

## ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE SEPTEMBER 18, 2024

Those interested in attending the meeting virtually may use the following link:  
<https://zoom.us/j/95701446335?pwd=U2N4V1FXSVdiNDJLL1B2UXIDc3F2QT09>  
or for voice only, **Dial by your location:** (253) 215-8782  
**Meeting ID:** 957 0144 6335 **Passcode:** 969196

9:00 a.m. Commissioners' Office  
10:30 a.m. Prosecuting Attorney's Office  
11:00 a.m. County Administration

### NOON BREAK

1:00 p.m. Public Health  
1:50 p.m. Commissioners' Office  
2:10 p.m. Public Works

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

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

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

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

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



## ISLAND COUNTY COMMISSIONERS

### WORK SESSION AGENDA

MEETING DATE: 9/18/2024

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To: Jill Johnson, Chair  
Board of Island County Commissioners  
From: BOCC Staff

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Amount of time requested for agenda discussion. 90 minutes

#### A.M. ITEM

**DIVISION:** Administrative

**Agenda Item No.: 1**

**Subject:** 2025 Legislative Priorities

**Description:** The Board will discuss 2025 Legislative Priorities with representatives from Gordon Thomas Honeywell.

**Attachment:** DRAFT 2025 Legislative priorities, PowerPoint Presentation

**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

#### P.M. ITEMS

**Agenda Item No.: 2**

**Subject:** 2% Hotel-Motel Tax Fund Grants

**Description:** The Board will discuss 2025 recommendations from the Lodging Tax Advisory Committee (LTAC) for grant distribution from the 2% Hotel-Motel Tax fund.

**Attachment:** LTAC Funds Disbursement recommendation

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

**Agenda Item No.: 3**

**Subject: Diking District #3**

**Description:** The Board will discuss options for the future of Diking District #3.

**Attachment:** **None**

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

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input checked="" type="checkbox"/> Other: <u>Guidance from the Board</u>

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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



## 2025 Legislative Priorities

New/revised sections highlighted  
Josh questions

### Ituha Stabilization Facility – Construction Funding for Increased Capacity

The Ituha Stabilization Center, located in Oak Harbor, provides mental health stabilization services, secure withdrawal management (SWM), medically assisted treatment (MAT), and inpatient treatment referrals to individuals in Island County and surrounding communities, including Skagit and San Juan Counties. This is the only secure withdrawal management and stabilization facility in Island County, allowing constituents to access life-saving care without needing to travel to the mainland. Currently, the Ituha Center has 10 beds. There is a need for additional service capacity in the community, and the facility could be expanded to include 6 more beds, for a 16-bed total. The County is ready to move into the construction phase of facility expansion with completion by the end of 2026. **Island County requests \$900,000 in the capital budget to complete the facility expansion.**

### Election Office Security Improvements

The County currently rents a space to house elections operations that is undersized and does not meet modern voter expectations for election security. It does not make sense to invest in remodeling a rented space for an ongoing function. The County plans to purchase one of the multiple available buildings that would provide a better footprint and renovate it to provide a long-term space for the elections office. These renovations will include physical security measures to ensure the new space meets today's security needs. It is estimated that this will cost \$2 to \$3 million. **We are requesting \$1 million in capital budget.**

### Fund Island County Transportation Needs:

#### *Regional Ferry Needs*

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

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

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

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

#### *Deception Pass Park Highway 20 Corridor Safety Plan and Improvements*

Vehicular and pedestrian traffic on SR-20 on the Deception Pass Bridge and the approach from both the north and south is creating a hazard for the multitude of residents and tourists that travel on the highway and visit the iconic facility. The County and WSDOT have completed design for replacement guardrails that would both satisfy safety standards and meet historic character specifications. In addition to guardrail replacement, other safety measures need to be planned, designed, and installed to protect park visitors,

## 2025 Island County Legislative Priorities

drivers and cyclists. Island County requests that the Legislature task WSDOT with developing and implementing a Deception Pass Park Highway 20 Corridor Safety Plan.

### *Roundabout at East Camano Drive and Cross Island Road*

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



# ISLAND COUNTY PREPARING FOR THE 2025 LEGISLATIVE SESSION

September 18, 2024

Josh Weiss



# TODAY'S DISCUSSION

- What to Expect for the 2025 Legislative Session
- WSAC Preliminary Items
- Preliminary Island County Items
- Next Steps

# 2025 LEGISLATIVE SESSION CONTEXT

## Biennial Budget Year

- 105 days
- Budget challenges – Forecast down; potential impacts from initiatives
  - Operating: -\$477m '23-'25; -\$189m '25-'27
  - Capital: \$4.7 billion bond capacity
  - Transportation: gas tax revenue declining

## New Legislators

- 19 retirements, potential open seats from statewide and Congressional races
- Entire House and ½ the Senate up for re-election
- Supermajority?

## New Leadership

- New Governor's Office
- Senate Democrats; House Republicans

## LEGISLATIVE AGENDA SETTING - WSAC PRELIMINARY ITEMS

- New county revenue
- Funding for indigent defense
- Funding for rural county coroners
- Requiring EFSEC to comply with state and local development requirements / providing liability and appeal protections for local permitting agencies
- Creating accountability in the behavioral health continuum of services by improving contractual standards for re-procurement
- Addressing county housing access and affordability
- Funding for the preservation and maintenance of the county transportation system

## ISLAND COUNTY AGENDA ITEMS

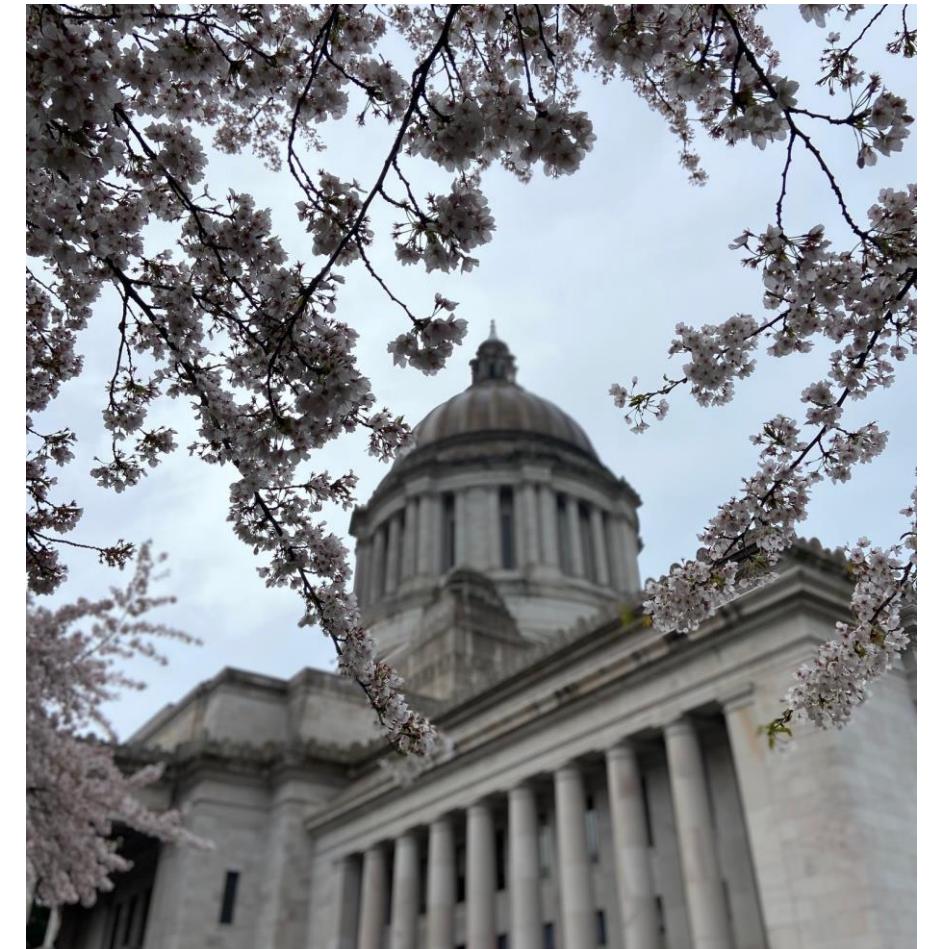
- Ituha Stabilization Facility – Capital Budget Request
  - Construction of expansion of additional 6 beds
  - \$900,000 request
- Election Office Security Improvements – Capital Budget Request
  - Current rented space does not meet existing need, nor election security expectations
  - County will purchase a different building and renovate it
  - \$1 million request
- Fund Island County Transportation Needs – Transportation Budget Requests
  - Three WSDOT projects, including ferry needs, and one county project

## NEXT STEPS

- September 19 – WSAC Board and LSC Meetings  
*To do: check in with delegation; finalize agenda*
- October 23 – Island County Council of Governments Legislative Briefing  
*To do: create handouts; gather information for capital budget request forms*
- November 5 – General Election
- November 19 – WSAC LSC Meeting at County Leaders Conference  
*To do: create handouts; gather information for capital budget request forms*
- December 9 through 13 – House & Senate Committee Assembly
- January 13 – 2025 Legislative Session Begins  
*To do: submit capital budget request forms; meet with capital budget leadership*

# QUESTIONS?

**Josh Weiss**  
State Lobbyist & Partner  
[jweiss@gth-gov.com](mailto:jweiss@gth-gov.com)



**ISLAND COUNTY 2% HOTEL-MOTEL TAX TOURISM PROMOTION 2025  
PROGRAM YEAR**

<b>CHAMBERS OF COMMERCE PROJECTS AND ACTIVITIES</b>				
<b>RANK</b>	<b>ORGANIZATION</b>		<b>REQUESTED AMOUNT</b>	<b>RECOMMENDED FUNDING AMOUNT</b>
1	<b>COUPEVILLE CHAMBER OF COMMERCE</b>		<b>\$73,291.00</b>	\$69,066.00
	<i>FACILITIES OPERATIONS</i>			
2	<b>CAMANO ISLAND CHAMBER OF COMMERCE</b>		<b>\$57,000.00</b>	\$55,000.00
	<i>NORTHWEST GLASS QUEST</i>		<i>\$45,000.00</i>	
	<i>VISITOR KIOSK</i>		<i>\$12,000.00</i>	
3	<b>OAK HARBOR CHAMBER OF COMMERCE</b>		<b>\$38,000.00</b>	\$35,000.00
	<i>WONDERS OF WHIDBEY</i>			
4	<b>CLINTON CHAMBER OF COMMERCE</b>		<b>\$33,616.50</b>	\$23,154.00
	<i>THE CLINTON EXPERIENCE</i>			
5	<b>LANGLEY CHAMBER OF COMMERCE</b>		<b>\$149,675.66</b>	\$57,535.21
	<i>FACILITIES OPERATIONS</i>		<i>\$115,990.86</i>	
	<i>HIGHWAY 525 KIOSK</i>		<i>\$33,684.80</i>	\$33,684.80
6	<b>FREELAND CHAMBER OF COMMERCE</b>		<b>\$145,040.00</b>	\$83,240.00
	<i>FACILITIES OPERATIONS</i>			

<b>TOTAL REQUESTS:</b>	<b>TOTAL RECOMMENDATION:</b>
<b>\$496,623.16</b>	<b>\$356,680.01</b>
<b>TOTAL AVAILABLE FUNDS:</b>	
<b>\$322,000.00</b>	

ADDED FUNDS FROM CAPITAL FUNDS:

\$33,684.80

**\$356,680.00**

<b>MUSEUMS AND HISTORICAL SOCIETY PROJECTS AND ACTIVITIES</b>				
<b>RANK</b>	<b>ORGANIZATION</b>		<b>REQUESTED AMOUNT</b>	<b>RECOMMENDED FUNDING AMOUNT</b>
1	PACIFIC NORTHWEST NAVAL AIR MUSEUM		\$28,000.00	\$26,000
	<i>FACILITIES OPERATIONS</i>			
2	WHIDBEY ISLAND MARITIME HERITAGE FOUNDATION		\$65,000.00	\$55,000
	<i>SCHOONER SUVA</i>			
3	EBEY'S LANDING NATIONAL HISTORICAL RESERVE		\$20,000.00	\$18,000
	<i>EBEY'S RESERVE VISITOR CONTACT STATION</i>			
4	SOUTH WHIDBEY HISTORICAL SOCIETY		\$14,000.00	\$12,000
	<i>NEW MUSEUM GALLERY - COAST SALISH SNOHOMISH ON SOUTH WHIDBEY</i>			
5	ISLAND COUNTY HISTORICAL SOCIETY MUSEUM		\$60,000.00	\$50,000
	<i>FACILITIES OPERATIONS</i>			
			<b>TOTAL REQUESTS:</b>	<b>TOTAL RECOMMENDED:</b>
			<b>\$187,000.00</b>	<b>\$161,000</b>
			<b>TOTAL AVAILABLE FUNDS:</b>	
			<b>\$161,000.00</b>	

