

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE OCTOBER 15, 2025

Those interested in attending the meeting virtually please
Login: <https://zoom.us/j/98589156528?pwd=ds1haw2vO3AjRMwsuzQmctwFq0TcVW.1>
Passcode: 163571
Or by phone: (253) 215-8782 **Webinar ID:** 985 8915 6528 **Passcode:** 163571

9:00 a.m.	General Services Administration
9:45 a.m.	Commissioners' Office
11:15 a.m.	Superior Court
11:45 a.m.	Public Works

NOON BREAK

1:00 p.m.	Public Health
1:10 p.m.	Budget
1:45 p.m.	Planning & Community Development

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

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

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

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

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

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



ISLAND COUNTY HUMAN RESOURCES/GSA

WORK SESSION AGENDA

MEETING DATE: 10/15/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners
From: Catherine Reid, Director

Amount of time requested for agenda discussion. 45 minutes

DIVISION: General Services Administration

Agenda Item No.: 1

Subject: Public Defense

Description: Update on creating the Office of Public Defense.

Attachment: Draft Code Change

Request: (Check boxes that apply)

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

IT Review: Not Applicable

Budget Review: Complete

P.A. Review: Complete

2.05.010 – Purpose and Creation.

It is declared a public purpose that each citizen is entitled to equal justice under law without regard to his ability to pay. It is the intention of Island County to make publicly financed legal services available to indigent and near indigent persons in all matters when an individual is charged with an offense for which, if convicted, could result in incarceration pursuant to the laws of the State of Washington or Island County. It is also the intention of Island County to make such services available by creating the Island County Office of Public Defense.

2.05.020 – Establishment of office of public defense.

There is established the Island County Office of Public Defense (OPD).

2.05.030 – Duties and responsibilities.

The functions, duties and powers of the Office of Public Defense shall be as prescribed by RCW Chapter 36.26, and other applicable laws of the State of Washington and Island County.

OPD attorneys' primary and most fundamental responsibility is to promote and protect the best interests of the client. Representation shall be provided to all clients in a professional, skilled manner consistent with standards set forth by the Rules of Professional Conduct for Attorneys, case law, and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases.

2.05.040- Selection and removal of OPD Director

The Director of OPD shall be selected by the Board of County Commissioners for a four-year term, ending on December 31 of each year evenly divisible by 4, and subject to reappointment. The Director shall otherwise only be removable for cause, such as incompetence, gross neglect, willful dishonesty, malfeasance, or a conviction of a crime of moral turpitude or any basis that causes a forfeiture of

employment pursuant to RCW 9.92.120. The Director shall be an attorney licensed by the State of Washington and qualified to defend class A felonies.

2.05.050 – Public Defense Screening Coordinator

There shall be a public defense screening coordinator under the General Services Administration Director. The Public Defense Screening coordinator shall conduct the initial screening of defendants for eligibility for a public defender, manage payments for conflict counsel experts and investigators, maintain a list of conflict counsel, when requested by OPD appoint conflict counsel to cases and prepare annual reports to the Washington State Office of Public Defense.

2.05.060 – Compensation and support services.

The Director of the Office of Public Defense and subordinate staff shall receive such compensation as shall be provided for in the annual current expense budget of Island County. If OPD attorneys are organized for the purpose of collective bargaining, wages will be negotiated with certified unions pursuant to RCW Chapter 41.56.

Otherwise, compensation will be based upon the training, experience, and level of responsibility of the attorney. The salary and benefits received by OPD attorneys shall be the same as than the salary and benefits received by Island County Deputy Prosecuting Attorneys in the same experience level unless otherwise dictated by collective bargaining agreements. Island County shall provide the Office of Public Defense with adequate numbers of investigators and support staff to ensure the effective performance of defense counsel, as well as funding for administrative costs associated with proving legal representation such as travel, telephones, information technology, office supplies, postage and other necessary expenses incurred. The County will provide offices that accommodate confidential meetings,

receipt of mail and adequate telephone services to enable prompt response to clients.

2.05.070 – Expert and investigator expenses.

Reasonable compensation for expert witnesses and investigators necessary for preparation and presentation of the defense case shall be provided in the budget of the Office of Public Defense. Expert witness fees and investigators should be maintained and allocated from funds separate from those provided for defender services. Public defense conflict counsel requests for expert witness fees or investigators should be made through a regular or ex parte motion to the court and presented to the Public Defense Screening Coordinator for payment.

2.05.080 – Caseload limits.

The caseload of the Office of Public Defense should allow each lawyer to give each client the time and effort necessary to insure effective representation. No attorney or contracted firm rendering indigent defense services shall accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation. Caseloads for all OPD attorneys shall not exceed the standards established by applicable law.

2.05.090 – Conflicts of interest.

The Director of the Office of Public Defense shall notify the Public Defense Screening Coordinator of any apparent conflict of interest applicable to a particular case, and the Public Defense Screening Coordinator shall, in turn, assign such cases to an outside firm, referred to as conflict counsel.

2.05.100 – Qualifications of counsel.

Every attorney performing indigent defense services for the County, whether through employment or as conflict counsel, and depending upon the nature of the

case being handled, shall satisfy the minimum qualification requirements established by applicable law.

2.05.110 – Training, supervision, monitoring and evaluation of attorneys.

- A. Attorneys providing public defense services should participate in regular training programs on criminal defense law.
- B. Attorneys in civil commitment and dependency practices should attend training programs in these areas.
- C. Every attorney providing counsel to indigent accused should have the opportunity to attend courses that foster trial advocacy skills and to review professional publications and other media.
- D. The Office of Public Defense shall have a supervising attorney who is qualified to try Class A felonies.
- E. There should be a systematic procedure for monitoring and evaluating the performance of OPD attorneys and supervisors. Such evaluations should be performed in compliance with the Island County Personnel Policies and Procedures Manual.

2.05.120 – Disposition of client complaints.

It shall be the responsibility of the Office of Public Defense to respond promptly to client complaints. The attorney handling the case should be the first person to address the complaint. If the client feels that they have not received an adequate response, the OPD Director shall review the matter and respond to the client, as appropriate, within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, they should be advised of the right to complain to the Washington Bar Association.

2.05.130 – Cause for termination or removal of conflict attorney.

Conflict counsel may only be removed from the County list of available attorneys for cause, which could include failure of the attorney to render adequate representation to the client, willful disregard of the rights and best interests of the client, willful disregard of the standards set forth herein, incompetence, gross neglect, willful dishonesty, malfeasance, or a conviction of a crime of moral turpitude.

2.05.140 - Severability.

If any provision of this chapter is declared unconstitutional or the applicability thereof to any person **or** circumstance is held invalid, the constitutionality of the remainder of the ordinance codified in this chapter and the applicability thereof to other persons and circumstance shall not be affected thereby.



ISLAND COUNTY COMMISSIONERS

WORK SESSION AGENDA

MEETING DATE: 10/15/2025

To: **Melanie Bacon, Chair**
Board of Island County Commissioners
From: **BOCC Staff**

Amount of time requested for agenda discussion. **90 minutes**

DIVISION: Administrative

Agenda Item No.: 1

Subject: **2026 Legislative Priorities**

Description: Discussion of the Board of County Commissioners 2026 Legislative Priorities with Columbia Policy Advisors.

Attachment: **2025 Legislative Priorities**

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Agenda Item No.: 2

Subject: **Updates to Fireworks Regulation**

Description: The Board will continue discussion on possible updates to fireworks regulation in Island County.

Attachment: **Draft Ordinance**

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: In process

Agenda Item No.: 3

Subject: 2% Hotel Motel Lodging Tax funding recommendation follow-up

Description: The Board will discuss the revised funding recommendation from the Lodging Tax Advisory Committee (LTAC).

Attachment: Revised 2026 LTAC grant year funding recommendation

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Agenda Item No.: 4

Subject: One-tenth of One Percent Sales and Use Tax for Criminal Justice Purposes

Description: The Board will discuss imposing an additional One-tenth of One Percent Sales and Use Tax as authorized by the State Legislature.

Attachment: Draft Ordinance

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: In process

P.A. Review: In process



2025 Legislative Priorities

Ituha Stabilization Facility – Construction Funding for Increased Capacity

The Ituha Stabilization Center, located in Oak Harbor, provides mental health stabilization services, secure withdrawal management (SWM), medically assisted treatment (MAT), and inpatient treatment referrals to individuals in Island County and surrounding communities, including Skagit and San Juan Counties. This is the only secure withdrawal management and stabilization facility in Island County, allowing constituents to access life-saving care without needing to travel to the mainland. Currently, the Ituha Center has 10 beds. There is a need for additional service capacity in the community, and the facility could be expanded to include 6 more beds, for a 16-bed total. The County is ready to move into the construction phase of facility expansion with completion by the end of 2026. **Island County requests \$1.3 million in the capital budget to complete the facility expansion.**

Election Office Security Improvements

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

Fund Additional Veteran Service Officer

Veteran Service Officers (VSO) play the critical role of helping veterans place claims with the U.S. Department of Veterans Affairs. Many of these individuals are unable to make claims for benefits they have rightfully earned without the help of a VSO. As Island County is home to more veterans per capita than any other county in the State, ensuring these residents receive their benefits is critically important. In 2023 the Legislature provided resources sufficient for Island County to receive a VSO. As a result, the County has assisted veterans in securing \$2.5 million in federal benefits, including back-pay. The VSO now has a growing wait-list of individuals seeking assistance. While acknowledging the state's budget pressures, Island County requests an additional **\$120,000** for a second VSO so we can help our residents receive the benefits they have earned.

Cama Beach Cabins

Island County will support the members of the 10th Legislative District as they advocate for the continuation of overnight lodging at Cama Beach State Park. The historic beach cabins generate significant economic activity for Camano Island, and Island County is disappointed by the State Parks Commission's decision to relocate them. The Legislature must find a solution to continue the level of service in overnight stays previously generated by the beach cabins.

Fund Island County Transportation Needs

Regional Ferry Needs

Island County is a coastal community that relies on the state ferry system. Beyond tourism, a reliable ferry system is critical for freight mobility, and national security linkages between Naval Station Whidbey and facilities to the West and South. Island County supports implementation of a long-term plan to rebuild the state fleet with a new vessel-per-biennium beyond the current plan, and requests funding for the full service of regional ferry needs. This includes but is not limited to the operation of two ferries on the Coupeville/Port Townsend Route and Clinton/Mukilteo Route.

SR-20 Shoulder Widening – Race Road to Welcher Road

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

Deception Pass Park Highway 20 Corridor Safety Plan and Improvements

Vehicular and pedestrian traffic on SR-20 on the Deception Pass Bridge and the approach from both the north and south is creating a hazard for the multitude of residents and tourists that travel on the highway and visit the iconic facility. Safety measures need to be planned, designed, and installed to protect park visitors, drivers and cyclists. This should include assessment of suicide prevention measures. Island County requests that the Legislature task WSDOT with developing and implementing a Deception Pass Park Highway 20 Corridor Safety Plan.

Roundabout at East Camano Drive and Cross Island Road

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF AMENDING ISLAND COUNTY
CODE CHAPTER 9.08.A FIREWORKS

ORDINANCE NO. C-

-25

WHEREAS, in 1961, the State of Washington adopted the State Fireworks Law;

WHEREAS, in 1982, the Washington State Legislature adopted Substitute House Bill 1149, which significantly amended the 1961 State Fireworks Law;

WHEREAS, pursuant to RCW 70.77.250(4), the State Fireworks Law as amended provides that a county may adopt an ordinance imposing more restrictive regulations than the state fireworks laws, but such regulations that are more restrictive than the state fireworks laws shall have an effective date no sooner than one year after its adoption;

WHEREAS, the Board has also determined it to be in the best interests of the citizens of Island County to prohibit the use of mortar fireworks and did make such change to the Island County Code in 2023; and

WHEREAS, the Board has received significant public comment regarding the lawful use of fireworks in Island County and desires a vote of the people to clearly ascertain the public's wishes on whether or not the use and sale of consumer fireworks should continue to be legal in unincorporated Island County;

NOW, THEREFORE,

IT IS HEREBY ORDAINED that the Board hereby adopts the amendment to chapter 9.08A and 14.03B.020 of the Island County Code as shown on Exhibit "A" which will ban the sale of mortar-style fireworks. Material underlined in red is added; and

IT IS FURTHER ORDAINED that Island County shall place on the ballot in November 2026 a non-binding advisory vote of the people reflecting their desires regarding whether or not consumer fireworks in unincorporated Island County should continue to be lawful under county code.

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ADOPTED this _____ day of _____, 2025. Pursuant to RCW 70.77.250(4), the provisions of this ordinance that regulate fireworks in a manner more restrictive than the state fireworks law shall take effect one year from the date of adoption.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Melanie Bacon, Chair

Janet St. Clair, Member

Jill Johnson, Member

ATTEST:

Jennifer Roll,
Clerk of the Board

APPROVED AS TO FORM:

Island County Code Reviser

EXHIBIT A
Amendments to ICC 9.08A

Chapter 9.08A – Fireworks

...

9.08A.010 - Fireworks regulations.

Fireworks in Island County are governed by the state fireworks law, chapter 70.77 RCW, and accompanying state regulations provided in chapter 212-17 WAC, as well as by this chapter. The more restrictive provisions apply in case of any conflict between state and local regulations.

In addition to fireworks prohibited by state law as identified above, the use and sale of mortar fireworks are prohibited in Island County except as permitted in section 9.08A.040.C.

9.08A.020 - Local fire official.

In unincorporated Island County, the local fire official, as that term is defined in RCW 70.77.177, is the Island County Sheriff or his or her designee and the local fire authority for purposes of this chapter is the Island County Sheriff's Office.

9.08A.030 - Definitions.

The definitions in chapter 70.77 RCW are incorporated herein. Also, the following definitions apply to this chapter:

Mortar fireworks means any shell designed for use with a container that includes a lift charge, a time fuse, a burst charge, and stars/effects, that in combination is designed to lift the shell out of the container, ignite the burst charge in the air, and cause the effects of noise and/or light. These are commonly referred to as mortar shells, festival balls, canisters, ball shells, reloadable shells, and onion balls.

Severe dry weather conditions means weather conditions that are so severe and dry that the Island County Fire Marshal may determine it appropriate to issue a Type II Burn Ban. The following criteria may be taken into consideration, but are not limited to: fuel moisture levels; predicted relative humidity; predicted temperature; predicted winds; drought scale; wildfire response level and impact of fire resources, as well as other criteria that may assist the Fire Marshal in making his or her determination.

9.08A.040 - Limitations on the use and discharge of fireworks.

A. Except as provided for in subsection B. below, consumer fireworks may only be lawfully used or discharged within the unincorporated areas of Island County, except within Island County park areas as prohibited in [section 9.40.420](#), during the following periods of time:

July 3 - between 9:00 a.m. and 11:00 p.m.

July 4 - between 9:00 a.m. and 12 midnight

December 31 - between 6:00 p.m. through 1:00 a.m. on January 1.

It is unlawful to use or discharge fireworks in Island County at all other times, except as may be provided in subsections B. and C. below.

B. If the Island County Fire Marshal has declared a Type II burn ban which includes a ban on the use and discharge of all fireworks in unincorporated Island County to be in effect during any of the time periods otherwise allowed in subsection A. above, then it shall be unlawful to use or discharge consumer fireworks during those times in unincorporated Island County while the Type II burn ban is in effect, unless the use and discharge of such fireworks are authorized by a permit issued by the local fire official pursuant to section 9.08A.040.D. as provided below.

C. The restrictions on the use and discharge of fireworks above shall not apply:

1. To the use of flares or fuses by motor or sail vessels or other transportation agencies for signal or illumination purposes or for use in forest protection activities as allowed under RCW 70.77.530 or those uses described in RCW 70.77.311;
2. To the assembling, compounding, use and display of special effects of whatever nature by any person engaged in the production of motion pictures, radio or television productions, or live entertainment such as theater and opera productions when such use and display is a necessary part of the production as authorized by RCW 70.77.146 and such person possesses a valid permit issued by the local fire official and meets the requirements of this chapter and RCW 70.77.535;
3. To the public display of fireworks authorized by permit issued by the local fire official; or
4. To the sale and use of toy paper caps containing not more than twenty-five hundredths grain of explosive compound for each cap and trick or novelty devices not classified as consumer fireworks.

