public Policy \(WSIPP\) evaluation design for CJAA \(see CJAA: Program Evaluation Design, WSIPP November 1998\). WSIPP will evaluate recidivism effects as well as the costs and benefits of the programs. The County Juvenile Court shall participate with all parties to ensure effective program evaluation.](#)
- (2) [RCW 13.40.500 through 13.40.550](#) which requires County Juvenile Courts to collect the name, date of birth, gender, social security number, and Juvenile Information System (JUVIS) number for each juvenile enrolled in the Evidence Based Expansion Program (EBP).

5. Performance-Based Contracting Implementation

DCYF is strategically implementing quality and outcome performance measures in contracts that provide services to children and families as required by House Bill 1661. The purpose of this change is to help achieve DCYF's long-term outcome goals, with a focus on building partnerships, using data to learn and improve, and advancing racial equity.

a. DCYF Outcome Goals supported by Juvenile Courts' EBPs include:

- (1) Parents and caregivers are supported to meet the needs of children and youth;
- (2) Youth school engagement;
- (3) High school graduation; and
- (4) Youth mental/behavioral health.

b. The quality measures below only apply to Juvenile Court EBP's which are further described in this Statement of Work.

- (1) The Contractor shall participate in ongoing reporting, monitoring, and discussion with DCYF for the following performance metrics:

Evidence-Based Program Quality Assurance – Coordination of Services (COS)

Goal	All EBPs implemented in juvenile courts must meet established quality assurance standards.
Metric	COS quality assurance standards include fidelity and competency rating standards for the Manager/Facilitator/Coordinator (MFC).

	MFC has a fidelity rating of NA, and a competency rating of NA
Target	COS MFC has a fidelity rating 2.0, and a competency rating of 2.0
Reporting Requirement	The statewide COS Quality Assurance Specialist will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Evidence-Based Program Quality Assurance – Functional Family Therapy (FFT)

Goal	All EBP service providers in juvenile courts must meet established quality assurance standards.
Metric	FFT quality assurance standards include fidelity and competency rating standards. 1 FFT therapists are providing services, and 1 have a dissemination adherence rating of 4.0, and 1 have a fidelity rating of 3.0. All FFT therapists have a combined average dissemination adherence rating of 5.8, and a fidelity rating of 4.4.
Target	All FFT therapists have a dissemination adherence rating of 4.0, and a fidelity rating of 3.0; All FFT therapists have a combined average dissemination adherence rating of 4.0, and a fidelity rating of 3.0.
Reporting Requirement	The statewide FFT Quality Assurance Specialist will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Evidence-Based Program Completion Rates

Goal	Increase EBP completion rates from established baseline levels.
Metric	Successful EBP completions provide an early indication of success, and continuous improvement is the goal. Based on a three-year average (SFY22-24), the following are the established baseline program completion rates for your court: COS: 100.0%; FFT: 72.2%
Target	Statewide Averages: COS: 94.6%; FFT: 66.5% All courts that are below the statewide program completion rate average for an EBP will show annual incremental improvement. If a court is at or above the statewide program completion rate average for an EBP, annual incremental improvement is still desired.

Reporting Requirement	The Administrative Office of the Courts (AOC) will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

6. Consideration

The maximum consideration for the Evidenced Based Expansion program for SFY26-27 is identified in the “Juvenile Court Evidence Based Expansion Funding Awards SFY26-27” list, incorporated by reference below in Section 11 of this Statement of Work.

- a. Under expenditures in SFY26 may not be carried forward to the subsequent fiscal year. A revenue sharing process may be made available during the latter part of SFY26 and SFY27 for all counties participating in Evidence Based Expansion contracts, provided funding is available.
- b. The full list of priorities is detailed in the “County Juvenile Court’s Washington State Juvenile Court Evidence Based Expansion Application”. County Juvenile Courts shall submit the JR provided “Revenue Sharing Requests/Returns Form” to the JR Juvenile Court Treatment Programs Administrator no later than May 15th of each fiscal year. Late submittals shall not be considered, unless otherwise mutually agreed upon. Revenue sharing increases and decreases will be awarded by distribution of a revised “Juvenile Court Evidence Based Expansion Funding Awards SFY26-27 list. The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature.”
- c. JR will review utilization by January 1st each fiscal year. If the County Juvenile Court has significantly exceeded their proposed cost per participant as detailed in their “County Juvenile Court’s Washington State Juvenile Court Evidence Based Expansion Application”, the Juvenile Court Treatment Programs Administrator and CJAA Advisory Committee shall intervene and develop a work plan with the County Juvenile Court to maintain compliance with their proposed cost per participant.
- d. The cost per participant is determined in the “County Juvenile Court’s Washington State Juvenile Court Evidence Based Expansion Application”, incorporated herein by reference.”
- e. Reimbursable costs include staff salaries, staff benefits, training, fees, quality assurance where appropriate, and local expenditures on administration.
- f. Reimbursement for administrative and equipment costs shall not exceed 15% of the original annual allotment. Administrative costs include discrete, assignable activities and cost necessary for overall management and support of a program.

7. Payment and Billing

- a. DCYF shall pay the County upon acceptance by DCYF of a properly completed Invoice Voucher (A-19), or other JR pre-approved invoice document, and the required monthly project forms. JR retains the right to withhold payment for incomplete or delinquent reimbursement packages.

- b. The following Deliverables must be attached with the Invoice Voucher (A-19) and completed before payment will be made by JR:
 - (1) Monthly Project Update Form. Use Exhibit C – Monthly Project Update Form. Submit a separate Update Form for each intervention program (FFT, MST, COS, EET, and ECBP);
 - (2) Monthly Reimbursement Request Form. Use Exhibit D – Monthly Reimbursement Request Form. Submit a separate Update Form for each intervention program (FFT, MST, COS, EET, and ECBP);
 - (3) Quarterly Target Update Form. Use Exhibit E – Quarterly Target Update Form. Submit a separate Target Update Form for each intervention program (FFT, MST, COS, EET and ECBP) to JR within 15 days following each fiscal quarter being reported on. This form does not need to be submitted with the monthly Invoice Voucher (A-19);
 - (4) Quarterly Outcome Data for Effective Community-Based Programs. Submit quarterly outcome data as approved in the Effective Community-Based Application. The data does not need to be submitted with the monthly Invoice Voucher (A-19); and
 - (5) Completed Monthly Business Intelligence Tool (BIT) EBP Summary Report.
- c. The County Juvenile Court agrees to accept payment as outlined in this Billing and Payment Section of the Contract as total and complete remuneration for services provided to offenders under this Contract. This does not preclude the County from seeking other funding sources. No indirect costs are allowed.
- d. The County Juvenile Court shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this Contract.
- e. Under no circumstance shall the County Juvenile Court bill twice for the same services.
- f. The County Juvenile Court shall maintain backup documentation of all costs billed under this Contract.
- g. Stop Payment. If reports required under this Contract are delinquent, JR may stop payment to the County Juvenile Court until such required reports are submitted to JR.

8. County Compliance

a. Subcontractors

If the County Juvenile Court utilizes subcontractors for the provision of services under this Contract, the County Juvenile Court must notify the JR Juvenile Court Treatment Programs Administrator in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County Juvenile Court for any breach of performance.

b. Other Provisions

The County Juvenile Court shall comply with the following other provisions for all services provided under this Contract.

(1) Background Check/Criminal History

- (a) This requirement applies to any employees, volunteers and subcontractors who may have

unsupervised access to children served under this Contract.

- (b) In accordance with Chapters 110-700 WAC (JR -Practices & Procedures), 72.05 RCW (Children & Youth Services), and by the terms of this contract, the County and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JR approved criminal history and background check. In addition, the County, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JR approved criminal history and background check.
- (c) By execution of this contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:
 - i. Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
 - ii. Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or
 - iii. Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).
- (d) Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

(2) Sexual Misconduct

- (a) Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a Contractor and an offender has occurred, the Secretary shall require the employee of a Contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.
- (b) By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).
- (c) In addition, the Secretary shall disqualify for employment with a Contractor in any position with access to an offender, any person:
 - i. Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
 - ii. Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender
- (d) If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The Contract shall not be renewed unless the Secretary determines significant progress has been made.

9. Compliance with JR Policies and Standards

- a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all DCYF and JR Rules and Policies as applicable to the services provided.
- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

10. Monitoring

The County shall assist the JR to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

11. Items Incorporated by Reference

- a. [RCW 13.40.500 – 13.40.550](#);
- b. [Juvenile Disposition Sentencing Standards](#);
- c. [Evidence-Based Public Policy Options to Reduce Future Prison Construction \(October 2006\)](#);
- d. [Providing Evidence-Based Programs with Fidelity in Washington State Juvenile Courts: Cost Analysis](#); and
- e. The County's SFY 2026-2027 Washington State Juvenile Court Evidence Based Expansion Application.

12. JR Program Contact Information

The primary program contact for this Contract for DCYF shall be:

Robert Leonard
Program Administrator
Juvenile Rehabilitation
1500 Jefferson St. SE
Olympia, WA 98504-4570
206.639.6009
Robert.Leonard@dcyf.wa.gov

EXHIBIT C

Juvenile Court Evidence Based Expansion
MONTHLY PROJECT UPDATE FORM SFY26-27

The following information must be submitted on the Monthly Project Update Form, as provided by JR, for each type of intervention (FFT, MST, COS, EET, and ECBP) and attached to an Invoice Voucher Form A-19 when submitting requests for payment to JR:

- a. County Name
- b. Month/Year of Service
- c. The court's projected number of youth who will start the program for the current fiscal year
- d. The number of youth who started the program during this month (Youth shall only be counted as a starter one time per evidence based program per probation obligation)
- e. The total number of youth who started the program since the beginning of the current fiscal year
- f. The number of youth who have successfully completed the program during this month
- g. The number of youth who have successfully completed the program since the beginning of the current fiscal year
- h. The total number of youth who are still active in the program and have not completed as of the end of this month
- i. The Total Reimbursement for the program since the beginning of the current fiscal year
- j. The County's current cost per youth for the program
- k. Program Comments (include barriers to getting youth to start the programs and/or any opportunities to expand the programs)

EXHIBIT D

Juvenile Court Evidence Based Expansion
MONTHLY REIMBURSEMENT REQUEST FORM SFY26-27

Attach completed Form(s) to an Invoice Voucher Form (A-19) when submitting requests for payment to JR. Note: Complete a separate MONTHLY REIMBURSEMENT REQUEST FORM for each type of intervention (FFT, MST, COS, EET, and ECBP).

COUNTY	MONTH/YEAR	INTERVENTION PROGRAM (FFT, MST, ETC.)
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COSTS THIS MONTH

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<u>Administrative (not to exceed 15%)</u>	\$ _____
TOTAL COST	\$ _____

EXHIBIT E

Juvenile Court Evidence Based Expansion
QUARTERLY TARGET UPDATE FORM SFY26-27

Submit completed Form(s) to JR within 15 days following each fiscal quarter being reported on. Note: Complete a separate QUARTERLY TARGET UPDATE FORM for each type of intervention (FFT, MST, COS, EET, and ECBP).

COUNTY	QUARTER	YEAR	INTERVENTION PROGRAM (FFT, MST, ETC.)
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PROPOSED QUARTERLY TARGETS

FIRST QUARTER: JUL – SEP	SECOND QUARTER: OCT – DEC	THIRD QUARTER: JAN – MAR	FOURTH QUARTER: APR – JUN
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ACTUAL QUATERLY TARGETS

1. _____	is the number of youth who <i>participated</i> in the project for the quarter being reported.
2. _____	is the number of youth who <i>completed</i> the project for the quarter being reported.

BARRIERS/ISSUES TO MEETING QUARTERLY PARTICIPATION

--

IDENTIFIED OPPORTUNITIES TO EXPAND PARTICIPATION

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**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
IAA26747
AND
ISLAND COUNTY SUPERIOR COURT
REGARDING
THE UNIFORM GUARDIANSHIP, CONSERVATORSHIP AND OTHER PROTECTIVE
ARRANGEMENTS ACT (UGA)**

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency," and Island County Superior Court, referred to as "Court or Agency". The AOC and the Agency may be referred to individually as a "Party" and collectively as the "Parties".

2. PURPOSE

The purpose of this Agreement is to authorize the AOC to reimburse the Court for those costs associated with attorney appointments and court visitor appointments made pursuant to the Uniform Guardianship, Conservatorship and Other Protective Arrangements Act ("UGA"), Chapter 11.130 RCW.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. DEFINITION

"UGA appointment services" means attorney appointments and court visitor appointments made pursuant to Chapter 11.130 RCW where the appointment is at public expense pursuant to Chapter 11.130 RCW.

4. STATEMENT OF WORK

The Court:

- a. Will ensure that the funding under this Agreement is used only for reimbursement of costs paid to attorneys appointed for a minor, parent or an adult, or for court visitor appointments for a minor or an adult pursuant to Chapter 11.130 RCW. The AOC will not reimburse the Court for any other services, including but not limited to: guardians ad litem, interpreters, judicial officer time, administrative costs (overhead or indirect), court staff time, etc. The AOC will not pay in advance for services provided under this Agreement.
- b. Will provide a completed checklist in a format provided by the AOC with each reimbursement request. The Court additionally agrees to provide supporting documentation with the reimbursement request as required by AOC.
- c. May elect to pay for UGA appointment services that are not in accordance with the provisions of this Agreement; however, the AOC will not reimburse the Court for such payments.

5. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2025, and end on June 30, 2026, unless terminated sooner or extended, as provided herein.

6. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed \$22,789.00 for payments made for services provided during the period from July 1, 2025, through June 30, 2026, related to the purpose of this agreement. Any reimbursement claim submitted for UGA appointment services provided after June 30, 2026 will be denied.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

7. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices via email on an A19 form to AOC Program Manager. Incorrect or incomplete A19s shall be returned by AOC to the Agency for correction or reissuance. All A19s shall provide and itemize, at a minimum, the following:

- Contract Number IAA26747
- Agency name, address and phone number
- Description of Reimbursement
 - Billing reports from attorneys and court visitors whose costs are being reimbursed, including services dates with hours billed and services provided; and,
 - Payment documents from the Court indicating case number amount and date of payment, and payee.

- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. REVENUE SHARING

- The Court must report to the AOC any surplus for revenue sharing and request revenue sharing by timely submitting all completed Invoices on a monthly or bi-monthly basis, and in any event no later than October 31, 2026. The AOC may initiate the revenue sharing process if monies are available.
- The AOC will notify the Court no later than November 30, 2026 that the AOC intends to redistribute funding among the courts participating in the program, pursuant to the program's appropriation language. The AOC may increase the total value of the Agreement if additional funds are available or reduce the Agreement amount based on actual expenses incurred by the Court through submitted Invoices and supporting documentation.
- The Court must submit the final revenue sharing A-19 to AOC Program Manager no later than October 31, 2026. The revenue sharing process must be completed by December 31, 2026 which will be communicated via unilateral amendment to the agreement.

9. AGREEMENT MANAGEMENT

The Program Manager and Agency Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Agency Program Manager
Kay King Project Manager PO Box 41170 Olympia, WA 98504-1170 Kay.King@courts.wa.gov (360) 704-1941	Megan Frazier Superior Court Administrator PO Box 5000 Coupeville, WA 98239-5000 m.frazier@islandcountywa.gov (360) 678-7929

10. RECORDS, DOCUMENTS, AND REPORTS

- a. 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 contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Court will retain all books, records, documents, and other material relevant to this contract as required a minimum of six (6) years after final expiration or termination to the agreement or as otherwise specified and make them available for inspection by persons authorized under this provision.
- b. It is the policy of the Administrative Office of the Courts to facilitate access to its administrative public records. This Agreement and related records are subject to disclosure under [General Court Rule 31.1](#). For additional information, please contact the AOC [Public Records Officer](#).

11. RIGHTS IN DATA

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

12. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

13. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County and those two appointed members

will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

14. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto, except in revenue sharing procedures where AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. 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.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. 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.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Agency 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.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior

written notification. Upon such termination, 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 such termination.

- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Agency. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. 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.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

**Island County Superior Court
UGA**

Signature *Date*

Signature *Date*

Christopher Stanley, CGFM

Name

Megan Frazier

Name

Chief Financial & Management Officer

Title

Superior Court Administrator

Title



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AGREEMENT # IAA26781
AND
ISLAND COUNTY SUPERIOR COURT
FOR THE SUPPORT OF
FAMILY AND JUVENILE COURT IMPROVEMENT PLAN (FJCIP)**

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency," and Island County Superior Court, referred to as "Court or Agency".

2. 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.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

- a. The Court will:
 - i. Assign a Chief Judge for the family and juvenile court for a minimum term of two (2) years.
 - ii. 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.
 - iii. 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 RCW2.56.230.
 - iv. 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.
 - v. 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.
 - vi. Submit a spending plan detailing the intended use of funds received under this agreement to AOC by September 30, 2025.
 - vii. 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, 2026.
 - viii. Submit a report comparing all actual expenditures for the period of July 1, 2025 to June 30, 2026 with the contract budget to AOC by July 15, 2026.
- 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, 2025 and March 1, 2026.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2025, and end on June 30, 2026, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed **\$60,588.00** for payments made during the period from July 1, 2025, through June 30, 2025, related to the purpose of this agreement.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

Distribution of the total contract amount will be as follows:

- 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.
- b. Four thousand dollars (**\$4,000**) will be allocated to an **in-person cross-system retreat** to engage local dependency court partners in one or more of the following

areas: acquiring new skills, addressing court culture, building cross-system collaboration, or changing practice; all with a shared goal of improving outcomes for children, families and the professionals who support them.

Funding priority under this contract shall be for an in-person cross-system retreat, excess funding may be utilized for additional in-person training events. The funding may cover in-person meals, venue expenses, supplies, and speaker or facilitator fees.

- c. Two hundred and fifty dollars (**\$250**) will be allocated to family engagement activities, projects, supplies, and event costs to support family reunification celebrations supported by the engagement of FJCIP Judicial Officers with parents who have been reunified with their children. The funding may cover in person meals or snacks, venue expenses, supplies, costs for activities, certificates, signage, marketing and printing fees of written family resources.

6. ALLOWABLE AND NON-ALLOWABLE EXPENSES:

- a. Funds utilized under this agreement for meals or lodging may not exceed authorized Washington rates.
- b. Not reimbursable are gift cards or items considered gifts.

7. INVOICES; BILLING; PAYMENT

The Agency will submit properly prepared itemized invoices via email on an A19 form to AOC Program Manager at Rosalynn.Guillen@courts.wa.gov. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19s shall be returned by AOC to the Agency for correction or reissuance. All A19s shall provide and itemize, at a minimum, the following:

- Agreement Number IAA26781
- Agency name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) and any supporting documentation
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. REVENUE SHARING

- a. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court via unilateral amendment to the agreement no later than May 1, 2026 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all funds available under the Agreement, then AOC may reduce the

Agreement amount. If AOC determines the Court may spend more funds 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 Rosalynn.Guillen@courts.wa.gov between July 12, 2026 and August 1, 2026.

9. AGREEMENT MANAGEMENT

The Program Manager and Agency Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Agency Program Manager
Rosalynn Guillen PO Box 41170 Olympia, WA 98504-1170 Rosalynn.Guillen@courts.wa.gov (360) 972 5150	Megan Frazier PO Box 5000 Coupeville, WA 98239-5000 m.frazier@islandcountywa.gov (360) 679-7325

10. RECORDS, DOCUMENTS, AND REPORTS

- a. 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 contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Court will retain all books, records, documents, and other material relevant to this contract for six (6) years after expiration and make them available for inspection by persons authorized this provision.
- b. It is the policy of the Administrative Office of the Courts to facilitate access to administrative records. This Agreement and related records are subject to disclosure under [General Court Rule 31.1](#). For additional information, please contact the AOC [public records officer](#).

11. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets,

advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

12. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

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14. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto. In revenue sharing procedures AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. 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.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and

performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. 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.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.

- n. Right of Inspection. The Agency 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.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, 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 such termination.
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Agency. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume

performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.

- t. 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.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

**Island County Superior Court
FJCIP**

Signature *Date*

Signature *Date*

Name

Megan Frazier

Name

Title

Title



ISLAND COUNTY PUBLIC HEALTH

WORK SESSION AGENDA

MEETING DATE: 7/2/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Shawn Morris, Director

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: Social Media and Communications Agreement with Blueprint Agencies Amendment #3

Description: An amendment to the Social Media and Communications Agreement with Blueprint Agencies to provide Public Health and Human Services with communications support. The 3rd amendment renews the contract for another 6 months for an additional \$40,000 in funds.

Attachment: Executive Summary, Agreement

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Complete

P.A. Review: Complete

DIVISION: Administrative

Agenda Item No.: 2

Subject: Spanish Engagement Services with Vibrand Media LLC Amendment #2

Description: An Amendment to the Engagement Agreement with Vibrand Media to provide Hispanic engagement services. This second amendment renews the contract for another 6 months for an additional \$20,000 in funds.

Attachment: Executive Summary, Agreement

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Complete

P.A. Review: Complete

Social Media and Communications Agreement with Blueprint Agencies Amendment #3 Executive Summary <i>July 2, 2025</i>	
Summary	<p>This executive summary outlines the value and returns on investment from our communications contract with Blueprint Agencies and recommends the approval of a contract extension for six (6) months.</p> <ul style="list-style-type: none"> • For Blueprint Agencies, this amendment extends the agreement to December 2025 and allocates an additional \$40,000 to continue this essential work. • All funding is provided by Foundational Public Health Services (FPHS) Communications, which must be allocated for public health communications efforts.
Strategic Alignment	<p>Clear, accessible, and timely communication is a foundational public health capacity, as outlined by the Centers for Disease Control and Prevention (CDC) framework. This partnership directly supports the essential public health service of "communicating effectively to inform, educate, and empower people about health issues."</p> <p>By leveraging the expertise of Blueprint Agencies, we ensure that Island County residents receive credible and accessible information, which is foundational to building public trust and promoting health equity and outcomes.</p>
Performance Metrics	<p>This contract provides comprehensive communications support for Island County Public Health and Human Services, with capacity to provide occasional support for the Department of Emergency Management and Planning and Community Development. Key deliverables and performance highlights include:</p> <ul style="list-style-type: none"> • Social Media Outreach: January 2025 – June 2025 <ul style="list-style-type: none"> ○ Total Social Media Reach: 20,732 through Facebook; 3,669 through Instagram ○ Total Posts Developed: 160 through Facebook; 153 through Instagram • Content and Materials Development: <ul style="list-style-type: none"> ○ Accessible CHA Report from provided presentation ○ Public Health 2023-2024 Impact Report ○ Seawater Intrusion One-pager ○ General Public Health Brochure ○ Shore Friendly Pass Along Cards for Native Plants ○ Shore Friendly Pass Along Card for Home Relocation ○ Health Matters Newsletter

	<ul style="list-style-type: none"> ○ Print Ads for Social Media Uptake ○ Car Seat Safety Brochure ○ Shore Friendly Armoring Brochure <ul style="list-style-type: none"> ● Internal Capacity Building: <ul style="list-style-type: none"> ○ Developing social media kits and outreach templates for staff use and providing direct training to build long-term capacity. ○ 3 training sessions on Canva use, Canva templates, and Social Media Posting as well as training on ADA compliance in Social Media.
Community Value and Health Equity	A core value of this partnership is making vital information accessible to all residents. Blueprint Agencies has been tasked with creating targeted public awareness campaigns and educational materials for key populations, including low-income families and those facing challenges with social drivers of health.
Recommendation	<p>The communications services provided by Blueprint Agencies are essential to our mission. The partnership has demonstrably increased our reach, improved public understanding of health and human services issues, and built a stronger foundation for community health by strengthening health literacy.</p> <p>We recommend the approval of the contract extension with Blueprint Agencies to continue these services through July 1, 2026. This investment is essential for maintaining transparent, effective, and equitable communication with the Island County community.</p>

PURCHASE TO PROVIDE SOCIAL MEDIA AND COMMUNICATIONS SERVICES BETWEEN ISLAND COUNTY AND BLUEPRINT AGENCIES

Amendment #3

1. **PURPOSE:** The purpose of this agreement is for Blueprint Agencies to provide social media and communications engagement services in support of Public Health and Human Services programs in Island County. This amendment extends the time period to December 31st, 2025, and adds an additional \$40,000 in funding. **Amendments are in red.**

2. RESPONSIBILITIES:

Island County will:

- A. **Provide a funding amount of \$40,000 for the period of performance.**
- B. Have Island County staff provide topics and materials of interest, and collaborate with Blueprint Agencies on monthly campaigns and ad-hoc media projects.
- C. Allocate staff time for the Island County Public Health Leadership to assist in developing social media strategies. and maintain the review procedure and approval process.
- D. Provide access to Meta, Nextdoor, and Canva accounts for Blueprint to use.