NON-CHAMBER RELATED COMMUNITY EVENTS				
RANK	ORGANIZATION	REQUESTED AMOUNT	RECOMMENDED FUNDING AMOUNT	
1	WHIDBEY ISLAND CENTER FOR THE ARTS	\$48,000.00	\$43,000.00	
	POWERFUL ARTS IMPACT 2025			
2	PACIFIC NORTHWEST ART SCHOOL	\$17,100.00	\$14,600.00	
	YEAR-ROUND MARKETING CAMPAIGN			
3	COUPEVILLE HISTORIC WATERFRONT ASSOCIATION	\$11,500.00	\$9,000.00	
	MUSSELFEST			
4	CAMANO ARTS ASSOCIATION	\$49,980.00	\$44,980.00	
	2025 CAMANO ISLAND STUDIO TOUR	\$19,750.00		
	CAMANO GATEWAY: ART ISLAND	\$30,230.00		
5	WHIDBEY ISLAND GROWN CO-OP	\$11,200.00	\$8,700.00	
	EAT LOCAL MONTH			
6	PENN COVE WATER FESTIVAL	\$4,000.00	\$4,000.00	
	EVENT EXPENSES			
7	CAMANO COMMUNITY EVENTS	\$6,100.00	\$6,100.00	
	CIDERFEST			
8	SOUND WATER STERWARDS OF ISLAND COUNTY	\$5,333.00	\$5,333.00	
	SOUND WATERS UNIVERSITY			
9	ISLAND SHAKESPEARE FESTIVAL	\$23,500.00	\$21,000.00	
	EVENT EXPENSES			
10	CITY OF OAK HARBOR	\$15,000.00	\$12,500.00	
	WHIDBEY ISLAND MARATHON			
11	CASCADE LOOP NATIONAL SCENIC BYWAY ASSOCIATION	\$10,500.00	\$8,000.00	
	WHIDBEY SCENIC ISLE WAY			
12	WHIDBEY ISLAND ARTS COUNCIL	\$15,000.00	\$12,500.00	
	OPERATIONS EXPENSES			
13	PRICE SCULPTURE FOREST	\$9,500.00	\$9,500.00	
	2025 WANDER/ WONDER			
14	OAK HARBOR MUSIC FESTIVAL	\$30,000.00	\$27,500.00	
	EVENT EXPENSES			
15	CRAIG MCKENZIE FOUNDATION	\$29,000.00	\$26,500.00	
	HYDROS FOR HEROES			
16	OAK HARBOR MAIN STREET	\$25,000.00	\$22,500.00	
	GENERAL AND EVENT MARKETING			
17	STANWOOD CAMANO ARTS FESTIVAL	\$9,500.00	\$9,500.00	
	MOTHER'S DAY ART FESTIVAL			
18	DELAURENTIS FOUNDATION	\$75,000.00	\$0.00	
	ELECTRIC CAR PROJECT			
	TOTAL REQUESTS:		TOTAL FUNDS:	TOTAL RECOMMENDATION:
	\$395,213.00		\$241,500.00	\$285,213.00

ADDED FUNDS FROM CAPITAL FUNDS:

\$45,815.20

\$287,315.20



## ISLAND COUNTY PROSECUTING ATTORNEY

### WORK SESSION AGENDA

MEETING DATE: 9/18/2024

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To: Jill Johnson, Chair  
Board of Island County Commissioners

From: Greg Banks, Prosecuting Attorney

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Amount of time requested for agenda discussion. 10 minutes

**DIVISION:** Not Applicable

**Agenda Item No.:** 1

**Subject:** Amended Interlocal Agreement for Misdemeanor Prosecution Services with Coupeville

**Description:** Under this agreement, the Prosecutor's Office provides prosecution services to the Town of Coupeville for all misdemeanors and gross misdemeanors that occur within the town limits of Coupeville. The agreement is signed by Coupeville. We are asking that the agreement be moved to consent and signed by the Board.

**Attachment:** Amended Interlocal Agreement for Misdemeanor Prosecution Services

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

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

**IT Review:** Not Applicable

**Budget Review:** In process

**P.A. Review:** Complete

## **AMENDED INTERLOCAL AGREEMENT FOR MISDEMEANOR PROSECUTION SERVICES**

THIS AGREEMENT is entered into pursuant to Chapter 39.34 RCW by and between Island County, a political subdivision of the State of Washington, and the Island County Prosecuting Attorney (hereinafter collectively referred to as COUNTY), and the Town of Coupeville (hereinafter referred to as TOWN), a municipal corporation of the State of Washington.

WHEREAS, RCW 39.34.180 provides that each county, city and town is responsible for the prosecution, adjudication, sentencing and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions and authorizes counties, cities and towns to enter into interlocal agreements with each other pursuant to Chapter 39.34 RCW to carry out those responsibilities, and

WHEREAS, Island County provides law enforcement services through a separate Interlocal Agreement whereby County Sheriff's deputies are deputized or commissioned to serve as Town law enforcement officers; and

WHEREAS, the parties desire to enter into an agreement whereby COUNTY will provide misdemeanor and gross misdemeanor prosecution services to TOWN to enable TOWN to carry out its responsibility for such prosecutions.

NOW THEREFORE, COUNTY and TOWN agree as follows:

### **Section 0. Supersedence of Prior Agreements.**

The parties agree that this contract supersedes all prior agreements between them for the provision of prosecution services. All such prior agreements are hereby terminated upon the effective date of this agreement.

### **Section 1. Prosecution Services.**

1.1 COUNTY, through the Island County Prosecuting Attorney, will provide TOWN the following prosecution services for misdemeanors and gross misdemeanors committed within the town limits which are charged under state law or town ordinances, PROVIDED that prior to the prosecution of any violation of a town ordinance, TOWN shall appoint the Island County Prosecuting Attorney, or any deputy prosecutor serving pursuant to RCW 36.27.040, to have authority to prosecute violations of TOWN criminal ordinances for the duration of this agreement, with full authority to act on behalf of TOWN in such prosecutions, including:

- (a) prosecution of driving under the influence (DUI) cases charged by TOWN law enforcement officers;

- (b) prosecution of domestic violence cases charged by TOWN law enforcement officers;
- (c) prosecution of other misdemeanor and gross misdemeanor cases charged by TOWN law enforcement officers;
- (d) review of misdemeanor and gross misdemeanor cases investigated by TOWN law enforcement officers and referred to the Island County Prosecuting Attorney for a charging decision (the parties agree that an informal consultation regarding a case then under investigation by TOWN law enforcement does not constitute a review for a filing decision, and will be provided at no cost to TOWN);
- (e) prosecution of those cases referred to the Island County Prosecuting Attorney for a charging decision when the Island County Prosecuting Attorney files charges;
- (f) prosecution of other misdemeanors or gross misdemeanors under TOWN ordinances that are mutually agreed to by COUNTY and TOWN on a case by case basis;
- (g) RALJ appeals to Superior Court of any of the aforementioned cases prosecuted by COUNTY. RALJ (Rules for Appeal of Decisions of Courts of Limited Jurisdiction) appeals are appeals to Superior Court of District Court cases; and
- (h) prosecution of civil traffic infractions when the court requires representation by an attorney on behalf of TOWN (for example, in cases in which the defendant is represented by an attorney).

1.2 COUNTY shall render prosecution services under this Agreement in the same manner as is customarily undertaken by COUNTY with regard to crimes committed in unincorporated Island County.

1.3 Responsibility for cases which are appealed to the Washington Court of Appeals, the Washington Supreme Court, or to any Federal Court shall be the responsibility of TOWN unless the parties agree upon terms under which COUNTY will continue to represent TOWN.

1.4 COUNTY shall provide TOWN with timely written notice of the disposition of each case referred or prosecuted under section 1.1.

## Section 2. Compensation.

2.1 In consideration of the services provided by COUNTY described in Section 1, TOWN shall compensate COUNTY at a rate of \$822.92 per each non-infraction case

and \$123.44 per each infraction case in which COUNTY performs services described in section 1.1.

2.2 The calculation for the compensation paid by TOWN shall be based upon the number of cases and referrals received by COUNTY during the reporting period. Cases received include cases for which COUNTY made an initial court appearance prior to receiving a completed case referral or report.

2.3 Payments shall be made within fifteen days of receipt of a quarterly report and invoice, to be provided as required in Section 5. Each quarterly payment shall be determined by multiplying the rate set forth in paragraph 2.1 by the number of cases reported for the billing period.

2.4 Rate Adjustments.

- (a) For compensation paid in the years 2026 and after, the rates set forth in paragraph 2.1 shall be increased by the amount of the previous July to June (for example, for the 2026 rate increase, July 2024 to June 2025) Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) using the West Region, Size Class B/C (population size 2,500,000 or less) for item 'Services'. The Island County Prosecuting Attorney shall provide the amount of each increase to TOWN in July of the year preceding the year for which it will be effective (for example, in July of 2025 for the 2026 increase), or as reasonably soon after as the information becomes available.
- (b) The parties agree to review the prosecution cost and caseload data, upon request by either party, in the fifth year of this contract and every five years thereafter.

Section 3. Duration.

Once fully executed by both COUNTY and TOWN and filed or listed pursuant to RCW 39.34.040, this Agreement shall be effective as of January 1, 2025. The term of this Agreement shall extend to December 31, 2025, and shall automatically be renewed from year to year thereafter unless terminated as provided in Section 4.

Section 4. Termination.

Either party may terminate this contract upon 90 days written notice.

Section 5. Quarterly Case Reports.

COUNTY shall provide TOWN quarterly reports. The quarterly reports will indicate, for each case received during the reporting period, the defendant name, violation date, date received by the prosecutor, and the incident number. The report shall constitute an invoice for TOWN, to be paid according to section 2.3.

**Section 6. Town Law Enforcement Obligations.**

In addition to complying with applicable laws and court rules, TOWN shall provide to the Island County Prosecuting Attorney within 5 days of filing a citation in court: (1) a copy of any citation filed in court; and (2) a complete law enforcement investigation report.

**Section 7. Annual Policy Review.**

The parties agree to conduct an annual review of policy issues that may arise in carrying out this Agreement. Any changes to this Agreement resulting from such policy reviews will be made by amendment to this Agreement as provided in Section 14.

**Section 8. Non-Exclusive.**

COUNTY acknowledges that TOWN is free to engage its own legal representative to prosecute any cases. TOWN agrees to pay COUNTY the full fee for each case if any work is performed prior to the date of transfer of cases subject to the terms of this Agreement. TOWN may transfer any new case to another legal representative for prosecution without written notification. Existing cases transferred must have written notice by TOWN's Chief of Police to the Island County Prosecuting Attorney prior to the transfer.

**Section 9. Indemnification/Hold Harmless.**

Each party agrees to indemnify, defend and hold harmless the other party, its elected and appointed officials, officers, agents and employees from any and all costs, claims, judgments or awards of damages, which may be made against the other party arising out of the performance of the activities described in this Agreement, to the extent of the negligence of the party, its officers, employees or agents.

**Section 10. Records and Inspections.**

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by COUNTY or TOWN during the term of this Agreement, subject to each party's regular archival and destruction schedules.

**Section 11. Administration.**

COUNTY and TOWN shall each designate representatives for the purpose of administering this Agreement, and each shall notify the other in writing of its designated representatives. Each party may change its designated representatives upon written notice to the other.

**Section 12. Notices.**

- (a) All notices required by this Agreement to be given to COUNTY shall be made in writing and personally delivered or sent by registered mail to the Island County Prosecuting Attorney.
- (b) All notices required by this Agreement to be given to TOWN shall be made in writing and personally delivered or sent by registered mail to the Mayor of TOWN.

**Section 13. Property.**

No property shall be acquired for joint use pursuant to this Agreement.

**Section 14. Modification/Amendment.**

This Agreement may not be modified orally. Any amendment or modification of this Agreement must be made in writing with the same formalities as are required for execution of this Agreement.

**Section 15. Entire Agreement, Waiver of Default.**

The parties agree that this Agreement is a complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. The waiver of any default by either party shall not be deemed as a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**Section 16. Severability.**

If any provision of this Agreement is found to be invalid or contrary to law, the remainder of this Agreement shall not be affected thereby.

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IN WITNESS WHEREOF, COUNTY and TOWN have executed this Agreement by subscribing their names as follows:

**SIGNED** by the Town of Coupeville on August 14, 2024

**TOWN OF COUPEVILLE**

Molly Hughes  
Molly Hughes, Mayor

ATTEST:

Chris Jolly, Town Clerk

**SIGNED** by the County of Island on \_\_\_\_\_

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

\_\_\_\_\_  
Jill Johnson, Chair

\_\_\_\_\_  
Melanie Bacon, Member

\_\_\_\_\_  
Janet St. Clair, Member

ATTEST:

\_\_\_\_\_  
Jennifer Roll, Clerk of the Board

**SIGNED** by the Island County Prosecuting Attorney on \_\_\_\_\_

**ISLAND COUNTY PROSECUTING ATTORNEY**

Gregory M. Banks, Island County Prosecuting Attorney

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FOR MISDEMEANOR PROSECUTION SERVICES**

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WHEREAS, the County provides law enforcement services through a separate Interlocal Agreement whereby County Sheriff's deputies are deputized or commissioned to serve as Town law enforcement officers; and

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- (a) prosecution of driving under the influence (DUI) cases charged by TOWN law enforcement officers;
- (b) prosecution of domestic violence cases charged by TOWN law enforcement officers;
- (c) prosecution of other misdemeanor and gross misdemeanor cases charged by TOWN law enforcement officers;
- (d) review of misdemeanor and gross misdemeanor cases investigated by TOWN law enforcement officers and referred to the county Prosecuting Attorney for a charging decision (the parties agree that an informal consultation regarding a case then under investigation by TOWN law enforcement does not constitute a review for a filing decision, and will be provided at no cost to the TOWN);
- (e) prosecution of those cases referred to the county Prosecuting Attorney for a charging

decision when the Prosecuting Attorney files charges;

- (f) prosecution of other misdemeanors or gross misdemeanors under TOWN ordinances that are mutually agreed to by the TOWN and the COUNTY on a case by case basis;
- (g) RALJ Appeals to Superior Court of any of the aforementioned cases prosecuted by the COUNTY.

1.2 The COUNTY shall render prosecution services under this Agreement in the same manner as is customarily undertaken by the COUNTY with regard to crimes committed in unincorporated Island County.

1.3 Responsibility for cases which are appealed to the Washington Court of Appeals, the Washington Supreme Court, or to any Federal Court shall be the responsibility of the TOWN unless the parties agree upon terms under which the COUNTY will continue to represent the TOWN.

1.4 The COUNTY shall provide the TOWN with timely written notice of the disposition of each case referred or prosecuted under section 1.1.

Section 2. Compensation.

2.1 In consideration of the services provided by the COUNTY described in paragraph 1, the TOWN shall compensate the COUNTY at a rate of \$367 per case in which the county performs services described in section 1.1.