D. To obtain a permit as referenced in section 9.08A.040.C.2. and 3., a permit application must include the following, in addition to any other requirement imposed in chapter 70.77 RCW, chapter 212-17 WAC, or as required to be provided on the face of the permit application required by the Island County Sheriff's Office:

1. Must include a site plan of the surrounding area from the discharge point of the fireworks;
2. Must include the name and license number of the licensed pyrotechnic operator;
3. Must include proof of insurance and/or bond as required by law; and
4. Must include a description of the firework display and what will be used in the display.

9.08A.050 - Fireworks may be prohibited during severe dry weather conditions.

During periods of severe dry weather conditions, the Island County Fire Marshal may declare and issue a temporary ban on the use and discharge of consumer fireworks in unincorporated Island County due to the heightened fire dangers. This decision will be made by the Island County Fire Marshal after consultation with the representatives of the fire districts in Island County, and departments of Island County, including the Board of Island County Commissioners. The Island County Fire Marshal can lift the ban at his or her discretion. The Island County Fire Marshal may issue such a temporary ban on the use and discharge of consumer fireworks in the unincorporated areas of Island County by issuing a Type II burn ban as authorized by [chapter 14.03B](#) of the Island County Code.

9.08A.060 - Seizure and forfeiture of fireworks.

The local fire official, or designee, or any law enforcement officer may seize any fireworks if such fireworks are being used or discharged, and fireworks which are part of the same group of fireworks being used or discharged, in violation of the provisions of chapter 70.77 RCW, or the more restrictive provisions of this chapter. If fireworks are seized and subsequently forfeited, then the disposal and sale of such fireworks must be done in accordance with RCW 70.77.440.

9.08A.070 - Enforcement.

The Island County Sheriff acting as the local fire official, or any law enforcement officer, is a law enforcement officer within the meaning of chapter 7.80 RCW and is authorized to enforce all provisions of this chapter and he/she may revoke any permit issued pursuant to this chapter upon any failure or refusal of the permittee to comply with the orders and directives of the local fire official or his/her designee.

9.08A.080 - Violations and penalties.

Any person violating or failing to comply with any provisions of this chapter is guilty of a Class I infraction and subject to a fine of up to two hundred fifty dollars (\$250.00).

9.08A.090 - Severability.

If any provision of this chapter is declared unconstitutional or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance codified in this chapter and the applicability thereof to other persons and circumstance shall not be affected thereby.

**ISLAND COUNTY 2% HOTEL-MOTEL TAX TOURISM PROMOTION 2026
PROGRAM YEAR**

CHAMBERS OF COMMERCE PROJECTS AND ACTIVITIES				
RANK	ORGANIZATION		REQUESTED AMOUNT	RECOMMENDED FUNDING AMOUNT
1	Camano Chamber of Commerce - Camano Island Visitor Kiosk		\$45,000.00	\$40,000.00
2	Camano Island Chamber of Commerce - Northwest Glass Quest		\$12,000.00	\$9,250.00
3	Clinton Chamber of Commerce - Visit Clinton		\$26,433.30	\$17,406.00
4	Coupeville Chamber of Commerce - Vistor Information Center		\$74,130.00	\$67,316.00
5	Freeland Chamber of Commerce - Operations		\$150,000.00	\$50,490.00
6	Langley Chamber of Commerce - Operations		\$68,000.00	\$56,785.00
7	Oak Harbor Chamber of Commerce		\$46,000.00	\$34,250.00
			TOTAL REQUESTS:	TOTAL RECOMMENDATION:
			\$421,563.30	\$275,497.00
		DIFFERENCE:		
			\$3.00	
			TOTAL AVAILABLE FUNDS:	
				\$275,500.00

MUSEUMS AND HISTORICAL SOCIETY PROJECTS AND ACTIVITIES				
RANK	ORGANIZATION		REQUESTED AMOUNT	RECOMMENDED FUNDING AMOUNT
1	Camano Island American Legion		\$48,349.92	\$25,000
2	Ebey's Reserve - Visitor Contact Station		\$40,000.00	\$35,000
3	Island County Historical Society - Operations		\$72,000.00	\$36,000
4	Pacific Northwest Naval Air Museum - Operations		\$60,000.00	\$29,000
5	Whidbey Island Maritime Heritage Foundation - Schooner Suva		\$60,000.00	\$20,000
			TOTAL RECOMMENDED:	
			TOTAL AVAILABLE FUNDS:	\$145,000.00
			\$145,000.00	
			DIFFERENCE:	
			\$0.00	

<u>NON-CHAMBER RELATED COMMUNITY EVENTS</u>				
RANK	ORGANIZATION	REQUESTED AMOUNT	RECOMMENDED FUNDING AMOUNT	
1	Camano Arts Association - 2025 Camano Island Studio Tour	\$18,000.00		\$16,200.00
2	Camano Arts Association - Welcome To Art Island	\$22,560.00		\$20,304.00
3	Camano Community Events - Camano Ciderfest	\$6,200.00		\$5,580.00
4	Cascade Loop National Scenic Byway Assoc.	\$8,930.40		\$8,033.00
5	City of Oak Harbor - Whidbey Island Marathon	\$17,500.00		\$15,750.00
6	Coupeville Historic Waterfront Association - Musslefest	\$15,000.00		\$13,500.00
7	Deception Pass Foundation - American Roots Concert Series 2026	\$14,000.00		\$12,600.00
8	Island County Chauns Motorcycle Club - Make A Wish	\$25,000.00		\$0.00
9	Island County Fair Association	\$40,000.00		\$10,000.00
10	Island Shakespeare Festival	\$25,000.00		\$22,500.00
11	Oak Harbor Main Street - Marketing	\$35,000.00		\$0.00
12	Oak Harbor Music Festival	\$30,500.00		\$27,000.00
13	Pacific Northwest Art School	\$14,600.00		\$0.00
14	Pacific Rim Institute	\$2,925.00		\$0.00
15	RAGNAR - Ragnar Relay Northwest Passage	\$15,085.00		\$0.00
16	Sound Water Stewards - Sound Waters University	\$7,940.00		\$0.00
17	Stanwood Camano Arts Festival - Camano Island Mother's Day Festival	\$9,500.00		\$0.00
18	Whidbey Health Foundation	\$5,000.00		\$0.00
19	Whidbey Island Arts Council - Operations	\$32,000.00		\$28,000.00
20	Whidbey Island Center for the Arts - Powerful Arts Impact	\$43,000.00		\$38,700.00
21	Whidbey Island Grown Co-op - Eat Local Month	\$12,000.00		\$10,800.00
TOTAL REQUESTS:		TOTAL FUNDS:	TOTAL RECOMMENDATION:	
\$399,740.40		\$217,500.00	\$228,967.00	
DIFFERENCE:		\$11,467.00		

<u>CAPITAL FACILITIES REQUESTS</u>				
RANK	ORGANIZATION		REQUESTED AMOUNT	Recommended Funding Amount
1	Island County Public Works - Freeland Hall		\$87,000.00	\$85,700
2	Langley Main Street Association - Economic Vitality Placemaking Improvements		\$24,300.00	\$10,000
			TOTAL REQUESTS: \$111,300.00	TOTAL RECOMMENDATION: \$95,700.00
			TOTAL AVAILABLE FUNDS: \$87,000.00	
			DIFFERENCE: -\$8,700.00	

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF ADDING CHAPTER
3.02F ICC RELATED TO IMPOSING AN
ADDITIONAL SALES AND USE TAX OF
ONE-TENTH OF ONE PERCENT FOR
CRIMINAL JUSTICE PURPOSES AS
AUTHORIZED BY LAWS OF 2025 CH 350
PART II

ORDINANCE NO. C_____ -25

WHEREAS, demands for criminal justice services throughout Island County must be met with adequate resources to protect our communities; and

WHEREAS, criminal justice needs and mandates continue to expand, including by severe reductions in the maximum caseloads allowed for public defenders, as required by the June 9, 2025, Order No. 25700-A-1644 of the Washington Supreme Court; and

WHEREAS, investments in criminal justice and related services have the potential to reduce crime and improve public safety; and

WHEREAS, the Legislature has authorized an additional 0.1% sales and use tax for criminal justice purposes to be implemented by County Boards of Commissioners; and

WHEREAS, The Board of Island County Commissioners find that Island County meets the criteria to implement such a criminal justice sales tax, as established in Laws of 2025, Ch 350 §101(3) and (4); and

WHEREAS, the citizens of Island County, in the past 12 months, have not repealed by referendum a tax impose under RCW 82.14.340 or rejected a ballot proposition to impose a tax pursuant to RCW 82.14.450; and

WHEREAS, the Board of Island County Commissioners has determined that the criminal justice tax should be imposed and the proceeds used for those purposes authorized in Laws of 2025, Ch 350 part II;

IT IS HEREBY ORDAINED that the Board of Island County Commissioners hereby adopts amendments to establish Chapter 3.02F, Sales and Use Tax for Criminal Justice Purposes, Island County Code attached as Exhibit A.

ADOPTED this ____ day of _____, 2025, following a public hearing.

BOARD OF COUNTY COMMMISSIONERS
ISLAND COUNTY, WASHINGTON

MELANIE BACON, Chair

JANET ST. CLAIR, Member

JILL JOHNSON, Member

ATTEST:

JENNIFER ROLL,
Clerk of the Board

APPROVED AS TO FORM:

KEVIN MCCRAE,
Chief Civil Deputy Prosecuting Attorney and
Island County Code Reviser

Exhibit A

Amendments to Establish Island County Code Chapter:

3.02F

Chapter 3.02F - SALES AND USE TAX FOR CRIMINAL JUSTICE PURPOSES

Sections

3.02F.010	Tax imposed.
3.02F.020	Tax Rate.
3.02F.030	Administration and collection of tax.
3.02F.040	Establishment of Fund.
3.02F.050	Use of Funds.
3.02F.060	Reporting.
3.02F.070	Effective Date.
3.02F.080	Severability.
3.02F.090	Internal references

3.02F.010 Sales and Use Tax Imposed.

There is hereby imposed an additional sale and use tax as authorized by RCW 82.14.345 (Laws of 2025 Ch 50 Part II), upon every taxable event, as defined in RCW 82.14.020, occurring in Island County. The tax shall be imposed upon and collected from those persons from whom the state sales tax or use tax is collected pursuant to Chapters 82.08 and 82.12 RCW.

3.02F.020 Tax Rate.

The rate of the sales and use tax imposed by this chapter shall be one-tenth of one percent of the selling price, in the case of a sales tax, or the value of the article used, in the case of a use tax.

3.02F.030 Administration and collection of tax.

- A. The administration and collection of tax imposed by this chapter shall be in accordance with the provision of RCW 82.14.050.
- B. Island County hereby consents to the inspection of such records as are necessary to qualify the county by the Department of Revenue, pursuant to RCW 82.32.330.

3.02F.040 Establishment of a Criminal Justice Fund.

There is hereby created the Additional Crim Justice Tax Fund. The Island County Treasurer shall deposit monies collected pursuant to this chapter into this fund. To the extent permitted by federal, state, and local law, the Treasurer may invest the fund balance and interest earned shall be deposited into this fund.

3.02F.050 Use of Funds.

Moneys collected from the tax shall be used solely for those Criminal Justice Purposes as defined and authorized in RCW 82.14.345(5).

3.02F.060 Reporting

- A. Within one year of the imposition of this tax, and annually thereafter, the County Treasurer shall make a report to the Washington Association of Counties on how the moneys received from this tax were expended, in accordance with RCW 82.14.345(4)(a).
- B. The County Sheriff shall comply with the reporting requirements of the Criminal Justice Training Commission as required by RCW 82.14.345(1)(d).

3.02F.070 Effective Date.

In accordance with the RCW 82.14.055 this ordinance shall take effect upon passage. Start date for collection of the tax will be the earliest date permitted by RCW 82.14.055.

3.02F.080 Severability.

If any section, sentence, clause or phrase of this chapter should be held to be invalid or unconstitutional by a court, board or tribunal of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this chapter.

3.02F.090 Internal references as including amendments thereto.

The statutory references in this section include any amendments to the referenced statute unless a contrary intent is clearly expressed. The inclusion of this subsection does not indicate any statement of intent regarding any other section of the Island County Code.



ISLAND COUNTY SUPERIOR COURT

WORK SESSION AGENDA

MEETING DATE: 10/15/2025

To: **Melanie Bacon, Chair**
Board of Island County Commissioners

From: **Megan Frazier, Administrator**

Amount of time requested for agenda discussion. 30 minutes

DIVISION: Juvenile

Agenda Item No.: 1

Subject: Becca Funding

Description: Continued conversation regarding the current Becca position and discussion on how to move forward in 2026.

Attachment: None

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

DIVISION: Juvenile

Agenda Item No.: 2

Subject: Request to unfreeze Juvenile Detention Officer Position

Description: We are actively interviewing and hiring Juvenile Detention Officers and hope to be fully staffed by the end of the year. We would like to have the ability to fill every position before recruiting for other positions (i.e. Detention Night Shift Supervisor).

Attachment: None

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

MEETING DATE: 10/15/2025

To: **Melanie Bacon, Chair**
Board of Island County Commissioners

From: **Fred Snoderly, Director**

Amount of time requested for agenda discussion. 15 minutes

DIVISION: County Roads

Agenda Item No.: 1

Subject: Request Call for Bids to Furnish Traffic Control Signs

Description: Discuss the request to call for bids to select a vendor with who to execute a multi-year purchasing contract for a variety of traffic control signs.

Attachment: Memorandum, Request for Bids

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: In process

P.A. Review: In process

DIVISION: County Roads

Agenda Item No.: 2

Subject: Local Agency Agreement for Non-Compliant Regulatory & Warning Sign Replacement Project, County-wide- JL 00022-0503

Description: WSDOT Local Agency Agreement covers Federal Funding for the Preliminary Engineering Phase of Non-Compliant Regulatory & Warning Sign Replacement Project, County-wide.

Attachment: Memorandum, Local Agency Agreement

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: In process

P.A. Review: In process

DIVISION: County Roads

Agenda Item No.: 3

Subject: Local Agency Federal Aid Project Prospectus for Non-Compliant Regulatory & Warning Sign Replacement Project, County-wide- JL 00022-0503

Description: WSDOT Local Agency Federal Aid Project Prospectus covers Federal Funding for the Preliminary Engineering Phase of Non-Compliant Regulatory & Warning Sign Replacement Project, County-wide.

Attachment: Memorandum, Local Agency Federal Aid Project Prospectus

Request: (Check boxes that apply)

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

IT Review: Not Applicable

Budget Review: In process

P.A. Review: In process



Island County Public Works

Ed Sewester, P.E., County Engineer

Matthew Lander, P.E., Assistant County Engineer

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

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

Email: Ed.Sewester@islandcountywa.gov | M.Lander@islandcountywa.gov

M E M O R A N D U M

October 15th, 2025

TO: Board of Island County Commissioners

FROM: Phoebe Tiv, Traffic Engineer

RE: Multi-year Traffic Control Sign Contract – Request Call for Bids

Island County Public Works purchases a variety of traffic control signs (Stop, Speed Limit, Curve Warning, etc.) on a regular basis to have an inventory available from which to quickly replace damaged, stolen or other signs that have reached the end of their service life.

The current contract in place to purchase traffic control signs expired in March 2025. Public Works is requesting Board approval to formally request for bids to select a vendor with whom to execute a multi-year purchasing contract. The contract is anticipated to cost between \$150,000 and \$200,000.

REQUEST FOR BIDS

MULTI-YEAR TRAFFIC CONTROL SIGN

CONTRACT

September 2025



Island County Public Works

Roads Division
Annex Building
1 NE 7th Street
Coupeville, WA 98239-5000

Recommended for Approval By:

Matthew Lander, P.E.
Assistant County Engineer

Approved By:

Ed Sewester, P.E.
County Engineer

Pre Bid Info: There is no pre bid information

Bids Due: At the Island County Auditor's Office by 1:00 PM on December 1st, 2025.

Attention: Dierdre Butler

Mailing Address: 1 NE 7th Street, Coupeville, WA 98239

Physical Address: County Administrative Building, 1 NE 7th Street
Coupeville, WA

Bid Opening: 1:30 PM on December 1st, 2025

County Administration Building
1 NE 7th Street
Coupeville, WA

GENERAL PROVISIONS

1. BIDDING REQUIREMENTS

1.1 USE AND COMPLETION OF COUNTY PROPOSAL SHEETS

A. Bidder's Proposal

Each bidder must bid exactly as specified on the Invitation to Bid (hereinafter referred to as Bid Sheets). All bids must remain open for acceptance by Island County for a period of at least sixty (60) calendar days from the date of opening of the bids.