Blueprint Agencies will:

- A. Develop a **social media strategy**, including:
 - i. Define target audience and demographics for public health messaging.
 - ii. **Create an updated comprehensive social media strategy for 2025-2026** aligned with public health goals, in coordination with Island County Communications Manager.
 - iii. Liaise with the Public Health Leadership Team to engage with the public and garner an enhanced understanding of our Island residents' preferences when it comes to ways of accessing information.
 - iv. Develop a content calendar for regular posting.
- B. **Create and post content.** This includes:
 - i. Creating engaging and informative social media content related to services and programs, working collaboratively with subject matter experts and County leadership.
 - ii. Transforming research/studies into mass distribution material such as infographics, dynamic posts, and easily digestible media.
 - iii. Ensure regular and timely posting across various social media platforms.
 - iv. Monitor comments and inquiries on social media platforms and coordinate with staff and Island County Communications Manager on appropriate escalation review.
 - v. **Compile a series of social media kits for staff to use, including physical and digital copy templates.**
- C. Coordinate with Local Health Partners:
 - i. Collaborate with local health partners alongside Island County Public Health to promote joint services and events.
 - ii. Develop shared campaigns with local health agencies and community organizations.
- D. Public Outreach and Awareness Campaigns:

- i. Develop and execute public health awareness campaigns using social media platforms.
 - ii. Create and promote educational materials and resources through social media channels.
 - iii. Utilize social media advertising to target specific populations based on the needs of a specific program, including low-income populations, Hispanic/Latino communities, and people experiencing challenges accessing social drivers of health. Work with the Assessment team and program management to identify target populations for different campaigns.
- E. Training and Capacity Building:
 - i. Provide training to subject matter staff on social media best practices and strategies.
 - ii. Build the capacity of Island County Public Health and Human Services to continue effective social media engagement independently.
- F. Monitoring and Reporting:
 - i. Monitor the performance of social media campaigns and adjust strategies as needed.
 - ii. Provide regular **monthly** reports on social media engagement metrics and outcomes.
 - iii. **Identify key performance indicators (KPIs)** to measure the success of the social media engagement, including: Increased website and form traffic, directed from social media sources and positive engagement such as shares, likes, peer-to-peer discussion, and open inquiry.
- G. Website Audit and Design
 - i. **Audit the user experience of Public Health and Human Services webpages.**
 - ii. **Provide feedback on enhancing user experience and accessibility.**
 - iii. **Together with Public Health staff, assist in implementing key changes to improve website use.**
 - iv. **Assist with the Thrive Island County web-based app project to further improve access to community health resources.**
- H. Comply with all applicable Federal and State requirements that govern this agreement.

3. **TERM OF AGREEMENT:** The start date of this amended agreement is July 1st, 2025 therefore, the start date of this agreement has been established as of that date, and shall be in effect through December 31st, 2026.
4. **EXTENSION:** The duration of this agreement may be extended by mutual, written consent of the parties.
5. **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 representative shall be:

Melissa Overbury-Howland – M.Overbury-Howland@islandcountywa.gov

Island County Public Health

1 NE 6th ST, Coupeville WA 98239

(360) 914-0837

BLUEPRINT AGENCIES representative(s) shall be:

Cecily Doyle - cecily@blueprintagencies.com

34 Water Street N, Suite 102

Cambridge Ontario

N1R3B1

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: BLUEPRINT AGENCIES 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:

Commissioner Bacon, Chair, Island County Board of County Commissioners Date

BLUEPRINT AGENCIES:

Cecily Doyle, President, Blueprint Agencies Date

AGENCY INFORMATION:

Island County: 1 NE 6th ST, Coupeville, WA 98239

Blueprint: 34 Water Street N, Suite 102, Cambridge, Ontario, N1R3B1

Exhibit A

I. INDEMNIFICATION

To the fullest extent permitted by law, BLUEPRINT AGENCIES 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. BLUEPRINT AGENCIES’ obligation to indemnify, defend, and hold harmless includes any claim by BLUEPRINT AGENCIES agents, employees, representatives, or any subcontractor to its employees.

BLUEPRINT AGENCIES expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to BLUEPRINT AGENCIES or any subcontractor’s performance or failure to perform the agreement. BLUEPRINT AGENCIES’ 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 the commencement of services under this agreement, BLUEPRINT AGENCIES 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. BLUEPRINT AGENCIES shall maintain at BLUEPRINT AGENCIES’ sole expense unless otherwise stipulated, the following insurance coverages, insuring BLUEPRINT AGENCIES employees, agents, designees, and indemnities as required herein:

1. BLUEPRINT AGENCIES shall not commence work under this agreement until BLUEPRINT AGENCIES 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 compensation to be maintained by BLUEPRINT AGENCIES 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. BLUEPRINT AGENCIES 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 in excess of the Agency’s insurance and shall not contribute to it.
3. BLUEPRINT AGENCIES 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 BLUEPRINT AGENCIES 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 BLUEPRINT AGENCIES or by anyone directly employed by or contracting with BLUEPRINT AGENCIES.

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 The BLUEPRINT AGENCIES 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. BLUEPRINT AGENCIES 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 BLUEPRINT AGENCIES from claims which may arise from the performance of this agreement, whether such operations be by BLUEPRINT AGENCIES or by anyone directly or indirectly employed by BLUEPRINT AGENCIES. 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. BLUEPRINT AGENCIES shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. BLUEPRINT AGENCIES 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, BLUEPRINT AGENCIES 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 BLUEPRINT AGENCIES against the County. This waiver is mutually negotiated by the parties to this Agreement.
9. Professional Liability Insurance - Prior to the start of work, BLUEPRINT AGENCIES 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 from coverage shall be maintained by BLUEPRINT AGENCIES for a minimum of three (3) years following the termination of this agreement, and BLUEPRINT AGENCIES shall annually provide the County with proof of renewal.
10. Subcontractors - BLUEPRINT AGENCIES shall include all subcontractors as insured 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.**

	ISLAND COUNTY INFORMATION SHEET			
Originating Department:		Public Health		
Division/Program: <i>(i.e. Dept. Division and Program)</i>		Public Health Administration		
Agreement or Grant Administrator:		Shawn Morris		
Agency Name:		Island County		
Is this a New agreement? Yes	If not, is this an Amendment or Renewal to an Existing agreement?		Yes	No
Agreement Amount	Up to \$36,000 per period of performance.			
Amended Amount				
Total Amount	\$36,000			
Summary of Scope	To provide social media services to Public Health and Human Services			
Term of agreement	6 months			
Start Date	01/1/2024	Expiration Date	06/30/2024	

PURCHASE TO PROVIDE SERVICES BETWEEN ISLAND COUNTY AND BLUEPRINT AGENCIES

1. **PURPOSE:** The purpose of this agreement is for Blueprint Agencies to provide social media engagement services in support of Public Health and Human Services programs in Island County.

2. **RESPONSIBILITIES:**

Island County will:

- A. Provide the stated funding amount.
- B. Have Island County staff provide topics and materials of interest, and collaborate with Blueprint Agencies on timely responses with the public.
- C. Allocate staff time for the Island County Communications Manager to assist in developing social media strategies, as well as department leadership as assigned. Collaboratively develop a review procedure and approval process.

Blueprint Agencies will:

- A. Develop a social media strategy, including:
 - i. Define target audience and demographics for public health messaging.
 - ii. Create a comprehensive social media strategy aligned with public health goals, in coordination with Island County Communications Manager.
 - iii. Liaise with our Assessment team to engage with the public and garner an enhanced understanding of our Island resident preferences when it comes to ways of accessing information.
 - iv. Develop a content calendar for regular posting.
 - v. Identify key performance indicators (KPIs) to measure the success of the social media engagement, including: Increased website and forms traffic, directed from social media sources and positive engagement such as shares, likes, peer-to-peer discussion, and open inquiry.
- B. Create and post content. This includes:
 - i. Creating engaging and informative social media content related to services and programs, working collaboratively with subject matter experts and County leadership.
 - ii. Transforming research/studies into mass-distribution material such as infographics, dynamic posts, and easily digestible media.
 - iii. Ensure regular and timely posting across various social media platforms.
 - iv. Monitor comments and inquiries on social media platforms and coordinate with staff and Island County Communications Manager. Only Island County staff will respond to inquiries on social media platforms.

C. Coordinate with Local Health Agencies:

- i. Collaborate with local health agencies to promote their services and programs through social media.
- ii. Establish partnerships with relevant community organizations to enhance outreach.
- iii. Develop shared campaigns with local health agencies and community organizations.

D. Public Outreach and Awareness Campaigns:

- i. Develop and execute public health awareness campaigns using social media platforms.
- ii. Create and distribute educational materials and resources through social media channels.
- iii. Utilize social media advertising to target specific populations based on needs of specific program, including low-income populations, Hispanic/Latino communities, people experiencing challenges accessing social drivers of health. Work with Assessment team and program management to identify target populations for different campaigns.

E. Training and Capacity Building:

- i. Provide training to subject matter staff on social media best practices and strategies.
- ii. Build the capacity of Island County Public Health and Human Services to continue effective social media engagement independently.

F. Monitoring and Reporting:

- i. Monitor the performance of social media campaigns and adjust strategies as needed.
- ii. Provide regular reports on social media engagement metrics and outcomes.

G. Comply with all applicable Federal and State requirements that govern this agreement.

3. **TERM OF AGREEMENT:** The start date of this agreement is January 1st, 2024, therefore the start date of this agreement has been established as of that date, and shall be in effect through June 30th, 2024.

4. **EXTENSION:** The duration of this agreement may be extended by mutual, written consent of the parties.

5. **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:

IslandCounty's representative for contract execution shall be:

Michael Jones m.jones@islandcountywa.gov

For contract management:

Shawn Morris– S.MorrisND@islandcountywa.gov

Island County Public Health

1 NE 6th ST, Coupeville, WA 98239, USA

(360) 914-0837

BlueprintAgenciesrepresentative(s)shall be:

Cecily Doyle - cecily@blueprintagencies.com

10 Scott Avenue, Paris, ON. N3L 3R, Canada

(519)-442-1242

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: Blueprint Agencies 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


Michael Jones, County Administrator


Date

Blueprint Agencies


Carol Daulton, President

19th December, 2023

Date

Exhibit A

III. INDEMNIFICATION

To the fullest extent permitted by law, Blueprint Agencies 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. Blueprint Agencies's obligation to indemnify, defend, and hold harmless includes any claim by Blueprint Agencies agents, employees, representatives, or any subcontractor to its employees.

Blueprint Agencies expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to Blueprint Agencies or any subcontractor's performance or failure to perform the agreement. Blueprint Agencies 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.

IV. INSURANCE

Prior to commencement of services under this agreement, Blueprint Agencies 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. Blueprint Agencies shall maintain at Blueprint Agencies sole expense unless otherwise stipulated, the following insurance coverages, insuring Blueprint Agencies employees, agents, designees, and indemnities as required herein:

1. Blueprint Agencies shall not commence work under this agreement until Blueprint Agencies 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 Blueprint Agencies 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. Blueprint Agencies 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. The Blueprint Agencies 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 Blueprint Agencies 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 Blueprint Agencies or by anyone directly employed by or contracting with Blueprint Agencies.

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 The Blueprint Agencies 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. 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.

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

7. Industrial Insurance Waiver - With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, Blueprint Agencies 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 Blueprint Agencies against the County. This waiver is mutually negotiated by the parties to this Agreement.

8. Professional Liability Insurance - Prior to the start of work, Blueprint Agencies 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 Blueprint Agencies for a minimum of three (3) years following the termination of this agreement, and Blueprint Agencies shall annually provide the County with proof of renewal.

9. Subcontractors - Blueprint Agencies 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.

10. **NOTE TO DEPARTMENTS: Limits of insurance may vary depending on individual contracts.**

Engagement Services with Vibrand Media Amendment #2 - Executive Summary - <i>July 2, 2025</i>	
Summary	<p>This executive summary outlines the value and returns on investment from our communications contracts with Vibrand Media and recommends the approval of a contract for six months.</p> <ul style="list-style-type: none"> • For Vibrand Media, this amendment extends the agreement to December 31, 2025, and allocates an additional \$20,000 to continue this essential work. • All funding is provided by Foundational Public Health Services (FPHS) Communications, which must be allocated for public health communications efforts.
Strategic Alignment	<p>Clear, accessible, and timely communication is a foundational public health capacity, as outlined by the Centers for Disease Control and Prevention (CDC) framework. This partnership directly supports the essential public health service of "communicating effectively to inform, educate, and empower people about health issues."</p> <p>By leveraging the expertise of Vibrand Media, we are making an intentional effort to increase visibility, cultural relevance, and accessibility for our Latino community. As we learned through our experience with COVID-19, as well as our positive engagement through our Community Health Assessment – equitable communication is fundamental to building public trust and promoting healthy lifestyles that meet the needs of our diverse communities.</p>
Performance Metrics	<p>This contract provides comprehensive communications support for Island County Public Health and Human Services, with capacity to provide occasional support for the Department of Emergency Management and Planning and Community Development. Key deliverables and performance highlights include:</p> <ul style="list-style-type: none"> • Strategic Social Media Outreach: <ul style="list-style-type: none"> ○ Spanish Language Facebook launched March 2025: <ul style="list-style-type: none"> ▪ 51 followers ▪ 66 posts published ▪ Reach of over 1 million ▪ Page content has been viewed over 9,500 times ▪ We have reached all age groups between 18 and 65+ ○ Spanish Language Whatsapp Channel: <ul style="list-style-type: none"> ▪ 53 followers ▪ One-way communication, anonymous views with no reportable interactions. ▪ Community Feedback survey

	<ul style="list-style-type: none"> • Content and Materials Development: <ul style="list-style-type: none"> ○ Graphic design, translation, and promotion of Spanish language access for our social media outreach on multiple platforms, including WhatsApp. ○ Translation of departmental Reports & materials, including brochures, forms, surveys, and website content. Information in Spanish ○ Working with one of our Community Health Workers to create program-specific content that is tailored to the needs and values of our Latino community. • Internal Capacity Building: <ul style="list-style-type: none"> ○ Working hand-in-hand with our Assessment Team to ensure that our Community Health Improvement Planning process is promoted and accessible for our Latino community. ○ The translation and cultural interpretation of data messaging that sparks curiosity and interest among diverse members of our community while avoiding stigmatization or unintentional harm.
Community Value and Health Equity	<p>This contract and the business owner focuses on deeper cultural and linguistic outreach. This synergistic approach includes:</p> <ul style="list-style-type: none"> • Specialized Spanish-language services and the development of culturally relevant educational materials. • A close partnership with community health workers (CHWs), ensuring that trusted messengers deliver vital health information at a grassroots level. • Outreach and relationship building with community partners and organizations who focus on reaching our Latino communities. <p>Together, these contracts create a comprehensive communications ecosystem that reaches residents through accessible channels while also providing culturally specific community engagement.</p>
Recommendation	<p>The communications services provided by Vibrand Media are essential to our mission. The partnership has demonstrably increased our reach among our Spanish-speaking and Latino community, improved population-specific and relevant understanding of health and human services issues and built a stronger foundation for health literacy, transparency, and access.</p> <p>We recommend the approval of the contract extension with Vibrand Media to continue these services through December 31, 2025. This investment is essential for maintaining transparent, effective, and equitable communication with the Island County community.</p>

PURCHASE TO PROVIDE ENGAGEMENT SERVICES TO ISLAND COUNTY PUBLIC HEALTH WITH
VIBRAND MEDIA LLC 2025
AMENDMENT #2

1. **PURPOSE:** The purpose of this agreement is to engage a consultant who will develop and implement culturally appropriate health education resources for Spanish-speaking community members and grow our presence within the Hispanic community of Island County. This includes creating print materials, campaigns, and data-sharing approaches for community health plans and aims to enhance public health data-sharing practices, further community health prevention efforts, and drive meaningful change. **Amendments are in red.**

2. **RESPONSIBILITIES:**

Island County will:

- A. Lead and facilitate meetings and activities to inform the consultant on new projects and goals.
- B. Share available resources such as Canva and access to our Social Media platforms.
- C. Provide the main copy material to translate each month.
- D. Grant \$20,000 for the performance period for work as described in this agreement.

VIBRAND MEDIA LLC will:

- A. Develop culturally appropriate health education resources:
 - a. Develop print materials, campaigns, and data-sharing approaches to share community health plans.
 - b. Create and distribute in-person and virtual health education materials tailored to Spanish-speaking community members. This includes translation services for already published material and creating new material relevant to our Hispanic community.
 - c. Monthly translation services for social media communications and ensuring relevant material is copied on our WhatsApp community channel.
 - d. Complete linguistically and culturally relevant translation of identified forms, surveys, and informational materials that are available via the Island County Public Health webpages.
- B. Foster positive community norms:
 - a. Promote the power of hope, positive community norms, and strength-based approaches through engagement. This includes checking Island County Public Health communications material and website material, and flagging where appropriate to make content more culturally inclusive.
- C. Data sharing with Spanish-speaking community members:
 - a. Share data reports with community participants to improve equity in data-sharing approaches, working closely with the Assessment team.
 - b. Use data-driven insights and reports to inform decision-making and strategy, working closely with the Assessment Division.
 - c. **Promote and provide support for data walks for the Community Health Improvement Plan (CHIP) in Fall 2025 to encourage participation and inclusion of our Island County Hispanic community as we define health priorities of focus for the CHIP.**
- D. Alignment with Public Health Goals:
 - a. Ensure strategies align with overarching goals of improving public health, driving meaningful change, and promoting community engagement.
- E. Comply with all applicable Federal and State requirements that govern this agreement.

3. **TERM OF AGREEMENT:** The start date of this agreement is July 1st, 2025, therefore the start date of this agreement has been established as of that date, and shall be in effect through December 31st, 2025.
4. **EXTENSION:** The duration of this agreement may be extended by mutual, written consent of the parties.
5. **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 representative shall be:
Taylor Lawson – T.Lawson@islandcountywa.gov
Island County Public Health
1 NE 6th ST, Coupeville WA 98239
(360) 914-0837

THE VIBRAND MEDIA LLC representative(s) shall be:
Anahi Barquin – anahibarquin@outlook.com
VIBRAND MEDIA LLC
(908) 723-7448

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. **Any materials created under the scope of this agreement, including digital materials, will be considered the property of Island County Public Health and therefore subject to the Public Records Act.**
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: VIBRAND MEDIA LLC 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:

Melanie Bacon, Chair, Board of County Commissioners

Date

VIBRAND MEDIA LLC:

Anahi Barquin, VIBRAND MEDIA LLC

Date

Exhibit A

I. INDEMNIFICATION

To the fullest extent permitted by law, VIBRAND MEDIA LLC 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. VIBRAND MEDIA LLC's obligation to indemnify, defend, and hold harmless includes any claim by VIBRAND MEDIA LLC agents, employees, representatives, or any subcontractor to its employees.

VIBRAND MEDIA LLC expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to VIBRAND MEDIA LLC or any subcontractor's performance or failure to perform the agreement. VIBRAND MEDIA LLC's 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 the commencement of services under this agreement, VIBRAND MEDIA LLC 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. VIBRAND MEDIA LLC shall maintain at VIBRAND MEDIA LLC's sole expense unless otherwise stipulated, the following insurance coverages, insuring VIBRAND MEDIA LLC employees, agents, designees, and indemnities as required herein:

1. VIBRAND MEDIA LLC shall not commence work under this agreement until VIBRAND MEDIA LLC 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 compensation to be maintained by VIBRAND MEDIA LLC 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. VIBRAND MEDIA LLC 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. The VIBRAND MEDIA LLC 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 VIBRAND MEDIA LLC 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 VIBRAND MEDIA LLC or by anyone directly employed by or contracting with VIBRAND MEDIA LLC.

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 VIBRAND MEDIA LLC 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. VIBRAND MEDIA LLC 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 VIBRAND MEDIA LLC from claims which may arise from the performance of this agreement, whether such operations be by VIBRAND MEDIA LLC or by anyone directly or indirectly employed by VIBRAND MEDIA LLC. 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. VIBRAND MEDIA LLC shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. VIBRAND MEDIA LLC 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, VIBRAND MEDIA LLC 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 VIBRAND MEDIA LLC against the County. This waiver is mutually negotiated by the parties to this Agreement.

9. Professional Liability Insurance - Prior to the start of work, VIBRAND MEDIA LLC 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 from coverage shall be maintained by VIBRAND MEDIA LLC for a minimum of three (3) years following the termination of this agreement, and VIBRAND MEDIA LLC shall annually provide the County with proof of renewal.
10. Subcontractors - VIBRAND MEDIA LLC shall include all subcontractors as insured 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.**

PURCHASE TO PROVIDE ENGAGEMENT SERVICES TO ISLAND COUNTY PUBLIC HEALTH WITH VIBRAND MEDIA

1. **PURPOSE:** The purpose of this agreement is to engage a consultant who will develop and implement culturally appropriate health education resources for Spanish-speaking community members. This includes creating print materials, campaigns, and data-sharing approaches for community health plans and aims to enhance public health data-sharing practices, further community health prevention efforts, and drive meaningful change.

2. RESPONSIBILITIES:

Island County will:

- A. Lead and facilitate meetings and activities to inform consultant on new projects and goals.
- B. Share available resources such as Canva and access to our Social Media platforms.
- C. Grant \$20,000 for the performance period for work as described in this agreement.

VIBRAND MEDIA will:

- A. Develop culturally appropriate health education resources:
 - a. Create and distribute in-person and virtual health education materials tailored for Spanish-speaking community members.
 - b. Develop print materials, campaigns, and data-sharing approaches to share community health plans, including the Island County Community Health Assessment.
- B. Foster positive community norms:
 - a. Promote the power of hope, positive community norms, and strength-based approaches through engagement.
 - b. Plan and Execute Inclusive Events:
 - i. Support local events, workshops, or initiatives to share community health plans with Spanish-speaking community members.
 - c. Collaborate with local artists, agencies, and stakeholders to ensure diverse and equitable engagement.
- C. Data sharing with Spanish-speaking community members:
 - a. Share data reports with community participants to improve equity in data-sharing approaches, working closely with the Assessment team.
 - b. Use data-driven insights to inform decision-making and strategy, working closely with the Assessment Division.
- D. Alignment with Public Health Goals:
 - a. Ensure strategies align with overarching goals of improving public health, driving meaningful change, and promoting community engagement.
- E. Comply with all applicable Federal and State requirements that govern this agreement.

3.

4. **TERM OF AGREEMENT:** The start date of this agreement is August 1st, therefore the start date of this agreement has been established as of that date, and shall be in effect through December 31st, 2024.

5. **EXTENSION:** The duration of this agreement may be extended by mutual, written consent of the parties.

6. **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 representative shall be:

Shawn Morris – S.MorrisND@islandcountywa.gov

Island County Public Health

1 NE 6th ST, Coupeville WA 98239

(360) 914-0837

THE VIBRAND MEDIA representative(s) shall be:

Anahi Barquin – anahibarquin@outlook.com

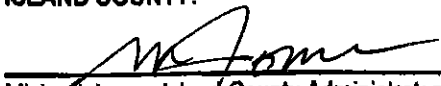
Vibrant Media

(908) 723-7448

7. **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.
8. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent 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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **OTHER PROVISIONS:** VIBRAND MEDIA will comply with all applicable Federal and State requirements that govern this agreement.

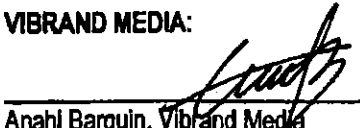
Each signatory below to this Agreement warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter the agreement and to bind the party thereto.

ISLAND COUNTY:



Michael Jones, Island County Administrator Date 8/26/24

VIBRAND MEDIA:



Anahi Barquin, Vibrant Media Date 08/25/2024

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agreement. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made from coverage shall be maintained by VIBRAND MEDIA for a minimum of three (3) years following the termination of this agreement, and VIBRAND MEDIA shall annually provide the County with proof of renewal.

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ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

MEETING DATE: 7/2/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Fred Snoderly, Director

Amount of time requested for agenda discussion. 60 minutes

DIVISION: Not Applicable

Agenda Item No.: 1

Subject: 2026-2031 Proposed Capital Improvement Plan (CIP)

Description: Discussion the proposed capital projects planned for 2026 through 2031 for the Public Works Department divisions of Roads Facilities, Solid Waste, and Parks. Planning will discuss the CIP item regarding a wastewater feasibility study for the Freeland NMUGA.

Attachment: Memorandum, PowerPoint

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Complete

P.A. Review: Not Applicable

DIVISION: County Roads

Agenda Item No.: 2

Subject: Proposed 2026 Rental Rates

Description: Adopting the 2026 Rental Rates for County Road Equipment

Attachment: Memorandum, Proposed Rental Rates for 2026

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



Island County Public Works

Fred Snoderly, Director

James Sylvester, Assistant Director

1 NE 7th Street, Coupeville, WA 98239 | www.islandcountywa.gov

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

Email: F.Snoderly@islandcountywa.gov | J.Sylvester@islandcountywa.gov

MEMORANDUM

July 2, 2025

TO: Board of County Commissioners - Island County

FROM: Fred Snoderly, Director

RE: 2026-2031 Proposed Capital Improvement Program (CIP) projects for Public Works

Public Works manages the facilities for Roads, Solid Waste and Parks. In the PowerPoint presentation are the proposed project sheets for the Capital Improvement Program for Roads Facilities, Solid Waste and Parks with a six-year cover sheet for each group. The Planning Department will discuss the CIP item regarding a wastewater feasibility study for the Freeland NMUGA.