2.2 The calculation for the compensation paid by the TOWN shall be based upon the number of cases and referrals received by the COUNTY during the reporting period. Cases received include cases for which the COUNTY made an initial court appearance prior to receiving a completed case referral or report.

2.3 Payments shall be made within fifteen days of receipt of a quarterly report and invoice, to be provided as required in Section 5. Each quarterly payment shall be determined by multiplying the rate set forth in paragraph 2.1 by the number of cases reported for the billing period.

2.4 Rate Adjustments.

- (a) For compensation paid in the year 2019, the rates set forth in paragraph 2.1 shall be increased by the amount of the July 2017 to June 2018 Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) for the West Region.
- (b) For compensation paid in the years after 2019, the rates set forth in paragraph 2.1 (as modified under subparagraph 2.4(a)) shall be increased by the amount of the previous July to June Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) for the West Region. The percent increase in the rates shall in no event exceed 3.5% per year.

Section 3. Duration.

This Agreement shall be in effect upon final approval by the legislative bodies of both the COUNTY and the TOWN and filed or listed pursuant to RCW 39.34.040. The term of this Agreement shall extend to December 31, 2018, and shall automatically be renewed from year to year thereafter unless terminated as provided in Section 4.

Section 4. Termination.

Either party may terminate this contract upon 90 days written notice.

Section 5. Quarterly Case Reports.

The COUNTY shall provide the TOWN detailed quarterly reports of the number of cases handled, including cases prosecuted and cases for which prosecution was declined following review by the COUNTY. The quarterly reports will indicate defendant name, case number, and case type and disposition. The first report shall be provided on April 15, 2018, and will be provided every three months thereafter. The report shall constitute an invoice for the TOWN, to be paid according to section 2.3.

Section 6. Town Law Enforcement Obligations

In addition to complying with applicable laws and court rules, the TOWN shall provide to the prosecutor within 5 days of filing a citation in court: (1) a copy of any citation filed in court; and (2) a complete law enforcement investigation report.

Section 7. Annual Policy Review.

The parties agree to conduct an annual review of policy issues that may arise in carrying out this Agreement. Any changes to this Agreement resulting from such policy reviews will be made by amendment to this Agreement as provided in Section 14.

Section 8. Non-Exclusive.

The COUNTY acknowledges that the TOWN is free to engage its own legal representative to prosecute any cases. The TOWN agrees to pay the COUNTY the full fee for each case if any work is performed prior to the date of transfer of cases subject to the terms of this Agreement. The TOWN may transfer any new case to another legal representative for prosecution without written notification. Existing cases transferred must have written notice by the Town Marshal to the Prosecuting Attorney prior to the transfer.

Section 9. Indemnification/Hold Harmless.

Each party agrees to indemnify, defend and hold harmless the other party, its elected and appointed officials, officers, agents and employees from any and all costs, claims, judgments or awards of damages, which may be made against the other party arising out of the performance of the activities described in this Agreement, to the extent of the negligence of the party, its officers, employees or agents.

Section 10. Records And Inspections.

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the COUNTY or the TOWN during the term of this Agreement subject to each party's regular archival and destruction schedules.

Section 11. Administration.

The TOWN and the COUNTY shall each designate representatives for the purpose of administering this Agreement, and each shall notify the other in writing of its designated representatives. Each party may change its designated representatives upon written notice to the other.

Section 12. Notices.

(a) All notices required by this Agreement to be given to the COUNTY shall be made in

writing and personally delivered or sent by registered mail to the Prosecuting Attorney of the COUNTY.

(b) All notices required by this Agreement to be given to the TOWN shall be made in writing and personally delivered or sent by registered mail to the Mayor of the TOWN.

Section 13. Property.

No property shall be acquired for joint use pursuant to this Agreement.

Section 14. Modification/Amendment.

This Agreement may not be modified orally. Any amendment or modification of this Agreement must be made in writing with the same formalities as are required for execution of this Agreement.

Section 15. Entire Agreement, Waiver Of Default.

The parties agree that this Agreement is a complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. The waiver of any default by either party shall not be deemed as a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

Section 16. Severability.

If any provision of this Agreement is found to be invalid or contrary to law, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the COUNTY and the TOWN have executed this Agreement by subscribing their names as follows:

**SIGNED** by the Town of Coupeville on February 23, 2018.

**TOWN OF COUPEVILLE**

Molly Hughes  
Molly Hughes, Mayor

ATTEST:



TOWN CLERK - Kelly Beech

APPROVED AS TO FORM:

Grant K. Weed

Town Attorney - Grant Weed

SIGNED by the County of Island on April 17, 2018

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

Helen Price Johnson  
Helen Price Johnson, Chair

Richard M. Hannold  
Richard M. Hannold, Member

"Opposed"  
Jill Johnson, Member



ATTEST:

Virginia Shaddy  
Debbie Thompson  
CLERK OF THE BOARD  
Virginia Shaddy  
Deputy Clerk of the Board

SIGNED by the Island County Prosecuting Attorney on March 21, 2018

Gregory M. Banks  
Gregory M. Banks, Island County Prosecuting Attorney

**Town of Coupeville**  
**RESOLUTION NO. 18 - 01**

**A RESOLUTION OF THE TOWN OF COUPEVILLE AUTHORIZING  
THE MAYOR TO EXECUTE AN AMENDMENT TO THE INTERLOCAL  
AGREEMENT WITH ISLAND COUNTY FOR MISDEMEANOR  
PROSECUTION SERVICES**

**WHEREAS**, this Amendment repeals and replaces any and all prior Interlocal Agreements with Island County for prosecution services; and

**WHEREAS**, the Town now contracts for law enforcement services with the Island County Sheriff's Office; and

**WHEREAS**, the Town has an obligation to provide for prosecution of misdemeanor and gross misdemeanor crimes committed within the Town limits;

**NOW, THEREFORE**, be it resolved by the Town Council of the Town of Coupeville as follows:

Section 1. Approval of the Agreement; Execution. The Town Council hereby approves the Amendment in substantially the form attached hereto as **Exhibit A** and incorporated herein by this reference. The Mayor is hereby authorized and directed to execute, on behalf of the Town, the Amendment, in form substantially similar to that attached as **Exhibit A**.

Section 2. Delegation of Services. The Town hereby appoints and delegates to the Island County Prosecuting Attorney, or any deputy prosecutor serving pursuant to RCW 36.27.040, with authority to prosecute violations of Town ordinances for the duration of this agreement, with full authority to act on behalf of the Town in such prosecutions

**PASSED** by the Town Council of the Town of Coupeville and APPROVED by the Mayor this 13<sup>th</sup> day of February, 2018.

TOWN OF COUPEVILLE

By Molly Hughes  
Molly Hughes, Mayor

APPROVED AS TO FORM

By Grant K. Weed

Grant Weed, Town Attorney

ATTEST

By Kelly Beech

Kelly Beech, Clerk-Treasurer



## ISLAND COUNTY COUNTY ADMINISTRATION

### WORK SESSION AGENDA

MEETING DATE: 9/18/2024

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To: **Jill Johnson, Chair**  
Board of Island County Commissioners  
  
From: **Michael Jones, County Administrator**

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

**DIVISION:** Administrative

**Agenda Item No.: 1**

**Subject:** **Rural County Economic Development (RCED) grant extension request**

**Description:** The City of Langley and Island County have an interlocal agreement for the County to reimburse the City in an amount up to \$3.0 million for water and sewer improvements. The Agreement has an expiration of 12/31/2024. The City is requesting to extend the expiration date.

**Attachment:** **Interlocal Agreement/Grant Contract, Extension dated 12/31/2025, Memo to BOCC from the County Administrator, Letter for the City of Langley**

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

**DIVISION:** Administrative

**Agenda Item No.: 2**

**Subject:** **Board discussion with Merchant McIntyre Associates**

**Description:** The County's federal grant writers and government relations contractors will discuss work done to date for the County and the opportunities for future funding.

**Attachment:** **Merchant McIntyre Fall 2024 Presentation**

**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 Administration

*Michael Jones, MPA – County Administrator*

---

1 NE 7<sup>th</sup> Street, Coupeville, WA 98239  
 Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111  
 Email: Michael.jones@islandcountywa.gov | www.islandcountywa.gov

### M E M O R A N D U M

September 18, 2024

TO: Board of County Commissioners  
 FROM: Michael Jones, County Administrator  
 RE: City of Langley's Rural County Economic Development (RCED) Grant

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The Island County Board of County Commissioners approved the award of a Rural County Economic Development Grant at its April 7, 2020 meeting in the amount of \$3,000,000 to assist the City of Langley in financing the project known as the Langley Infrastructure Improvement Project.

In a letter dated August 8, 2024, the Island County Administrator's office was notified that the City of Langley would like to extend the grant agreement (see attached letter).

Reimbursement requests received from the City of Langley are listed below by year.

Year	Amount
2021	\$621,993.77
2022	\$318,648.73
2023	\$0.00
2024	(As of 9/18/2024) \$189,814.79
<b>Total</b>	<b>\$1,130,457.29</b>



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August 8, 2024

Re: Extension Request RCED Grant (RM-GSA-2020-15, RM-BVD-2022-151)

County Commissioners:

I am writing to request an extension of the Rural County Economic Development (RCED) infrastructure investment funding to finalize project design and construct the Langley sewer system extension to residents of the Edgecliff/Decker/Furman neighborhood in Langley.

Following the initial funding extension authorized by Island County (June 2022), project progress was further delayed as follows:

1. **U.S. Army Corps of Engineers (USACE) Permitting** - The City submitted a request for USACE permitting in April 2022. Despite multiple attempts to encourage USACE to expedite their review, the City did not receive permit authorization until mid-February of 2024.
2. **Funding Shortfall and Coverage** - At the completion of the 90% design phase and cost estimate update in November of 2023, it was clear that the City needed to secure additional funding to cover project cost increases. Anticipating a shortfall, the Public Works Director applied for a Washington State Department of Commerce Public Works Board low interest loan. The Washington State Department of Commerce awarded a low interest loan to cover the \$3.5M shortfall and the City Council authorized acceptance of this funding on February 5, 2024.

However, this funding required an additional Washington State Department of Archaeological and Historical Preservation (DAHP) tribal review and comment period. This review was completed July 24, 2024, with a green light from the Suquamish Tribe and the Lower Elwha Klallam Tribe, both concurring with DAHP's determination of no cultural resource impacts.

While the City has experienced significant delays, much progress has been made. The City has accepted the 90% engineering design for the project and entered into the final engineering contract. This contract includes the remaining project design, bid support, and construction management. It is anticipated that the project in its entirety will go to bid at the end of September 2024 and construction will soon follow.

I wholeheartedly support the recent RCED program updates, and it is not lost on me that this project could have served as a case study to support those updates. That said, I stand by the value of this project to the affected neighborhoods, to the City of Langley, and to Island County.

## Preserving Affordability and Supporting Denser, More Affordable Development

- The City recognizes that encouraging development without also preserving affordability is counterproductive. In support of preservation, the City has secured grant funding for side sewer extensions and is currently assessing feasibility of CDBG funding to cover sewer hookup fees.
- The Island County RCED funding, in combination with other funding sources, defrays sewer and stormwater infrastructure costs which would otherwise be a barrier for cost effective development.
- Our current comprehensive planning exercises point to the critical need for sewer and stormwater infrastructure to support projected growth in urban growth areas like Langley. While current zoning allows more density in this neighborhood, such allowance is contingent on sewer connection. Additionally, even minor density increases permitted without sewer connection, like ADU's, are

hindered by parcel size and septic field requirements making denser development without sewer unlikely.

There are sixty-two (62) existing properties eligible for sewer connection once it's extended. That number expands to approximately ninety-four (94) units eligible at full sewer buildout. If developers use the multifamily infill (MFI) code, the potential number of allowable units increases significantly.

#### Environmental & Cost Benefits

- Replacing septic systems with sewer connections reduces the environmental risks associated with septic system failure. Extending sewer and stormwater services also reduces ground water accumulation. (Ground water accumulation further destabilizes the adjacent unstable bluff along Saratoga Passage.) As noted above, approximately sixty-two septic systems are eligible for replacement.
- Each septic system replacement also reduces County responsibility and costs related to monitoring and managing the septic systems in these neighborhoods.

Despite delays, this funding is as critical as ever to the successful completion of the Langley Infrastructure Project overall, to the Edgecliff/Decker/Furman neighborhood, and in supporting urban infill development moving forward. As such, I humbly request that you authorize extension of the funding through December 31, 2025.

Best,



Krista "Kennedy" Horstman  
Mayor, City of Langley



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE:  
04/07/2020  
Agenda Item No 3

CONSENT AGENDA  
 X REGULAR AGENDA  
PUBLIC HEARING/MTG  
Resolution/Ordinance No:

DEPARTMENT: GSA	
DIVISION: (if applicable)	
STAFF CONTACT: Elaine Marlow ext. 7397	
AGENDA SUBJECT: Interlocal Agreement Rural County Economic Development Funds City of Langley	
BACKGROUND/SUMMARY:	WORK SESSION DATE: (If applicable) <u>7/17/19 BOCC</u>
The Interlocal Agreement delineates the terms of a \$3 million grant award of Rural County Economic Development Sales Taxes to the City of Langley. This grant award provides partial funding for the City of Langley's \$7 million Infrastructure Improvement Project which will have a positive impact on business development by creating opportunities for sorely needed affordable work force housing.	
The County annually solicits grant applications from cities, town and port districts within Island County for the Rural County Economic Development Infrastructure Investment Program. This program is funded by sales taxes that are a rebate of state sales taxes back to the County. This rebate does not increase the local sales tax rate. Use of these funds is restricted to economic development projects (RCW 82.14.370)	
FISCAL IMPACT/FUNDING SOURCE: \$3,000,000 Rural County Economic Development Sales Taxes	
RECOMMENDED ACTION: <input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other (describe) _____	
SUGGESTED MOTION:	

*[BELOW TO BE COMPLETED BY CLERK OF BOARD]*

BOCC ACTION:

APPROVED

DENIED

TABLED/DEFERRED/NO ACTION TAKEN

CONTINUED TO DATE: / / TIME: \_\_\_\_\_

OTHER Post on Website

ATTACHMENT Event Date Tue Apr 07 00 00 00 PDT 2020  
Page 1 of 6 Tue Apr 07 00:00:00 PDT 2020

Contractor: City of Langley  
Project: Langley Infrastructure Project  
Contract No.: RM-GSA-2020-15

## INTERLOCAL AGREEMENT RURAL COUNTY ECONOMIC DEVELOPMENT FUNDS

**THIS INTERLOCAL AGREEMENT** is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between Island County, Washington, a political subdivision of the State of Washington, acting by and through its Board of County Commissioners, (the "County") and the City of Langley, a municipal corporation organized under the laws of the State of Washington, acting by and through its City Council and wholly situated in Island County, Washington, (the "City"), on the date established pursuant to section 15 below.