B. Alterations of Proposals Not Allowed

Proposals that are incomplete or conditioned in any way, contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. Island County will not accept any proposal containing a substantial deviation from these Specifications.

C. Filling Out County Bid Forms

All proposals must be made upon Bid Sheets furnished by Island County and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Bidder in ink.

1.2 CLARIFICATION OF PROPOSAL FOR BIDDER

If a prospective Bidder has any questions concerning any part of the Bid/Proposal, he/she may submit a question to Phung (Phoebe) Tiv, Traffic Engineer via email at p.tiv@islandcountywa.gov; questions must include project name in the subject line. Any and all interpretation of the Bid will be made by an Addendum(s) issued to the QuestCDN website. Bidders must register with QuestCDN to receive addendums. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance in free membership registration or with questions. Island County will not be responsible for any other explanation or interpretation of the bid documents.

1.3 CONFLICTS IN SPECIFICATIONS

In the event of any conflict between these General Provisions and/or the Proposal pages, the following order of precedence shall control:

- a) Preprinted portions of the Proposal pages prevail if they conflict with the General Provisions or Specifications.
- b) Specifications prevail if they are in conflict with the General Provisions.
- c) Unit prices prevail when an error in extending total amounts occurs.

1.4 BID SECURITY

Each bid must be accompanied either by a certified or cashier's check for 5% of the total amount bid, payable to Island County Public Works, or an approved Bid Bond, by a surety company authorized to do business in the State of Washington. The check or Bid Bond is security that the bidder will, if awarded the bid, enter into a Contract with Island County for this activity within the time set forth in these requirements. Any bidder who refuses to enter into a Contract after it has been awarded to the Bidder will be in breach of the agreement to enter the Contract and the Bidder's certified or cashier's check or Bid Bond shall be forfeited.

If a Bid Bond is used, the 5% may be shown either in dollars and cents, or the Bid Bond may be filled in as follows, "5% of the total amount of the accompanying proposal".

Upon award and signing of the Contract the bid security will be returned if a check or will automatically expire if a Bid Bond. The bid securities of all other bidders will be processed in the same manner immediately upon the award of the Contract.

1.5 DELIVERY OF PROPOSALS TO ISLAND COUNTY

All bid proposals and documents must be delivered to:

Island County Auditor's office
Sealed Bid: MULTI-YEAR TRAFFIC CONTROL SIGN CONTRACT
ATTN: Dierdre Butler
1 NE 7th Street
Coupeville, WA 98239

(Delivery can be made by mail, in person or via UPS, FedEx, or other private delivery service)

Proposal must be in a sealed, properly addressed envelope with the name of the Bidder, project number and project name plainly written on the outside of the envelope, prior to the scheduled time and date stated in Section 3.1.

County offices are not open for special mail or other delivery on weekends and County holidays. Island County shall assume no responsibility for delay in U.S. mail services or for bids delivered to County offices other than the specified Auditor's Office.

Bids received after the time stated in the Bid Sheets will not be accepted and will be returned, unopened, to the Bidder. There will be no exceptions or waivers of this requirement

1.6 BID IS NON-COLLUSIVE

The Bidder represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

1.7 EVALUATION OF BID

A. Experience, Delivery Time and Responsibility

In the evaluation of otherwise responsive bids, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the Contract and provide the services required.
- II. Whether the bidder can perform the Contract or provide the services promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the Contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and services for the use of the subject Contract.
- IX. Compliance with all affirmative action requirements, minority business enterprise and women's business enterprise subcontracting and contracting requirements.

B. Insertions of Material Conflicting with Specifications

Only material inserted by the Bidder that meet requirements of the Specifications will be considered. Any other material inserted by the Bidder will be disregarded as being nonresponsive and may be grounds for rejection of the Bidder's Bid/Proposal.

C. Correction of Ambiguities and Obvious Errors

Island County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.8 WITHDRAWAL OF BIDS

A. Prior to Bid Opening

Any Bidder may withdraw his/her Bid prior to the scheduled bid opening time by delivering a written notice to Island County Public Works. The notice may be submitted in person or by mail; however, it must be received by Public Works prior to the time for bid opening.

The mailing address is:

Island County Public Works
ATTN: Phung (Phoebe) Tiv, Traffic Engineer
1 NE 7th Street
Coupeville, WA 98239

The physical address is:

Island County Public Works
ATTN: Phung (Phoebe) Tiv, Traffic Engineer
1 NE 7th Street
Coupeville, WA 98239

B. After Bid Opening

No bidder will be permitted to withdraw his/her Bid/Proposal after the time of bid opening, as set forth in the Bid Sheets, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than sixty 60 calendar days does occur, then the Bidder must submit written notice withdrawing his/her Bid to Phung (Phoebe) Tiv, Island County Traffic Engineer. Written notice must be plainly marked on the outside and delivered to address as shown in *Section 1.8*.

1.9 OPENING OF BIDS

At the time and place set forth for opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud.

1.10 TAXES

Island County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Vendor must pay all other taxes including, but not limited to: Business and Operation Tax, taxes based on the Vendor's gross or net income, or personal property to which Island County does not hold title. Island County is exempt from Federal Excise Tax.

An exception is private street name signs. Island County purchases these signs to resale to the public as a public service. Sales tax is charged to the citizen at the time of purchase.

1.11 FAILURE TO SUBMIT BIDS

If the recipients of the Bid Sheets do not submit an offer for the goods or services requested, they shall return it and a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

1.12 APPROXIMATE QUANTITY REQUIREMENTS

The quantities listed are Island County's current estimate of what is required for the Contract. Island County will neither be obligated by nor restricted to these quantities and may increase or decrease any item(s) ordered under this Contract and pay according to unit prices quoted in the Bid Sheets.

1.13 DELIVERY

The prices the bidder lists on the Bid Sheets shall cover delivery Free on Board (F.O.B.) to:

Island County Solid Waste Complex

Scale House/Sign Shop
20062 SR 20, Building #16
Coupeville, WA 98239

Or

Island County

Camano Road Shop
71 N. East Camano Dr.
Camano Island, WA 98282

The expected delivery time for completed products is stated in Section 5.2.

2. CONTRACT AWARD & REQUIREMENTS

2.1 AWARD OF CONTRACT

Island County reserves the right to Contract Award or Bid for any or all items to one or more Bidders, to reject any and all Bids or any item(s) within the Bids, to waive any informality in the Bids, and to call for new Bids as best meets the needs of Island County.

The Board of Island County Commissioners shall provide Contract Award or Bid to the lowest responsible bidder who meets the Specifications stated herein.

2.2 EXECUTION OF CONTRACT

Written notification will be mailed or otherwise furnished to the successful offer or lowest responsive bidder. Within ten (10) calendar days after the notice of proposed award, the apparent successful bidder shall return the signed Contract or other specified award documents prepared by Island County, insurance certification as required, and any other pre-award information Island County requires.

Until Island County executes said Contract or award/acceptance documents, no Proposal shall bind Island County to execute a Contract, nor obligate it to bear any expense pursuant to the Bid Sheets.

When the Proposal Form provides spaces for a business license number, a Washington State Contractor's registration number, or both, the bidder shall insert such information in the spaces provided, if applicable. Island County may at its option, require legible copies of the Contractor's Registration and/or business license be submitted to the Traffic Engineer as part of Island County's pre-award information and evaluation activities.

2.3 DURATION

The Contract shall take effect upon execution of the Contract by the Board of Island County Commissioners and shall remain in effect for two (2) years.

2.4 EXTENSION OF CONTRACT PERIOD

The Contract period may be extended twice. Each extension shall be for one (1) year increments in accordance with the County's best interest and at the sole option of the County. At the time of renewal, the Vendor may submit a request to change the bid prices. If the County does not approve the price changes requested, it may cancel the Contract and solicit new bids.

2.5 PRICING

The bid prices shall remain firm for at least 365 calendar days after the effective date of the contract. Approved price adjustments shall remain unchanged for at least 365 calendar days.

Prices may be adjusted under the following conditions:

In the event of a price increase at the manufacturers or distributors level during the contract period the bidder may request a price change not to exceed the exact amount of the manufacturer's price increase. The request shall include adequate documentation and/or a copy of their suppliers' price change notice. The bidder shall give Island County

thirty (30) calendar days, but not less than seven (7) calendar days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

2.6 FEDERAL, STATE AND MUNICIPAL REGULATIONS

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

2.7 ISLAND COUNTY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Default

If the Vendor defaults by failing to perform any of the obligations of the Contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, Island County may, by depositing written notice to the Vendor in the U.S. mail, postage prepaid, terminate the Contract, and at Island County's option, obtain fabrication and supply of the products elsewhere. If the Contract is terminated for default, the Vendor shall not be entitled to receive any further payments under the Contract until all products called for have been delivered. Any extra cost or damage to Island County resulting from such default(s) shall be deducted from any money due or coming due to the Vendor. The Vendor shall bear any extra expenses incurred by Island County in completing the products, and all damage sustained, or which may be sustained by Island County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Vendor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience

Island County may terminate the Contract in whole or in part whenever Island County determines, in its sole discretion that such termination is in the best interests of Island County. Whenever the Contract is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual work performed at unit Contract prices for completed items of work. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on delayed or uncompleted work. Termination of this Contract by Island County at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by Island County.

2.8 VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in Courts of the State of Washington in Island County. This Agreement shall be governed by the laws of the State of Washington.

2.9 PAYMENT

Invoices will not be processed for payment, nor will the period of cash discount commence, until receipt of a properly completed invoice, all invoice items are received, and satisfactory performance of Vendor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment will not be considered late if the payment is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with Contract terms shall fully compensate the Vendor for all risk, loss, damages, or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Vendor.

2.10 WITHHOLDING PAYMENT

In the event the Traffic Engineer determines that the Vendor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then Island County may withhold from the amounts otherwise due and payable to Vendor the amount determined by Island County as necessary to cure the default, until the Traffic Engineer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Vendor to termination or damages, provided that Island County promptly gives notice in writing to the Vendor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the Traffic Engineer set forth in a notice to the Vendor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Vendor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. Island County may act in accordance with any determination of the Traffic Engineer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions:

- (1) Cure any failure or default
- (2) To pay any amount so required to be paid and to charge the same to the account of the Vendor
- (3) To set off any amount so paid or incurred from amounts due to become due the Vendor. In the event the Vendor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to a Vendor by reason of good faith withholding by Island County under this clause.

2.11 DEFENSE AND INDEMNITY AGREEMENT

The Vendor agrees to defend, indemnify and hold harmless Island County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon Island County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person

or persons and on account of damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, Island County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of Island County, its appointed or elected officials or employees.

It is further provided that no liability shall attach to Island County by reason of entering into this Contract, except as expressly provided herein.

2.12 INDUSTRIAL INSURANCE WAIVER

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

2.13 BIDDER'S DUTY TO EXAMINE

The Bidder agrees to be responsible for examining the drawings, specifications, delivery schedules, delivery locations and all instructions. Failure to do so will be at the Bidder's risk.

2.14 DISPUTES

A. General

Differences between the Vendor and Island County, arising under and by virtue of the Contract Documents shall be brought to the attention of Island County at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Island County Purchasing Agent, shall be final and conclusive.

B. Notice of Potential Claims

The Vendor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Purchasing Agent or Island County, or (2) the happening of any event or occurrence, unless the Vendor has given Island County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by Island County. The written Notice of Potential Claim shall set forth the reasons for which the Vendor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Vendor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

C. Detailed Claim

The Vendor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of work from which the claim arose, and before final payment by Island County, the Vendor has given Island County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

2.15 FORCE MAJEURE

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance on this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, flood, epidemics, or other similar occurrences.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

Rights Reserved: Island County reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against Island County.

2.16 NOTICE

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Vendor to the Traffic Engineer.

Notice to the Vendor for all purposes under this Agreement shall be given to the address reflected on the Bid Sheets. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

2.17 SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

2.18 WAIVER

Waiver of any breach or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

2.19 SURVIVAL

The provisions of the following paragraphs, the provisions of the non-collusion affidavit, and the liability of the Vendor for default during the term of the Agreement shall survive, notwithstanding the termination or invalidity of this Agreement for any reason:

Taxes

Island County's Right to Terminate Contract

Venue and Choice of Law

Hold Harmless & Indemnify Agreement

Waiver

Future Non-Allocation of Funds

2.20 ENTIRE AGREEMENT

This written Contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

SPECIFICATIONS

3. PUBLIC OPENING OF PROPOSAL

3.1 DATE OF OPENING BIDS

Sealed bids will be received at the following locations before the specified time:

- Island County Auditor's Office
1 NE 7th Street
Coupeville, Washington 98239-5000.
- Bids delivered in person will be received only at the Island County Auditor's Office:
1 NE 7th Street,
Coupeville, Washington

on or before **1:00 PM on Month Date Year** on this date.

The bid opening date for this project shall be **Month Date Year** at the Administration Building, Room 116, at 1 NE 7th Street, Coupeville or Outside on Front Steps of Building, adjacent to room.

The bids will be publicly opened and read **at 1:30 PM** on this date.

3.2 BID ENVELOPE REQUIREMENTS

All bid envelopes must be in a sealed opaque envelope and plainly marked on the outside:

(Name of Bidder)

Sealed Bid: MULTI-YEAR TRAFFIC CONTROL SIGN CONTRACT

Attention: Dierdre Butler

No oral, telephone or telegraphic bids or modifications will be considered.

4. SUBMITTAL

The original and one (1) copy of the entire Bid Sheets document package shall be signed and submitted. Original shall be noted or stamped "**ORIGINAL.**" The copy is permitted to be printed on both sides.

5. DELIVERY

5.1 DELIVERY ADDRESS

Orders against the bid award are to be F.O.B. Destination, Freight prepaid and included in the cost of the product. Habitual late or non-compliance with these terms shall be grounds for Contract termination. No charges will be allowed for handling, which includes, but is not limited to, packing, wrapping, bags, containers or reels, unless otherwise stated herein.

Regardless of F.O.B point, Bidder agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release the Bidder from any obligation.

Island County's shipping address for the Contract are as follows:

Island County Solid Waste Complex

Scale House/Sign Shop
20062 SR 20
Building #16
Coupeville, Washington 98239

Or

Island County

Camano Road Shop
71 N. East Camano Drive
Camano Island, Washington 98282

Minimum quantity or minimum truck load delivery requirements **will not** be accepted under the Contract. No COD shipments will be allowed under the Contract.

Bidder agrees to fax or e-mail an acknowledgment of the order within one business day of receipt of order.

5.2 DELIVERY TIME

Delivery shall be made between the hours of 9:30 A.M. to 3:00 P.M., Monday through Thursday, unless otherwise instructed. In case of emergencies, the Vendor must have the ability to deliver within twenty-four (24) hours after receiving an order.

Delivery is required within fourteen (14) calendar days of order receipt for orders of 200 signs or less. For orders larger than 200 signs, the sign fabricator shall provide a time of delivery within four (4) working days on receipt of order that is acceptable to Island County based on an approximate ratio of 100 signs per seven (7) working days to manufacture.

Advance Street Name signs (Bid Items No (#) 41 – 54) will be allowed a slightly longer time for production, and both parties shall agree to the date of delivery in advance.

5.3 RIGHT TO REQUEST MULTIPLE DELIVERIES OF MATERIAL

Island County reserves the right to split the purchase into as many separate orders as best suits Island County's needs for the Contract period. The Bidder shall provide one quote for all of the materials listed in the Bid Schedule, recognizing that the items will be split into multiple orders of varying quantities over the duration of the Contract period. The separate orders will give County crews control over how many signs are kept in inventory.

5.4 IDENTIFICATION

All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting each order shall contain the applicable purchase order number. Packing lists

shall be enclosed in every box or package shipped pursuant to each order, indicating the contents therein.

6. MATERIAL SPECIFICATIONS

6.1 GENERAL DESCRIPTION

The intent of this Specification is to set forth the minimum requirements for providing traffic signs and posts suitable for installation by Island County as part of the **MULTI-YEAR TRAFFIC CONTROL SIGN CONTRACT**. The signs to be provided shall be constructed of sheet aluminum and retroreflective sheeting conforming to the types specified herein and as designated in the ASTM D4956 and the *Standard Specifications for Road, Bridge, and Municipal Construction M41-10 2025*, produced by the Washington State Department of Transportation (WSDOT).