The Facilities and IT departments are expecting to discuss proposed projects with the Board separately.

NOTE: Transportation projects (primarily items related to transportation to the public; roads, associated drainage, and trails) are developed through the Transportation Improvement Plan (TIP) process and will be incorporated into the CIP after the TIP is adopted in a public hearing. The TIP projects will be discussed in a later Work Session.

NEXT STEPS: Once each of these departments has met with the Board and any comments or changes from the meeting are incorporated, a combined draft CIP will be presented to the Board.

BACKGROUND: The Capital Improvement Program (CIP) is the county government's six-year plan of community investment projects for unincorporated areas of Island County. It includes projects from the Public Works Department, Facilities Department and Information Technology Department. The CIP is part of the Capital Facilities Plan (CFP-element 10A of the 2016 Comprehensive Plan Update) which ensures that the county's public facilities and services keep up with population growth. The plan is reviewed and updated annually with the County's annual budget, as element 10B of the County's Comprehensive Plan.

The planning document includes estimated proposed dates, costs, and methods of financing roads facilities, solid waste, parks, stormwater, and government and public services buildings. This plan is long range in scope, because implementing capital improvements typically requires multi-year commitments of financial resources. The planning is also complex, requiring each department of the County to focus on projects under their jurisdiction, while coordinating with the BoCC and other County departments.



PROPOSED PROJECTS FROM PUBLIC WORKS DEPT FOR CAPITAL IMPROVEMENT PLAN 2026 - 2031

Work Session

July 2, 2025





CAPITAL PROJECTS FROM 3 DIVISIONS OF THE PUBLIC WORKS DEPARTMENT

- Roads Facilities = 7 projects = ER&R Fund
- Solid Waste = 3 projects = Solid Waste Fund & Grants
- Parks = 20 projects = REET 2 Fund & Grants

30 Projects Total

Highlight in yellow = new project
Highlight in green = adjusted amount or year

ER&R = Equipment Revolving & Rental
REET 2 = Real Estate Excise Tax 2





ROADS FACILITIES PROJECTS

ISLAND COUNTY ROADS FACILITIES CAPITAL IMPROVEMENT 2026 - 2031

						<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
Coupeville Parking Lot Paving & Upgrades											80,000
Paint Buildings at Coupeville Road Shop						75,000					
Paint Buildings at Oak Harbor Road Shop							90,000				
Floors and Paint Inside Office at Coupville Road Shop								60,000			
Floors and Paint Inside Office at Camano Road Shop									85,000		
Camano Truck Lift										100,000	
Fuel Pumps Replacements						50,000	55,000	60,500	66,550		
Annual Totals						<u>125,000</u>	<u>145,000</u>	<u>120,500</u>	<u>151,550</u>	<u>100,000</u>	<u>80,000</u>



Coupeville Parking Lot Paving & Upgrades

Description

Repave the parking lots for the Coupeville Road Shop and for the Sign Shop utilizing County equipment and crew. Asphalt will be laid on the old parking lot to upgrade aging asphalt.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
ER&R	501										80,000	80,000		80,000
REET 1	134											-		-
REET 2	135											-		-
Solid Waste	401													
Clean Water Utility	154													
Paths & Trails	137													
Other Sources						-						-		-
Totals		-	-	-	-		-	-	-	-	80,000	80,000	-	80,000



Paint Coupeville Road Shop & Outlying Bldgs

Description

Repaint the exterior of the Coupeville Road Shop and outlying buildings. The buildings were last painted in 1999 and the paint is worn due to time and the outside elements. By painting the metal exterior of all 4 buildings, it preserves the metal from rusting and therefore extends the life of the buildings. The 4 buildings to be painted are: 1.) the Office which is approximately 2,800 square feet; 2.) the Mechanic Shop which measures approximately 10,500 square feet; and 3.) the Big Truck Shed, which is about 8,800 square feet, and 4.) the Fuel Pumps which measure about 625 square feet.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
ER&R	501					75,000						75,000		75,000
REET 1	134											-		-
REET 2	135											-		-
Solid Waste	401													
Clean Water Utility	154													
Paths & Trails	137													
Other Sources						-						-		-
Totals		-	-	-	-	75,000						75,000	-	75,000



Paint Oak Harbor Road Shop & Outlying Buildings

Description

Repaint the exterior of the Oak Harbor Road Shop and outlying buildings. The buildings were last painted in 1991 and the paint is worn due to time and the outside elements. By painting the metal exterior of all 3 buildings, it preserves the metal from rusting and therefore extends the life of the buildings. The 3 buildings to be painted are: 1.) the Big Truck Shed which is approximately 13,000 square feet; 2.) the Pumps Storage Shed which measures approximately 5,000 square feet; and 3.) the Fuel Pumps which measure about 800 square feet.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
ER&R	501						90,000					90,000		90,000
REET 1	134											-		-
REET 2	135											-		-
Solid Waste	401													
Clean Water Utility	154													
Paths & Trails	137													
Other Sources						-						-		-
Totals		-	-	-	-	-	90,000		-	-	-	90,000	-	90,000



Coupeville Road Shop Floors & Interior Paint

Description

Replace the flooring in the Coupeville Road Shop and repaint the interior walls. The current flooring is old, worn, cracked and stained. The estimated square footage is 1,500 square feet.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
ER&R	501								60,000			60,000		60,000
REET 1	134											-		-
REET 2	135											-		-
Solid Waste	401													
Clean Water Utility	154													
Paths & Trails	137													
Other Sources						-						-		-
Totals			-	-	-	-	-	-	60,000	-	-	60,000	-	60,000



Camano Road Shop Floors & Interior Paint

Description

Replace the flooring in the Camano Road Shop and repaint the interior walls. The current flooring is old, worn, cracked and stained. The estimated square footage is 1,500 square feet.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
ER&R	501								85,000			85,000		85,000
REET 1	134											-		-
REET 2	135											-		-
Solid Waste	401													
Clean Water Utility	154													
Paths & Trails	137													
Other Sources						-						-		-
Totals		-	-	-	-	-	-	-	85,000		-	85,000	-	85,000



Camano Road Shop Lift for Heavy Equipment

Description

New addition and needed because of several pieces of heavy equipment that need repair. The new replacement lift has independent column lifts that range in lifting pounds from 0 to 108,000. Safety and use control is paramount, so all lifts will be connected via a single control panel and can be stopped simultaneously with a button. This lift has a set of 6 lifts. However, at times, only 4 or 2 would be used, depending on the type of equipment. The lifts go up to 6 feet tall.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
ER&R	501										100,000	100,000		100,000
REET 1	134											-		-
REET 2	135											-		-
Solid Waste	401													
Clean Water Utility	154													
Paths & Trails	137													
Other Sources						-						-		-
Totals		-	-	-	-		-	-	-	-	-	100,000	-	100,000



Fuel Pump Replacements

Description

Replacement of unleaded and diesel fuel pumps at each road shop over 4-year period (2026-2029). The fuel pumps are used by county vehicles, such as Roads, Sheriff, Facilities, Assessors and Emergency Management. Other entities such as Fire Departments, ambulances, Island Transit, Town of Coupeville, WSDOT, use fuel pumps as well. The pumps are aging and the parts are unavailable for repairs. After the pumps are repaired, in future years, the tanks will need to be replaced.

2026 = Coupeville Shop
2027 = Bayview Shop
2028 = Camano Shop
2029 = Oak Harbor Shop



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
ER&R	501					50,000	55,000	60,500	66,550			232,050		232,050
REET 1	134											-		-
REET 2	135											-		-
Solid Waste	401													
Clean Water Utility	154													
Paths & Trails	137													
Other Sources						-						-		-
Totals		-	-	-	-	-	-	-	-	-	-	232,050	-	232,050



SOLID WASTE PROJECTS

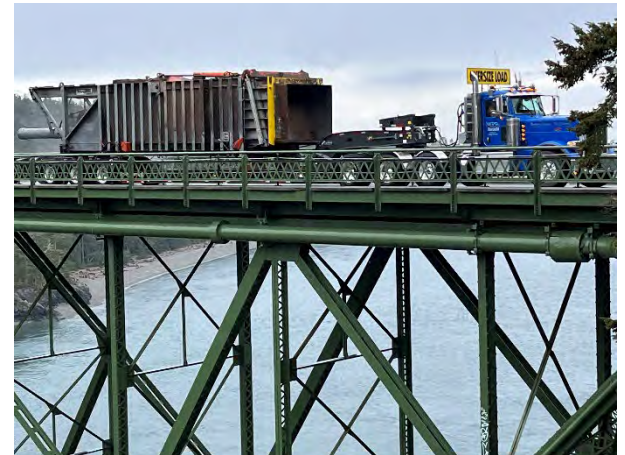
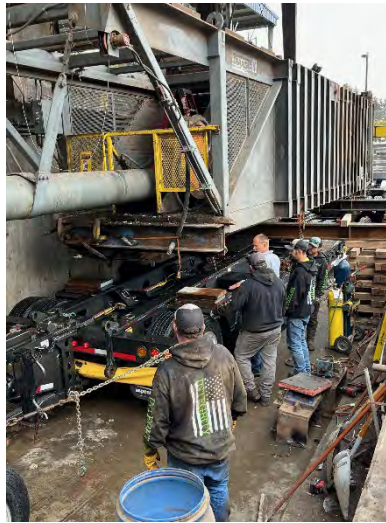
ISLAND COUNTY SOLID WASTE CAPITAL IMPROVEMENT PLAN 2026 - 2031							
		<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
Coupeville Transfer Station New Construction		2,200,000		4,000,000			
Camano Island Transfer Station Development		150,000	1,500,000	600,000	4,000,000		
Miscellaneous Upgrades		85,000	85,000	85,000	85,000	85,000	85,000
Annual Total		<u>2,435,000</u>	<u>1,585,000</u>	<u>4,685,000</u>	<u>4,085,000</u>	<u>85,000</u>	<u>85,000</u>



Coupeville Transfer Station New Construction

Description

Construct a new transfer station that will utilize the recently procured and installed compactor at the current facility. The current facility, which was built in 1991 and has a useful life of 20 years, is fully depreciated. The new transfer station will provide continuity of service as the county grows.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
Road Fund	101											-		-
REET 1	134											-		-
REET 2	135											-		-
Solid Waste	401	90,000						4,000,000				5,000,000		4,090,000
Clean Water Utility	154													
Paths & Trails	137													
Other Sources/Loans & Grants				800,000		2,200,000						2,200,000		2,200,000
Totals		90,000	-	800,000	-	2,200,000		4,000,000	-	-	-	6,200,000	-	6,290,000



Camano Transfer Station Development

Description

An engineering analysis of the adequacy of current infrastructure to meet increasing needs will be performed to assess additional capacity and safety needs at the Transfer Station.. Based on analysis, possible site purchase (2027), possible design (2028) and construction of new site (2029).



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		
Road Fund	101											-		
REET 1	134											-		
REET 2	135											-		
Solid Waste	401	65,000				150,000						150,000		215,000
Clean Water Utility	154													
Paths & Trails	137													
Other Sources/Loans & Grants														
						-	1,500,000	600,000	4,000,000			6,100,000		6,100,000
Totals		65,000	-	-	-	150,000	1,500,000	600,000	4,000,000			6,250,000		6,250,000



Miscellaneous Upgrades

Description

For all four sites, miscellaneous needed upgrades, such as for access, power, fencing, lighting, paving, safety improvements, etc. as may be necessary.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001												-	
Road Fund	101												-	
REET 1	134												-	
REET 2	135												-	
Solid Waste	401					85,000	85,000	85,000	85,000	85,000	85,000	510,000		510,000
Clean Water Utility	154													
Paths & Trails	137													
Other Sources/Loans & Grants						-								
Totals						85,000	85,000	85,000	85,000	85,000	85,000	510,000		510,000



PARKS PROJECTS

ISLAND COUNTY PARKS CAPITAL IMPROVEMENT 2026- 2031									
				<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
<u>Camano</u>									
Cavalero Beach Bulkhead					80,000		560,000		
Camano Park Playground					150,000				
Camano Park New Pickleball Courts				350,000					
Existing Tennis & Pickleball Courts Renovation						100,000			
Utsalady Ramp Upgrade				83,500		220,000			
Maple Grove Parking Lot Upgrade									100,000
Iverson Preserve ADA Upgrade								75,000	
Barnum Point ADA Upgrade								75,000	
<u>Whidbey</u>									
Cornet Bay Dock				30,000	3,300,000				
Freeland Restroom									
Freeland Softshore Armoring				143,000					
Rhododendron Irrigation II Upgrade					75,000				
Dave Mackie & Freeland Picnic Pads & Shelters				100,000					
Mutiny Bay Ramp Replacement					3,756,000				
Margarite Brons Parking Lot Paving				100,000					
Driftwood Park									50,000
Libbey Beach Upgrades							150,000		
Allito Pump Track									250,000
Rhododendron Park Playground				100,000					
Rhododendron Campground Host				50,000					
Unforeseen				150,000	150,000	150,000	150,000	150,000	150,000
Annual Totals				<u>1,106,500</u>	<u>7,511,000</u>	<u>470,000</u>	<u>860,000</u>	<u>300,000</u>	<u>550,000</u>



Cavalero Beach Park Bulkhead Replacement

Description

Replace the Cavalero Beach Park bulkhead with a new soldier pile wall. The existing bulkhead is approximately 250 feet long, with about half of the length showing significant deterioration. The proposed project would replace the full 250 feet. The existing bulkhead consists of 8 inch plus diameter creosote soldier piles which support the upland parking lot of approximately 0.59 acres. This area is very popular for recreational watercraft fisherman and crabbers.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001					-						-		-
Road Fund	101					-						-		-
REET 1	134					-						-		-
REET 2	135			80,000			80,000		560,000			640,000		640,000
Solid Waste	401					-						-		-
Clean Water Utility	154											-		-
Paths & Trails	137											-		-
Other Sources												-		-
Totals		-	-	80,000	-	-	80,000		560,000			640,000	-	640,000



Replacement of Playground at Camano Park

Description:

Camano Park currently has a small playground that consists of a climbing jungle gym and a swing set. The playground was built in 1992, making it 30 years old. This playground is reaching the end of its useful life and does not meet current industry standards. This will be a vendor purchased and contract installed playground. Work will be scheduled off season and playground will be closed during construction.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001					-						-		-
Road Fund	101					-						-		-
REET 1	134					-						-		-
REET 2	135						150,000					150,000		150,000
Solid Waste	401					-						-		-
Clean Water Utility	154											-		-
Paths & Trails	137											-		-
Other Sources												-		-
Totals		-	-	-	-	-	150,000		-	-	-	150,000	-	-



Camano New Pickleball Courts

Description

Project consists of 4 pickleball courts located at the Camano Park on the north east corner. Parks is partnering with the Camano Stanwood Pickleball Association (CSPA), with Island County responsible for design and construction, and the CSPA responsible for funding. Scope of Work for the project will include 4 covered pickleball courts, a shelter, and lighting depending on amount of funding secured.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
Road Fund	101											-		-
REET 1	134											-		-
REET 2	135					350,000						350,000		350,000
Solid Waste	401											-		-
Clean Water Utility	154											-		-
Paths & Trails	137											-		-
Other Sources												-		-
Totals		-	-	-	-	350,000	-	-	-	-	-	350,000	-	350,000



Camano Park Existing Tennis & Pickleball Courts Renovation

Description:

The Camano Center Tennis and Pickleball courts will need to be replaced and resurfaced due to ongoing cracking of the subsurface asphalt which contains no reinforcing wire or rebar. The subsurface needs to be replaced. The International Tennis Federation has a guide to the different layers that should be applied to achieve the long-lasting durable playing surface.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001					-						-		-
Road Fund	101					-						-		-
REET 1	134					-						-		-
REET 2	135							100,000						100,000
Solid Waste	401					-						-		-
Clean Water Utility	154											-		-
Paths & Trails	137											-		-
Other Sources												-		-
Totals		-	-	-	-	-	-	100,000		-	-			- 100,000



Utsalady Boat Ramp Upgrade

Description:

The Utsalady Boat Ramp has been covered by sand and sediment because of the littoral drift caused by changed tides, wind direction and currents. While the ramp is usable, it can only accommodate smaller hand carry and trailered boats. Getting stuck or missing the ramp is an ongoing problem. In a study conducted of the Utsalady Boat Ramp, it was found that the long-term solution is to raise the ramp by adding a new layer of surfacing, so the ramp is no longer affected by the sand drift.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
Road Fund	101											-		-
REET 1	134											-		-
REET 2	135			53,500		53,500		200,000				273,500		273,500
Solid Waste	401											-		-
Clean Water Utility	154											-		-
Paths & Trails	137											-		-
Other Sources						30,000						30,000		30,000
Totals		-	-	53,500	-	83,500	-	220,000	-	-	-	303,500	-	303,500



Maple Grove Parking Lot Upgrade

Description

The last upgrade for Maple Grove Parking Lot was completed in the 1990s and the surface is currently graveled. It is a very popular location for crabbers and visitors. There is also the possibility of reconfiguring the parking lot to add more spaces for trucks and trailers. Some surface treatment and drainage work are needed to resolve the water accumulation problem.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
Road Fund	101											-		-
REET 1	134											-		-
REET 2	135									75,000		75,000		75,000
Solid Waste	401											-		-
Clean Water Utility	154											-		-
Paths & Trails	137											-		-
Other Sources												-		-
Totals		-	-	-	-	-	-	-	-	75,000	-	75,000	-	75,000



Iverson Preserve ADA Upgrade

Description:

This project is to add a dedicated ADA (Americans with Disabilities Act) trail and ADA access to the top of the dike trail. ADA standards include surfacing, width and slope. Friends of Camano Island Parks (FOCIP) volunteers complete most of the work.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001					-						-		-
Road Fund	101					-						-		-
REET 1	134					-						-		-
REET 2	135									75,000		75,000		75,000
Solid Waste	401					-						-		-
Clean Water Utility	154											-		-
Paths & Trails	137											-		-
Other Sources												-		-
Totals			-	-	-	0	-	-	-	75,000	-	75,000	-	75,000



Barnum Point ADA Upgrade

Description:

This project is to add in a dedicated ADA (Americans with Disabilities Act) trail, along with ADA access to the trail, making the waterfront path more accessible. ADA standards include surfacing, width and slope.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001					-						-		-
Road Fund	101					-						-		-
REET 1	134					-						-		-
REET 2	135									75,000		75,000		75,000
Solid Waste	401											-		-
Clean Water Utility	154											-		-
Paths & Trails	137											-		-
Other Sources												-		-
Totals			-	-	-	-		-	-	75,000-	-		-	75,000



Cornet Bay Dock Float/Decking & Pilings Replacement Project

Description

Replace the existing dock floats and decking and dispose of the old dock floats / decking. This work is proposed to be completed by county staff. As such the work is scheduled over three years to lessen the impact to budget and schedule. The County has owned the dock since approximately 1930. Currently the dock is inadequate because of its construction of rubber tires and Styrofoam, which are no longer viable. This does not include the replacement of pilings, as that will be a separate project. Replace the existing dock pilings with new pilings and properly dispose of the old dock pilings. The pilings are the original pilings and were estimated to be installed around 1917. Because of the deteriorated condition of the pilings, they are no longer viable to permitting agencies.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
Road Fund	101											-		-
REET 1	134											-		-
REET 2	135	98,823	301,177				3,300,000					3,300,000		3,700,000
Solid Waste	401													
Clean Water Utility	154													
Paths & Trails	137													
Other Sources						30,000						30,000		30,000
Totals		98,823	301,177	-	-	30,000	3,300,000	-	-	-	-	3,330,000	-	3,730,000



Freeland Soft Shore Armoring

Description

Design and install soft shore armoring along the portion of the shoreline in front of the existing restrooms at Freeland Park. The shoreline suffered significant erosion during a winter storm / tide event in 2021.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
Road Fund	101											-		-
REET 1	134											-		-
REET 2	135	57,000				110,000						110,000		167,000
Solid Waste	401											-		-
Clean Water Utility	154											-		-
Paths & Trails	137											-		-
Other Sources (FEMA)						33,000						33,000		33,000
Totals		57,000			-	110,000		-	-	-	-	110,000	-	200,000



Rhododendron Park Irrigation II Upgrade

Description

Rhododendron Park has three Baseball fields. Fields 1 and 2 share a sprinkler system whereas field 3 has its own. Field 3 was redone in 2002, however fields 1 and 2 have a system now over 30 year old and needs to be replaced. The sprinkler system for fields 1 and 2 has become a patchwork of repairs. The wiring, pipe, valves, and backflow preventors are in need of replacement.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001												-	-
Road Fund	101												-	-
REET 1	134													-
REET 2	135						75,000					75,000		75,000
Solid Waste	401											-		-
Clean Water Utility	154											-		-
Paths & Trails	137											-		-
Other Sources												-		-
Totals		-	-	-	-	-	75,000			-	-	75,000	-	75,000



Dave Mackie & Freeland Picnic Shelters & Pads

Description

Dave Mackie (Maxwelton) and Freeland Parks are popular destinations for both locals and tourists alike and the picnic tables with shelters and BBQs are very popular.

- Dave Mackie Park has 3 small picnic shelters. The plan is to rebuild those 3; add 2 more picnic shelters with pads; and add 1 pad without a shelter.
- Currently there are not enough picnic shelters at Freeland Park. Freeland Park has one large and one small shelter. The plan is to add at least 3 more shelters and rebuild the 1 existing small picnic shelter at Freeland.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
Road Fund	101											-		-
REET 1	134											-		-
REET 2	135					100,000						100,000		100,000
Solid Waste	401											-		-
Clean Water Utility	154											-		-
Paths & Trails	137											-		-
Other Sources												-		-
Totals		-	-	-	-	100,000						100,000		- 100,000



Mutiny Bay Boat Ramp Replacement

Description

Boat ramp will be removed and replaced with an elevated boat ramp to help mitigate problems with sand and to promoted the natural processes of the beach. The solution was identified in the 2022 Boat Ramp Analysis. This area is very popular for recreational watercraft fisherman and crabbers. Grants will be pursued to help fund this project.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001													
Road Fund	101													
REET 1	134													
REET 2	135		293,500				2,756,000					2,756,000		3,049,5000
Solid Waste	401													
Clean Water Utility	154													
Paths & Trails	137													
Other Sources (Grants)							1,000,000					1,000,000		1,000,000
Totals		-	293,500	-	-	-	3,756,000		-		-	3,756,000	-	4,049,500



Margarite Brons Driveway & Parking Lot Paving

Description

Margarite Brons is a very popular off leash dog park and such receives a great numbers of users through the year and as such undergo a lot of wear and tear. Currently the driveway is chip sealed and the parking lot is gravel. The parking lot and driveway are in constant use and will require a long-term maintenance solution, such as paving the parking lot.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
Road Fund	101											-		-
REET 1	134											-		-
REET 2	135					100,000						100,000		100,000
Solid Waste	401											-		-
Clean Water Utility	154											-		-
Paths & Trails	137											-		-
Other Sources												-		-
Totals		-	-	-	-	100,000		-	-	-	-	100,000	-	100,000



Driftwood Park

Description

This project is the improvement of the parking lot and signage. Adding interpretive signage will be beneficial for tourists. This is a favorite spot for fishing, diving and tourism. It is located on the corner of Keystone Road.