### RECITALS

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

B. The Island County Board of County Commissioners at its August 13, 2019 meeting approved the award of Rural County Economic Development Funds to assist the City in financing the costs of an infrastructure project known as the Langley Infrastructure Improvement Project (the "Project"). Said improvements are more particularly described in the City's Application for Rural County Economic Development Funds, as submitted on March 27, 2019, and incorporated herein for all intents and purposes. This Interlocal Agreement sets forth the terms and conditions of said award.

C. The County approves an award of Rural County Economic Development Funds in the amount of Three Million Dollars (\$3,000,000) for the Project, subject to the following conditions:

- a. The City issues bonds as authorized by the voters on November 5, 2019. Said bond proceeds shall be used to finance the Project.
- b. The City agrees that aforementioned bonds and other City funds will be spent on the Project, before expending grant funds authorized under this agreement.

D. The project is included in the City of Langley Comprehensive Plan.

E. The City has the appropriate statutory authority pursuant to Chapter 35A.11 RCW, and is ready, willing, and able to complete the Project described herein, and the parties are entering into this Agreement to carry out such purpose.

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

## AGREEMENT

1. For and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:
2. Purpose. The purpose of this Agreement is to allow the County to provide partial funding assistance to the City for costs of the Project.
3. Project Time / Budget. Work on the Project shall be substantially complete no later than December 31, 2022. If an extension is required, a written request must be made to, and approved by, the Island County Board of Commissioners. For purposes of RCW 39.34.030(3)(d), the City will establish and maintain a Project construction budget. The City will be responsible for acquiring, holding and disposing of Project property. Unless otherwise agreed by the parties by subsequent written instrument, the County shall not own any real or personal property acquired with the funds distributed to the City hereunder.
4. Construction. The County shall have no responsibility for the design, construction or Project management of said Project. The City shall have the sole authority to determine its design, construction and Project management, and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing and/or construction and permitting, in the manner allowed by law.
5. Allowable uses. All funds disbursed by the County to the City under this Agreement shall be used by the City solely for Project costs considered permitted uses under RCW 82.14.370 and Island County Code Chapter 3.02C.040(A). In addition, funding provided under this agreement can only be used for construction of infrastructure. City administrative costs are not eligible for reimbursement. The City hereby agrees that the said Project shall be completed for uses as described herein.
6. Financing. The contribution to the City from County rural county sales and use tax proceeds for this Project will be in the amount of Three Million Dollars (\$3,000,000). Upon receipt of a request for reimbursement and documentation evidencing that the City has paid Project costs allowable under this Agreement, the County shall pay said reimbursement request within forty-five (45) days of receipt. The City may submit requests for reimbursement periodically during the term of this Agreement.
7. Repayment. In the event that it is determined that any portion of the funds provided by the County is used for any purpose not authorized under this Interlocal Agreement, the City hereby agrees that it will repay to the County all such funds, together with accrued interest at the same rate as if the funds had been invested with the Washington State Local Government Investment Pool. Any repayments due to the County shall be paid by the City within forty-five (45) days of written request made by the County.



8. Documentation. The City shall maintain for a period of six (6) years proper records documenting that the funds provided by the County were used solely for the purposes contained herein. During regular business hours and upon reasonable advance notice, the City shall make Project records available for inspection or audit by the County or its duly authorized representatives.

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

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

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

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

The City shall maintain, during the life of the Agreement, Industry Standard Occurrence Commercial General Liability, or an equivalent, in the amount of \$1,000,000.00 Per Occurrence and \$2,000,000.00 Aggregate, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the City from claims for

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damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the City or by anyone directly employed by or contracting with the Town.

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

Membership of the City in a state approved municipal risk pool with similar or better coverages shall satisfy the insurance requirements of this section.

11. No Separate Legal Entity. No separate legal entity is created or established to conduct this cooperative undertaking. For purposes of RCW 39.34.030(4)(a), the City's chief administrative officer shall administer the Project.

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

13. Arbitration. Any dispute between the parties concerning the application of or violation of the express terms of this Agreement shall be resolved first through negotiation and, if agreed, by non-binding mediation. If the dispute is not resolved in either such manner, the parties may resort to arbitration. For purposes of arbitration, each party shall pick its own arbitrator and the two arbitrators within ten (10) days shall pick a third arbitrator. If the two arbitrators do not agree within ten (10) days to pick a third arbitrator, either party may apply to the Superior Court of Island County to select a third arbitrator. A majority decision of the arbitrators shall be final and conclusive.

Except where expressly provided in this Agreement, the arbitration shall be governed by Ch. 7.04A RCW. The cost of arbitration shall be borne by each party paying for its own arbitrator and its attorney fees and costs. Should all parties participate in an arbitration, those parties' arbitrators shall meet and choose an arbitrator who shall join in deciding the matters in the dispute in the manner set forth above. The arbitrator will be compensated by the parties as follows: Each party shall pay one half the costs of all arbitration including the compensation for the third arbitrator. Each party shall pay the cost for the arbitrator it selects.

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

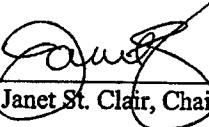
15. Filing of Agreement. Under RCW 39.34.040, prior to its entry into force, this Agreement must be either filed with the Island County Auditor or, alternatively, listed by subject on the City's Internet website.

16. Survival. Sections 5, 7, 8, 9, 10 and 13 of this Agreement shall survive the

Error! Unknown switch argument.

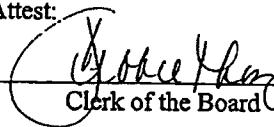
termination of this Agreement,

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

By: 

Janet St. Clair, Chair

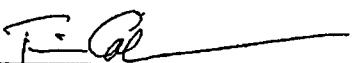
Date: 4/1/2020

Attest: 

Clerk of the Board

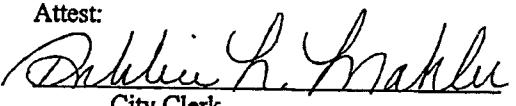


CITY OF LANGLEY

By: 

Mayor

Date: 3/27/20

Attest: 

Debbie L. Franklin  
City Clerk

ATTACHMENT Event Date Tue Apr 07 00 00 00 PDT 2020  
Page 6 of 6 Tue Apr 07 00:00:00 PDT 2020

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ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 6-14-22

Agenda Item No. \_\_\_\_\_

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

Resolution/Ordinance No. \_\_\_\_\_

DEPARTMENT: Budget

DIVISION: (if applicable)

STAFF CONTACT: Douglas Martin, extension 7254

AGENDA SUBJECT: Consider approving an extension of the contract with City of Langley Rural County Economic Development grant for the Infrastructure Project #RM-GSA-202-015 to December 31, 2024.

Rm-GSA-2020-15

BACKGROUND/SUMMARY:

WORK SESSION DATE: (If applicable) June 1, 2022

In 2020, the City of Langley was awarded a \$3,000,000 grant from the Rural County Economic Development Fund (RCED) for Infrastructure work. The original agreement ends December 31, 2022. Due to delays in the work caused by COVID and other impacts, the City is asking for an extension of the contract to December 31, 2024.

FISCAL IMPACT/FUNDING SOURCE:

None

RECOMMENDED ACTION:

- Approve/Adopt
- Schedule Public Hearing/Meeting
- Continue Public Hearing/Meeting
- Information/Discussion
- Other (describe) \_\_\_\_\_

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ TIME: \_\_\_\_\_
- OTHER \_\_\_\_\_

Contractor: City of Langley  
Project: Infrastructure Improvements  
Contract No.: RM-GSA-2020-15 (RM - BVD - 2022 - 151)

**AMENDMENT NO. 1  
GRANT AGREEMENT  
RURAL COUNTY ECONOMIC DEVELOPMENT FUNDS**

**THIS GRANT AGREEMENT**, between Island County, Washington, and the City of Langley, dated April 7, 2020 in financing the Infrastructure Improvement Project, is hereby amended as follows:

Paragraph 2 is amended to read:

Project Time / Budget. Work on the Project shall be substantially complete no later than December 31, 2024. For purposes of RCW 39.34.030(3)(d), the City will establish and maintain a Project construction budget. The City will be responsible for acquiring, holding and disposing of Project property. Unless otherwise agreed by the parties by subsequent written instrument, the County shall not own any real or personal property acquired with the funds distributed to the City hereunder.

All other terms and conditions of the original Grant Agreement, not amended hereby, remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

By: M. Bacon  
Melanie Bacon, Chair

Date: 6/14/22

City of Langley  
By: Scott Chayl

Date: 6/2/22

Contractor: City of Langley  
Project: Infrastructure Improvements  
Contract No.: RM-GSA-2020-15

**AMENDMENT NO. 2  
GRANT AGREEMENT  
RURAL COUNTY ECONOMIC DEVELOPMENT FUNDS**

This Amendment No. 2 to the Grant Agreement for Rural County Economic Development Funds dated April 7, 2020 in financing the Infrastructure Improvement Project between Island County (County) and the City of Langley (City) is hereby amended as follows:

Section 2 is amended to read as follows:

2. Project Time/ Budget. Work on the Project shall be substantially complete no later than December 31, 2025. For purposes of RCW 39.34.030(3)(d), the City will establish and maintain a Project construction budget. The City will be responsible for acquiring, holding and disposing of Project property. Unless otherwise agreed by the parties by subsequent written instrument, the County shall not own any real or personal property acquired with the funds distributed to the City hereunder.

All other terms and conditions of the original Grant Agreement, not amended hereby, remain in full force and effect.

Island County and the City of Langley by their signature below acknowledge and accept the terms and conditions of this Amendment No. 2.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jill Johnson, Chair

CITY OF LANGLEY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Krista "Kennedy" Horstman, Mayor



# Federal Funding Update

September 18, 2024

Presented By:

A. Clayton Boothby III, Vice President and Senior Advisor  
Tristan Southard, Associate VP and Director of Legislative Strategy  
Jason Lever, Government Relations Associate

# Pending Funding Requests

- FY25 Community Project Funding (CPF)
  - Project: Island County Recycling and Reuse Station.
  - Amount: \$1,000,000.
  - Status: Pending, awaiting conclusion of the FY25 appropriations process.
  - Championed by Representative Rick Larsen.
- USDOT Charging and Fueling Infrastructure (CFI) Grant Program
  - Project: Expansion of EV Charging Infrastructure.
  - Amount: \$1,981,560.
  - Status: Pending.
  - Application scored “highly recommended” during consideration in FY23.



# Upcoming Funding Opportunities

- DOT Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Program (PROTECT).
- DOT Rebuilding American Infrastructure with Sustainability and Equity (RAISE).
- DOT Safe Streets and Roads for All (SS4A).
- FY26 Congressionally Directed Spending



# DOT PROTECT Program

- Overview: This grant will fund resiliency planning efforts focused on the County's surface transportation infrastructure. Funding may also be used for preliminary design and engineering on select projects.
- Status: Application development currently underway.
- Amount: Minimum award size of \$100,000.
- Due Date: Late Fall 2024.



# DOT RAISE Program

- Overview: RAISE is DOT's flagship local infrastructure program and funds planning, design, and construction efforts for local projects that align with federal transportation priorities.
- Status: Work is underway to develop a planning proposal for a SR-20 corridor projects, which will position the County for implementation grant funding in future RAISE cycles.
- Amount:
  - Planning Grant: No Minimum Award Size
  - Implementation Grant: Minimum Award Size of \$1,000,000
- Due Date: January 2025.



# DOT Safe Streets and Roads for All (SS4A)

- Upon completion of IRTPO's SS4A Comprehensive Safety Action Plan, MM will work with Island County and IRTPO to develop a competitive application for SS4A implementation funding.
- Minimum award size: \$2,500,000.



# FY26 Congressionally Directed Spending (CDS)

- CDS funding has the potential to fund a wide range of critical construction and equipment projects.
- In Fall 2024, MM will begin working with Island County Commissioners, staff, and the County's Congressional Delegation to identify a competitive project for submission in 2025.
- Potential projects include emergency operations facility and other infrastructure in Island County.



# Washington D.C. Update



Thank you for the opportunity to  
partner with Island County.

Any further questions?





## ISLAND COUNTY PUBLIC HEALTH

### WORK SESSION AGENDA

MEETING DATE: 9/18/2024

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To: Jill Johnson, Chair  
Board of Island County Commissioners

From: Shawn Morris, Director

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Amount of time requested for agenda discussion. 50 minutes

**DIVISION: Dept of Natural Resources**

**Agenda Item No.: 1**

**Subject:** Conservation Futures Fund (CFF) Citizens Advisory Board (CAB) Update on Resolution, Evaluation Criteria, and 2025 Application

**Description:** Review 2024 Work Plan project involving updating CFF Project Evaluation criteria to integrate concepts of environmental justice and health equity, as well as bring revised CFF Resolution for consideration and approval by the BOCC.