6.2 BASIS FOR ACCEPTANCE

Reflective sheeting shall be accepted based on inclusion of the material/product on the Qualified Product List or by approval of a Request for Approval of Materials. The sign fabricator shall have available for inspection a copy of the Manufacturer's Certificate of Compliance for each lot of reflective sheeting. This certificate shall verify that the reflective sheeting meets all the requirements of the *Standard Specifications for Road, Bridge, and Municipal Construction M41-10 2026*, Section 9-28.12.

The basis for acceptance of aluminum sign blanks and panels shall be a mill test certificate from the aluminum manufacturer attesting to the correct alloy and temper of the metal supplied. At the option of the Traffic Engineer, laboratory tests may also be performed to confirm metallurgical data. It is expressly understood that the furnishing of certificates of compliance will not relieve the Vendor from the obligation to replace materials found defective after delivery to the project, nor will they prevent the Engineer from sampling material when it arrives on the project and subjecting it to such laboratory tests as they may deem appropriate or significant.

6.3 INSPECTION

A. Of the Work

All materials furnished shall be subject to inspection at the fabricator's plant before shipment. The inspection shall not be made until all materials have been tested and approved. The Island County Inspector administering the Contract shall at all times have access to Vendor's facilities for such access and inspection. Such inspection shall not relieve the Vendor of the responsibility of fabricating the products or supplies correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or products approved and later found to be defective shall be replaced without cost to Island County.

B. Inspector's Authority

The Inspector shall have power to reject materials or workmanship which does not fulfill the requirements of these Specifications, but in case of dispute the Vendor may appeal to the Island County Traffic Engineer, whose decision shall be final.

The Contract shall be carried out under the Island County Traffic Engineer, who may exercise such control over the conduct of the supplying the products as may be

necessary, in his or her opinion, to safeguard the interest of Island County. The Vendor shall comply with all orders and instructions given by the Island County Traffic Engineer in accordance with the terms of the Contract.

Nothing herein contained, however, shall be taken to relieve the Vendor of his/her obligations or responsibilities under the Contract.

6.4 CORNER RADIUS

All regulatory and warning signs shall have rounded corners with the exception of stop signs. Borders for signs having square cut corners shall have a corner radius approximately $\frac{1}{8}$ of the lesser side dimension of the sign up to a maximum radius of 12 inches. For signs with rounded corners, the borders shall be concentric with the rounded corners.

6.5 MOUNTING HOLES

All signs to be provided shall be pre-drilled with 3/8-inch diameter mounting holes with standard hole location and spacing (two holes per sign), unless otherwise specified at time of order.

6.6 PROCESS COLORS

Transparent and opaque process colors used in silk screening sign messages shall be as recommended by the manufacturer. When properly applied, process colors shall perform satisfactorily for the expected life of the sheeting. Applied colors shall present a smooth surface, free from foreign material, and all messages and borders shall be clear and sharp. Sheet shall conform to the retroreflective minimum values and color limits established for its type and color without regard to whether the color is integral to the sheeting or achieved by applying transparent colors to silver/white sheeting. There shall be no variations in color and overlapping of colors will not be permitted.

Properly applied and cured process colors shall exhibit no blistering, bubbling, or loss of color or transparency when cleaned with a mild non-abrasive detergent solution. Minor loss of color may be detected when solvents such as kerosene, mineral spirits, heptane, or VM&P Naphtha are used to clean severely contaminated signs, e.g., paint vandalism. However, the colors shall not blister, bubble, peel, or be easily removed.

6.7 SHEET ALUMINUM

Sheet aluminum signs shall be constructed of material conforming to ASTM B 209 alloy 6061-T6 or alloy 5052-H36 or H38. Alloy 5005-H34 may be used for sign overlays.

After the sheeting has been fabricated, the surface of each panel shall be protected from corrosion. The corrosion protection shall meet the requirements of ASTM B449 Class II Specification for Chromates on Aluminum. All parts necessary for assembly shall be constructed of aluminum, galvanized steel, or stainless steel in accordance with the Specifications. Sheet thickness shall be as follows, unless otherwise specified:

Maximum Horizontal Dimension	Sheet Aluminum Thickness
Overlay Panels	0.050-inch
Up to 20-inches	0.063-inch
20-inches to 36-inches, inclusive	0.080-inch
Over 36-inches (Permanent Signs)	0.125-inch

The side dimension for a diamond shaped warning sign is considered to be the maximum horizontal dimension.

Before placing aluminum in contact with untreated steel, the steel surfaces shall be protected by proper cleaning and painting with one coat of paint conforming to Section 9-08.1(2)B of WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction M41-10 2026* and two (2) coats of aluminum paint.

Metal shall be handled by device or clean canvas gloves between all cleaning and etching operations and the application of reflective sheeting.

6.8 REFLECTIVE SHEETING

All signs shall be constructed entirely of either 3M™ High Intensity Prismatic (Series 3930), Type IV, retroreflective sheeting, or 3M™ Diamond Grade™ DG3 (Series 4000), Type XI, retroreflective sheeting. The type of sheeting to be used is called out in the attached bid sheet under "Sheeting Type." See ASTM D 4956 for reflective sheeting type designations. Only one brand of sheeting is permitted to be used.

The following School (S-series) signs shall be constructed entirely of 3M™ Diamond Grade™ DG3 (Series 4000), Type XI retroreflective sheeting in either white, fluorescent yellow-green or a combination of both colors, as required:

- S1-1(School),
- S3-1 (School Bus Stop Ahead Symbol),
- S3-201 (School Bus Turn Around),
- S5-1 (School Speed Limit 20 mph When Flashing),
- S5-101 (School Speed Limit 20 mph When Children Present).

The following Warning (W-series) signs shall be constructed entirely of 3M™ Diamond Grade™ DG3 (Series 4000), Type XI retroreflective sheeting, in fluorescent yellow-green color:

- W11-1 (Bicycle),
- W11-2 (Pedestrian),
- W15-1 (Playground),
- W16-1P (Share the Road - plaque),
- W16-7P (Downward Diagonal Arrow – plaque),
- W16-9P (Ahead – plaque)

The minimum coefficient of retroreflection to be provided under this Contract shall be consistent with ASTM D4956-09 and the WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction, 2026 M41-10*

All sheeting shall be weather resistant and have a protected pre-coated pressure sensitive adhesive backing.

Standard control signs and guide sign borders, letters, numerals, symbols, shields, and arrows shall be in accordance with the most recent version of the WSDOT *Sign Fabrication Manual M55-05 July 2021*.

The reflective sheeting shall be applied in the manner specified by the sheeting manufacturer to new compatible aluminum sign blanks. The applied sign face shall not have bubbles, wrinkles, or foreign material beneath the reflective sheeting.

All edges and splices of reflective sheeting signs shall be coated with an edge sealer when recommended by the manufacturer of the reflectorized sheeting.

Splicing of reflective sheeting shall not be permitted on signs or panels with dimensions up to and including forty-eight (48) inches in height or width unless the reflective sheeting specified does not come in this width, then the widest width material shall be used. When sheeting joints are required, they shall be lap-jointed with the top sheet overlapping the bottom sheet by no less than $3/16$ inch. The fabricator shall endeavor to use the least number of seams possible with the horizontal lap preferable. Roller applied or reverse screened sheeting may be butt-jointed with joint gap not to exceed $1/32$ inch. Color matching of adjacent sheets of reflective sheeting comprising a sign shall be accomplished without a noticeable difference in color. No borders shall be spliced other than the splice of the tangent border to the corner radius.

All materials provided shall be new, unused, of the latest model or design and of recent manufacture.

6.9 COMPLETED SIGNS

Schedule A lists the sign code, legend/description, size, and quantities for each of the Regulatory (R-series), School (S-series) and Warning (W-series) signs. The sign sizes are shown in the Bid Sheet in inches, with the horizontal sign dimension listed first, followed by the vertical sign dimension.

6.9.1 Advance Street Name (W16-8P and W16-8aP) Signs

Schedule A lists both the one (1) – line and two (2) – line Advance Street Name (W16-8P and W16-8aP) sign sizes (legends are to be provided on order). The advance street name signs shall be constructed of yellow, 3M™ High Intensity Prismatic (Series 3930), Type IV retroreflective sheeting and black non-retroreflective letters/numerals and arrows.

Street names on the Advance Street Name one (1) – line Plaque (W16-8P) signs shall consist of six (6") inch initial uppercase and four and a half (4.5") inch lowercase Highway Gothic "C" Series letters. The extension classifying the type of street (Rd, Dr, Ave, etc.) shall be abbreviated using acceptable abbreviations contained in Table 1D-1 of *Manual of Uniform Traffic Control Devices 11th Edition (MUTCD 11th Edition)* and shall consist of four (4") inch initial uppercase and three (3") inch lowercase Highway Gothic "C" Series letters,

superscript such that the top of the initial uppercase letter of the extension is in line with the top of the initial uppercase letter of the street name.

Street names on the Advance Street Name two (2)-line Plaque (W16-8aP) signs shall consist of four (4") inch initial uppercase and three (3") inch lowercase Highway Gothic "C" Series letters. The extension classifying the type of street (Rd, Dr, Ave, etc.) shall also consist of four (4") inch initial uppercase and three (3") inch lowercase Highway Gothic "C" Series letters, in line with the street name.

The directional arrows specified in the Bid Sheet shall be Type D, as illustrated in Figure 2D-3 of *MUTCD*. The width across the arrowhead for the Type D directional arrow shall be at least equal to the height of the uppercase letters of the principal legend on the sign. Advance turn arrows shall be a Type D left or right arrow, the shaft of which is bent at a ninety (90°) degree angle.

The Bidder shall provide Island County with shop drawings, within five (5) calendar days from the date of order, for approval prior to fabrication.

6.9.2 Private Street Name (D3-1) Signs

Schedule B lists the Street Name, one (1) - line (D3-1) sign sizes (legends are to be provided on order). The private street name signs shall be constructed of white, 3M™ High Intensity Prismatic (Series 3930), Type IV, retroreflective sheeting with letters and numerals cut out of green overlay film applied to the white retroreflective sheeting.

Street names on the Street Name, one (1)-line (D3-1) signs shall consist of six (6") inch initial uppercase and four and a half (4.5") inch lowercase Highway Gothic "C" Series letters. The extension classifying the type of street (Rd, Dr, Ave, etc.) shall be abbreviated using acceptable abbreviations contained in Table 1D-1 of *MUTCD* and shall consist of three (3") inch initial uppercase and two and a quarter (2.25") inch lowercase Highway Gothic "C" Series letters, superscript such that the top of the initial uppercase letter of the extension is in line with the top of the initial uppercase letter of the street name.

The designation of the street as Private shall be made by putting the suffix "Pvt" below the extension classifying the type of street and shall consist of three (3") inch initial uppercase and two and a quarter (2.25") inch lowercase Highway Gothic "C" Series letters.

The Street Name, one (1)-line (D3-1) signs shall have a half (½") inch border, with a one (1") inch corner radius and standard holes.

6.9.3 Covered Blank (18"x18") Fluorescent Orange Signs

Bid Item #94 (Covered Blank 18x18 Fluorescent Orange) shall be an 18"x18" sign on 0.125" thick aluminum fabricated with standard holes and corners. The sign shall be constructed on one side with 3M™ Diamond Grade™ VIP (Series 3990), Type IX retroreflective sheeting in fluorescent orange color.

7. WARRANTY

Bidder warrants that articles and services under this order conform to specifications herein and are fit for the purpose for which such goods or services are ordinarily employed, except that if a particular purpose is stated, the material and/or service must then be fit for that particular purpose. Items purchased under the contract shall be guaranteed against defect with full credit given.

1. **Standard Warranty:** The purchaser may avail itself of the bidder's standard warranty if more beneficial to the County.
- **Warranty Condition:** The bidder shall provide a clear and concise statement of the terms and conditions of warranty, including the period and extent of coverage for all defects in material, workmanship, and design.
- **Claims:** The bidder shall provide a statement of his position concerning the "on-the-spot" settlement of warranty claims or disputes, and on the authorization of local representative to act on the manufacturer's behalf.

8. BUY BACK

Bidder shall buy-back, at current fair market value, all items purchased under the Contract that are declared surplus by Purchaser, provided they have not been used and are not an unusual design which is manufactured especially for Purchaser. Restocking charges are not acceptable and payment of such will not be authorized.

PROPOSAL

FOR

Multi-Year Traffic Control Sign Contract

INSTRUCTIONS TO BIDDERS

1. STANDARD SPECIFICATIONS

All work on this Contract shall be according to the General Provisions, Specifications, Bid documents, and Addenda prepared by the Island County Public Works Department, and the Standard Specifications for Road, Bridge, and Municipal Construction 2026 M41-10 prepared by the Washington State Department of Transportation. Bidders may obtain a copy of the Standard Specifications by contacting: Washington State Department of Transportation, Engineering Publications at, P.O. Box 47400, Olympia, WA 98504-7400, Phone (360) 705-7430 or accessing the document online at <https://wsdot.wa.gov/Publications/Manuals/M41-10.htm>. The publication number is Publication M41-10.

2. DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

3. COPIES

The Contracting Agency and/or the Engineer make copies of the Bidding Documents available on the above terms only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use.

4. DISQUALIFIED BIDDER: APPEAL PROCESS

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria in 1.7 "Evaluation of Bid" and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, the Bidder may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

5. Action on Proposal

The Notice of Award will be signed by a duly authorized official of the Contracting Agency and delivered to the successful Bidder in the manner provided for written notices. No other action or notice shall constitute a Notice of Award. Delivery of a Notice of Award shall obligate the Bidder who receives such notice to furnish Contract bond, insurance certificates, and to execute the Contract.

6. BIDDER QUALIFICATIONS

Bidder must be an approved Washington State Department of Transportation (WSDOT) sign fabricator with facilities (within Western Washington), personnel and equipment to perform all requirements, terms and conditions of the Bid Sheets, in the event of award. The bidder must be currently supporting and maintaining a local inventory for the items defined in this bid.

- The Bidder must have a telephone number that is toll free from Coupeville, Washington.
- Have a current Washington Unified Business Identifier (UBI) number.
- Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW. Not applicable to sole proprietors if the owner performs work himself/herself.
- Have a Washington Employment Security Department number (ESD), as required in Title 50 RCW (and, if the lowest responsive and responsible bidder, provide documentation from ESD in the form of a letter or statement within 24 hours of submitting bid);
- Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3) and;
- Not be excluded or suspended from bidding on any public works contract under federal laws.

Do you meet these qualifications?

Yes _____

No _____

Bid responses shall include a physical address.

Physical Address of Bidder's Facility:

MUST ACCOMPANY BID

7. BIDDER STATEMENT OF CONFORMANCE

The products we are offering meet or exceed the specifications and requirements herein. If awarded the bid, we will comply with the terms and conditions herein.

Name of Bidder _____

Street _____

City/Zip Code _____

Telephone No. _____ Fax No. _____

The undersigned, as bidder, acknowledges that Addenda Numbers to have been delivered to him/her and have been examined as part of the Contract documents.

A proposal guaranty in an amount of five percent (5%) of the total bid, based on the approximate estimate of quantities at the listed prices and in the form as indicated below is attached hereto:

Cashier's Check _____ Dollars

Certified Check (\$ _____) Payable to Island County

Proposal Bond In the Amount of 5% of the Bid

Name of Bidder _____ Title _____

Signature of Bidder _____

Firm Name of Bidder _____

State of Incorporation (enter N/A if not incorporated) _____

Federal ID No. _____

Dated at _____ this _____ day of _____, 2025.

NOTE:

1. If the Bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the Bidder is a corporation, this proposal must be executed by its duly authorized officials.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities, call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

MUST ACCOMPANY EACH BID

BID SCHEDULE FOR MULTI-YEAR TRAFFIC CONTROL SIGN CONTRACT

(Note: Unit prices for all items, all extensions, and total amount of Bid shall be shown.)

All entries must be typed or entered in ink.