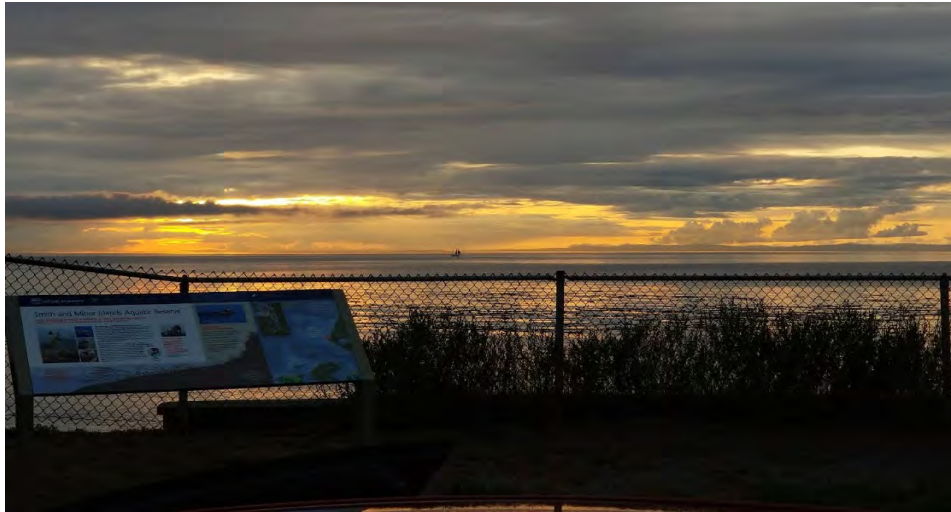
Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001					-						-		-
Road Fund	101					-						-		-
REET 1	134					-								-
REET 2	135					-					50,000	50,000		50,000
Solid Waste	401					-						-		-
Clean Water Utility	154											-		-
Paths & Trails	137											-		-
Other Sources												-		-
Totals		-	-	-	-	-				-	50,000	50,000		- 50,000



Libbey Beach Fencing

Description

This project includes ADA improvements, a new picnic shelter, and a replacement of weathered chain link fence along the bulkhead and around the grassy area. The marine environment and high winds have caused corrosion on the existing fence.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
Road Fund	101											-		-
REET 1	134											-		-
REET 2	135								150,000			150,000		150,000
Solid Waste	401													
Clean Water Utility	154													
Paths & Trails	137													
Other Sources														
Totals		-							150,000			150,000		150,000



Allito Pump Track

Description:

Build a circular and forest trail pump track at Allito Park for bicycles. New tracks would fit within the existing infrastructure. Topography is conducive to pump track location.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2023	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
Road Fund	101											-		-
REET 1	134											-		-
REET 2	135										250,000	250,000		250,000
Solid Waste	401													
Clean Water Utility	154													
Paths & Trails	137													
Other Sources														
Totals		-									250,000	250,000		250,000



Rhododendron Park Playground

Description

Rhododendron Park's existing playground is more than 30 years old, and it does not meet current standards and needs to be replaced. The new playground will provide youth with greater developmental activities while providing ADA access.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001												-	-
Road Fund	101												-	-
REET 1	134													-
REET 2	135					100,000						100,000		100,000
Solid Waste	401													-
Clean Water Utility	154													-
Paths & Trails	137													-
Other Sources														-
Totals		-	-	-	-	100,000						100,000	-	100,000



Rhododendron Park Campground Host

Description

The addition of a camp host will allow for greater monitoring of the Rhododendron Campground’s 15 campsites. This project will add 2 – 3 additional camping sites and add necessary infrastructure to 1 site for a Camp Host. New campsites will consist of picnic tables and fire rings. The camp host site will include power and water.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001											-		-
Road Fund	101											-		-
REET 1	134													-
REET 2	135					50,000						50,000		50,000
Solid Waste	401													-
Clean Water Utility	154													-
Paths & Trails	137													-
Other Sources														-
Totals		-	-	-	-	50,000						50,000	-	50,000



Miscellaneous Unforeseen Projects

Description

Several unplanned projects occur each year that need immediate attention. Projects caused by weather, accidents and unplanned maintenance will need repair.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001												-	-
Road Fund	101												-	-
REET 1	134													-
REET 2	135					150,000	150,000	150,000	150,000	150,000	150,000	900,000		900,000
Solid Waste	401													-
Clean Water Utility	154													-
Paths & Trails	137													-
Other Sources														-
Totals		-	-	-	-	150,000	150,000	150,000	150,000	150,000	150,000	900,000		900,000



CAPITAL PROJECT FROM THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT

- Wastewater Feasibility Study for Freeland





Freeland Wastewater Treatment Feasibility Study

Description

A wastewater feasibility study is required to determine what solutions exist to serve Freeland. For the County's 2025 Comprehensive Plan update, Freeland must support housing growth to meet the County's share of housing allocations. Wastewater treatment is integral for supporting growth and achieving the densities currently allowed in our zoning code for the Freeland NMUGA. Previous studies have been completed on solutions for the Freeland sewer, however they were extremely limited by cost, topographic challenges, and/or discharge constraints. This study would evaluate multiple septic and sewer options and present the benefits and risks of each.



Source of Funds	Fund	Prior Years Expenses	Est Actual 2025	Carry Forward	New Funding	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Six Year Total	Future Years	Project Total
Current Expense	001												-	-
Road Fund	101												-	-
REET 1	134													-
REET 2	135					150,000								150,000
Solid Waste	401													-
Clean Water Utility	154													-
Paths & Trails	137													-
Other Sources														-
Totals		-	-	-	-	150,000								150,000



NEXT STEPS.....

JULY 16TH WORK SESSION:

CAPITAL IMPROVEMENT PLAN 2026-2031 [SPREADSHEET DRAFT - DISCUSSION](#)

AUGUST 6TH WORK SESSION:

CAPITAL IMPROVEMENT PLAN 2026-2031 [SPREADSHEET DRAFT – 2ND DISCUSSION IF NEEDED](#)

AUGUST 19TH MEETING:

CAPITAL IMPROVEMENT PLAN 2026-2031 – [SET PUBLIC HEARING](#)

SEPTEMBER 9TH MEETING:

CAPITAL IMPROVEMENT PLAN 2026-2031 –[PUBLIC HEARING FOR ADOPTION](#)

**Island County Public Works***Ed Sewester, P.E., County Engineer**Matthew Lander, P.E., Assistant County Engineer*1 NE 7th Street, Coupeville, WA 98239 | www.islandcountywa.gov

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

Email: Ed.Sewester@islandcountywa.gov | M.Lander@islandcountywa.gov**M E M O R A N D U M**

June 18, 2025

TO: Board of County Commissioners

FROM: Ed Sewester, County Engineer

RE: Adopting the proposed 2026 Rental Rates for County Road Equipment

The Public Works Department is presenting to the Board of County Commissioners (BOICC), at its June 18, 2025, Work Session, the proposed Rental Rates for County Road Equipment for the year of 2026.

The rental rates are costs that the Island County Road Fund (101) incurs for using Equipment Rental & Revolving (ER&R) vehicles and equipment. The Island County ER&R Fund (501) receives this money and applies it towards the purchase of new vehicles and equipment and the maintenance of existing vehicles and equipment.

Island County is required to review ER&R rental rates annually, pursuant WAC 136-600-050. Public Works reviewed the rental rates and came to the decision to carry the same rental rates from 2025 into 2026.

After the BOICC discusses the 2026 rental rates, Public Works requests that the 2026 rental rates be moved to Consent to approve and adopt the rates alongside a resolution in the matter of the adoption.

2026 ERR Proposed Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	2026 Hourly Rental Rate	Proposed Hourly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
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521	ASPP	2017	CAT	Asphalt Paver	12/1/17	7.49	\$ 63		\$ 95
523	ASPP	2011	Leeboy	Asphalt Paver	5/19/11	14.03	\$ 97		\$ 95
TOTAL							\$ 160		\$ 190
Averages							\$ 80	\$ 95	\$ 95

601	ASPP	1984	Layton	Asphalt Paver	4/16/84	41.15	\$ 696		\$ 95
TOTAL							\$ 696		\$ 95
Averages							\$ 696	\$ 91	\$ 91

611	BELT	2015	LeeBoy	Belt Loader	4/27/15	10.09	\$ 181		\$ 141
612	BELT	2012	LeeBoy	Belt Loader	5/9/12	13.06	\$ 126		\$ 141
TOTAL							\$ 307		\$ 282
Averages							\$ 154	\$ 141	\$ 141

343	BSKT	2016	Ford F550	Aerial Lift Truck	3/30/16	9.16	\$ 118		\$ 83
536	BSKT	2024	Altec	Aerial Lift Truck	12/4/23	1.49	\$ 91		\$ 83
TOTAL							\$ 209		\$ 166
Averages							\$ 105	\$ 55	\$ 55

520	CHPR	2008	Vermeer	Brush Chipper	8/11/08	16.80	\$ 17		\$ 19
526	CHPR	2008	Vermeer	Brush Chipper	8/11/08	16.80	\$ 18		\$ 19
530	CHPR	2003	Woodsman	Brush Chipper	7/15/03	21.87	\$ 23		\$ 19
533	CHPR	2004	Woodsman	Brush Chipper	8/4/04	20.82	\$ 24		\$ 19
TOTAL							\$ 83		\$ 76
Averages							\$ 21	\$ 19	\$ 19

2026 ERR Proposed Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	2026 Hourly Rental Rate	Proposed Hourly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
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185	CONV	2004	HTC	Side Disch Conveyor	8/13/04	20.79	\$ 254		\$ 180
283	CONV	2002	HTC	Side Disch Conveyor	5/9/02	23.06	\$ 141		\$ 180
340	CONV	2007	HTC	Side Disch Conveyor	9/21/07	17.69	\$ 242		\$ 180
466	CONV	1999	FINN	Side Disch Conveyor	7/1/99	25.91	\$ 122		\$ 180
TOTAL							\$ 759		\$ 720
Averages							\$ 190	\$ 180	\$ 180

605	DOZR	2017	Case	850M	10/23/17	7.60	\$ 148		\$ 118
627	DOZR	1999	Caterpillar	D3CIII Dozer	8/25/99	25.76	\$ 336		\$ 118
TOTAL							\$ 484		\$ 236
Averages							\$ 242	\$ 118	\$ 118

148	DUMP	2017	Peterbilt	Dump Truck	3/17/16	9.20	\$ 51		\$ 73
149	DUMV	2010	Volvo	Dump Truck	11/18/10	14.53	\$ 51		\$ 73
150	DUMP	2023	Kenworth	Dump Truck	8/3/22	2.82	\$ 46		\$ 73
216	DUMP	2008	Peterbilt	Dump Truck	10/26/07	17.59	\$ 47		\$ 73
252	DUMP	2013	International	Dump Truck	12/3/13	11.49	\$ 58		\$ 73
253	DUMP	2017	Peterbilt	Dump Truck	1/6/17	8.40	\$ 43		\$ 73
254	DUMP	1990	Kenworth	Dump Truck	4/1/90	35.16	\$ 208		\$ 73
255	DUMP	2025	Kenworth		2/25/25	0.26	\$ 255,600		\$ 73
316	DUMP	2023	Kenworth	Dump Truck	4/2/24	1.16	\$ 50		\$ 73
320	DUMI	2006	International	Dump Truck	3/16/06	19.20	\$ 47		\$ 73
321	DUMP	2004	Peterbilt	Dump Truck	9/1/03	21.74	\$ 129		\$ 73
322	DUMP	2017	Peterbilt	Dump Truck	1/6/17	8.40	\$ 63		\$ 73

2026 ERR Proposed Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	2026 Hourly Rental Rate	Proposed Hourly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
452	DUMP	1993	Kenworth	Dump Truck	6/3/93	31.99	\$ 127		\$ 73
454	DUMP	2021	Kenworth	Dump Truck	3/19/21	4.19	\$ 40		\$ 73
455	DUMP	2017	Peterbilt	Dump Truck	8/9/16	8.81	\$ 49		\$ 73
457	DUMP	2004	Peterbilt	Dump Truck	8/28/03	21.75	\$ 51		\$ 73
TOTAL							\$ 256,659		\$ 1,168
Averages							\$ 16,041	\$ 78	\$ 78

617	EXCA	2013	Komatsu	Trackhoe / Excavator	9/20/13	11.69	\$ 13		\$ 67
618	EXCA	2019	Caterpillar	Mini Excavator	8/12/19	5.80	\$ 31		\$ 67
TOTAL							\$ 43		\$ 134
Averages							\$ 22	\$ 67	\$ 67

525	FWTR	2010	International	5th Wheel Tractor	10/30/09	15.58	\$ 56		\$ 55
TOTAL							\$ 56		\$ 55
Averages							\$ 56	\$ 55	\$ 55

123	GRAD	2005	Caterpillar	Grader 140G	7/28/05	19.84	\$ 95		\$ 148
212	GRAD	1987	Caterpillar	Grader 140G	5/26/87	38.01	\$ 264		\$ 148
371	GRAD	1987	Caterpillar	Grader 140G	10/26/87	37.59	\$ 197		\$ 148
460	GRAD	2020	John Deere	Grader 770G	12/3/19	5.49	\$ 83		\$ 148
TOTAL							\$ 639		\$ 592
Averages							\$ 160	\$ 148	\$ 148

616	GRVS	2018	Etnyre	Hydrostatic Chipspreader	5/10/18	7.05	\$ 178		\$ 195
TOTAL							\$ 178		\$ 195

2026 ERR Proposed Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	2026 Hourly Rental Rate	Proposed Hourly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
Averages							\$ 178	\$ 195	\$ 195

170	LDRB	2016	Caterpillar	Backhoe Loader	4/28/16	9.09	\$ 34		\$ 33
269	LDRB	2021	John Deere	Backhoe Loader	7/21/21	3.86	\$ 35		\$ 33
369	LDRB	2019	John Deere	Backhoe Loader	6/26/19	5.93	\$ 27		\$ 33
469	LDRB	2015	John Deere	Backhoe Loader	5/20/15	10.03	\$ 28		\$ 33
TOTAL							\$ 124		\$ 132
Averages							\$ 31	\$ 33	\$ 33

168	LOAD	2018	Caterpillar	Wheel Loader	12/20/18	6.44	\$ 1,138		\$ 321
268	LOAD	2018	Caterpillar	Wheel Loader	10/29/18	6.58	\$ 120		\$ 321
368	LOAD	2019	John Deere	Wheel Loader	6/29/19	5.92	\$ 258		\$ 321
467	LOAD	2023	Caterpillar	Compact Track Loader	7/3/23	1.91	\$ 230		\$ 321
468	LOAD	2008	Caterpillar	Articulated Wheel Loader	1/10/08	17.39	\$ 1,040		\$ 321
TOTAL							\$ 2,787		\$ 1,605
Averages							\$ 557	\$ 321	\$ 321

513	OILD	2006	Freightliner / Etnyre	Distributor	12/20/06	18.44	\$ 10		\$ 94
519	OILD	2015	Peterbilt / Etnyre	Distributor	9/14/15	9.71	\$ 77		\$ 94
TOTAL							\$ 87		\$ 188
Averages							\$ 43	\$ 94	\$ 94

504	ROLL	2010	Volvo	Roller, vibratory	9/15/10	14.71	\$ 42		\$ 85
508	ROLL	2007	Volvo	Pneumatic Tired Roller	12/19/07	17.44	\$ 72		\$ 85
509	ROLL	2002	Ingersoll Rand	Pneumatic Roller	2/2/15	10.33	\$ 27		\$ 85

2026 ERR Proposed Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	2026 Hourly Rental Rate	Proposed Hourly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
511	ROLL	2007	Hypac	Compactor/ Roller	12/19/07	17.44	\$ 87		\$ 85
512	ROLL	1994	Caterpillar	Roller, vibratory	4/12/95	30.13	\$ 94		\$ 85
514	ROLL	2013	Sakai	Compactor/ Roller	5/21/13	12.02	\$ 82		\$ 85
515	ROLL	1996	Hypac	Compactor/ Roller	6/1/97	27.99	\$ 231		\$ 85
TOTAL							\$ 635		\$ 595
Averages							\$ 91	\$ 85	\$ 85

350	SEWR	2013	Spartan	Sewer Jetter	10/25/13	11.59	\$ 171		\$ 168
TOTAL							\$ 171		\$ 168
Averages							\$ 171	\$ 168	\$ 168

524	SEWR	2015	Kenworth / Vactor	Sewer Truck Vactor	9/3/14	10.74	\$ 75		\$ 168
TOTAL							\$ 75		\$ 168
Averages							\$ 75	\$ 168	\$ 168

400	SHMR	2008	Homemade	Slide Hammer	10/7/08	16.64	\$ 299		\$ 288
TOTAL							\$ 299		\$ 288
Averages							\$ 299	\$ 288	\$ 288

108	SWPP	2021	Superior Broom	Self-Propelled Sweeper	6/28/21	3.92	\$ 58		\$ 70
109	SWPP	1994	Brush Sweeper	Brush Sweeper	5/1/19	6.08	\$ 63		\$ 70
292	SWPP	2020	Superior Broom	Self-Propelled Sweeper	8/6/20	4.81	\$ 49		\$ 70
332	SWPP	2018	Superior Broom	Self-Propelled Sweeper	10/30/18	6.58	\$ 37		\$ 70
491	SWPP	1996	MB	Portable Broom	3/22/05	20.19	\$ 38		\$ 70
492	SWPP	2018	Superior Broom	Self-Propelled Sweeper	10/25/18	6.59	\$ 46		\$ 70

2026 ERR Proposed Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	2026 Hourly Rental Rate	Proposed Hourly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
552	SWPP	1987	Sweepster	Portable Broom	2/20/87	38.28	\$ 146		\$ 70
TOTAL							\$ 437		\$ 490
Averages							\$ 62	\$ 92	\$ 92

551	SWPR	2009	Elgin	Sweeper	7/31/09	15.83	\$ 88		\$ 80
TOTAL							\$ 88		\$ 80
Averages							\$ 88	\$ 80	\$ 80

610	TMSM	2023	Autocar	Paint Striper	2/7/24	1.31	\$ 119		\$ 95
TOTAL							\$ 119		\$ 95.00
Averages							\$ 119	\$ 95	\$ 95

507	TRLG	1999	Fontaine	Lowboy Trailer	10/6/98	26.65	\$ 49		\$ 58
TOTAL							\$ 49		\$ 58
Averages							\$ 49	\$ 58	\$ 58

152	TRLP	1994	Sturdy Weld	Pup Trailer, 4 axle	11/23/16	8.52	\$ 35		\$ 90
153	TRLP	1994	Sturdy Weld	Pup Trailer, 2 axle	5/4/94	31.07	\$ 350		\$ 90
156	TRLP	1992	Sturdy Weld	Pup Trailer, 3 axle	12/31/15	9.41	\$ 74		\$ 90
206	TRLP	1985	Peerless	Pup Trailer, 2 axle, 8x10	2/20/85	40.28	\$ 139		\$ 90
213	TRLP	1980	Lynn	Pup Trailer, 2 axle	6/16/80	44.95	\$ 156		\$ 90
214	TRLP	1979	Truckweld	Pup Trailer, 2 axle	5/1/79	46.08	\$ 637		\$ 90
244	TRLP	1996	Sturdy Weld	Pup Trailer, 3 axle	2/7/17	8.31	\$ 82		\$ 90
323	TRLP	1988	Sturdy Weld	Pup Trailer, 3 axle	2/23/16	9.27	\$ 27		\$ 90
326	TRLP	1991	Peerless	Pup Trailer, 2 axle, 9/11 yd	2/22/91	34.27	\$ 122		\$ 90

2026 ERR Proposed Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	2026 Hourly Rental Rate	Proposed Hourly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
327	TRLP	1991	Peerless	Pup Trailer, 2 axle, 9/11 yd	2/22/91	34.27	\$ 49		\$ 90
344	TRLP	1996	Sturdy Weld	Pup Trailer, 3 axle	2/7/17	8.31	\$ 34		\$ 90
444	TRLP	1989	Sturdy Weld	Pup Trailer, 3 axle	2/12/15	10.30	\$ 117		\$ 90
445	TRLP	1996	Sturdy Weld	Pup Trailer, 3 axle	6/17/15	9.95	\$ 23		\$ 90
447	TRLP	1996	Sturdy Weld	Pup Trailer, 3 axle	6/17/15	9.95	\$ 43		\$ 90
TOTAL							\$ 1,889		\$ 1,260
Averages							\$ 135	\$ 90	\$ 90

124	TRLT	2012	Olympic	Tilt Trailer	3/26/12	13.18	\$ 13		\$ 21
211	TRLT	2013	Olympic	Tilt Trailer	5/21/13	12.02	\$ 20		\$ 21
317	TRLT	2013	Olympic	Tilt Trailer	5/21/13	12.02	\$ 16		\$ 21
440	TRLT	2019	Trail King	Tilt Trailer	7/25/19	5.84	\$ 3		\$ 21
442	TRLT	1990	Eager Beaver	Tilt Trailer	10/17/90	34.62	\$ 35		\$ 21
443	TRLT	2012	Olympic	Tilt Trailer	3/21/12	13.19	\$ 18		\$ 21
532	TRLT	1988	Norwest	12' Utility Trailer	7/17/03	21.87	\$ 9		\$ 21
TOTAL							\$ 115		\$ 147
Averages							\$ 16	\$ 21	\$ 21

604	TTRL	1980	Fruehauf	Semi-Tank/Trailer	4/13/87	38.13	\$ 64		\$ 63
TOTAL							\$ 64		\$ 63
Averages							\$ 64	\$ 32	\$ 32

57	TUTH	2016	Ford	F550 1 ton, Utility Truck w/ Svc Body	3/30/16	9.16	\$ 10		\$ 101
101	TUTH	2015	Ford	F550 w/ Dump Body	6/30/14	10.91	\$ 18		\$ 101
102	TUTH	2022	Ford	F550 w/ Dump Body	3/24/23	2.18	\$ 97		\$ 101

2026 ERR Proposed Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	2026 Hourly Rental Rate	Proposed Hourly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
202	TUTH	1987	Chevrolet	Utility Truck, 1 ton	6/15/87	37.96	\$ 72		\$ 101
210	TUTH	2015	Ford	F550 1 ton, w/ Dump Body	6/30/14	10.91	\$ 10		\$ 101
224	TUTH	2025	Ford	F550 1 ton, w/ Dump Body	1/1/25	0.41	\$ 2,112		\$ 101
229	TUTH	2004	Ford	F450 w/ Dump Body	9/4/03	21.74	\$ 22		\$ 101
314	TUTH	2015	Ford	F550 w/ Dump Body	6/30/14	10.91	\$ 17		\$ 101
315	TUTH	2017	Ford	F750 w/Dump Body & Box	6/20/17	7.94	\$ 24		\$ 101
329	TUTH	2004	Ford	F450 w/ Dump Body	9/22/03	21.69	\$ 23		\$ 101
420	TUTH	2015	Ford	F550 w/ Dump Body	6/30/14	10.91	\$ 15		\$ 101
425	TUTH	2004	Ford	F450 w/ Dump Body	9/4/03	21.74	\$ 38		\$ 101
426	TUTH	2022	Ford	F550 1 ton, w/ Dump Body	11/1/22	2.58	\$ 80		\$ 101
TOTAL							\$ 2,539		\$ 1,313
Averages							\$ 195	\$ 101	\$ 101

54	TUTL	2016	Ford	F350 3/4 ton, 4x4, Ext Cab	3/1/16	9.24	\$ 4		\$ 19
55	TUTL	2016	Ford	F350 1 ton, 4X4 Ext Cab	3/1/16	9.24	\$ 6		\$ 19
100	TUTL	2016	Dodge	Ram 1/2 ton, 4wd Pickup	10/23/15	9.60	\$ 6		\$ 19
103	TUTL	2010	Chevrolet	Silverado 3/4 ton, 4x4	6/14/10	14.96	\$ 13		\$ 19
104	TUTL	2024	Ford	F250 Super Duty, Crew Cab	4/23/24	1.10	\$ 16		\$ 19
105	TUTL	2016	Chevrolet	Colorado 4x2, V6	2/18/16	9.28	\$ 24		\$ 19
132	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	7/9/14	10.89	\$ 10		\$ 19
136	TUTL	2006	Ford	F250 3/4 ton, 4x4	6/20/05	19.94	\$ 15		\$ 19
138	TUTL	2016	Ford	F350 1 ton, 4x4 Ext Cab	3/1/16	9.24	\$ 6		\$ 19
139	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	2/11/15	10.30	\$ 9		\$ 19
201	TUTL	2010	Chevrolet	Silverado 3/4 ton, 4x4	6/14/10	14.96	\$ 10		\$ 19
207	TUTL	2006	Ford	F250 3/4 ton, 4x4	6/20/05	19.94	\$ 11		\$ 19

2026 ERR Proposed Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	2026 Hourly Rental Rate	Proposed Hourly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
228	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	7/9/14	10.89	\$ 5		\$ 19
232	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	2/11/15	10.30	\$ 6		\$ 19
233	TUTL	2016	Dodge	Ram 1/2 ton, 4wd	10/23/15	9.60	\$ 5		\$ 19
234	TUTL	2016	Chevrolet	Colorado 4x4 Ext Cab	12/4/15	9.49	\$ 12		\$ 19
235	TUTL	2016	Ford	F350 1 ton, 4x4 Ext Cab	3/1/16	9.24	\$ 7		\$ 19
236	TUTL	2024	Ford	F250 Super Duty, Crew Cab	4/23/24	1.10	\$ 11		\$ 19
301	TUTL	2010	Chevrolet	Silverado 3/4 ton, 4x4	6/14/10	14.96	\$ 57		\$ 19
303	TUTL	2006	Ford	F250 3/4 ton, 4x4	6/20/05	19.94	\$ 12		\$ 19
306	TUTL	2015	Chevrolet	Colorado 4x4 Ext Cab	4/7/15	10.14	\$ 13		\$ 19
307	TUTL	2016	Dodge	Ram 1/2 ton, 4wd	11/4/15	9.57	\$ 4		\$ 19
308	TUTL	2016	Ford	F350 1 ton, 4x4 Ext Cab	3/1/16	9.24	\$ 7		\$ 19
309	TUTL	2024	Ford	F250 Super Duty, Crew Cab	4/23/24	1.10	\$ 11		\$ 19
310	TUTL	2016	Ford	F350 1 ton, 4x4 Ext Cab	3/1/16	9.24	\$ 8		\$ 19
318	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	7/9/14	10.89	\$ 10		\$ 19
319	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	2/11/15	10.30	\$ 7		\$ 19
421	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	7/9/14	10.89	\$ 6		\$ 19
422	TUTL	2010	Chevrolet	Silverado 3/4 ton, 4x4	6/14/10	14.96	\$ 43		\$ 19
423	TUTL	2006	Ford	F250 3/4 ton, 4x4 Pickup	6/20/05	19.94	\$ 15		\$ 19
425	TUTL	2024	Ford	F250 Super Duty, Crew Cab	4/23/24	1.10	\$ 10		\$ 19
427	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	2/11/15	10.30	\$ 5		\$ 19
428	TUTL	2016	Dodge	Ram 1/2 ton, 4wd	11/4/15	9.57	\$ 4		\$ 19
429	TUTL	2016	Ford	F350 1 ton, 4x4 Ext Cab	3/1/16	9.24	\$ 6		\$ 19
430	TUTL	2016	Chevrolet	Colorado 4x4 Ext Cab	2/18/16	9.28	\$ 8		\$ 19
TOTAL							\$ 401		\$ 665
Averages							\$ 11	\$ 19	\$ 19