**Attachments: Executive Summary and resolution**

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

**DIVISION: Environmental**

**Agenda Item No.: 2**

**Subject:** Wastewater Proviso Agreement with Biohabitats

**Description:** Review interagency agreement with Biohabitats to provide comprehensive project management for the Island County Wastewater Proviso project outlined in Contract No. CLH31012 Amendment 16 with the Washington State Department of Health.

**Attachment: Executive Summary and Contract**

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

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

**IT Review:** Not Applicable

**Budget Review:** In process

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

**DIVISION: Environmental**

**Agenda Item No.: 3**

**Subject: Safeway Environmental Health Issues**

**Description:** Discussion of the actions taken by the Island County Health Department in response to community complaints about sanitary issues surrounding Safeway.

**Attachments: Letter of abatement from Health Officer**

**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

## Conservation Futures Fund (CFF) Programmatic Updates Overview

### - Executive Summary -

*September 18<sup>th</sup> BOCC Work Session*

<b>Summary</b>	<p>The Conservation Futures Program (CFP) is a land preservation program that protects, preserves, maintains, improves, restores, and limits the future use of threatened areas of open space, timberlands, wetlands, habitat areas, culturally significant sites, and agricultural farmlands within Island County. Each year, an application cycle is opened to which entities may apply for either Land Acquisition monies or Maintenance and Operations (M&amp;O) monies for properties previously purchased with CFP funds.</p> <p>In 2023 the Board of Island County Commissioners (BOCC) provided guidance to the CFP Coordinator to reexamine the program approach, application metrics, and other guidelines to reflect the County's commitment to equity and climate policies. The CFP Coordinator, along with the volunteer Citizen's Advisory Board (CAB), has spent much of the last year updating the two applications to remove barriers to access, as well as revising the governing Resolution to better reflect programmatic operations, including: adjustments to program timelines, transition to bulk award from reimbursement procedures, and clarifying language about outreach and program awareness, among other changes. The CFP and CAB are recommending that the BOCC adopt the new Resolution C-X-24 for implementation before the 2025 application cycle.</p>
<b>Policy and Regulatory Context</b>	<p>The management of the CFP by Island County is written into code RCW 84.34.240 and previously governed by Resolution C-69-19. Resolution C-X-24 is the draft redline document provided for your review outlining the recommended changes to program governance.</p>
<b>Fiscal Impact</b>	<p>There is no anticipated fiscal impact from these recommended changes.</p>
<b>Recommendation</b>	<p>Adopt and execute the recommended Resolution language for implementation before the 2025 application cycle opens in early 2025.</p>

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

**IN THE MATTER OF REVISING PROCEDURES FOR THE )  
ISLAND COUNTY CONSERVATION FUTURES PROGRAM )**

**RESOLUTION C- -24**

**WHEREAS**, the Board of Island County Commissioners established the Conservation Futures Fund to be used solely for the purpose of acquiring rights and interests in open space land, farm and agricultural land, and timberland as provided in RCW 84.34.210 and 84.34.220 and for the maintenance and operation of any property that has been acquired with these funds; and

**WHEREAS**, the Board of County Commissioners established the Conservation Futures Program to coordinate and evaluate applications for funding from the Conservation Futures Fund; and

**WHEREAS**, the Board of County Commissioners adopted by resolution procedures for the Conservation Futures Program (C-69-19); and

**WHEREAS**, the Board of County Commissioners has identified further improvements to the Conservation Futures Program to increase the Program's effectiveness; and

**WHEREAS**, the Board of County Commissioners wishes to revise procedures for the operation of the Conservation Futures Program; **NOW, THEREFORE**,

**BE IT HEREBY RESOLVED** by the Board of County Commissioners as follows:

1. Resolution C-69-19 is superseded by this resolution.
2. Exhibit A is adopted as the Island County Conservation Futures Program Procedures and evaluation criteria.

ADOPTED \_\_\_\_\_, 2024.

BOARD OF COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

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Jill Johnson, Chair

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Janet St. Clair, Member

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Melanie Bacon, Member

ATTEST:

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Jennifer Roll, Clerk of the Board

**Exhibit A**  
**Conservation Futures Program Resolution C -24**  
**Island County Conservation Futures Program Procedures**

Conservation Futures is a land preservation program that protects, preserves, maintains, improves, restores, and limits the future use of threatened areas of open space, timberlands, wetlands, habitat areas, culturally significant sites, and agricultural farmlands within Island County.

The Washington State Legislature first granted the authority for a Conservation Futures tax levy in 1971 when RCW 84.34 was enacted and later amended in 1988. RCW 84.34.200 declares that the acquisition of interests or rights in real property for the preservation of open spaces and areas constitutes a public purpose for which public funds may properly be expended or advanced. RCW 84.34.230 declares the county may levy any amount not to exceed 6.25 cents per \$1000 of assessed value of all taxable property within the county for the Conservation Futures Fund.

**RCW 84.34.230 Acquisition of open space, etc., land or rights to future development by certain entities - Additional property tax levy authorized.**

Conservation futures are a useful tool for counties to preserve lands of public interest for future generations. Counties are encouraged to use some conservation futures as one tool for salmon preservation purposes. For the purpose of acquiring conservation futures and other rights and interests in real property pursuant to RCW 84.34.210 and 84.34.220, and for maintaining and operating any property acquired with these funds, a county may levy an amount not to exceed six and one-quarter cents per thousand dollars of assessed valuation against the assessed valuation of all taxable property within the county. The limitations in RCW 84.52.043 shall not apply to the tax levy authorized in this section. Any rights or interests in real property acquired under this section after July 24, 2005, must be located within the assessing county. Further, the county must determine if the rights or interests in real property acquired with these funds would reduce the capacity of land suitable for development necessary to accommodate the allocated housing and employment growth, as adopted in the countywide planning policies.

When actions are taken that reduce capacity to accommodate planned growth, the jurisdiction shall adopt reasonable measures to increase the capacity lost by such actions.

The Legislature found that Conservation Futures Funds are a useful tool for counties to preserve land of public interest for future generations and are encouraged to use some conservation futures as one tool for salmon preservation purposes. The Legislature also declared that up to twenty five percent of the Conservation Futures Fund may be used for the maintenance and operation of any property acquired with Conservation Futures Funds.

In 1992 Island County established its Conservation Futures levy and program. Island County's Comprehensive Plan identifies that unique or distinctive lands may be preserved in recognition of the irreplaceable character of such resources and of their importance to the quality of life of residents and visitors to Island County. The Conservation Futures Program is an important source of funding to achieve those goals.

Organizations located within Island County eligible to apply for Conservation Futures Funds are Island County government cities, towns, special purpose districts, non-profit nature conservancy organizations (as defined in RCW 84.34.250), and non-profit historic preservation organizations (as defined in RCW 64.04.130).

## FINDINGS AND DECLARATION OF PURPOSE

The acquisition of property interest as provided by this Resolution and ICC Chapter 3.22 is in the public interest and constitutes a public purpose of Island County. It is the purpose of this Resolution, together with ICC Chapter 3.22, to implement Chapter 84.34 RCW as it relates to Conservation Futures.

It is further the purpose of the Island County Conservation Futures Program to acquire from willing sellers by purchase, gift, grant, bequest, devise, lease, or otherwise, except by eminent domain, the fee simple or any lesser property interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve, restore, or limit the future use of, or otherwise conserve selected open space, wetlands, habitat areas, farm, agricultural, and timber lands for the equitable public access and enjoyment of these lands, and as one tool for salmon preservation and climate resilience purposes.

## MANAGEMENT AND COORDINATION OF THE CONSERVATION FUTURES PROGRAM

The management and coordination of the Conservation Futures Program will be assigned by the Board of County Commissioners to the appropriate County department.

**Property Acquisition Costs.** Appropriate and reasonable property acquisition costs or a portion thereof may be paid by the Island County Conservation Futures Fund.

- Applicants may request funding for property acquisition costs related to surveys, appraisals, closing costs, environmental assessments, and management plans as budgeted parts of their proposed project submission.
- Projects seeking funding to acquire real property interests shall include the creation and adoption of a management/stewardship plan, or similar, if one does not already exist.

**Maintenance and Operation Funding.** Organizations owning real property purchased with Conservation Futures Funds in Island County may apply as part of the Cycle for funds to maintain and operate properties purchased with Conservation Futures Funds. Appropriate property maintenance and operations costs or a portion thereof may be paid by the Island County Conservation Futures Fund.

- The annual allocation for maintenance and operation purposes is limited up to twenty five percent (25%) of the total amount collected from the tax levied under ICC 3.22.020 in the preceding calendar year.
- Conservation Futures funds for maintenance and operation may not be used to supplant existing maintenance and operation funding for the property.
- An allocation for maintenance and operation may fund up to two (2) years activity.

## ESTABLISHMENT OF THE CONSERVATION FUTURES PROGRAM CITIZENS ADVISORY BOARD

To ensure the properties purchased with Conservation Futures tax dollars are used in the best possible manner, the Conservation Futures Program Citizens Advisory Board ("CAB") is created by the Board of County Commissioners to evaluate and make recommendations on project applications, as well as programmatic updates or changes as directed. The Board of County Commissioners shall make all appointments to the committee consistent with the following guidelines:

- The CAB is composed of nine (9) voting members that represent conservation and community planning expertise and technical knowledge. Within the nine (9) voting members, there shall be two (2) members representing each commissioner district and three (3) members representing the county at large.
- Terms for CAB members will be three (3) years from the date of approval by the Board of County Commissioners. Committee members may be re-appointed but shall serve no longer than three terms consecutively unless extended at the request of the Board of County Commissioners.

- CAB members may be removed by a majority of the Commissioners for good cause. The CAB may also recommend removal of a member based on the Program bylaws.
- Membership of the CAB shall be unpaid. Expenses may be reimbursed consistent with Island County policy.
- Technical, non-voting members of the CAB may be appointed for any application cycle by the Board of County Commissioners in order to provide subject matter expertise or special knowledge or experience that would be beneficial in evaluating applications to the Program during a specific application cycle. Applications are regularly reviewed by Departmental staff.
- A quorum of the CAB for the purposes of conducting business shall be a majority of the currently appointed CAB members. If a quorum of the CAB is established at any given meeting, any action taken by a majority or more members at that given meeting shall constitute an advisory recommendation by the CAB to the Board of County Commissioners.
- The members of the CAB shall select a Chair, and a Vice Chair at their first meeting of any application cycle to serve until the end of the application cycle. If neither the Chair nor Vice Chair is able to attend any individual meeting of the CAB, the members present shall select an alternate Chair for that meeting only.
- Each voting member of the CAB shall have one (1) vote on any matter duly before the CAB.

**Conflict of Interest.** Any CAB member employed by or serving as a current board member of an applicant organization that has applied for funding in either the M&O or acquisition category(ies), shall recuse themselves from the CAB evaluation of that category(ies). No Commissioner, CAB member or county employee shall directly or indirectly benefit from or have an ownership or financial interest in any real property acquired or in any way funded by the Program.

**Meetings and Records.** The Program shall reflect Island County's commitment to open and transparent governance. CAB meetings (with the exception of site visits) shall be open to the public and conducted as if subject to the Open Public Meetings Act, Chapter 42.30 RCW.

- Public notice for any CAB meeting to hear applicant presentations shall be in the form of a press release (including date and time of such meeting) sent to local newspapers of general circulation in Island County as well as other public platforms including County websites, social media, etc.
- All records of the CAB unless specifically exempted by State Law, shall be public documents and shall be made available to the public upon request.

**Duties of the Conservation Futures Program Citizens Advisory Board (CAB).** To guide and direct the CAB, the Commissioners assign the following duties to the CAB:

- In each application cycle, the CAB shall hold at least one (1) public meeting to review acquisition applications to the Program and hear applicant presentations,
- More than one public meeting may be needed to consider complex applications or to take public input in meetings on both Whidbey Island and Camano Island when appropriate.
- When making recommendations to the Board of County Commissioners, the CAB should provide, at a minimum, the following:
  1. Written findings and conclusions as to how the applications satisfy the CFF evaluation criteria approved by the Commissioners, and the ranking of each application.
  2. Minutes of the proceedings from the CAB/Applicant public meeting
  3. Any other concerns of the CAB to be considered by the Commissioners.

## APPLICATION EVALUATION CRITERIA

Evaluation criteria are a tool to determine which projects best support the preservation and conservation goals of the County. The evaluation criteria will be applied to all applications in a similar manner. All acquisition applications will be reviewed by the CAB using specific, detailed, and consistent evaluation criteria as adopted by resolution of the Board of County Commissioners.

Evaluation criteria shall remain in effect until amended or superseded by subsequent resolution adopted by the Board of County Commissioners. At least every five (5) years, the Board of County Commissioners shall review and amend, if needed, the Program procedures and evaluation criteria. The review process shall be determined by the Board.

## CONSERVATION FUTURES FUND ANNUAL APPLICATION PROCESS

**Applications.** Island County utilizes a standard process for soliciting and evaluating applications for proposed projects.

- All applications shall, at a minimum, be made in accordance with the application materials provided by the program and set forth how the proposal satisfies the evaluation criteria.
- The Commissioners may accept an out-of-cycle application at their own discretion and designate the timeline to process such an application. Out-of-cycle applications may be evaluated by the CAB and Department staff in a manner similar to the regular evaluation process or other process as determined by the Commissioners.

