

2023
ISLAND COUNTY COMMISSIONER'S WORK SESSION SCHEDULE
OCTOBER 11, 2023

Meetings are available remotely. Those interested in attending the meetings by computer, tablet, or smartphone may use the following link: Join Zoom Meeting:
<https://tinyurl.com/ICWorkSession> **Meeting ID:** 957 0144 6335 **Passcode:** 969196
Dial by your location: +12532158782, 95701446335#, *969196# US (Tacoma)

9:00 a.m. Commissioner's Office
10:05 a.m. Public Works
10:35 a.m. Public Health
11:00 a.m. County Administration
11:35 a.m. Human Resources

NOON BREAK

1:00 p.m. Budget

The Board of County Commissioners meets in Work Session routinely on the first three Wednesdays of each month (unless otherwise scheduled). Work Sessions are held in the Annex Building, Board of County Commissioner's Hearing Room, #B102, 1 NE 6th Street, Coupeville, WA.

Work sessions are public meetings which provide an informal workshop format opportunity for the Board to review ongoing issues with individual departments and elected officials. This time is used for the Board to meet with other agencies, committees, and groups to discuss specific topics of mutual interest. Items are typically first reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

Written public comment is welcomed and can be directed to the Clerk of the Board by submitting it to CommentBOCC@islandcountywa.gov or j.roll@islandcountywa.gov. If you have questions regarding public comment you may call 360-679-7385. Written comments presented by members of the public are considered a public document and must be submitted to the Clerk of the Board.

Times for each department are approximate. Due to time constraints, a time slot scheduled for a specific department may be revised (earlier or later) as the Work Session progresses. Because of the workshop format and time sensitivity of certain items, topics and materials may be presented that are not included in a department's agenda. **If you are interested in reviewing those documents, please contact our office at 360-679-7354.**

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



ISLAND COUNTY COMMISSIONERS

WORK SESSION AGENDA

DATE: 10/11/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: BOCC Staff

Amount of time requested for agenda discussion. 65 minutes

Agenda Item No.: 1

Subject: Committee appointment

Description: Appointment to the Position 9, At-Large, to the Conservation Futures Program
Citizens Advisory Board (CAB)

Attachment: Committee Roster

Request: *(Check boxes that apply)*

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

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable

Agenda Item No.: 2

Subject: Committee reappointment

Description: Reappointment to Position 5 of the Lodging Tax Advisory Committee (LTAC)

Attachment: Committee Roster

Request: *(Check boxes that apply)*

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

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable

(Continued on next page)

Agenda Item No.: 3

Subject: Committee reappointment

Description: Reappointment to Position 4 of the Ebey's Landing National Historical Reserve Trust Board

Attachment: Committee Roster

Request: *(Check boxes that apply)*

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

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable

Agenda Item No.: 4

Subject: Committee reappointment

Description: Reappointment to Position 3 of the Ebey's Reserve Historic Preservation Commission (HPC)

Attachment: Committee Roster

Request: *(Check boxes that apply)*

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

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable

Agenda Item No.: 5

Subject: Discussion of legislative priorities

Description: Discussion of legislative priorities with Gordon Thomas Honeywell Government Relations.

Attachment: 2023 Legislative Priorities

Request: *(Check boxes that apply)*

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

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable

CONSERVATION FUTURES PROGRAM CITIZENS ADVISORY BOARD **(CAB)**

<https://www.islandcountywa.gov/353/Conservation-Futures-Program>



Established pursuant to Resolution C-76-15, adopted July 28, 2015. The CAB is composed of nine voting members that represent conservation and community planning expertise and technical knowledge. Two members represent each commissioner's district, and three members represent the county at large. Terms are three years, with no member serving more than three terms consecutively. Initial appointments shall be staggered so that one-third of the member's appointments expire each year.

POSITION	MEMBER	REPRESENTING	APPT. DATE	TERM EXPIRES
		Commissioner District #1		
1.	Todd Peterson		04/26/16	05/10/25
2.	Susan Bennett		04/26/16	05/04/24
		Commissioner District #2		
3.	Karen Scharer		09/20/22	09/20/25
4.	VACANT			
		Commissioner District #3		
5.	Joyce Richards		09/15/20	09/15/23
6.	Kathryn A. Wells		04/26/16	05/04/24
		At Large		
7.	Linda Rhodes		05/09/23	05/09/26
8.	Linda Kast Meehan		04/26/16	05/04/24
9.	VACANT			

The Board received a request for reappointment from:

- Michelle Kahrs (Position No. 9)

LODGING TAX ADVISORY COMMITTEE (LTAC)



Previously known as the 2% Special Excise Tax Committee, the Lodging Tax Advisory Committee was reestablished in accordance with statutory amendments of HB2698 enacted in Island County by adoption of Resolution Number C-156-98 December 14, 1998, and codified as ICC 3.06.060, for the purpose of review and recommendation to the Board of County Commissioners on distribution of monies generated by the Lodging Excise Tax. In order to create a more effective and efficient process, the board determined the committee's membership should be restructured from 13 members to 7 members. The Board of County Commissioners adopted Ordinance No. C-81-10 on October 4, 2010.

The committee shall consist of three members representing the businesses required to collect the tax, three members involved in authorized activities receiving revenues, and a member of the Board of County Commissioners. The board will review committee membership annually and make changes as appropriate. The committee meets once annually, usually in the fall.

REPRESENTATIVES OF BUSINESSES SUBJECT TO THE TAX

POSITION	MEMBER	Representing	Term
1.	Tom Felvey	South Whidbey	2/14/27
2.	VACANT	Central Whidbey	
3.	Barry Wenaas	North Whidbey	01/18/25

REPRESENTATIVES OF ORGANIZATIONS ELIGIBLE TO RECEIVE THE TAX FUND

POSITION	MEMBER	Representing	Term
4.	Bob Chalfant	Camano Island	11/10/23
5.	Mike Ferri	At-Large	09/15/23
6.	Melanie Serroels	At-Large	09/15/24

OTHER: One (1) Elected Official who will serve as Chair: Board of County Commissioners.

The Board received a request for reappointment from:

- Mike Ferri (Position No. 5)

EBEY'S LANDING NATIONAL HISTORICAL RESERVE TRUST BOARD

[Ebey's Landing National Historical Reserve \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/ebey/)



The Trust Board of Ebey's Landing National Historical Reserve (NHR) was established in 1988 to administer and manage the NHR. The Reserve was created as a unit of the National Park System in 1978 and is a cooperative effort of the National Park Service, Washington State Parks, Island County, and the Town of Coupeville.

The Trust Board was created pursuant to Public Law 92-463 and the Interlocal Cooperation act. Trust Board members are enrolled as Volunteers in Parks (VIPs) and perform duties as assigned by the National Parks Service. Total membership consists of nine members: three members representing Island County and one county member at large; three members representing the Town of Coupeville; one representative of State Parks & one representative of the National Parks Service. **Four-year term.**

POSITION	MEMBER		TERM EXPIRES
	TOWN OF COUPEVILLE REPRESENTATIVES	APPOINTED BY TOWN OF COUPEVILLE	
1.	Sally Garratt		10/01/26
2.	Lisa Bernhardt		10/01/24
3.	VACANT		
	ISLAND COUNTY REPRESENTATIVES	APPOINTED BY BOCC	
4.	Erin Borden		10/01/23
5.	Jeffrey Sturm		10/01/24
6.	Alan Hancock		10/01/24
7.	Heather McCoy	Member At Large	07/19/26
		AGENCY APPOINTMENTS	
8.	Brett Bayne	WA State Parks	N/A
9.	Lex Fredy	National Park Service Rep.	N/A

The Board received a request for reappointment from:

- Erin Borden (Position No. 4)

EBEY'S RESERVE HISTORIC PRESERVATION COMMISSION (HPC)

<https://townofcoupeville.org/government/boards-commissions/historic-preservation-commission/>



The Town and County established an Ebey's Reserve Historic Preservation Commission (HPC) through ICC 17.04A.060 consisting of seven members. Three members appointed by the Council of the Town of Coupeville, three members appointed by Island County, and one member appointed jointly by Island County and the Town of Coupeville upon recommendation of the Trust Board. For more information, contact the Planning and Community Development Office.

Three-year term

MEMBERS	Appointed By	APPOINTMENT DATE	TERM EXPIRE
1. Marshall Bronson	Joint Appointment	06/26/18	11/20/23
2. Danielle Bishop	Island County	03/15/22	03/15/25
3. Sheila Saul	Island County	11/10/20	11/20/23
4. Art Huffine	Island County	03/21/23	09/21/24
5. Kathy Baxter	Town of Coupeville	01/22/19	01/22/24
6. Kevin Turkington	Town of Coupeville	04/01/22	04/01/25
7. Jay Adams	Town of Coupeville	03/28/23	03/28/26

The Board received a request for reappointment from:

- Sheila Saul (Position No. 3)



2023 Legislative Priorities

Emergency Generator Replacement

The County requests **\$375,000 in the capital budget** to replace a 1973 diesel generator used to energize the Island County emergency response center and County Jail. The antiquated generator, which is beyond its useful life, will be replaced with a propane-fired generator sized to power all aspects of the Island County Administrative Annex, including the emergency response center, and the County Jail. This will significantly increase the County's ability to respond to emergencies and provide services to citizens during recovery efforts. Powering the jail during an outage ensures that inmates are housed safely and humanely, and that staff can do their jobs safely.

Explore Septic/Sewer Solutions to Accommodate Housing Needs

The population of Island County is projected to grow significantly and as in most of the state, the inventory of affordable housing for working families is constrained. This growth is occurring in our unincorporated rural areas, LAMIRDs/RAIDs, and the Freeland NMUGA as well as our Urban Growth Areas. However, under the GMA, the County cannot serve unincorporated areas by sewer, and meeting growth requirements and environmental goals necessitates a transition away from individual on-site septic systems. Traditional models of sewage treatment are incompatible with many locations and would be prohibitively expensive for ratepayers. Island County does not have the staff capacity or technical expertise to identify alternative de-centralized solutions. We are seeking **\$300,000 in state operating dollars** to fund consulting services to identify alternative effluent treatment technology or regulatory solutions that would allow the County to meet projected population growth needs with innovative solutions that serve both affordable housing needs and protect our environment.

Fund Island County Transportation Needs:

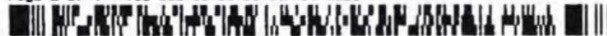
Regional Ferry Needs

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, \$1.25 million is needed to complete construction. Island County respectfully requests **\$1.25 million** to finish the project and requests WSDOT improvements are completed on schedule, in 2026.



SR-20 Deception Pass Vicinity Guardrail Replacement

Guardrails along SR-20 leading up to Deception Pass Bridge are aging and do not meet current safety standards, creating a hazard for the multitude of residents and tourists that travel this stretch of road. The County and WSDOT have completed design for replacement guardrails that would both satisfy safety standards and meet historic character specifications as required for areas listed under the National Register of Historic Places. This project is in coordination with Skagit County and Deception Pass State Park. Island County requests **\$15 million** to replace the entire expanse of the aging guardrail.

Roundabout at East Camano Drive and Cross Island Road

Island County requests **\$2.4 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 \$1.7 million in local matching funds.





Island County 2023 Policies to Support/Oppose

Improve Behavioral Health Network Adequacy Standards

Managed Care Organizations (MCOs) are under contract with the state Health Care Authority (HCA) to provide behavioral health services to the entire state. Though it has been several years since the state transitioned towards community-based behavioral health treatment, the behavioral health crisis has only deepened, particularly in rural communities like Island County. Contracts must include a higher standard of care to assure that our residents have access to equitable and effective behavioral health services. To accomplish this, the Legislature should provide the HCA with the direction and authority to ensure that contracts include clearly defined level of service standards, timely access to care standards, data reporting standards and higher-level requirements for proximity of services that acknowledge urban and rural differences with the goal of providing greater accountability and oversight of the behavioral health system. Under the current managed care model, this is the best mechanism to ensure our residents are assured a higher standard of care.

Behavioral Health Capacity

Island County supports increasing state behavioral health capacity, including capital investments to bring more beds online, and taking steps to increase the available workforce.

State Funding for the Impact of Inflation on Ongoing Costs

Under the best of times, counties struggle to keep up with annual cost increases associated with inflation and population growth. In the last year the impact of inflation has effectively diminished the level of service that Island County can provide its residents. We request that the Legislature provide funding for all state mandated programs equal to the cost of inflation.

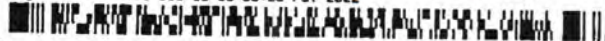
Public Records Act Reform

Island County supports any all efforts to provide relief from predatory public records requestors. While transparency is a value embraced by the County, the Legislature must recognize that current law facilitates the harassment of public employees and the enrichment of the small but impactful requestors whose sole interest is to make a living from predatory request.

Partner Capital Budget Requests

Island County supports state capital budget funding for important projects across our communities, including:

- City of Stanwood Dike Repair Project
- North Whidbey Parks and Recreation District Swimming Pool





ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

DATE: 10/11/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Connie Bowers, Director

Amount of time requested for agenda discussion. 30 minutes

Agenda Item No.: 1

Subject: Marshall Drainage District

Description: An open house was held on Sept 14, 2023, to meet with the parcel owners in the Marshall Drainage District about the proposed infrastructure assessment and increased maintenance and operations fee. The attached memo summarizes comments and discussion from the meeting.

Attachment: Memorandum, Letter to Parcel Owners, Assessment Calculation Method, Assessment Spreadsheet, R-55-95

Request: *(Check boxes that apply)*

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

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable

Agenda Item No.: 2

Subject: Diking District No. 4 Open House Comments Summary

Description: An open house was held on Sept 13, 2023 to meet with the parcel owners in Diking District No. 4 about the proposed maintenance assessment of \$25.63 annually per parcel from 2024 – 2033. The attached memo summarizes comments and discussion from the meeting.

Attachment: Memorandum, Letter to Parcel Owners, DD#4 Area Map with Gates and Tide Gates Marked

Request: *(Check boxes that apply)*

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

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable



Island County Public Works

Connie Bowers, P.E., Director and County Engineer

1 NE 7th Street, Coupeville, WA 98239

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

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

MEMORANDUM

Oct. 11, 2023

TO: BOCC

FROM: Connie Bowers / Public Works Director / County Engineer

RE: Marshall Drainage District Open House Summary

An information letter (attached) was mailed to the parcel owners in Marshall Drainage District, providing background information and letting them know about the proposed the proposed infrastructure assessment and increased maintenance and operations fee. The letter included information about an open house (to ask questions / get more information) and the tentative date of the public hearing.

The open house was held on Sept 14, 2023, at the Clinton Community Hall. Thirteen people from the community attended the event. The conversation started with the proposed assessment but included a few other topics – as summarized below.

Proposed Assessment:

- Handouts showing the calculation process (attached) and spreadsheets (attached) listing the proposed assessments by parcel owner were available. Staff worked individually with parcel owners as needed.
- Comments
 - When the district was formed parcel owners were told the infrastructure construction costs were a one-time fee.
The attached resolution indicates, in paragraph 5, that the parcels would “pay for a pro rata share of the costs constructing, operating, maintaining, repairing, improving, and replacing drainage facilities described in the Marshall Drainage Basin Plan.” (R-55-95, attached)
 - Some felt that the Clean Water Utility (CWU) would cover the infrastructure replacement.
Parcels within the district are exempt from CWU fees, as they are already part of a drainage district.

- The fees do not appear to be distributed appropriately, the smallest lots with the lowest fees are seeing the biggest benefit. While larger lots seeing no benefit have a higher fee. (district map with infrastructure shown to be handed out at meeting).
The district was set up to be charged based on a determination of the amount of run-off from a particular parcel exceeding the amount if it were not developed. It is stated that impervious area was an appropriate and reasonable basis. (R-55-95)

Increased Maintenance and Operations Fee: no comments

Other Comments / Questions:

- When was the septic tank installed on Seashore Dr?
- History on the pump replacement, Discussed at the meeting
- The temporary diesel pump is cycling on and off frequently
Pumps are scheduled to be replaced in October 2023. This will eliminate this issue.
- Costs would be less if maintenance and replacement work was contracted out.
- Requested the following items be posted on the website:
 - Marshall Drainage Plan
 - Resolutions where the maintenance and operations fees were stopped and restarted



Island County Public Works

Connie Bowers, P.E., Director and County Engineer

P.O. Box 5000, Coupeville, WA 98239

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

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

Insert Date

Name

Address

City

Parcel Number

RE: Proposed assessments and increased maintenance and operation fee, Marshall Drainage Basin

You are receiving this letter as you are the owners of property that is within, or partially within, what's known as the Marshall Drainage Basin. A Storm and Surface Water Utility (Utility) was established in 1995 to install and manage drainage infrastructure in the Marshall Drainage Basin. Public Works is proposing changes to the charges for the Utility to provide funds for ongoing infrastructure needs.

The proposed total annual charge for the property that you own is: \$XXX for the 2024 – 2028 period.

ASSESSMENT: Island County Public Works is proposing to add an assessment to the parcels within the Marshall Drainage Basin to cover the following infrastructure costs:

- Replacement of three pumps in 2023 \$45,000
- Seashell Court Drainage project \$40,000
- Tide Gate Replacement \$40,000
- Replacement of three pumps in 2016 \$20,000
 - Emergency installation costs were covered by a loan from the Real Estate Excise Tax Fund. This assessment repays that loan.

Parcels and county roads are assessed based on the amount of pervious and impervious areas of the parcel area located within the basin.

MAINTENANCE AND OPERATION FEE:

In order for the Utility to build up funds to pay for regular replacement of the three pumps, Public Works is proposing a \$15 increase to the annual maintenance fee. The current annual maintenance and operation fee is \$30 / year per parcel. The increased annual maintenance and operation fee would be \$45/year per parcel.

TOTALS: The proposed total annual charges for parcels range from \$71.00 - \$1,651.15.

Questions? Want more information? Visit our website, come to a public meeting, or contact us!

WEBSITE: xxx

Information on this website includes a map showing the boundaries of the Marshall Drainage Basin, a brief history of the Utility, a full listing of the proposed charges, draft code changes, draft resolution.

COMMUNITY MEETING: Wednesday, September 14th, 2023
4:30 – 5:30 pm
Clinton Community Hall
6411 Central Ave, Clinton

CONTACT: c.herrera@islandcountywa.gov
360-679-7330

PUBLIC HEARING: Tentatively, Tuesday, October 10th, 2023, at 10 am
In-person and virtual attendance options

Board of County Commissioners Hearing Room (Room 102B Basement)
Island County Annex Bldg.
1 NE 6th Street, Coupeville, WA

A link to an on-line option will be on the agenda for the day of the hearing (likely October 10th), which will be posted on this website

This is an opportunity for the public to provide in-person / virtual comments regarding these proposed charges.

Public comments can also be emailed to CommentBOCC@islandcountywa.gov or mailed to Island County BOCC, 1 NE 7th Street, Coupeville, WA 98239. In your comment, include the date of the hearing and the item for which you want to provide written comment. Written comments will not be read during the meeting. All board members will receive the written comments.

Following the public comment period at the Public Hearing, the Board of Island County Commissioners will decide if they would like to defer their decision to a later date, modify the proposed code changes, or adopt the proposed code changes as presented.

Respectfully,

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

Cc: Alpha/Day/Storm and Surface Water Utility

Marshall Drainage Basin Assessment Calculation Process:

2023

Assessment: \$145,000

Basin Area: 295.63 acres

10% Area Charge: \$49.05 / acre

90% Impervious Area Charge: \$5,828.06 / acre

For each Parcel:

Identify:

Lot / parcel size

Area in basin – the area of the lot within the basin (a GIS determination)

Percent of the lot / parcel in the basin (= Lot size / area of lot in the basin)

Impervious Area –

- Include the building footprint area from the Assessor's files
- Visually identify and measure other impervious surfaces
 - o Driveways, sidewalks, parking lots, tennis courts, etc.

Calculate the Charges:

Area Charge = **Area in basin** X **10% Area Charge**

+ Impervious Area Charge = **Impervious Area** X **90% Impervious Area Charge**

Total Capital Charge (if less than minimum of \$152.94, set to minimum)

Adjusted annual charge, includes interest of 3% and a term of 5 years.

Note that this is slightly different for lots less than 0.5 acre, mostly within plats. An equalized value has been calculated to average out parcel sizes and include private road surfaces where appropriate.

ISLAND COUNTY
MARSHALL DRAINAGE BASIN - SERVICE CHARGE LIST

2023 Infrastructure Project Assessment		2023 -increase O&M from \$30 to \$45 to save for recurring pump replacement (3 pumps, replacement every 7 - 10 years)	Total Project Cost (excluding O&M)	\$145,000.00
Pump Replacement	\$45,000			
Seashell Court Drainage	\$40,000			
Tide Gate Replacement	\$40,000			
Repay 2017 Loan	\$20,000			
Total:	\$145,000			
			\$0.00	
			Roads Funded: \$48,482.50	
			County Contribution	\$48,482.50
			Total Parcel Utility Charge Contribution	\$101,384.34
			Grand Total, County and Parcel Contributions	\$149,866.84

Summary

\$0.00	REET Fund (\$0.00 ann.)
\$48,482.50	County (roads) (\$8,242.02 ann.)
\$48,482.50	Total

Tot. Cap. Cost for Parcel <.5 Acre w/ Dwelling Unit

Cascade Vw.	Poss. Vw. Bch.
\$496.75	\$496.75
\$129.45 (ann. & O/M)	\$129.45 (ann. & O/M)

Avg. Lot Size (Acre)
0.10

Avg. Imp. Area (SF)
3,000

Cut-off Lot Size (AC)
0.50

Plat Equalization
677.60

Improvements Cost

\$145,000.00

Basin Area

295.63

10% Area Charge (\$/AC)
\$49.05

90% Imp. Area Charge (\$/AC)
\$5,828.06

This spreadsheet:
- includes parcels <20% of parcel within basin
- removed "sliver" parcels (spreading cost to all parcels)
- combines senior citizen parcels

Capital	O&M	Total
\$29,411.76	\$225.00	\$29,636.76
\$152.94	\$225.00	\$377.94
\$5,000.00	\$45.00	\$5,045.00
\$26.00	\$45.00	\$71.00

Max. Tot.

Min. Tot.

Max. Ann.

Min. Ann.

Annualizing Factor

0.170

Annualizing Factor is a factor combining the number of years of charges and the interest rate. Ie 5 years = 0.2. Interest rate of 3% (.03). Subtract interest rate from number of years, 0.2 - 0.03 = .17).

conversion:

43,560.17

SF/ACRE

Avg. Ann. Cap. Charge:

\$103.83

Parcel No.	Name	Lot Size (GIS acres)	Area in Basin (SF)	Area in Basin (acres)	% Of Lot in Basin	Imperv. Area (SF)	Area Charge	Impervious Area Charge	Total Charge	Adjustment if min. at \$152.94	Total Capital Charge	Adj. Ann. Capital Charge	Annual O&M & Admin.	Total Annual Charge (including O&M)	Dwelling on Lot	COMMENTS
S7775-02-00004-0	ALLEN, REBECCA MARIE	0.13	ALL	0.13	100.0%	1,463	\$4.71	\$195.70	\$200.41	\$0.00	\$200.41	\$34.07	\$45.00	\$79.07		
S7775-02-00015-0	AMICK, SCOTT GIBBONS & DAVID CLAIRE	0.45	ALL	0.45	100.0%	4,574	\$4.71	\$611.93	\$616.64	\$0.00	\$616.64	\$104.83	\$45.00	\$149.83	X	
S6330-00-00053-0	ANDERSON, ARNIE J	0.10	4447.9	0.10	98.8%	2,571	\$4.71	\$344.00	\$348.70	\$0.00	\$348.70	\$59.28	\$45.00	\$104.28		
R42931-455-1280	ANDERSON, KATHLEEN L	0.16	ALL	0.16	100.0%	5,155	\$4.71	\$689.75	\$694.45	\$0.00	\$694.45	\$118.06	\$45.00	\$163.06		
S7775-02-00005-0	ARNOLD, ELIZABETH A	0.14	ALL	0.14	100.0%	568	\$4.71	\$76.02	\$80.73	\$72.21	\$152.94	\$26.00	\$45.00	\$71.00		
S7775-02-00008-0	ARNOLD, ELIZABETH A	0.29	ALL	0.29	100.0%	3,947	\$4.71	\$528.10	\$532.80	\$0.00	\$532.80	\$90.58	\$45.00	\$135.58		
S6330-00-00013-0	BAGBY, MICHAEL	0.13	ALL	0.13	100.0%	1,865	\$4.71	\$249.50	\$254.21	\$0.00	\$254.21	\$43.22	\$45.00	\$88.22		
S6330-00-00055-0	BARKER, ROBERT & BERNICE BARKER	0.10	4406.1	0.10	97.9%	2,387	\$4.71	\$319.35	\$324.06	\$0.00	\$324.06	\$55.09	\$45.00	\$100.09		
S7775-00-00011-0	BARSTOW, KENNETH & CYNTHIA BARSTOW	0.09	ALL	0.09	100.0%	0	\$4.71	\$0.00	\$4.71	\$148.23	\$152.94	\$26.00	\$45.00	\$71.00		
S7775-00-00012-0	BARSTOW, KENNETH & CYNTHIA BARSTOW	0.10	ALL	0.10	100.0%	0	\$4.71	\$0.00	\$4.71	\$148.23	\$152.94	\$26.00	\$45.00	\$71.00		
S7775-00-00013-0	BARSTOW, KENNETH & CYNTHIA BARSTOW	0.16	ALL	0.16	100.0%	2,269	\$4.71	\$303.60	\$308.31	\$0.00	\$308.31	\$52.41	\$45.00	\$97.41	X	
S7775-00-00014-0	BARSTOW, KENNETH & CYNTHIA BARSTOW	0.14	ALL	0.14	100.0%	127	\$4.71	\$16.98	\$21.69	\$131.25	\$152.94	\$26.00	\$45.00	\$71.00	X	
S7775-00-00015-0	BARSTOW, KENNETH & CYNTHIA BARSTOW	0.09	ALL	0.09	100.0%	0	\$4.71	\$0.00	\$4.71	\$148.23	\$152.94	\$26.00	\$45.00	\$71.00	X	
S7775-00-00001-0	BELL TRUSTEE, JACK W & PAMELA BELL	0.26	10654.8	0.24	93.8%	5,316	\$4.71	\$711.19	\$715.90	\$0.00	\$715.90	\$121.70	\$45.00	\$166.70		
S6330-00-00069-0	BENSON-BURTON, TIFFANY	0.44	ALL	0.44	100.0%	2,307	\$4.71	\$308.70	\$313.41	\$0.00	\$313.41	\$53.28	\$45.00	\$98.28	X	
R32936-114-2920	BORGMAN, ARLEE SUE & PETER BORGMAN	5.39	191718.1	4.40	81.6%	5,582	\$215.87	\$746.86	\$962.73	\$0.00	\$962.73	\$163.66	\$45.00	\$208.66	X	
S7775-02-00025-0	BROWN, JOY A	0.10	4469.3	0.10	100.3%	1,474	\$4.71	\$197.14	\$201.85	\$0.00	\$201.85	\$34.32	\$45.00	\$79.32	X	

Parcel No.	Name	Lot Size (GIS acres)	Area in Basin (SF)	Area in Basin (acres)	% Of Lot in Basin	Imperv. Area (SF)	Area Charge	Impervious Area Charge	Total Charge	Adjustment if min. at \$152.94	Total Capital Charge	Adj. Ann. Capital Charge	Annual O&M & Admin.	Total Annual Charge (including O&M)	Dwelling on Lot	COMMENTS
S6330-00-00025-0	BURDGE, HANNAH R & JOHN R DAVISON	0.22	9385.8	0.22	99.9%	3,403	\$4.71	\$455.33	\$460.03	\$0.00	\$460.03	\$78.21	\$45.00	\$123.21	X	
R32936-297-1680	C & K PROPERTIES INC & ATTN: H KELLE	9.12	34473.4	0.79	8.7%	2,362	\$38.82	\$316.01	\$354.82	\$0.00	\$354.82	\$60.32	\$45.00	\$105.32		
R32936-299-2320	C & K PROPERTIES INC & ATTN: H KELLE	8.58	295615.4	6.79	79.1%	0	\$332.86	\$0.00	\$332.86	\$0.00	\$332.86	\$56.59	\$45.00	\$101.59	X	
R42931-474-1270	CARDWELL, THOMAS R	0.13	ALL	0.13	100.0%	2,439	\$4.71	\$326.36	\$331.07	\$0.00	\$331.07	\$56.28	\$45.00	\$101.28	X	
S7775-00-00007-0	CARRON, LAURIE	0.10	ALL	0.10	100.0%	1,505	\$4.71	\$201.29	\$206.00	\$0.00	\$206.00	\$35.02	\$45.00	\$80.02	X	
S6330-00-0000A-1	CASCADE VIEW COMMUNITY CLUB	0.20	ALL	0.20	100.0%	0	\$4.71	\$0.00	\$4.71	\$148.23	\$152.94	\$26.00	\$45.00	\$71.00	X	
S6330-00-0000C-0	CASCADE VIEW COMMUNITY CLUB	0.76	32606.2	0.75	99.1%	12,489	\$36.71	\$1,670.99	\$1,707.70	\$0.00	\$1,707.70	\$290.31	\$45.00	\$335.31	X	
S6330-00-0000E-0	CASCADE VIEW COMMUNITY CLUB	0.19	ALL	0.19	100.0%	1,246	\$4.71	\$166.75	\$171.46	\$0.00	\$171.46	\$29.15	\$45.00	\$74.15	X	
S7775-00-00019-0	CASPER, JULIE & RODNEY D CASPER	0.09	ALL	0.09	100.0%	1,101	\$4.71	\$147.31	\$152.02	\$0.93	\$152.94	\$26.00	\$45.00	\$71.00	X	
S7775-00-00020-0	CHASE TRUSTEE, BARBARA J	0.08	ALL	0.08	100.0%	2,579	\$4.71	\$345.01	\$349.72	\$0.00	\$349.72	\$59.45	\$45.00	\$104.45	X	
R32936-459-4630	CLINTON WATER DISTRICT & BOARD OF	38.75	1245311.5	28.59	73.8%	10,086	\$1,402.19	\$1,349.44	\$2,751.63	\$0.00	\$2,751.63	\$467.78	\$45.00	\$512.78		
S6330-00-00020-0	COOPER TTEE, WILLIAM M & DELORES A	0.11	ALL	0.11	100.0%	95	\$4.71	\$12.67	\$17.38	\$135.56	\$152.94	\$26.00	\$45.00	\$71.00	X	
S6330-00-00040-0	COOPER, DR G	0.13	ALL	0.13	100.0%	47	\$4.71	\$6.23	\$10.94	\$142.00	\$152.94	\$26.00	\$45.00	\$71.00	X	
S6330-00-00028-0	COTTRELL, DOUGLAS M / PAMELA	0.21	ALL	0.21	100.0%	2,713	\$4.71	\$362.95	\$367.66	\$0.00	\$367.66	\$62.50	\$45.00	\$107.50	X	
S7775-02-00013-0	DAVIS, RICHARD T	0.16	7139.8	0.16	99.9%	2,202	\$4.71	\$294.61	\$299.32	\$0.00	\$299.32	\$50.88	\$45.00	\$95.88	X	
S7120-00-00022-0	DEAVER, ROY P	4.62	142825.6	3.28	71.0%	27,838	\$160.82	\$3,724.50	\$3,885.32	\$0.00	\$3,885.32	\$660.50	\$45.00	\$705.50		
R42931-351-0440	DIXON, ANGIE L	11.36	336953.5	7.74	68.1%	6,529	\$379.40	\$873.54	\$1,252.94	\$0.00	\$1,252.94	\$213.00	\$45.00	\$258.00		
R32936-117-0970	DODGE, RICHARD KELLY	4.72	57236.7	1.31	27.9%	2,604	\$64.45	\$348.36	\$412.81	\$0.00	\$412.81	\$70.18	\$45.00	\$115.18	X	
S6330-00-00002-0	DOWNES, ORAN G	0.33	14204.2	0.33	100.0%	3,858	\$4.71	\$516.23	\$520.94	\$0.00	\$520.94	\$88.56	\$45.00	\$133.56		
S7775-02-00001-0	DREW, BILLYE L	0.15	ALL	0.15	100.0%	1,701	\$4.71	\$227.53	\$232.24	\$0.00	\$232.24	\$39.48	\$45.00	\$84.48	X	
S7775-00-00018-0	DUNCAN, NANCY A	0.09	ALL	0.09	100.0%	1,324	\$4.71	\$177.10	\$181.81	\$0.00	\$181.81	\$30.91	\$45.00	\$75.91	X	
R32936-235-1650	DYNES TRUSTEE, LAWRENCE M & A LY	3.56	ALL	3.56	100.0%	5,465	\$174.46	\$731.23	\$905.69	\$0.00	\$905.69	\$153.97	\$45.00	\$198.97	X	
S7120-00-00032-0	ECKBERG UNDIV 1/2 INT, RODNEY	2.20	ALL	2.20	100.0%	4,373	\$107.74	\$585.09	\$692.83	\$0.00	\$692.83	\$117.78	\$45.00	\$162.78		
R42931-511-0600	FERNANDES JUDITH P & CHADWICK KN	7.79	252286.9	5.79	100.0%	68,493	\$284.07	\$9,163.86	\$9,447.93	\$0.00	\$9,447.93	\$1,606.15	\$45.00	\$1,651.15	X	
S6330-00-00003-0	FERREL, PATRICK J & BLYTHE E FERRE	0.20	ALL	0.20	100.0%	3,859	\$4.71	\$516.24	\$520.95	\$0.00	\$520.95	\$88.56	\$45.00	\$133.56		
R42931-458-0930	FITZSIMMONS, KELLY T	0.12	ALL	0.12	100.0%	1,312	\$4.71	\$175.50	\$180.21	\$0.00	\$180.21	\$30.63	\$45.00	\$75.63	X	
S6330-00-00058-1	FITZSIMMONS, KELLY T	0.21	ALL	0.21	100.0%	806	\$4.71	\$107.85	\$112.56	\$40.38	\$152.94	\$26.00	\$45.00	\$71.00		
S6330-00-00011-0	FREITAS TRUSTEE, RICHARD LEE & MI	0.17	7222.9	0.17	99.9%	3,742	\$4.71	\$500.68	\$505.39	\$0.00	\$505.39	\$85.92	\$45.00	\$130.92	X	
S6330-00-00010-0	FREITAS, RICHARD L & MICKIE R FREITA	0.15	ALL	0.15	100.0%	0	\$4.71	\$0.00	\$4.71	\$148.23	\$152.94	\$26.00	\$45.00	\$71.00	X	
R32936-278-4950	FRENCH, BENJAMIN & EYLEEN CAROLYN	4.81	ALL	4.81	100.0%	3,583	\$236.07	\$479.33	\$715.40	\$0.00	\$715.40	\$121.62	\$45.00	\$166.62		
S7775-02-00011-0	GADBOIS, GLORIA J	0.31	13396.6	0.31	99.9%	1,056	\$4.71	\$141.25	\$145.95	\$6.99	\$152.94	\$26.00	\$45.00	\$71.00	X	
S6330-00-00023-0	GARDNER, BENJAMIN R & JENNIFER L N	0.24	ALL	0.24	100.0%	2,127	\$4.71	\$284.54	\$289.25	\$0.00	\$289.25	\$49.17	\$45.00	\$94.17	X	