2026 ERR Proposed Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	2026 Hourly Rental Rate	Proposed Hourly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
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633	ZIPP	2012	Asphalt Zipper	Asphalt Zipper	4/24/12	13.10	\$ 203		\$ 216
TOTAL							\$ 203		\$ 216
Averages							\$ 203	\$ 216	\$ 216

2026 ERR Proposed Monthly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Monthly Rental Rate	Proposed Monthly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
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10	AUTO	2014	Ford	Escape	10/29/13	11.58	\$ (1,000.00)	\$ 407		\$ 405
11	AUTO	2014	Ford	Escape	10/29/13	11.58	\$ (1,000.00)	\$ 415		\$ 405
15	AUTO	2017	Ford	Escape	6/20/17	7.94	\$ (1,000.00)	\$ 393		\$ 405
TOTAL							\$ (3,000.00)	\$ 1,215		\$ 1,215
AUTO Averages							\$ (1,000.00)	405	\$ 405	\$ 405

630	BLOW	1999	Finn	Straw Blower	7/1/99	25.91	\$ (2,000.00)	\$ 145		\$ 70
TOTAL							\$ (2,000.00)	\$ 145		\$ 70
BLOW Averages							\$ (2,000.00)	\$ 145	\$ 70	\$ 70

559	CAMS	2022	Cues	Portable Inspection Camera	1/28/22	3.34	\$ (10,000.00)	\$ 147		\$ 139
TOTAL							\$ (10,000.00)	\$ 147		\$ 139
CAMS Averages							\$ (10,000.00)	\$ 147	\$ 139	\$ 139

600	CAMS	2020	Pace/Aries	Inspection Camera	11/4/03	21.57	\$ (10,000.00)	\$ 1,144		\$ 1,123
TOTAL							\$ (10,000.00)	\$ 1,144		\$ 1,123
CAMS Averages							\$ (10,000.00)	\$ 1,144	\$ 1,123	\$ 1,123

602	COMP	1986	Ingersoll Rand	Air Comp Trailer Mounted	9/30/86	38.66	\$ (1,000.00)	\$ 124		\$ 123
TOTAL							\$ (1,000.00)	\$ 124		\$ 123
COMP Averages							\$ (1,000.00)	\$ 124	\$ 123	\$ 123

116	FORK	2014	Toyota	Forklift	3/22/16	9.19	\$ (500.00)	\$ 234		\$ 246
245	FORK	2007	Toyota	Forklift	12/26/07	17.43	\$ (500.00)	\$ 373		\$ 246
377	FORK	2014	Toyota	Forklift	3/22/16	9.19	\$ (500.00)	\$ 208		\$ 246
465	FORK	2009	Toyota	Fork lift	4/4/17	8.15	\$ (500.00)	\$ 235		\$ 246
TOTAL							\$ (2,000.00)	\$ 1,050		\$ 984
FORK Averages							\$ (500.00)	\$ 262	\$ 246	\$ 246

117	GENR	2023	Generac	Generator	6/29/23	1.92	\$ (500.00)	\$ 598		\$ 200
222	GENR	1992	Aptech	Generator	5/20/92	33.03	\$ (500.00)	\$ 587		\$ 200

2026 ERR Proposed Monthly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Monthly Rental Rate	Proposed Monthly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
342	GENR	2002	Generac	Generator	1/1/02	23.00	\$ (500.00)	\$ 143		\$ 200
462	GENR	2000	KatoLight	Generator	2/18/00	25.28	\$ (500.00)	\$ 229		\$ 200
TOTAL							\$ (2,000.00)	\$ 1,557		\$ 800
GENR Averages							\$ (500.00)	\$ 389	\$ 200	\$ 200

517	HAMR	2001	Breaker Tech	Hydraulic Hammer	5/18/01	24.03	\$ -	\$ 129		\$ 130
518	HAMR	2001	Breaker Tech	Hydraulic Hammer	5/18/01	24.03	\$ -	\$ 132		\$ 130
TOTAL							\$ -	\$ 261		\$ 260
HAMR Averages							\$ -	\$ 130	\$ 130	\$ 130

527	HOPC	2001	Breaker Tech	Compactor	5/18/01	24.03	\$ -	\$ 48		\$ 48
528	HOPC	2001	Breaker Tech	Compactor	5/18/01	24.03	\$ -	\$ 47		\$ 48
TOTAL							\$ -	\$ 95		\$ 96
HOPC Averages							\$ -	\$ 47	\$ 48	\$ 48

304	LITE	2003	Allmand	Portable Light Tower	9/9/05	19.72	\$ -	\$ 51		\$ 147
407	LITE	2003	Allmand	Portable Light Tower	12/9/04	20.47	\$ -	\$ 58		\$ 147
TOTAL							\$ -	\$ 108		\$ 294
LITE Averages							\$ -	\$ 54	\$ 147	\$ 147

495	MESG	2005	Solar Tech	Message Board	11/8/06	18.56	\$ (1,000.00)	\$ 220		\$ 162
496	MESG	2005	Solar Tech	Message Board	11/8/06	18.56	\$ (1,000.00)	\$ 208		\$ 162
497	MESG	2005	Solar Tech	Message Board	11/8/06	18.56	\$ (1,000.00)	\$ 210		\$ 162
498	MESG	2004	Solar Tech	Message Board	8/9/04	20.81	\$ (500.00)	\$ 97		\$ 162
499	MESG	2004	Solar Tech	Message Board	8/9/04	20.81	\$ (500.00)	\$ 96		\$ 162
TOTAL							\$ (4,000.00)	\$ 830		\$ 810
MESG Averages							\$ (800.00)	\$ 166	\$ 162	\$ 162

107	PATC	1986	McConnaughay	Tailgate Patcher	3/14/86	39.21	\$ (1,000.00)	\$ 175		\$ 145
209	PATC	1990	McConnaughay	Tailgate Patcher	9/6/90	34.73	\$ (1,000.00)	\$ 130		\$ 145
305	PATC	1992	McConnaughay	Tailgate Patcher	4/14/92	33.13	\$ (1,000.00)	\$ 158		\$ 145
463	PATC	1986	McConnaughay	Tailgate Patcher	3/14/86	39.21	\$ (1,000.00)	\$ 130		\$ 145

2026 ERR Proposed Monthly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Monthly Rental Rate	Proposed Monthly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
TOTAL							\$ (4,000.00)	\$ 594		\$ 580
PATC Averages							\$ (1,000.00)	\$ 148	\$ 145	\$ 145

505	PPMP	1981	Homelite	Diaphragm Pump	4/9/81	44.14	\$ -	\$ 44		\$ 33
540	PPMP	2012	Honda	4" Trash Pump	3/13/13	12.21	\$ -	\$ 33		\$ 33
541	PPMP	2012	Honda	4" Trash Pump	3/13/13	12.21	\$ -	\$ 30		\$ 33
542	PPMP	2012	Honda	4" Trash Pump	3/13/13	12.21	\$ -	\$ 41		\$ 33
543	PPMP	2012	Honda	4" Trash Pump	3/13/13	12.21	\$ -	\$ 33		\$ 33
544	PPMP	2012	Honda	4" Trash Pump	3/13/13	12.21	\$ -	\$ 28		\$ 33
545	PPMP	2012	Honda	4" Trash Pump	3/13/13	12.21	\$ -	\$ 25		\$ 33
TOTAL							\$ -	\$ 235		\$ 231
PPMP Averages							\$ -	\$ 34	\$ 33	\$ 33

534	PUMP	2005	Power Prime	Emergency Pump	5/22/06	19.02	\$ -	\$ 342		\$ 321
535	PUMP	2005	Power Prime	Emergency Pump	5/22/06	19.02	\$ -	\$ 310		\$ 321
TOTAL							\$ -	\$ 652		\$ 642
PUMP Averages							\$ -	\$ 326	\$ 321	\$ 321

401	RADI	2007	Various	Radios	1/24/07	18.35	\$ -	\$ 4,486		\$ 2,085
TOTAL							\$ -	\$ 4,486		\$ 2,085
RADI Averages							\$ -	\$ 4,486	\$ 2,085	\$ 2,085

122	SAND	1995	Highway	12' Sander	7/27/95	29.84	\$ -	\$ 195		\$ 198
173	SAND	2019	Henke	12' Sander	9/30/19	5.66	\$ -	\$ 336		\$ 198
174	SAND	2009	Salt Dogg	6' Sander	11/24/09	15.51	\$ -	\$ 187		\$ 198
175	SAND	2022	Salt Dogg	8' Sander	11/16/22	2.54	\$ -	\$ 430		\$ 198
176	SAND	1971	Hiway	11' Sander	1/12/71	54.38	\$ -	\$ 279		\$ 198
177	SAND	1990	Fontaine	6' Sander	9/17/90	34.70	\$ -	\$ 130		\$ 198
178	SAND	1991	Hiway	12' Sander	5/7/91	34.06	\$ -	\$ 259		\$ 198
205	SAND	1979	Hiway	10' Sander	12/6/79	45.48	\$ -	\$ 260		\$ 198
217	SAND	2019	Henke	12" Sander	9/30/19	5.66	\$ -	\$ 255		\$ 198
219	SAND	1991	Hiway	12' Sander	5/8/91	34.06	\$ -	\$ 229		\$ 198
220	SAND	1995	Highway	12' Sander	7/27/95	29.84	\$ -	\$ 200		\$ 198

2026 ERR Proposed Monthly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Monthly Rental Rate	Proposed Monthly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
221	SAND	2017	Salt Dogg	8' Sander	11/17/17	7.53	\$ -	\$ 265		\$ 198
225	SAND	2009	Salt Dogg	6' Sander	11/24/09	15.51	\$ -	\$ 78		\$ 198
227	SAND	2012	Monroe	12' Sander	6/21/12	12.94	\$ -	\$ 186		\$ 198
379	SAND	2019	Henke	12' Sander	9/30/19	5.66	\$ -	\$ 310		\$ 198
380	SAND	2024	Salt Dogg	12' Sander	1/1/24	1.41	\$ -	\$ 535		\$ 198
390	SAND	1991	Hiway	12' Sander	5/7/91	34.06	\$ -	\$ 245		\$ 198
391	SAND	1984	Hiway	7' Sander	12/19/84	40.44	\$ -	\$ 236		\$ 198
392	SAND	2009	Salt Dogg	6' Sander	11/24/09	15.51	\$ -	\$ 76		\$ 198
393	SAND	1990	Fontaine	6' Sander	9/18/90	34.70	\$ -	\$ 119		\$ 198
394	SAND	1995	Highway	12' Sander	7/27/95	29.84	\$ -	\$ 221		\$ 198
483	SAND	2024	Salt Dogg	12' Sander	1/1/24	1.41		\$ 187		\$ 198
484	SAND	2019	Henke	12' Sander	9/30/19	5.66	\$ -	\$ 273		\$ 198
485	SAND	1991	Hiway	12' Sander	5/7/91	34.06	\$ -	\$ 237		\$ 198
486	SAND	1971	Hiway	11' Sander	10/18/71	53.61	\$ -	\$ 229		\$ 198
487	SAND	1995	Hiway	12' Sander	7/27/95	29.84	\$ -	\$ 193		\$ 198
488	SAND	2009	Salt Dogg	6' Sander	11/24/09	15.51	\$ -	\$ 62		\$ 198
489	SAND	1990	Fontaine	6' Sander	9/18/90	34.70	\$ -	\$ 91		\$ 198
TOTAL							\$ -	\$ 6,303		\$ 5,544
SAND Averages							\$ -	\$ 225	\$ 198	\$ 198

628	SEED	1999	Finn	Hydro Seeder	7/1/99	25.91	\$ (2,000.00)	\$ 270		\$ 100
TOTAL							\$ (2,000.00)	\$ 270		\$ 100
SEED Averages							\$ (2,000.00)	\$ 270	\$ 100	\$ 100

159	SNOW	2003	Boss	9' Reversible Steel Plow	9/4/03	21.74	\$ (2,000.00)	\$ 101		\$ 87
164	SNOW	1999	Henke	Snow Plow	9/1/99	25.74	\$ (2,000.00)	\$ 158		\$ 87
180	SNOW	1974	Gledhill	Snow Plow	1/17/74	51.37	\$ (500.00)	\$ 148		\$ 87
181	SNOW	1997	Boss	Snow Plow	4/2/97	28.16	\$ (1,000.00)	\$ 80		\$ 87
191	SNOW	2023	American Sno-Plows	Snow Plow	8/3/22	2.82	\$ (2,000.00)	\$ 155		\$ 87
192	SNOW	2013	Jenkins	Snow Plow	1/17/14	11.37	\$ (2,000.00)	\$ 187		\$ 87
193	SNOW	2022	Boss	Snow Plow	3/3/23	2.24	\$ 2,000.00	\$ 427		\$ 87
223	SNOW	1997	Boss	Snow Plow	4/1/97	28.16	\$ (1,000.00)	\$ 49		\$ 87
230	SNOW	2013	Jenkins	Snow Plow	1/17/14	11.37	\$ (2,000.00)	\$ 90		\$ 87

2026 ERR Proposed Monthly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Monthly Rental Rate	Proposed Monthly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
231	SNOW	2003	Boss	9' Reversible Steel Plow	9/4/03	21.74	\$ (2,000.00)	\$ 63		\$ 87
280	SNOW	2025	Falls	12' Snow Plow	2/25/25	0.26	\$ (2,000.00)	\$ 372		\$ 87
281	SNOW	2017	American Sno-Plows	10' Snow Plow	5/5/17	8.07	\$ (2,000.00)	\$ 85		\$ 87
282	SNOW	1980	Henke	Snow Plow	11/26/80	44.51	\$ (500.00)	\$ 130		\$ 87
330	SNOW	2003	Boss	9' Reversible Steel Plow	9/4/03	21.74	\$ (2,000.00)	\$ 68		\$ 87
378	SNOW	1997	Boss	8' 6" Snow Plow	4/1/97	28.16	\$ (1,000.00)	\$ 56		\$ 87
385	SNOW	2023	American Sno-Plows	12' Steel Snow Plow	2/5/24	1.32	\$ (2,000.00)	\$ 295		\$ 87
386	SNOW	2017	American Sno-Plows	10' Snow Plow	5/5/17	8.07	\$ (2,000.00)	\$ 96		\$ 87
387	SNOW	2013	Jenkins	11' Snow Plow	1/17/14	11.37	\$ (2,000.00)	\$ 56		\$ 87
388	SNOW	1999	Henke	11' Snow Plow	9/1/99	25.74	\$ (2,000.00)	\$ 133		\$ 87
389	SNOW	1957	Wausau	10' Snow Plow	1/1/57	68.41	\$ (500.00)	\$ 69		\$ 87
410	SNOW	2013	Jenkins	Snow Plow	1/17/14	11.37	\$ (2,000.00)	\$ 81		\$ 87
411	SNOW	2014	Boss	Snow Plow 9'	8/5/14	10.82	\$ (2,000.00)	\$ 63		\$ 87
412	SNOW	1999	Henke	Snow Plow	9/1/99	25.74	\$ (2,000.00)	\$ 85		\$ 87
413	SNOW	2003	Boss	9' Reversible Steel Plow	9/4/03	21.74	\$ (2,000.00)	\$ 71		\$ 87
414	SNOW	1955	Wausau	Snow Plow	1/1/55	70.41	\$ (500.00)	\$ 53		\$ 87
416	SNOW	2020	Northend	Snow Plow	3/19/21	4.19	\$ (500.00)	\$ 156		\$ 87
417	SNOW	2022	Boss	Snow Plow	3/3/23	2.24	\$ (2,000.00)	\$ 427		\$ 87
TOTAL							\$ (39,500.00)	\$ 3,752		\$ 2,349
SNOW Averages							\$ (1,462.96)	138.97	\$ 90	\$ 90

285	TNKW	2016		Water Tank, 1625-gal	2/10/16	9.30	\$ (200.00)	\$ 30		\$ 22
405	TNKW	1987	Homemade	Gas-Powered Water Tank	12/1/87	37.49	\$ (200.00)	\$ 67		\$ 22
406	TNKW	1990	Wajax	Tank/Trailer	12/16/97	27.45	\$ (50.00)	\$ 63		\$ 22
464	TNKW	1991		Water Tank, 1625-gal	7/1/91	33.91	\$ (200.00)	\$ 54		\$ 22
115a	TNKW	1991		Water Tank, 1625-gal	7/1/91	33.91	\$ (200.00)	\$ 66		\$ 22
325a	TNKW	1991		Water Tank, 1625-gal	7/1/91	33.91	\$ (200.00)	\$ 48		\$ 22
TOTAL							\$ (1,050.00)	\$ 327		\$ 132
TNKW Averages							\$ (175.00)	\$ 55	\$ 22	\$ 22

4	TPCK	2016	Dodge	Ram 1/2 ton, 4wd Pickup	10/23/15	9.60	\$ (2,000.00)	\$ 482		\$ 230
6	TPCK	2016	Dodge	Ram 1/2 ton, 4wd Pickup	10/23/15	9.60	\$ (2,000.00)	\$ 605		\$ 230
7	TPCK	2020	Toyota	Tacoma SR5	10/5/20	4.65	\$ (2,000.00)	\$ 705		\$ 230

2026 ERR Proposed Monthly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Monthly Rental Rate	Proposed Monthly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
19	TPCK	2017	Chevrolet	Colorado 4x4 Ext Cab	5/18/17	8.03	\$ (2,000.00)	\$ 291		\$ 230
21	TPCK	2017	Chevrolet	Colorado 4x4 Ext Cab	6/5/17	7.98	\$ (2,000.00)	\$ 434		\$ 230
40	TPCK	2016	Chevrolet	Colorado 4x2 Ext Cab	6/3/16	8.99	\$ (2,000.00)	\$ 317		\$ 230
41	TPCK	2015	Chevrolet	Colorado 4x4 Ext Cab	4/21/15	10.11	\$ (1,000.00)	\$ 863		\$ 230
44	TPCK	2004	Chevrolet	Colorado 4x4 Ext Cab	6/15/04	20.96	\$ (1,000.00)	\$ 341		\$ 230
46	TPCK	2008	Ford	Ranger 4x4, XLPickup	6/3/08	16.99	\$ (1,000.00)	\$ 250		\$ 230
47	TPCK	2006	Ford	Ranger 4x4, XLPickup	7/21/06	18.86	\$ (1,000.00)	\$ 320		\$ 230
TOTAL							\$ (16,000.00)	\$ 4,607		\$ 2,300
TPCK Averages							\$ (1,600.00)	\$ 461	\$ 230	\$ 230

106	TRAC	2007	New Holland/US Mower	Tractor/Mower	7/6/07	17.90	\$ (5,000.00)	\$ 1,573		\$ 815
129	TRAC	1988	Ford	Tractor/Mower	5/12/88	37.05	\$ (5,000.00)	\$ 1,301		\$ 815
182	TRAC	2002	New Holland/US Mower	Tractor/Mower	9/18/02	22.70	\$ (7,000.00)	\$ 1,146		\$ 815
183	TRAC	2008	New Holland/US Mower	Tractor/Mower	7/7/08	16.89	\$ (5,000.00)	\$ 1,586		\$ 815
196	TRAC	2021	John Deere	Tractor/Mower	11/10/21	3.55	\$ (5,000.00)	\$ 1,914		\$ 815
197	TRAC	2012	New Holland/US Mower	Tractor/Mower	11/28/12	12.50	\$ (5,000.00)	\$ 1,656		\$ 815
294	TRAC	2007	New Holland/US Mower	Tractor/Mower	8/1/07	17.83	\$ (5,000.00)	\$ 1,672		\$ 815
295	TRAC	2008	New Holland/US Mower	Tractor/Mower	7/7/08	16.89	\$ (5,000.00)	\$ 1,822		\$ 815
296	TRAC	2012	New Holland/US Mower	Tractor/Mower	11/20/12	12.53	\$ (5,000.00)	\$ 1,542		\$ 815
297	TRAC	2021	John Deere	Tractor/Mower	9/27/21	3.67	\$ (5,000.00)	\$ 1,681		\$ 815
395	TRAC	2008	New Holland/US Mower	Tractor/Mower	11/13/08	16.54	\$ (5,000.00)	\$ 2,007		\$ 815
396	TRAC	2021	John Deere	Tractor/Mower	6/8/21	3.98	\$ (5,000.00)	\$ 2,212		\$ 815
398	TRAC	2007	New Holland/US Mower	Tractor/Mower	7/26/07	17.84	\$ (5,000.00)	\$ 2,074		\$ 815
399	TRAC	2012	New Holland/US Mower	Tractor/Mower	11/26/12	12.51	\$ (5,000.00)	\$ 1,637		\$ 815
471	TRAC	2008	New Holland/US Mower	Tractor/Mower	7/24/08	16.85	\$ (5,000.00)	\$ 1,729		\$ 815
472	TRAC	2007	New Holland/US Mower	Tractor/Mower	8/9/07	17.81	\$ (5,000.00)	\$ 1,607		\$ 815
474	TRAC	2021	John Deere	Tractor/Mower	1/14/22	3.38	\$ (5,000.00)	\$ 1,841		\$ 815
475	TRAC	2021	John Deere	Tractor/Mower	2/11/22	3.30	\$ (5,000.00)	\$ 1,987		\$ 815
631	TRAC	1984	Case/International	Tractor/Mower	9/9/02	22.72	\$ (5,000.00)	\$ 1,618		\$ 815
TOTAL							\$ (97,000.00)	\$ 32,605		\$ 15,485
TRAC Averages							\$ (5,105.26)	\$ 1,716	\$ 815	\$ 815

112	TRLH	1970	Homemade	Trailer	12/23/70	54.43	\$ (100.00)	\$ 54		\$ 44
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2026 ERR Proposed Monthly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Monthly Rental Rate	Proposed Monthly Rate (no change in 2026)	2025 Rental Rates for 2026 (not changing in 2026)
203	TRLH	1994	Nuway	4x8 Trailer	11/21/94	30.52	\$ (100.00)	\$ 17		\$ 44
311	TRLH	2018	PJTM	Utility Trailer	9/11/19	5.72	\$ (100.00)	\$ 58		\$ 44
312	TRLH	1989	Homemade	Utility Trailer	4/15/89	36.12	\$ (100.00)	\$ 39		\$ 44
328	TRLH	1998	Nuway	4x8 Trailer	8/5/98	26.82	\$ (100.00)	\$ 49		\$ 44
408	TRLH	2006	Eagle	Utility Trailer	8/17/05	19.78	\$ (100.00)	\$ 47		\$ 44
441	TRLH	1998	Nuway	4x8 Trailer	8/5/98	26.82	\$ (100.00)	\$ 13		\$ 44
522	TRLH	1986	Homemade	Trailer	6/1/86	38.99	\$ (100.00)	\$ 40		\$ 44
629	TRLH	1999	TNT-12	Utility Trailer	8/12/99	25.80	\$ (100.00)	\$ 89		\$ 44
TOTAL							\$ (900.00)	\$ 405		\$ 396
Averages							\$ (100.00)	\$ 45	\$ 44	\$ 44



ISLAND COUNTY PLANNING & COMMUNITY DEV.

WORK SESSION AGENDA

MEETING DATE: 7/2/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Jonathan Lange, Director

Amount of time requested for agenda discussion. 140 minutes

Agenda Item No.: 1

Subject: Updates to Chapter 17.06 – Freeland Zoning Code

Description: Island County Planning seeks to make changes to the zoning regulations for the Freeland Non-Municipal Urban Growth Area to support development of workforce housing in Freeland.

Attachments: Memo, Code 17.06 Update, Presentation

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Agenda Item No.: 2

Subject: 2025 Comprehensive Plan – Goals and Policies review (Climate and Economic Development)

Description: The Board will review and discuss the revised goals and policies for the 2025 update to the Comprehensive Plan for the Climate, Economic Development Elements and remaining portion of the Natural Resources element.

Attachments: Memo, Climate Goals and Policies Tracker, Economic Development Goals and Policies Tracker, Natural Resources Goals and Policies Tracker starting with Item 10.