**Application Evaluation Process.** Each year that the Commissioners accept applications to the Program, the Annual Application Cycle ("Cycle") shall be:

- In the previous December, a press release will be sent to local newspapers of general circulation in Island County, as well as other public forums including County websites, social media, etc., providing information on the Conservation Futures Program and annual application cycle.
- The County shall provide written notice to eligible organizations within Island County, no later than January 15, that applications may be submitted to Island County.
- The application deadline shall be at the close of the business day, March 1. If March 1 falls on a weekend, the application deadline shall be the close of business on the Monday following March 1.
- During the period of March 1 to May 20, submitted applications will be:
  1. Reviewed for completeness by the Program Coordinator. The Program Coordinator may require applicants to provide additional information, or to clarify the application, prior to the application being submitted to the CAB.
  2. Submitted to Island County Planning Department for its review of the proposed acquisition of rights or interest in real property to determine, as required by RCW 84.34.230, whether the acquisition would reduce the capacity of land suitable for development necessary to accommodate the allocated housing and employment growth, as adopted in the countywide planning policies. The Planning Department shall submit a written report with its analysis and conclusions to the Program Coordinator no later than April 25.
  3. Evaluation reports submitted by Planning and other County Departments will be distributed to the CAB and included in the final recommendation packet presented to the Board of County Commissioners.
- During the above review period, the CAB will conduct any property site visits that are needed prior to the applicant presentation public CAB meetings. These meetings will be conducted between April 5 and April 15. The Board Commissioners will receive a preliminary introduction to the applications between April 15 and April 30.

- The CAB shall meet to evaluate acquisition project applications typically during the first weeks of May. The CAB shall forward its recommendations to the Board Commissioners for consideration no later than May 20.

## BOARD OF COUNTY COMMISSIONERS' PUBLIC MEETING

Following receipt of the annual CAB recommendations, the Board of County Commissioners will hold a public meeting to consider the CAB's recommendations and take public comments on such recommendations. At the public meeting, each applicant whose project is recommended by the CAB for award of funding will be given the opportunity to make a brief presentation about its application. No later than 60 days following the public meeting, the Board of County Commissioners shall consider the allocation of funding for real property acquisition projects. The Board of County Commissioners may, at its sole discretion, reject any application or proposed project.

## IMPLEMENTATION

Applicants will be informed by program staff of all recommendations adopted by the Board of County Commissioners. Organizations with approved projects will be required to enter into a contract between itself and Island County which outlines the terms and conditions of expending Conservation Futures awards. Projects shall be complete within two (2) years from the date of contract execution by the County. The Board of County Commissioners may extend the term of the contract at its discretion.

- To secure an extension, an organization should send a written request to the County's Program Coordinator, at least thirty (30) days prior to the end of the contract period.
- The Program Coordinator will notify the organization of the Board of County Commissioners decision within thirty (30) days of receipt of the request, or as soon thereafter as practicable.

**Interim Progress Reports.** The organization is required to submit Interim Progress Reports (no later than January 15 for the previous year) for their approved project that documents project status including related financial information as specified in the contract for project funding. Delays in the schedule from the original application shall be identified with possible solutions to completing project as proposed.

**Final Report.** A Final Project Report shall be submitted within sixty (60) days of project completion. This report shall describe the completed project (including maps, GIS coordinates and photographs), briefly discuss how the completed project benefits the citizens of Island County and a final accounting of all revenues and expenditures.

## ADMINISTRATION

The department designated to coordinate the Conservation Futures Program shall:

- Administer the application process according to the adopted policy and procedures.
- Monitor the financial performance of the Conservation Futures Fund and promptly inform the Board of Island County Commissioners of any matters requiring its attention.
- Maintain Conservation Futures Program information on the County's website.
- Prepare an annual Conservation Futures Program budget submittal as part of the overall county budget.
- Prepare and submit to the Board of Island County Commissioners an annual program report (ICC 3.22.060) no later than Oct 1. This report will include:
  1. Conservation Futures Fund financial performance.
  2. Summary of completed projects and projects still ongoing during the reporting period.
  3. Summary of data and statistics reported by each grantee and project financed in whole or in part with Conservation Futures funds.
  4. Relevant updates regarding the administration and analysis of historical program data including acres protected by conservation easements and acres acquired by the County

**ECOLOGICAL SYSTEMS:**

- A. Biological Function:
  - a. Protect, conserve, enhance or restore a species, habitat, resilience or community with special status
  - b. Reduce or eliminate the threat of invasive species
  - c. Long-term viability
  - d. Undisturbed soils that support mycorrhizal networks
- B. Environment:
  - a. Provide connectivity to and/or enhancement of other protected lands or/ water bodies.
  - b. Restoration of degraded environments
  - c. Significance to larger ecosystems locally, regionally, or statewide
  - d. Reduce or eliminate ecological threat
- C. Resources:
  - a. Protect groundwater resources
  - b. Prevent reduce or mitigate surface water discharge or flooding risk
  - c. Reduce, remove, or eliminate significant hazard to resources
- D. Human well-being and health:
  - a. Improve air quality or create a fire buffer
  - b. Provide lasting connections to nature, especially in proximity to underserved communities
  - c. Provide equitable and open public access to low-impact recreation such as walking trails, wildlife viewing areas and/or the protection of scenic views
  - d. Provide approaches to stewardship that enhance well-being and support equity in delivering value to all communities
  - e. Provide access to natural environments and programs that offer culturally appropriate exposure and education for all age categories, including traditionally underserved populations about ecosystems and natural food sources
  - f. Easy to reach by walking, human-powered transport, or public transit and/or applicant-supplied transport
  - g. Create or currently have ADA access to all or a portion of the project

E. Climate Resilience and adaptation to climate-related stressors:

- a. Carbon sequestration and ecosystem processes that moderate climate phenomena
- b. Support reductions in transportation to site
- c. Strategies that account for attempts to reduce future risks, costs and losses associated with climate-related damage

**AGRICULTURE:**

- A. Quality and condition of soils
- B. Resource suitability for current and long-term production and income
- C. Site's significance of agricultural resources on a local, regional, or statewide scale
- D. Contribution to local and regional food security

**FORESTRY:**

- A. Timberland quality and condition
- B. Suitability for current and long-term timber production and income
- C. Significance of timber resources on a local, regional, or statewide scale
- D. Stewardship or management plan
- E. Natural food source or part of a supply chain

**ALIGNMENT AND LEVERAGE:**

- A. Priority in a local adopted plan for conservation, climate resilience, public access
- B. Partners (collaborators, organizations, citizens) involved or that derive benefit (not simply a letter of support)
- C. Acquisition cost efficiencies and financial strategy (including matching funds) to leverage CFF funds

**RISKS OF NOT FUNDING:**

- A. Immediacy of loss of conservation, cultural significance, food source, supply chain, equity and/or climate resilience
- B. Unique or time-limited opportunity with landowner

**STEWARDSHIP, MANAGEMENT & MAINTENANCE:**

- A. Stewardship and/or management plan that includes land condition, landowner's goals, and strategies.
- B. Long-term costs of maintenance and capital improvements.
- C. Strategy for managing future costs, liability, and risk.
- D. Description of structures and O&M plans, for any occupied or unoccupied structures.



## 2025 CFP Project Application

Project application for Conservation Futures Fund Program

### Applicant/Owner Information:

**Project Name:**

**Organization:**

**Address:**

Address Line 1

City

State

Zip Code

**Email:**

**Phone**

**TIN/EIN:**

### Owner Information if different from Applicant

**Name:**

First

Last

**Organization:**

**Address:**

Address Line 1

City

State

Zip Code

**Phone:**

**Email**

## Property Information

**Property Title/Name:**

**Parcel Number(s):**

**Include a map depicting the boundary lines of the proposed project. You can create a link to the description, attach a document or write the description.**

*Link*

*Upload File*

**Provide an overall description of the proposed project and the rationale for acquiring Conservation Futures funds. This response should be between a paragraph and a full page of text. You can create a link, attach a document or write the description.**

*Link*

*Upload File*

*Written Description*

**Project Team**

Please provide a Primary Project Contact person and appropriate contact details.

**Please provide a Primary Project Contact person and appropriate contact details.**

**Team List:**

**Outside Project Partners or Collaborators:**

**Please provide a list of partners or collaborators not listed above.**

# Project Evaluation Criteria

**1. Ecological Systems: Provide details about your project's significance in the following areas that apply:**

- A. Biological function
  - a. Protect, conserve, enhance, or restore a species or community with special status.
  - b. Provide important habitat for any specific species (i.e., salmonids).
  - c. Provide or enhance species function, quality, or resilience.
  - d. Reduce or eliminate the threat of invasive species.
  - e. Can this project be reasonably managed and with this management retain long-term viability?
- f. Does this project have undisturbed non-ag soils that support mycorrhizal networks and insect life, if so what percent of the total project do these soils represent?

B. Environment

- a. Provide connectivity to and/or enhancement of other protected lands and water bodies. Include the name and size (in acres) of the connected property or water body.
- b. Enable or support restoration of degraded environments.
- c. Significance of the site's habitat to the larger ecosystem: locally, regionally, or statewide.
- d. Reduce or eliminate a threat to ecological integrity or a developing ecological threat.

C. Resources

- a. Protect groundwater resources such as aquifer recharge or reduce the risk of seawater intrusion into drinking water.
- b. Prevent, reduce, or mitigate surface water discharge or flooding risk.
- c. Reduce, remove, or eliminate a significant hazard or liability to resources.

D. Human well-being and health

- a. Improve air quality or create a fire buffer.
- b. Provide lasting connections to nature, especially in proximity to underserved communities.
- c. Provide equitable and open public access to low impact recreation such as walking trails, wildlife viewing areas and/or the protection of scenic views.
- d. Provide approaches to stewardship that enhance well-being and support equity in delivering value to all communities.
- e. Provide access to natural environments and programs that offer culturally appropriate exposure and education for all age categories, including traditionally underserved populations about ecosystems and natural food sources.
- f. Is this project easy to reach by walking, human-powered transport, or public transit to the site?
- g. Does this project create or currently have ADA (Americans with Disabilities Act) access to all or portion of the project? Please describe the percentage of the project that is ADA accessible.

E. Climate resilience and adaptation to climate related stressors

- a. Provide carbon sequestration and ecosystem processes that moderate climate phenomena such as shading and cooling to reduce heat-islands, water and air purification, erosions and flood control, carbon storage and other climate regulation processes.
- b. Support reductions in transportation-related carbon emissions with project locations that are easy to reach by walking, human-powered transport, or public transit to the site.
- c. Describe any strategies that account for and attempt to reduce future risk, costs and losses associated to climate related damage.

**2. Agriculture: If this property qualifies as a working farm or agricultural property, describe the following that apply.**

- A. The quality and condition of the agricultural soils.
- B. The resource suitability for current and long-term production, and existing and future agricultural income.
- C. The site's significance of agricultural resources on a local, regional, or statewide scale.
- D. Describe the property's contribution to local and regional food security.

**3. Forestry: If this property qualifies as a working forest or a stewardship forest, describe the following that apply.**

- A. Timberland quality and condition.
  - a) Capability for sequestration of atmospheric carbon.
- B. Suitability for current and long-term timber production, and existing and future timber income.

- C. The site's significance of timber resources on a local-, regional-, or statewide scale.
- D. If a stewardship forest, what is the phase of your stewardship plan?
- E. If a working forest, what is the phase of your management plan?
- F. Can this project be a natural food source or part of a supply chain?

**4. Alignment and Leverage: The following elements address how the proposal is aligned with other entities and how they are leveraged. Describe any that apply.**

- A. Local priority: If the property is identified as a priority in a local jurisdiction's adopted plan(s) for conservation, climate resilience/adaptation, and/or appropriate public access, describe the relationship between this project and the local adopted plan.
- B. Partnerships: Provide documentation of how partners, collaborators, other organizations, and/or citizens are involved in this project or derive benefit from this project. Documentation can be letters of support but may not be simply a declaration of agreement with the project. You can create a link to documents, or attach documents.
- C. Describe acquisition cost efficiencies and your financial strategy (including matching contributions) to leverage the use of funds.

*Written Documentation*

[Link](#)  
[Upload File](#)

**5. Risks of not funding: The following elements address the risks associated with the project not receiving funding support. Describe any that apply.**

- A. Describe the immediacy and magnitude of potential loss of areas identified as having long-term rural significance or land suitable for conservation, cultural significance, food source, supply chain, equity,

and/or climate resilience/adaptation if this project is not protected/funded

B. Describe the immediacy regarding the acquisition of this property. Is this a unique opportunity/limited-time offer with the landowner? Is there leveraged funding at this time?

**6. Stewardship, management, and maintenance needs. Describe any that apply.**

A. Identify stewardship needs for this project and how they will be addressed, restored, and enhanced with an appropriate management or stewardship plan. If your plan is not yet developed include information regarding your funding request for either plan. An appropriate management/stewardship plan should include the land condition, landowner's goals, and outline strategies to achieve those goals.

B. Identify long-term costs of maintenance and capital improvements (if any) and how these will be adequately addressed.

C. Describe your strategy for managing future costs, liability, and risk issues (for example, acquisition of minimum controlling interest).

D. Are there any buildings or structures on the property? If yes, please describe the structures, and identify whether these structures are occupied.

a) What are the current and future plans for these structures?

b) What is the percentage of your O&M costs attributed to these structures?