SCHEDULE A**COMPLETED SIGNS**

ITEM NO.	SIGN CODE	DESCRIPTION	SIZE (INCH)	SHEETING	QUANTITY (EACH)	UNIT PRICE	TOTAL PRICE
1	R1-1	Stop	30 x 30	Type IV	250	\$	\$
2	R1-2	Yield	36 x 36 x 36	Type IV	25	\$	\$
3	R1-3P	All-Way (Plaque)	18 x 6	Type IV	30	\$	\$
4	R2-1	Speed Limit	24 x 30	Type IV	300	\$	\$
5	R3-9b	Two-Way Left-Turn Only	24 x 36	Type IV	8	\$	\$
6	R4-1	Do Not Pass	24 x 30	Type IV	4	\$	\$
7	R4-2	Pass With Care	24 x 30	Type IV	4	\$	\$
8	R5-1	Do Not Enter	30 x 30	Type IV	10	\$	\$
9	R5-1a	Wrong Way	30 x 18	Type IV	10	\$	\$
10	R6-1L	One-Way (Left)	36 x 12	Type IV	10	\$	\$
11	R6-1R	One-Way (Right)	36 x 12	Type IV	10	\$	\$
12	R7-1L	No Parking Any Time (Arrow Left)	12 x 18	Type IV	4	\$	\$
13	R7-1R	No Parking Any Time (Arrow Right)	12 x 18	Type IV	4	\$	\$

14	R7-1B	No Parking Any Time	12 x 18	Type IV	8	\$	\$
15	R7-1D	No Parking Any Time (Double-Headed Arrow)	12 x 18	Type IV	4	\$	\$
16	S1-1	School	36 x 36	Type XI FYG	20	\$	\$
17	S3-1	School Bus Stop Ahead (Symbol)	36 x 36	Type XI FYG	120	\$	\$
18	S3-201	School Bus Turn Around	36 x 36	Type XI FYG	4	\$	\$
19	S4-3P	School (Plaque)	24 x 8	Type XI FYG	10	\$	\$
20	S5-1	School Speed Limit 20 mph When Flashing	24 x 48	Type XI	2	\$	\$
21	S5-101	School Speed Limit 20 mph When Children Are Present	30 x 48	Type XI	6	\$	\$
22	S5-2	End School Zone	24 x 30	Type IV	12	\$	\$
23	W_-_-	"W" Series, One Color, Sign code to be provided on order	30 x 30	Type IV	500	\$	\$
24	W_-_-	"W" Series, One Color, Sign code to be provided on order	36 x 36	Type IV	50	\$	\$
25	W1-6	One-Direction Large Arrow	48 x 24	Type IV	30	\$	\$
26	W1-7	Two-Direction Large Arrow	48 x 24	Type IV	20	\$	\$
27	W1-8	Chevron Alignment	24 x 30	Type IV	150	\$	\$
28	W3-1	Stop Ahead	30 x 30	Type IV	25	\$	\$
29	W3-2	Yield Ahead	30 x 30	Type IV	5	\$	\$
30	W3-3	Signal Ahead	30 x 30	Type IV	6	\$	\$

31	W3-5	Reduced Speed Limit Ahead	36 x 36	Type IV	20	\$	\$
32	W7-3P	XX% Grade (Plaque)	24 x 18	Type IV	10	\$	\$
33	W7-3aP	Next XX Miles (Plaque)	24 x 18	Type IV	10	\$	\$
34	W11-1	Bicycle	30 x 30	Type XI FYG	4	\$	\$
35	W11-2	Pedestrian	30 x 30	Type XI FYG	20	\$	\$
36	W13-1P	Advisory Speed (Plaque)	18 x 18	Type IV	100	\$	\$
37	W14-3	No Passing Zone (Pennant)	48 x 48 x 36	Type IV	8	\$	\$
38	W15-1	Playground	30 x 30	Type XI FYG	6	\$	\$
39	W16-1P	Share the Road (Plaque)	18 x 24	Type XI FYG	4	\$	\$
40	W16-7P	Downward Diagonal Arrow (Plaque)	24 x 12	Type XI FYG	20	\$	\$
41	W16-8P	Advance Street Name (1-Line Plaque)	24 x 9	Type IV	4	\$	\$
42	W16-8P	Advance Street Name (1-Line Plaque)	24 x 12	Type IV	4	\$	\$
43	W16-8P	Advance Street Name (1-Line Plaque)	30 x 9	Type IV	8	\$	\$
44	W16-8P	Advance Street Name (1-Line Plaque)	30 x 12	Type IV	4	\$	\$
45	W16-8P	Advance Street Name (1-Line Plaque)	36 x 9	Type IV	10	\$	\$
46	W16-8P	Advance Street Name (1-Line Plaque)	36 x 12	Type IV	4	\$	\$
47	W16-8P	Advance Street Name (1-Line Plaque)	42 x 9	Type IV	10	\$	\$
48	W16-8P	Advance Street Name (1-Line Plaque)	42 x 12	Type IV	4	\$	\$

49	W16-8P	Advance Street Name (1-Line Plaque)	48 x 9	Type IV	10	\$	\$
50	W16-8P	Advance Street Name (1-Line Plaque)	48 x 12	Type IV	4	\$	\$
51	W16-8aP	Advance Street Name (2-Line Plaque)	30 x 15	Type IV	6	\$	\$
52	W16-8aP	Advance Street Name (2-Line Plaque)	36 x 15	Type IV	6	\$	\$
53	W16-8aP	Advance Street Name (2-Line Plaque)	42 x 15	Type IV	6	\$	\$
54	W16-8aP	Advance Street Name (2-Line Plaque)	48 x 15	Type IV	6	\$	\$
55	W16-9P	Ahead (Plaque)	24 x 12	Type XI FYG	20	\$	\$
56	OM3-L	Type III Object Marker (Left)	12 x 36	Type IV	10	\$	\$
57	OM3-R	Type III Object Marker (Right)	12 x 36	Type IV	10	\$	\$
58	OM4-1	Type IV Object Marker	18 x 18	Type IV	10	\$	\$
59	I_-	"I" Series, Sign (Code to be Provided on Order)	24 x 24	Type IV	30	\$	\$
60	M5_-	Advance Turn Arrow, Sign (Code to be Provided on Order)	21 x 15	Type IV	20	\$	\$
61	M6_-	Directional Arrow, Sign (Code to be Provided on Order)	21 x 15	Type IV	40	\$	\$
62	RS_-	"RS" Series, (Sign Code to be Provided on Order)	24 x 24	Type IV	30	\$	\$
SCHEDULE A - COMPLETED SIGNS SUBTOTAL						\$	

SCHEDULE B
COMPLETE STREET NAME SIGNS

(Note: All legends to be supplied on order.)

ITEM NO.	SIGN CODE	DESCRIPTION	SIZE (INCH)	SHEETING	QUANTITY (EACH)	UNIT PRICE	TOTAL PRICE
63	D3-1	Street Name (1-Line)	24 x 9	Type IV	100	\$	\$
64	D3-1	Street Name (1-Line)	24 x 12	Type IV	20	\$	\$
65	D3-1	Street Name (1-Line)	30 x 9	Type IV	150	\$	\$
66	D3-1	Street Name (1-Line)	30 x 12	Type IV	100	\$	\$
67	D3-1	Street Name (1-Line)	36 x 9	Type IV	200	\$	\$
68	D3-1	Street Name (1-Line)	36 x 12	Type IV	75	\$	\$
69	D3-1	Street Name (1-Line)	42 x 9	Type IV	150	\$	\$
70	D3-1	Street Name (1-Line)	42 x 12	Type IV	75	\$	\$
71	D3-1	Street Name (1-Line)	48 x 9	Type IV	100	\$	\$
72	D3-1	Street Name (1-Line)	48 x 12	Type IV	50	\$	\$
73	D3-1	Street Name (1-Line)	108 x 24	Type IV	10	\$	\$
SCHEDULE B - COMPLETE STREET NAME SIGNS SUBTOTAL							\$

SCHEDULE C
COMPLETE PRIVATE STREET NAME SIGNS

(Note: All legends to be supplied on order.)

ITEM NO.	SIGN CODE	DESCRIPTION	SIZE (INCH)	SHEETING	QUANTITY (EACH)	UNIT PRICE	TOTAL PRICE
74	D3-1	Street Name (1-Line)	24 x 9	Type IV	15	\$	\$
75	D3-1	Street Name (1-Line)	24 x 12	Type IV	15	\$	\$
76	D3-1	Street Name (1-Line)	30 x 9	Type IV	15	\$	\$
77	D3-1	Street Name (1-Line)	30 x 12	Type IV	15	\$	\$
78	D3-1	Street Name (1-Line)	36 x 9	Type IV	15	\$	\$
79	D3-1	Street Name (1-Line)	36 x 12	Type IV	15	\$	\$
80	D3-1	Street Name (1-Line)	42 x 9	Type IV	15	\$	\$
81	D3-1	Street Name (1-Line)	42 x 12	Type IV	15	\$	\$
82	D3-1	Street Name (1-Line)	48 x 9	Type IV	15	\$	\$
83	D3-1	Street Name (1-Line)	48 x 12	Type IV	15	\$	\$
SCHEDULE C - COMPLETE PRIVATE STREET NAME SIGNS SUBTOTAL							\$

SCHEDULE D
COVERED SIGN BLANKS

(Note: Aluminum sign blanks to be covered in **Type IV, white** retroreflective sheeting on one side only and be fabricated with standard holes and corners, with the exception of Item #84, which shall be an aluminum sign blank covered in **Type IX, fluorescent orange** retroreflective sheeting on one side only and be fabricated with standard holes and corners.)

ITEM NO.	DESCRIPTION	ALUMINUM GAUGE	SIZE (INCH)	SHEETING	QUANTITY (EACH)	UNIT PRICE	TOTAL PRICE
84	Covered Blank	0.08	24 x 9	Type IV	20	\$	\$
85	Covered Blank	0.08	24 x 12	Type IV	10	\$	\$
86	Covered Blank	0.08	30 x 9	Type IV	20	\$	\$
87	Covered Blank	0.08	30 x 12	Type IV	10	\$	\$
88	Covered Blank	0.08	36 x 9	Type IV	50	\$	\$
89	Covered Blank	0.08	36 x 12	Type IV	25	\$	\$
90	Covered Blank	0.125	42 x 9	Type IV	100	\$	\$
91	Covered Blank	0.125	42 x 12	Type IV	50	\$	\$
92	Covered Blank	0.125	48 x 9	Type IV	100	\$	\$
93	Covered Blank	0.125	48 x 12	Type IV	50	\$	\$
94	Covered Blank	0.125	18 x 18	Type IX Fluorescent Orange	50	\$	\$
SCHEDULE D - COVERED SIGN BLANKS SUBTOTAL							\$

SCHEDULE E and ADOPT-A-ROAD COVERED BLANKS

(Note: Adopt-A-Road signs shall have a white reflective legend and blue reflective background, with $\frac{1}{2}$ " white border and standard holes and corners.)

ITEM NO.	DESCRIPTION	ALUMINUM GAUGE	SIZE (INCH)	SHEETING	QUANTITY (EACH)	UNIT PRICE	TOTAL PRICE
95	group name blank	0.08	36x9	TYPE IV	10	\$	\$
96	group name blank	0.08	36x12	TYPE IV	10	\$	\$
97	complete adopt-a-road program sign	0.08	36x24	TYPE IV	20	\$	\$
SCHEDULE E and ADOPT-A-ROAD COVERED BLANKS SUBTOTAL							\$

SCHEDULE F
COMPLETE SPECIAL-ORDER SIGNS

(Note: Legend to be provided on order. All special-order signs shall have standard holes and corners. The number of colors is determined by the number of silk-screening processes required for each sign.)

ITEM NO.	DESCRIPTION	ALUMINUM GAUGE	SIZE RANGE (SQUARE FEET)	SHEETING	UNIT PRICE PER SQUARE FOOT
98	ONE-COLOR, ONE-SIDED	0.080	0.00-2.00	TYPE IV	\$
99	ONE-COLOR, ONE-SIDED	0.080	>2.00-9.00	TYPE IV	\$
100	ONE-COLOR, ONE-SIDED	0.125	>9.00-24.00	TYPE IV	\$
101	TWO-COLOR, ONE-SIDED	0.080	0.00-2.00	TYPE IV	\$
102	TWO-COLOR, ONE-SIDED	0.080	>2.00-9.00	TYPE IV	\$
103	TWO-COLOR, ONE-SIDED	0.125	>9.00-24.00	TYPE IV	\$
104	THREE-COLOR, ONE-SIDED	0.080	0.00-2.00	TYPE IV	\$
105	THREE-COLOR, ONE-SIDED	0.080	>2.00-9.00	TYPE IV	\$
106	THREE-COLOR, ONE-SIDED	0.125	>9.00-24.00	TYPE IV	\$

SCHEDULE G
RAW ALUMINUM BLANK

	ALUMINUM GAUGE	SIZE RANGE (SQUARE FEET)	UNIT PRICE PER SQUARE FOOT
107	0.080	0.00-2.00	\$
108	0.080	>2.00-9.00	\$
109	0.125	>9.00-24.00	\$

BID TOTAL SUMMARY

A. **Schedule A Subtotal (Items #01-62)** = \$ _____

B. **Schedule B Subtotal (Items #63-73)** = \$ _____

C. **Schedule C Subtotal (Items #74-83)** = \$ _____

D. **Schedule D Subtotal (Items #84-94)** = \$ _____

E. **Schedule E Subtotal (Items #95-97)** = \$ _____

F. **Sales Tax (8.7%)** = \$ _____

G. **Total Bid Amount (Items #01-97)** = \$ _____

Note:

Items 98-109 are not included in Total Bid Amount due to the variable total price per sign based on the unit price per square foot of material used.



Island County Public Works

Ed Sewester, P.E., County Engineer

Matthew Lander, P.E., Assistant County Engineer

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

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

Email: Ed.Sewester@islandcountywa.gov | M.Lander@islandcountywa.gov

M E M O R A N D U M

October 15th, 2025

TO: Board of Island County Commissioners

FROM: Phoebe Tiv, Traffic Engineer

RE: Local Agency Agreement for Non-Compliant Regulatory & Warning Sign Replacement Project, County-wide - JL 00022-0503

Public Works is requesting the Board of County Commissioners to approve the Local Agency Agreement between Island County and WSDOT. This agreement covers Federal Funding for the Preliminary Engineering Phase of Non-Compliant Regulatory & Warning Sign Replacement Project, County-wide.

The total funding through Federal Highway Administration's Highway Safety Improvement Program (HSIP) \$529,000 includes \$39,000 for the Preliminary Engineering Phase and \$490,000 for the Construction Phase.

The project will update by replacing regulatory & warning signs, posts, and post retro reflectivity that no longer maintain retroreflectivity as outlined in the 2009 Manual on Uniform Traffic Control Devices (MUTCD).



**Washington State
Department of Transportation**

Agency Island County

Address 1 NE 7th Street,
Coupeville, WA 98239

Local Agency Agreement

ALN No. 20.205 - Highway Planning and Construction

(Assistance Listing Number)

Federal Highway Administration (FHWA)

Project Number

Agreement Number

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Non-Compliant Regulatory & Warning Sign Replacement - County-wide

Length N/A

Termini Varies

Description of Work

Update to regulatory & warning signs, posts, and post retro reflectivity that no longer maintain retroreflectivity as outline in the 2009 Manual on Uniform Traffic Control Devices (MUTCD)

Project Agreement End Date 12/31/2031

Indirect Cost Rate

Yes No

Advertisement Date

		Type of Work	Estimate of Funding		
			(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE 100 %	a. Agency		33,250.00		33,250.00
	b. Other				
	c. Other				
Federal Aid Participation Ratio(s) for PE	d. State Services		5,750.00		5,750.00
	e. Total PE Cost Estimate		39,000.00	0.00	39,000.00
Right of Way %	f. Agency				
	g. Other				
Federal Aid Participation Ratio(s) for RW	h. Other				
	i. State Services				
	j. Total R/W Cost Estimate		0.00	0.00	0.00
CN %	k. Contract				
	l. Other				
	m. Other				
Federal Aid Participation Ratio(s) for CN	n. Other				
	o. Agency				
	p. State Services				
	q. Total CN Cost Estimate		0.00	0.00	0.00
	r. Total Project Cost Estimate		39,000.00	0.00	39,000.00

Agency Official

By

Title

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ at \$ per month for months.

Local Force or Local Ad and Award

- ✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions



Island County Public Works

Ed Sewester, P.E., County Engineer

Matthew Lander, P.E., Assistant County Engineer

1 NE 7th Street, Coupeville, WA 98239 | www.islandcountywa.gov
Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111
Email: Ed.Sewester@islandcountywa.gov | M.Lander@islandcountywa.gov

M E M O R A N D U M

October 15th, 2025

TO: Board of Island County Commissioners

FROM: Phoebe Tiv, Traffic Engineer

RE: Local Agency Federal Aid Project Prospectus for Non-Compliant Regulatory & Warning Sign Replacement Project, County-wide - JL 00022-0503

Public Works is requesting the Board of County Commissioners to approve the Local Agency Federal Aid Project Prospectus between Island County and WSDOT. This agreement covers Federal Funding for the Preliminary Engineering Phase of Non-Compliant Regulatory & Warning Sign Replacement Project, County-wide.