Parcel No.	Name	Lot Size (GIS acres)	Area in Basin (SF)	Area in Basin (acres)	% Of Lot in Basin	Imperv. Area (SF)	Area Charge	Impervious Area Charge	Total Charge	Adjustment if min. at \$152.94	Total Capital Charge	Adj. Ann. Capital Charge	Annual O&M & Admin.	Total Annual Charge (including O&M)	Dwelling on Lot	COMMENTS
R32936-375-5100	GISWOLD, SARA J	2.43	ALL	2.43	100.0%	0	\$119.30	\$0.00	\$119.30	\$33.64	\$152.94	\$26.00	\$45.00	\$71.00	X	
R42931-454-0940	GOEHNER FINANCIAL MANAGEMENT, LL	0.24	ALL	0.24	100.0%	853	\$4.71	\$114.09	\$118.79	\$34.15	\$152.94	\$26.00	\$45.00	\$71.00	X	
R42931-460-1050	GOEHNER, KEVIN AND PENNY	0.20	ALL	0.20	100.0%	2,202	\$4.71	\$294.60	\$299.31	\$0.00	\$299.31	\$50.88	\$45.00	\$95.88		
S6330-00-00009-0	GRANBERG, JULIE A	0.77	33569.5	0.77	100.0%	1,193	\$37.80	\$159.55	\$197.35	\$0.00	\$197.35	\$33.55	\$45.00	\$78.55		
R42931-468-1270	GRAY TRUSTEE, KRISTINE KAY JOHNSON	0.14	ALL	0.14	100.0%	3,762	\$4.71	\$503.33	\$508.04	\$0.00	\$508.04	\$86.37	\$45.00	\$131.37	X	
S6330-00-00019-0	GROSS, GARY A	0.17	7625.4	0.18	100.2%	0	\$4.71	\$0.00	\$4.71	\$148.23	\$152.94	\$26.00	\$45.00	\$71.00		
S7775-02-00020-0	GURRY, BRIAN M & MARY H GURRY	0.19	ALL	0.19	100.0%	2,524	\$4.71	\$337.71	\$342.42	\$0.00	\$342.42	\$58.21	\$45.00	\$103.21	X	
S6330-00-0000A-2	HAGSTROM, DENNIS	0.21	ALL	0.21	100.0%	197	\$4.71	\$26.37	\$31.08	\$121.86	\$152.94	\$26.00	\$45.00	\$71.00	X	
S6330-00-0000A-3	HAGSTROM, DENNIS	0.41	17853.6	0.41	100.1%	2,309	\$4.71	\$308.88	\$313.58	\$0.00	\$313.58	\$53.31	\$45.00	\$98.31	X	
R32936-359-3310	HAMACK, PAIGE FRANCES	18.10	349384.7	8.02	44.3%	0	\$393.40	\$0.00	\$393.40	\$0.00	\$393.40	\$66.88	\$45.00	\$111.88		
R32936-422-3300	HAMACK, PAIGE FRANCES	19.00	235507	5.41	28.5%	1,119	\$265.18	\$149.73	\$414.90	\$0.00	\$414.90	\$70.53	\$45.00	\$115.53		
S6330-00-00071-0	HANNEMAN, STEPHEN M	0.16	ALL	0.16	100.0%	3,641	\$4.71	\$487.09	\$491.80	\$0.00	\$491.80	\$83.61	\$45.00	\$128.61	X	
S7120-00-00024-0	HANSEN, ROBERT A & VALERIE A HANSEN	1.80	46684.5	1.07	59.4%	5,938	\$52.57	\$794.44	\$847.00	\$0.00	\$847.00	\$143.99	\$45.00	\$188.99	X	
S6330-00-00032-0	HARDECKE, RACHEL K & PETER M HAYES	0.24	ALL	0.24	100.0%	2,547	\$4.71	\$340.80	\$345.51	\$0.00	\$345.51	\$58.74	\$45.00	\$103.74	X	
S7120-00-0000A-0	HIGHLAND MEADOWS COMM CLUB	0.11	4662.6	0.11	99.9%	943	\$4.71	\$126.15	\$130.86	\$22.08	\$152.94	\$26.00	\$45.00	\$71.00	X	
R32936-154-1680	HOLBROOK JTWROS, NANCY J & JENNY	4.69	ALL	4.69	100.0%	3,110	\$229.90	\$416.06	\$645.95	\$0.00	\$645.95	\$109.81	\$45.00	\$154.81		
S6330-00-00037-0	HULTGREN, TODD W & JULIE A HULTGREN	0.21	ALL	0.21	100.0%	3,703	\$4.71	\$495.41	\$500.12	\$0.00	\$500.12	\$85.02	\$45.00	\$130.02	X	
S6330-00-00054-0	HULTGREN, TODD W & JULIE A HULTGREN	0.10	4427	0.10	98.4%	2,392	\$4.71	\$320.07	\$324.78	\$0.00	\$324.78	\$55.21	\$45.00	\$100.21	X	
R32936-098-3640	HUNTER ET AL, DANIEL & HEIDI HUNTER	9.90	34067.3	0.78	7.9%	0	\$38.36	\$0.00	\$38.36	\$114.58	\$152.94	\$26.00	\$45.00	\$71.00	X	
R32936-164-3620	HUNTER ET AL, DANIEL & HEIDI HUNTER	10.27	400005.6	9.18	89.4%	0	\$450.40	\$0.00	\$450.40	\$0.00	\$450.40	\$76.57	\$45.00	\$121.57		
R42931-494-0170	ISLAND COUNTY & STORM & SURFACE V	1.00	ALL	1.00	100.0%	21	\$48.84	\$2.80	\$51.63	\$101.31	\$152.94	\$26.00	\$45.00	\$71.00		
R32936-181-2970	JULLIAN I YOMNICK REVOCABLE FAMILY	4.94	ALL	4.94	100.0%	4,747	\$242.52	\$635.17	\$877.69	\$0.00	\$877.69	\$149.21	\$45.00	\$194.21		
S6330-00-00036-0	KAUL, STEPHEN M & CARYN J KAUL	0.12	ALL	0.12	100.0%	2,115	\$4.71	\$282.92	\$287.63	\$0.00	\$287.63	\$48.90	\$45.00	\$93.90	X	
R32936-187-1620	KEITH, CAVEN J	3.60	ALL	3.60	100.0%	5,922	\$176.74	\$792.30	\$969.04	\$0.00	\$969.04	\$164.74	\$45.00	\$209.74	X	
S7775-02-00022-0	KIEFER, DOUGLAS D	0.10	ALL	0.10	100.0%	1,052	\$4.71	\$140.75	\$145.46	\$7.48	\$152.94	\$26.00	\$45.00	\$71.00	X	
R32936-345-4610	KILUNG FOUNDATION	9.72	ALL	9.72	100.0%	1,862	\$476.75	\$249.18	\$725.92	\$0.00	\$725.92	\$123.41	\$45.00	\$168.41		
R32936-377-4460	KILUNG FOUNDATION	7.21	ALL	7.21	100.0%	32,465	\$353.82	\$4,343.59	\$4,697.41	\$0.00	\$4,697.41	\$798.56	\$45.00	\$843.56		
S6330-00-00004-0	LAMBERT TRUSTEE, WAYNE A & ANNETTE	0.34	ALL	0.34	100.0%	3,322	\$4.71	\$444.48	\$449.18	\$0.00	\$449.18	\$76.36	\$45.00	\$121.36		
S6330-00-00059-0	LAMBERT TRUSTEE, WAYNE A & ANNETTE	0.15	ALL	0.15	100.0%	1,447	\$4.71	\$193.55	\$198.25	\$0.00	\$198.25	\$33.70	\$45.00	\$78.70	X	
S6330-00-00035-0	LANDBOE, KNUT A & TRACY G LANDBOE	0.16	ALL	0.16	100.0%	2,892	\$4.71	\$386.96	\$391.67	\$0.00	\$391.67	\$66.58	\$45.00	\$111.58	X	
S7775-00-00016-0	LINDER, ROBERT	0.14	ALL	0.14	100.0%	1,661	\$4.71	\$222.23	\$226.94	\$0.00	\$226.94	\$38.58	\$45.00	\$83.58	X	
R42931-459-1150	LINDER, ROBERT & PAULINE LINDER	0.34	ALL	0.34	100.0%	9,124	\$4.71	\$1,220.68	\$1,225.39	\$0.00	\$1,225.39	\$208.32	\$45.00	\$253.32	X	

Parcel No.	Name	Lot Size (GIS acres)	Area in Basin (SF)	Area in Basin (acres)	% Of Lot in Basin	Imperv. Area (SF)	Area Charge	Impervious Area Charge	Total Charge	Adjustment if min. at \$152.94	Total Capital Charge	Adj. Ann. Capital Charge	Annual O&M & Admin.	Total Annual Charge (including O&M)	Dwelling on Lot	COMMENTS
S6330-00-00005-0	LIVINGSTON, RICKY & PENNY LIVINGSTON	0.40	ALL	0.40	100.0%	3,336	\$4.71	\$446.27	\$450.98	\$0.00	\$450.98	\$76.67	\$45.00	\$121.67		
R42931-462-1280	LIVINGSTONE TRUSTEE, BRUCE & DANA	0.15	ALL	0.15	100.0%	3,930	\$4.71	\$525.74	\$530.45	\$0.00	\$530.45	\$90.18	\$45.00	\$135.18	X	
R42931-398-0400	LUCU, RICHARD N	0.27	ALL	0.27	100.0%	178	\$4.71	\$23.83	\$28.54	\$124.40	\$152.94	\$26.00	\$45.00	\$71.00		
S6330-00-00062-0	LUCU, RICHARD N	0.24	ALL	0.24	100.0%	1,433	\$4.71	\$191.66	\$196.37	\$0.00	\$196.37	\$33.38	\$45.00	\$78.38	X	
S6330-00-00051-0	MALECKI, MICHAEL J & LYNNE S MALECKI	0.10	4489.6	0.10	99.8%	1,951	\$4.71	\$260.99	\$265.70	\$0.00	\$265.70	\$45.17	\$45.00	\$90.17	X	
R32936-150-2300	MANNING, THOMAS & GAIL M MANNING	4.67	ALL	4.67	100.0%	7,373	\$229.10	\$986.51	\$1,215.62	\$0.00	\$1,215.62	\$206.65	\$45.00	\$251.65		
S6330-00-00046-0	MASCHMEDT, ROBERT	0.21	ALL	0.21	100.0%	6,572	\$4.71	\$879.22	\$883.93	\$0.00	\$883.93	\$150.27	\$45.00	\$195.27		
R42931-399-1380	MASCHMEDT, ROBERT H	0.19	7418.2	0.17	90.3%	3,566	\$4.71	\$477.12	\$481.83	\$0.00	\$481.83	\$81.91	\$45.00	\$126.91	X	
R42931-458-0210	MAST, ROBERT E	1.82	ALL	1.82	100.0%	11,253	\$89.45	\$1,505.60	\$1,595.06	\$0.00	\$1,595.06	\$271.16	\$45.00	\$316.16	X	
R32936-148-2950	MCDOWELL, SUZANNE B	4.94	ALL	4.94	100.0%	8,519	\$242.44	\$1,139.79	\$1,382.22	\$0.00	\$1,382.22	\$234.98	\$45.00	\$279.98		
S7120-00-00025-0	MCMAHON, MICHAEL S	2.19	93282.6	2.14	97.6%	6,490	\$105.03	\$868.32	\$973.35	\$0.00	\$973.35	\$165.47	\$45.00	\$210.47	X	
R32936-210-1650	MCVAY, CALLAHAN C	3.16	ALL	3.16	100.0%	6,089	\$154.76	\$814.63	\$969.39	\$0.00	\$969.39	\$164.80	\$45.00	\$209.80	X	
S6330-00-00039-0	MICHALAK, DAVID	0.17	ALL	0.17	100.0%	2,223	\$4.71	\$297.48	\$302.19	\$0.00	\$302.19	\$51.37	\$45.00	\$96.37	X	
S6330-00-00043-0	MICHALAK, DAVID	0.14	ALL	0.14	100.0%	0	\$4.71	\$0.00	\$4.71	\$148.23	\$152.94	\$26.00	\$45.00	\$71.00	X	
R42931-398-1040	MILLER LIFE ESTATE, PEGGY J & WILLIAM	0.07	ALL	0.07	100.0%	0	\$4.71	\$0.00	\$4.71	\$148.23	\$152.94	\$26.00	\$45.00	\$71.00	X	
S6330-00-00034-0	MILLER LIFE ESTATE, PEGGY J & WILLIAM	0.12	ALL	0.12	100.0%	972	\$4.71	\$129.98	\$134.69	\$18.25	\$152.94	\$26.00	\$45.00	\$71.00	X	
S6330-00-00030-0	MILLER, MICHAEL S & ELIZABETH A MILLER	0.19	ALL	0.19	100.0%	0	\$4.71	\$0.00	\$4.71	\$148.23	\$152.94	\$26.00	\$45.00	\$71.00		
R42931-379-0720	MOORE JR, PHILIP E	6.28	122825.6	2.82	44.9%	9,620	\$138.30	\$1,287.11	\$1,425.40	\$0.00	\$1,425.40	\$242.32	\$45.00	\$287.32		
S6330-00-00017-0	MORGAN, WENDY A	0.33	ALL	0.33	100.0%	1,442	\$4.71	\$192.97	\$197.68	\$0.00	\$197.68	\$33.61	\$45.00	\$78.61		
R32936-313-4610	MORPHEW ALICIA & MORPHEW KAROL	14.62	ALL	14.62	100.0%	13,603	\$717.15	\$1,819.96	\$2,537.12	\$0.00	\$2,537.12	\$431.31	\$45.00	\$476.31	X	
S7120-00-00003-0	MURPHY, NICHOLAS & AMANDA MURPHY	4.77	37572.5	0.86	18.1%	3,051	\$42.31	\$408.18	\$450.48	\$0.00	\$450.48	\$76.58	\$45.00	\$121.58		
S7120-00-00033-2	NAPOLI, MICHAEL & ELIZABETH NAPOLI	1.48	ALL	1.48	100.0%	9,063	\$72.53	\$1,212.54	\$1,285.07	\$0.00	\$1,285.07	\$218.46	\$45.00	\$263.46		
S7775-00-00004-0	NEHRING, NADJA S & MICHAEL P NEHRING	0.09	ALL	0.09	100.0%	1,213	\$4.71	\$162.30	\$167.01	\$0.00	\$167.01	\$28.39	\$45.00	\$73.39	X	
R32936-230-2620	NEWMAN, MELISSA	32.30	ALL	32.30	100.0%	18,952	\$1,584.05	\$2,535.71	\$4,119.75	\$0.00	\$4,119.75	\$700.36	\$45.00	\$745.36	X	
R32936-256-1620	NEWMAN, PAUL & MELISSA D NEWMAN	2.25	ALL	2.25	100.0%	9,691	\$110.41	\$1,296.55	\$1,406.96	\$0.00	\$1,406.96	\$239.18	\$45.00	\$284.18	X	
S7775-02-00007-0	NEWNAM, RAY C & JULIE L NEWNAM	0.39	ALL	0.39	100.0%	4,641	\$4.71	\$620.99	\$625.70	\$0.00	\$625.70	\$106.37	\$45.00	\$151.37		
S6330-00-00073-0	NISQUALLY DEVELOPEMENT GROUP, LLC	0.16	ALL	0.16	100.0%	0	\$4.71	\$0.00	\$4.71	\$148.23	\$152.94	\$26.00	\$45.00	\$71.00	X	
S6330-00-00074-0	NISQUALLY DEVELOPEMENT GROUP, LLC	0.16	ALL	0.16	100.0%	0	\$4.71	\$0.00	\$4.71	\$148.23	\$152.94	\$26.00	\$45.00	\$71.00		
S6330-00-00075-0	NISQUALLY DEVELOPEMENT GROUP, LLC	0.16	ALL	0.16	100.0%	60	\$4.71	\$8.07	\$12.78	\$140.16	\$152.94	\$26.00	\$45.00	\$71.00	X	
S6330-00-00076-0	NISQUALLY DEVELOPEMENT GROUP, LLC	0.16	ALL	0.16	100.0%	117	\$4.71	\$15.65	\$20.36	\$132.58	\$152.94	\$26.00	\$45.00	\$71.00	X	
S6330-00-00077-0	NISQUALLY DEVELOPEMENT GROUP, LLC	0.16	ALL	0.16	100.0%	0	\$4.71	\$0.00	\$4.71	\$148.23	\$152.94	\$26.00	\$45.00	\$71.00		
S6330-00-00078-0	NISQUALLY DEVELOPEMENT GROUP, LLC	0.15	ALL	0.15	100.0%	0	\$4.71	\$0.00	\$4.71	\$148.23	\$152.94	\$26.00	\$45.00	\$71.00	X	

Parcel No.	Name	Lot Size (GIS acres)	Area in Basin (SF)	Area in Basin (acres)	% Of Lot in Basin	Imperv. Area (SF)	Area Charge	Impervious Area Charge	Total Charge	Adjustment if min. at \$152.94	Total Capital Charge	Adj. Ann. Capital Charge	Annual O&M & Admin.	Total Annual Charge (including O&M)	Dwelling on Lot	COMMENTS
S7775-00-00009-0	O'HOGAN, JEROME M	0.09	ALL	0.09	100.0%	1,235	\$4.71	\$165.27	\$169.98	\$0.00	\$169.98	\$28.90	\$45.00	\$73.90	X	
S7775-00-00005-0	O'MERA, CHERYL VADSET & KELLY MAT	0.19	ALL	0.19	100.0%	3,078	\$4.71	\$411.79	\$416.50	\$0.00	\$416.50	\$70.80	\$45.00	\$115.80		
S6330-00-00063-0	PEACOCK, SUSAN L	0.20	ALL	0.20	100.0%	2,372	\$4.71	\$317.29	\$322.00	\$0.00	\$322.00	\$54.74	\$45.00	\$99.74	X	
S7120-00-00031-0	PENNY, OLIVER NATE & STACY LEE PEN	2.19	95337.2	2.19	99.8%	5,354	\$107.35	\$716.29	\$823.64	\$0.00	\$823.64	\$140.02	\$45.00	\$185.02		
S6330-00-00007-0	RABIN, KEVIN W & KELLY J RABIN	0.43	ALL	0.43	100.0%	4,076	\$4.71	\$545.37	\$550.08	\$0.00	\$550.08	\$93.51	\$45.00	\$138.51		
S6330-00-00072-0	RITZNER, SUSAN LEE	0.16	ALL	0.16	100.0%	1,376	\$4.71	\$184.03	\$188.74	\$0.00	\$188.74	\$32.09	\$45.00	\$77.09		
R32936-197-4610	ROBERTS, TANDI L	39.21	1004670.1	23.06	58.8%	12,666	\$1,131.24	\$1,694.57	\$2,825.81	\$0.00	\$2,825.81	\$480.39	\$45.00	\$525.39	X	
R32936-228-4610	ROBERTS, TANDI L	9.96	ALL	9.96	100.0%	0.00	\$488.30	\$0.00	\$488.30	\$0.00	\$488.30	\$83.01	\$45.00	\$128.01		
R32936-164-4210	ROBERTS, TANDI L	9.92	125767.4411	2.89	29.1%	0.00	\$141.61	\$0.00	\$141.61	\$11.33	\$152.94	\$26.00	\$45.00	\$71.00		
R32936-164-4900	ROBERTS, TANDI L	9.96	22285.98445	0.51	5.3%	0.00	\$25.09	\$0.00	\$25.09	\$127.85	\$152.94	\$26.00	\$45.00	\$71.00		
S6330-00-00066-0	ROBINSON, ANTHONY L & LAUREN MCC	0.49	ALL	0.49	100.0%	3,589	\$4.71	\$480.18	\$484.89	\$0.00	\$484.89	\$82.43	\$45.00	\$127.43	X	
S6330-00-00061-0	ROGERS, KATHERINE & TIMOTHY PEITS	0.20	ALL	0.20	100.0%	24	\$4.71	\$3.26	\$7.97	\$144.97	\$152.94	\$26.00	\$45.00	\$71.00	X	
S6330-00-00060-0	ROGERS, KATHERINE P & TIMOTHY J PE	0.34	ALL	0.34	100.0%	2,162	\$4.71	\$289.30	\$294.01	\$0.00	\$294.01	\$49.98	\$45.00	\$94.98	X	
R42931-315-0110	SALAMIYAH HOLDINGS LLC	1.00	ALL	1.00	100.0%	4,407	\$49.24	\$589.65	\$638.89	\$0.00	\$638.89	\$108.61	\$45.00	\$153.61	X	
S7775-02-00006-0	SCHILLE, MARY A	0.15	ALL	0.15	100.0%	876	\$4.71	\$117.20	\$121.91	\$31.03	\$152.94	\$26.00	\$45.00	\$71.00	X	
S7775-00-00008-0	SHEPARD, LISA M	0.09	ALL	0.09	100.0%	1,246	\$4.71	\$166.67	\$171.38	\$0.00	\$171.38	\$29.13	\$45.00	\$74.13	X	
R32936-100-1650	SHULTS, ANTHONY J & PATRICIA L LEFF	9.51	108763.2	2.50	26.2%	4,156	\$122.46	\$556.10	\$678.56	\$0.00	\$678.56	\$115.36	\$45.00	\$160.36		
R32936-100-2300	SHULTS, ANTHONY J & PATRICIA L LEFF	9.79	203370.5	4.67	47.7%	14,179	\$228.99	\$1,897.07	\$2,126.06	\$0.00	\$2,126.06	\$361.43	\$45.00	\$406.43		
S7775-02-00002-0	SLINDEN, LYNAE M	0.25	ALL	0.25	100.0%	216	\$4.71	\$28.93	\$33.63	\$119.31	\$152.94	\$26.00	\$45.00	\$71.00	X	
R42931-468-1040	SMITH TRUSTEE, TIMOTHY ALAN & ANIT	0.20	ALL	0.20	100.0%	3,262	\$4.71	\$436.47	\$441.18	\$0.00	\$441.18	\$75.00	\$45.00	\$120.00	X	
S6330-00-00029-0	SMITH, CLARK L & MERRY L SMITH	0.13	5762.7	0.13	100.1%	1,641	\$4.71	\$219.58	\$224.29	\$0.00	\$224.29	\$38.13	\$45.00	\$83.13		
R32936-154-1350	SMITH, STEPHEN R / REBECCA A	0.86	ALL	0.86	100.0%	7,953	\$42.13	\$1,064.09	\$1,106.21	\$0.00	\$1,106.21	\$188.06	\$45.00	\$233.06	X	
S7120-00-00033-1	SOKOLOSKY, ALLAN & SHEILA SOKOLO	2.67	ALL	2.67	100.0%	9,840	\$130.83	\$1,316.47	\$1,447.31	\$0.00	\$1,447.31	\$246.04	\$45.00	\$291.04		
R42931-398-0930	STEWART JR, JAMES R & RUTH STEWA	0.05	ALL	0.05	100.0%	0	\$4.71	\$0.00	\$4.71	\$148.23	\$152.94	\$26.00	\$45.00	\$71.00	X	
S6330-00-00021-0	STEWART JR, JAMES R & RUTH STEWA	0.18	ALL	0.18	100.0%	1,857	\$4.71	\$248.43	\$253.14	\$0.00	\$253.14	\$43.03	\$45.00	\$88.03		
R42931-398-0710	STILES, JAY C	0.24	ALL	0.24	100.0%	456	\$4.71	\$61.00	\$65.71	\$87.24	\$152.94	\$26.00	\$45.00	\$71.00	X	
S6330-00-00008-0	STILES, JAY C	0.35	ALL	0.35	100.0%	4,702	\$4.71	\$629.10	\$633.81	\$0.00	\$633.81	\$107.75	\$45.00	\$152.75		
S6330-00-00064-0	TAYLOR, ANNA	0.16	ALL	0.16	100.0%	241	\$4.71	\$32.24	\$36.95	\$115.99	\$152.94	\$26.00	\$45.00	\$71.00	X	
R42931-407-1350	TIMOTHY S ANDERSEN CREDIT TAX SHE	0.11	ALL	0.11	100.0%	2,138	\$4.71	\$286.02	\$290.73	\$0.00	\$290.73	\$49.42	\$45.00	\$94.42		
S6330-00-00045-0	TIMOTHY S ANDERSEN CREDIT TAX SHE	0.14	ALL	0.14	100.0%	4,864	\$4.71	\$650.81	\$655.52	\$0.00	\$655.52	\$111.44	\$45.00	\$156.44	X	
S6330-00-00014-0	TUREK, STEVE T	0.31	ALL	0.31	100.0%	4,881	\$4.71	\$653.02	\$657.73	\$0.00	\$657.73	\$111.81	\$45.00	\$156.81	X	
S6330-00-00056-0	VADSET, BYRON J	0.10	4393.8	0.10	97.6%	2,634	\$4.71	\$352.34	\$357.05	\$0.00	\$357.05	\$60.70	\$45.00	\$105.70		

Parcel No.	Name	Lot Size (GIS acres)	Area in Basin (SF)	Area in Basin (acres)	% Of Lot in Basin	Imperv. Area (SF)	Area Charge	Impervious Area Charge	Total Charge	Adjustment if min. at \$152.94	Total Capital Charge	Adj. Ann. Capital Charge	Annual O&M & Admin.	Total Annual Charge (including O&M)	Dwelling on Lot	COMMENTS
S6330-00-00012-0	VADSET, BYRON J & FREDRICA W VADS	0.15	ALL	0.15	100.0%	97	\$4.71	\$12.99	\$17.70	\$135.24	\$152.94	\$26.00	\$45.00	\$71.00		
S6330-00-00027-0	VADSET, TOMALYN K	0.24	ALL	0.24	100.0%	1,717	\$4.71	\$229.74	\$234.45	\$0.00	\$234.45	\$39.86	\$45.00	\$84.86	X	
R42931-469-1150	WADUM, SUSAN CHASE & JULIA CHASE	0.32	ALL	0.32	100.0%	7,501	\$4.71	\$1,003.64	\$1,008.35	\$0.00	\$1,008.35	\$171.42	\$45.00	\$216.42	X	
S6330-00-00031-0	WATKINS, GAYLE R	0.12	ALL	0.12	100.0%	714	\$4.71	\$95.47	\$100.18	\$52.76	\$152.94	\$26.00	\$45.00	\$71.00	X	
S7775-00-00017-0	WEBER JTWROS, DANIEL J & LAURIE A C	0.14	5987.8	0.14	99.7%	2,114	\$4.71	\$282.77	\$287.48	\$0.00	\$287.48	\$48.87	\$45.00	\$93.87	X	
S7775-00-00010-0	WEBER, DANIEL J	0.09	ALL	0.09	100.0%	1,239	\$4.71	\$165.82	\$170.53	\$0.00	\$170.53	\$28.99	\$45.00	\$73.99		
S6330-00-00042-0	WELLINGTON FAHEY, ALEXANDER ROBE	0.14	ALL	0.14	100.0%	1,787	\$4.71	\$239.04	\$243.74	\$0.00	\$243.74	\$41.44	\$45.00	\$86.44	X	
S6330-00-00041-0	WELLINGTON-WEIGLT, MARIA & ASHLEY	0.11	ALL	0.11	100.0%	283	\$4.71	\$37.90	\$42.61	\$110.33	\$152.94	\$26.00	\$45.00	\$71.00	X	
R42931-466-0920	WELLS, MICHAEL E & MARIA AMANDA W	0.27	11924.8	0.27	100.1%	4,277	\$4.71	\$572.22	\$576.93	\$0.00	\$576.93	\$98.08	\$45.00	\$143.08	X	
R42931-474-0150	WEXLER, LEE J & FARA R & TRUSTEES	1.30	ALL	1.30	100.0%	9,559	\$63.99	\$1,278.97	\$1,342.96	\$0.00	\$1,342.96	\$228.30	\$45.00	\$273.30	X	
R3296-236-3640	WHIDBEY CAMANO LAND TRUST	21.06	ALL	21.06	100.0%	0	\$1,032.77	\$0.00	\$1,032.77	\$0.00	\$1,032.77	\$175.57	\$45.00	\$220.57	X	
S6330-00-00016-0	WHOBREY, HARRY E & JILL C SHELER	0.23	9955.5	0.23	100.1%	2,531	\$4.71	\$338.67	\$343.38	\$0.00	\$343.38	\$58.37	\$45.00	\$103.37		
R42931-478-1260	WILLIAMS, HENRY M & LISA T WILLIAMS	0.07	ALL	0.07	100.0%	2,860	\$4.71	\$382.61	\$387.32	\$0.00	\$387.32	\$65.84	\$45.00	\$110.84	X	
R42931-482-1240	WILLIAMS, HENRY M & LISA T WILLIAMS	0.20	ALL	0.20	100.0%	5,242	\$4.71	\$701.32	\$706.03	\$0.00	\$706.03	\$120.02	\$45.00	\$165.02		
S6330-00-00044-0	WILSON, JEFFREY & LISA WILSON	0.14	ALL	0.14	100.0%	146	\$4.71	\$19.48	\$24.19	\$128.75	\$152.94	\$26.00	\$45.00	\$71.00	X	
S6330-00-00052-0	WILSON, JEFFREY & LISA WILSON	0.10	4468.7	0.10	99.3%	2,439	\$4.71	\$326.36	\$331.07	\$0.00	\$331.07	\$56.28	\$45.00	\$101.28		
S7775-02-00023-0	WILSON, JOHN L & MARY SUSAN WILSO	0.12	ALL	0.12	100.0%	37	\$4.71	\$4.98	\$9.69	\$143.26	\$152.94	\$26.00	\$45.00	\$71.00		
S7775-02-00024-0	WILSON, JOHN L & MARY SUSAN WILSO	0.09	ALL	0.09	100.0%	566	\$4.71	\$75.75	\$80.46	\$72.48	\$152.94	\$26.00	\$45.00	\$71.00		
S7775-00-00003-0	WITTENMYER TRUSTEE, WILLIAM CLAR	0.13	ALL	0.13	100.0%	2,678	\$4.71	\$358.33	\$363.03	\$0.00	\$363.03	\$61.72	\$45.00	\$106.72		
S7775-02-00019-0	ZHENG TRUSTEE, HONGLIU & XIAO YU T	0.12	ALL	0.12	100.0%	127	\$4.71	\$16.98	\$21.69	\$131.25	\$152.94	\$26.00	\$45.00	\$71.00	X	
S7775-02-00027-0	ZHENG TRUSTEE, HONGLIU & XIAO YU T	0.41	ALL	0.41	100.0%	6,989	\$4.71	\$935.10	\$939.80	\$0.00	\$939.80	\$159.77	\$45.00	\$204.77		

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF AMENDING ISLAND COUNTY CODE 15.01,)
MARSHALL DRAINAGE BASIN STORMWATER MANAGEMENT)
PROGRAM, ADOPTING THE MARSHALL DRAINAGE BASIN)
PLAN, ADOPTING ISLAND COUNTY CODE 15.02, STORM AND)
SURFACE WATER UTILITY ORDINANCE, AND AMENDING)
ISLAND COUNTY CODE 16.14C, COUNTY ENVIRONMENTAL)
POLICY)

C-106-95

ORDINANCE NO. R-55-95

WHEREAS, Island County previously adopted Ordinance R-12-95 on April 3, 1995, codified as Chapter 15.01, Island County Code, regarding the establishment of the "Marshall Drainage Basin Stormwater Management Program;" and

WHEREAS, it is necessary to amend Ordinance R-12-95, Sections 15.01.010 and 15.01.030 ICC, to clarify the purpose and authority of the Board of County Commissioners; and

WHEREAS, the County has prepared a Stormwater Management Plan pursuant to Ordinance R-12-95 to address stormwater management issues in the Marshall Drainage Basin, which plan recommends capital improvements to mitigate the effects of stormwater runoff, including but not limited to flooding, in the Marshall Drainage Basin; and

WHEREAS, the Storm & Surface Water Utility Ordinance must be added to the list of adopted ordinances under Section 16.14C.160.d.3 ICC, the County Environmental Policy; and

WHEREAS, the County finds that each owner of a parcel of real property within the Marshall Drainage Basin should pay for a pro rata share of the costs of constructing, operating, maintaining, repairing, improving and replacing drainage facilities described in the Marshall Drainage Basin Plan in accordance with that plan and based upon the amount that run-off from a particular parcel exceeds the amount of run-off that would occur if the parcel were not developed; and

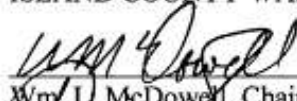
WHEREAS, the County finds that the intensity of development on all parcels of real property, including the square footage of impervious surface area, is an appropriate and reasonable basis for determining a particular parcel's contribution to the problem of storm and surface water run-off;

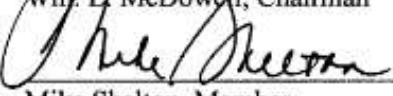
NOW THEREFORE BE IT HEREBY ORDAINED that Island County Code Chapter 15.01, Sections 15.01.010 and 15.01.030 and Island County Code Chapter 16.14C.160 d.3 are amended to read as contained on the attached "Exhibit A"; that the Marshall Drainage Basin Stormwater Management Plan as contained on the attached "Exhibit B" is adopted; and that Island County Code Chapter 15.02 as contained on the attached "Exhibit C" is hereby adopted. Material interlineated is deleted and material underlined is added.