## Property Budget

Category	CFF Fund Request \$	Alternate Source \$	Total Aquisition \$
Purchase Amount			\$0.00

<b>Appraisal Amount</b>	<input type="text"/>	<input type="text"/>	\$0.00
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<b>Other Costs</b>	<input type="text"/>	<input type="text"/>	\$0.00
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**List other costs:**

--

<b>Total Costs:</b>	\$0.00	\$0.00	\$0.00
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## 2025 CFP M&O Application

Project application for Conservation Futures Fund Program

### Applicant/Owner/Departmental Information:

**Applicant/Department Name:**

**Address:**

Address Line 1

City

State

Zip Code

**Contact Name:**

**Contact Title:**

**Email:**

**Phone**

**Property Owner Name:**

**What is the ownership structure of the property? If other please explain:**

Fee simple public ownership       Public trail only

Fee simple ownership with a CE by another owner       Public deed of right only

Public CE only       Other

CE = Conservation Easement

**Total acres of property:**

**Acres affected by this project and percentage of total property:**

**Property Address:**

Address Line 1

City

State

Zip Code

## Property Information

**Property Title/Name:**

**Parcel Number(s):**

**Include a map depicting the boundary lines of the proposed project. You can create a link to the description, attach a document or write the description.**

*Link*

*Upload File*

**Provide an short description of the proposed project and the rationale for acquiring Conservation Futures funds. This response should be a couple of paragraphs. You can create a link, attach a document OR write the description - you need not provide all three unless all three are needed.**

*Link*

*Upload File*

*Written Description*

**Timeframe for project funds: 1 yr or 2 yr**

**Outside Project Partners or Collaborators:**

## Project Evaluation Criteria

**1. Ecological Systems:**

A. Biological function:

**Does this project improve the biological function of the property?**

Yes

**If yes, to the above write a short description of how it improves biological function:**

B. Environment:

**Does this project aid in the restoration of degraded environments or eliminate ecological threats?**

Yes

**If yes to the above, please write a short description how this is accomplished:**

C. Resources:

**Does this project protect groundwater resources?**

Yes

**Does this project mitigate surface water discharge or flooding risk?**

Yes

**Does this project reduce, remove, or eliminate significant hazards to resources?**

Yes

**Is this project part of an existing or developing stewardship, O&M, or management plan? How does this project impact that plan?**

Yes

**Is this project supported by one or more federal, state, regional or local plans?**

Yes

**If you said yes to any of the above, please briefly provide a description:**

D. Human well-being and health:

**Does this project improve or increase the property's public access?**

Yes

**Does this project create a more positive public experience?**

Yes

**Does this project improve air quality or create a fire buffer?**

Yes

**Does this project improve or protect scenic views?**

Yes

**Does this project create, repair, expand or improve ADA access to all or a portion of the property?**

Yes

**Does this project reduce motorized, provide, or aid in transportation to the property?**

Yes

**Does this project protect, maintain, improve, or provide new infrastructure vital to the property within the context of the CFF purpose?**

Yes

**If you checked yes to any of the above, please provide a brief description:**

E. Climate resilience and adaptation to climate related stressors:

**Does this project aid in carbon sequestration and ecosystem processes that moderate climate phenomena?**

Yes

**Will this project reduce risks, costs, and losses associated with climate-related damage?**

Yes

**If you checked yes to any of the above, please provide a short description:**

2. Agriculture: If this property qualifies as a working farm or agricultural property:

**Does this project improve the quality and condition of the soils?**

Yes

**Does this project contribute to local and/or regional food security**

Yes

**If you checked yes to any of the above, please provide a brief description:**

3. Forestry: If this property qualifies as a working forest or a stewardship forest, describe the following that apply.

**Does this project improve the timberland quality and condition?**

Yes

**4. Alignment and Leverage: The following elements address how the project is aligned with other entities and how they are leveraged.**

**Does this project have matching funds?**

Yes

**Is there immediacy of loss of conservation, cultural significance, food source, supply chain, equity and/or climate resilience if this funding is not obtained?**

Yes

**Is there a unique or time-limited opportunity associated with this property?**

Yes

**Is there a strategy for managing future costs, liability and risk?**

Yes

*Written Documentation*

*Link*

*Upload File*

**5. Risks of not funding: The following elements address the risks associated with the project not receiving funding support. Describe any that apply.**

A. Describe the immediacy and magnitude of potential loss of areas identified as having long-term rural significance or land suitable for conservation, cultural significance, food source, supply chain, equity, and/or climate resilience/adaptation if this project is not protected/funded

B. Describe the immediacy regarding the acquisition of this property. Is this a unique opportunity/limited-time offer with the landowner? Is there leveraged funding at this time?

**6. Stewardship, management, and maintenance needs. Describe any that apply.**

A. Identify stewardship needs for this project and how they will be addressed, restored, and enhanced with an appropriate management or stewardship plan. If your plan is not yet developed include information regarding your funding request for either plan. An appropriate management/stewardship plan should include the land condition, landowner's goals, and outline strategies to achieve those goals.

B. Identify long-term costs of maintenance and capital improvements (if any) and how these will be adequately addressed.

C. Describe your strategy for managing future costs, liability, and risk issues (for example, acquisition of minimum controlling interest).

D. Are there any buildings or structures on the property? If yes, please describe the structures, and identify whether these structures are occupied.

a) What are the current and future plans for these structures?

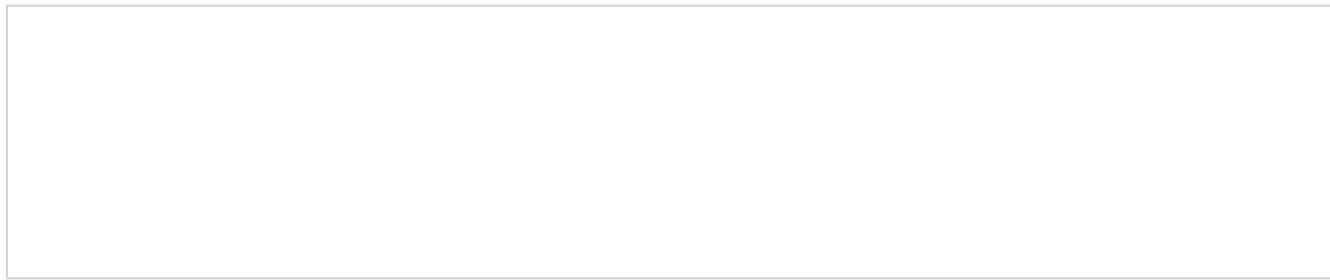
b) What is the percentage of your O&M costs attributed to these structures?

Category	CFF Fund Request \$	Alternate Source \$	Total Aquisition \$
Purchase Amount	<input type="text"/>	<input type="text"/>	\$0.00
Appraisal Amount	<input type="text"/>	<input type="text"/>	\$0.00
Other Costs	<input type="text"/>	<input type="text"/>	\$0.00

## Property Budget

Category	CFF Fund Request \$	Alternate Source \$	Total Aquisition \$
Purchase Amount	<input type="text"/>	<input type="text"/>	\$0.00
Appraisal Amount	<input type="text"/>	<input type="text"/>	\$0.00
Other Costs	<input type="text"/>	<input type="text"/>	\$0.00

**List other costs:**



***Total Costs:***      \$0.00      \$0.00      \$0.00

## **Consolidated Contract with WA State Dept of Health Subcontract for Wastewater Proviso Statement of Work**

### **- Executive Summary - BOCC Work Session**

<b>Summary</b>	Consolidated Contract CLH31012 Amendment No. 16 with Washington State Department of Health added statements of work for the Wastewater Treatment Solutions Proviso to study innovative technologies that can serve as alternatives to single-family on-site systems in unincorporated Island County to support affordable housing. After a competitive bidding process, Island County selected Biohabitats for comprehensive project management, including research into regulations, legislative barriers, and innovative technologies. Biohabitats will lead public engagement and develop a comprehensive project report and legislative proposal to support solutions, building on the prior project phase.
<b>Policy Context, Community Impact, and Outcomes</b>	<ul style="list-style-type: none"><li>• Aligns with the priority of supporting sustainable development and improving supportive housing opportunities in unincorporated Island County by developing innovative alternatives to single family on-site septic systems. The contractor will identify solutions, existing barriers, and develop a comprehensive report that will be shared with community members and stakeholders to guide sewage infrastructure improvement.</li><li>• Aging single family on-site infrastructure impacts habitat health and water quality, and proactively identifying solutions lays the groundwork for long-term resiliency. The project will outline innovative approaches and technologies to advance equity and climate resiliency.</li><li>• The contractor will take an inclusive approach by collaborating with local agencies, stakeholders, and community members, implementing collaborative design practices.</li></ul>
<b>Fiscal Impact</b>	Amendment 16 provided funding for the Wastewater Treatment Solutions Proviso, which was an amount included in the 2024 Public Health Budget. 147,691 will be sub-contracted through the attached contract to support project management.
<b>Recommendations</b>	Accept sub-contract based on factors outlined in this Executive Summary.



## Island County Public Health

*Shawn Morris, ND – Public Health Director*

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

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

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

August 1, 2024

Biohabitats

Attn: James Way and Pete Munoz

[PMunoz@biohabitats.com](mailto:PMunoz@biohabitats.com)

Dear Mr. Way and Mr. Munoz,

Thank you for your project submission. On behalf of Island County, we are pleased to accept your proposal to complete the study of innovative wastewater solutions to support affordable housing and climate resiliency in unincorporated Island County. Our team looks forward to working with you on this important project. Please see the attached draft contract for your review, and please let us know if you have any changes. Key details of the award include the following:

1. Contract Amount: 147,691
2. Contract Duration: September 1, 2024 – June 30, 2025
3. Scope of Work: Per Contract
4. Terms and Conditions: Per Contract

Our next steps involve moving the contract through our Board review process, which we will schedule as soon as possible. We can have the contract review process complete by the end of the month of August to begin project work in early September. Please reach out with any questions, and we look forward to working with you! The best point of contact for contracting questions is our Office Lead, Melissa Overbury-Howland, who can be reached at [M.Overbury-Howland@islandcountywa.gov](mailto:M.Overbury-Howland@islandcountywa.gov).

Sincerely,

Shawn Morris

Island County Public Health Director

## INTERAGENCY AGREEMENT BETWEEN ISLAND COUNTY AND BIOHABITATS

1. PURPOSE: The purpose of this agreement is to contract with a qualified firm to conduct research, engage the public, and collect data to inform an analysis for innovative sewage solutions to support affordable housing in unincorporated Island County. Specifically, Island County is seeking a comprehensive understanding of innovative alternatives to single-family on-site septic systems, with a focus on alternative options that support affordable housing developments and advance environmental health equity for rural communities. The comprehensive project analysis and report will outline legislative barriers, financial barriers, and other obstacles to implementing innovative solutions, and include case study examples of specific technologies in practice.

### 2. RESPONSIBILITIES:

Island County will:

- A. Regularly engage with contractor to define project parameters, charter, and scope.
- B. Facilitate engagement with community partners, elected officials, and other stakeholders.
- C. Support alignment with County planning and policy activities.
- D. Support report dissemination with community members and stakeholders via social media, community meetings, newsletters, and other approaches.
- E. Fund the services to complete the Scope of Work as defined in the original proposal for the agreed amount of \$147,691. If any scope of work changes or additional invoicing are submitted by Biohabitats such changes or invoices must be pre-approved in writing by Island County and the total payment, including work for the original proposal, shall not exceed \$147,691.

BIOHABITATS will:

- A. Develop a comprehensive project timeline and a finance plan to ensure cost-effectiveness and adherence with financial requirements. Oversee all aspects of the project while closely coordinating with Island County Public Health, including facilitating research, data collection, analysis, coordination, outreach, and completion of a comprehensive summary report that includes regulatory and legislative recommendations.
- B. Engage in thorough research and analysis activities to include the following:
  - a. Analysis of existing approaches to wastewater treatment, with a focus on strategic areas identified through review of climate, equity, and critical areas data to develop a gap analysis.
  - b. Summarize and organize information of organizations involved in wastewater treatment, climate adaptation, and supportive housing development in unincorporated parts of Island County.
  - c. Review of innovative technologies, including researching innovative and emerging technologies that may benefit rural communities, including utilizing specific case study examples developed in the prior project phase. Review wastewater infrastructure strategies used or under development at the regional, statewide,

national, and global scale. Research regulatory, financial, and legislative barriers and opportunities.

- C. Coordinate with stakeholders involved in wastewater management for unincorporated Island County, including development of engagement sessions with the following stakeholders. Coordination involves communication with Island County Public Health leadership regarding project status, barriers, and needs.
- D. Conduct outreach regarding septic solutions for affordable housing and the housing continuum. Convene and summarize input from select leaders (regulators, industry, housing) on potential approaches and strategies for alternative septic solutions in unincorporated Island County.
- E. Review of existing health and development codes and applicable regulations:
  - a. Health code chapter 8. Review use charts from Planning department. Review relevant elements of published Comprehensive Plan for Island County; Island County critical areas ordinance chapter 17.02 B, Use tables in chapter 17.03, And Shoreline Master program 17.05 A; RCW 84.14.010 and RCW 70A.105; Review of International Building Code 2021.
- F. Comply with all applicable federal and state requirements that govern this agreement.
- G. Coordinate with State Department of Health and Island County departments involved in climate adaptation, wastewater treatment permitting, and supportive housing, including Island County Public Health, Human Services, and Planning department.
- H. Create a comprehensive study report outlining alternative, scalable solutions to septic and sewer and emergent technology to provide wastewater treatment services in the unincorporated parts of Island County. The report will include the following:
  - a. Outline of project strategy
  - b. Research summary
  - c. Policy implications and recommendations
  - d. Evidence based conclusions describing proposed solutions, including how proposed solutions are protective of public and environmental health
  - e. Implementation recommendations, including regulatory changes, funding proposal, legislative proposal.
  - f. Review the draft report with Island County Public Health and the Board of Health to produce a published-ready report.
  - g. Develop a companion PowerPoint presentation that outlines the key findings and recommendations from the report.

3. **TERM OF AGREEMENT:** The start date of this agreement is September 1st, 2024, therefore the start date of this agreement has been established as of that date, and shall be in effect through June 30<sup>th</sup>, 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 representatives include the following:

For contract administration and invoicing:

Melissa Overbury-Howland – [M.OverburyHowland@islandcountywa.gov](mailto:M.OverburyHowland@islandcountywa.gov)

For project management:

Heather Kortuem – [H.Kortuem@islandcountywa.gov](mailto:H.Kortuem@islandcountywa.gov)

Shawn Morris – [S.MorrisND@islandcountywa.gov](mailto:S.MorrisND@islandcountywa.gov)

Island County Public Health

1 NE 6th ST, Coupeville WA 98239

(360) 914-0837

THE BIOHABITATS representative(s) shall be:

Adam Feuerstein - [AFeuerstein@biohabitats.com](mailto:AFeuerstein@biohabitats.com)

Biohabitats

2081 Clipper Park Road, Baltimore, MD 21211

(802) 598-2372

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.
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:** BIOHABITATS 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:**

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Jill Johnson, Chair  
Board of Island

Date

**BIOHABITATS:**

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Name, Title/Role

Date

## Exhibit A

### I. INDEMNIFICATION

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

BIOHABITATS expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to BIOHABITATS or any subcontractor’s negligent performance or failure to perform the agreement. BIOHABITATS obligation to indemnify, defend, and hold harmless Island County shall be reduced proportionally to the extent Claim was due to any actual or alleged concurrent negligence of Island County or its agents, agencies, employees, and officials.