The total funding through Federal Highway Administration's Highway Safety Improvement Program (HSIP) \$529,000 includes \$39,000 for the Preliminary Engineering Phase and \$490,000 for the Construction Phase.

The project will update by replacing regulatory & warning signs, posts, and post retro reflectivity that no longer maintain retroreflectivity as outlined in the 2009 Manual on Uniform Traffic Control Devices (MUTCD).



Local Agency Federal Aid Project Prospectus

Prefix	Route	()	Date	09/09/2025	
Federal Aid Project Number				DUNS Number	029118606
Local Agency Project Number	JL 00022-0503	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001321	
Agency Island County	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Non-Compliant Regulatory & Warning Sign Replacement		Start Latitude N County-wide End Latitude N County-wide	Start Longitude W County-wide End Longitude W County-wide		
Project Termini From-To Varies Varies		Nearest City Name Coupeville, WA			Project Zip Code (+4) 98239-5000
Begin Mile Post Varies	End Mile Post Varies	Length of Project N/A		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID Varies	Begin Mile Point Varies	End Mile Point Varies	City Number N/A	County Number 15	County Name Island
WSDOT Region Northwest Region	Legislative District(s) 10		Congressional District(s) 2		Urban Area Number N/A

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$39,000.00		\$39,000.00	10	2025
R/W					
Const.	\$490,000.00		\$490,000.00	10	2026
Total	\$529,000.00		\$529,000.00		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 20-39 feet	Number of Lanes 2
-----------------------------	----------------------

Signs and posts are in moderate, major defects and beyond repair will be removed

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Update to regulatory & warning signs, posts, and post retro reflectivity that no longer maintain retroreflectivity as outlined in the 2009 Manual on Uniform Traffic Control Devices (MUTCD)

Local Agency Contact Person Phung (Phoebe) Tiv		Title Traffic Engineer	Phone (360) 678-7969	
Mailing Address 1 NE 7th Street		City Coupeville	State WA	Zip Code 98239-5000
Project Prospectus	By _____ Approving Authority			
	Title Ed Sewester, P.E., County Engineer			Date

Agency Island County	Project Title Non-Compliant Regulatory & Warning Sign Replacement	Date 09/09/2025
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Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R	20-39 feet	2
<input type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R		
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input checked="" type="checkbox"/> Other		
<input type="checkbox"/> Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input checked="" type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input checked="" type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input checked="" type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input checked="" type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	Varies	N/A
Design Speed	Varies	N/A
Existing ADT	Varies	N/A
Design Year ADT	Varies	N/A
Design Year	Varies	N/A
Design Hourly Volume (DHV)	Varies	N/A

Performance of Work

Preliminary Engineering Will Be Performed By Agency	Others %	Agency %
Construction Will Be Performed By Contractor	Contract 100	Agency %

Environmental Classification

<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

N/A

Agency Island County	Project Title Non-Compliant Regulatory & Warning Sign Replacement	Date 09/09/2025
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
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Utilities

<input checked="" type="checkbox"/> No utility work required
<input type="checkbox"/> All utility work will be completed prior to the start of the construction contract
<input type="checkbox"/> All utility work will be completed in coordination with the construction contract

Railroad

<input checked="" type="checkbox"/> No railroad work required
<input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract
<input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

No major utility relocation or adjustments of major structure will occur.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

NAS Whidbey O.L.F.
NAS Whidbey KNUW Tower 127.9
NAS Whidbey KOKH CTAF 122.8
Camano Island Airfield
DeLaurentis O.K.H
Langley Whidbey Air Park

This project has been reviewed by the legislative body of the administration agency or agencies, or its designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency

Date

By _____

Mayor/Chairperson



ISLAND COUNTY PUBLIC HEALTH

WORK SESSION AGENDA

MEETING DATE: 10/15/2025

To: **Melanie Bacon, Chair**
Board of Island County Commissioners
From: Shawn Morris, Director

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Dept of Natural Resources

Agenda Item No.: 1

Subject: Island County Shore Friendly Program Contract 24-1300C with the Washington State Recreation and Conservation Office to fund the Island County Shore Friendly Program.

Description: Contract 24-1300C with the Washington State Recreation and Conservation Office to fund the Island County Shore Friendly Program. This program helps homeowners of all types remove environmentally destructive armoring from their shorelines, which creates more accessible beach areas, better habitat, and enhanced resources for all Island County residents. The contract runs from July 1, 2025, through June 30, 2031, and includes three, two-year funding agreements; this contract outlines the first two-year funding cycle for \$342,298.

Attachment: Executive Summary, Contract

Request: (Check boxes that apply)

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

IT Review: Not Applicable

Budget Review: In process

P.A. Review: In process

**Contract with
Washington Recreation and Conservation Office (RCO) for
Island County Shore Friendly Program
Contract No.: 24-1300C**

- Executive Summary -
October 15th BOCC Work Session

Summary	Contract 24-1300C with Washington State Recreation and Conservation Office (RCO) continues the work from the 2019-2025 contract to fund the Island County Shore Friendly Program for another six (6) years, from 2025-2031.
Policy and Regulatory Context	Island County continues to build on the federally established Shore Friendly program groundwork established in 2014 to help homeowners make the next step in implementing solutions at their properties to enhance and protect nearshore habitat. The Shore Friendly program promotes alternatives to hard armoring that provide both the use and enjoyment of shoreline property while promoting and maintaining the ecological properties of coastal ecosystems to support fish and wildlife. Through this program, Island County offers \$500 to \$5,000 mini-grants to shoreline owners for eligible projects such as shoreline armor removal and alternative design analyses, drainage improvements, native planting plans, purchase and installation of native plants, construction of armor removal.
	<u>Equity Lens</u> The Shore Friendly program helps homeowners of all types remove environmentally destructive armoring from their shorelines, which creates more accessible beach areas, better habitat, and enhanced resources for all Island County residents. The Shore Friendly Coordinator is also exploring ways to provide more equitable services to low-income residents within this program.
	<u>Climate Lens</u> The changing climate, sea level rise, and ever-growing king tidal events mean that more and more shoreline homeowners are at risk of inundation within Island County. The Shore Friendly program provides design and technical assistance to as many homeowners as possible to mitigate these effects and create more sustainable shorelines as climate change continues.
Fiscal Impact	This new grant will be used to authorize the Island County Shore Friendly operations and program from July 1, 2025, through June 30, 2031. This six-year contract is anticipated to include three, two-year funding agreements; this contract outlines the first two-year funding cycle for \$342,298.
Recommendation	Accept contract 24-1300C with proffered funding based on factors outlined in this Executive Summary.

Project Sponsor: Island County

Project Number: 24-1300C

Project Title: Island County Shore Friendly Program

Approval Date: 07/01/2025

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Department of Fish and Wildlife (WDFW or Funding Entity) acting through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Island County (Sponsor, and primary Sponsor), PO Box 5000, Coupeville, WA 98239-5000, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Bldg Const and/or Natural Climate Solns Acct of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

Island County has been offering outreach and incentives for shoreline homeowners and influencers through their Shore Friendly program funded through the Puget Sound Marine and Nearshore Grant Program since 2014. The Shore Friendly program promotes alternatives to hard armoring that provide both the use and enjoyment of shoreline property while promoting and maintaining the ecological properties of coastal ecosystems for the support of fish and wildlife. This proposal will allow Island County to build on the groundwork that has been established through the Shore Friendly program for many years to help homeowners make the next step in implementing solutions at their properties to protect and enhance nearshore habitat. Island County will offer mini-grants up to \$5,000 to shoreline landowners for eligible projects that promote the protection and restoration of the nearshore environment. To complement the incentive work, Island County will also work with partners, including the Northwest Straits Foundation (NWSF), Island County Marine Resources Committee (MRC), and Washington State University (WSU) Extension Shore Stewards, to inform community members of the impacts of hard armoring, the benefits of soft and natural beaches, and solutions and resources to help them understand these options at their properties.

PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2025 (project start date) and ends on June 30, 2031 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For the restoration portion of this project, the sponsor's on-going obligations shall be for a minimum of ten (10) years, or more as specified in the Landowner Agreement, after the final payment and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by RCO. For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in the Period of Performance section.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$342,298.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - ESRP Shore Friendly Program	87.64%	\$300,000.00	State
Office - Shore Friendly - CCA	12.36%	\$42,298.00	State
Total Project Cost	100.00%	\$342,298.00	

At the direction of the legislature and RCO best practices, sponsors must utilize the project funds in a timely and efficient manner in accordance with the project milestones set forth in this Agreement. Projects not aptly progressing towards completion may have funding rescinded.

CLIMATE COMMITMENT ACT FUNDING

Where this section conflicts with other provisions of this Agreement, the requirements of this section shall prevail.

Project Funding, Laws, and Rules

This project is funded through the Climate Commitment Act (Chapter 316, Laws of the State of Washington, 2021 ("CCA" or "the Act"). Funds provided here in is from one or more of the following accounts in the state treasury: Carbon Emissions Reduction Account (CERA), Climate Investment Account (CIA), Climate Commitment Account (CCA), Natural Climate Solutions Account (NCSA), and Air Quality and Health Disparities Improvement Account (AQHDIA). Sponsor shall comply with the requirements of the Act and specific requirements for each account that funds the project. Sponsors shall also follow all applicable Agencies' (see below) WAC's and policies established pursuant to the Act.

Geographic Scope of Work

Funding through the Act's accounts (listed above) for this Agreement shall only be spent on the project and within the state of Washington.

Reporting

Sponsor shall assist RCO with its reporting requirements per the Act, and any applicable WAC's including but not limited to WAC 173-446B.

At the direction of RCO, Sponsor shall report project information to Washington State Department of Ecology ("ECY"), Washington State Department of Commerce, Washington State Department of Natural Resources, the Washington State Department of Health (DOH), the Office of the Governor, the Washington State Legislature ("LEG") to include the Joint Legislative Audit and Review Committee, the Environmental Justice Council (ECY, DOH), and the Office of Financial Management ("Agencies"), through 2045. Sponsor must provide RCO any requested project information needed to complete its Environmental Justice Assessment and Review and plans and assessments required by Act through 2045.

At the direction of RCO, Sponsor shall use reporting tools provided by the RCO or the Agencies to complete Sponsor and RCO's reporting requirements per this Agreement and the Act, and any WAC's or policies established by the Agencies pursuant to the Act.

Outreach

At the request of RCO, Sponsor shall provide a copy of all Sponsor project education and outreach materials via email to RCO for review prior to distribution.

Funding Source Acknowledgement and Branding

To strengthen public awareness of how CCA funding is used, Sponsor shall ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements, contracts, press releases and project related publications, media, and at the project site in the form of signs during all phases of the project to include pre-construction, pre-renovation, pre-rehabilitation, and for completed projects at the project site. Sponsor shall also ensure its contractors, subcontractors, service providers and others who assist Sponsor in implementing the project include recognition of CCA project funding on their website and other promotional or informational materials. Capital equipment costing more than \$5,000 shall also be branded with a CCA logo.

Sponsor shall request RCO provide the format for acknowledgement and branding language and logo in the language and font, and logo color, font, and format, consistent with CCA funding requirements as set for in this subsection. For logos, Sponsor shall contact RCO to request approved logo templates.

- Language: "The Island County Shore Friendly Program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."
- Logo: Sponsor shall request RCO send it logo templates approved by the state. The RCO provided logos should always be used in its entirety, with the wordmark and symbols together. The logo should not be altered in any way, including changing the colors, proportions or fonts. The logo should be displayed on a white background. If a white background isn't possible, use the primary logo with the border or one of the approved white logos. The primary color palette is the shades of green, but it can also be used in black and white and/or gray scale as required. The logo can be used in a variety of applications, including websites, social media, print materials, and signage. When using the logo in digital applications or printing for signage, it is important to use a high-resolution version of the logo.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Estuary & Salmon Restoration Program Policy Manual
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Restoration Projects - Manual 5

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

SPECIAL CONDITIONS

COMPLIANCE WITH EO 21-02, ARCHAEOLOGICAL AND CULTURAL RESOURCE CONSULTATION

Compliance with EO 21-02, Archaeological and Cultural Resource Consultation: This agreement requires compliance with Executive Order 21-02. RCO has initiated consultation for this project and additional location information is required.

Completion of this consultation and approval from RCO is required before project activities at each project location can begin. The Sponsor shall submit a detailed Area of Potential Effect map and completed cultural resource screening form for each project location to RCO for review; allow 60 to 90 days for full consultation and response. Additional cultural resources survey may be required based on the results of the consultation process. Project activities started without approval may be considered a breach of contract. If archaeological or historic materials are discovered, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

SPECIAL CONDITIONS - CULTURAL RESOURCES

None

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Kelly Zupich
Shore Friendly Coordinator
1 Northeast 7th Street
Coupeville, WA 98239-3105
k.zupich@islandcountywa.gov

RCO Contact

Bob Warinner
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
bob.warinner@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 24-1300, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

Island County

By: _____

Date: _____

Name (printed): _____

Title: _____

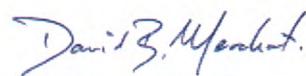
State of Washington Recreation and Conservation Office

By: _____
for: Megan Duffy
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By: _____



Assistant Attorney General

Date: _____

01/31/2025

Project Sponsor: Island County

Project Number: 24-1300C

Project Title: Island County Shore Friendly Program

Approval Date: 07/01/2025

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Planning/Restoration Metrics

Worksite #1, Landowner Recruitment and Technical Assistance

Targeted salmonid ESU/DPS (A.23):	No Salmon ESU or Steelhead DPS
Targeted species (non-ESU species):	Forage Fish
Area Encompassed (acres) (B.0.b.1):	0.0
Miles of Stream and/or Shoreline Affected (B.0.b.2):	0.00
Miles of Stream and/or Shoreline Treated or Protected (C.0.b):	0.00

Shore Friendly Program Landowner Recruitment

Shore Friendly Landowner Recruitment

Shore Friendly Number of landowners contacted/provided shore friendly 500 information outside of workshop/training events:

Shore Friendly Workshop and Training Events

Number of Shore Friendly Workshops / Training Events:	2
	2-year metrics
Number of Participants at Shore Friendly Workshops / Training Events:	60

Shore Friendly Program Technical Assistance

Shore Friendly Design Assistance

Number of landowners receiving design cost-share or assistance:	30
	2-year metrics
Number of completed armor removal scoping and feasibility studies:	6
Number of completed conceptual designs:	3
Number of completed preliminary (permit-ready) designs:	2
Number of completed final designs:	1

Shore Friendly Permit Assistance

Number of landowners provided permit cost-share or assistance:	8
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Shore Friendly Site Visit Assistance

Number of landowners receiving site visits:	50
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Shore Friendly Technical Assistance Program Administration & Management

Cultural Resources

Cultural resources

Agency Indirect Costs

Agency Indirect

Project Sponsor: Island County

Project Number: 24-1300C

Project Title: Island County Shore Friendly Program

Approval Date: 07/01/2025

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	07/01/2025	
	Other	09/30/2025	2025-2027 SOW Submitted to RCO
	Progress Report Due	10/10/2025	For the previous quarter, July 1- September, 30, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
	Progress Report Due	01/15/2026	For the previous quarter, October 1-December 31 , attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
	Progress Report Due	04/15/2026	For the previous quarter, January 1-March 31, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
	Progress Report Due	07/15/2026	For the previous quarter, April 1-June 31, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
	Annual Project Billing Due	07/31/2026	
	Progress Report Due	10/10/2026	For the previous quarter, July 1- September, 30, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
	Progress Report Due	01/15/2027	For the previous quarter, October 1-December 31 , attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
	Progress Report Due	04/15/2027	For the previous quarter, January 1-March 31, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
	Progress Report Due	07/15/2027	For the previous quarter, April 1-June 31, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
	Other	07/15/2027	2027-2029 Updated SOW Submitted to RCO
	Other	07/31/2027	Attach a summary report of completed partnered outreach, technical assistance (including site visit, permit, and design assistance), and restoration activities to PRISM for July 2025 - June 2027
	Annual Project Billing Due	07/31/2027	
	Permits Complete	07/31/2027	Attach a bi-annual summary report of completed permits to PRISM.
	Progress Report Due	10/10/2027	For the previous quarter, July 1- September, 30, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
	Progress Report Due	01/15/2028	For the previous quarter, October 1-December 31 , attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
	Progress Report Due	04/15/2028	For the previous quarter, January 1-March 31, attach in PRISM all available feasibility studies,

Progress Report Due	07/15/2028	geotech assessments, design/planting plans, LO agreements & cost share project deliverables. For the previous quarter, April 1-June 31, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
Annual Project Billing Due Progress Report Due	07/31/2028 10/10/2028	For the previous quarter, July 1- September, 30, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables. For the previous quarter, October 1-December 31 , attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
Progress Report Due	01/15/2029	For the previous quarter, October 1-December 31 , attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
Progress Report Due	04/15/2029	For the previous quarter, January 1-March 31, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
Progress Report Due	07/15/2029	For the previous quarter, April 1-June 31, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
Other Other	07/15/2029 07/31/2029	2029-2031 Updated SOW Submitted to RCO Attach a summary report of completed partnered outreach, technical assistance (including site visit, permit, and design assistance), and restoration activities to PRISM for July 2027 - June 2029
Annual Project Billing Due Permits Complete	07/31/2029 07/31/2029	Attach a bi-annual summary report of completed permits to PRISM.
Progress Report Due	10/10/2029	For the previous quarter, July 1- September, 30, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
Progress Report Due	01/15/2030	For the previous quarter, October 1-December 31 , attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
Progress Report Due	04/15/2030	For the previous quarter, January 1-March 31, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
Progress Report Due	07/15/2030	For the previous quarter, April 1-June 31, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
Annual Project Billing Due Progress Report Due	07/31/2030 10/10/2030	For the previous quarter, July 1- September, 30, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
Progress Report Due	01/15/2031	For the previous quarter, October 1-December 31 , attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
Progress Report Due	04/15/2031	For the previous quarter, January 1-March 31, attach in PRISM all available feasibility studies, geotech assessments, design/planting plans, LO agreements & cost share project deliverables.
Other	06/15/2031	Attach a summary report of completed partnered outreach, technical assistance (including site visit, permit, and design assistance), and restoration activities to PRISM for July 2029 - June 2031
Permits Complete	06/15/2031	Attach a bi-annual summary report of completed permits to PRISM.