C-106-95

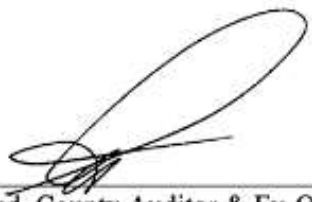
REVIEWED this day of 27th day of November, 1995 and set for public hearing on the 18th day of December, 1995, at 7:00 p.m. at Senior Services of Island County (Bayview).

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON


Wm. L. McDowell, Chairman

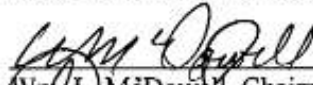

Mike Shelton, Member

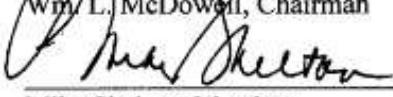

Tom Shaughnessy, Member

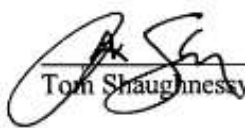

Attest:
Art Hyland, County Auditor & Ex-Officio
Clerk of the Board


ORDINANCE R-55-95 is adopted this 1^{PM} day of DECEMBER, 1995,
following public hearing.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON


Wm. L. McDowell, Chairman


Mike Shelton, Member


Tom Shaughnessy, Member


Attest:
Art Hyland, County Auditor & Ex-Officio
Clerk of the Board

APPROVED AS TO FORM:

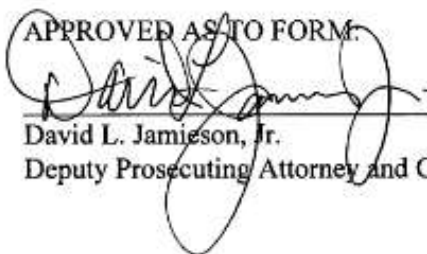

David L. Jamieson, Jr.
Deputy Prosecuting Attorney and Code Reviser



EXHIBIT A

ICC 15.01.010 Purpose. The purpose of this ordinance is to establish a stormwater management program and create a method to fund stormwater control facilities. The Stormwater Management Program will encompass the Marshall Drainage Basin within the area described below:

Section 36, Township 29 North, Range 3 East, Willamette Meridian; together with Section 31, Township 29 North, Range 4 East, Willamette Meridian; together with the South Half (S1/2) of Section 30, Township 29 North, Range 4 East, Willamette Meridian, all situated in Island County, Washington.

The stormwater management program is established pursuant to Chapter 36.89 Revised Code of Washington (RCW) to promote and protect the public health, safety, and welfare, and to minimize property damage from storm, flood or surplus water, as well as gain citizen involvement to solve stormwater management problems. Financing of this stormwater management program will be under separate ordinance. A Marshall Drainage Basin Study will be used to determine which properties, within the above described area, lie within the Marshall Drainage Basin and would derive benefit from stormwater control facilities and/or contribute to stormwater runoff. Owners of those properties, so determined, will pay funds to finance the Marshall Drainage Basin Stormwater Management Program.

ICC 15.01.030 Program Creation and Authority. Island County hereby creates a specific drainage basin stormwater management program ~~within the unincorporated area of Island County. The Stormwater Management Utility will encompass the Marshall Drainage Basin within to serve the Marshall Drainage Basin, which~~ encompasses the area described below:

Section 36, Township 29 North, Range 3 East, Willamette Meridian; together with Section 31, Township 29 North, Range 4 East, Willamette Meridian; together with the South Half (S1/2) of Section 30, Township 29 North, Range 4 East, Willamette Meridian, all situated in Island County, Washington.

ICC 16.14C.160 d.3. is hereby amended to read as follows:

The county adopts by reference the policies in the following county codes, ordinances, resolutions, and plans, as currently adopted or hereafter amended:

Rules and Regulations of the Island County Board of Health pertaining to health, welfare, and sanitation

Land Development Standards Ordinance

Entry Permits Ordinance

Entry Permits Ordinance

Franchises for Use of County Rights-of-Way Ordinance

Standards for Water Systems Ordinance

Building Code

Flood Damage Prevention Ordinance

PRD/Subdivision Ordinance

Short Subdivision and Boundary Line Adjustment Ordinance

Site Plan Review Ordinance

Historic Preservation Districts Ordinance

Shoreline Management Ordinance and Shoreline Management Master Program
and Master Program Use Requirements

Zoning Ordinance

Comprehensive Plan, including all plans and programs incorporated by reference
therein

Storm and Surface Water Utility Ordinance

EXHIBIT B

RECEIVED

SEP 13 1995

ISLAND COUNTY
ENGINEERING DEPT.

ISLAND COUNTY
MARSHALL DRAINAGE
BASIN PLAN

September 1995

Prepared by:

HAMMOND, COLLIER & WADE - LIVINGSTONE ASSOCIATES, INC.
4010 Stone Way North
Seattle, Washington 98103-8090
(206) 632-2664



EXHIBIT C

Chapter 15.02 Storm and Surface Water Utility

Section

Section 15.02.010	Purpose and Intent.
Section 15.02.020	Definitions.
Section 15.02.030	Potential Hazard Declared; Utility Created.
Section 15.02.040	Marshall Drainage Basin Storm and Surface Water System.
Section 15.02.050	Property Transferred to Stormwater Program.
Section 15.02.060	Utility Administered by Department of Public Works.
Section 15.02.070	System of Charges.
Section 15.02.080	Measurement of Impervious Surface Area.
Section 15.02.090	Billing and Collection.
Section 15.02.100	Mitigation of System Impact; Developer Contributions.
Section 15.02.110	Storm and Surface Water Utility Accounting.
Section 15.02.120	Regulation and Administration.
Section 15.02.130	Appeals to Hearing Examiner.
Section 15.02.140	Penalties, Enforcement.
Section 15.02.150	Director Authority to Promulgate Rules.
Section 15.02.160	Permits.
Section 15.02.170	Unlawful Discharges Monitored; Director's Emergency Authority.
Section 15.02.180	Connection Fees.
Section 15.02.190	Severability.
Section 15.02.200	Effective Date.

Section 15.02.010 Purpose and Intent.

a. The County finds that real property in the Marshall Drainage Basin contributes to a common drainage problem resulting from storm and surface water run-off; that all real property in the Marshall Drainage Basin will benefit from mitigation of the destructive forces and/or general nuisance, as well as the correction of health and safety hazards created by excessive stormwater runoff; and that improvements in the Marshall Drainage Basin are necessary to promote public health, safety and welfare.

b. The County has adopted a Stormwater Management Program pursuant to Ordinance R-12-95 to address stormwater management issues in the Marshall Drainage Basin and has developed the Marshall Drainage Basin Plan, which recommends capital improvements needed to mitigate the effects of stormwater runoff, including but not limited to flooding, in the Marshall Drainage Basin.

c. Based on the Marshall Drainage Basin Plan, which is on file with the County Department of Public Works and is hereby incorporated herein by this reference, the County has determined that property, businesses and residents within the Marshall Drainage Basin will benefit

from and/or will receive service from the improvements described in the Marshall Drainage Basin Plan.

d. The County finds that each owner of a parcel of real property within the Marshall Drainage Basin should pay for a pro rata share of the cost of constructing, operating, maintaining, repairing, improving and replacing drainage facilities described in the Marshall Drainage Basin Plan in accordance with that plan.

e. The County finds that Maintenance & Operation ("M & O") charges are necessary for the ongoing administration of the Utility created by this Chapter, as well as for the inspection and maintenance of surface water facilities. The Marshall Drainage Basin Plan recommended specific maintenance frequencies and an initial annual maintenance cost, as one component of the M & O charge. In addition to those maintenance costs, administrative costs for managing Utility operations include activities such as billing, accounting and periodic review and adjustment of the utility rate, which costs are included in the M & O charges.

f. The County finds that the intensity of development on all parcels of real property, including the square footage of impervious surface area, is an appropriate and reasonable basis for determining a particular parcel's contribution to the problem of storm and surface water run-off.

g. The Utility created in this Chapter shall include only such systems or programs created by the County and does not provide for a County-wide system of rates and charges.

Section 15.02.020 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

a. "Impervious Surface" shall mean any area that either prevents or retards water from entering into the soil mantle as it did under natural conditions before development, and/or any surface area that causes water to run off the surface in greater quantities or at an increased rate of flow than existed under natural conditions before development. Common Impervious Surfaces include, but are not limited to, roofs, concrete or asphalt paving, walkways, patios, driveways, parking lots or storage areas, and oiled, macadam or other surfaces that similarly impede the natural entry of surface water into the soil.

b. "Parcel" shall mean the smallest separately segregated unit or plot of land having an identified owner, identified boundaries, and surface area documented for tax purposes and given a tax account (lot) number by the Island County Assessor. The term "Parcel" shall not include tracts of land that are no more than 25 feet wide at their widest point and are also too narrow to be developed under applicable laws.

c. "Storm and surface water facility" shall mean any component of the County storm and surface water system.

d. "Utility" or "System" shall mean the Marshall Drainage Basin Program created pursuant to Ordinance No. R-12-95 and the Marshall Drainage Basin Plan developed to implement the Program, and such other systems and plans as may be added from time to time.

Section 15.02.030 Potential Hazard Declared; Utility Created

The Board of County Commissioners finds and declares that absent effective regulation and control, existing storm and surface water drainage conditions in the County constitute a potential hazard to health, safety and property of County inhabitants. Therefore, the County hereby creates a storm and surface water utility to mitigate these potential hazards. The Utility hereby created shall not be a County-wide utility, and this chapter does not provide for a County-wide system of rates and charges. The Utility created pursuant to this chapter shall only include such systems and programs as the County may create from time to time.

Section 15.02.040 Marshall Drainage Basin Storm and Surface Water System.

The Utility created pursuant to this chapter includes the Marshall Drainage Basin Program. The boundaries of the Marshall Drainage Basin are described in the Marshall Drainage Basin Plan on file in the Department of Public Works. The boundaries and features of the Marshall Drainage Basin are also reflected on maps included in the Marshall Drainage Basin Plan. The Marshall Drainage Basin System shall include all property, property interests, physical and intangible rights of every kind or nature owned or held by the County, however acquired, insofar as they relate to or concern storm or surface water affecting the Marshall Drainage Basin, further including without limitation all such property, interests and rights the County has acquired by adverse possession or by prescription, directly or through another, in and to the drainage or storage facilities, or both, of storm or surface waters, or both, through, under or over land, landforms, watercourses, sloughs, streams, ponds, rivers, lakes, or swamps, all beginning, in each case or instance at a point where storm or surface waters first enter the Marshall Drainage Basin System and ending in each case or instance at a point where such storm or surface waters exit from the Marshall Drainage Basin System, and in area to the full extent of inundation caused by any storm or flood conditions affecting the Marshall Drainage Basin.

Section 15.02.050 Property Transferred to Stormwater Program.

The Director of Public Works may specify and value certain facilities that serve the Marshall Drainage Basin. In addition, for purposes of RCW 43.09.210, any such facilities are hereby transferred to the System and are subject to the administration of the Department of Public Works in accordance with this chapter and the Marshall Drainage Basin Stormwater Program adopted under Ordinance R-12-95.

Section 15.02.060 Utility Administered by Department of Public Works.

The Utility shall be administered by the Department of Public Works in such a manner as the Board of County Commissioners shall provide by ordinance or by resolution. The failure to pass or adopt such a resolution shall not affect the validity of this Chapter.

Section 15.02.070 System of Charges.

a. The County hereby imposes the following system of charges on Parcels of real property within the County located within the Marshall Drainage Basin and that benefit from or are served by the County storm and surface water system. The charges are found to be reasonable and necessary to fund administration, planning, design, construction, operation, maintenance, repair, improvement, and replacement of all existing and future storm and surface water facilities, including the accumulation of reserves and the retirement of any associated debt. The charges below are in accordance with the Marshall Drainage Basin Plan and are based on Parcel size and Impervious Surface area.

1a. Parcels of less than one-half acre with a dwelling unit shall pay a one-time, capital charge of \$1,915.59 in 1996.

1b. As an alternative to Section 1a., above, Parcels of less than one-half acre with a dwelling unit shall pay an annual capital charge of \$162.83 per year, as such charge may be adjusted from time to time.

2a. Parcels of less than one-half acre without a dwelling unit shall pay a one-time capital charge of \$1,129.41 in 1996.

2b. As an alternative to Section 2a., above, Parcels of less than one-half acre without a dwelling unit shall pay an annual capital charge of \$96 per year, as such charge may be adjusted from time to time.

3. All other Parcels shall be charged in accordance with the Marshall Drainage Basin Plan based on an area capital charge of \$199.66 per acre and an Impervious Surface area capital charge of \$23,028.01 per acre, which charges shall be due and paid in full in 1996. However, in lieu of the one-time capital charges described in this section, owners of such Parcels shall make annual capital charge payments in accordance with the Marshall Drainage Basin Plan, as such charges may be adjusted from time to time.

4. All capital charges imposed by this chapter shall be due and payable in accordance with the due dates for property taxes and must be paid in accordance with the timing of the property owner's payment of such taxes. For example, if property taxes are paid in full by the date for property tax payment for the first half of the year, the charges imposed by this chapter shall be paid in full at that time. If a Parcel owner pays one-half of that owner's property taxes by the due date for property taxes for the first half of the year, one-half of the charges imposed under this chapter shall be paid at that time. The payment of the remaining half of such charges, if applicable, shall be made by the due date for property taxes payable during the second half of the year.

5. The minimum total annual capital charge or the minimum one-time capital charge for any Parcel in the Marshall Drainage Basin shall be \$96 per year or \$1,129.41, respectively. The maximum annual capital charge or the maximum one-time capital charge shall be \$400 per year or \$4,705.88, respectively. Such charges may be adjusted from time to time.

Section 15.02.070 System of Charges.

a. The County hereby imposes the following system of charges on Parcels of real property within the County located within the Marshall Drainage Basin and that benefit from or are served by the County storm and surface water system. The charges are found to be reasonable and necessary to fund administration, planning, design, construction, operation, maintenance, repair, improvement, and replacement of all existing and future storm and surface water facilities, including the accumulation of reserves and the retirement of any associated debt. The charges below are in accordance with the Marshall Drainage Basin Plan and are based on Parcel size and Impervious Surface area.

1a. Parcels of less than one-half acre with a dwelling unit shall pay a one-time, capital charge of \$1,915.59 in 1996.

1b. As an alternative to Section 1a., above, Parcels of less than one-half acre with a dwelling unit shall pay an annual capital charge of \$162.83 per year, as such charge may be adjusted from time to time.

2a. Parcels of less than one-half acre without a dwelling unit shall pay a one-time capital charge of \$1,129.41 in 1996.

2b. As an alternative to Section 2a., above, Parcels of less than one-half acre without a dwelling unit shall pay an annual capital charge of \$96 per year, as such charge may be adjusted from time to time.

3. All other Parcels shall be charged in accordance with the Marshall Drainage Basin Plan based on an area capital charge of \$199.66 per acre and an Impervious Surface area capital charge of \$23,028.01 per acre, which charges shall be due and paid in full in 1996. However, in lieu of the one-time capital charges described in this section, owners of such Parcels shall make annual capital charge payments in accordance with the Marshall Drainage Basin Plan, as such charges may be adjusted from time to time.

4. All capital charges imposed by this chapter shall be due and payable in accordance with the due dates for property taxes and must be paid in accordance with the timing of the property owner's payment of such taxes. For example, if property taxes are paid in full by the date for property tax payment for the first half of the year, the charges imposed by this chapter shall be paid in full at that time. If a Parcel owner pays one-half of that owner's property taxes by the due date for property taxes for the first half of the year, one-half of the charges imposed under this chapter shall be paid at that time. The payment of the remaining half of such charges, if applicable, shall be made by the due date for property taxes payable during the second half of the year.

5. The minimum total annual capital charge or the minimum one-time capital charge for any Parcel in the Marshall Drainage Basin shall be \$96 per year or \$1,129.41, respectively. The maximum annual capital charge or the maximum one-time capital charge shall be \$400 per year or \$4,705.88, respectively. Such charges may be adjusted from time to time.

designee shall reclassify property for purposes of the charges imposed pursuant to this chapter based on relevant changes in the characteristics of the property. For purposes of carrying out the requirements of this chapter, the Director of Public Works or the director's designee is hereby granted a right of entry to private property, provided that the owner of such property consents to the entry.

Section 15.02.090 Billing and Collection.

a. Storm and surface water utility charges for each Parcel of real property within the County for which charges are imposed ~~shall~~^{may} be included in annual property tax statements in accordance with RCW 84.56.035. Payment shall be made in accordance with this chapter and instructions included in the statements. Any Parcels that do not receive annual property tax statements will receive a separate bill for charges imposed pursuant to this chapter.

b. Delinquent storm and surface water utility charges shall bear interest as provided in RCW 36.89.092 at the rate of 12 percent per annum or such rate as may hereafter be authorized by law, computed on a monthly basis from the date of delinquency until paid. Interest shall be calculated at the rate in effect at the time of payment of the charges regardless of the rate in effect when the charges were first delinquent.

c. The County shall have a lien for delinquent storm and surface water utility charges, including interest thereon, against any property subject to storm and surface water utility charges. The lien shall be superior to all other liens and encumbrances except general taxes and local and special assessments. Such lien shall be effective and shall be enforced and foreclosed in the same manner as provided for sewerage systems of cities and towns by RCW 35.67.200 through 35.67.290, except that the storm and surface water utility charge lien shall be effective for a total not to exceed one year's delinquent storm and surface water utility charges without the necessity of any writing or recording of the lien with the County records and elections division, as provided for in RCW 36.89.093, in lieu of the provisions provided for in RCW 35.67.210.

d. If payment is received for a combined property tax and the surface water utility bill and that payment is less than the sum of the total property taxes and surface water utility charges due, unless the Parcel owner specifies otherwise, the payment shall be applied first to property taxes owed on the parcel pursuant to chapter 84.56 RCW. Any remaining amounts shall be applied to surface water utility charges.

Section 15.02.100 Mitigation of System Impact; Developer Contributions.

The Department of Public Works is hereby authorized to require mitigation of impacts on storm water drainage facilities pursuant to this chapter and consistent with the Marshall Drainage Basin Plan. The Department of Public Works is authorized to request payment of a fair and equitable pro-rata portion of specific off-site storm and surface water drainage improvements necessitated by new development. Such mitigation of off-site impacts shall be made in addition to any other County requirements for on-site improvements. When a developer is required to finance completely off-site storm or surface water drainage facilities, the County will enter into a reimbursement agreement with the developer. All developer payments shall be placed in a separate

revenue account for the storm and surface water utility, earmarked for specific projects or improvements, and used solely for such purposes.

Section 15.02.110 Storm and Surface Water Utility Accounting.

The County hereby establishes a fund in the office of the Island County Treasurer to carry out the purposes of this Chapter. All money that the County receives pursuant to this chapter shall be segregated, credited and deposited to the credit of the Utility. The money deposited shall be expended only for administering, operating, maintaining or improving storm and surface water drainage facilities, including all or any part of the cost of planning, designing, financing, acquiring, constructing, maintaining, repairing, replacing, improving or operating present or future storm and surface water drainage facilities owned by the Utility. Money shall not be transferred to any other fund of the County except to pay for expenses directly attributable to the Utility.

Section 15.02.120 Regulation and Administration.

The Director of Public Works or the director's designee is hereby authorized to administer the provisions of this chapter unless duties are otherwise delegated herein. The Director of Public Works is hereby authorized and directed to formulate any rules and regulations consistent with this chapter and necessary for its proper administration by the officials of the Department of Public Works.

Section 15.02.130 Appeals to Hearing Examiner.

a. Any property owner who disputes the amount of a charge imposed on that owner's property pursuant to this chapter or who disputes a determination made by or on behalf of the County pursuant to and by authority of this chapter that directly affects that owner's property may petition the County hearing examiner for a hearing on a revision or modification of such determination in accordance with the provisions of this Chapter. The property owner shall submit the petition in writing no later than 20 days after having been billed for such charge or after having been notified of such determination. Such petition shall be filed with the hearing examiner upon payment of the disputed charge and a fee of \$25. The petition shall identify the property, describe all improvements or proposed improvements, and allege specific errors in a charge or the basis for the challenge to a determination. The petitioner shall have the burden of demonstrating that a charge or determination is in error. For purposes of this subsection, notice of a determination shall be effective upon the date of mailing, postage prepaid to the address of the petitioner. An adjustment to charges shall only be allowed from and after the billing date of the charges contested. The hearing shall be conducted in accordance with the provisions of this Chapter and Chapter 16.13 ICC. In the event of a conflict between this Chapter and Chapter 16.13, the provisions of this Chapter shall control. Pending a hearing and final decision, the owner shall pay all current charges. Failure to pay current charges shall result in dismissal of the appeal by the hearing examiner.

b. Upon receiving such a petition, the hearing examiner shall schedule a hearing within 30 days. Notice of the hearing shall be provided to the petitioner at least 10 days prior to the hearing. Following the hearing, a decision shall be made by the hearing examiner and the petitioner shall be notified by mail within 30 days.

c. All decisions of the hearing examiner shall be based on applicable guidelines for storm and surface water drainage rate appeals as amended, to be established by the Department of Public Works. Such guidelines, and amendments thereto, shall be effective upon their publication in a newspaper of general circulation in the County.

d. Nothing in this chapter shall be construed to grant any right of judicial review that did not exist in law before the passage of this chapter. The decision of the hearing examiner shall be final and binding. A writ of review must be sought in the superior court, if at all, by an aggrieved party or person within 14 calendar days of the date the decision was mailed.

Section 15.02.140 Penalties, Enforcement.

a. Civil. Any violation of this chapter shall be an infraction, and any person found in violation thereof shall be subject to a penalty not to exceed \$250 per day.

b. Criminal. Any intentional violation of the provisions of this chapter shall be a misdemeanor, and any person found guilty thereof shall be punished by a fine not to exceed \$500 per day or imprisonment not to exceed 90 days or by both such fine and imprisonment.

c. Penalties not exclusive. The penalties authorized above shall not be exclusive. The Director of Public Works is authorized to take such emergency measures as are necessary to ensure compliance with this chapter. Violation of the provisions of this chapter may give rise to such other remedies or action necessary to carry out the purposes of this chapter.

Section 15.02.150 Director's Authority to Promulgate Rules.

The Director of Public Works or the director's designee shall develop administrative procedures to implement this chapter and impose and collect service charges, including but not limited to procedures for filing liens and initiating foreclosure against property for which surface and stormwater utility charges are on delinquent accounts and the collection of the debt service portion of the service charge in areas that annex or incorporate.

Section 15.02.160. Permits.

Permits are hereby required for any person:

a. To construct, install, place, or attempt to construct, install, or place any storm or surface drainage structure or facility within the Marshall Drainage Basin. Every person desiring to construct or install any storm or surface water facility, whether on private or public property, shall apply to the Department of Public Works for a permit prior to commencing work on such project. Such applications shall be made on forms provided by the department prior to commencing work on such project and shall include all information as may be required by the department. The application shall be approved by the Director of Public Works or the director's designee, prior to construction, provided that such construction or installation complies with all County ordinances, regulations and other controls or standards. Each application submitted to the Department of Public

Works shall be accompanied by payment for a construction permit fee in an amount established by the Board of County Commissioners. In addition to the other penalties that may be provided by law, failure to obtain such a permit will result in the fees being doubled. Such fees shall defray part of the cost of inspections and plan reviews required by the County prior to and during the construction of storm and surface water drainage facilities. All such fees shall be placed in a separate revenue account for the Utility. This section shall not be construed to duplicate any other existing County requirements.

b. To discharge or in any way release or contribute to pollution, including but not limited to sediment in any storm or surface water run-off that enters into storm and surface water facilities within the Marshall Drainage Basin. The determination of whether a Parcel is contributing pollutants to storm or surface water run-off will be made by the Department of Public Works, using American Public Health Association 1980 Standard Methods for the Examination of Water and Waste Water, Fifteenth Edition, as amended, to identify one or more of the pollutants listed by the Environmental Protection Agency in Water Quality Documents published at 45 FR 79318 (November 28, 1980), as amended or replaced, or in Water Quality Standards for Surface Waters of the State (ch. 173-201A WAC) or in Dangerous Waste Regulations (ch. 173-303 WAC) or in other regulations that the County may adopt from time to time by resolution. Copies of all such documents are filed with the Department of Public Works. If the owner of a Parcel of real property within the Marshall Drainage Basin, or any other person occupying or using such Parcel, is determined to be contributing pollutants to storm or surface water run-off, the owner shall be required to obtain a pollution discharge permit. Applications for such permits must be made by the owner to the Department of Public Works on forms provided by the department and must be accompanied with payment of the pollution discharge permit fee. The pollution discharge permit fee shall be established by the Board of County Commissioners. Such fees shall cover part of the cost of water quality monitoring and enforcement. All such fees shall be placed in a separate revenue account.

Section 15.02.170 Unlawful Discharges Monitored; Director's Emergency Authority.

If the owner of a Parcel within the Marshall Drainage Basin, or any other person occupying or conducting any activity on a Parcel, is found to be contributing pollutants in amounts that exceed criteria established by the Environmental Protection Agency in Quality Criteria for Water published in 1976, as amended or replaced, or by the State Department of Ecology in Water Quality Standards for Surface Waters of the State (ch. 173-201A WAC) or in Dangerous Waste Regulations (ch. 173-303 WAC) or in other regulations that the County may adopt from time to time by resolution, the owner of the Parcel from which the pollutant is discharged shall be required to pay, in addition to the standard pollutant discharge fee, and other penalties or fines provided by law, any additional costs associated with the continual monitoring of discharges from such a Parcel necessary to ensure that standards are not being violated. The Department of Public Works is hereby authorized to monitor and assess the owner of a Parcel of real property contributing pollutants in excess of standards as set forth above for the period, after each separate incident in which standards for pollutant discharges are exceeded, to ensure that standards are not being violated. The Department of Public Works is hereby authorized to exercise all lawful enforcement powers of the County and to take emergency measures deemed necessary by the Director of Public Works.

Section 15.02.180 Connection Fees.

Connection fees shall be assessed against an owner of real property at the time of issuance of a development permit for any on-site storm or surface water drainage structure or facilities that attach or connect to, or otherwise drain into, the system of drainage facilities as defined in Section 15.02.040 of this Chapter or when any additional surface or storm water run-off is generated and delivered or transported in any way to the Marshall Drainage Basin System. The connection fees shall be established by the Board of County Commissioners and shall recognize the imposition of capital facilities charges under Section 15.02.070 of this chapter.

Section 15.02.190 Severability.

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of this chapter and the application of the provisions to other persons or circumstances shall not be affected.

Section 15.02.200 Effective Date.

This chapter shall take effect and be in force 30 days from and after its enactment by the Board of Commissioners of Island County, Washington.

Administrative only

C-106-95

ART

ISLAND COUNTY**MARSHALL DRAINAGE BASIN - SERVICE CHARGE LIST****Total Project Cost (excluding O&M) \$635,000.00**

RECEIVED

DEC 18 1995

ISLAND COUNTY
ENGINEERING DEPT.

County REET Fund \$47,032.69

County Road Fund \$191,634.25

County Contribution \$238,666.95

Total Parcel Utility Charge Contribution \$396,333.05

*Includes \$30 O&M Charge

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S7775-02-00012	ABHOLD, LEON H	\$1,129.41	\$126.00
S7775-02-00011	ABHOLD, LEON L	\$1,915.59	\$192.83
S7775-02-00015	AMICK, SCOTT G	\$1,915.59	\$192.83
S6330-00-00053	ANDERSON, ARNIE J	\$1,915.59	\$192.83
R32936-213-2300	ANDERSON, DON E	\$4,705.88	\$430.00
R32936-247-2280	ANDERSON, DON E	\$4,668.89	\$426.86
R32936-230-2970	ANDERSON, DONALD	\$2,333.22	\$228.32
R32936-295-2970	ANDERSON, DONALD	\$1,846.87	\$186.98
R32936-168-2280	ANDERSON, DONALD E	\$1,996.61	\$199.71
S7775-02-00009	ARNOLD, ELIZABETH A	\$1,915.59	\$192.83
S7775-02-00005	ARNOLD, ROBERT	\$1,915.59	\$192.83
S7775-02-00008	ARNOLD, ROBERT E	\$1,915.59	\$192.83
S7775-02-00019	AYLER, FRANCES	\$1,129.41	\$126.00
S7775-02-00027	AYLER, MARVIN E & AYLER, FRANCES O	\$1,915.59	\$192.83
R32936-377-4290	BASRAK, THEODORE	\$4,705.88	\$430.00
S7775-00-00001	BELL, JACK & PAMELA (PENNY)	\$1,915.59	\$192.83
R42931-493-1300	BELL, JACK W	\$1,129.41	\$126.00
S6330-00-00054	BIGLEY, CHARLES P	\$1,915.59	\$192.83
R32936-181-2970	BLACK, JAMES E	\$1,129.41	\$126.00
S7775-02-00004	BLACKBURN, STEPHEN L & BLACKBURN, CATHERINE N	\$1,915.59	\$192.83
S7775-02-00025	BROWN, JOY A	\$1,915.59	\$192.83
S6330-00-00034	BROWN, LISA M	\$1,915.59	\$192.83
R32936-264-1680	BURROUGHS, HORACE K ET AL	\$1,129.41	\$126.00
R32936-332-2340	BURROUGHS, HORACE K ET AL	\$1,514.09	\$158.70
R32936-335-1700	BURROUGHS, HORACE K ET AL	\$1,129.41	\$126.00
S7775-02-00010	CALLAGHAN, NANCY LEA	\$1,129.41	\$126.00
R42931-474-1270	CARDWELL, THOMAS R	\$1,915.59	\$192.83
S6330-00-0000E	CASCADE	\$1,129.41	\$126.00
S6330-00-0000A 1	CASCADE VIEW COMMUNITY CLUB	\$1,129.41	\$126.00
S6330-00-0000C	CASCADE VIEW COMMUNITY CLUB	\$4,705.88	\$430.00
S7775-00-00019	CEA, KENNETH G & DARLENE C & WHITE, MARSHA J	\$1,915.59	\$192.83
S7775-00-00020	CHASE, BARBARA J	\$1,915.59	\$192.83
R42931-469-1150	CHASE, LESTER W JR & BARBARA	\$1,915.59	\$192.83
R42931-511-0601	CLARKE, RUTH R	\$4,705.88	\$430.00
R42931-459-1150	COLOMBI, JAMES L	\$1,915.59	\$192.83
R42931-468-1040	COLOMBI, NEVA I	\$1,915.59	\$192.83
R32936-148-3300	COMFORT, CARL C	\$1,836.55	\$186.11

Prepared by HAMMOND, COLLIER AND WADE -
LIVINGSTONE ASSOC. INC.