BIOHABITAT's defense obligation shall not extend to professional liability claims; however, the Biohabitats shall reimburse Island County for reasonable attorneys' fees and legal costs to the extent such claims are caused by the Biohabitats' negligent acts, errors, or omissions.

### II. INSURANCE

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

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

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

*Shawn Morris, ND - Director*

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

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

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

August 23, 2024

From: Howard Leibrand, Island County Health Officer

To: **Safeway #402**

1450 SW Erie Street  
Oak Harbor, WA 98277

**Safeway**

251 Little Falls Dr  
Wilmington, DE 19808

## HEALTH OFFICER ORDER OF ABATEMENT

Deferred maintenance to the facility roof has resulted in unsanitary conditions which represent a public health nuisance and may cause symptoms in those with pre-existing sensitivities to air quality.

On July 27<sup>th</sup>, Island County Public Health (ICPH) began receiving complaints regarding foul odors emanating from the vicinity of the Safeway building. Calls and site visits were made by Food Safety program staff on August 1<sup>st</sup>, 19<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, and 23<sup>rd</sup>. Conditions were observed by inspectors on the roof on August 1<sup>st</sup> and August 19<sup>th</sup>. Photographs were taken both times. No evidence of attempted correction was found. On August 22<sup>nd</sup>, the cook-line was shut down by Island County Public Health to prevent excess make-up air from being drawn into the store from the roof.

The following items shall be dealt with expediently to assure Public Health protection. Follow-up inspections will be performed by ICPH staff. **Licenses issued by this office may be suspended should the work not be completed, per ICC 8.01.090(A).**

**Within 10 days**, have the roof cleaned by a professional abatement company. Remove all dead birds, accumulated fecal matter, nesting materials and other detritus. Ensure roof drains are cleared of debris and draining adequately.

**Within 30 days**, install deterrent method(s), as approved by the US Fish and Wildlife Service, to make the rooftop less accommodating to the gulls.

**Meet all required timelines of food establishment inspection ID 680, inspector's comments.**



## ISLAND COUNTY PUBLIC WORKS

### WORK SESSION AGENDA

MEETING DATE: 9/18/2024

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To: **Jill Johnson, Chair**  
Board of Island County Commissioners  
From: **Fred Snoderly, Director**

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

**DIVISION: Solid Waste**

**Agenda Item No.: 1**

**Subject: Moderate Risk Waste Management**

**Description:** Recommendation to extend the current Cooperative Agreement with Pacific Northwest Communities, LLC to allow residents of Naval Air Station Whidbey Island continued use of the County's established household hazardous waste facilities for an additional four years.

**Attachment:** **Memorandum, Draft First Extension, Cooperative Agreement, 2022 Annual Invoice for Services**

**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*

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1 NE 7<sup>th</sup> Street, Coupeville, WA 98239 | [www.islandcountywa.gov](http://www.islandcountywa.gov)

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

Email: [F.Snoderly@islandcountywa.gov](mailto:F.Snoderly@islandcountywa.gov) | [J.Sylvester@islandcountywa.gov](mailto:J.Sylvester@islandcountywa.gov)

## M E M O R A N D U M

September 18, 2024

TO: Board of Island County Commissioners

FROM: James Sylvester, Assistant Public Works Director

RE: **NASWI Moderate Risk Waste Cooperative Agreement**

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Island County Moderate Risk Waste services are primarily funded by the solid waste tipping fee. Because Naval Air Station Whidbey Island (NASWI) manages its own solid waste, and therefore does not contribute to Island County solid waste services through payment of tipping fees, a Cooperative Agreement has been in place, since 1992, to allow NASWI residents to utilize Island County household hazardous waste services, for an annual fee. The fee is calculated based on a percentage of total program costs multiplied by a ratio of base population to Island County population.

The Cooperative Agreement allows for a four year extension of the agreement. It is recommended that the agreement be extended as allowed for four years. A draft amendment to the agreement is attached.

**FIRST EXTENSION  
COOPERATIVE AGREEMENT  
MODERATE RISK WASTE MANAGEMENT  
PACIFIC NORTHWEST COMMUNITIES AND ISLAND COUNTY, WA**

**1. AGREEMENT**

This Agreement is by and between Island County, a political subdivision of the state of Washington (“County”) and Pacific Northwest Communities, LLC (“PNC”). The County and PNC are each a Party, and collectively, the Parties to this Extension. The Parties agree as follows:

**3. CONTRACT EXTENSION**

The County and PNC are Parties to the Agreement regarding Cooperative Moderate Risk Waste Management (November 20, 2018). The purpose of the Cooperative Agreement is to provide Pacific Northwest Communities, LLC and the residents of Naval Air Station Whidbey Island use of the County’s established household hazardous waste facilities. As per Section 6 of the Cooperative Agreement, the duration of the agreement may be extended, by mutual agreement, until December 31, 2027.

**4. AUTHORIZATION AND EFFECTIVE DATE**

Each Party hereby agrees to extend the Cooperative Agreement through December 31, 2027 and that its representative, below shown, is authorized to execute this extension.

PACIFIC NORTHWEST COMMUNITIES, LLC

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Jill Johnson, Chair

ATTEST:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ISLAND COUNTY AND PACIFIC NORTHWEST COMMUNITIES, LLC.**  
**COOPERATIVE MODERATE RISK WASTE MANAGEMENT AGREEMENT**

**1. PURPOSE**

Pursuant to Chapter 70.95 RCW, Island County has prepared a Comprehensive Solid Waste Management Plan which has been approved by the Washington State Department of Ecology and adopted by the Board of Island County Commissioners. Island County also developed a Moderate-Risk Waste Management Plan in accordance with Chapter 70.105 RCW. The purpose of the Cooperative Agreement is to provide Pacific Northwest Communities, LLC and the residents of Naval Air Station Whidbey Island use of the County's established household hazardous waste facilities.

**2. DEFINITIONS**

The following definitions apply to this agreement:

- 2.1 "Comprehensive Solid Waste Management Plan" or "Comprehensive Plan" means the Island County Comprehensive Solid Waste Management Plan, as adopted by Island County on December 27, 1990, amended in December 2000, February 2008 and September 2014, and as amended thereafter.
- 2.2 "Cooperative Agreement" means this Cooperative Agreement regarding solid waste management.
- 2.3 "County" means Island County, Washington.
- 2.4 "County System" means all facilities for household hazardous waste owned, operated, or contracted for by Island County and all administrative activities related thereto.
- 2.5 "Household Hazardous Waste" means any discarded household product that contains hazardous substances. Hazardous substances include any liquid, solid, or contained gas generated within a household that possess any characteristics of a hazardous or dangerous waste under state or federal regulations.
- 2.6 "Person" means an individual, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.
- 2.7 "Navy Family Housing" means family residences owned, operated and maintained by Pacific Northwest Communities, LLC in Island County. It does not include the Naval Air Station Whidbey Island Bachelor Enlisted Quarters or Bachelor Officer Quarters.

2.8 "Pacific Northwest Communities, LLC," abbreviated "PNC," means the business entity engaged by the United States Navy that manages, operates, maintains and constructs family housing quarters for Naval Air Station Whidbey Island and other Naval housing in the Puget Sound area.

### **3. RESPONSIBILITIES**

By this cooperative agreement, military personnel and their dependents who reside in PNC Navy Family Housing at Naval Air Station Whidbey Island may deliver household hazardous waste to the County collection points in the same manner as any other County resident, and the County shall be responsible for acceptance and disposal of this household hazardous waste.

### **4. DESIGNATION OF COUNTY SYSTEM FOR HOUSEHOLD HAZARDOUS WASTE DISPOSAL**

By this agreement, PNC hereby designates the County System for disposal of Household Hazardous Waste generated by residents of PNC at Naval Air Station Whidbey Island. This designation shall continue in full force and effect until December 31, 2023.

### **5. MANNER OF FINANCING AND BUDGETING**

Recognizing that County residents not residing in government quarters pay fees for disposal of household hazardous waste, PNC agrees to pay to the County a proportional cost of operation for the County's Household Hazardous Waste Program. This proportion is agreed to be the ratio of PNC Navy Family Housing residents to total County population on October 1 of each year, which proportion shall apply to the following calendar year when PNC is to pay County. Nothing in this agreement shall be construed to require PNC to obligate funds in any fiscal year in contravention of the Anti-Deficiency Act, 31 U.S.C. 1341. It is further understood that should PNC not fund a proportionate cost for the County's Household Hazardous Waste Program, this program may not be available to PNC Navy Family Housing residents in on-base housing at Naval Air Station Whidbey Island.

### **6. DURATION**

This cooperative agreement shall remain in full force from the date of execution through December 31, 2023 with provision for written extensions upon mutual agreement of the parties up to four additional years unless terminated as described in paragraph 8.

### **7. NO SEPARATE LEGAL OR ADMINISTRATIVE AGENCY / ADMINISTRATION / HANDLING OF PROPERTY**

7.1 No separate legal or administrative agency is created by this agreement.

7.2 Administration of this agreement shall be by:

Island County DPW Solid Waste Manager  
P.O. Box 5000  
Coupeville, WA 98239-5000

And

Pacific Northwest Communities, LLC  
2205 Egret Drive  
Oak Harbor, WA 98277

7.3 No personal or real property will be jointly acquired. Each party will be responsible for acquiring, holding, and disposing of property, real and/or personal, to carry out the terms of this agreement.

#### 8. REVISION, AMENDMENT, SUPPLEMENTATION OR TERMINATION

The parties shall review this Cooperative Agreement after five years. At that time the terms of the agreement may be revised, amended, or supplemented upon agreement by both parties. No revision, amendment, or supplementation shall be adopted or put into effect if it impairs any contractual obligation of the County. This agreement may be terminated prior to the expiration date by either party upon 30 days written notice to the other party.

#### 9. MISCELLANEOUS

9.1 No waiver by either party of any term or condition of this agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this agreement.

9.2 No other Person or entity shall be entitled to be treated as a third party beneficiary of this agreement.

9.3 The effective date of this agreement is the date the last agreeing party affixes its signature.

9.4 Each party shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed or not performed, while acting in good faith within the scope of this agreement.

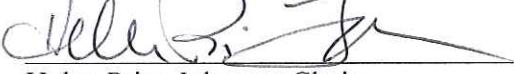
9.5 Each party agrees to indemnify and hold harmless the other, to the extent permitted by Federal and Washington State law, for any cause of action, sanction, or penalty arising from improperly disposing of hazardous waste in the other's Transfer Station as agreed upon in Paragraph 3 herein.



Gregory Raap  
Regional Vice President  
Pacific Northwest Communities, LLC  
Poulsbo, Washington

Date: 9/14/18

Board of Island County Commissioners



Helen Price Johnson, Chair

Date: 11/20/18

**ISLAND COUNTY DEPARTMENT OF PUBLIC WORKS**  
**1 NE 7<sup>th</sup> STREET, COUPEVILLE, WA 98239**  
**INVOICE - MRW FEES for Calendar Year 2022**

DATE: December 6, 2023

TO: Louise Aldana, Hunt Companies, Oak Harbor, WA  
Via Email to [louise.aldana@huntcompanies.com](mailto:louise.aldana@huntcompanies.com)

FROM: Jeff Hegedus, Island County Public Works Dept., Solid Waste Division Manager

**RE: CALCULATION OF FY 2022 PAYMENT FOR NASWI RESIDENTS' USE OF ISLAND COUNTY MODERATE RISK WASTE PROGRAM (MRW)**

[BASED ON 2022 PROGRAM COSTS & POPULATION FIGURES]  
(ref: *IC/PNWC Cooperative Solid Waste Management Agreement of 2018*)

1. Pacific Northwest Communities LLC (Hunt Companies) assumed responsibility from NASWI for on-base housing and services provided to on-base housing residents. Subject service provided by Island County is detailed in an inter-local agreement executed in 2018, includes receipt and processing of “Moderate Risk Household Waste” (MRW) (also known as “Household Hazardous Waste”) from residents of on-base housing, not including Bachelors Quarters. Invoicing to [Matt.Bush@huntcompanies.com](mailto:Matt.Bush@huntcompanies.com)
2. The following data and calculations are for your review, similar to years past. In 2022, direct moderate risk waste expenditures decreased from 2021 (\$213,868 to \$195,640). Expenditures for outreach education decreased from \$87,045 to \$84,050. Hunt companies pays only a fraction of this cost.
3. According to Hunt Companies, NASWI on-base population for 2022 was about 4,906.
4. “SQG” (small quantity generator) program costs were not included in this calculation and only a fraction (20%) of information/education program are included.
5. Invoice calculations are based on actual vouchers for MRW program costs during 2022 and estimated population data for 2022 prepared by Washington State OFM (attached). Please contact me if you have questions.

**POPULATION DATA:**

2022, Island County	87,700	[from WA State OFM- State Population est.]
2022, NASWI	4,906	[Est. from Hunt Companies]

Ratio NASWI/IC = 5.6% (rounded to nearest tenth %)

**FY 2022 PROGRAM COSTS [ACTUAL VOUCHERED COSTS]**

- 2022 MRW Collection & Disposal Total Voucher Cost	\$ 195,640
- 2022 MRW Information/Education/Planning (I/E)	\$ 16,678
[Total I/E cost = \$84,050 X 20% = \$16,810]	\$ 212,318

**TOTAL INVOICED AMOUNT: [\$212,318 X 5.6%] = \$11,890**  
[rounded to nearest \$]