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



Island County Planning and Community Development

Jonathan Lange, AICP, CFM
Director

1 NE 7th St., Coupeville, WA 98239

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Email: PlanningDept@islandcountywa.gov | <https://www.islandcountywa.gov/207/Planning-Community-Development>

~ Memorandum ~

TO: Board of Island County Commissioners
FROM: Long Range Planning
DATE: June 20, 2025
SUBJECT: Updates to Chapter 17.06 – Freeland Zoning Code

Update Chapter 17.06 – Freeland Zoning Code

Island County Planning and Community Development (PCD) seeks to make changes to the zoning regulations for Non-Residential Mixed-Use (NM) and Business Village (BV) zones within the Freeland Non-Municipal Urban Growth Area (NMUGA) aligned with the Comprehensive Plan and Freeland Subarea Plan. In order to support development of workforce housing in Freeland, Long Range Planning proposes these updates to the Freeland Non-municipal Urban Growth Area. Workforce housing is in short supply in Island County, and the proposed updates are meant to help address these concerns.

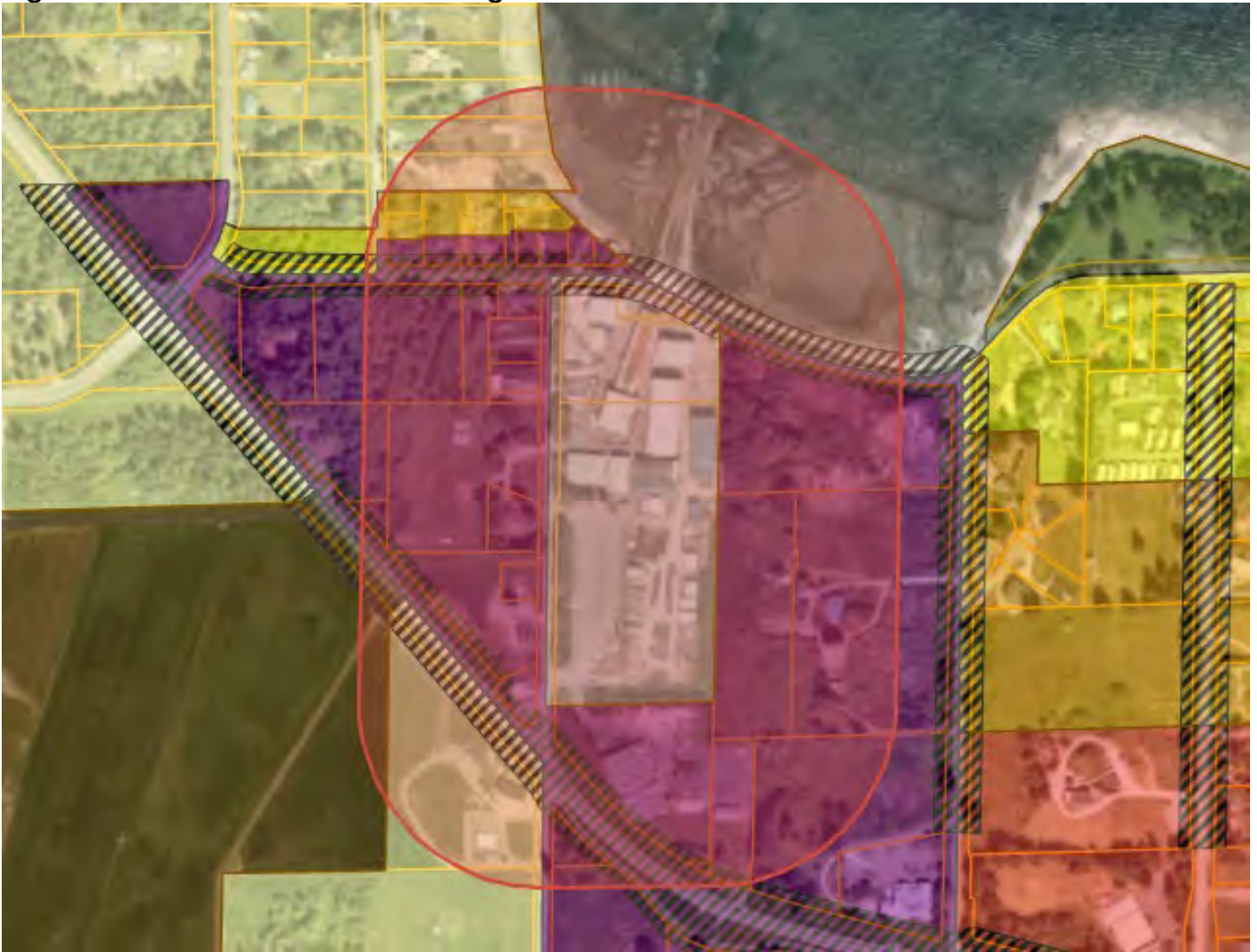
Allow for Workforce Housing

The first two changes are proposed to work in tandem to allow for workforce housing in the NM zone. The first is to allow for multifamily and attached single-family housing in the NM zone when developed in conjunction with an area employer. The next is to eliminate the 500-foot buffer restricting housing development around the Light Industrial zone (see Fig. 1).

The 500-foot buffer was originally created to reduce residential complaints to the industrial area. Workforce, or employee housing has been prohibited by this requirement. The following updates would allow for multi-family or attached single-family residences only for employee housing.

- Allow for attached single family and multifamily housing development in the NM zone
- Allow for housing development in the NM zone within 500' of the Light Industrial (LI) zone
- Residential development only possible in NM zone when developed by or with an area employer for workforce housing

Figure 1: 500-foot buffer around Light Industrial zone in Freeland NMUGA

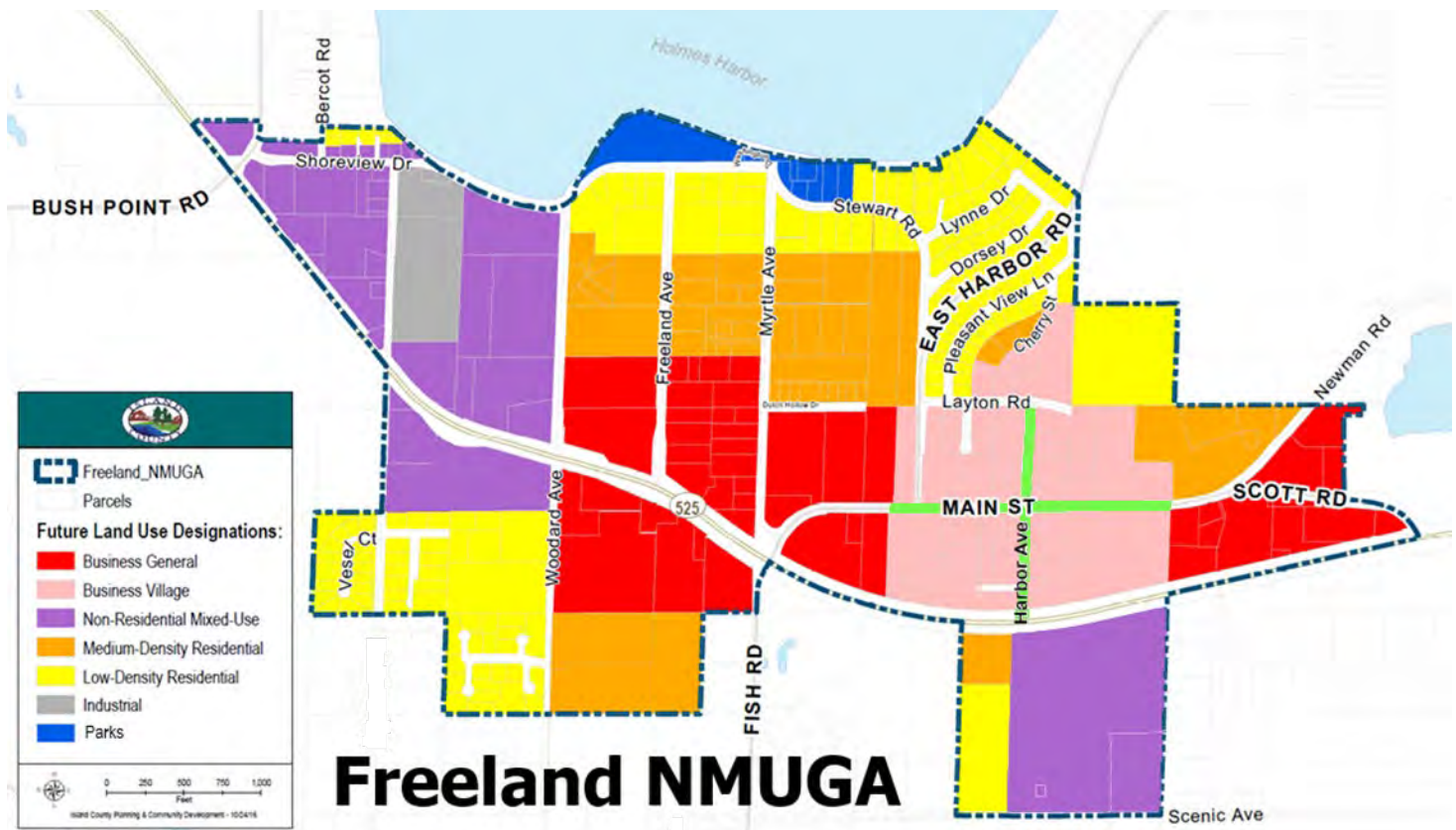


End the Multi-Family Mixed-Use Requirement in BV

The final proposed change is to allow for multi-family housing as a stand-alone use in the BV zone when not along Main Street or Harbor Avenue, the main commercial corridors (see Fig. 2).

- Allow for multi-family development as a stand-alone use in the BV zone
- Mixed-use development still required along Main Street and Harbor Avenue

Figure 2: Freeland Non-Municipal Urban Growth Area showing Main Street and Harbor Avenue (highlighted in green)



Staff Recommendation

Staff recommends moving Ordinance C-XX-25, PLG-003-25 to Consent for approval.

Attachments:

- Ordinance C-XX-25, PLG-003-25

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF AMENDMENTS TO
CHAPTER 17.06 ICC – FREELAND
ZONING CODE

ORDINANCE NO. C-_____-25
PLG-003-25

WHEREAS, Island County conducts planning activities in accordance with Chapter 36.70 RCW, the Planning Enabling Act; and

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990 to guide the development and adoption of comprehensive plans and development regulations of those counties required to plan under RCW 36.70A.040; and

WHEREAS, Island County is required to plan under the GMA; and

WHEREAS, in 1998, the Board of Island County Commissioners approved Ordinance C-123-98, which adopted the first GMA Comprehensive Plan and designated urban growth areas for Oak Harbor, Coupeville, and Langley, and designated Freeland as a Rural Area of More Intense Development (RAID); and

WHEREAS, on December 10, 2007, the Board of Island County Commissioners adopted the initial Freeland Subarea Plan and designated Freeland as a Non-municipal Urban Growth Area (NMUGA); and

WHEREAS, on December 13, 2016, the Board of Island County Commissioners approved Ordinance C-136-16, amending the Freeland Subarea Plan; and

WHEREAS, on June 18, 2019, the Board of Island County Commissioners approved Ordinance C-49-19, further amending the Freeland Subarea Plan, adopting Chapter 17.06 ICC – Freeland Zoning code, and amending the Island County Zoning Atlas; and

WHEREAS, amendments are proposed to Chapter 17.06 ICC regarding the development regulations pertaining to the Freeland NMUGA's Non-residential Mixed-Use (NM) and Business Village (BV) zones; and

WHEREAS, the amendments to Chapter 17.06 ICC will allow for housing development that does not exceed the densities planned for in the Freeland Subarea Plan; and

WHEREAS, the proposed amendments are consistent with the provisions of Chapter 36.70A RCW which requires that development regulations be consistent with the adopted Comprehensive Plan; and

WHEREAS, per the Freeland Subarea Plan, the Freeland NMUGA is designed to absorb residential development to mitigate sprawl and preserve the County's rural character; and

WHEREAS, attached single-family and multifamily housing development shall be allowed in the NM zone when developed in conjunction with an area employer for workforce housing; and

WHEREAS, housing development may occur within the 500 foot buffer of the Light Industrial (LI) zone when developed in conjunction with an area employer for workforce housing; and

WHEREAS, that multi-family development in the BV zone shall be allowed as a stand-alone use so long as it is not located on Main Street or Harbor Avenue; and

WHEREAS, a SEPA Determination of Non-significance was issued March 5, 2025, per WAC 197-11-340; and

WHEREAS, the updates to Chapter 17.06 ICC were publicly noticed with a comment period held from March 5, 2025, through March 19, 2025; and

WHEREAS, the Island County Planning Commission held a Public Hearing to approve and transmit Findings of Fact to the Board of Island County Commissioners and **NOW, THEREFORE**,

IT IS HEREBY ORDAINED that the Board of Island County Commissioners hereby adopts the amendments to Chapter 17.06 – Freeland Zoning code attached as Exhibit A.

EXHIBITS AND ATTACHMENTS

Exhibit A – Chapter 17.06 – Freeland Zoning code amendments

Exhibit B – Planning Commission Findings of Fact

ADOPTED this _____ day of _____, 2025

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Melanie Bacon, Chair

Janet St. Clair, Member

Jill Johnson, Member

ATTEST:

Jennifer Roll,
Clerk of the Board

APPROVED AS TO FORM:



Joseph B. McPherson
Deputy Prosecuting Attorney and
Island County Code Reviser

























































EXHIBIT A
CHAPTER 17.06 – FREELAND ZONING CODE
AMENDMENTS

DRAFT

Attachment A: Proposed updates to Chapter 17.06 ICC

See sections 17.06.500—17.06.580 for site design and sections 17.06.600—17.06.670 for building design standards.

TABLE 17.06.210 RESIDENTIAL AND RESIDENTIAL ACCESSORY USES

		 = Type I permitted use	 = Type II conditional use	 = Type III conditional use	Low Density Residential	Medium Density Residential	Business Village	Business General	Non-Residential	Light Industrial	
USE TYPE		LD	MD	BV	BG	NM	LI	RELATED CODE(S)			
Single-Family	Single Family, detached (1 unit)		 (3)								For Mobile Homes, see ICC 17.06.320.B
	Duplex (2 units)	 (6,7)	 (3)	 (2)							
	Single Family, attached (3—4 units)	 (6,7)	 (3,8)	 (2)		 (3,5)					Townhomes: ICC 17.06.320.E
	Manufactured home park										ICC 17.06.320.C
Multi-Family	Cottage housing	 (6,7,8)	 (3)	 (2)							ICC 17.06.320.D
	Multi-Family (5+ units)	 (7)	 (3,8)	 (2,3,5)	 (2,3,5)	 (2,3,5)					Includes courtyard, villa, and/or bungalow apartments
	Mixed-Use Residential, small (1—4 units)		 (3,5,7,8)	 (3,8)	 (3)	 (3)					Includes live/work units
	Mixed-Use Residential (5+ units)			 (3,8)	 (3)	 (3)					
Group Quarters	Residential Care Home	 (1,3,9)	 (1,3,9)								Up to 6 clients: ICC 17.06.350.C
	Group Home/Adult Family Home	 (8,9)	 (8,9)	 (1,3,8,9)							ICC 17.06.350.C
	Assisted Living/Nursing Home	 (3,7,9)	 (9)	 (1,3,8,9)							
Accessory Uses and Structures	Attached ADU	 (1)	 (1)	 (1)							ICC 17.06.320.A
	Detached ADU	 (1)	 (1)	 (1,5)							ICC 17.06.320.A
	Home Occupation	 or  (1)	 or  (1)	 or  (1)	 (1)	 (1)					ICC 17.06.310.A
	Home Industry	 (1,8)	 (1,8)	 (1)	 (1)	 (1)					ICC 17.06.310.B

	Accessory structures	I (1)	I (1)	I (1)	I (1)	I (1)	I (1)	Garage, shed, shop, etc.
<p>NOTES:</p> <p>(1) May be allowed as an accessory use only, subject to ICC 17.06.300—17.06.350.</p> <p>(2) Not allowed on Main Street or Harbor Avenue frontages.</p> <p>(3) Not allowed within 500 feet of Industrial (LI) district, unless developed in conjunction with an area employer for workforce housing.</p> <p>(4) Not allowed within 300 feet of a residential district (LD or MD) or existing residential use.</p> <p>(5) May be allowed as a component of a mixed-use development if fully integrated and the commercial component is developed at the same time as, or before, the residential; prohibited as a stand-alone use, unless developed in conjunction with an area employer for workforce housing. Mixed-use may be attached units or with residential in a separate building. In no case shall residential component have more square footage than the non-residential uses.</p> <p>(6) May be allowed as a component of a cluster development, under the PRD provisions in chapter 16.17 ICC.</p> <p>(7) May be allowed as a transitional use under the provisions of ICC 17.06.205.</p> <p>(8) Type II approval if SEPA required (per Chapter 43.21C RCW and 197-11 WAC), Type I approval if SEPA Exempt.</p> <p>(9) Number of bedrooms shall be limited by the septic/sewer capacity.</p>								

(Ord. No. C-49-19 [PLG-004-19], Exh. C, 6-18-2019; Ord. No. C-18-22 [PLG-002-21], Exh. A, 5-3-2022)

EXHIBIT B
PLANNING COMMISSION FINDINGS OF FACT

DRAFT



Island County Planning and Community Development

Jonathan Lange, AICP, CFM
Director

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

Email: PlanningDept@islandcountywa.gov | <https://www.islandcountywa.gov/207/Planning-Community-Development>

~ FINDINGS OF FACT AND LEGISLATIVE INTENT ~

To: Board of Island County Commissioners
From: Island County Planning Commission
Date: March 19, 2025
Subject: Updates to Chapter 17.06 – Freeland Zoning Code

SUMMARY/BACKGROUND

Island County Planning and Community Development (PCD) seeks to change the zoning regulations for Non-Residential Mixed-Use (NM) and Business Village (BV) zones within the Freeland NMUGA aligned with the Comprehensive Plan and Freeland Subarea Plan. In order to support development of workforce housing in Freeland, Long Range Planning proposes these updates to the Freeland Non-municipal Urban Growth Area. Workforce housing is in short supply in Island County, and the proposed updates are meant to help address these concerns.

Proposed changes and DRAFT documents were provided at Planning Commission workshop on February 5, 2025, and BOCC work session on February 12, 2025.

Update Chapter 17.06 – Freeland Zoning Code

Allow for Workforce Housing

The first two changes are proposed to work in tandem to allow for workforce housing in the NM zone. The first is to allow for multifamily and attached single-family housing in the NM zone when developed in conjunction with an area employer. The next is to eliminate the 500-foot buffer restricting housing development around the Light Industrial zone.

The 500-foot buffer was originally created to reduce industrial impacts and reduce residential complaints. Workforce, or employee housing has been prohibited by this requirement. The following updates would allow for multi-family and attached single-family residences only for employee housing.

- Allow for attached single family and multifamily housing development in the NM zone
- Allow for housing development in the NM zone within 500' of the Light Industrial (LI) zone

- Residential development only possible in NM zone when developed by or with an area employer for workforce housing

End the Multi-Family Mixed-Use Requirement

The final proposed change is to allow for multi-family housing as a stand-alone use in the BV zone when not along Main Street or Harbor Avenue, the main commercial corridors.

- Allow for multi-family development as a stand-alone use in the BV zone
- Mixed-use development still required along Main Street and Harbor Avenue

FINDINGS OF FACT

1. Planning staff seeks to amend Chapter 17.06 ICC regarding the development regulations pertaining to the Freeland NMUGA's NM and BV zones.
2. The Planning Commission finds that the amendments to 17.06 ICC will allow for housing development that does not exceed the densities planned for in the Freeland Subarea Plan.
3. The Planning Commission finds that the proposed amendments are consistent with the provisions of Chapter 36.70A RCW which requires that development regulations be consistent with the adopted Comprehensive Plan.
4. The Planning Commission finds, and the Freeland Subarea Plan supports, that Freeland NMUGA is designed to absorb residential development to mitigate sprawl and preserve the County's rural character while maintaining the function and essence of the Freeland NMUGA.
5. The Planning Commission finds that attached single-family and multifamily housing development shall be allowed in the NM zone when developed in conjunction with an area employer for workforce housing.
6. The Planning Commission finds that housing development may occur within the 500' buffer of the LI zone when developed in conjunction with an area employer for workforce housing.
7. The Planning Commission finds that residential development in the NM zone shall only be permitted when developed in conjunction with an area employer for workforce housing.
8. The Planning Commission finds that multi-family development in the BV zone shall be allowed as a stand-alone use so long as it is not located on Main Street and Harbor Avenue.
9. A SEPA Determination of Non-significance was issued per WAC 197-11-340.
10. The project was publicly noticed with a comment period held from March 5, 2025, through March 19, 2025.

CONCLUSION

The Island County Planning Commission has reviewed the proposed changes to Island County Code 17.06 and hereby recommends that the Board of County Commissioners adopt an ordinance to incorporate the proposed amendments, attached hereto as Attachment A into Island County Code. Respectfully submitted through the Island County Planning Department to the Board of Island County commissioners, pursuant to RCW 36.70.430, this 19th day of March, 2025 by,

 3/24/2025

Steve Schwalbe

Chair, Island County Planning Commission

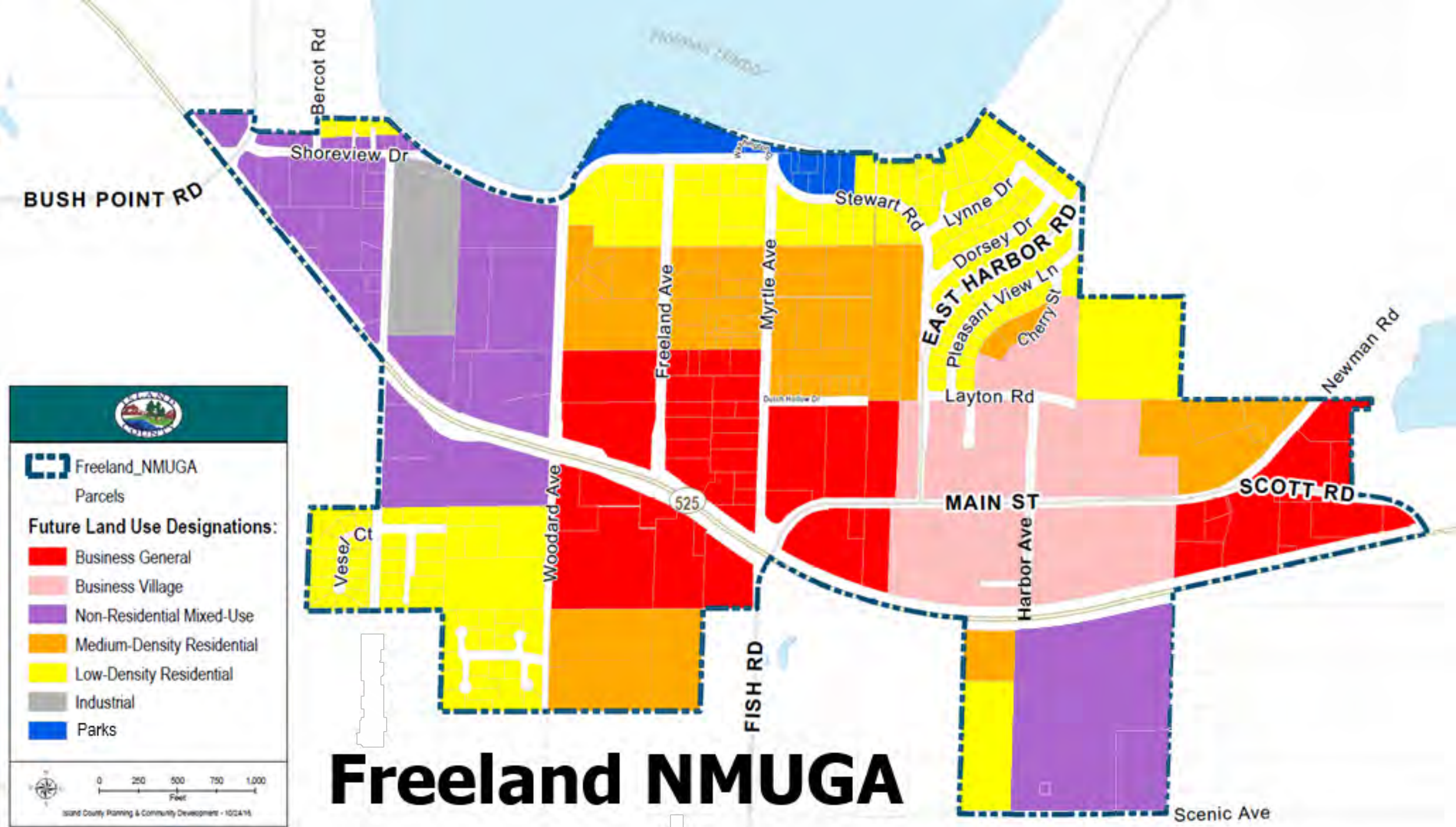
Attachment A: Proposed updates to Chapter 17.06 ICC