**ISLAND COUNTY
MARSHALL DRAINAGE BASIN - SERVICE CHARGE LIST**

RECEIVED

DEC 18 1995

ISLAND COUNTY
ENGINEERING DEPT.**Total Project Cost (excluding O&M) \$636,000.00**

County REET Fund \$47,032.69

County Road Fund \$191,634.25

County Contribution \$238,666.95

Total Parcel Utility Charge Contribution \$396,333.05

*Includes \$30 O&M Charge

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
R32936-181-3620	COMFORT, CARL C	\$1,129.41	\$126.00
S6330-00-00040	COOPER, DR GERALD W	\$1,129.41	\$126.00
S6330-00-00030	COOPER, JOHN Q & DE ANNE J	\$1,915.59	\$192.83
S6330-00-00020	COOPER, WILLIAM	\$1,129.41	\$126.00
S6330-00-00031	CURWEN, MARGARET J	\$1,915.59	\$192.83
R42931-494-0230	DAVIES, MICHAEL E & CHERYL	\$1,129.41	\$126.00
S7775-02-00007	DAVIES, MIKE E	\$1,915.59	\$192.83
S7775-02-00013	DAVIS, RICHARD T	\$1,129.41	\$126.00
S7120-00-00003	DEBOER, JOHN, R	\$1,129.41	\$126.00
S7775-02-00018	DELAVERGNE, WILLIAM M & DELAVERGNE, CATHERINE P	\$1,915.59	\$192.83
R32936-459-4630	DNR	\$4,705.88	\$430.00
R32936-117-0970	DODGE, RICHARD K	\$1,129.41	\$126.00
S6330-00-00023	DOLEJS, DOROTHEA T	\$1,915.59	\$192.83
S6330-00-00002	DOWNS, ORAN G	\$1,915.59	\$192.83
S6330-00-00012	DRAGNESS, JOHN C	\$1,129.41	\$126.00
S7775-02-00017	DREW, MICHAEL R	\$1,915.59	\$192.83
S6330-00-00025	DUFFY, BERNARD H	\$1,915.59	\$192.83
S6330-00-00029	DUFFY, JAMES W	\$1,915.59	\$192.83
R32936-235-1650	DYNES, LARRY	\$4,704.18	\$429.85
R32936-278-4950	ELLIOTT, HARRY L	\$3,747.28	\$348.52
S7775-00-00004	ENLOE, PATRICK E	\$1,915.59	\$192.83
S7120-00-00030	EVANS, RICHARD R	\$1,129.41	\$126.00
R42931-482-1240	FILIBECK, CLIFFORD P	\$1,915.59	\$192.83
S6330-00-00009	FREITAS, CANDIDO	\$1,915.59	\$192.83
S6330-00-00011	FREITAS, CANDIDO	\$1,915.59	\$192.83
R42931-453-0550	FREITAS, CANDIO & KAREN	\$1,129.41	\$126.00
R32936-422-3300	GAGE, LLOYD & MARILYN A	\$1,129.41	\$126.00
R32936-359-3310	GAGE, LLOYD T & MARILYN A	\$1,586.26	\$164.83
S6330-00-00042	GILBERT, WILLIAM R	\$1,915.59	\$192.83
R32936-375-4800	GISWOLD, ROBERT M	\$2,243.69	\$220.71
R32936-375-5100	GISWOLD, ROBERT M	\$2,085.10	\$207.23
R42931-460-1050	GOEHNER, ALBERT F	\$1,129.41	\$126.00
R42931-454-0940	GOEHNER, CHRIST	\$1,915.59	\$192.83
S6330-00-00019	GROSS, GARY A	\$1,129.41	\$126.00
S6330-00-00035	GROVES, LINDA J	\$1,915.59	\$192.83
R42931-407-1350	HAFERKORN-HOUK, VIRGINIA	\$1,915.59	\$192.83
S6330-00-00045	HAFERKORN-HOUK, VIRGINIA	\$1,129.41	\$126.00
S6330-00-0000A 2	HAGSTROM, DENIS	\$1,129.41	\$126.00

Prepared by HAMMOND, COLLIER AND WADE -
LIVINGSTONE ASSOC., INC.

SERVCHRG XI S

Page 2 of 6

**ISLAND COUNTY
MARSHALL DRAINAGE BASIN - SERVICE CHARGE LIST****Total Project Cost (excluding O&M) \$635,000.00**

County REET Fund \$47,032.69

County Road Fund \$191,634.25

County Contribution \$238,666.95

Total Parcel Utility Charge Contribution \$396,333.05

*Includes \$30 O&M Charge

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S6330-00-0000A 3	HAGSTROM, DENIS	\$1,915.59	\$192.83
R42931-511-0606	HALLGRIMSON, CYNTHIA K	\$4,705.88	\$430.00
S7120-00-0000A	HIGHLAND MEADOWS COMM. CLUB	\$1,129.41	\$126.00
S6330-00-00043	HOLDAL, IVAN	\$1,129.41	\$126.00
S6330-00-00039	HOLDAL, IVAN H	\$1,915.59	\$192.83
R42931-315-0110	JOHNSON, DAVID C	\$1,129.41	\$126.00
R42931-315-0330	JOHNSON, DAVID C	\$1,129.41	\$126.00
R32936-256-1620	JOHNSON, MELISSA D	\$4,705.88	\$430.00
R32936-154-1350	JOHNSON, MURRAY & CHRISDY L	\$1,129.41	\$126.00
R32936-154-1680	JOHNSON, MURRAY & CHRISDY L	\$3,957.78	\$366.41
S6330-00-00055	KAMINS, KATHLEEN J	\$1,915.59	\$192.83
S6330-00-00036	KAUL, BETTY J	\$1,915.59	\$192.83
S7775-02-00022	KIEFER, DOUGLAS D	\$1,915.59	\$192.83
R42931-511-0605	KNOWLES, C	\$4,705.88	\$430.00
R42931-511-0604	KNOWLES, J	\$4,705.88	\$430.00
S6330-00-00004	LAMBERT, WAYNE A	\$1,915.59	\$192.83
R42931-404-1360	LARSON, D MICHAEL	\$1,915.59	\$192.83
S6330-00-00046	LARSON, MICHAEL D & SUE C	\$1,915.59	\$192.83
S7775-00-00016	LINDER, HELEN M	\$1,915.59	\$192.83
S7775-00-00017	LIVINGSTONE, BRUCE	\$1,915.59	\$192.83
S7775-00-00003	LORENSEN, THOMAS J	\$1,915.59	\$192.83
S7120-00-00022	LUCAS, MARIE C	\$4,705.88	\$430.00
S6330-00-00060	LUND, PAUL	\$1,915.59	\$192.83
S6330-00-00065	LUND, PAUL D	\$1,129.41	\$126.00
S7775-02-00020	LYNCH, JOHN P & LYNNE D	\$1,915.59	\$192.83
S6330-00-00021	MACGREGOR, DAVID B	\$1,915.59	\$192.83
S6330-00-00051	MALECKI, MICHAEL J	\$1,915.59	\$192.83
S6330-00-00003	MALONE, DENICE C	\$1,915.59	\$192.83
R42931-458-0210	MAST, ROBERT E	\$4,705.88	\$430.00
R42931-468-1270	MATHISON, ROBERT J III & MATHISON, JOANNE MARIE	\$1,915.59	\$192.83
S6330-00-00007	MATTENS, DAVID M & MICHELSEN, DIANE I	\$1,915.59	\$192.83
S6330-00-00059	MATTENS, DAVID M & MICHELSEN, DIANE I	\$1,129.41	\$126.00
S6330-00-00017	MATTSON, WENDY A & NORDSTROM, DANIEL H	\$1,915.59	\$192.83
S7120-00-00025	MCPAHON, MICHAEL S	\$3,205.14	\$302.44
R32936-210-1650	MCVAY, CALLAHAN C	\$3,163.49	\$298.90

ISLAND COUNTY

MARSHALL DRAINAGE BASIN - SERVICE CHARGE LIST

Total Project Cost (excluding O&M) \$636,000.00

County REET Fund \$47,032.69

County Road Fund \$191,634.25

County Contribution \$238,666.95

Total Parcel Utility Charge Contribution \$396,333.05

*Includes \$30 O&M Charge

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S6330-00-00013	MILLER, FLORENCE L, TRUSTEE U/W ROBERT E MILLER	\$1,915.59	\$192.83
S7775-00-00007	MOORE, JOHN W	\$1,915.59	\$192.83
R42931-379-0720	MOORE, PHILLIP E JR	\$4,705.88	\$430.00
R32936-313-4610	MORPHEW, KAROL M	\$4,705.88	\$430.00
R42931-466-0920	MORROW, JOHN W	\$1,915.59	\$192.83
S7120-00-00031	NEUMANN, RONALD R	\$1,129.41	\$126.00
S7775-00-00009	O'HOGAN, JEROME M.	\$1,915.59	\$192.83
S6330-00-00028	ODONNELL, DORIS H	\$1,915.59	\$192.83
S6330-00-00061	OLKONEN, EVERT E	\$1,129.41	\$126.00
S6330-00-00072	OSHERSKY, ALLEN J	\$1,915.59	\$192.83
R32936-345-4610	PALMER, MADEIRA D	\$4,111.20	\$379.45
R42931-351-0440	PAUL, DAVID L	\$4,705.88	\$430.00
S7775-00-00011	PAUL, DAVID L	\$1,129.41	\$126.00
S7775-00-00012	PAUL, DAVID L	\$1,129.41	\$126.00
S7775-00-00013	PAUL, DAVID L	\$1,915.59	\$192.83
S7775-00-00014	PAUL, DAVID L	\$1,129.41	\$126.00
S7775-00-00015	PAUL, DAVID L	\$1,129.41	\$126.00
S7775-02-00002	PAVEY, C J	\$1,129.41	\$126.00
S7775-02-00003	PAVEY, C J	\$1,129.41	\$126.00
S6330-00-00063	POLONKO, JACQUELINE & EILEEN	\$1,915.59	\$192.83
R32936-197-4610	ROBERTS, TANDI L	\$4,705.88	\$430.00
R32936-263-3640	RUTHFORD, ELIZABETH B	\$4,292.71	\$394.88
S7775-00-00018	SANDERS, CARL J	\$1,915.59	\$192.83
S6330-00-00044	SANKEY, ROBERT W	\$1,129.41	\$126.00
S6330-00-00052	SANKEY, ROBERT W & HAROLD P	\$1,915.59	\$192.83
R32936-070-2281	SCATTERED ACRES TREE FARM	\$4,705.88	\$430.00
R32936-076-3010	SCATTERED ACRES TREE FARM	\$2,579.36	\$249.25
R32936-100-1652	SCATTERED ACRES TREE FARM	\$4,705.88	\$430.00
S7775-02-00006	SCHILLE, MARY A	\$1,915.59	\$192.83
S6330-00-00016	SHELER, JILL C & WHOBREY, HARRY E	\$1,915.59	\$192.83
S6330-00-00010	SHELTON, CHARLES E	\$1,129.41	\$126.00
R42931-455-1280	SIMMONS, MELVIN	\$1,129.41	\$126.00
S6330-00-00071	SIMMONS, PAUL L	\$1,915.59	\$192.83
S7120-00-00032	SLOAN, MARSHA	\$1,129.41	\$126.00
S6330-00-00066	SMITH, CHARLOTTE A	\$1,915.59	\$192.83
S6330-00-00067	SMITH, CHARLOTTE A	\$1,129.41	\$126.00
S6330-00-00068	SMITH, CHARLOTTE A	\$1,915.59	\$192.83

ISLAND COUNTY

MARSHALL DRAINAGE BASIN - SERVICE CHARGE LIST

Total Project Cost (excluding O&M) \$635,000.00

County REET Fund \$47,032.69

County Road Fund \$191,634.25

County Contribution \$238,666.95

Total Parcel Utility Charge Contribution \$396,333.05

*Includes \$30 O&M Charge

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S6330-00-00062	SMITH, HENRY A & RIVERSON-SMITH, BARBARA J	\$1,915.59	\$192.83
S7120-00-00033-1	SMITH, MARK A	\$4,012.19	\$371.04
S7120-00-00033-2	SMITH, MARK A	\$4,103.76	\$378.82
S6330-00-00027	SMITH, TERRY G	\$1,129.41	\$126.00
S6330-00-00005	SMULLIN, RONALD D & SHIRLEY R	\$1,915.59	\$192.83
S6330-00-00038	STARK, DIANA M	\$1,129.41	\$126.00
S6330-00-00037	STARK, DIANE M	\$1,915.59	\$192.83
S6330-00-00057	STARK, HELEN	\$1,915.59	\$192.83
S6330-00-00069	STARK, HELEN	\$1,129.41	\$126.00
R42931-462-1280	STASNEY, CLARENCE V	\$1,915.59	\$192.83
S6330-00-00008	STILES, JAY C	\$1,915.59	\$192.83
S6330-00-00073	TAYLOR, PAUL D	\$1,129.41	\$126.00
S6330-00-00074	TAYLOR, PAUL D	\$1,129.41	\$126.00
S6330-00-00075	TAYLOR, PAUL D	\$1,129.41	\$126.00
S6330-00-00076	TAYLOR, PAUL D	\$1,129.41	\$126.00
S6330-00-00077	TAYLOR, PAUL D	\$1,129.41	\$126.00
S6330-00-00078	TAYLOR, PAUL D	\$1,129.41	\$126.00
S7775-02-00001	THOMPSON, JEAN M	\$1,915.59	\$192.83
S6330-00-00064	TIEMAN, SAUNDRA L	\$1,129.41	\$126.00
S6330-00-00014	TUREK, STEVE T	\$1,915.59	\$192.83
R32936-098-3640	UNFRED, LELAND R/MARIAN L	\$1,129.41	\$126.00
S6330-00-00056	VADSET, BYRON J	\$1,915.59	\$192.83
S7775-00-00005	VADSET, EDWIN C JR	\$1,915.59	\$192.83
R42931-458-0930	VAN ANTWERP, ROBERT	\$1,915.59	\$192.83
S7120-00-00024	VARNER, CHARLES R	\$3,286.97	\$309.39
R42931-511-0607	WALTZ, A	\$4,705.88	\$430.00
R42931-511-0600	WALTZ, MARY R	\$4,705.88	\$430.00
R42931-511-0603	WALTZ, MARY R	\$4,705.88	\$430.00
R42931-511-0602	WALTZ, R JR	\$4,705.88	\$430.00
S6330-00-00032	WATKINS, JO ANN	\$1,915.59	\$192.83
S6330-00-00033	WATKINS, JO ANN	\$1,129.41	\$126.00
S7775-00-00010	WEBER, DANIEL J	\$1,915.59	\$192.83
S6330-00-00041	WEIGELT, CLARENCE E	\$1,129.41	\$126.00
R42931-474-0150	WEXLER, LEE J & FARA R	\$4,705.88	\$430.00
S6330-00-00058	WHEELER, STEPHEN & LUCINDA A	\$1,129.41	\$126.00
S7775-00-00008	WHITE, SARAH J	\$1,915.59	\$192.83
R32936-187-1620	WILDER, DAVID & DUNN, BARBARA M	\$3,983.47	\$368.59
S7775-02-00023	WILSON, JOHN L	\$1,129.41	\$126.00

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**ISLAND COUNTY
MARSHALL DRAINAGE BASIN - SERVICE CHARGE LIST****Total Project Cost (excluding O&M) \$636,000.00**

County REET Fund \$47,032.69

County Road Fund \$191,634.25

County Contribution \$238,666.95

Total Parcel Utility Charge Contribution \$396,333.05

*Includes \$30 O&M Charge

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S7775-02-00024	WILSON, JOHN L	\$1,915.59	\$192.83

Total # of Parcels: 186**\$396,333.05**

**ISLAND COUNTY
MARSHALL DRAINAGE BASIN - SERVICE CHARGE LIST****Total Project Cost (excluding O&M) \$635,000.00****County REET Fund \$47,032.69****County Road Fund \$191,634.25****County Contribution \$238,666.95****Total Parcel Utility Charge Contribution \$396,333.05**

*Includes \$30 O&M Charge

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S7775-02-00012	ABHOLD, LEON H	\$1,129.41	\$126.00
S7775-02-00011	ABHOLD, LEON L	\$1,915.59	\$192.83
S7775-02-00015	AMICK, SCOTT G	\$1,915.59	\$192.83
S6330-00-00053	ANDERSON, ARNIE J	\$1,915.59	\$192.83
R32936-213-2300	ANDERSON, DON E	\$4,705.88	\$430.00
R32936-247-2280	ANDERSON, DON E	\$4,668.89	\$426.86
R32936-230-2970	ANDERSON, DONALD	\$2,333.22	\$228.32
R32936-295-2970	ANDERSON, DONALD	\$1,846.87	\$186.98
R32936-168-2280	ANDERSON, DONALD E	\$1,996.61	\$199.71
S7775-02-00009	ARNOLD, ELIZABETH A	\$1,915.59	\$192.83
S7775-02-00005	ARNOLD, ROBERT	\$1,915.59	\$192.83
S7775-02-00008	ARNOLD, ROBERT E	\$1,915.59	\$192.83
S7775-02-00019	AYLER, FRANCES	\$1,129.41	\$126.00
S7775-02-00027	AYLER, MARVIN E & AYLER, FRANCES O	\$1,915.59	\$192.83
R32936-377-4290	BASRAK, THEODORE	\$4,705.88	\$430.00
S7775-00-00001	BELL, JACK & PAMELA (PENNY)	\$1,915.59	\$192.83
R42931-493-1300	BELL, JACK W	\$1,129.41	\$126.00
S6330-00-00054	BIGLEY, CHARLES P	\$1,915.59	\$192.83
R32936-181-2970	BLACK, JAMES E	\$1,129.41	\$126.00
S7775-02-00004	BLACKBURN, STEPHEN L & BLACKBURN, CATHERINE N	\$1,915.59	\$192.83
S7775-02-00025	BROWN, JOY A	\$1,915.59	\$192.83
S6330-00-00034	BROWN, LISA M	\$1,915.59	\$192.83
R32936-264-1680	BURROUGHS, HORACE K ET AL	\$1,129.41	\$126.00
R32936-332-2340	BURROUGHS, HORACE K ET AL	\$1,514.09	\$158.70
R32936-335-1700	BURROUGHS, HORACE K ET AL	\$1,129.41	\$126.00
S7775-02-00010	CALLAGHAN, NANCY LEA	\$1,129.41	\$126.00
R42931-474-1270	CARDWELL, THOMAS R	\$1,915.59	\$192.83
S6330-00-0000E	CASCADE	\$1,129.41	\$126.00
S6330-00-0000A 1	CASCADE VIEW COMMUNITY CLUB	\$1,129.41	\$126.00
S6330-00-0000C	CASCADE VIEW COMMUNITY CLUB	\$4,705.88	\$430.00
S7775-00-00019	CEA, KENNETH G & DARLENE C & WHITE, MARSHA J	\$1,915.59	\$192.83
S7775-00-00020	CHASE, BARBARA J	\$1,915.59	\$192.83
R42931-469-1150	CHASE, LESTER W JR & BARBARA	\$1,915.59	\$192.83
R42931-511-0601	CLARKE, RUTH R	\$4,705.88	\$430.00
R42931-459-1150	COLOMBI, JAMES L	\$1,915.59	\$192.83
R42931-468-1040	COLOMBI, NEVA I	\$1,915.59	\$192.83
R32936-148-3300	COMFORT, CARL C	\$1,836.55	\$186.11

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LIVINGSTONE ASSOC., INC.**

**ISLAND COUNTY
MARSHALL DRAINAGE BASIN - SERVICE CHARGE LIST****Total Project Cost (excluding O&M) \$636,000.00****County REET Fund \$47,032.69****County Road Fund \$191,634.25****County Contribution \$238,666.95****Total Parcel Utility Charge Contribution \$396,333.05**

*Includes \$30 O&M Charge

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
R32936-181-3620	COMFORT, CARL C	\$1,129.41	\$126.00
S6330-00-00040	COOPER, DR GERALD W	\$1,129.41	\$126.00
S6330-00-00030	COOPER, JOHN Q & DE ANNE J	\$1,915.59	\$192.83
S6330-00-00020	COOPER, WILLIAM	\$1,129.41	\$126.00
S6330-00-00031	CURWEN, MARGARET J	\$1,915.59	\$192.83
R42931-494-0230	DAVIES, MICHAEL E & CHERYL	\$1,129.41	\$126.00
S7775-02-00007	DAVIES, MIKE E	\$1,915.59	\$192.83
S7775-02-00013	DAVIS, RICHARD T	\$1,129.41	\$126.00
S7120-00-00003	DEBOER, JOHN, R	\$1,129.41	\$126.00
S7775-02-00018	DELAVERGNE, WILLIAM M & DELAVERGNE, CATHERINE P	\$1,915.59	\$192.83
R32936-459-4630	DNR	\$4,705.88	\$430.00
R32936-117-0970	DODGE, RICHARD K	\$1,129.41	\$126.00
S6330-00-00023	DOLEJS, DOROTHEA T	\$1,915.59	\$192.83
S6330-00-00002	DOWNS, ORAN G	\$1,915.59	\$192.83
S6330-00-00012	DRAGNESS, JOHN C	\$1,129.41	\$126.00
S7775-02-00017	DREW, MICHAEL R	\$1,915.59	\$192.83
S6330-00-00025	DUFFY, BERNARD H	\$1,915.59	\$192.83
S6330-00-00029	DUFFY, JAMES W	\$1,915.59	\$192.83
R32936-235-1650	DYNES, LARRY	\$4,704.18	\$429.85
R32936-278-4950	ELLIOTT, HARRY L	\$3,747.28	\$348.52
S7775-00-00004	ENLOE, PATRICK E	\$1,915.59	\$192.83
S7120-00-00030	EVANS, RICHARD R	\$1,129.41	\$126.00
R42931-482-1240	FILIBECK, CLIFFORD P	\$1,915.59	\$192.83
S6330-00-00009	FREITAS, CANDIDO	\$1,915.59	\$192.83
S6330-00-00011	FREITAS, CANDIDO	\$1,915.59	\$192.83
R42931-453-0550	FREITAS, CANDIO & KAREN	\$1,129.41	\$126.00
R32936-422-3300	GAGE, LLOYD & MARILYN A	\$1,129.41	\$126.00
R32936-359-3310	GAGE, LLOYD T & MARILYN A	\$1,586.26	\$164.83
S6330-00-00042	GILBERT, WILLIAM R	\$1,915.59	\$192.83
R32936-375-4800	GISWOLD, ROBERT M	\$2,243.69	\$220.71
R32936-375-5100	GISWOLD, ROBERT M	\$2,085.10	\$207.23
R42931-460-1050	GOEHNER, ALBERT F	\$1,129.41	\$126.00
R42931-454-0940	GOEHNER, CHRIST	\$1,915.59	\$192.83
S6330-00-00019	GROSS, GARY A	\$1,129.41	\$126.00
S6330-00-00035	GROVES, LINDA J	\$1,915.59	\$192.83
R42931-407-1350	HAFERKORN-HOUK, VIRGINIA	\$1,915.59	\$192.83
S6330-00-00045	HAFERKORN-HOUK, VIRGINIA	\$1,129.41	\$126.00
S6330-00-0000A 2	HAGSTROM, DENIS	\$1,129.41	\$126.00

**Prepared by HAMMOND, COLLIER AND WADE -
LIVINGSTONE ASSOC., INC.**

ISLAND COUNTY**MARSHALL DRAINAGE BASIN - SERVICE CHARGE LIST****Total Project Cost (excluding O&M) \$635,000.00****County REET Fund \$47,032.69****County Road Fund \$191,634.25****County Contribution \$238,666.95****Total Parcel Utility Charge Contribution \$396,333.05**

*Includes \$30 O&M Charge

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S6330-00-0000A 3	HAGSTROM, DENIS	\$1,915.59	\$192.83
R42931-511-0606	HALLGRIMSON, CYNTHIA K	\$4,705.88	\$430.00
S7120-00-0000A	HIGHLAND MEADOWS COMM. CLUB	\$1,129.41	\$126.00
S6330-00-00043	HOLDAL, IVAN	\$1,129.41	\$126.00
S6330-00-00039	HOLDAL, IVAN H	\$1,915.59	\$192.83
R42931-315-0110	JOHNSON, DAVID C	\$1,129.41	\$126.00
R42931-315-0330	JOHNSON, DAVID C	\$1,129.41	\$126.00
R32936-256-1620	JOHNSON, MELISSA D	\$4,705.88	\$430.00
R32936-154-1350	JOHNSON, MURRAY & CHRISDY L	\$1,129.41	\$126.00
R32936-154-1680	JOHNSON, MURRAY & CHRISDY L	\$3,957.78	\$366.41
S6330-00-00055	KAMINS, KATHLEEN J	\$1,915.59	\$192.83
S6330-00-00036	KAUL, BETTY J	\$1,915.59	\$192.83
S7775-02-00022	KIEFER, DOUGLAS D	\$1,915.59	\$192.83
R42931-511-0605	KNOWLES, C	\$4,705.88	\$430.00
R42931-511-0604	KNOWLES, J	\$4,705.88	\$430.00
S6330-00-00004	LAMBERT, WAYNE A	\$1,915.59	\$192.83
R42931-404-1360	LARSON, D MICHAEL	\$1,915.59	\$192.83
S6330-00-00046	LARSON, MICHAEL D & SUE C	\$1,915.59	\$192.83
S7775-00-00016	LINDER, HELEN M	\$1,915.59	\$192.83
S7775-00-00017	LIVINGSTONE, BRUCE	\$1,915.59	\$192.83
S7775-00-00003	LORENSEN, THOMAS J	\$1,915.59	\$192.83
S7120-00-00022	LUCAS, MARIE C	\$4,705.88	\$430.00
S6330-00-00060	LUND, PAUL	\$1,915.59	\$192.83
S6330-00-00065	LUND, PAUL D	\$1,129.41	\$126.00
S7775-02-00020	LYNCH, JOHN P & LYNNE D	\$1,915.59	\$192.83
S6330-00-00021	MACGREGOR, DAVID B	\$1,915.59	\$192.83
S6330-00-00051	MALECKI, MICHAEL J	\$1,915.59	\$192.83
S6330-00-00003	MALONE, DENICE C	\$1,915.59	\$192.83
R42931-458-0210	MAST, ROBERT E	\$4,705.88	\$430.00
R42931-468-1270	MATHISON, ROBERT J III & MATHISON, JOANNE MARIE	\$1,915.59	\$192.83
S6330-00-00007	MATTENS, DAVID M & MICHELSEN, DIANE I	\$1,915.59	\$192.83
S6330-00-00059	MATTENS, DAVID M & MICHELSEN, DIANE I	\$1,129.41	\$126.00
S6330-00-00017	MATTSON, WENDY A & NORDSTROM, DANIEL H	\$1,915.59	\$192.83
S7120-00-00025	MCMAHON, MICHAEL S	\$3,205.14	\$302.44
R32936-210-1650	MCVAY, CALLAHAN C	\$3,163.49	\$298.90

Prepared by HAMMOND, COLLIER AND WADE -
LIVINGSTONE ASSOC., INC.

**ISLAND COUNTY
MARSHALL DRAINAGE BASIN - SERVICE CHARGE LIST****Total Project Cost (excluding O&M) \$636,000.00**

County REET Fund \$47,032.69

County Road Fund \$191,634.25

County Contribution \$238,666.95

Total Parcel Utility Charge Contribution \$396,333.05

*Includes \$30 O&M Charge

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S6330-00-00013	MILLER, FLORENCE L, TRUSTEE U/W ROBERT E MILLER	\$1,915.59	\$192.83
S7775-00-00007	MOORE, JOHN W	\$1,915.59	\$192.83
R42931-379-0720	MOORE, PHILLIP E JR	\$4,705.88	\$430.00
R32936-313-4610	MORPHEW, KAROL M	\$4,705.88	\$430.00
R42931-466-0920	MORROW, JOHN W	\$1,915.59	\$192.83
S7120-00-00031	NEUMANN, RONALD R	\$1,129.41	\$126.00
S7775-00-00009	O'HOGAN, JEROME M.	\$1,915.59	\$192.83
S6330-00-00028	ODONNELL, DORIS H	\$1,915.59	\$192.83
S6330-00-00061	OLKONEN, EVERT E	\$1,129.41	\$126.00
S6330-00-00072	OSHERSKY, ALLEN J	\$1,915.59	\$192.83
R32936-345-4610	PALMER, MADELIA D	\$4,111.20	\$379.45
R42931-351-0440	PAUL, DAVID L	\$4,705.88	\$430.00
S7775-00-00011	PAUL, DAVID L	\$1,129.41	\$126.00
S7775-00-00012	PAUL, DAVID L	\$1,129.41	\$126.00
S7775-00-00013	PAUL, DAVID L	\$1,915.59	\$192.83
S7775-00-00014	PAUL, DAVID L	\$1,129.41	\$126.00
S7775-00-00015	PAUL, DAVID L	\$1,129.41	\$126.00
S7775-02-00002	PAVEY, C J	\$1,129.41	\$126.00
S7775-02-00003	PAVEY, C J	\$1,129.41	\$126.00
S6330-00-00063	POLOKNO, JACQUELINE & EILEEN	\$1,915.59	\$192.83
R32936-197-4610	ROBERTS, TANDI L	\$4,705.88	\$430.00
R32936-263-3640	RUTHFORD, ELIZABETH B	\$4,292.71	\$394.88
S7775-00-00018	SANDERS, CARL J	\$1,915.59	\$192.83
S6330-00-00044	SANKEY, ROBERT W	\$1,129.41	\$126.00
S6330-00-00052	SANKEY, ROBERT W & HAROLD P	\$1,915.59	\$192.83
R32936-070-2281	SCATTERED ACRES TREE FARM	\$4,705.88	\$430.00
R32936-076-3010	SCATTERED ACRES TREE FARM	\$2,579.36	\$249.25
R32936-100-1652	SCATTERED ACRES TREE FARM	\$4,705.88	\$430.00
S7775-02-00006	SCHILLE, MARY A	\$1,915.59	\$192.83
S6330-00-00016	SHELER, JILL C & WHOBREY, HARRY E	\$1,915.59	\$192.83
S6330-00-00010	SHELTON, CHARLES E	\$1,129.41	\$126.00
R42931-455-1280	SIMMONS, MELVIN	\$1,129.41	\$126.00
S6330-00-00071	SIMMONS, PAUL L	\$1,915.59	\$192.83
S7120-00-00032	SLOAN, MARSHA	\$1,129.41	\$126.00
S6330-00-00066	SMITH, CHARLOTTE A	\$1,915.59	\$192.83
S6330-00-00067	SMITH, CHARLOTTE A	\$1,129.41	\$126.00
S6330-00-00068	SMITH, CHARLOTTE A	\$1,915.59	\$192.83

ISLAND COUNTY

MARSHALL DRAINAGE BASIN - SERVICE CHARGE LIST

Total Project Cost (excluding O&M) \$635,000.00

County REET Fund \$47,032.69

County Road Fund \$191,634.25

County Contribution \$238,666.95

Total Parcel Utility Charge Contribution \$396,333.05

*Includes \$30 O&M Charge

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S6330-00-00062	SMITH, HENRY A & RIVERSON-SMITH, BARBARA J	\$1,915.59	\$192.83
S7120-00-00033-1	SMITH, MARK A	\$4,012.19	\$371.04
S7120-00-00033-2	SMITH, MARK A	\$4,103.76	\$378.82
S6330-00-00027	SMITH, TERRY G	\$1,129.41	\$126.00
S6330-00-00005	SMULLIN, RONALD D & SHIRLEY R	\$1,915.59	\$192.83
S6330-00-00038	STARK, DIANA M	\$1,129.41	\$126.00
S6330-00-00037	STARK, DIANE M	\$1,915.59	\$192.83
S6330-00-00057	STARK, HELEN	\$1,915.59	\$192.83
S6330-00-00069	STARK, HELEN	\$1,129.41	\$126.00
R42931-462-1280	STASNEY, CLARENCE V	\$1,915.59	\$192.83
S6330-00-00008	STILES, JAY C	\$1,915.59	\$192.83
S6330-00-00073	TAYLOR, PAUL D	\$1,129.41	\$126.00
S6330-00-00074	TAYLOR, PAUL D	\$1,129.41	\$126.00
S6330-00-00075	TAYLOR, PAUL D	\$1,129.41	\$126.00
S6330-00-00076	TAYLOR, PAUL D	\$1,129.41	\$126.00
S6330-00-00077	TAYLOR, PAUL D	\$1,129.41	\$126.00
S6330-00-00078	TAYLOR, PAUL D	\$1,129.41	\$126.00
S7775-02-00001	THOMPSON, JEAN M	\$1,915.59	\$192.83
S6330-00-00064	TIEMAN, SAUNDRA L	\$1,129.41	\$126.00
S6330-00-00014	TUREK, STEVE T	\$1,915.59	\$192.83
R32936-098-3640	UNFRED, LELAND R/MARIAN L	\$1,129.41	\$126.00
S6330-00-00056	VADSET, BYRON J	\$1,915.59	\$192.83
S7775-00-00005	VADSET, EDWIN C JR	\$1,915.59	\$192.83
R42931-458-0930	VAN ANTWERP, ROBERT	\$1,915.59	\$192.83
S7120-00-00024	VARNER, CHARLES R	\$3,286.97	\$309.39
R42931-511-0607	WALTZ, A	\$4,705.88	\$430.00
R42931-511-0600	WALTZ, MARY R	\$4,705.88	\$430.00
R42931-511-0603	WALTZ, MARY R	\$4,705.88	\$430.00
R42931-511-0602	WALTZ, R JR	\$4,705.88	\$430.00
S6330-00-00032	WATKINS, JO ANN	\$1,915.59	\$192.83
S6330-00-00033	WATKINS, JO ANN	\$1,129.41	\$126.00
S7775-00-00010	WEBER, DANIEL J	\$1,915.59	\$192.83
S6330-00-00041	WEIGELT, CLARENCE E	\$1,129.41	\$126.00
R42931-474-0150	WEXLER, LEE J & FARA R	\$4,705.88	\$430.00
S6330-00-00058	WHEELER, STEPHEN & LUCINDA A	\$1,129.41	\$126.00
S7775-00-00008	WHITE, SARAH J	\$1,915.59	\$192.83
R32936-187-1620	WILDER, DAVID & DUNN, BARBARA M	\$3,983.47	\$368.59
S7775-02-00023	WILSON, JOHN L	\$1,129.41	\$126.00

Prepared by HAMMOND, COLLIER AND WADE -
LIVINGSTONE ASSOC., INC.