Final Report Due	06/15/2031
Agreement End Date	06/30/2031
Special Conditions Met	06/30/2031
Final Billing Due	08/15/2031

Ensure compliance with Statement of Work
(PRISM Attachment A) and all other special
conditions.

Project Sponsor: Island County

Project Number: 24-1300C

Project Title: Island County Shore Friendly Program

Approval Date: 07/01/2025

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 07/08/2025.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor’s signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO’s as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and/or enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or

communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
 - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization

affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. Project Review. RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
 - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. Termination. RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. Notice To Proceed. No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. Compliance and Indemnification. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.
- F. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
 - 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.

- 4) Implement the IDP when cultural resources or human remains are found at the project site.

G. Inadvertent Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.

- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the

event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 - 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
 - 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
 - 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

- 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition and development projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, and/or renovated pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, and/or renovated with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
 - 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
 - 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
- 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment

of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.



ISLAND COUNTY BUDGET/RISK

WORK SESSION AGENDA

MEETING DATE: 10/15/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners
From: Susan Geiger, Director

Amount of time requested for agenda discussion. 35 minutes

DIVISION: Administrative

Agenda Item No.: 2

Subject: **ICC 3.04A Real Estate Excise Tax amendment**

Description: HB 1791 signed into law effective July 27, 2025, allows for increased flexibility for the use of REET funds. An ICC amendment is necessary to incorporate the legislative changes into the ICC.

Attachment: **ICC Chapter 3.04A Real Estate Excise Tax proposed edits, Draft Adoption Ordinance, and call for Hearing.**

Request: *(Check boxes that apply)*

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

IT Review: Not Applicable

Budget Review: Complete

P.A. Review: Complete

(Continued on next page)

DIVISION: RCED**Agenda Item No.: 2**

Subject: **Amendment to the Interlocal Agreement between Island County and the City of Oak Harbor RCED Grant RM-CA-2023-429 for the Marina Dredging Project**

Description: Island County granted \$1,000,000 to the City of Oak Harbor from the Rural County Economic Development (RCED) Fund in March 2024 for the Marina Dredging Project. In August 2025, the City Council for Oak Harbor approved the remaining funds to complete the project. The City is now requesting an extension to the grant agreement.

Attachment: **Letter from Mayor Wright, Draft Amendment 1, Oak Harbor Marina Dredging Project original agreement**

Request: (Check boxes that apply)

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

IT Review: Not Applicable

Budget Review: Complete

P.A. Review: Complete

Agenda Item No.: 3

Subject: **Interlocal Agreement between Island County and the Port of Coupeville RCED Grant RM-BUD-2025-293 for the Greenbank Farm Pond Project**

Description: The Board of Commissioners approved an award to the Port of Coupeville from the Rural County Economic Development (RCED) Fund in September 2025 for the Greenbank Farm Pond Project. This is the Interlocal Agreement for that grant award in the amount of \$112,500.00

Attachment: **RCED Interlocal Agreement - Greenbank Pond Project, 2025 Port of Coupeville Greenbank Farm Pond Project award letter**

Request: (Check boxes that apply)

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

IT Review: Not Applicable

Budget Review: Complete

P.A. Review: Complete

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

APPROVED AS TO FORM:



Kevin McCrae
Chief Civil Deputy Prosecuting Attorney &
Island County Code Reviser

EXHIBIT A

Updates to Island County Code Chapter 3.04A

Chapter 3.04A Real Estate Excise Tax

3.04A.010 Imposition of real estate excise tax.

There is hereby imposed a tax of one-fourth of one percent (.0025) of the selling price on each sale of real property within the unincorporated areas of Island County, Washington.

(Ord. CC-82-02, August 16, 1982, vol. 20, p. 249)

3.04A.020 Taxable events.

Taxes imposed herein shall be collected from persons who are taxable by the state under Chapter 82.45 RCW and chapter 458-61 WAC upon the occurrence of any taxable event within the unincorporated areas of Island County.

(Ord. CC-82-02, August 16, 1982, vol. 20, p. 249)

3.04A.030 Consistency with state tax.

The taxes imposed herein shall comply with all applicable rules, regulations, laws, and court decisions regarding real estate excise taxes as imposed by the state under Chapter 82.45 RCW and chapter 458-61 WAC. The provisions of those chapters, to the extent they are not inconsistent with this chapter, shall apply as though fully set forth herein.

(Ord. CC-82-02, August 16, 1982, vol. 20, p. 249)

3.04A.040 Distribution of tax proceeds and limiting the use thereof.

- A. The county treasurer shall place one (1) percent of the proceeds of the taxes imposed herein in the county current expense fund to defray costs of collection.
- B. The remaining proceeds from the county taxes imposed herein shall be placed in a county capital improvements fund, to be known as the "capital ~~improvement~~ facility fund," to be used by Island County for local capital improvements. After April 30, 1992, revenues generated from this tax shall be used solely for financing capital projects specified in the capital facilities plan element of the Island County Comprehensive Plan and/or for financing housing relocation assistance under RCW 59.18.440 and 59.18.450. "Capital projects" eligible for financing with these tax revenues are only those categories of public works projects described in RCW 82.46.010(6). However, revenues (a) pledged by Island County to debt-retirement prior to April 30, 1992 may continue to be used for that purpose until the original debt for which the revenues were pledged is retired, or (b) committed prior to April 30, 1992 by Island County to a capital project may continue to be used for that purpose until the project is completed. The proceeds of this tax are intended to be in addition to other funds that may be reasonably available for such capital projects. ~~Between July 22, 2011 and December 31, 2016, t~~ The county may use the greater of one hundred thousand dollars (\$100,000.00) or thirty-five (35) percent of the capital improvement fund, ~~but not to exceed one million dollars (\$1,000,000.00) per year~~, for the operations, ~~and~~ maintenance, and service support for ~~of~~ existing capital projects as defined in RCW 82.46.010(6).

- C. The Board of County Commissioners shall identify in the adopted annual budget the capital projects funded in whole or in part from the proceeds of the tax authorized in this section.
- D. This section shall not limit the existing authority of Island County to impose special assessments on property benefited thereby in the manner prescribed by law.

(Ord. CC-82-02, August 16, 1982, vol. 20, p. 249; amended by Ord. C-128-91, September 9, 1991, vol. 33, p. 80; amended by Ord. C-98-92, November 16, 1992, vol. 34, p. 454; amended by Ord. C-129-12, December 10, 2012, vol. 2012, p. 197)

3.04A.050 Seller's obligation.

The taxes imposed herein are the obligation of the seller and may be enforced through the action of debt against the seller or in the manner prescribed for the foreclosure of mortgages.

(Ord. CC-82-02, August 16, 1982, vol. 20, p. 249)

3.04A.060 Lien provisions.

The taxes imposed herein and any interest or penalties thereon are the specific lien upon each piece of real property sold from the time of sale or until the tax is paid, which lien may be enforced in the manner prescribed for the foreclosure of mortgages. Resorting to one (1) course of enforcement is not an election not to pursue the other.

(Ord. CC-82-02, August 16, 1982, vol. 20, p. 249)

3.04A.070 Notation of payment.

The taxes imposed herein shall be paid to and collected by the treasurer of the county within which is located the real property which was sold. The county treasurer shall cause a stamp evidencing satisfaction of the lien to be affixed to the instrument of sale or conveyance prior to its recording, or to the real estate excise tax affidavit in the case of used mobile home sales. A receipt issued by the county treasurer for the payment of the tax imposed herein shall be evidence of the satisfaction of the lien imposed in section 3.04A.060 and may be recorded in the manner prescribed for recording satisfactions of mortgages. No instrument of sale or conveyance evidencing a sale subject to the tax may be accepted by the county auditor for filing or recording until the tax is paid and the stamp affixed thereto; in case the tax is not due on the transfer, the instrument shall not be accepted until suitable notation of this fact is made on the instrument by the county treasurer.

(Ord. CC-82-02, August 16, 1982, vol. 20, p. 249)

3.04A.080 Date payable.

The tax imposed hereunder shall become due and payable immediately at the time of sale and, if not so paid within thirty (30) days thereafter, shall bear interest at the rate of one (1) percent per month from the time of sale until the date of payment.

(Ord. CC-82-02, August 16, 1982, vol. 20, p. 249)

3.04A.090 Excessive and improper payments.

If, upon written application by a taxpayer to the county treasurer for a refund, it appears a tax has been paid in excess of the amount actually due or upon a sale or other transfer declared to be exempt, such excess amount or improper payment shall be refunded by the county treasurer to the taxpayer; provided, that no refund shall be made unless the state has first authorized the refund of an excessive amount or an improper amount paid, unless such improper amount was paid as a result of a miscalculation.

(Ord. CC-82-02, August 16, 1982, vol. 20, p. 249)

3.04A.100 Severability.

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

(Ord. CC-82-02, August 16, 1982, vol. 20, p. 249)

3.04A.110 Effective date.

This chapter shall take effect on October 1, 1982.

(Ord. CC-82-02, August 16, 1982, vol. 20, p. 249)

Chapter 3.04B Additional Real Estate Excise Tax

3.04B.010 Imposition of additional real estate excise tax.

There is hereby imposed an additional tax of one-fourth of one percent (.0025) of the selling price on each sale of real property within the unincorporated areas of Island County, Washington.

(Ord. C-128-91, September 9, 1991, vol. 33, p. 80)

3.04B.020 Taxable events.

Taxes imposed herein shall be collected from persons who are taxable by the state under Chapter 82.45 RCW and Chapter 458-61 WAC upon the occurrence of any taxable event within the unincorporated areas of Island County.

(Ord. C-128-91, September 9, 1991, vol. 33, p. 80)

3.04B.030 Consistency with state tax.

The taxes imposed herein shall comply with all applicable rules, regulations, laws, and court decisions regarding real estate excise taxes as imposed by the state under Chapter 82.45 RCW and Chapter 458-61 WAC. The provisions of those chapters, to the extent they are not inconsistent with this chapter, shall apply as though fully set forth herein.

(Ord. C-128-91, September 9, 1991, vol. 33, p. 80)

3.04B.040 Distribution of tax proceeds and limiting the use thereof.

- A. The county treasurer shall place one (1) percent of the proceeds of the taxes imposed herein in the county current expense fund to defray costs of collection.
- B. The remaining proceeds from the county taxes imposed herein shall be placed in a ~~separate~~ county capital projects fund, to be known as the "capital facility facilities fund," to be used by Island County solely for financing capital projects specified in the capital facilities plan element of the Island County Comprehensive Plan adopted pursuant to RCW 36.70A.040(1) and 36.70A.070(3) (Growth Management Act). "Capital projects" eligible for financing with these tax revenues are only those categories of public works projects described in RCW 82.46.035(5) and RCW 82.46.010(6). ~~However, revenues (a) pledged prior to March 1, 1992, by Island County to debt retirement may continue to be used for that purpose until the original debt for which the revenues were pledged is retired, or (b) committed prior to March 1, 1992, by Island County to a project may continue to be used for that purpose until the project is completed.~~ The proceeds of this tax are intended to be in addition to other funds that may be reasonably available for such capital projects. ~~Between July 22, 2011 and December 31, 2016, t~~ The county may use the greater of one hundred thousand dollars (\$100,000.00) or thirty-five (35) percent of the capital facilities fund, ~~but not to exceed one million dollars (\$1,000,000.00) per year~~, for operations, and maintenance and service support for ~~of~~ existing capital projects as defined in RCW 82.46.035(5), and the county may use available funds in the capital facilities fund for the payment of existing debt service incurred for capital projects as defined in RCW 82.46.010(6) (section 3.04A.040.B. REET 4 capital improvement facility fund capital projects). If the county uses available funds for payment of existing debt service under RCW 82.46.010 (section 3.04A.040.B. REET 4 capital improvement facility fund capital projects), the total amount used for payment of debt service and any amounts used for operations and maintenance of capital facilities fund projects is subject to the limits in this subsection.
- C. The Board of County Commissioners shall identify in the adopted annual budget the capital projects funded in whole or in part from the proceeds of the tax authorized in this section.
- D. This section shall not limit the existing authority of Island County to impose special assessments on property benefited thereby in the manner prescribed by law.

(Ord. C-128-91, September 9, 1991, vol. 33, p. 80; amended by Ord. C-98-92, November 16, 1992, vol. 34, p. 454; amended by Ord. C-129-12, December 10, 2012, vol. 2012, p. 197)

3.04B.050 Seller's obligation.

The taxes imposed herein are the obligation of the seller and may be enforced through the action of debt against the seller or in the manner prescribed for the foreclosure of mortgages.

(Ord. C-128-91, September 9, 1991, vol. 33, p. 80)

3.04B.060 Lien provisions.

The taxes imposed herein and any interest or penalties thereon are the specific lien upon each piece of real property sold from the time of sale or until the tax is paid, which lien may be enforced in the manner prescribed for the foreclosure of mortgages. Resorting to one (1) course of enforcement is not an election not to pursue the other.

(Ord. C-128-91, September 9, 1991, vol. 33, p. 80)

3.04B.070 Notation of payment.

The taxes imposed herein shall be paid to and collected by the treasurer of the county within which the real property which was sold is located. The county treasurer shall cause a stamp evidencing satisfaction of the lien to be affixed to the instrument of sale or conveyance prior to its recording, or to the real estate excise tax affidavit in the case of used mobile home sales. A receipt issued by the county treasurer for the payment of the tax imposed herein shall be evidence of the satisfaction of the tax imposed in section 3.04B.060 and may be recorded in the manner prescribed for recording satisfactions of mortgages. No instrument of sale or conveyance evidencing a sale subject to the tax may be accepted by the county auditor for filing or recording until the tax is paid and the stamp affixed thereto; in case the tax is not due on the transfer, the instrument shall not be accepted until suitable notation of this fact is made on the instrument by the county treasurer.

(Ord. C-128-91, September 9, 1991, vol. 33, p. 80)

3.04B.080 Date payable.

The tax imposed hereunder shall become due and payable immediately at the time of sale and, if not so paid within thirty (30) days thereafter, shall bear interest at the rate of one (1) percent per month from the time of sale until the date of payment.

(Ord. C-128-91, September 9, 1991, vol. 33, p. 80)

3.04B.090 Excessive and improper payments.

If, upon written application by a taxpayer to the county treasurer for a refund, it appears a tax has been paid in excess of the amount actually due or upon a sale or other transfer declared to be exempt, such excess amount or improper payment shall be refunded by the county treasurer to the taxpayer; provided, that no refund shall be made unless the state has first authorized the refund of an excessive amount or an improper amount paid, unless such improper amount was paid as a result of a miscalculation.