FREELAND CODE UPDATES



CHAPTER 17.06 – FREELAND ZONING CODE

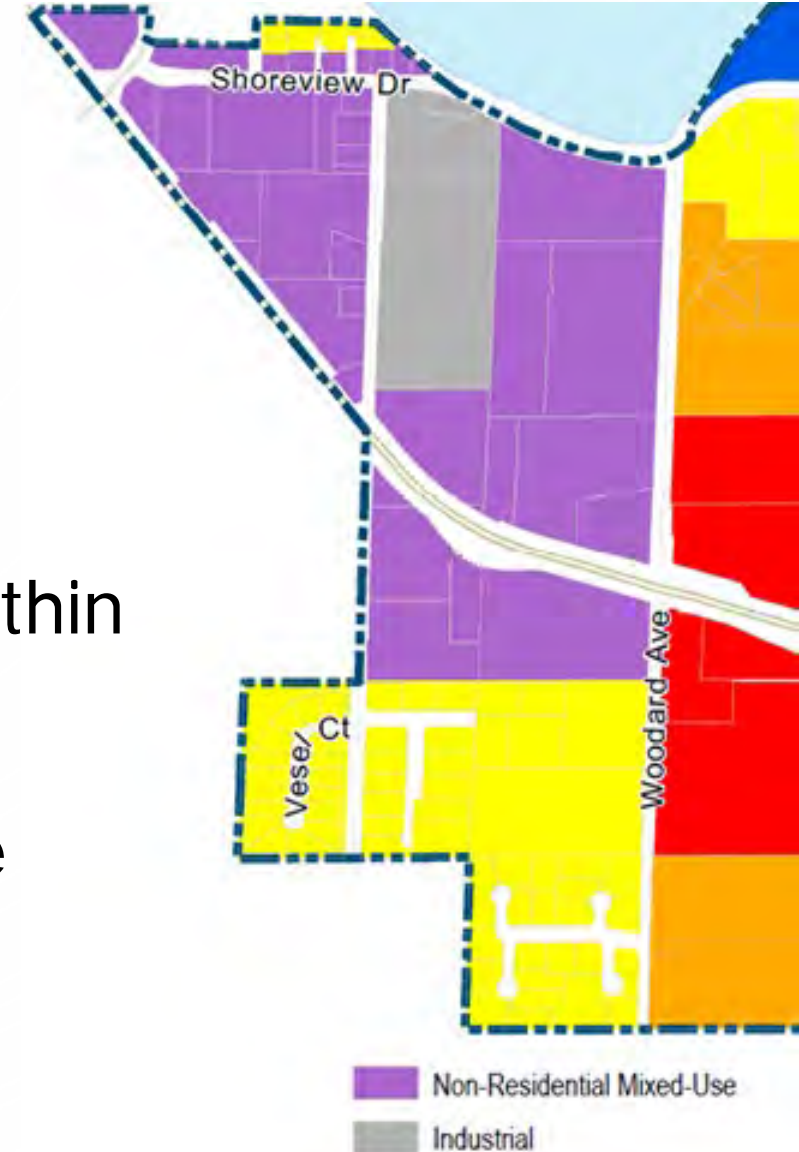
July 2, 2025

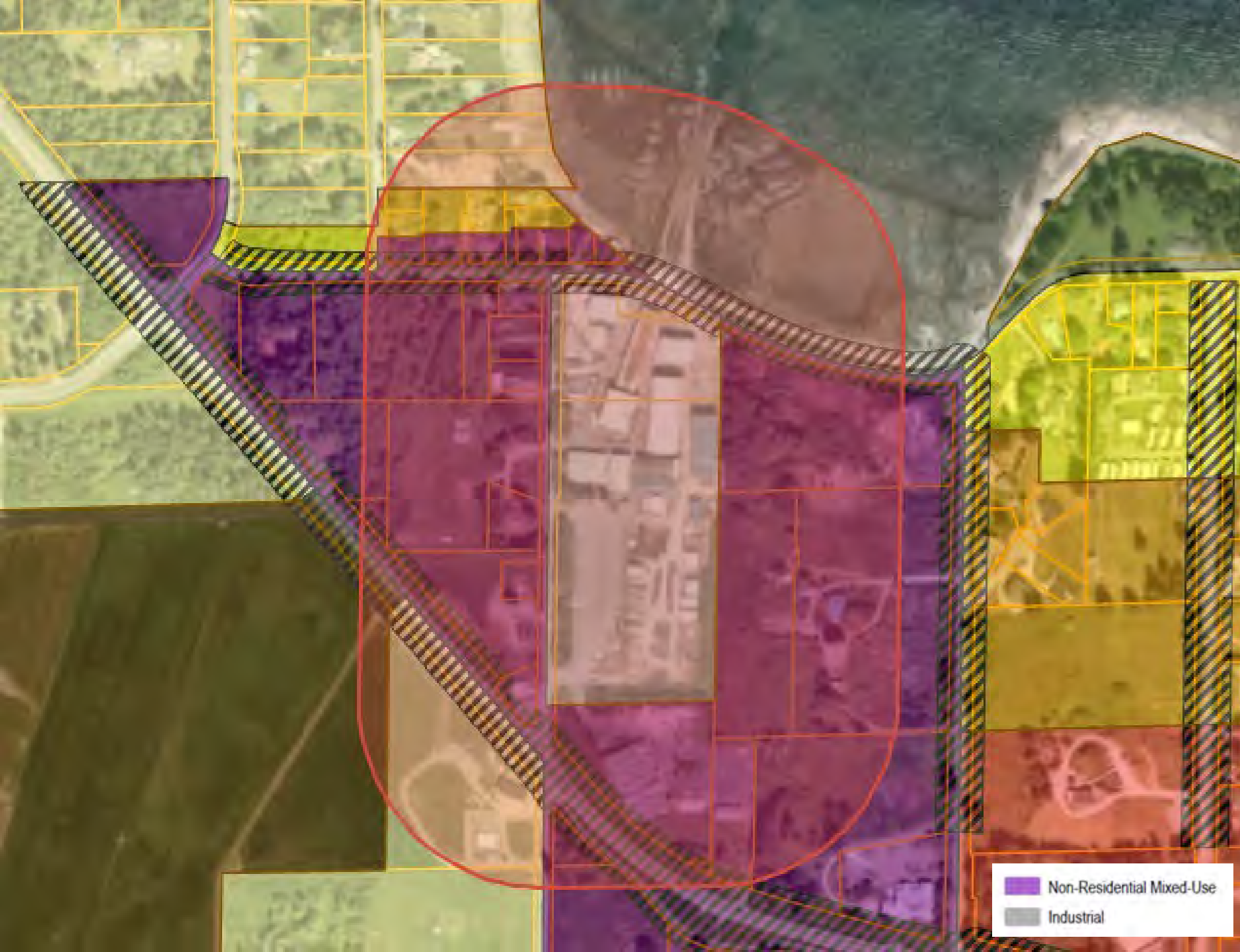


Non-Residential Mixed-Use (NM)

Allow for Workforce Housing

- Allow for attached single family or multifamily housing development in the NM zone
- Allow for housing development in the NM zone within 500' of the Light Industrial (LI) zone
- Residential development only possible in NM zone when developed by or with an area employer





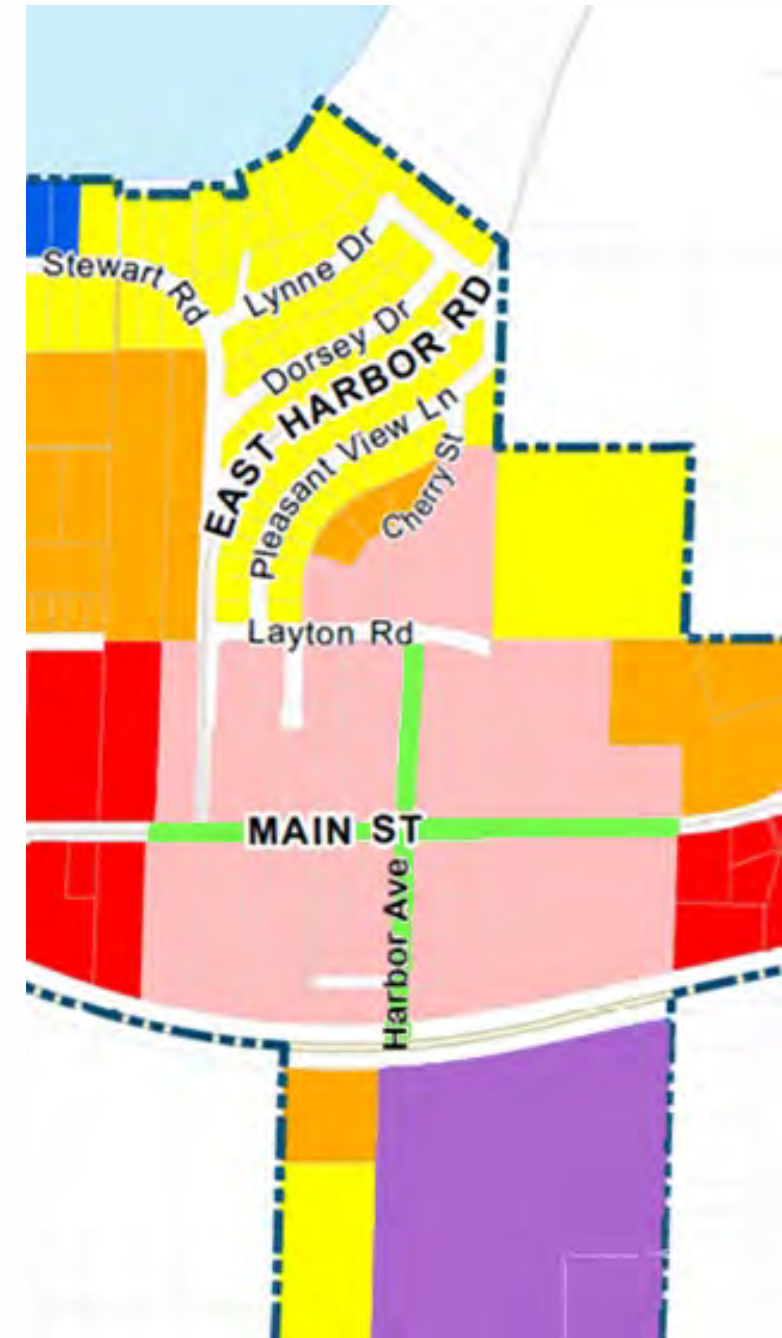
500-foot buffer around the Light Industrial zone in Freeland.

- ❖ Buffer originally created to reduced industrial impacts and residential complaints.
- ❖ Workforce, or employee housing development has been prohibited by this requirement.
- ❖ Proposed updates allow for multifamily or attached single-family housing developed with an area employer

Business Village (BV)

End the Multifamily Mixed-use Requirement

- Allow for multi-family development as a stand-alone use in the BV zone
- Mixed-use development still required along Main Street and Harbor Avenue





Vacant parcels in BV not along Harbor Avenue or Main Street



Possible development potential with a Boundary Line Adjustment or Short Plat



Vacant parcels in BV along Harbor Avenue or Main Street

Public Hearing

The Planning Commission held a Public Hearing on March 19, 2025, and has transmitted their Findings of Fact to the Board.



Recommendation

Staff recommends the Board of Island County Commissioners move Ordinance C-XX-25, PLG-003-25 to Consent for approval.



THANK YOU





Island County Planning and Community Development

Jonathan Lange, AICP, CFM
Director

1 NE 7th St., Coupeville, WA 98239

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

Email: PlanningDept@islandcountywa.gov | <https://www.islandcountywa.gov/207/Planning-Community-Development>

~ MEMORANDUM ~

TO: Board of County Commissioners
FROM: Long Range Planning
DATE: July 2, 2025
SUBJECT: 2025 Comprehensive Plan Update – Revised Goals and Policies

Revised Goals and Policies for Island County's 2025 Comprehensive Plan update have been released for a 45-day public comment period from May 30 until July 14.

Long Range staff will review the revised goals and policies trackers for the Climate and Economic Development Elements with the Board.

Attachments:

- Climate Goals and Policies Tracker
- Economic Development Goals and Policies Tracker

You can find the entire [Goals and Policies release packet on our website](#). Long Range staff will review 1-2 elements at each of the upcoming Board of County Commissioners work sessions in June and early July.

For more information, please contact:

Emily Neff (360) 678 - 7807 or e.neff@islandcountywa.gov

Draft Island County Comprehensive Plan Update Climate Goals and Policies Tracker

Blue and Underlined: Added content

~~Red and Strikethrough: Deleted content~~

Green and Double Underlined: Moved content

Goal or Policy	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
<u>1</u>	<u>New Goal.</u>	<u>Protect and restore undeveloped coastal ecosystems to increase the resilience of species, habitats, and communities to climate change.</u>	New GMA requirement per Climate Commitment Act (HB 1181)
<u>1.1</u>	<u>New Policy.</u>	<u>Consider sea-level rise in coastal and nearshore habitat restoration projects.</u>	New GMA requirement per Climate Commitment Act (HB 1181)
<u>1.2</u>	<u>New Policy.</u>	<u>Identify, protect, and restore aquatic and shoreline ecosystem services including submerged aquatic vegetation (eelgrass, kelp, etc.), saltwater marshes, feeder bluffs, accretion beaches, etc.</u>	New GMA requirement per Climate Commitment Act (HB 1181)
<u>2</u>	<u>New Policy.</u>	<u>Establish land use patterns that increase the resilience of the built environment, ecosystems, and communities to climate change.</u>	New GMA requirement per Climate Commitment Act (HB 1181)
<u>2.1</u>	<u>New Policy.</u>	<u>Direct new development into areas where exposure to climate hazards (drought, flooding, and heat) is low.</u>	New GMA requirement per Climate Commitment Act (HB 1181)
<u>2.2</u>	<u>New Policy.</u>	<u>Conduct an environmental justice audit including people living on shorelines prior to creating new zoning designations or rezoning.</u>	New GMA requirement per Climate Commitment Act (HB 1181)
<u>2.3</u>	<u>New Policy.</u>	<u>Identify and implement strategies to increase the resilience of the shoreline environment to sea-level rise and other climate hazards, while also protecting shoreline and coastal wetland ecological functions, allowing water-dependent uses, and providing public access.</u>	New GMA requirement per Climate Commitment Act (HB 1181)
<u>2.4</u>	<u>New Policy.</u>	<u>Identify and protect agricultural and forested lands that provide climate resilience benefits from being converted to more developed land use types.</u>	New GMA requirement per Climate Commitment Act (HB 1181)
<u>2.5</u>	<u>New Policy.</u>	<u>Prohibit the expansion of polluting industries in overburdened communities via local zoning and development regulations.</u>	New GMA requirement per Climate Commitment Act (HB 1181)
<u>3</u>	<u>New Goal.</u>	<u>Protect and preserve water quality and quantity from drought, extreme heat, and other hazards exacerbated by climate change.</u>	New GMA requirement per Climate Commitment Act (HB 1181)
<u>3.1</u>	<u>New Policy.</u>	<u>Update the coordinated water system plan to evaluate the long term financial and water resource sustainability of class A and B water systems and develop strategies for long term sustainability of those water systems in light of growth, climate change and operability.</u>	New GMA requirement per Climate Commitment Act (HB 1181)

Goal or Policy	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
3.2	New Policy.	Utilize water conservation methods and technologies in development of irrigation infrastructure within parks and recreation areas so as to foster climate resilience.	New GMA requirement per Climate Commitment Act (HB 1181)
3.3	New Policy.	Require low-impact development best management practices where feasible for the development and incentivizing of green infrastructure to address increased storm intensities and stormwater runoff.	New GMA requirement per Climate Commitment Act (HB 1181)
3.4	New Policy.	Manage water resources and sole source aquifer sustainably in the face of climate change through smart irrigation, stormwater management, preventative maintenance, water conservation and wastewater reuse, plant selection, and landscape management.	New GMA requirement per Climate Commitment Act (HB 1181)
3.5	New Policy.	Allow onsite gray water reuse systems to reduce water demand in private-sector commercial and residential buildings.	New GMA requirement per Climate Commitment Act (HB 1181)
3.6	New Policy.	Evaluate the long-term adequacy of stormwater infrastructure to ensure that changes in hydrological patterns (e.g., increases in flooding frequency) can be anticipated and managed effectively.	New GMA requirement per Climate Commitment Act (HB 1181)
3.7	New Policy.	Develop and implement a comprehensive drought resilience strategy that factors in projected climate impacts and sets action levels for different drought stages.	New GMA requirement per Climate Commitment Act (HB 1181)
3.8	New Policy.	Develop programs to control the use and disposal of chemicals including chemicals of emerging concern (PFAS, PFOA, PCBs, Phthalates, PBDE etc), pesticides, herbicides and petroleum products.	New GMA requirement per Climate Commitment Act (HB 1181)
4	New Goal.	Ensure that cultural resources and practices — including significant historic sites and culturally important traditional foods and natural resources — are resilient to the impacts of extreme weather and other natural hazards worsened by climate change.	New GMA requirement per Climate Commitment Act (HB 1181)
4.1	New Policy.	Protect, enhance, and restore ecosystems to meet tribal treaty rights and conserve culturally important consumptive and non-consumptive resources including foods, medicinal plants, and materials that could be adversely impacted by climate change.	New GMA requirement per Climate Commitment Act (HB 1181)
4.2	New Policy.	Establish and maintain government-to-government relations with Native American tribes for the preservation of archaeological sites and traditional cultural properties that are vulnerable to climate impacts.	New GMA requirement per Climate Commitment Act (HB 1181)

Goal or Policy	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
5	New Goal.	Ensure that the local transportation system — including infrastructure, routes, and travel modes — can withstand and recover quickly from the impacts of extreme weather events and other hazards exacerbated by climate change.	New GMA requirement per Climate Commitment Act (HB 1181)
5.1	New Policy.	Design and site new and expanded roads to have the least possible adverse effect on the shoreline, account for sea-level rise projections, not result in a net loss of shoreline ecological functions, or adversely impact existing or planned water-oriented uses, public access, and habitat restoration and enhancement projects.	New GMA requirement per Climate Commitment Act (HB 1181)
5.2	New Policy.	Improve street connectivity and walkability, including trails, to serve as potential evacuation routes.	New GMA requirement per Climate Commitment Act (HB 1181)
5.3	New Policy.	Incorporate hydrologic climate impacts into the design of water-crossing structures (i.e., climate-smart culverts and bridges) for fish passage and habitat quality.	New GMA requirement per Climate Commitment Act (HB 1181)
5.4	New Policy.	Reduce stormwater impacts from transportation and development through watershed planning, redevelopment and retrofit projects, and low-impact development.	New GMA requirement per Climate Commitment Act (HB 1181)
5.5	New Policy.	Enhance the resilience of parks and recreational trails by assessing and addressing climate hazards and impacts.	New GMA requirement per Climate Commitment Act (HB 1181)
6	New Policy.	Ensure the protection and restoration of streams, riparian zones, estuaries, wetlands, and to achieve healthy watersheds that are resilient to climate change.	New GMA requirement per Climate Commitment Act (HB 1181)
6.1	New Policy.	Implement actions identified in restoration and salmon recovery plans to improve the climate resilience of streams and riparian zones.	New GMA requirement per Climate Commitment Act (HB 1181)
6.2	New Policy.	Increase the climate resilience of native fish species and aquatic ecosystems by reducing the threat of aquatic invasive species (e.g., fish, plants, invertebrates).	New GMA requirement per Climate Commitment Act (HB 1181)
6.3	New Policy.	Increase aquatic habitat resilience to low summer flows by increasing water residence time, storing water on the landscape, conserving water, protecting groundwater, providing shade, and protecting water quality.	New GMA requirement per Climate Commitment Act (HB 1181)
6.4	New Policy.	Implement and encourage measures to reduce sedimentation in streams resulting from wildfire damage and the associated impacts of landslides and flooding.	New GMA requirement per Climate Commitment Act (HB 1181)

Goal or Policy	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
6.5	New Policy.	Protect and restore wetlands and corridors between wetlands to provide biological and hydrological connectivity that fosters resilience to flooding and other climate impacts.	New GMA requirement per Climate Commitment Act (HB 1181)
7	New Goal.	Enhance emergency preparedness, response, and recovery efforts to mitigate risks and impacts associated with extreme weather and other hazards worsened by climate change.	New GMA requirement per Climate Commitment Act (HB 1181)
7.1	New Policy.	Support enhanced data collection for climate hazard events (extreme heat, flooding, etc.) of all magnitudes to provide a fuller understanding of the community's hazard characteristics — including those affected by climate change.	New GMA requirement per Climate Commitment Act (HB 1181)
7.2	New Policy.	Support the development of community wildfire protection plans.	New GMA requirement per Climate Commitment Act (HB 1181)
7.3	New Policy.	Develop resilience hubs — community-serving facilities that are designed to support residents, coordinate communication, and distribute resources during emergencies.	New GMA requirement per Climate Commitment Act (HB 1181)
7.4	New Policy.	Factor climate impacts into the planning of operations and coordination of preparedness, response, and recovery activities among first-responders and partners, including public health, law enforcement, fire, school, and emergency medical services (EMS) personnel.	New GMA requirement per Climate Commitment Act (HB 1181)
7.5	New Policy.	Integrate a climate impacts risk assessment and policies into the local hazard mitigation plan.	New GMA requirement per Climate Commitment Act (HB 1181)
7.6	New Policy.	Incorporate sea-level rise information, along with tsunami hazard mapping, into critical area delineation for siting critical infrastructure, land-use planning, conservation, and emergency management.	New GMA requirement per Climate Commitment Act (HB 1181)
7.7	New Policy.	Reduce wildfire risk by enforcing bans on open fires, slash burning and use of fireworks.	New GMA requirement per Climate Commitment Act (HB 1181)
7.8	New Policy.	Designate alternative travel routes for critical transportation corridors for evacuation routes.	New GMA requirement per Climate Commitment Act (HB 1181)
7.9	New Policy.	Support the role of airports in enhancing resilience by maintaining and upgrading airport facilities to serve as critical infrastructure for emergency response, evacuation, and supply distribution during extreme weather events or other climate-related disasters.	New GMA requirement per Climate Commitment Act (HB 1181)

Goal or Policy	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
8	<u>New Goal.</u>	<u>Ensure that the local agricultural economy — including food and materials producers, distributors, and sellers — is resilient to the impacts of extreme weather and other natural hazards and resources are coordinated, funded, and staffed to support farmers in making informed business decisions in a changing climate.</u>	<u>New GMA requirement per Climate Commitment Act (HB 1181)</u>
8.1	<u>New Policy.</u>	<u>Expand local food security and the food-related economy to address climate impacts and increase access to healthy, affordable, and climate-friendly foods.</u>	<u>New GMA requirement per Climate Commitment Act (HB 1181)</u>
8.2	<u>New Policy.</u>	<u>Support the local agricultural sectors' efforts to adapt to changing climate conditions and capitalize on sustainable business opportunities.</u>	<u>New GMA requirement per Climate Commitment Act (HB 1181)</u>
8.3	<u>New Policy.</u>	<u>Promote environmentally sustainable water-storage and farming practices that help agricultural producers adapt to changing conditions and reduce production losses while balancing ecosystem needs.</u>	<u>New GMA requirement per Climate Commitment Act (HB 1181)</u>
8.4	<u>New Policy.</u>	<u>Support research and access to technical assistance to meet increasing demands and continued viability around climate adaptation within the agricultural sector.</u>	<u>New GMA requirement per Climate Commitment Act (HB 1181)</u>
8.5	<u>New Policy.</u>	<u>Support conservation programs and resources that provide direct financial assistance to farmers to implement best management practices that address impacts of climate change.</u>	<u>New GMA requirement per Climate Commitment Act (HB 1181)</u>
9	<u>New Goal.</u>	<u>Ensure that buildings and infrastructure are sited, designed, built, and updated sustainably to reduce environmental impacts and remain resilient to extreme weather and other hazards worsened by climate change.</u>	<u>New GMA requirement per Climate Commitment Act (HB 1181)</u>
9.1	<u>New Policy.</u>	<u>Require the design and construction of commercial and residential buildings and their surrounding sites to reduce and treat stormwater runoff and pollution.</u>	<u>New GMA requirement per Climate Commitment Act (HB 1181)</u>
9.2	<u>New Policy.</u>	<u>Encourage the use of lower-carbon building materials in new construction and building retrofits to reduce embodied carbon.</u>	<u>New GMA requirement per Climate Commitment Act (HB 1181)</u>
9.3	<u>New Policy.</u>	<u>Adopt fire-resilience standards for new and redeveloped sites in high-risk wildfire areas.</u>	<u>New GMA requirement per Climate Commitment Act (HB 1181)</u>
9.4	<u>New Policy.</u>	<u>Encourage building designs for passive survivability to ensure that they will stay at a safe temperature for occupants if the power goes out.</u>	<u>New GMA requirement per Climate Commitment Act (HB 1181)</u>