**ISLAND COUNTY
MARSHALL DRAINAGE BASIN - SERVICE CHARGE LIST**

Total Project Cost (excluding O&M) \$635,000.00

County REET Fund \$47,032.69

County Road Fund \$191,634.25

County Contribution \$238,666.95

Total Parcel Utility Charge Contribution \$396,333.05

*Includes \$30 O&M Charge

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S7775-02-00024	WILSON, JOHN L	\$1,915.59	\$192.83

Total # of Parcels: 186

\$396,333.05

BRD APP RES C-106-95-MATTER OF AMENDING IS CO
CODE 15.01, MARSHALL DRAINAGE BASIN STORMWATER
MANAGEMENT PROGRAM, ADOPTING THE MARSHALL
DRAINAGE BASIN PLAN, ADOPTING IS CO CODE 15.02,
STORM AND SURFACE WATER UTILTIY ORDINANCE,
AND AMENDING ISLAND CO CODE 16.14C, COUNTY
ENVIRONMENTAL POLICY.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON

IN THE MATTER OF ESTABLISHING)
A STORMWATER MANAGEMENT PROGRAM)
FOR THE MARSHALL DRAINAGE BASIN) ORDINANCE R-12-95
IN UNINCORPORATED ISLAND COUNTY)
WASHINGTON)

WHEREAS, Island County is authorized to provide stormwater management within the unincorporated areas of Island County (pursuant to RCW 36.89) and other areas within the boundaries of Island County as provided by interlocal agreement (pursuant to RCW 39.34); and

WHEREAS, it is in the interest of Island County to promote and protect public safety, private and public property, and the general welfare of the citizens of Island County from the destructive forces and/or general nuisance as well as the health and safety hazards created by excessive stormwater runoff; and

WHEREAS, the citizens in the Marshall Drainage Basin would benefit from mitigation of the destructive forces and/or general nuisance as well as the correction of health and safety hazards created by excessive stormwater runoff as said mitigation would protect public roads and thus allow safe vehicular travel through the Marshall Drainage Basin without impedance due to said runoff; also said mitigation would protect the safety, health, welfare and property of the citizens residing visiting and traveling in the Marshall Drainage Basin; and

WHEREAS, all property in the Marshall Drainage Basin, Island County, contributes to and/or is the recipient of excessive stormwater runoff; and

EXHIBIT 'A'

MARSHALL DRAINAGE BASIN
Stormwater Management Program

15.01.010 Purpose. The purpose of this ordinance is to establish a storm water management program and create a method to fund stormwater control facilities. The Stormwater Management Program will encompass the Marshall Drainage Basin within the area described below:

Section 36, Township 29 North, Range 3 East, Willamette Meridian, together with Section 31, Township 29 North, Range 4 East, Willamette Meridian; together with the South Half (S 1/2) of Section 30, Township 29 North, Range 4 East, Willamette Meridian, all situated in Island County, Washington.

The stormwater management program is established pursuant to Chapter 36.89 Revised Code of Washington (RCW) to promote and protect the public health, safety and welfare, and to minimize property damage from storm, flood or surplus water, as well as gain citizen involvement to solve stormwater management problems. Financing of this stormwater management program will be under separate ordinance. A Marshall Drainage Basin Study will be used to determine which properties, within the above described area, lie within the Marshall Drainage Basin and would derive benefit from stormwater control facilities or contribute to stormwater runoff. Owners of those properties, so determined, will pay funds to finance the Marshall Drainage Basin Stormwater Management Program.

15.01.020 Definitions.

Stormwater Management Program - A program to: (1) manage development of the Marshall Drainage Basin study to include the design of stormwater facilities, construction, permitting, real property acquisition, facility construction and the evaluation or financing options for capital facilities construction and maintenance; (2) manage operation and maintenance of stormwater facilities; and (3) manage revenues to finance the program.

EXHIBIT 'A'

MARSHALL DRAINAGE BASIN
Stormwater Management Program

15.01.030 Program Creation and Authority. Island County hereby creates a specific drainage basin stormwater management program within the unincorporated area of Island County. The Stormwater Management Program will encompass the Marshall Drainage Basin within the area described below:

Section 36, Township 29 North, Range 3 East, Willamette Meridian; together with Section 31, Township 29 North, Range 4 East, Willamette Meridian; together with the South Half (S 1/2) of Section 30, Township 29 North, Range 4 East, Willamette Meridian all situated in Island County, Washington.

15.01.040 Severability If any portion of this Ordinance is held invalid, such decision shall have no effect upon the validity of the remaining portions of this Ordinance. The Board of County Commissioners hereby declare that it would have adopted this Ordinance and each part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts, or portions thereof be declared invalid or unconstitutional.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON

ORDINANCE NO. R-12-95 is adopted this 3rd day of
APRIL, 1995 following public hearing.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON



[Signature]
CHAIRMAN

[Signature]
MEMBER

[Signature]
MEMBER

APPROVED AS TO FORM:

[Signature]
DAVID L. JAMIESON, JR.
DEPUTY PROSECUTING ATTORNEY

Code Reviser

ATTEST: [Signature]
COUNTY AUDITOR & EX-OFFICIO
CLERK OF THE BOARD

BEFORE THE BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON

WHEREAS, it is in the interest of the citizens of the Marshall Drainage Basin to promote and protect the quality of drinking water, the Puget Sound, lakes and ponds, habitat for fish, shellfish and wildlife from the contaminants carried by stormwater runoff; consistent with direction from the Puget Sound Water Quality Authority, Washington Department of Ecology and elements NOW THEREFORE,

BE IT HEREBY ORDAINED, that Island County Code Chapter 15.01, establishing a Stormwater Management Program, as contained in attached Exhibit A, is hereby adopted.


REVIEWED this 20th day of March,
19 95 and set for Pubic Hearing on the 3rd day of
April, 19 95 at 10:15 A.M..

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON



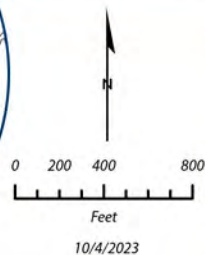
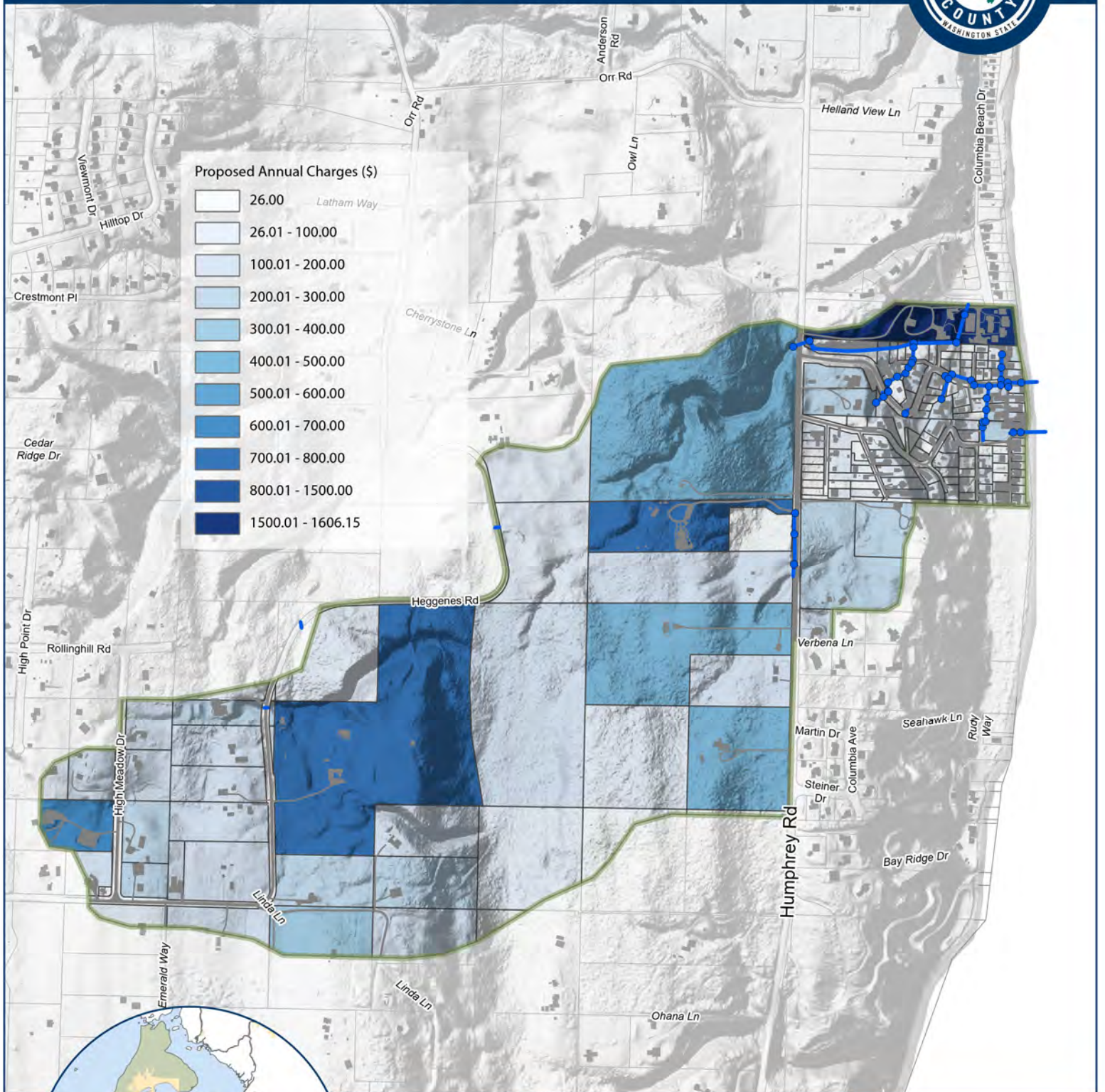

CHAIRMAN


MEMBER


MEMBER


ATTEST:
COUNTY AUDITOR & EX-OFFICIO
CLERK OF THE BOARD

Island County Public Works



- Marshall Utility District Boundary
- Impervious Surface
- Catch Basins
- Culverts

Marshall Utility
Proposed Annual
Capital Charges
2023



Island County Public Works

Connie Bowers, P.E., Director and County Engineer

1 NE 7th Street, Coupeville, WA 98239

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

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

MEMORANDUM

Oct. 11, 2023

TO: BOCC

FROM: Connie Bowers / Public Works Director / County Engineer

RE: Diking District No. 4 Open House Summary

An information letter (attached) was mailed to the parcel owners in Diking District No. 4, providing background information and letting them know about the proposed maintenance assessment of \$25.63 annually per parcel from 2024 – 2033. The letter included information about an open house (to ask questions / get more information) and the tentative date of the public hearing.

The open house was held on Sept 13, 2023, at the Useless Bay Community Club. Seven people from the community attended the event. The conversation started with the proposed assessment but went on to cover a few other topics as well – as summarized below.

Proposed Assessment: What specifically will the money be used for? Activities related to maintaining the dike. These are typically mowing, minor repairs, grading / graveling access surfaces.

Emergency / Recreational Access Concern: Attendees shared that gates have been installed at the private road entrance to the parcels at the east end of Shore Dr. and on the dike at the northern border of private properties (marked with blue circles on the attached map). There is a concern about how the dike will be accessed first and foremost during an emergency, for an alternate access which connects with Deer Lagoon Road, but also for walking. Discussed the possibility of an agreement recorded with the auditors office establishing an emergency access. Also discussed the possibility of assisting to develop a community emergency plan.

Diked Water Levels – Attendees identified a potential need for future infrastructure project to improve water level management. They shared email correspondence with the previous Public Works Director regarding silt build-up on the saltwater side of the dike is reducing the flow between the saltwater and diked area. This can increase the water levels on adjacent parcels and decrease the ecological health of the diked, brackish, waters. Tide gate / culverts marked with a red circle on the attached map. Discussed the possibility of an evaluation study.



Island County Public Works

Connie Bowers, P.E., Director and County Engineer

P.O. Box 5000, Coupeville, WA 98239

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

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

Insert Date

Name

Address

City

Parcel Number

RE: Proposed maintenance assessments, Diking District No. 4

You are receiving this letter as you are the owner of property that is within Diking District No. 4. The dike serves two primary roles, it protects properties from flooding, and it acts as an emergency access for the Shore Drive community.

Public Works is proposing a maintenance levy assessment to provide funds for ongoing maintenance activities within the District over the next 10 years. The proposed assessment is based on inflation of the 2015 Schedule of Assessments and review of the previous 10 years of maintenance costs. On August 15th, 2023, the Board of County Commissioners (BoCC) approved a 10 year Maintenance Estimate in the amount of \$50,240.

A Board of Appraisers was appointed by the BoCC to determine how the maintenance estimate would be apportioned among the properties in the District. The Board of Appraisers decided to recommend that each of the 196 properties in the District should pay an equal portion of the estimate, because all of the properties benefit equally from the dike. This is consistent with previous assessments.

The proposed annual assessment for each of the properties in the District is: \$25.63 for the 2024 – 2033 period. (a total of \$256.33 over the 10-year period)

Previous maintenance assessments occurred in 1994, 2005, and 2015, approximately every 10 years. The assessments for 2005 and 2015 were a one-time fee of \$194.78 and \$238.82 respectively, for each of the parcels in the district. For this assessment, it was decided that an annual assessment would be more equitable for property owners whose property is sold within the assessment time period.

Questions? Want more information? Visit come to a public meeting or contact us!

COMMUNITY MEETING: Wednesday, September 13th, 2023
4:30 – 5:30 pm
Useless Bay Golf and Country Club
5725 Country Club Dr., Langley

CONTACT: c.herrera@islandcountywa.gov
360-679-7330

PUBLIC HEARING: Tuesday, October 24th, 2023, at 10 am
In-person and virtual attendance options

Board of County Commissioners Hearing Room (Room 102B Basement)
Island County Annex Bldg.
1 NE 6th Street, Coupeville, WA

A link to an on-line attendance option will be on the agenda for the day of the hearing (October 24th), which will be posted on this website:
islandcountywa.gov/AgendaCenter

This is an opportunity for the public to provide in-person / virtual comments regarding these proposed charges.

Public comments can also be emailed to CommentBOCC@islandcountywa.gov or mailed to Island County BOCC, 1 NE 7th Street, Coupeville, WA 98239. In your comment, include the date of the hearing and the item for which you want to provide written comment. Written comments will not be read during the meeting. All board members will receive the written comments.

Following the public comment period at the Public Hearing, the Board of Island County Commissioners will decide if they would like to approve the recommended assessments.

Respectfully,

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

Cc: Alpha/Day/Diking District No. 4



Diking District #4 Area Map



Legend

Parcels

Roads

- Highway
- Collector and Arterial
- Local
- Private

1: 16,717



2,786.1 0 1,393.07 2,786.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

DO NOT USE AS A LEGAL DOCUMENT. ACCURACY IS NOT GUARANTEED.

Notes



ISLAND COUNTY PUBLIC HEALTH

WORK SESSION AGENDA

DATE: 10/11/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Shawn Morris, Director

Amount of time requested for agenda discussion. 25 mins

DIVISION: Health Administration

Agenda Item No.: 1

Subject: Health Matters quarterly issue review

Description: Review outline of topics for the next quarterly publication of the Health Matters newsletter for Board discussion.

Attachment: Memo

Request: *(Check boxes that apply)*

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

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable

DIVISION: Dept of Natural Resources

Agenda Item No.: 2

Subject: Marine Resource Committee (MRC) Contract Renewal with the WA Department of Ecology.; No. SEANWS-2023-IsCoPH-00007; Amount: \$249,000

Description: Review new 2-year contract with Shorelands Northwest Straits to fund the MRC Program through September 30, 2025. Presented by Jen Schmitz, Natural Resource Manager & Kelly Zupich, Natural Resources Specialist.

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"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☒ In process

Budget Review Complete: ☒ In process

DIVISION: Environmental

Agenda Item No.: 3

Subject: Pollution Prevention Assistance (PPA) Interagency Agreement with the WA Department of Ecology.; No. C2400018; Amount: \$232,973.22

Description: Review and discuss Interagency Agreement No. C2400018 with the WA Department of Ecology for Island County to provide a Pollution Prevention Assistance (PPA) Specialist who will conduct technical assistance and education outreach to small businesses as part of the Pollution Prevention Assistance Partnership. Presented by Heather Kortuem, Environmental Health Manager.

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"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☒ Complete

Budget Review Complete: ☒ Complete



Island County Public Health

Shawn Morris, ND – Public Health Director

1 NE 7th St, Coupeville, WA 98239

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

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

MEMORANDUM

October 2023

TO: Board of Commissioners

FROM: Shawn Morris, Public Health Director

RE: Health Matters Quarterly Publication

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

Health Matters May Issue Topic Outline

Topic	Brief Description
Community Health Assessment	Discuss goals of community health assessment (CHA) process and promote opportunities for engagement in assessment activities
Catch up on Annual Exams & Well Child Visits	Benefits of annual physical exam to prevent and treat chronic disease, such as heart disease, colorectal cancer, breast cancer, hypertension, and diabetes. Also discuss importance of well child exams to support healthy children and trends.
Senior Falls Coalition	Overview of community coalition addressing senior falls in Island County and share resources for preventing falls.
Holiday Season Travel Safety	Safe travel tips and resources with seasonal respiratory viruses.
Seasonal Respiratory Viruses	Share current trends, health guidance, updated immunization information for COVID-19, RSV, and flu.
Overview of Community Outreach Services	Overview of outreach worker services including support for care navigation, community coalitions, and improving access to social determinants of health
Winter Storm Emergency Preparedness	Tips and resources for being prepared for winter storms. Collaborate with DEM.
Community Events Calendar	Info about upcoming Health Fairs and health-related events

**Renewal Contract with
Washington State Department of Ecology (Ecology) for
Island County Marine Resources Committee
Contract No.: SEANWS-2023-IsCoPH-00007**

- Executive Summary -
October 4th BOCC Work Session

Summary	Contract SEANWS-2023-IsCoPH-00007 with Washington State Department of Ecology (Ecology) was originally established in 1999 to fund the Island County Marine Resources Committee; this renewal contract provides another two years of contract work (October 1, 2023, through September 30, 2025), and \$249,000 to cover the costs of the program over that time period.
Policy and Regulatory Context	Island County Marine Resources Committee (MRC) is an advisory body to county government established in 1999 and comprised of many community volunteers who represent diverse interests and industries, with the common goal to protect and restore marine resources in the Puget Sound area through scientific monitoring, restoration projects, and community education. The MRC's purpose is to investigate, research, and identify local marine resources, and marine resource and habitat issues; recommend remedial actions to Island County agencies and authorities; carry out such recommendations where so approved; and build local awareness of the issues and broad-based community support for the remedies.
	<p><u>Equity Lens</u></p> <p>The MRC includes 12 citizen members that intentionally represent a wide variety of interests across all three jurisdictions in the County, including recreational fishing, agriculture, boating, science, the environment, local government, ports, tribes, higher education, and resource management. The group has worked hard to recruit more diverse perspectives to take part in board work; currently we have two indigenous members/staff, the Navy, a Port Commissioner, a Latvian immigrant, and a younger schoolteacher, and are working to find representatives of the agricultural community.</p> <p>The MRC is working to educate broader audiences by hosting more events in the Oak Harbor area. In addition, we started a Diversity, Equity, and Inclusion Subcommittee in 2022.</p>
	<p><u>Climate Lens</u></p> <p>The MRC has invested substantial time and resources into the pursuit of better understanding the impacts of climate change, especially sea level rise, on the shorelines of Island County. The Committee is currently drafting a sea level rise white paper for the review and use of the BOCC, as well as actively involved with the upcoming Comprehensive Plan update, Shoreline Master Plan update, and many other collaborative efforts that require thorough analysis of climate impacts.</p>
Fiscal Impact	Additional contract funding amount of \$124,500.00 will be utilized in both the 2024 and 2025 budgeting for the MRC Coordinator position within IC DNR.
Recommendation	Accept renewed 2-year contract for MRC funding based on factors outlined in this Executive Summary.



Agreement No. SEANWS-2023-IsCoPH-00007

SHORELANDS NORTHWEST STRAITS AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

ISLAND COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Island County, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Island County Marine Resources Committee Operations and Projects
Total Cost:	\$249,000.00
Total Eligible Cost:	\$249,000.00
Ecology Share:	\$249,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	10/01/2023
The Expiration Date of this Agreement is no later than:	09/30/2025
Project Type:	Northwest Straits Grant

Project Short Description:

This grant will be used to fund the Island County Marine Resources Committee’s (MRC) (RECIPIENT) operations and projects from October 1, 2023, through September 30, 2025. This project will protect and restore local marine resources in Island County.

Project Long Description:

The RECIPIENT will investigate, research, and identify local marine resources, and marine resource habitat issues; recommend remedial actions to Island County agencies and authorities; initiate county-approved recommendations. The goal of this project is to build local awareness and broad-based support for the remedies of the marine resource issues in the community.

This agreement also provides day-to-day operations and coordination of activities for the RECIPIENT. These include:

Agreement No: SEANWS-2023-IsCoPH-00007

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

1. Monitoring of bull kelp beds and forage fish around Island County.
2. Water quality monitoring to compile local marine water quality information for multiple purposes and identify data gaps.
3. Continue vegetation maintenance during the summer months of 2024 and 2025 using volunteers, including restoration efforts at the Cornet Bay and Hoypus Point sites.

Overall Goal:

To protect and restore local marine resources in Island County and support the RECIPIENT's general operations, which allow the RECIPIENT to connect with the community and advise decision-makers on local marine resource issues.

Agreement No: SEANWS-2023-IsCoPH-00007

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

RECIPIENT INFORMATION

Organization Name: Island County

Federal Tax ID: 91-6001321

UEI Number: 193740040000

Mailing Address: PO Box 5000
Coupeville, WA 98239

Physical Address: 1 NE 6th Street
Coupeville, Washington 98239

Organization Fax: (360) 679-7390

Contacts

Agreement No: SEANWS-2023-IsCoPH-00007

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

Project Manager	<p>Kelly Zupich Marine Resource Coordinator</p> <p>1 NE 6th Street Coupeville, Washington 98239 Email: k.zupich@islandcountywa.gov Phone: (360) 679-7350</p>
Billing Contact	<p>Renee Lohmann Accounting Supervisor</p> <p>1 NE 6th Street Coupeville, Washington 98239 Email: r.lohmann@islandcountywa.gov Phone: (360) 678-7889</p>
Authorized Signatory	<p>Janet St. Clair Chair, Board of County Commissioners</p> <p>1 NE 7th St Coupeville, Washington 98239 Email: j.stclair@islandcountywa.gov Phone: (360) 678-7807</p>

Agreement No: SEANWS-2023-IsCoPH-00007

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sasha Horst Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: horst@nwstraits.org Phone: (360) 428-1084
Financial Manager	Cindy James PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 280-8645
Technical Advisor	Dana Oster Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: DAOS461@ecy.wa.gov Phone: (360) 428-1043

Agreement No: SEANWS-2023-IsCoPH-00007

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Island County

By: _____

By: _____

Joenne McGerr

Date

Janet St. Clair

Date

Shorelands

Chair, Board of County Commissioners

Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: SEANWS-2023-IsCoPH-00007

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

SCOPE OF WORK

Task Number: 1

Task Cost: \$186,990.00

Task Title: 1. MRC Operations

Task Description:

1.1 MRC Operations: Schedule, prepare/distribute agenda and post public notices of MRC meetings; prepare and distribute minutes of MRC meetings; maintain current MRC membership list; recruit MRC members (if allowable by county) and provide onboarding for new members; track volunteer hours, in-kind support and leveraged funds and provide information quarterly to Northwest Straits Commission staff; communicate regularly with NWSC staff.

1.2 MRC Communication: Maintain MRC website (including current meeting schedules, agendas and projects); communicate regularly with county council/commission; increase awareness of the purpose of the MRC and its role in the county; communicate with relevant audiences about the projects and programs of the MRC.

1.3 MRC grant administration: Ensure that grant agreement is implemented on schedule with satisfactory deliverables; prepare progress reports, final report and completion report for Northwest Straits Commission; track and administer budget, including spending out on deadlines per state and federal fiscal years; manage sub-contracts as applicable and provide copies to Northwest Straits Commission grant manager; prepare MRC workplan and MRC annual report to summarize MRC activities and progress; communicate revisions to or concerns about carrying out the agreement to Northwest Straits Commission staff; and prepare grant applications for MRC projects.

1.4 Training and representation: MRC members will attend Northwest Straits Initiative annual conference; MRC staff will participate in regular meetings and forums for MRC staff; a representative of the MRC will attend each Northwest Straits Commission meeting.

1.5 MRC Advisory: MRCs will serve as a resource to county government to help identify local marine conservation and protection needs and recommend remedial actions; MRCs will advise county council/commission/executive on local and regional marine issues as appropriate and as requested.

Task Goal Statement:

To carry out administrative functions in support of the mission (including work plan preparation, developing and preparing grant proposals, programmatic staff support, project monitoring and performance tracking, education programs and grant writing), travel, planning and participation in training opportunities.

Task Expected Outcome:

a. MRCs have a documented process to recruit and train members to be active participants and contributors to the work of the MRC.

b. Information about projects and the work of the MRC is accessible and shared regularly through presentations, meetings, and web site.

c. The MRC meets regularly in a public forum that is promoted locally to community members and decision makers.

Agreement No: SEANWS-2023-IsCoPH-00007

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

- d. The MRC is informed of and contributes to the work of the Northwest Straits Commission.
- e. The value of volunteer hours and other local contributions to the work of the MRC is documented and shared with the Commission and the County.
- f. The work of the MRC is planned in advance through an annual workplan and documented in an annual report.
- g. MRC members and staff contribute to other relevant local and regional processes related to marine issues.

Recipient Task Coordinator: Kelly Zupich**1. MRC Operations****Deliverables**

Number	Description	Due Date
1.1	Progress Report	
1.2	Quarterly Reporting of Meeting Agendas , Minutes and Reports to the Commission	
1.3	Matching Funds/Volunteer Time Tracking	
1.4	Annual Workplan	
1.5	Annual Report	
1.6	Closeout Report	09/30/2025

Agreement No: SEANWS-2023-IsCoPH-00007

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

SCOPE OF WORK

Task Number: 2

Task Cost: \$20,524.00

Task Title: Task 2: Monitoring

Task Description:

2.1 Bull Kelp: RECIPIENT will participate in a regional program with the Northwest Straits Commission to better understand bull kelp abundance and changes over time. RECIPIENT will survey bull kelp beds around Island County. This will include recruiting and training volunteers and completing surveys of kelp beds during the summer growing period in 2024 and 2025.

2.2. Forage fish: RECIPIENT will coordinate with Washington State Department of Fish and Wildlife (WDFW) to conduct forage fish spawn surveys at identified Island County index sites in order to understand when and where forage fish are spawning. RECIPIENT will partner with the Northwest Straits Foundation to conduct forage fish spawn surveys at planned or completed restoration sites to guide efforts for shoreline protection and restoration and monitor the results of shoreline restoration projects.

The RECIPIENT will submit 2024 and a 2025 bull kelp and a forage fish Quality Assurance Project Plan (QAPP).

The RECIPIENT will submit a 2024 and 2025 bull kelp and forage fish monitoring activity summary report.

Task Goal Statement:

The goal of the project is to document changes in the size of kelp beds around Island County throughout the growing season and compare results from year to year and to document forage fish spawning at selected sites in conjunction with completed, planned, and proposed shoreline restoration work and document forage fish spawning at WDFW index sites.

Task Expected Outcome:

This task will produce trained volunteers that conduct accurate bull kelp surveys according to current protocols, and complete accurate forage fish spawn sampling. Data from completed surveys will be entered into Kobo Toolbox; the information from Island County surveys will be shared with volunteers and the Northwest Straits Commission.

Agreement No: SEANWS-2023-IsCoPH-00007

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

Recipient Task Coordinator: Bull kelp: Ken Collins, Forage fish: Kirk Larson**Task 2: Monitoring****Deliverables**

Number	Description	Due Date
2.1	RECIPIENT will submit a 2024 Bull Kelp Quality Assurance Project Plan and upload to EAGL.	
2.2	RECIPIENT will submit a 2024 Forage Fish Quality Assurance Project Plan and upload to EAGL.	
2.3	RECIPIENT will submit summary report for 2024 for bull kelp monitoring activities and upload to EAGL.	
2.4	RECIPIENT will submit a 2024 summary report on forage fish monitoring activities and upload to EAGL.	
2.5	RECIPIENT will submit a 2025 Bull Kelp Quality Assurance Project Plan and upload to EAGL.	
2.6	RECIPIENT will submit a 2025 Forage Fish Quality Assurance Project Plan and upload to EAGL.	
2.7	RECIPIENT will submit summary report in 2025 for bull kelp monitoring activities and upload to EAGL.	
2.8	RECIPIENT will submit summary report in 2025 for forage fish monitoring activities and upload to EAGL.	

Agreement No: SEANWS-2023-IsCoPH-00007

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

SCOPE OF WORK

Task Number: 3

Task Cost: \$23,854.00

Task Title: Task 3: Water Quality

Task Description:

The RECIPIENT began a project in 2023 to identify existing marine water quality data sources in Island County with the ultimate goal of compiling local marine water quality information for multiple purposes including: 1) Easy access and use by residents and planners; 2) Identifying and filling gaps in data needs; and 3) Where possible, correlating observed trends in eelgrass and bull kelp monitoring sites to local water quality stressors

In 2024 and 2025, the RECIPIENT will purchase and install in-situ water quality sensors to measure nearshore water temperature and to potentially add additional parameters at one or more locations near a bull kelp and/or eelgrass meadows of interest where an identified gap exists. The RECIPIENT will review the previously compiled marine water quality resources (from 2023) and develop a layout and plan for a platform to house and share these resources in a central location for local residents and planners/managers.

The RECIPIENT will submit a Quality Assurance Project Plan (QAPP) in 2024 and an addendum to the QAPP in 2025.

The RECIPIENT will submit a summary report in 2024 and 2025 for water quality activities, including a copy of the data collected and analysis, the lessons learned, and recommended next steps.

Task Goal Statement:

The goal of this project is to have a broader picture of the controlling factors for submerged aquatic vegetation growth around Island County in order to support improved policies and prioritize restoration projects to protect submerged aquatic vegetation.

Task Expected Outcome:

During the project period, there will be opportunities for the RECIPIENT to share information about controlling factors in the health of submerged aquatic vegetation with various local and regional audiences. The longer-term outcome is for this project to serve as a pilot for trying out different time scales of water monitoring for various parameters important for kelp.

Recipient Task Coordinator: Jill Lipoti, Ken Collins

Task 3: Water Quality

Deliverables

Number	Description	Due Date
3.1	RECIPIENT will submit Quality Assurance Project Plan and upload to EAGL.	
3.2	RECIPIENT will submit summary report in 2024 water quality activities, including copy of data collected and analysis, lessons learned and recommended next steps, and upload to EAGL.	
3.3	RECIPIENT will submit Quality Assurance Project Plan addendum and upload to EAGL.	
3.4	RECIPIENT will submit summary report in 2025 water quality activities, including copy of data collected and analysis, lessons learned and recommended next steps, and upload to EAGL.	

Agreement No: SEANWS-2023-IsCoPH-00007

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

SCOPE OF WORK

Task Number: 4

Task Cost: \$17,632.00

Task Title: Task 4: Restoration Stewardship

Task Description:

The RECIPIENT works in partnership with the Northwest Straits Foundation, Washington State Parks and Recreation Commission, and additional partners on nearshore restoration implementation, monitoring, and maintenance, including restoration sites at Cornet Bay and Hoypus Point.

For this project, the RECIPIENT will continue vegetation maintenance during the summer months of 2024 and 2025. The RECIPIENT will organize volunteer participation in vegetation maintenance and provide staff time to ensure that vegetation maintenance needs are met. The RECIPIENT will work in partnership with Washington State Parks and Recreation Commission to water sites as needed during the summer months.

Task Goal Statement:

The goals of this project are to ensure the success of the restoration project, specifically the establishment of healthy native vegetation plantings, and to engage local community members in stewardship activities.

Task Expected Outcome:

Maintain extent and health of native vegetation at Cornet Bay and engage ten volunteers in vegetation management efforts.

Recipient Task Coordinator: Jill Lipoti**Task 4: Restoration Stewardship****Deliverables**

Number	Description	Due Date
4.1	RECIPIENT will submit summary in 2024 for stewardship activities and upload to EAGL.	
4.2	RECIPIENT will submit summary in 2025 for stewardship activities and upload to EAGL.	

BUDGET

Funding Distribution EG240097

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: General Fund - State 2023-24

Funding Effective Date: 10/01/2023

Funding Type: Grant

Funding Expiration Date: 06/30/2024

Funding Source:

Title: General Fund - State

Fund: FD

Type: State

Funding Source %: 100%

Description: To distribute equally among the seven Puget Sound Marine Resources Committees.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

General Fund - State 2023-24	Task Total
1. MRC Operations	\$ 55,000.00
Task 2: Monitoring	\$ 3,553.00
Task 3: Water Quality	\$ 6,447.00
Task 4: Restoration Stewardship	\$ 0.00
Total: \$ 65,000.00	

BUDGET

Funding Distribution EG240098

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: General Fund - State 2024-25

Funding Effective Date: 07/01/2024

Funding Type: Grant

Funding Expiration Date: 06/30/2025

Funding Source:

Title: General Fund - State

Fund: FD

Type: State

Funding Source %: 100%

Description: To distribute equally among the seven Puget Sound Marine Resources Committees.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

General Fund - State 2024-25	Task Total
1. MRC Operations	\$ 59,000.00
Task 2: Monitoring	\$ 2,000.00
Task 3: Water Quality	\$ 4,000.00
Task 4: Restoration Stewardship	\$ 0.00

Total: \$ 65,000.00

Agreement No: SEANWS-2023-IsCoPH-00007
Project Title: Island County Marine Resources Committee Operations and Projects
Recipient Name: Island County

BUDGET

Funding Distribution EG240099

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-24 EPA/Puget Sound Partnership Funding Type: Grant
Funding Effective Date: 10/01/2023 Funding Expiration Date: 09/30/2024
Funding Source:

Title: Puget Sound Partnership/EPA
Fund: FD
Type: Federal
Funding Source %: 100%
Description: Northwest Straits Commission and Marine Resources Committees

Federal Awarding Agency: Environmental Protection Agency
Federal Awarding Agency Contact: Ahren Stroming
Federal Awarding Agency Phone: 360-918-1337
Federal Awarding Agency Email: ahren.stroming@psp.wa.go
Federal Awarding Agency Address: PO Box 40900, Olympia WA 98504-0900

CFDA Catalog Name: National Estuary Program

CFDA Number: 66.456
FAIN: CE01J97401
Research Grant: No
Federal Award Date: 10/1/2021
Total Federal Award Amount: \$3,400,000.00
Federal Funds Obligated To Recipient: \$59,000.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? Yes

2023-24 EPA/Puget Sound Partnership	Task Total
1. MRC Operations	\$ 33,366.00
Task 2: Monitoring	\$ 8,117.00
Task 3: Water Quality	\$ 7,980.00
Task 4: Restoration Stewardship	\$ 9,537.00

Total: \$ 59,000.00

Agreement No: SEANWS-2023-IsCoPH-00007
Project Title: Island County Marine Resources Committee Operations and Projects
Recipient Name: Island County

BUDGET

Funding Distribution EG240100

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2024-25 Puget Sound Partnership/EPA Funding Type: Grant
Funding Effective Date: 10/01/2024 Funding Expiration Date: 09/30/2025

Funding Source:

Title: Puget Sound Partnership/EPA
Fund: FD
Type: Federal
Funding Source %: 100%
Description: Northwest Straits Commission and Marine Resources Committees

Federal Awarding Agency: Environmental Protection Agency
Federal Awarding Agency Contact: Ahren Stroming
Federal Awarding Agency Phone: 360-918-1337
Federal Awarding Agency Email: ahren.stroming@psp.wa.go
Federal Awarding Agency Address: PO Box 40900, Olympia WA 98504-0900

CFDA Catalog Name: National Estuary Program

CFDA Number: 66.456
FAIN: CE01J97401
Research Grant: No
Federal Award Date: 10/1/2021
Total Federal Award Amount: \$3,400,000.00
Federal Funds Obligated To Recipient: \$60,000.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? Yes

2024-25 Puget Sound Partnership/EPA	Task Total
1. MRC Operations	\$ 39,624.00
Task 2: Monitoring	\$ 6,854.00
Task 3: Water Quality	\$ 5,427.00
Task 4: Restoration Stewardship	\$ 8,095.00

Total: \$ 60,000.00

Agreement No: SEANWS-2023-IsCoPH-00007

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
General Fund - State 2023-24	0.00 %	\$ 0.00	\$ 65,000.00	\$ 65,000.00
General Fund - State 2024-25	0.00 %	\$ 0.00	\$ 65,000.00	\$ 65,000.00
2023-24 EPA/Puget Sound Partnership	0.00 %	\$ 0.00	\$ 59,000.00	\$ 59,000.00
2024-25 Puget Sound Partnership/EPA	0.00 %	\$ 0.00	\$ 60,000.00	\$ 60,000.00
Total		\$ 0.00	\$ 249,000.00	\$ 249,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**CREDIT AND ACKNOWLEDGEMENT**

Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement CE-01J65401 to Puget Sound Partnership. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

1. INTRODUCTION

The below provisions are not listed on OMB Standard Form 424B (Rev 4- 2012). These provisions apply only to Sub-recipients.

2. AUDIT REQUIREMENTS

Sub-recipient CONTRACTOR shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the CONTRACTOR expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The CONTRACTOR shall forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to Ecology within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/facweb/>

3. COST PRINCIPLES/INDIRECT COSTS FOR STATE AGENCIES

GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements", if

Agreement No: SEANWS-2023-IsCoPH-00007

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

4. CIVIL RIGHTS OBLIGATIONS

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on Standard Form 424B. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

5. NON DISCRIMINATION AND DISADVANTAGED, MBE, WBE BUSINESS ENTERPRISES ADDITIONAL REQUIREMENTS

CONTRACTOR agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement, contained in 40 CFR, Part 33. CONTRACTOR shall include the following provision in all subcontracts involving use of federal funds:

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor administration shall carry out applicable requirements of 40 CFR part 33 in the award of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

6. DRUG FREE WORKPLACE

CONTRACTOR (Sub-Recipient) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal award and keep this information on file during the performance of the award.

CONTRACTORS who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart

E. Recipient can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.

7. INTERNATIONAL TRAVEL (Including Canada)

All International Travel must be approved by the US Environmental Protection Agency's, Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

8. LEP (Limited English Proficiency) Title VI

As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the Sub-recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons."

The guidance can be found at

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pd.

In accepting this contract, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA/PSP that such compliance programs exist and are being

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implemented or to otherwise demonstrate how it is meeting its Title VI obligations. For example, if CONTRACTOR's responsibilities under this contract include gathering public input on an environmental issue, CONTRACTOR's communication with the public should attempt to minimize barriers that interfere with the ability of LEP persons to meaningfully participate.

9. MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this CONTRACT. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. PEER REVIEW

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

11. REIMBURSEMENT LIMITATION

If CONTRACTOR expends more than the amount of the Environmental Protection Agency (EPA) funding in this agreement in anticipation of receiving additional funds from EPA, it does so at its own risk. EPA is not legally obligated to reimburse PSP, nor its sub-recipients, for costs incurred in excess of the EPA approved budget.

12. SIX GOOD FAITH EFFORTS, 40 CFR, PART 33, SUBPART C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, service and supplies under an EPA financial assistance agreement, and to require that subrecipients, loan recipients, and prime contractor also comply. Records documenting compliance with the six good faith efforts shall be retained:

- a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraph (a) through (e) of this section.

13. SUB-AWARDS

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If CONTRACTOR (Sub-Recipient) makes sub-awards under this contract, CONTRACTOR is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. CONTRACTOR agrees to:

- Establish all sub-award agreements in writing;
- Maintain primary responsibility for ensuring successful completion of the approved project (Sub-Recipient cannot delegate or transfer this responsibility to a sub-awardee);
- Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee;
- Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
- Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
- Obtain Ecology's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
- Obtain approval from Ecology for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

14. TRAFFICKING IN PERSONS AND TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) AS AMENDED IN 22 U.S.C. 7104(g)

This provision applies only to a Sub-Recipient, and all sub-awardees of Sub-Recipient, if any. See page one (1) of this contract for determination of whether CONTRACTOR is a sub-recipient. Sub-Recipient shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the Sub-Recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-Recipient, and all sub-awardees of Sub-Recipient must inform Ecology immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

15. UNLIQUIDATED OBLIGATIONS (ULO)

Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the

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RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

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As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) <https://sam.gov/SAM/> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: SEANWS-2023-IsCoPH-00007

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. 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.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. 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.

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Interagency Agreement No. C2400018 with WA Department of Ecology - Executive Summary - <i>October 4th BOCC Work Session</i>	
Summary	<p>Interagency Agreement No. C2400018 with WA Department of Ecology to provide funding for Island County to provide a Pollution Prevention Assistance (PPA) Specialist who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership (formerly known as the Local Source Control (LSC) Partnership).</p> <p>The mission of the PPA partnership is to protect Washington's residents and environments by helping small businesses reduce toxic chemical use, safely manage dangerous waste, and keep stormwater free of pollutants. This will include multimedia source control site visits and pollution prevention activities to businesses that are small quantity generators (SQGs) of dangerous waste.</p> <p>The site visits, along with other pollution prevention activities, will be designed to reduce or eliminate dangerous waste and other pollutants at the source through best management practices that prevent spills and discharges to ground, air, and water (especially to industrial wastewater and stormwater).</p>
Policy Context	<p>This grant agreement provides funding in accordance with Chapter 173-307 WAC – Pollution Prevention Plans and supports the work of ICC 11.03 - Stormwater and Surface Water and 8.08B - Solid Waste Handling Regulations. Preventing pollution benefits all community members by protecting water quality and natural resources for public enjoyment. Helping small businesses near areas of more intense development protects surrounding communities, including lower-income community members. Reducing contaminants directly reduces health impacts from toxin exposure, while decreasing burden on sensitive ecosystems already impacted by a changing climate.</p>
Fiscal Impact	<p>Funding amount of \$ 232,973.22 is anticipated funding that is already budgeted in the 2023 budget, not requiring a budget amendment.</p>
Recommendations	<p>Accept grant agreement based on factors outlined in this Executive Summary.</p>



IAA No. C2400018

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

Island County Public Health

THIS INTERAGENCY AGREEMENT (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “**ECOLOGY**,” and the Island County Public Health hereinafter referred to as the “**CONTRACTOR**,” pursuant to the authority granted by Chapter [39.34](#) of the Revised Code Washington, Interlocal Cooperation Act.

THE PURPOSE OF THIS AGREEMENT is for the **CONTRACTOR** to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership (formerly known as the Local Source Control (LSC) Partnership).

WHEREAS, **ECOLOGY** has legal authority (RCW 70A.214 and RCW 70A.300) and the **CONTRACTOR** has legal authority RCW 70.05 and Island County Code CH 8.01 that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

The **CONTRACTOR** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work*, and Appendix B, *Budget Detail*, attached hereto and incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2023**, and be completed by **June 30, 2025**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of **ECOLOGY**.

3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

Compensation for this agreement will be release in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two can be up to the remaining percentage of the project budget. On or before August 15, 2024, Ecology will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second-year funding the CONTRACTOR, by June 30, 2024, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress or funding is limited, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. ECOLOGY will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is **Model Toxics Control Operating Account (23P), Model Toxics Capital Account (23N)**. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed Two hundred thirty-two thousand, nine hundred seventy-three dollars and twenty-two cents (\$232,973.22), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work*. ECOLOGY will not make payment until it has reviewed and accepted the work.

Travel expenses (meals, lodging, and mileage) will be reimbursed according to current state rates at the time of travel, not to exceed the budget (see Appendix B, *Budget Detail*).

Purchase of source control tools or equipment (e.g., spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be listed in *Goods and Services budget* or *Equipment budget* in Appendix B. Any purchases of equipment or good and services over \$1,000.00 not specifically listed in Appendix B must be pre-approved by ECOLOGY. When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at ECOLOGY's sole discretion.

Indirect rates will be paid as indicated in Appendix B, *Budget Detail*. Changes to the indirect rate may be considered by ECOLOGY. CONTRACTOR shall provide supporting documentation necessitating the change to ECOLOGY. ECOLOGY's approval will be communicated by e-mail. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix B. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B may be adjusted between categories with ECOLOGY's preapproval, and if the total budget is not exceeded.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice shall bill for actual hours worked during the quarter. The actual hours billed may be higher (if the total budget compensation award is not exceeded) or lower than the FTE estimate in Appendix A, *Statement of Work*. Attach supporting documentation to the invoice. See Appendix A, *Statement of Work*, Sections IV, V and X for additional information (and Section XI, Small Change Voucher Program if applicable).

Send invoices to:

State of Washington
Department of Ecology
Hazardous Waste & Toxics Reduction Program
Attn: Andrew Maher
4601 N. MONROE ST.
SPOKANE, WA 99205

OR

Electronically submit invoices to:
Andrew Maher at anma461@ecy.wa.gov **AND**
Kristine Ray at kray461@ecy.wa.gov

Payment requests will be submitted on a Quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, *Statement of Work*, Section X, Table 8. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5. ALTERATIONS AND AMENDMENTS

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

6. ASSIGNMENT

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

7. ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10. FUNDING AVAILABILITY

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

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

11. GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12. INDEPENDENT CAPACITY

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

13. ORDER OF PRECEDENCE

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

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2400018.
- d. Appendix A, *Statement of Work*.
- e. Appendix B, *Budget Detail*.
- f. Appendix C, *Special Terms and Conditions*.
- g. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

18. SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved, there will be additional CONTRACTOR and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Identify whether subcontractor is certified with OMWBE, WA Veterans, or is a WA small business. Provide such information to ECOLOGY's Agreement manager.

19. SUSPENSION FOR CONVENIENCE

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

20. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22. WAIVER

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

23. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:

Name: Andrew Maher
Address: 4601 N. Monroe Street
Spokane, WA 99205
Phone: (509) 290-7806 cell
Email: anma461@ecy.wa.gov

The Island County Public Health Representative is:

Name: Heather Kortuem
Address: 1 NE 7th Street
Coupeville, WA 98239
Phone: (360) 678-7910
Email: H.kortuem@islandcountywa.gov
Fax: (360) 679-7390

24. ALL WRITINGS CONTAINED HEREIN

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

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

State of Washington
Department of Ecology

By:

Signature Date

Heather R. Bartlett

Print Name

Deputy Director

Title

Island County Public Health

By:

Signature Date

Janet St. Clair, Chair

Print Name

Island County Board of County Commissioners

Title

APPENDIX A

STATEMENT OF WORK

Section I. Introduction

This Statement of Work is for the 2023 – 2025 biennial Interagency Agreement (IAA) for the Pollution Prevention Assistance (PPA) Partnership, which is overseen by the Washington State Department of Ecology (ECOLOGY), Hazardous Waste & Toxic Reduction Program.

The mission of the Pollution Prevention Assistance (PPA) Partnership is:

“We protect Washington’s residents and environment by helping small businesses reduce toxic chemical use, safely manage dangerous waste, and keep stormwater free of pollutants.”

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to businesses that are small quantity generators (SQGs) of dangerous waste. In this context an SQG is any business, non-profit, facility, school, or other organization that generates less than 220 pounds of dangerous waste per calendar month and less than 2.2 pounds of extremely hazardous waste per calendar month. The site visits, along with other pollution prevention activities conducted by the CONTRACTOR, will be designed to reduce or eliminate dangerous waste and other pollutants at the source through best management practices that prevent spills and discharges to ground, air, and water (especially to industrial wastewater and stormwater).

To further facilitate the reduction or elimination of toxic chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer alternatives. This program will be known as the “Product Replacement Program” or PRP.

PPA work is expected to fall within these general proportions:	
Technical Assistance (TA) Visits (Approximately 10 – 15% of TA Visits may involve PRP) (See Section III)	65%
Unique Program Elements (See Section II)	15%
Training (See Section VIII)	15%
Other (admin, staff meetings, etc.)	5%

The CONTRACTOR is expected to:

- Interact with other partners within the PPA Partnership to provide technical assistance and training and share resources and experiences.
- Set up alerts to receive notifications when requests for information have been made on the PPA Partnership SharePoint Discussion Board.
- Ensure at least one staff member is available to provide timely information and feedback to ECOLOGY’s PPA Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.

- Act in a professional and ethical manner and shall avoid any conflict of interest that might influence the CONTRACTOR's actions or judgement.
- Disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this Agreement.

Key staff, estimated FTE, and their roles are identified in Table 1. Please note, this is an estimate of time dedicated to this contract over the full two years of the contract; quarterly invoicing must reflect actual hours worked even if hours are higher or lower than the FTE estimate.

Table 1: Key Staff

Staff Name	Estimated FTE	Role
Heather Kortuem	0.05	Contract Management
Mychal Cohen	0.9	PPA Specialist
Cris Matochi	0.05	PPA Specialist (Backup)
Renee Lohmann	0.0	Billing

Section II. Unique Program Elements

The CONTRACTOR will conduct the unique program elements for their PPA program as outlined in Table 2, below.

Table 2: Unique Program Elements

Unique Program Element	Description	Deliverable(s)
New Specialist Training Discussion Panel	Participate in up to 12 panel discussions hosted by Ecology to help train new specialists. Ecology will host the discussion panels.	<ul style="list-style-type: none"> • Answer questions from new specialists; Share your experience and tips for success. • Participate in 90% of the scheduled discussion panels.
Case Study	Present a case study at a PPA All-Staff or PPA Monthly Webinar. Provide lessons learned to the partnership. Plan on about thirty minutes total, depending on the case study, to present the case and the facts to the partnership, discuss with the partnership, and answer questions.	Present a case study at either: <ul style="list-style-type: none"> • A.) PPA All-Staff meeting AND/OR • B.) PPA Monthly Webinar.

Unique Program Element	Description	Deliverable(s)
Business Sector Workshop(s)	Present information to a business sector on proper management of wastes and implementing proper best management practices (BMPs) for that specific business sector.	<ul style="list-style-type: none"> • Provide a business sector workshop by June 30, 2025.W

Section III. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, combined Initial Visits and Follow-Up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed “Basic Checklist” (or enough data gathered to complete data entry into the LSC Database). It will either be the first complete visit to a site **OR** the first visit in two (2) or more years.
- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, **OR** you were interrupted during the visit and were unable to gather complete data, **OR** you discover that the facility does not exist anymore **OR** you discover that the business does not qualify for a visit under the PPA program (e.g., it is a medium or large quantity generator).
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However, a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-Up Visits must be conducted to resolve High Priority Environmental Issues (See Section Below).

Table 3: Total Number of Technical Assistance Visits

Number of Total Visits	200
Target for Initial Visits (60% of Total)	120

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2023 – 2025 technical assistance visits are listed in Table 4.

ECOLOGY may direct a portion of technical assistance visits towards specific priority sources or contaminants.

Table 4: Technical Assistance Targets

Technical Assistance Targets	Rationale for Selection
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Food service/restaurants throughout Island County.	This is a large number of businesses on the island, many of which do not have a connection to sanitary sewer and are near shores/water sources.
Dental Offices and healthcare facilities throughout Island County.	We have many dental and health care facilities in Oak Harbor and on the island that could use wastewater and CEC education.
Auto Maintenance and repair on Camano Island	We were not able to focus on Camano Island auto shops last biennium, and this is a very important sector.

High Priority Environmental Issues

The below list is ECOLOGY's High Priority Environmental Issues list because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-Up Visits is justified but not necessarily required. The severity of the issue will help determine if a Follow-Up Visit is necessary. A Follow-Up Visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR.

When unable to resolve High Priority Environmental Issues, the Pollution Prevention Specialists will refer the issue to ECOLOGY or another appropriate agency. Serious concerns about impacts to human health and/or the environment warrant a consultation with ECOLOGY or other regulatory agencies to determine whether the issue needs to be referred.

High Priority Environmental Issues List:

- Hazardous waste being improperly designated.
- Hazardous waste being improperly disposed.
- Hazardous products / wastes being improperly stored.
- Compromised dangerous waste containers need to be repaired or replaced.
- Illegal plumbing connection.
- Illicit discharge of wastewater to storm drain.
- Improperly stored containerized materials.
- Improperly stored non-containerized materials.
- Leaks and spills in dangerous waste storage areas.

Visit Guidance

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

Prior to the Visit:

- Coordinate with other entities that may be conducting business visits in the area to reduce potential "inspection fatigue".
- Check with ECOLOGY Urban Waters Staff (where applicable) to ensure that the business is not currently being visited by Urban Waters Staff.
- Research site and issues prior to the visit using a combination of data sources such as LSC Database for previous visits or visit to similar businesses, industry resources, news articles, etc.
- To the extent possible, verify the site is not a medium or large quantity generator.

- Check to see if a sector specific Checklist or Tip Sheet is available on the PPA Partnership SharePoint site to help guide the visit.

During the Visit:

- Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).
- Ensure, at a minimum, all items on the Basic Checklist are reviewed.
- If while at the site, it becomes apparent the business is a medium or large quantity generator, either complete the visit and count it as a screening visit, OR formally refer the dangerous waste portion to ECOLOGY to count it as a full initial visit.
 - This site should not be scheduled for future visits, unless it is likely their generator status has changed to qualify as an SQG.
- If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program, EnviroCertified, or other green business programs.
- If a Product Replacement Program (PRP) opportunity exists for the business, discuss the opportunity, terms and conditions, and steps to qualify as outlined in Appendix A, *Statement of Work*, Section V, Product Replacement Program.
- Discuss spill response preparedness and offer spill kit for developing a plan. Funds can be used to purchase spill kits to provide to businesses. Occasionally, ECOLOGY will provide spill kits through a bulk order if funding is available.
- Photograph observed issues for before and after photos to use in writing up case studies.
- Activities that may be beneficial during the visit include, but are not limited to:
 - Walking the site (interior and exterior).
 - Checking storm drains.
 - Checking for illicit connections.
 - Checking dumpster and waste storage.
 - Providing handouts with technical information and guidance.
 - Ensuring necessary permits are in place.

End of Visit / After Visit:

- Provide written follow-up to the business to document the results of the visit. This can be done by leaving a copy of the checklist or other documentation with the business at the end of the visit, by using a commitment postcard (format available in Education & Outreach Documents on PPA Partnership SharePoint), or by sending follow-up letters/emails, or alternatively by sending a “thank you” postcard if no issues were identified.
- If necessary, coordinate with other agencies (e.g., the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the information you are providing is consistent with the other agency’s regulations and/or best management practices.
- PPA Specialists will make referrals to ECOLOGY as needed and report results.

Section IV: Partnership Branding and Outreach

When unique outreach or education materials are developed by the CONTRACOTR using PPA Partnership funds, a draft must be sent to ECOLOGY for review and approval. To the extent feasible, the CONTRACTOR must utilize the Partnership’s branding tools and templates available to produce these materials. The intent of this requirement is to facilitate a unified branding image and consistent messaging across the Partnership. The Partnership logo and other branding resources are available on the PPA Partnership SharePoint site.

It may be appropriate to include funding acknowledgement on some outreach materials. The CONTRACTOR will consult with ECOLOGY's PPA Partnership Coordinator to determine whether funding acknowledgement is required.

Finalized materials which may be useful to other Partnership contractors should be provided for upload to the Education & Outreach Document Library on the PPA Partnership SharePoint Site.

Each CONTRACTOR must maintain a PPA webpage which meets the minimum requirements. See PPA Partnership SharePoint site for requirements (Link in Appendix A, *Statement of Work* section XII Resources).

Section V: Product Replacement Program (PRP)

The Product Replacement Program (PRP) is designed to eliminate Persistent, Bio-accumulative, Toxic (PBT) chemicals from use in commerce. The PRP removes and replaces PBT chemicals present in products, processes, or technologies to help prevent toxics from entering the environment. One of the best and most effective ways to prevent further environmental contamination, protect water quality, and reduce human health risk, is to eliminate these toxic chemicals at the sources. The PRP assists businesses with switching to safer alternatives.

PPA contractors are integral to the PRP. The CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer alternatives.

The CONTRACTOR will assist ECOLOGY with the following programs:

- Replacement of dry-cleaning technology that uses perchloroethylene by visiting dry cleaners, discussing the program, assisting with required paperwork, and completing the final visit after new machine installations. Guidelines for this program are outlines in separate documents and posted on the PPA Partnership SharePoint.
- Degreasers in parts washing systems in the automotive repair sector by visiting automotive repair facilities, discussing the program, assisting with required paperwork, and completing the final visit after new machine installation. Guidelines for this program are outlines in separate documents and posted on the PPA Partnership SharePoint.
- Promoting proper management and recycling of mercury containing thermostats through the national program Thermostat-Recycle.Org

Additional takeback and replacement programs ECOLOGY is exploring for addition to the PRP include, but are not limited to:

- BPA Thermal receipts replacement program to replace thermal receipts which contain BPA.
- Flame retardants in foam and equipment at gymnasiums, play centers, and recreations facilities.
- PCB containing light ballasts in public schools.
- Public School Laboratory Clean-Outs
- PFAS-containing firefighting foam takeback program. Currently ECOLOGY is working directly with fire departments, but this program may be expanded to businesses with PFAS-containing fire suppression systems.

ECOLOGY, in collaboration with the PPA Partnership, will develop procedures and criteria, which must be met for a business to receive reimbursement for any of the chemicals or products included in the PRP. PRP

payments for reimbursement to the business will come directly from ECOLOGY and are not included with the CONTRACTOR's funding compensation associated with this contract.

The PRP reimbursement payment will be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. To facilitate these payments, the CONTRACTOR must assist ECOLOGY in maintaining records indicating how the business qualified for the PRP reimbursement per the PRP program's eligibility criteria. Eligibility criteria will be developed by ECOLOGY and the Product Replacement Program Committee for each type of reimbursement offered.

The CONTRACTOR will provide technical assistance to the businesses to help ensure the business qualifies for a PRP reimbursement payment from ECOLOGY by completing the following steps, unless otherwise specified in guidelines developed specific to an individual reimbursement. Specific requirements for individual reimbursement programs will be maintained on the PPA Partnership SharePoint site.

- CONTRACTOR conducts technical assistance visit and provides business with recommendations to reduce or eliminate a qualifying chemical or product. These recommendations must be recorded in the LSC Database.
- CONTRACTOR must communicate to the businesses that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.
- CONTRACTOR assists businesses as needed with paperwork required to apply for reimbursement, including a state payee registration form.
- Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the PRP reimbursement.
- Business submits receipts for the product or equipment purchase and installation to ECOLOGY's PRP Coordinator. This submittal may be facilitated through the CONTRACTOR's representative for some PRP projects.
- CONTRACTORS may be requested by ECOLOGY to verify through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met.

For information about an optional voucher program that the CONTRACTOR can provide directly to a business, see Appendix A, *Statement of Work*, Section XI, Small Change Voucher Program.

Section VI: Timeline

Table 5: Timeline

Time Period	Goal for # of Site Visits	Unique Program Element Activities	Technical Assistance Target Activities
July 1, 2023 – December 31, 2023	50 (10 screening, 25 initial, 15 follow up)	New Specialist Training, Business Sector Workshop	Restaurants, dental and healthcare facilities, and automotive shops throughout Island County
January 1, 2024 – June 30, 2024	50 (10 screening, 25 initial, 15 follow up)	New Specialist Training, Business Sector Workshop	Restaurants, dental and healthcare facilities, and

			automotive shops throughout Island County
July 1, 2024 – December 31, 2024	50 (10 screening, 25 initial, 15 follow up)	New Specialist Training, Business Sector Workshop	Restaurants, dental and healthcare facilities, and automotive shops throughout Island County
January 1, 2025 – June 30, 2025	50 (10 screening, 25 initial, 15 follow up)	New Specialist Training, Business Sector Workshop	Restaurants, dental and healthcare facilities, and automotive shops throughout Island County

Section VII: Local Source Control (LSC) Database

Information gathered during technical assistance site visits by the CONTRACTOR must include all the elements that are listed in the most up to date PPA Basic Checklist (check PPA Partnership SharePoint site for details) and be entered into ECOLOGY’s LSC database. The following guidance applies to all technical assistance visits, unless otherwise discussed with ECOLOGY:

- Collect enough information to complete all the applicable fields in ECOLOGY’s LSC database and enter it into the database **within 15 workdays** of the visit.
- If you make a referral to a regulatory agency, enter the information about the referral into the database **within 15 workdays** of the referral.
- Ensure that data entry is complete and accurate.
- At a minimum, all elements on the most recent version of ECOLOGY’s PPA Basic Checklist must be checked at each business visit. Specialists must attest that they have verified all elements.
 - Additional sector specific checklists are available on the ECOLOGY PPA Partnership SharePoint Site.
 - CONTRACTOR may substitute use of their own version(s) of the checklist(s) if it contains all elements of ECOLOGY’s PPA Basic Checklist and has been reviewed and approved by ECOLOGY.
- Refer to the LSC database instructions posted in the database interface or contact ECOLOGY PPA Staff for assistance with database entry.
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws.

Section VIII: Training

ECOLOGY expects that the CONTRACTOR will provide basic training to the Pollution Prevention Assistance Specialists on topics relevant to their position. ECOLOGY will provide additional training to ensure that CONTRACTOR’s staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the PPA Partnership.

ECOLOGY staff and experienced PPA Specialists will provide a variety of training support to new PPA staff. ECOLOGY will provide new hires a “welcome email” within the first two weeks of work as a PPA Specialist. This email will provide instructions for accessing the PPA Partnership SharePoint, LSC Database, and guidance on resources and training. All Specialists are expected to create an “alert” for the PPA Partnership SharePoint Discussion Board to receive email alerts at least once per week when topics are posted.

Table 7 below contains a tentative training schedule for monthly webinars and the twice annual All-Staff meetings; ECOLOGY will communicate the final schedule to the CONTACTOR.

New PPA Specialist Training & SharePoint Resources

New PPA specialist training is provided in the form of self-paced online modules available through ECOLOGY's Partnership SharePoint site, web-based new specialist discussion panels, and mentoring. The web-based new specialist discussion panels will be planned and conducted by ECOLOGY staff and include new specialists and experienced PPA specialists who can offer suggestions and feedback to new specialists. The discussion panels are scheduled for the second Thursday of every other month from 10:30 to 12:00. On occasion these meetings will need to be rescheduled to accommodate panelists or new specialists who cannot make the originally scheduled date. ECOLOGY staff will provide as much notice as possible when these panels are rescheduled.

Table 6: New Specialist Discussion Panel Schedule

2023	2024	2025
August 10, 2023	February 8, 2024	February 13, 2025
October 12, 2023	April 11, 2024	April 10, 2025
December 14, 2023	June 13, 2024	May 8, 2025
	August 8, 2024	June 12, 2025
	October 10, 2024	
	December 12, 2024	
Attendance Requirement: All new specialists who have not yet attended six (6) discussion panels are required to attend. Panelists are required to attend all discussion panels.		

Field Mentoring & Shadow Workday

The CONTRACTOR will provide training to their new staff to ensure they can perform field work. In addition, ECOLOGY will assign two experienced PPA Specialists as mentors to provide field training and support to a new hire. If available, one mentor will be from the CONTRACTOR's organization and the other mentor from another PPA contractor (partner) jurisdiction in as close a geography as possible. Mentors will be assigned within two weeks of notifying ECOLOGY of new staff hires.

Field mentoring will involve a series of accompanied field visits designed by the mentor and ECOLOGY staff to support the needs of the new hire. When the mentor and new hire determine they are ready, an ECOLOGY staff person will accompany the new hire on a few technical assistance visits in their jurisdiction on a shadow workday, to ensure that they are providing accurate information on proper waste management, spill prevention, storm water pollution prevention, and toxics reduction opportunities. See New Specialist Training Plan (link in Appendix A, *Statement of Work* section XII Resources) for additional details on mentoring and training resources provided to new specialists.

All-Staff Training for all PPA Specialists

All-Staff Trainings will be planned and conducted by teams of PPA Specialists from two or three PPA Partners, who have signed up to plan these trainings as a unique program element. When appropriate, these trainings will be held in-person to facilitate interaction and networking between PPA Specialists, ECOLOGY, and invited presenters.

Training topics at All-Staff Trainings are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Typically, these trainings are held the second Wednesday in September/October and March/April. The in-person trainings are typically scheduled to run between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed (see state travel rules). ECOLOGY must pre-approve overnight travel if it is being charged to the PPA partner budget.

When trainings are held virtually online, the training will typically be scheduled for 8:30 a.m. to 12:00 p.m. across two days, usually a Tuesday and Wednesday.

Attendance Requirement: Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA Specialist per jurisdiction to attend the All-Staff Training. This person is responsible for disseminating information back to the PPA Specialists from that jurisdiction. Managers are welcome to attend the All-Staff Trainings but are not required to attend.

Generally, training substitutions are not allowed for the All-Staff Training, however, exceptions may apply. Ecology staff must approve non-emergency absences or training substitutions at least two weeks prior to the training.

Monthly Webinar Trainings

ECOLOGY conducts monthly webinar trainings during most of the months of the year. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA Partners. ECOLOGY will also ask PPA Partners to present on case studies.

These meetings are one and a half hour (1.5 hours) sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to eight (8) webinars will be scheduled each year. See Table 7 for the tentative training schedule.

Attendance Requirement: Each PPA Specialist must attend at least six (6) of the eight (8) Webinars each year.

Other trainings, relevant to PPA Specialists' work, may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by the PPA Coordinator at least two weeks in advance of the Webinar that will be missed by the Specialist.

Table 7: Tentative Training Schedule (Subject to Change)

Date	Training Type	Date	Training Type
July 2023	No Training	July 2024	No Training

August 9, 2023	Webinar	August 14, 2024	Webinar
September 13, 2023	Webinar or All-Staff	September 11, 2024	Webinar or All-Staff
October 11, 2023	Webinar or All-Staff	October 9, 2024	Webinar or All-Staff
November 8, 2023	Webinar	November 13, 2024	Webinar
December 13, 2023	Webinar	December 11, 2024	Webinar
January 10, 2024	Webinar	January 8, 2025	Webinar
February 14, 2024	Webinar	February 12, 2025	Webinar
March 13, 2024	Webinar or All-Staff	March 12, 2025	Webinar or All-Staff
April 10, 2024	Webinar or All-Staff	April 9, 2025	Webinar or All-Staff
May 8, 2024	Webinar	May 14, 2025	Webinar
June 12, 2024	Webinar	June 11, 2025	Webinar
Attendance Requirement: Each PPA Specialist must attend at least six (6) of the eight (8) scheduled Webinars each year. PPA Specialists must attend both All-Staff Trainings unless prior approval has been obtained from the PPA Coordinator.			