Goal or Policy	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
9.5	New Policy.	Develop or modify design standards to integrate exterior building features that reduce the impacts of climate change and increase resilience, such as reflective paint and shading requirements.	New GMA requirement per Climate Commitment Act (HB 1181)
10	New Goal.	Protect community health and well-being from the impacts of climate-exacerbated hazards — prioritizing focus on overburdened communities — and ensure that the most vulnerable residents do not bear disproportionate health impacts.	New GMA requirement per Climate Commitment Act (HB 1181)
10.1	New Policy.	Evaluate and implement habitat reduction and population control for arthropod disease vectors (e.g., mosquitos and ticks) and zoonotic disease reservoirs using integrated pest-management methods.	New GMA requirement per Climate Commitment Act (HB 1181)
10.2	New Policy.	Develop and maintain a program for addressing the social and mental health needs of displaced populations following disasters.	New GMA requirement per Climate Commitment Act (HB 1181)
10.3	New Policy.	Prioritize at-risk community members for actions that mitigate wildfire smoke, including providing personal protective equipment and filter fans or incentivizing infrastructure updates (e.g., HVAC updates and MERV 13 filters for air intake) for facilities that serve high-risk populations.	New GMA requirement per Climate Commitment Act (HB 1181)
10.4	New Policy.	Develop and maintain a program to distribute cooling units and install heat pumps, prioritizing households with residents (e.g., low-income seniors) most vulnerable to extreme temperature events.	New GMA requirement per Climate Commitment Act (HB 1181)
10.5	New Policy.	Develop and implement a wildfire smoke resilience strategy in partnership with local residents, emergency management officials, regional clean air agency officials, and other stakeholders.	New GMA requirement per Climate Commitment Act (HB 1181)
10.6	New Policy.	Develop and implement an urban heat resilience strategy that includes land use, urban design, urban greening, and waste heat reduction actions.	New GMA requirement per Climate Commitment Act (HB 1181)
10.7	New Policy.	Promote the use of health impact assessments and other tools to address the potential impacts of health, equity, and climate change on vulnerable communities.	New GMA requirement per Climate Commitment Act (HB 1181)
10.8	New Policy.	Prioritize the development of anti-displacement programs in overburdened communities when increasing densities.	New GMA requirement per Climate Commitment Act (HB 1181)
10.9	New Policy.	Review land use maps and identify opportunities or barriers to responding to rapid population growth or decline, rebuilding housing and services after disasters, and other extreme climate impact scenarios.	New GMA requirement per Climate Commitment Act (HB 1181)

Goal or Policy	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
10.10	New Policy.	Provide overburdened communities subsidies to offset potential cost increases associated with conversion to non-fossil-fuel energy sources.	New GMA requirement per Climate Commitment Act (HB 1181)
11	New Goal.	Protect and enhance the climate resilience of forests by implementing climate-smart forest management.	New GMA requirement per Climate Commitment Act (HB 1181)
11.1	New Policy.	Reduce loss of private forestland through forest stewardship education and identify opportunities to expand incentives for forest landowners.	New GMA requirement per Climate Commitment Act (HB 1181)
11.2	New Policy.	Consider implementing ordinances to maintain and expand tree canopy cover, improve tree and watershed health, prioritize carbon sequestration, and plan for recovery after wildfire.	New GMA requirement per Climate Commitment Act (HB 1181)
11.3	New Policy.	Encourage management of tree canopy and forests (including parks, greenbelts, and urban forests) to decrease climate-exacerbated risks from severe wildfires, protect residents, and improve ecosystem health and habitat through programs like Washington’s small forest landowner assistance cost-share and stewardship programs.	New GMA requirement per Climate Commitment Act (HB 1181)
11.4	New Policy.	Ensure that all forestry management plans include considerations for the impacts of climate change.	New GMA requirement per Climate Commitment Act (HB 1181)
12	New Policy.	Increase climate literacy among general population. Provide information to the general public to increase the level of knowledge across the County for people to be more engaged.	New GMA requirement per Climate Commitment Act (HB 1181)
12.1	New Policy.	Provide the best available science (BAS) to understand the essential principles of Earth’s climate, geological, and water systems and the options to address human-caused climate change.	New GMA requirement per Climate Commitment Act (HB 1181)
12.2	New Policy.	Promote sources for credible information about climate change and make it accessible.	New GMA requirement per Climate Commitment Act (HB 1181)
12.3	New Policy.	Communicate about climate change in accurate and effective ways; and make informed decisions related to climate change.	New GMA requirement per Climate Commitment Act (HB 1181)

Draft Island County Comprehensive Plan Update Economic Development Goals and Policies Tracker

Blue and Underlined: Added content

~~Red and Strikethrough: Deleted content~~

Green and Double Underlined: Moved content

Goal or Policy	Theme/Subheading	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
1		Diversify and Strengthen the Local Economy	No change	NA
1.1	From 2016 Plan	Commercial development must be designed and located to provide goods and services in a convenient, safe, attractive and environmentally responsible manner.	<u>Accommodate</u> commercial development <u>in locations</u> must be designed and located to provide goods, services, <u>and supporting infrastructure</u> in a convenient, safe, attractive and environmentally responsible manner.	Reworded, active verbage
1.2	From 2016 Plan	Regional shopping centers must locate within municipal UGAs.	No change	NA
1.3	From 2016 Plan	Encourage home occupations and home industries.	Encourage home <u>and internet</u> occupations and home industries. <u>based businesses</u>	Reworded, changed verbage
1.4	From 2016 Plan	Encourage agricultural and forestry land uses that help farmers and foresters stay on the land thus protecting the County's rural character, which in turn, attracts other economic activities.	No change	NA
1.5	From 2016 Plan	Retain existing businesses in the region and minimize obstacles to their expansion, where appropriate.	No change	NA
1.6	From 2016 Plan	Existing businesses that serve municipal UGAs will be encouraged to remain within these areas and expand as needed.	<u>Encourage</u> Existing businesses that serve municipal UGAs will be encouraged to remain within these areas and expand as needed.	Reworded, active verbage
1.7	From 2016 Plan	Reduce the inappropriate conversion of undeveloped land into sprawling, low density development.	Reduce the inappropriate conversion of undeveloped land into sprawling, low density development <u>especially by actively developing supporting infrastructure in NMUGAs and Gateway communities.</u>	Reworded, clarity
1.8	From 2016 Plan	Pursue the development of a diversified economy that attracts business activities that inject new money into the local economy (i.e. academic and research organizations, light industries, financial services, information processing, engineers, and home businesses) and includes appropriate service industries such as health care and professional services.	Pursue the development of a diversified economy that attracts business activities that inject new money into the local economy (i.e. academic and research organizations, light industries, financial services, information processing, engineers, and home businesses) and includes appropriate service industries such as health care and professional services. <u>Promote and support innovation and value-added upgrading in the key economic sectors of agriculture, construction, military / defense, marine trades, tourism, and advanced manufacturing.</u>	Reworded, changed verbage

Goal or Policy	Theme/Subheading	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
1.8.1		New policy	Encourage use of economic development grants and public-private partnerships to strengthen economic development.	Added, clarity
1.9	CEDS	New policy	Strengthen, better define, and build entrepreneurial resources to create opportunities for mentoring, financing, exporting, legal and tax services, and networking.	Added from CEDS
1.10	CEDS	New policy	Explore options to conduct or participate in economic impact studies for key sectors of Island County's economy.	Added from CEDS
1.11	CEDS	New policy	Increase disaster preparedness among small business owners and entrepreneurs.	Added from CEDS
1.12	CEDS	New policy	Explore opportunities for developing the creative economy across Island County.	Added from CEDS
1.13		New policy	Promote the creation of community gardens and community and commissary kitchens to help achieve food security.	Added, food security
2	From 2016 Plan	Support Resilient Rural Communities	No change	NA
2.1	From 2016 Plan	Encourage and support public/farmers markets and small scale farming operations.	No change	NA
2.2	From 2016 Plan	Acknowledge as a basis for planning that the goals of preserving rural lands and enhancing economic vitality are complementary and not mutually exclusive, as the County's rural character is a direct economic asset.	No change	NA
2.3	From 2016 Plan	Encompass isolated non-residential uses.	No change	NA
3		Promote Workforce and Living-Wage Employment		
3.1	From 2016 Plan	Strive to increase locally based non-military jobs from the current 50% of the County labor force to 60% of the labor force by the year 2020 (this would result in a 4,000 job increase above the 1996 level of locally based jobs).	Strive to increase locally based non-military jobs from the current 50% of the County labor force to 60% of the labor force by the year 2020 (this would result in a 4,000 job increase above the 1996 level of locally based jobs).	Removed, goal has been met
3.1	From 2016 Plan	The development of "living wage" employment opportunities is actively encouraged to reduce off island commuting and provide career opportunities.	Encourage the development of "living wage" employment opportunities is actively encouraged to reduce off island commuting and provide career opportunities.	Reworded, active verbage
3.2	CEDS	New policy	Improve educational attainment outcomes and create opportunities for all to prosper through trade school training, job training programs, or other non-college professional pathways.	Added from CEDS

Goal or Policy	Theme/Subheading	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
3.3	CEDS	New policy	Address ongoing labor shortages in several industries by focusing on unserved and underserved worker groups.	Added from CEDS
3.4	CEDS	New policy	Continue to participate in regional workforce partnerships and organizations.	Added from CEDS
4		Ensure Infrastructure Supports Economic Growth	No change	NA
4.1	From 2016 Plan	Encourage the development of appropriate support facilities and programs for the retirement industry.	No change	NA
4.2	From 2016 Plan	Marinas and water related commercial uses will develop in accordance with the SMP.	Develop marinas and water related commercial uses will develop in accordance with the SMP . Shoreline Master Program .	Reworded, active verbage
5	From 2016 Plan	Foster Sustainable Land Use and Resource-Based Industries	No change	NA
5.1	From 2016 Plan	Encourage and support efforts to enhance the profitability of agriculture and forestry operations with value added and specialty products and cooperative marketing programs.	No change	NA
5.2	From 2016 Plan	Island County's land use decisions will support the retention and future use of NAS Whidbey, including OLF Coupeville and the Seaplane Base for use by military aviation. In the event that any military facilities are removed, downsized or closed, the County will promote the future use of these facilities for aviation related activities. Should this not be economically viable, Island County will aggressively work to convert these capital assets into comparable economic benefits for the County and adjacent developed areas.	Island County's land use decisions will Support the retention and future use of NAS Naval Air Station Whidbey Island , including OLF Outlying Landing Field Coupeville and the Seaplane Base for use by military aviation. In the event that any military facilities are removed, downsized or closed, the County will promote the future use of these facilities for aviation-related activities. Should this not be economically viable, Island County will aggressively work to convert these capital assets into comparable economic benefits for the County and adjacent developed areas.	Reworded, simplified
6		Strengthen Regional Collaboration and Partnerships	No change	NA
6.1	From 2016 Plan	Overall, economic development with regional orientation will be pursued in cooperation with local governments and the private sector, targeting specific projects aimed at diversifying and stabilizing the economy.	Overall, Pursue economic development with regional orientation will be pursued in cooperation with local governments and the private sector, targeting specific projects aimed at diversifying and stabilizing the economy.	Reworded, active verbage
6.2	CEDS	New policy	Support local governments and economic development service providers in creating responsive, helpful, and expedient services and resources.	Added from CEDS

Goal or Policy	Theme/Subheading	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
6.3	CEDS	New policy	Further develop relationships with regional economic development agencies such as the Economic Development Council and strategic associate development organization (ADO) partners.	Added from CEDS
6.4	CEDS	New policy	Explore opportunities for collaboration and business support in Stanwood and Anacortes.	Added from CEDS
6.5	CEDS	New policy	Explore opportunities to enhance disaster preparedness and resiliency between Island, Skagit, Jefferson, and Snohomish Counties.	Added from CEDS
6.6	CEDS	New policy	Explore additional opportunities for equipment and technology sharing between Island, Skagit, Jefferson, and Snohomish Counties.	Added from CEDS

Remaining Items from Natural Resources Element

Goal or Policy	Theme/Subheading	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
11 9.3	Natural Lands	Enhance recreational opportunities for County residents.	No change	NA
12 10	Natural Lands	Protect natural, scenic, cultural, and historic lands as community assets.	Protect natural, scenic, cultural, and historic lands as community assets.	Reworded, differentiate between Goal 11
12 10.1	Natural Lands	Maintain Island County's natural lands and open space to protect health and welfare, enhance the quality of life, preserve heritage, promote economic vitality and reduce the burden on government resources.	No change	NA
12 2	Natural Lands	When converting land to a use that requires water availability, Island County will prohibit major alterations to the land beyond the minimum necessary to do soil and water testing prior to the issuance of a water right or other state or local authorized evidence of adequate potable water.	When converting land to a use that requires water availability, Island County will prohibit major alterations to the land beyond the minimum necessary to do soil and water testing prior to the issuance of a water right or other state or local authorized evidence of adequate potable water.	Remove, already covered in permit process
12 10.2	Natural Lands	Ensure residents have adequate access to open space areas, including land that contains natural areas, habitat lands, natural drainage features, and/or other environmental, cultural, and scenic resources.	Ensure residents have adequate access to open space areas, including land that contains natural areas, <u>beach access</u> , habitat lands, natural drainage features, and/or other environmental , cultural, and scenic resources.	Reworded, take out sensitive areas
13 11	Natural Lands	Continue to promote active public involvement in the conservation or protection of important natural lands.	Continue to promote active public involvement in the conservation or protection of important natural lands.	
13 11.1	Natural Lands	Foster enduring voluntary land conservation through government assistance such as income and estate tax benefits, technical assistance grants and programs to purchase partial land interests.	Foster enduring voluntary land conservation <u>through incentives, partnerships, new innovative solutions, and</u> government assistance such as income and estate tax benefits, technical assistance grants and programs to purchase partial land interests	Reworded, other examples
13 11.1.1	Natural Lands	Continue implementing the Public Benefit Rating System as a property tax reduction incentive program for property owners to conserve open space.	No change	NA
13 11.1.2	Natural Lands	Maintain existing current use taxation programs for designated forest and agricultural lands.	No change	NA
14 12	Natural Lands	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.	No change	NA

Goal or Policy	Theme/Subheading	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
14.1 <u>12.1</u>	Natural Lands	Establish and maintain partnerships with State and Federal agencies, cities, towns, private non-profit conservation groups, port districts, school districts, tribes, foundations, corporations and individuals for the purpose of acquiring or protecting natural lands.	Establish and maintain <u>Continue to foster active public involvement and</u> partnerships with State and Federal agencies, cities, towns, private non-profit conservation groups, port districts, school districts, tribes, foundations, corporations and individuals for the purpose of acquiring or protecting natural lands.	Reworded, more active public involvement
14.2 <u>12.2</u>	Natural Lands	Design and implement education programs to promote the benefits of conserving natural lands, and to introduce available and proposed current use taxation programs.	No change	NA
15 <u>13</u>	Resource Lands	Protect existing and ongoing resource management operations and preserving longterm commercial viability of those uses.	No change	NA
15 <u>13.1</u>	Resource Lands - Rural Forest	Measures shall be used to support silviculture industries.	Measures shall be used <u>Implement further measures</u> to support silviculture practices industries.	Reworded, stronger language
15 <u>13.2</u>	Resource Lands - Rural Forest	Encourage the conservation of lands suitable for forestry use and support forestry as an activity valued in the County.	Encourage the conservation of lands suitable for forestry use- <u>and support</u> healthy forestry ry <u>management</u> as an activity valued in the County.	NA
15 <u>13.3</u>	Resource Lands - Rural Forest	Cluster development or encourage low intensity uses to minimize site clearing and maintain future forestry use options	Cluster development or Encourage low intensity uses <u>or cluster development</u> to minimize site clearing and maintain future forestry use options	Reworded, clarity
15 <u>13.4</u>	Resource Lands - Rural Forest	Encourage forestry landowners to retain their lands in timber production and to utilize tax incentive programs.	No change	NA
15 <u>13.5</u>	Resource Lands - Rural Forest	Support innovative public and private programs that provide foresters incentives to stay on the land.	No change	NA
15 <u>13.6</u>	Resource Lands - Rural Forest	Encourage selective clearing and logging, as opposed to clearcutting, if forest harvesting is done in the Ebey's Landing National Historical Reserve.	Encourage selective clearing and logging, as opposed to clearcutting, <u>especially</u> if forest harvesting is done in the Ebey's Landing National Historical Reserve.	Reworded, stronger language
<u>13.7</u>	<u>Resource Lands - Rural Forest</u>	<u>New policy</u>	<u>Promote innovative and sustainable forest management that enhances forest health, protects existing tree canopy, and promotes replanting with diverse native species.</u>	Added, encouraging innovation and conservation
<u>13.8</u>	<u>Resource Lands - Rural Forest</u>	<u>New policy</u>	<u>Encourage reforestation of underutilized or degraded lands and agroforestry practices that integrate native trees into the landscape.</u>	Added, encouraging reforestation where appropriate
15.7 <u>13.9</u>	Resource Lands - Commercial Ag	Achieve agricultural preservation through:	No change	NA

Goal or Policy	Theme/Subheading	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
15.7.1 13.9.1	Resource Lands - Commercial Ag	Right to farm and forest measures which protect the right to pursue farm and forestry activities.	Support right to farm and forest measures which protect the right to pursue farm and forestry activities.	Reworded, clarity
15.7.2 13.9.2	Resource Lands - Commercial Ag	Support the continuation of preferential tax programs.	No change	NA
15.8 13.10	Resource Lands - Commercial Ag	Encourage an effective stewardship of the environment to conserve and protect Commercial Agriculture lands.	No change	NA
15.8.1 13.10.1	Resource Lands - Commercial Ag	Prevent or correct agricultural practices that produce non point source pollution of surface and groundwater	Prevent or correct Encourage agricultural practices that produce non-point source pollution of surface and groundwater.	Reworded, clarity
15.8.2 13.10.2	Resource Lands - Commercial Ag	Take measures to minimize adverse impacts of agricultural activities.	No change	NA
15.9 13.11	Resource Lands - Commercial Ag	Protect agricultural operations from incompatible uses by using measures including, but not limited to:	No change	NA
15.9.1 13.11.1	Resource Lands - Commercial Ag	Ensuring that uses on adjacent lands do not interfere with continuing agricultural good management practices on resource lands;	No change	NA
15.9.2 13.11.2	Resource Lands - Commercial Ag	Setbacks and buffer strips should be on land within the development unless an alternative is mutually agreed on by adjacent landowners; and	No change	NA
15.9.3	Resource Lands - Commercial Ag	Public education concerning resource activities and the common benefits derived from them.	Public education concerning resource activities and the common benefits derived from them.	Removed, same as 14.2
15.10 13.12	Resource Lands - Commercial Ag	Protect and promote related development such as farmers markets and roadside stands, cooperative marketing, and value added products, etc.	No change	NA
15.11 13.13	Resource Lands - Commercial Ag	Strengthen public disclosure of current adjacent agricultural activities by means of a “right to farm” notice on the deed, area maps, etc.	No change	NA
15.12	Resource Lands - Commercial Ag	Support the continued existence of agricultural lands by means of tax incentives or other appropriate financial aid or incentives.	Support the continued existence of agricultural lands by means of tax incentives or other appropriate financial aid or incentives.	Remove, same as 15.7.2
15.13 13.14	Resource Lands - Commercial Ag	Coordinate agricultural land preservation policies with other jurisdictions, special districts and their respective programs.	No change	NA
15.14 13.15	Resource Lands - Commercial Ag	Coordinate agricultural land preservation policies with other County wide Planning Policies through:	No change	NA

Goal or Policy	Theme/Subheading	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
15.14.1 13.15.1	Resource Lands - Commercial Ag	Correlating agricultural land preservation policies with Urban Growth Area policies and with public facility and service provision policies to prevent the extension of urban services to areas intended for continued agricultural use;	No change	NA
15.14.2 13.15.2	Resource Lands - Commercial Ag	Ensuring that public facility and service extension, even if not directly serving the agricultural lands, do not stimulate the conversion of agricultural land or make its preservation and protection more difficult.	No change	NA
15.15 13.16	Resource Lands - Commercial Ag	In order to assure the rights of agricultural land owners and to provide them reasonable flexibility to modify classification of their land, owners of agricultural land may request change of agricultural lands classification under certain circumstances.	In order to assure the rights of agricultural land owners and to provide them reasonable flexibility to modify classification of their land, owners of agricultural land may request change of agricultural lands classification under certain circumstances. In order to assure the conservation of agricultural lands, landowners wishing to request a modification to the classification of their land shall have their proposals reviewed through the comprehensive plan amendment process, consistent with WAC 365-190.	Reworded, consistency with the state laws for de-designating resource lands.
15.16 13.17	Resource Lands - Commercial Ag	Cooperative agricultural production and marketing will be encouraged.	No change	NA
13.18	Resource Lands - Commercial Ag	New policy	Permanently preserve prime farmland while directing growth to appropriate areas.	Added, preventing sprawl and directing growth to urban areas
15.17 13.19	Resource Lands - Mineral	Maintain and enhance natural resource based industries.	No change	NA
15.17.1 13.19.1	Resource Lands - Mineral	Assure conservation of mineral resource lands.	Assure conservation of mineral resource lands. Conserve long term mineral lands to ensure the continued supply of sand, gravel, and non-renewable minerals, and their protection from urban encroachment, as well as environmental protection through appropriate siting, operation, reclamation standards and groundwater protection measures.	Added, more actionable
15.17.1.1 13.19.1.1	Resource Lands - Mineral	Assure that the use of lands adjacent to mineral resource lands do not interfere with the continued use, in accordance with best management practices, of lands designated for the extraction of minerals.	No change	NA

Goal or Policy	Theme/Subheading	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
15.17.1.2 13.19.1.2	Resource Lands - Mineral	Assure that the excavated land will have an ultimate economic use which will complement and preserve the value of adjoining land.	No change	NA
15.17.1.3 13.19.1.3	Resource Lands - Mineral	Maintain the contribution of mining and processing operations to the Island County employment base.	No change	NA
15.17.2 13.19.2	Resource Lands - Mineral	Island County will provide for title or plat notification for property owners within 300 feet of an existing approved mining operation.	No change	NA
15.17.3 13.19.3	Resource Lands - Mineral	Regulate surface mining operations to minimize land use conflicts through the conditional use process.	No change	NA
15.17.4 13.19.4	Resource Lands - Mineral	Apply standards which consider noise levels, light pollution, dust, visual screening, transportation impacts, hours of operation, water quality and groundwater protection and consumption, to new and expanding mine operations.	No change	NA
15.17.5	Resource Lands - Mineral	Encourage the purchase of development rights, by the mine developer, of the area within 300 feet of the proposed mine, thus limiting use within that area to forestry, agricultural or designated open space, for the life of the mining operation.	Encourage the purchase of development rights, by the mine developer, of the area within 300 feet of the proposed mine, thus limiting use within that area to forestry, agricultural or designated open space, for the life of the mining operation.	Remove, in code
15.18 13.20	Resource Lands - Mineral	Allow extractive industries to locate where prime natural resource deposits exist, provided these sites are separated by buffers from existing residential areas and restored for appropriate reuse after removing the resource material.	No change	NA
15.19 13.21	Resource Lands - Mineral	Discourage new residential uses from locating near active extractive sites, unless the residential developer provides adequate buffering.	No change	NA
15.20 13.22	Resource Lands - Mineral	Operation of new and expanding sites will be regulated by land development standards to ensure proper siting and to minimize environmental impacts during operation.	No change	NA
15.21 13.23	Resource Lands - Mineral	There is no minimum parcel size for existing operations. Future commercial sites generally should be 10 acres or greater to provide for adequate screening. Future small scale operations such as borrow pits may be less than 10 acres.	There is no minimum parcel size for existing operations. Future commercial sites generally should be 10 acres or greater to provide for adequate screening. Future small scale operations such as borrow pits may be less than 10 acres.	Reworded, simplify

Goal or Policy	Theme/Subheading	Existing Goal or Policy Text	Proposed Policy Revision	Reasoning for Proposed Change
15.22 13.24	Resource Lands - Mineral	On sites with disturbed areas of three acres or less, site reclamation will be carried out as soon as practical, as phased operations are completed, to prevent erosion and water quality degradation, and to return the site to a natural state. Reclaimed sites can be used for any of the uses permitted in the underlying land use designation.	No change	NA
15.23 13.25	Resource Lands - Mineral	Surface mining is not considered to be a permanent use of the land. The land should be utilized consistent with the long term plans of the community, and mining allowed based upon performance standards.	No change	NA
15.24	Resource Lands - Mineral	Overlay policies and development regulations shall be implemented in addition to those associated with the underlying land use designation. When there is a conflict in policy statements or development regulations, the more restrictive shall apply.	Overlay policies and development regulations shall be implemented in addition to those associated with the underlying land use designation. When there is a conflict in policy statements or development regulations, the more restrictive shall apply.	Removed, same as 3.7
15.25 13.26	Resource Lands - Mineral	Island County shall notify adjacent landowners of the existence of a surface mine and to the extent known, undeveloped mineral resources, acknowledging that surface mining is market dependent, and operations may be intermittent and more or less intense at times.	No change	NA
13.27	Resource Lands - Mineral	New policy	Encourage Innovative development concepts to buffer agricultural and mineral resource lands from development.	Added, encouraging innovation and conservation
13.28	Resource Lands - Mineral	New policy	Develop guidelines that require cluster developments to be separated from lands designated Commercial Agriculture and Mineral Resource by dedicated open space areas or by other buffering measures. Buffers may be provided by trees, but may also be separated by distance.	Added, building upon previous policy