Section IX: Reporting and Contract Changes

Quarterly Progress Reports

A brief progress report shall be submitted quarterly with each invoice (See Schedule in Section X, Table 8, *Invoicing Schedule*). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on unique program elements, and any other information regarding contract performance that should be brought to ECOLOGY's attention. The Quarterly Progress Report should **ONLY** include the status of the work conducted during the quarter and **NOT** include a roll-up of progress to-date since it serves as backup documentation for the expenses included in the quarterly invoicing. See Appendix A, *Statement of Work*, Section X, Invoicing.

Annual Reports

Annual Reports are used to briefly summarize contract status to-date including; number of site visits performed, unique program element activities conducted, Technical Assistance target activities conducted, lessons learned, and budget status. Annual reports shall be provided to ECOLOGY by **July 31, 2024, and July 31, 2025**. The report shall include two to three "case studies" of a business or organization that benefitted from a PPA site visit. Photographs of the business before and after the visit, showing the beneficial changes should be provided, if possible. The second-year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available on the PPA Partnership SharePoint. ECOLOGY will request, with advanced notice, that PPA CONTRACTORS provide presentations on their case studies at Webinars and/or All-Staff Trainings.

Contract Changes

Any of the following changes shall be reported to the ECOLOGY PPA Partnership Coordinator within **10 business days**.

- Key personnel changes (staff or manager leaving, new hires, etc.). Changes to key personnel must be documented with updated copies of the key staff table.
- Initiation of, or changes to, a subcontract. See Section 18 of the Interagency Agreement for specific information that is required regarding subcontractors.

Section X: Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4). In addition, the following information is provided:

- See also Appendix A, *Statement of Work*, Section V.
- The Invoice Voucher (form A19-1A) must have a wet signature or scanned, if submitted electronically. An electronic signature is also allowed for electronic submittals. If submitting a scanned or electronic copy, the CONTRACTOR will retain the original signed A19-1A in CONTRACTOR's records, per record retention requirements.
- Supporting documentation may be submitted via email.
- Each invoice shall only bill for actual hours worked during the quarter, which may be higher or lower than the FTE estimate in Appendix A, *Statement of Work*, Section 1, Table 1 – Key Staff Table.
- Quarterly invoicing will follow the schedule in Table 8.

Table 8: Invoicing Schedule

Quarter in Contract Cycle	Months in Quarter	Invoice Due Date
1	July, August, September 2023	November 10, 2023
2	October, November, December 2023	February 9, 2024
3	January, February, March 2024	May 10, 2024
4	April, May, June 2024	July 31, 2024*
5	July, August, September 2024	November 8, 2024
6	October, November, December 2024	February 7, 2024
7	January, February, March 2025	May 9, 2025
8	April, May, June 2025	July 31, 2025*
* - Earlier due date during these quarters due to end of fiscal year requirements.		

Section XI: Small Change Voucher Program

The CONTRACTOR will offer businesses vouchers for the cost of pollution prevention equipment or other recommendations, in accordance with the procedures developed for this voucher program. Payments will be made directly by the CONTRACTOR to the business. Examples of qualifying equipment or costs

include but are not limited to; secondary containment, drum covers, drum funnels with lids, infrastructure changes, substitution of less toxic products, and catch basin cleaning. The CONTRACTOR must maintain records for each of their voucher reimbursement payments, and ensure a business is limited to one voucher per calendar year. Each voucher payment will be capped at \$500.00 or less. These reimbursements will come from the Small Change Voucher Program budget category (see Appendix B). Documentation of voucher payments will be submitted to ECOLOGY with the quarterly invoicing (See Section X).

The CONTRACTOR will follow the procedures approved by ECOLOGY and housed on the PPA Partnership SharePoint.

Section XII: Resources

The following are link to resources to materials referenced in this contract. Links and resources listed are subject to change.

- PPA Partnership SharePoint:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/SitePages/Home.aspx>
- LSC Database: <http://ecyaphwtr/lsc/Search.aspx>
- Invoice Voucher A19-1A:
<https://des.wa.gov/sites/default/files/public/documents/HRPayroll/SACS/A-19-1AForm.doc?=5c82f>
- Partnership Report Templates:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Templates/Forms/AllItems.aspx>
- Checklists & Tip Sheets:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Checklist%20%20Tip%20Sheets/Fo rms/AllItems.aspx>
- New Specialist Training Plan:
https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/ layouts/15/guestaccess.aspx?guestacc esstoken=sKGMtCuahLyLqRg3DVAfFJUEFUmri%2f47wAGdA%2bVUOdY%3d&do cid=2_1d683e4662c1b424896349a0e1ead4150&rev=1
- New Specialist Training modules:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/New%20Specialist%20Training/For ms/By%20Training%20Type.aspx>
- Travel Per Diem Rates:
 - Rate Tables - <https://ofm.wa.gov/accounting/administrative-accounting-resources/travel/diem-rate-tables>
 - Rate Map - <https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

APPENDIX B BUDGET DETAIL

See Section # 3, *Compensation* and Section # 4, *Billing and Payment Procedures*, for additional instructions.

Category		Amount
Salaries		\$109,376.09
Benefits		\$58,894.82
Subcontracts		
Goods & Services (see Table A Below)		\$15,500.00
Equipment (see Table B Below)		\$3,000.00
Travel / Training		\$2,500.00
Small Change Voucher Program (See Section XI)		\$5,000.00
Subtotal Direct Costs		\$194,270.91
Indirect Costs*	Rate (%)	23%
	Indirect Amount	\$38,702.31
Total Award		\$232,973.22

* ☒ **Applied to Salaries & Benefits, OR**

☐ **Applied to All Categories Except Small Change Voucher Program**

Table A: Goods & Services

Goods & Services over \$1,000 must be listed here or approved by ECOLOGY PRIOR to reimbursement.	Estimated Cost
EnviroStars Fee – Year 1	\$6,000.00
EnviroStars Fee – Year 2	\$6,000.00

Table B: Equipment

Equipment over \$1,000 must be listed here or approved by ECOLOGY PRIOR to reimbursement.	Estimated Cost

APPENDIX C

SPECIAL TERMS AND CONDITIONS

- 1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion
 - a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in [The System for Award Management](#) and print a copy of completed searches to document proof of compliance.
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ISLAND COUNTY COUNTY ADMINISTRATION

WORK SESSION AGENDA

DATE: 10/11/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Michael Jones, County Administrator

Amount of time requested for agenda discussion. 30 minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: Follow Up on RCED Application for N. Whidbey Sewer Design from the City of Oak Harbor

Description: Island County received a Rural County Economic Development Grant Fund applications from the City of Oak Harbor for the N. Whidbey Sewer Expansion Design. The Board preliminarily awarded the grant and directed the County Administrator to coordinate with the City on the preservation of affordable housing in the sewer service area to avoid displacement of housing units after sewer system construction. This is a report back on the outcome of meetings with the City staff.

Attachment: None

Request: *(Check boxes that apply)*

☐ Move to Consent

☐ Move to Regular

☐ None/Informational

☐ Discussion

☒ Signature Request

☒ Other: To award grant w/o housing contingency or withdraw award.

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable



ISLAND COUNTY HUMAN RESOURCES/GSA

WORK SESSION AGENDA

DATE: 10/11/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Catherine Reid, Director

Amount of time requested for agenda discussion. 15 minutes

Agenda Item No.: 1

Subject: Content Governance Policy

Description: Draft Resolution adopting Updated Content Governance Policy which establishes the process for policies, procedures and rules that will govern how records are managed through Enterprise Content Management.

Attachment: Draft Policy

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"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☒ Not Applicable

Budget Review Complete: ☐ In progress

Agenda Item No.: 2

Subject: WSU Extension

Description: 2023 Memorandum of Agreement with WSU setting forth the scope of work included in the budget allocation for 2023.

Attachment: Memorandum of Agreement

Request: *(Check boxes that apply)*

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

IT Review Complete: ☒ Not Applicable

Budget Review Complete: ☐ In progress



ISLAND COUNTY

Content Governance Policy

OCTOBER 9, 2023

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Introduction

This Island County (IC) Content Governance and Use document includes information regarding the Content Governance Committee, the Policy, and supplemental information.

The policy formally outlines how operational activity should be carried out to ensure Island County content is accurate, accessible, consistent, and protected. The document establishes who is responsible for information under various circumstances and specifies what procedures should be used to manage and protect it.

Committee

The Island County Content Governance Committee consists of:

1. IC County Administrator (or Delegate)
2. IC Information Technology (IT) Director (or Delegate)
3. IC General Services Director (or Delegate)
4. IC Risk Manager (or Delegate)
5. IC Records Manager (or Delegate)

Purpose

1. Island County policy is that content in all its forms (written, spoken, electronic or printed) must be protected from accidental or intentional unauthorized modification, destruction, or disclosure throughout its life cycle. This protection includes an appropriate amount of security over the equipment, software and practices used to process, store, or transmit data or information.
2. Content governance policies and procedures will be reviewed by the Content Governance Committee.
3. Island County will provide training on content governance policy and procedures.

Data Definitions and Responsibilities

Definitions:

- | | |
|---------------------|---|
| A. Availability: | The degree to which content or information is accessible and usable upon demand by an authorized person. |
| B. Confidentiality: | The degree to which content or information is restricted from disclosure to unauthorized persons or processes. |
| C. Data: | Raw facts or figures without meaningful organization or analysis that comprises content or information when organized and analyzed. |

D. Content	Any written, electronic, printed or spoken information generated or collected by the County whether electronically stored or stored as hard copy. This is inclusive of data.
E. Content Integrity	The accuracy and consistency of information, and the assurance that it has not been altered or destroyed in unauthorized ways.
F. Involved Persons:	Every person receiving or generating content and every user of Involved Systems at Island County – no matter what their status. This includes employees, elected officials, contractors, consultants, temporaries, volunteers, interns, etc.
G. Involved Systems:	All computer equipment/devices and network systems that are operated within or by the County physically or virtually which gather or include content. This includes all platforms (operating systems), all computer/devices (desktops, smartphones, telephones, laptops, tablets, etc.), and all applications, content and data (whether developed in- house or licensed from third parties) contained on those systems.
H. Personally Identifiable Information (PII):	PII is any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace a person's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
I. Risk:	The probability of a loss of confidentiality, integrity, or availability of information resources.

Scope

The Policy will establish, implement, and maintain content and information security measures. The policy, standards, processes, and procedures apply to all County employees, departments, and elected offices as well as contractual third parties and volunteers who have access to County content, data or data systems.

This policy applies to all forms of content, data and information, including but not limited to:

1. Content that is printed or written in hard copy,
2. Communication sent by mail, courier, fax, electronic mail, text chat, or any form of social media,
3. Data and content stored on IC servers, PCs, laptops, in tablets, mobile devices, and
4. Data and content stored on any type of IC internal, external, or removable media or cloud-based service.

Compliance

Island County will abide by any law or contractual obligations affecting its content management and data systems. The County complies with all regulations including but not limited to:

1. Health Insurance Portability and Accountability Act (HIPAA)
The Health Insurance Portability and Accountability Act applies to organizations that electronically transmit or store Protected Health Information (PHI). It contains standards originally intended to combat waste, fraud, and abuse in health care delivery and health insurance, but is now used to measure and improve the security of health information as well. (<http://www.hhs.gov/ocr/privacy/hipaa/understanding/>)
2. Payment Card Industry Data Security Standard (PCI)
The Payment Card Industry Data Security Standard was created by a consortium of payment brands including American Express, Discover, MasterCard, and Visa. It covers the management of payment card data and is relevant for any organization that accepts credit card payments. (www.pcisecuritystandards.org)
3. Criminal Justice Information Services (CJIS)
The Criminal Justice Security Standard contains information requirements, guidelines and agreements reflecting the will of law enforcement and criminal justice agencies for protecting the source, transmission, and generation of information. (www.fbi.gov/services/cjis/cjis-security-policy-resource-center)
4. Children's Online Privacy Protection Act (www.ecfr.gov/current/title-16/part-312)
5. Superior Court Administrative Records – [General Rule 31.1](#)
6. Juvenile Court Records – RCW [13.50.050](#) & [13.50.100](#)
7. The Washington State Public Records Act ([RCW 42.56](#))
8. Washington State Records Retention policy ([RCW 40.14](#))
9. Island County Department Level Policy

Audit Controls

Hardware, software, services, and/or procedural mechanisms that record and examine activity in information systems that contain or use PII may be reviewed by the Content Governance Committee. Further, the committee may also regularly review records of information systems activity, such as audit logs, access reports, and security incident tracking reports.

Managing Risk

Information is an asset; there is risk involved in creating, retaining, and dispersing it. It is incumbent upon Island County to mitigate that risk.

1. An analysis of Island County data systems and content management procedures will be conducted on a periodic basis to document and eliminate threats and vulnerabilities to content and data.
2. Regular employee training will reduce the amount and scope of content and data vulnerabilities.

Determining and addressing an estimate of the risks to confidentiality, integrity, and availability of agency information from the combination of threats, vulnerabilities, and asset values is an ongoing, perpetual process. The frequency of the risk analysis is determined by the Island County Risk

Manager. Identified risks will be communicated to the Content Governance Committee for evaluation and mitigation.

Content Classification

Classification is used to promote proper controls for ensuring the accessibility of content and data. Regardless of classification, the integrity and accuracy of all classifications of content and data are protected. The classification assigned and the related controls applied are dependent on the sensitivity of the content and data. Content and data are classified according to the most sensitive detail they include. Data and content recorded in several formats (e.g., source paper document, electronic record, report) have the same classification regardless of format.

Levels of Classification

A. Personally Identifiable Information (PII)

PII is information about an individual maintained by the County, including:

- a. Any information that can be used to distinguish or trace a person's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records.
- b. Personal Health Information (PHI) to include an individual's past, present, or future physical or mental health or condition, the provision of health care to an individual, and the past, present, or future payment for the provision of health care to an individual.
- c. Any other information that is linked or linkable to an individual, such as educational, financial, and employment information.

Any disclosure of these records must be in accordance with applicable law.

B. Confidential Information

1. Confidential Information is very important and highly sensitive material that is not classified as PII. This information is private or otherwise sensitive in nature and must be restricted to those with a legitimate business need for access or in accordance with applicable law.

Examples of Confidential Information may include personnel information, key financial information, privileged information between attorney and client, proprietary information of partners, criminal justice information, system access passwords and information file encryption keys.

2. Decisions regarding providing access to confidential information must always be cleared through the information custodian and custodian department head or elected official.

C. Public Information

Public Information may include personnel directories, internal policies and procedures, and organization wide communications such as newsletters and announcements.

Public Information is intended for unrestricted use within the County, and in most cases the public. This type of information is already widely distributed, or it could be so distributed within the County without advance permission from the information custodian.

ISLAND COUNTYISLAND COUNTY CONTENT GOVERNANCE ORGANIZATIONAL CHART

Island County Content Governance Committee

County Administrator | IT Director | GSA Director | Risk Manager |
Records Manager

Develops and establishes County principles, priorities,
and standards of Content Governance; provides guidance to the Content
Management Team in pursuit of policy goals



Island County Content Management Team

(GSA/IT Personnel)

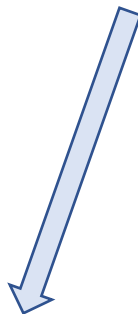
Produces, maintains, and enforces rules, processes, and procedures in
accordance with policy as established by Content Governance
Committee; Directs and advises wider content community in effective
adherence to policies and procedures; Coordinates response to
security threats and incidents



User Management

(IT & Department Management)

Develop role-based security and access profiles, review and
approve requests for access; monitor and address security threats;
provide training and support to user community; purchase,
configure and install data systems, software, and technology



Information Custodians

Develop and maintain comprehensive knowledge and expertise regarding the information in
their care; Understand and apply retention standards to information under their authority;
monitor use of and access to information to ensure security, integrity, and accessibility; follow
direction of Content Manager and User Management in response to security threats and
incidents



Users

Comply with all content security procedures and guidelines as established in Content Governance Policy; Access
information only in support of authorized job responsibilities; keep personal authentication devices confidential;
Promptly report the loss or misuse of Island County information to Information Custodian and User Management; follow
corrective action as directed.

Responsibilities

A. Content Governance Committee: The Content Governance Committee for Island County is responsible for ensuring security policies, procedures, and standards are in place and adhered to by the County. Other responsibilities include:

1. Reviewing the Content Governance Policy annually and communicating changes in policy to all involved parties.

B. Content Management Team: The Content Management Team for Island County is responsible for working with the Board of County Commissioners, Content Governance Committee, user management, custodians, and users to develop and implement security policies, file structure, procedures, and controls. This team is made up of members from both the IT and GSA Departments. Specific responsibilities include:

1. Educating data custodians and manage custodians and users with comprehensive information about security controls affecting system users and application systems.
2. Providing basic security support for all systems and users.
3. Advising custodians in the identification and classification of technology, content and data related resources. (See [Levels of Classification](#))
4. Guiding users in the implementation of security controls for information on systems, from the point of system design, through testing and production implementation.
5. Performing or overseeing security audits.
6. Reporting status regarding information security regularly to the Board of County Commissioners.

C. User Management: Island County's departmental management and elected officials are responsible for overseeing their staff use of information and systems, including:

1. Reviewing and approving all requests for their employees' access authorizations.
2. Initiating security change requests to keep employees' secure access current with their positions and job functions.
3. Revoking physical access to terminated employees.
4. Providing employees with the opportunity for training needed to properly use computer systems.
5. Reporting promptly to the IT Department the loss or misuse of Island County information.
6. Initiating corrective actions when problems are identified.
7. Following existing approval processes for the selection, budgeting, purchase, and implementation of any technology or data system/software to manage information.
8. Following all privacy and security policies and procedures.

D. Information Custodian: The custodian of a collection of information is usually the administrator or supervisor responsible for the creation of that information or for overseeing the use and retention of that information. In some cases, the custodian may be the primary user of that information. In this context, custodianship does not signify proprietary interest, and custodianship may be shared. The custodian of information has the responsibility for:

1. Knowing the information for which they are responsible.
2. Administering access to information.

3. Determining a record retention period for the information, relying on Washington State retention guidelines and County standards, Content Governance Committee guidelines or in consultation with the Island County Records Manager.
4. Ensuring appropriate procedures are in effect to protect the integrity, confidentiality, and availability of the information used or created.
5. Authorizing access and assigning content custodianship if applicable.
6. Specifying controls and communicating the control requirements to the content custodian, Involved Persons and users of the information.
7. Reporting promptly to the IT Director or Records Manager the loss or misuse of Island County content or data.
8. Initiating corrective actions when problems are identified.
9. Promoting employee education and awareness by utilizing programs approved by the Information Technology Department, where appropriate.
10. Following existing approval processes for the selection, budgeting, purchase, and implementation of any technology or data system/software to manage information.

F. User: The user is any person who has been authorized to receive, read, enter, print, or update information. A user of information is expected to:

1. Access or receive content and information only in support of their authorized job responsibilities.
2. Comply with all content and data security procedures and guidelines in the Island County Content Governance and Use Policy and all controls established.
3. Keep personal authentication devices (e.g., passwords, secure cards, PINs, access codes, etc.) confidential.
4. Report promptly to the IT Department or Records Manager the loss or misuse of Island County information.
5. Follow corrective actions when problems are identified.

Systems and Information Control

Any computer, laptop, mobile device, printing and/or scanning device, network appliance/equipment, AV equipment, server, internal or external storage, communication device or any other current or future electronic or technological device may be referred to as systems. All involved systems and information are assets of Island County or Washington State and are expected to be protected from misuse, unauthorized manipulation, and destruction. These protection measures may be physical and/or software based.

Ownership of Software: All computer software developed by Island County employees or contract personnel on behalf of the County, licensed or purchased for County use is the property of Island County and must not be copied for use at home or any other location, unless otherwise specified by the license agreement. (Also see [IT Usage Policy](#) – Section 5 – Custodianship of Electronic Records)

Software Installation and Use: All software packages that reside on technological systems within or used by Island County must comply with applicable licensing agreements and restrictions and must comply with Island County acquisition of software procedures unless proprietary in nature as defined by Washington State. (See [IT Usage Policy](#), Section 6 - Acquisition of IT Resources)

Virus, Malware, Spyware, Phishing and SPAM Protection: Virus checking systems approved by the IT Department are deployed using a multi-layered approach (computers, servers, gateways, firewalls, filters, etc.) that ensures all electronic files are appropriately scanned for viruses, malware, spyware, phishing, and SPAM. Users are not authorized to turn off or disable protection systems or to install other systems. (See [IT Usage Policy](#), Section 8 – 14)

Access Controls: Physical and electronic access to information systems that contain Personally Identifiable Information (PII), Confidential information, Internal information and computing resources is controlled. To ensure appropriate levels of access by internal workers, a variety of security measures are instituted as recommended by the Content Governance Committee and approved by Island County. (See [IT Usage Policy](#) – Section 7 Accessing IT Resources)

Content Transfer, Exchange, and Printing:

1. **Content Transfer** - Downloading, uploading, or transferring PII, Confidential Information, or other Information between systems is controlled. Requests for mass download of, or individual requests for, information that includes PII for research or any other purposes must be in accordance with this policy. All other mass downloads of information must be approved by the IT Director and include only the minimum amount of information necessary to fulfill the request. A Contractual or Data Sharing Agreement must be in place when transferring PII to external entities such as software or application vendors or business partners.
2. **Other Electronic Content Transfers and Printing:** PII, Confidential Information, and Other Information must be stored in a manner inaccessible to unauthorized individuals. PII and Confidential Information must not be downloaded, copied, or printed indiscriminately or left unattended and open to compromise. PII that is downloaded should be de-identified before use.

IT Disaster Recovery: Controls must ensure that Island County can recover from any damage to critical systems, data, or information within a reasonable period of time. Each department, or individual is required to report any instances immediately to the IT Director for response to a system emergency or other occurrence (for example, fire, vandalism, system failure and natural disaster) that damages content, data or systems. See the IT Department for details of the IT Disaster Plan.

ORSO# 100275-024
County: Island County
County Director: Sarah Bergquist
Contact: Lisa L. bruce
 509 335 0502
lisa-bruce@wsu.edu

2023 County MOA Documents

Instructions:

Please sign and return to:

Lisa L. Bruce
 Extension
 Zip 6248

Allocation:

GR00010585	00 Salaries	102,441.00
	Total	102,441.00
GR00010584	00 Salaries	187,090.00
	03 Goods/Services	16,501.00
	Total	203,591.00
Forestry GR00010583	00 Salaries	18,500.00
	Total	18,500.00
Project Total:		324,532.00

Fixed Price
off campus

PI	Sarah Bergquist
COST CENTER REGION:	RG-10 PULLMAN
COST CENTER HIERARCHY:	CAHNRS
COST CENTER:	CC0254-Extension
AITERNATE REPORTING:	AF003-Extension
EXTENSION LOCATION:	EF0015 - Island

Contact for invoicing is as follows:

Nicole Wheat | General Services Administration | 1 NE 7th St., PO BOX 5000, Coupeville, WA 98239

MEMORANDUM OF AGREEMENT

Between

WASHINGTON STATE UNIVERSITY EXTENSION

And

Island County

APPENDIX A

The following funds will be provided under this Memorandum of Agreement for the period January 1, 2023 through December 31, 2023 to provide an extension program.

Federal Funds \$0.00_____

Non-Federal Funds \$ 324,532

TOTAL FUNDS \$ 324,532

It is understood that non-Federal funds provided by the County in support of this agreement may be identified by WSU as match for Federal capacity program (Hatch Act, Smith-Lever Act, etc.) funds received by WSU to support Extension activities.

 9/11/2023

Dr. Vicki McCracken
Associate Dean and Director
WSU Extension

Date

County Commissioners
or County Executive

Date

 9/12/2023

Matthew Michener
Assistant Director
Office of Research Support and Operations

Date

Associate

August 30th, 2022

Exhibit A- 2023
Educational Programs Provided by WSU

For the amount of \$324,532 for the calendar year 2023, WSU Extension agrees to maintain office services from 9:00 AM to 4:30 PM five days a week (Monday through Friday) at the main WSU Extension office at 406 N. Main Street in Coupeville or virtually if restricted by State or WSU guidelines for compliance with the Covid-19 pandemic. WSU agrees to notify the Island County in the event office services can't be maintained for a week or longer. In exchange, WSU Extension agrees to provide the following services with the indicated performance assessments to be summarized in an Impact Statement for each program no later than September 30, 2022, for the previous twelve months:

Agricultural and Natural Resources

Operate an Agricultural and Natural Resources program to include:

1. Farm Systems outreach, applied research, and education to commercial agricultural producers in Island County:
 - a. Offer at least two workshops or programs in animal husbandry, irrigation, drainage, crop production, farm safety, or other topics appropriate for Island County producers.
 - b. Depending on demand, offer a yearly workshop focused on encouraging support for women in agriculture.
 - c. Depending on demand, offer multi-week courses from Cultivating Success program to encourage and assist new farmers.
 - d. Facilitate continuing education-focused monthly meetings of the Whidbey Island Growers Association with the Conservation District.
 - e. Provide access to WSU technical assistance and recommendations for all levels of agricultural need.
2. Master Gardener program to include:
 - a. Provide oversight of trained volunteers and management of a demonstration garden at the Greenbank Farm.
 - b. Coordinate with the Island County Master Gardener Foundation to deliver outreach to Island County residents through plant clinics, workshops, and youth education programming.
 - c. Depending on demand, offer Master Gardener training at least once every other year.
 - d. Offer at least ten continuing education programs to Master Gardeners that will also be open to the public at no charge.
 - e. Answering gardening questions and the needs of the general public in various formats.
3. **Shore Steward education and outreach to Island County residents:**
 - a. Produce at least four Shore Stewards newsletters per year through the Shore Stewards participants listserv and make these newsletters available to the public through the WSU Island County Shore Stewards Facebook page and the WSU Extension Island County webpage.

- b. Actively engage and recruit new Island County property owners on best practices for living on the Shore of Whidbey and Camano Islands
- c. Offer at least four seminars or workshops on shoreline living or related topics.
- d. Serve as an exofacial member of the Marine Resources Committee

4. Forestry program to include education and outreach to Island County residents:

- a. Three online Coached Planning courses available to Island County forest owners
- b. An online winter school available to Island County forest owners based on demand
- c. An online field day available to Island County forest owners
- d. Newsletters, websites, directories, and other online resources available and relevant to Island County forest owners
- e. Off-site technical assistance consultations as needed for Island County forest owners
- f. Two new or revised Extension publications relevant to Island County forest owners submitted for publication
- g. Six new or revised online modules relevant to Island County forest owners submitted for publication
- h. 1-, 3-, and 8-Year follow-up assessments of major programs done for Island County forest owners in 2021, 2019, and 2014.
- i. 2 Island-county specific online workshops/seminars (e.g., an Island County specific topic or for an Island County organization such as Sound Waters, Camano Backyard Habitat, or Island County MGs)
- j. One in-person workshop on Whidbey

5. Waste Wise program provides education on reducing waste through reduction, reuse, recycling, and compost.

Oversee the implementation of the Waste Wise program to provide community education and outreach regarding waste reduction, reuse, recycling, and composting to the youth, adult, and commercial populations.

- a. Educational outreach:
 - i. Educational Material Development – Research and develop three fact sheets/brochures/promotional documents, webpages, or newspaper articles. Topics might include contamination, local recycling habits, food waste, promotion of reuse stores, or other issues as needed.
 - ii. Assist in Solid Waste Management CROP.
 - iii. Youth Education Outreach - As possible, conduct classes and support projects in a minimum of three schools.
 - iv. Adult Education Outreach - For adults, conduct four or more waste reduction classes/workshops/presentations online or in person.
- b. Waste reduction consultation and support:
 - i. Provide facilities, businesses, and organizations with education and consultation support.
 - ii. As possible, provide waste reduction event consultation/support for community events and host or manage reduce/reuse/recycle events.

- c. Volunteer management:
 - i. Create and conduct Waste Wise training, provided demand is present.
 - ii. Provide general volunteer training and support.
- d. Additional Duties and Activities:
 - i. Engage in conferences, partnerships, professional development.
 - ii. Maintain administrative duties
- e. Litter reduction program (Community Litter Cleanup Program):
 - i. Recruit, coordinate, and monitor “purple card” volunteer cleanup activities.
 - ii. Collect up to five thousand pounds of litter on beaches.
 - iii. Coordinate approximately one thousand hours of volunteer time for beach litter cleanup and outreach projects.
 - iv. Coordinate beach litter cleanup post- July 4 activities at Double Bluff Beach.
 - v. Provide litter education through monthly newsletters and weekly emails.
 - vi. Research and create brochure or factsheet covering plastics and brochure covering the program.

Youth and Family Programs

Operate a 4-H Youth Leadership Program to include programming for youth between five and nineteen years of age in leadership, citizenship, and life skills.

1. Operate a 4-H Youth Leadership Program to include programming for youth between the ages of five and nineteen in leadership, citizenship, and life skills.
 - a. Set a goal of serving at least one hundred and fifty youth.
 - b. Set a goal of recruiting six new leaders and twenty-five new youth members.
 - c. Set a goal of two new clubs, including one STEM-oriented club.
 - d. Recruit Island County 4-H youth to the 2023 Know Your Government (KYG) training in Olympia.
 - e. Maintain an adult volunteer program for the 4-H Youth Leadership Program.
 - f. Conduct at least four events for all 4-H members.
 - g. Attempt to get 4-H programming on Camano Island.

2. Operate a Family and Consumer Science Nutrition Education and Food Access program to include:

Deliver the SNAP-Ed and community garden program in eligible areas, including schools, food banks, farmers markets, and other food access points available to SNAP-eligible families and individuals, including those stationed at Naval Air Station Whidbey Island.

- a. Operate a Family and Consumer Science Nutrition Education and Food Access program conducted through SNAP-Ed, focused on school and community gardens in eligible schools and other community sites.
- b. Coordinate school gardens at Crescent Harbor and Olympic View Elementary School.
- c. Facilitate the use of the gardens by school staff, parents, and community members to support policy, systems, and environmental changes that improve the food and nutrition.

- d. Conduct needs assessments in the broader community to identify additional opportunities to improve access to healthy foods and physically active lifestyles for SNAP-eligible individuals and families, including those serving at the NAS.

Higher Education

For Credit Course Access- provide physical access to WSU higher educational opportunities for both credit and continuing education programs available through WSU Academic Media Services and Global Campus.

- a. Provide open access to weekly seminars during the WSU fall and spring semesters – topics determined by request may be limited by COVID-19 restrictions.
- b. By prearrangement, offer classes for students enrolled in courses at WSU Everett or Pullman campuses

Federal Funds

The following funds will be provided under this Memorandum of Agreement for the period January 1, 2023 through December 31, 2023 to provide an extension program.

Federal Funds \$ _____ 0 _____

Non-Federal Funds \$324,532

TOTAL FUNDS \$324,532

It is understood that non-Federal funds provided by the County in support of this agreement may be identified by WSU as match for Federal capacity program (Hatch Act, Smith-Lever Act, etc.) funds received by WSU to support Extension activities.



ISLAND COUNTY BUDGET/RISK

WORK SESSION AGENDA

DATE: 10/11/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Susan Geiger, Director

Amount of time requested for agenda discussion: 3 hours

DIVISION: ARPA

Agenda Item No.: 1

Subject: Contract with Opportunity Council

Description: ARPA Affordable Housing Contract

Attachment: 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"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☒

DIVISION: Administrative

Agenda Item No.: 2

Subject: Request for Panic Button Notification Software

Description: Software allows desktop notification for panic button alerts.

Attachment: Memo, Quote: Alertus

Request: *(Check boxes that apply)*

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

IT Review Complete: ☒ In process

Budget Review Complete: ☒ In process

(continued on next page)

DIVISION: Budget

Agenda Item No.: 3

Subject: 2024 Budget & Supplemental Requests

Description: Review updates to the 2024 Proposed Budget, Fund Balances, and evaluate Supplemental Requests.

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 checked="" type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☒ In process

Island County
Contract Number:
CFDA # 21.027

Opportunity Council
1419 Cornwall Avenue
Bellingham, WA 98225

Contact: David Foreman
360.734.5121 Ext. 1251

Island County ARPA Affordable Housing Grant Contract For Opportunity Council.

Introduction

Island County ("COUNTY") received American Rescue Plan Act ("ARPA") funds enacted by Congress and signed into law by President Joe Biden on March 11, 2021. These funds are also known as State and Local Fiscal Recovery Funds ("SLFRF.") The Board of Island County Commissioners ("BOCC") allocated \$9.5 million dollars of these funds for affordable housing in the COUNTY. On January 10, 2023, the BOCC approved grants totaling \$6,995,992 for three organizations for affordable housing. This "CONTRACT" is made pursuant to the Request for Projects for Affordable Housing approved by the BOCC on January 10, 2023.

Island County has selected Opportunity Council, as a "GRANTEE" to receive ARPA funds for the construction of apartments in Oak Harbor, WA for Island County households with an annual income at or below 80% of the Area Median Income ("AMI").

Section 1: Use of Funds and Property Location

The proceeds of this grant (the "Grant") shall be used for construction of an 82-unit apartment community with apartment units rented to eligible Island County households with an income at or below 80% of the area median income, as further specified in Section 8 of this CONTRACT. This apartment community is located at 820 N. Oak Harbor Road, Oak Harbor, Island County, Washington Parcel # R13335-330-1180. **Described on attached Exhibit I.**

The ARPA portion of this project must be completed within two (2) years of the contract effective date. The real property and any improvements made during this term are hereinafter referred to as the "Project."

The Tax Assessor parcel number is as follows: R13335-330-1180

Section 2: Amount and Terms of Funding

- A. The funding shall be provided as a Grant in the amount of Three Million, Nine Hundred Thousand Dollars (\$3,900,000.00) for infrastructure and pre-construction work at the Camas Flats "Project" located in Oak Harbor, Washington. The Grant shall come from Island County ARPA funds. GRANTEE will complete the work as provided in **Exhibit II, Scope of Work.**

- B. **Disbursement and Use of Grant Proceeds.** The Grant proceeds shall be disbursed upon submission of invoices for work performed under this CONTRACT. The Grant proceeds shall be used solely to pay a portion of costs for the Project as defined in Exhibit II, Scope of Work and certain Grant related expenses, all as approved by County. The COUNTY acknowledges that funds provided to GRANTEE in this CONTRACT will be loaned to an affiliated third party, Camas Flats Oak Harbor 1, LLLP (the "Partnership"), the Partnership being the entity responsible for payment of costs included in the Scope of Work. Invoices from vendors that are submitted by the GRANTEE for reimbursement under this CONTRACT may be addressed to the GRANTEE, the Partnership, or to Shelter Resources, Inc. ("SRI"), the GRANTEE's partner in the Partnership. The GRANTEE is responsible for monitoring performance and compliance with the CONTRACT by the Partnership and any other partner in the Partnership.
- C. Unless otherwise noted in this CONTRACT, reimbursement will be made on a reimbursement basis for expenses incurred after formal execution of this CONTRACT. Provided, however, GRANTEE may submit invoices for payment where costs were incurred prior to the Execution Date of this CONTRACT provided that the costs incurred are included in Exhibit II of the CONTRACT. GRANTEE shall provide appropriate documentation to support all costs claimed.
- D. Payment of funds shall be reimbursed after providing the detailed backup documentation of work completed through the submittal of receipts or payments made to the ARPA Program Coordinator in the Budget and Risk Management office on a monthly or quarterly basis.
- E. GRANTEE agrees to abide by the previous AWARD LETTER dated May 24, 2022 and the TRANSFER OPTION CONTRACT signed September 6, 2022. Documents referenced in Exhibit III.

Section 3: Contracted GRANTEE Sub-Recipient

The GRANTEE shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to the subcontracts.

Every subcontract prepared by GRANTEE to assist it to perform the Scope of Work under this CONTRACT shall bind the sub-recipient to follow all applicable terms of this CONTRACT. GRANTEE shall be responsible to the COUNTY if the sub-recipient fails to comply with any applicable term or condition of this CONTRACT. GRANTEE shall appropriately monitor the activities of the sub-recipient to ensure fiscal conditions of this CONTRACT. In no event shall the existence of a subcontract operate to release or reduce the liability of GRANTEE to the COUNTY for any breach in the performance of GRANTEE's duties. Every subcontract written related to this AGREEMENT shall include a term that the COUNTY is not liable for claims or damages to the extent arising from a subcontractor's performance of the subcontract.

Section 4: Covenant Running With The Land

For Multifamily Rental Projects, the GRANTEE shall cause to be recorded one or more covenant(s) running with the land (the "Covenant(s)") limiting the use of the Property or Properties to residential rental housing for households with an annual income at or below 80% AMI. This Covenant shall be for a term of no less than 40 years and may be renewed for additional terms as set forth in Section 5.

Section 5: Refinance And Future Encumbrance

Each and every contract, deed or other instrument executed conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the Covenant. Written notification must be provided to the Island County Board of County Commissioners ("BOCC") sixty (60) days prior to deed transfer, refinancing, reconveyance, or any further encumbrance on the Project or the Property. Such notification shall be made to the HUMAN SERVICES ("DEPARTMENT"). Prior to deed transfer, refinance, reconveyance, or other encumbrance, the County may at its discretion require a renewal of the 40 year restricted use Covenant.

Section 6: Casualty, Condemnation, Etc.

In the event of any fire or other casualty to the Properties or eminent domain proceedings resulting in condemnation of the Property or any part thereof, GRANTEE shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds.

Section 7: Period of Performance and Length of Commitment

- A. The effective date of this Contract shall be the date of the last signature.
- B. The activities in Sections 1 and 2 of this Contract shall be completed by the GRANTEE by a period of two-years (2) years from the effective date of this Contract.
- C. The GRANTEE shall notify and consult with the COUNTY whenever any event affects the timely completion/acquisition of the project as described in Section 1 of this Contract.
- D. The termination date of this Contract shall be 24 months from the date of the last signature.

Section 8: Target Population and Benefit Standard

The apartment units will be constructed for the sole purpose rental to Island County households, who at the time their application is approved, have a gross annual household income at or below eighty percent (80%) of the area median income for Island County, Washington, as adjusted annually by the United States Department of Housing and Urban Development. One manager's unit not subject to the 80% AMI limitation may be provided from the 82 units to be constructed.

Section 9: Reporting

Notification and documentation of the ARPA related financial expenditures of the "Project" must be completed by the GRANTEE and returned to the COUNTY within 15 business days following the completion of the quarter. Reporting will be due in January, April, July and October. Failure to file timely in accordance with COUNTY requirements may result in penalties that may include, but not be limited to, the COUNTY denying the GRANTEE's application in future funding rounds.

Section 10: Records

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

- B. GRANTEE's records relating to this CONTRACT and the projects funded may be inspected and audited by the COUNTY and/or its designee, by the Office of the State Auditor, or by other state or federal officials authorized by law, for the purposes of determining compliance by GRANTEE with the terms of this CONTRACT and to determine the appropriate level of funding to be paid under the CONTRACT.
- C. The records shall be made available by GRANTEE for such inspection and audit, together with suitable space for such purpose, at any and all times during GRANTEE's normal working day.
- D. GRANTEE shall retain and allow access to all records related to this CONTRACT and the funded project(s) for a period of at least six (6) years following final payment. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by GRANTEE until all litigation, claims, or audit findings involving the records have been resolved.

Section 11: Dependent Audit Requirements

GRANTEE shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the CONTRACT, readily delineating ARPA/SLFRF funds.

- 1. GRANTEE shall submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with GRANTEE's response to the audit and a corrective action plan, if any, no later than nine (9) months after the end of GRANTEE's fiscal year. GRANTEE hereby consents to COUNTY's receipt and review of the independent auditor's working papers, upon request by the COUNTY.
- 2. Failure to engage auditors and provide proof of such engagement shall be considered contractual non-performance and may result in corrective action and withholding of payment.
- 3. If, under separate CONTRACT, GRANTEE is required to provide a 2 CFR Part 200 annual audit, which, at a minimum, meets the requirements of this CONTRACT, then compliance with the other separate CONTRACT will also serve as compliance with the CONTRACT, provided that said audit is provided to the COUNTY.

Section 12: Single Audit Act Requirements

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. The term "non-federal entity," as defined in 2 CFR Part 200, means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- B. If GRANTEE is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in

the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. GRANTEE has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

- C. GRANTEE shall maintain auditable records and accounts to facilitate the audit requirement and shall ensure that any sub-recipients to the contracted GRANTEE also maintain auditable records. GRANTEE is responsible for any audit exceptions incurred by its own organization or of its sub-recipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. GRANTEE must respond to the COUNTY's requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from GRANTEE all disallowed costs resulting from the audit.
- E. Once the single audit has been completed and if it includes any audit findings, GRANTEE must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of GRANTEE's fiscal year(s):

Island County Budget Office
ARPA Program
1 NE 7th St.
Coupeville, WA 98239

- F. If GRANTEE claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, GRANTEE must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" to the COUNTY at the address listed above identifying this CONTRACT and explaining the criteria for exemption no later than nine (9) months after the end of the GRANTEE's fiscal year(s).
- G. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- H. GRANTEE shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this CONTRACT. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, FIRM's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; and, the suspension of federal awards until the audit is conducted.

Section 13: US Treasury Final Rule for Category 2: Negative Economic Impacts: Assistance to Households: Long-term Housing Security: Affordable Housing (2.15)

The American Rescue Plan (ARP) aims to respond to the negative economic impacts of the COVID-19 pandemic. The Final Rule outlines that ARP resources can be used for assistance to households.

The pandemic has had a severe impact on households, particularly low-income workers and communities and people of color. While eligibility is flexible to respond to a recipient's needs, the intent of this portion of ARPA is to remediate the impact of the pandemic on these households, businesses, non-profits, and workers in communities disproportionately affected.

Option 1: SLFRF funds used for affordable housing projects under the PH-NEI eligible use category are presumptively eligible if the project meets certain core requirements of the following expanded list of federal housing programs (Note that eligibility is separate from an award requirement):

- National Housing Trust Fund (HTF)
- HOME Investment Partnerships Program (HOME)
- Low-Income Housing Credit (LIHTC)
- Public Housing Capital Fund
- Section 202 Supportive Housing for the Elderly Program
- Section 811 Supportive Housing for Persons with Disabilities Program
- Project-Based Rental Assistance
- Multifamily Preservation & Revitalization Program
- Affordable housing projects provided by a Tribal government if they would be eligible for funding under the Indian Housing Block Grant program, the Indian Community Development Block Grant program, or the Bureau of Indian Affairs Housing Improvement Program

The program requirements of these federal housing programs that must be met for presumptive eligibility have been clarified to include four core requirements:

1. Resident income restrictions;
2. The affordability period and related covenant requirements for assisted units;
3. Tenant protections; and
4. Housing quality standards

Option 2: SLFRF funds used for affordable rental housing under the PH-NEI eligible use category are presumptively eligible uses if the units funded serve households at or below 65% of AMI for a period of 20 years or greater.

A broader range of affordable housing investments may also be eligible uses of SLFRF funds under the final rule if they are related and are reasonably proportional to addressing the negative economic impacts of the pandemic and otherwise meet the final rule's requirements. Depending on the needs of the local rental market, it may be reasonably proportional to address the negative economic impacts of the pandemic by funding units (e.g., up to 80% AMI) that do not fall into the presumptively eligible categories listed above.

Loan Flexibilities. SLFRF can now be used to fund the full principal amount of certain loans that finance long-term affordable housing investments. Among other requirements, the loans must have maturity and affordability covenants of 20 years or longer, including but not limited to loans that fund low-income housing tax credit (LIHTC) projects.

Additional uses recipients may consider offering down payment assistance. Examples of this assistance include:

- Contributions to a homeowner's equity at origination; or
- Establishing a post-closing mortgage reserve account on behalf of the borrower that may be utilized to make a missed or partial mortgage payment at any point during the term of the loan (e.g., if the borrower faces financial stress).
- Homeownership assistance that would be eligible under the Community Development Block Grant (24 CFR 507.201(n)) is also an eligible use of SLFRF funds.

Section 14: Construction

All terms and provisions in this Contract, as well as the attachments, shall be construed in accordance with their ordinary and customary meaning.

Section 15: Entire Contract

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

Section 16: Conformance

The GRANTEE agrees to comply with all requirements of the Treasury's Final Rule document 31 CRF Part 35 RIN 1505-AC77. If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

Section 17: Order of Precedence

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (1) Federal, State and local laws and regulations; (2) General terms and conditions; (3) Basic CONTRACT; (4) Scope of Work; (5) Approved County Plan; (6) Any other provisions whether incorporated by reference or otherwise.

Section 18: Approval

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

Section 19: Rights and Obligations

All rights and obligations of the parties to this Contract shall be subject to and governed by the specific terms and conditions contained in the text of this Contract and the following documents are incorporated into this Contract by reference: Addendum A, Certification of Suspension and Debarment; Exhibit I, Legal Description; Exhibit II, Scope of Work and Exhibit III, Award Letter and Transfer Option CONTRACT.

Section 20: Venue

In the event of litigation regarding the terms and enforcement of this contract, proper venue shall be Island County, Washington. This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract.

Section 21: Indemnification

The GRANTEE shall be solely responsible for administration of the Project. The GRANTEE 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 GRANTEE to comply with any of the terms of this CONTRACT or (ii) any loss or damage to real or personal property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use or financing thereof or (iii) any use of the Project in violation of applicable law (including environmental laws); provided, the GRANTEE has no obligation to indemnify the COUNTY for any claim or liability resulting from the COUNTY's negligence or willful misconduct. This paragraph shall survive the completion, expiration, and/or termination of this CONTRACT.

Section 22: Insurance

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

- A. The GRANTEE shall not commence work under this Contract until Island County Budget and Risk Management office has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and workmen's compensation to be maintained by the GRANTEE shall specifically include the COUNTY as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the COUNTY. The GRANTEE's insurance coverage shall be primary insurance as respect to the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the GRANTEE's insurance and shall not contribute to it.
- C. The GRANTEE shall maintain, during the term of the Contract, 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 COUNTY from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from

any operations under this contract whether such operations be by the GRANTEE or by anyone directly employed by or contracting with the GRANTEE.

Specific limits required \$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations

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

The Commercial General Liability Policy will contain an endorsement naming the COUNTY as Additional Insured (CG2010) and an endorsement that specifically states the GRANTEE General Liability insurance 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

- D. 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."
- E. The GRANTEE shall maintain, during the term of this Contract, Business Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect COUNTY from claims which may arise from the performance of this Contract, whether such operations be by the GRANTEE or by anyone directly or indirectly employed by the GRANTEE.
- F. 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 contract, and the policy shall state that coverage is Claims Made, and state the retroactive date.
- G. GRANTEE shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. GRANTEE shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.
- H. Industrial Insurance Waiver - With respect to the performance of this Contract and as to claims against the COUNTY, its officers, agents and employees, the GRANTEE expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this CONTRACT extend to any claim brought by or

on behalf of any employee of the GRANTEE against the COUNTY. This waiver is mutually negotiated by the parties to this CONTRACT.

- I. Professional Liability Insurance - Prior to the start of work, the GRANTEE 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 contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made from coverage shall be maintained by the GRANTEE for a minimum of three (3) years following the termination of this Contract, and the GRANTEE shall annually provide the COUNTY with proof of renewal.
- J. Subcontractors - GRANTEE shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated herein.

Section 23: Acceptance of Grant Terms. By signing this Contract, the parties agree to be bound by all of its terms and conditions. GRANTEE represents and warrants that the individual signing this Contract on behalf of GRANTEE has been duly authorized to do so.

Section 24: Suspension and Debarment

See attached Addendum A.

ISLAND COUNTY

OPPORTUNITY COUNCIL

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Janet St. Clair, Chair

Greg Winter, Executive Director

Date

Date

Addendum A

Certification of Suspension and Debarment

Opportunity Council, the GRANTEE certifies to the best of its knowledge and belief the entity and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency

Have not within a three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction, violation of Federal or State antitrust statutes or commission of embezzlement, forgery, bribery, falsification, or destruction of record, making a false statement or receiving stolen property

Not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of offenses in 2. above

Have not within a three-year period had one or more public transactions terminated for cause or default

The GRANTEE will provide current certification they are in good standing and not currently Suspended or Debarred from receiving Federal Funds. The GRANTEE shall also provide immediate written notice if at any time it learns that this certification has become erroneous by reason of changed circumstances.

By signing this certification, the GRANTEE agrees that it shall not knowingly enter into any lower tier covered transaction that the entity or principals are debarred, suspended, declared ineligible, proposed for debarment, or voluntarily excluded from participation in this covered transaction. The GRANTEE may rely upon certification of a lower tier covered transaction unless it knows that the certification is erroneous.

Greg Winter, Executive Director

Date

Exhibit I

LEGAL DESCRIPTION

PARCEL A (R13335-337-0980):DOT 1, OAK HARBOR SHORT PLAT NO. SPL-19-01, RECORDED OCTOBER 19, 2020, UNDER AUDITOR'S FILE NO. 4499766, RECORDS OF ISLAND COUNTY, WASHINGTON; BEING A PORTION OF THE G.W.L. ALLEN DONATION LAND CLAIM AND A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 35, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON PARCEL B (R13335- 330-1180):LOT 2, OAK HARBOR SHORT PLAT NO. SPL-19-01, RECORDED OCTOBER 19, 2020, UNDER AUDITOR'S FILE NO. 4499766, RECORDS OF ISLAND COUNTY, WASHINGTON; BEING A PORTION OF THE G.W.L. ALLEN DONATION LAND CLAIM AND A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 35, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON

Exhibit II

SCOPE OF WORK

1. Completing design of the project including architect fees, engineering fees, geotechnical and environmental consultants, traffic impact studies, construction estimating, surveyor, and related consultants.
2. Paying entitlement and permitting costs including building permits and impact fees to the City of Oak Harbor and utility providers.
3. Legal and title costs associated with acquisition, bond issuance, construction closing, and permanent closing.
4. Financing fees and interest for predevelopment, construction and permanent loans, bond issuance and public funding.
5. Construction hard costs to create the 82 units of housing including sales taxes.

**Island County Budget & Risk Management***Susan M Geiger, Director*1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-678-7837

Email: SM.Geiger@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

Date: October 2, 2023
To: Board of County Commissioners
From: Susan Geiger
Subject: Panic Button Notifications

Island County installed panic buttons in the buildings on the Coupeville Campus in late 2022. Implementation of the panic button system did not include an effective method to notify personnel when the system was activated.

Discussions with Facilities, IT, the Sheriff's Office, County Administrator and Risk Management focused on an effective way to communicate lock downs in the event of an activation of the system. Consensus was that a mass notification system was needed. IT received a quote for Alertus Mass Notification System. This system will allow for integration with existing systems and allow for expanding alert systems in the future.

The 2023 Budget does not include funding for this request. The first-year costs, including implementation is \$14,620. Annual cost to maintain the software and integration is \$9,920.

Action Requested:

Allow staff to move forward with the mass notification system and include the costs in the 2023 Budget Amendment. Funding may be from Current Expense or the Insurance Reserve Fund.

Alertus Mass Notification System **Capabilities Statement**

The Alertus Distinction

Alertus' nearly 20 years of industry experience and best practices have provided thousands of customers with the most comprehensive mass notification solutions on the market. We recognize each environment is as unique as our customers, so we pride ourselves on covering a wide range of capabilities to accommodate an organization's specific needs. We offer an extensive breadth of emergency notification solutions — both hardware and software — for emergency and routine communication. We have the tools to ensure maximum notification coverage for events ranging from active shooter, fire, and severe weather, to health protocols and internal communication. Alertus can effectively meet most major critical communication needs, including immediate system activation, unparalleled integration capabilities, and customizable features to keep people informed and organizations running.

Immediate Activation

Multiple button options provide organizations a wide range of possibilities for one-touch system activation and incident response.



Public accessible hardwired
panic & duress buttons



Under the desk USB
Panic Buttons



WiFi Panic Buttons with
AP-based location data



Silent alarm under the
desk panic button



Mobile device panic buttons with
incident reporting capability



Lockdown and safety zone
initiation buttons



Incident response plan initiation
buttons at Security Operation Centers



Software Panic Buttons for computer
users in office environments

Invasive Alerting

Capture recipient attention with full-screen desktop alerts and IP phone speaker overrides, and activate integrated systems such as lights and strobes.



Locked screen & volume
override with Text-to-Speech
(TTS) or tone annunciation



High decibel audible
alert horns with
TTS capability



Flashing strobes
and sounders



High power
floodlight activation



Push notifications with
volume/do not disturb override

Digital Public Address

Our override system transforms devices into intelligent emergency alerting appliances for public and high-occupancy areas. When activated, emergency alerts scroll across desktops, IP phones, LED marquees, and LCD screens — all easily readable from a distance — and transmit audio messages via text-to-speech PA systems and IP speakers.



IP TTS Speakers



IP Phone Paging using pre-recorded messages and TTS



TTS integration with PA Systems



Alertus Desktop™ Notification



Digital Signage Override



Alertus LED Marquee



SIP and Multicast Paging to existing IP Phone and IP Speaker installations



Analog & Digital Cable TV Override

Retrofitting Existing Infrastructure

Our practical audible-visual retrofitting solution offers unobtrusive wall-mounted and wireless options, all designed for seamless conversion from legacy systems such as conventional PAs, panic buttons, and other hardware. By modifying your existing network of systems with our integrated products designed for centralized infrastructure, you'll have better access control and monitoring, override management, and intelligibility.



Alert Beacon® for audible & visual alerting



IP PoE Speakers for digital public address



TTS automation & integration with existing PA systems



Integration, automation & override of Fire Panel connected strobe/speaker systems



Cutoff automation to building services



Convert legacy hardware to IP-based IoT devices



Emergency-based automation for Access Control systems and door lock mechanism



Convert existing panic/shut off buttons and Emergency Pull Stations to IP

Intelligent Buildings

Intelligent Buildings link infrastructure and IT together to simplify and monitor all areas of a building's functions, from HVAC systems to access control. With the power of the Internet of Things (IoT), your building can integrate with mass notification systems to provide building occupants and managers with situational awareness and critical information as well as support business continuity.



Automated control of elevator, HVAC, & access control systems



Power control of any AC/DC-based system during emergency



CCTV & Video Management Software integrations



Triggering alerts with inputs from CCTV systems' capabilities such as:

- Motion detection
- Human detection
- Firearm detection
- Face recognition
- License plate recognition



Sensitive Compartmented Information Facility Notification

Streamline your facility's access control and security by automating breach notifications and preventing unauthorized individuals from entering the premises. By implementing a simple system of controlled deadlocks, you not only protect your employees, but also privileged locations where sensitive information may reside.



Access Control system and Deadbolt



Ability to create automated alerts when a breach occurs



Automated lock/unlock signals to Access Control system per security zone (SWAs, closed storage, continuous operation SCIFs, etc.)

Personal Notification

Quickly notify personnel, visitors, and even the public with secure, reliable notifications with Alertus. With the Alertus Recipient App and Desktop Alerting, users can request help or report incidents with location data to facilitate rapid response.



Alertus Recipient App
Receives push alerts & sends geo-tagged incident reports



Alertus Cell Broadcasting
Offers wide area coverage without the need for personal information or subscription lists to manage



Alertus Desktop Alerting
Targets specific desktop clients & built-in panic buttons

Sensor Alerting

Our alerting devices and sensor integration can be used in different environments to detect anything from hazardous spills to seismic activity. Whether it's through speakers, sirens, strobes, beacons, or mobile notifications, these products offer multiple alert layers that can immediately notify all individuals or specific groups via public or organization-wide announcements.

Connect any type of industry or location-specific sensors to the emergency system for automated alerting:



Water Sensors



Door Sensors



Pressure Sensors



Perimeter Sensors
(Camera/Tactile Sensors)



Temperature
Sensors



Chemical Leak &
Spill Detectors



Gunshot
Detection System



Earthquake Sensors
(ShakeAlert)



Weather Monitoring



Sensor Alerts can trigger
multiple alert types with different
target groups depending on the
context and severity

Outdoor Warning

Using highly intelligible spoken alerts and siren tones to reach large outdoor areas, our state-of-the-art acoustic designs paired with industry-leading text-to-speech technology set our outdoor speakers apart from other manufacturers. Designed with features that meet modern needs, these network-based speakers combine usability and reliability with industry-leading technology in an affordable, easy-to-implement solution. Alertus also offers third-party outdoor integration to allow organizations to leverage the Alertus Text-to-Speech Interface with legacy systems for superior alert intelligibility.



High Power Speaker
Arrays for large area
outdoor alerting



Mobile High Power
Speaker Arrays



Indoor/Outdoor
TTS Horns



Third-party
system integration



Global Enterprise Command and Control

The technology in today's advanced global enterprise systems can vary by geography, manufacturer, and application. Eliminate the pain of managing disparate systems using a wide range of communication protocols and technologies by leveraging Alertus to drive your outdoor and indoor warning systems — regardless of manufacturer, model, or age. We have the experience to design and implement flexible and robust systems with our solutions, and we have the expertise to effectively control legacy equipment while modernizing back-end architecture.



A key benefit to having a unified mass notification system is the ability to have a single point of activation. With Alertus, you can customize your organization's system activation to fit your specific needs, whether it's scenario-specific activation buttons, discreet software panic buttons, or the Alertus Alertus Activator App. Whichever you choose, your alerts are just one touch away.

Give us a call today at **1-202-ALERTUS** or visit **www.alertus.com** to learn more about the comprehensive Alertus solution and how we can help drive simplified, interconnected, and powerful communications within your organization.



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 US

Prepared By Chris Burns
 Email cburns@alertus.com
 Created Date 9/7/2023
 Expiration Date 9/30/2023
 Quote Number 00147528

Product Code	Product	Product Description	Line Item Description	Quantity	Discount	Sales Price	Total Price
ENS-SUP-BASIC-S	Enhanced Notification Service & Basic Support - Small	Annual Basic Tier Support for a Small Site organization. Annual License Renewal Knowledge Base Articles/Documentation Self Training Videos Access to Alertus Community site 8/5 Access to Technical Support Team (Normal Business Hour Support) 1 Annual Customer Assurance Review - Alertus System health check		1.00		\$4,950.00	\$4,950.00
INT-GENETEC-100	Genetec Integration - ANNUAL COST - Genetec 100 devices on 1 Server	Annual License Fee: Genetec 100 devices on 1 Server - \$1500		1.00		\$1,500.00	\$1,500.00
ANS-S	Alertus Notification System - Small	Alertus Server Software License and Activation Console (GUI) for alert origination.		1.00		\$3,470.00	\$3,470.00
ADN-X	Alertus Desktop Notification License		up to 500 licenses	1.00		\$1,700.00	\$1,700.00
IMP-STANDARD	Implementation - Standard	Dedicated Implementation services will begin at the Kick-Off Call but to not exceed 30 days following an executed order Not available for advanced or 3rd party hardware integrations, or multiple locations. Software-only solutions and/or under 10 native Alertus Device deployments. Simple and concise alert targeting strategies Preset Alert Limit Performed by Alertus: 5 New Customer Training series: Preparing for Implementation and System Utilization Principles and Concepts of Implementation Integrating Alertus into your Emergency Planning Approach After the Implementation Period has elapsed, you may purchase additional implementation services as needed. A lapse in response for more than 30 days and we will consider the project complete		1.00	50.00%	\$6,000.00	\$3,000.00



Subtotal	\$17,620.00
Discount	17.03%
Total Price	\$14,620.00
Grand Total	\$14,620.00
US Dollars (USD)	

Additional Notes

- Notes
- First year cost: \$14,620 (includes set-up, configuration, training)
 - Ongoing Annual Cost: \$6,450

Terms & Conditions

1 Product, Service and Support. Buyer agrees to pay the total amount in the above quotation/selected price plan or accompanying purchase order upon execution of this agreement, and in exchange, Alertus agrees to provide the deliverables. Alertus usually delivers orders for product and services in the sequence purchase orders are received. Alertus will not be liable for late delivery of product or service. Buyers' Service and Support Agreement, "ENS" or "CLD", and, if applicable, AlertAware services, will begin upon the execution of the order and shall automatically renew for a subsequent one year period unless Buyer gives Alertus written notice of termination at least 60 days prior to the expiration of the current term. Alertus shall invoice Buyer 45 days prior to the start of the new renewal term with payment terms of Net 30. Alertus will not be held liable for system shut offs due to payment delays from Buyer.

2. Order Policy. Orders for product or service must be in writing, and are not binding until accepted by Alertus in writing. Purchased Implementation Services must be initiated within one calendar year from date of purchase or they will be void. Alertus may reject any order in its sole discretion. Acceptance of any order by Alertus is expressly limited to and made conditional upon the Terms and Conditions in the contract.

3 Taxes. Buyer agrees to inform Alertus if it does not hold sales tax exemption certificate. Buyer agrees to identify and remit all sales or use taxes directly to collection authorities. Buyer agrees to pay any and all import tariffs and taxes.

4 Installation. If ordered at separate charge, Alertus will install product for Buyer. Alertus products and services operate in conjunction with Buyers communications services and equipment. Buyer is responsible for determining the suitability of the product purchased from Alertus both for use with Buyers communication services and equipment and for the intended application.

5 Software. Buyer agrees that title to any software or other copyrighted materials provided to Buyer does not pass to Buyer upon sale and remains with Alertus or its licensors. Buyer agrees to use any software or other copyrighted materials provided subject to and in compliance with copyright law and any applicable license provisions. Buyer may install the server software on one server only, unless otherwise authorized by Alertus. Buyer is permitted to grant access to the frontend graphical user interface to as many staff as designated to activate system. Buyer agrees not to add, modify, or erase firmware software embedded on Alertus hardware appliances at any time, except if expressly authorized by Alertus.

6 Shipment. Buyer agrees to inspect the any shipped product and notify Alertus in writing of any damage within thirty (30) days after receipt of product. If Buyer does not notify Alertus in writing within thirty days, neither Alertus nor the transport company will be liable to

9. Transferability; Resale. Buyer agrees not to distribute, transfer, resell, or transmit any Alertus products, software, technical information, or business plan/strategic information to any third party without express written permission from Alertus. Buyer agrees not to commercially compete with Alertus or facilitate another partys ability to commercially compete with Alertus.

10. Limitation of Liability. IN NO EVENT WILL ALERTUS BE LIABLE TO BUYER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE FOR THE COST OF SUBSTITUTE GOODS OR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE GOODS OR SERVICE, EVEN IF ALERTUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY DISCLAIMER OF WARRANTY OR LIMITATION OF REMEDY IS HELD UNLAWFUL OR INAPPLICABLE, OR TO HAVE FAILED ITS ESSENTIAL PURPOSE, LIABILITY WILL BE LIMITED TO THE AMOUNT PAID BY BUYER FOR THE SPECIFIC GOODS OR SERVICE ON WHICH THE CLAIM IS BASED. UPON TAKING POSSESSION AT DELIVERY, BUYER ACCEPTS ALL LIABILITY THAT MAY ARISE FROM BUYERS USE OR MISUSE OF ALERTUS PRODUCTS AND SERVICES. IN NO EVENT WILL ALERTUS BE LIABLE FOR DAMAGE TO PERSON OR PROPERTY BECAUSE OF THE COMPLETE OR PARTIAL FAILURE OF ITS PRODUCT TO OPERATE.

11. Regulations. Buyer shall comply at its own expense with all applicable laws, ordinances, regulations, and codes. Buyer acknowledges and accepts full responsibility for complying with all laws and regulations when operating product, including those of the Federal Communications Commission.

12. Forum and Controlling Law. Buyer agrees that any claim or dispute against Alertus must be resolved in a court located in Maryland, and Buyer agrees to submit to the personal jurisdiction of such courts for the purpose of litigating any claim or dispute. Maryland law will govern litigation of any claim or dispute.

13. Nondisclosure. Information disclosed pursuant to this agreement shall be used solely for the purpose of implementing and operating the product. Buyer agrees to hold the information in confidence, to use the information only for the purpose of implementing and operating the product, and not to disclose the information to any third party without express written consent from Alertus to the extent permitted by public records laws.

14. General. No failure or delay in exercising any provision of this contract will be construed as a waiver or release of any contract right. The contract is binding upon the assigns, executors, administrators, and other legal representatives of the parties. No modification of this contract will be effective unless signed by the Chief Executive Officer of Alertus. Buyer is entering into this agreement without reliance upon



Buyer for any damages arising out of or related to the shipment of product.

7 Warranty. (a) Alertus warrants that product manufactured or services rendered by Alertus will be free from defects in material or workmanship for a standard two years after delivery to Buyer. Product defects caused by acts of god, terrorism, war, military aggression, misuse, mishandling, abuse, neglect, willful physical damage, vandalism, or placement in contraindicated conditions or environments are excluded from this warranty. If notified of the defect within the warranty period, Alertus will repair or replace at its option defective product or service. Buyer must obtain authorization from Alertus prior to returning product to Alertus. Product returned to Alertus without authorization will not be accepted. (b) Product not manufactured by Alertus is covered only by the manufacturer's warranty accompanying product delivered.

8 Repair. Repair service after expiration of the warranty for product is available from Alertus. Product returned to Alertus must be sent shipment prepaid, and Buyer must obtain authorization prior to returning product. Alertus will repair product on a time and materials basis. Buyer agrees to pay for the return cost of shipping repaired product to Buyer.

Accepted by "Buyer":

Signature: _____

Name: _____

Accepted by Alertus Technologies, LLC

Signature: _____

Name: _____

any statement, representation, promise, inducement, or agreement not expressly contained herein. This agreement Buyers purchase order constitutes the entire agreement between the parties. Buyer represents and warrants that the person signing this offer on Buyers behalf is authorized to bind Buyer in contract.

15. Annual Escalation. Beginning in January of 2023, and every January thereafter, the Alertus Annual Service and Support Agreement "ENS", shall be adjusted by 100% of the change in CPI for the previous twelve months or 2.0%, whichever is greater based on current levels of Alertus products and services, provided, however, that the base month shall be the month of the Effective Date for purposes of the adjustment to be made in January of 2023.

Date: _____

Title: _____

Date: _____

Title: _____

Please email your Signed Quote and Purchase Order to orders@alertus.com