(Ord. C-128-91, September 9, 1991, vol. 33, p. 80)

3.04B.100 Severability.

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

(Ord. C-128-91, September 9, 1991, vol. 33, p. 80)

3.04B.110 Effective date.

This chapter shall take effect on October 1, 1991.

(Ord. C-128-91, September 9, 1991, vol. 33, p. 80)

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

**IN THE MATTER OF AMENDING) RESOLUTION C-59-25
THE ISLAND COUNTY CODE)
CHAPTER 3.04A REAL ESTATE EXCISE)
TAX)**

The Board of County Commissioners has reviewed the proposed Ordinance and sets it for public hearing on December 2nd, 2025 at 10:00 a.m.

APPROVED October 21, 2025.

BOARD OF COUNTY COMMISSIONERS
Island County, Washington

Melanie Bacon, Chair



September 11, 2025

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

Ms. Geiger,

The City of Oak Harbor is requesting an extension to Rural County Economic Development (RCED) Grant Agreement RM-CA-2023-429 through June 30, 2027.

Background:

The City applied for \$2.3 million from the Island County RCED grant program in May 2023. The total project was estimated at \$5.5 million with the City's portion being \$3.2 million. The request for \$1 million for the dredging project. The \$1.3 million was to be used for siding and a new roof at Mariners' Haven Boatyard that the City was considering purchasing at the time. The City Council subsequently chose not to purchase the boatyard. Island County awarded the City \$1 million for the dredging project in March 2024.

The City hired Moffatt Nichol, a Washington-based marine engineering firm, in 2023 to begin design and engineering of the Marina Dredging Project. In 2024, they began preliminary estimates and feasibility. They conducted a bathymetry survey to identify dredge areas and depths, created dredge design options, identified potential mitigation options, determined the permits needed and other requirements and also began identifying other Marina Redevelopment options.

Current Situation:

The initial estimate for the Marina Dredging Project was \$4.5 million. The estimated cost today is \$12 million. The project was put on hold for several months in 2025 while the City Council considered funding options. The City Council approved moving forward with funding options for a full dredge of the Marina at the August 6, 2025 City Council meeting.

The following schedule is the estimated timeline for the project to be completed:

August 2025	Submitted permit applications to: US Army Corps of Engineers, National Oceanic and Atmospheric Administration, and Environmental Protection Agency. City staff is working with State agencies, including Washington State Department of Natural Resources and Washington State Department of Archeology and Historic Preservation. Staff are also working on the State Environmental Protection Act (SEPA) checklist and shoreline permitting.
Jan-Mar 2026	City staff will prepare Request for Proposals (RFP) for the dredging.
April 2026	Based on feedback from the Federal agencies, permits are expected to be approved by April 2026. RFP will be advertised for construction companies to bid.
May-June 2026	Contract with the qualified low bidder will be prepared and presented to the City Council for approval. Funding will be secured (General Obligation Bond).
Sept 8, 2026	Construction company can begin dredging.
January 2027	Quarterly Report/Reimbursement Request to Island County.
Feb 15, 2027	Dredging complete.
April 2027	Quarterly Report/Reimbursement Request to Island County.
May 30, 2027	Project closed, final invoices paid to construction company.
June 30, 2027	Final Report/Reimbursement Request to Island County.

The City is confident the project will be completed on this schedule. Thank you for the consideration.

Sincerely,



Mayor Ronnie D. Wright

Attachment: Grant Agreement RM-CA-2023-429

cc: File
Sabrina Combs, City Administrator, Oak Harbor
Hillary Evans, City Attorney, Oak Harbor
Julie Nester, City Clerk, Oak Harbor
Melanie Bacon, Island County Commissioner
Jill Johnson, Island County Commissioner
Janet St. Clair, Island County Commissioner
Cody Bakken, Island County ARPA/Broadband Coordinator

Contractor: City of Oak Harbor
Project: Oak Harbor Marina Dredging Project
Contract No.: RM-CA-2023-429

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

This Amendment No. 1 to the Grant Agreement for Rural County Economic Development Funds dated March 26, 2024, between Island County (County) and the City of Oak Harbor (City) is for the purpose of a time extension for project completion.

Section 3 is amended to read as follows:

2. Project Completion / Budget. Work on the Project shall be substantially complete no later than June 30, 2027. For purposes of RCW 39.34.030(3)(d), the City will establish and maintain a Project construction budget. The City will be responsible for acquiring, holding and disposing of Project property. Unless otherwise agreed by the parties by subsequent written instrument, the County shall not own any real or personal property acquired with the funds distributed to the City hereunder.

All other terms and conditions of said Grant Agreement remain in full force and effect.

Island County and the City of Oak Harbor by their signature below acknowledge and accept the terms and conditions of this Amendment No. 1.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

By: _____
Melanie Bacon, Chair

Date

CITY OF OAK HARBOR
ISLAND COUNTY, WASHINGTON

By: Ronnie Wright 9.23.25
Ronnie Wright, Mayor

Date

Contractor: City of Oak Harbor
Project: Oak Harbor Marina Dredging Project
Contract No.: RM-CA-2023-429

GRANT AGREEMENT RURAL COUNTY ECONOMIC DEVELOPMENT FUNDS

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

RECITALS

- A. The County is eligible for and receives sales and use taxes for rural counties authorized in RCW 82.14.370 and imposed in Island County Code Chapter 3.02C. Such tax is authorized for the purpose of financing public facilities serving economic development purposes in rural areas.
- B. On February 20, 2018, the Island County Board of County Commissioners adopted Resolution C-19-18 Authorizing the Island County Rural County Economic Development Infrastructure Investment Program and Policies (the "Program") attached hereto as Exhibit A and incorporated by this reference as if fully set forth herein. .
- C. The Island County Board of County Commissioners at its March 26, 2024 meeting approved the award of Rural County Economic Development Funds ("Awarded Funds") to assist the Oak Harbor Marina Dredging Project in financing the costs of a public facility improvement project known as the City of Oak Harbor Marina Dredging Project (the "Project"). The Project is more particularly described in the City's Application for Rural County Economic Development Funds ("Application") submitted on May 15, 2023, attached hereto as Exhibit B, and incorporated by this reference as if fully set forth herein. This Grant Agreement sets forth the terms and conditions applicable to the Awarded Funds.
- D. The County approves Awarded Funds in the amount of One Million Dollars (\$1,000,000.00) for the Project , subject to availability of funds in the Rural County Economic Development Fund Account.
- E. The City has the appropriate statutory authority pursuant to Chapter 35A.11 RCW, and is ready, willing, and able to complete the Project described herein, and the parties are entering into this Agreement to carry out such purpose.
- F. Entry into this Agreement is authorized under Chapter 39.34 of the Revised Code of Washington, the Interlocal Cooperation Act.

AGREEMENT

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

1. Purpose. The purpose of this Agreement is to allow the County to provide partial funding assistance to the City for costs of the Project. The Project is more particularly described in the Application.
2. Project Time / Budget. Work on the Project shall be substantially complete no later than June 1, 2026. For purposes of RCW 39.34.030(3)(d), the City will establish and maintain a Project construction budget. The City will be responsible for acquiring, holding, and disposing of Project property. Unless otherwise agreed by the parties by subsequent written instrument, the County shall not own any real or personal property acquired with the funds distributed to the City hereunder.
3. Design/Project Management. The County shall have no responsibility for the design or management of the Project. The City shall have the sole authority to design and manage the Project, and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing of the Project.
4. Allowable uses. The Awarded Funds shall be used by the City solely for Project costs considered permitted uses under RCW 82.14.370, Island County Code Chapter 3.02C.040(A), and eligible for reimbursement under the Program. City administrative costs are not eligible for reimbursement. The City hereby warrants and guarantees that the Project shall be completed for uses as described herein.
5. Financing. The Fund Award amount is One Million Dollars (\$1,000,000.00). The City shall provide a matching contribution of at least ten percent (10%) of Project costs eligible under the Program ("City Match"). Upon receipt of a request for reimbursement and documentation evidencing that the City has paid Project costs allowable under this Agreement, the County shall pay said reimbursement request within forty-five (45) days of receipt. The full City Match of One Hundred Thousand Dollars (\$100,000.00) shall apply to the first reimbursement request and shall be demonstrated to the satisfaction of the County prior to distribution of Awarded Funds.
6. Repayment Guarantee. If it is determined that any portion of the Awarded Funds was used for any purpose not authorized under this Agreement, the City hereby guarantees that it will repay to the County all such unauthorized funds, together with accrued interest at the same rate as if the unauthorized funds had been invested with the Washington State Local Government Investment Pool. Any repayments due to the County shall be paid by the City within forty-five (45) days of written request made by the County.
7. Documentation. The City shall maintain for a period of six (6) years records documenting that the Awarded Funds were used solely for the purposes contained herein. The City shall make Project records available for inspection or audit by the County or its duly authorized representatives.

8. Reporting. The City shall file a report with the Board of County Commissioners by January 31st of the year succeeding completion of the Project, for 5 years, reflecting the number of jobs and businesses created and retained as a result of the Project, along with other related information reasonably required by the County to measure the economic impact of its financial assistance (“Board Report”).

The City shall also file a report with the County Auditor, with a copy to the County Administrator, by January 31 of each year thereafter when the City has been reimbursed in the prior year under Section 6 above (“Auditor Report”). The report must show the following:

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

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

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

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

employed by the City.

In lieu of the insurance requirements set forth above, the City may provide proof of comparable coverages through membership in a local government insurance pool authorized pursuant to Chapter 48.62 RCW.

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

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

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

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

14. Survival. Sections 6, 7, 8, 9, and 10 of this Agreement shall survive the termination of this Agreement.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

By: Jill Johnson
Jill Johnson, Chair

Date: 3/26/24



Date: 1/02/2024

Attest:
Jennifer Roll
Clerk of the Board

City of Oak Harbor

By: Ronnie Wright

Title MAJOR, RONNIE WRIGHT

Attest:

Julie Nester, City Clerk

Contractor: Port of Coupeville
 Project: Greenbank Farm Pond Project
 Contract No.: RM-BUD-2025-293

**GRANT AGREEMENT
RURAL COUNTY ECONOMIC DEVELOPMENT FUNDS**

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

RECITALS

- A. The County is eligible for and receives sales and use taxes for rural counties authorized in RCW 82.14.370 and imposed in Island County Code Chapter 3.02C. Such tax is authorized for the purpose of financing public facilities serving economic development purposes in rural areas.
- B. On February 20, 2018, the Island County Board of County Commissioners adopted Resolution C-19-18 Authorizing the Island County Rural County Economic Development Infrastructure Investment Program and Policies (the "Program") which is incorporated herein for all intents and purposes.
- C. The Island County Board of County Commissioners at its August 20th, 2025 meeting approved the award of Rural County Economic Development Funds to assist the Port in financing the costs of a public facility improvement project known as Greenbank Farm Pond Project (the "Project"). Said improvements are more particularly described in the Port's Application for Rural County Economic Development Funds, as submitted on April 29th, 2025, and incorporated herein for all intents and purposes. This Grant Agreement sets forth the terms and conditions of said award.
- D. The County approves an award of Rural County Economic Development Funds in the amount of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00) for the Project, subject to availability of funds in the Rural County Economic Development Fund Account.
- E. The Port has the appropriate statutory authority pursuant to Chapter 35A.11 RCW, and is ready, willing, and able to complete the Project described herein, and the parties are entering into this Agreement to carry out such purpose.
- F. Entry into this Agreement is authorized under Chapter 39.34 of the Revised Code of Washington, the Interlocal Cooperation Act.

Contractor: Port of Coupeville
Project: Greenbank Farm Pond Project
Contract No.: RM-BUD-2025-293

AGREEMENT

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

1. Purpose. The purpose of this Agreement is to allow the County to provide partial funding assistance to the City for costs of the Project. Said improvements are more particularly described in the Application for Rural County Economic Development Funds, submitted to the County by the Port.
2. Project Time / Budget. Work on the Project shall be substantially complete no later than two years after the date of execution. For purposes of RCW 39.34.030(3)(d), the Port will establish and maintain a Project construction budget. The Port will be responsible for acquiring, holding, and disposing of Project property. Unless otherwise agreed by the parties by subsequent written instrument, the County shall not own any real or personal property acquired with the funds distributed to the Port hereunder.
3. Design/Project Management. The County shall have no responsibility for the design or Project management of said Project. The Port shall have the sole authority to determine its design and Project management, and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing of the Project, in the manner allowed by law.
4. Allowable uses. All funds disbursed by the County to the Port under this Agreement shall be used by the Port solely for Project costs considered permitted uses under RCW 82.14.370, Island County Code Chapter 3.02C.040(A), and eligible for reimbursement under the Program. The Port's administrative costs are not eligible for reimbursement. The Port hereby warrants and guarantees that the said Project shall be completed for uses as described herein.
5. Financing. The contribution to the Port from County rural county sales and use tax proceeds for this Project will be in the amount of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00). The Port shall provide a matching contribution of fifty percent (50%) of project costs eligible under the Program. Upon receipt of a request for reimbursement and documentation evidencing that the Port has paid Project costs allowable under this Agreement, the County shall pay said reimbursement request within forty-five (45) days of receipt.
6. Repayment Guarantee. In the event that it is determined that any portion of the funds provided by the County is used for any purpose not authorized under this Grant Agreement, the Port hereby guarantees that it will repay to the County all such funds, together with accrued interest at the same rate as if the funds had been invested with the Washington State Local Government Investment Pool. Any repayments due to the County shall be paid by the Port within forty-five (45) days of written request made by the County.
7. Documentation. The Port shall maintain for a period of six (6) years proper records documenting that the funds provided by the County were used solely for the purposes contained herein. The Port shall make Project records available for inspection or audit by the County or its

Contractor: Port of Coupeville
Project: Greenbank Farm Pond Project
Contract No.: RM-BUD-2025-293

duly authorized representatives.

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

The Port shall also file a report with the County Auditor, with a copy to the County's Budget Director, by January 31 of each year thereafter when the Port has been reimbursed in the prior year under Section 5 above. The report must show the following:

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

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

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

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

In lieu of the insurance requirements set forth above, the Port may provide proof of comparable coverages through membership in a local government insurance pool authorized pursuant to Chapter 48.62 RCW.

Contractor: Port of Coupeville
Project: Greenbank Farm Pond Project
Contract No.: RM-BUD-2025-293

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

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

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

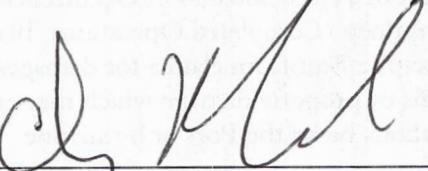
13. Filing of Agreement. Under RCW 39.34.040, prior to its entry into force this Agreement must be either filed with the Island County Auditor or, alternatively, listed by subject on the Port's Internet website.

14. Survival. Sections 6, 7, 8, 9, and 10 of this Agreement shall survive the termination of this Agreement.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

By: _____ Date: _____
Melanie Bacon, Board Chair

POR OF COUPEVILLE
ISLAND COUNTY, WASHINGTON

By: 
Chris Michalopoulos, Executive Director

Date: 9/29/2025



Island County Board of Commissioners

1 NE 7th St., Coupeville, WA 98239
Ph: Whidbey 360-679-7354 | S Whidbey 360-321-5111 | Camano 360-387-3443
Email: bicc@islandcountywa.gov | www.islandcountywa.gov

9/23/2025

Mr. Chris Michalopoulos, Executive Director
Port of Coupeville
PO Box 128
765 Wonn Rd, Suite E
Greenbank Farm, WA 98253

Dear Mr. Michalopoulos,

On behalf of the Island County Board of County Commissioners, I am pleased to inform you that Rural County Economic Development Funds have been awarded under the 2025 RCED Infrastructure Investment Program for the following project:

Greenbank Farm Pond Project
Award Amount: \$112,500.00

The Board of Commissioners recognizes the vital role that this project will play in enhancing the economic vitality of Island County. We are delighted to be able to provide a grant award to assist in financing your project.

Your grant will be formally awarded by means of an Interlocal Agreement, which will be coming to you shortly from Island County Budget and Risk Management. Aside from standard terms and conditions, the Interlocal Agreement will contain reporting obligations which will enable the County to gather useful economic development information spurred by the project's investment in our community, as well as fulfill the County's reporting obligations to the State about the program.

We look forward to the completion of your project and the economic benefits it will bring to our community.

Sincerely,

A handwritten signature in blue ink that appears to read "Melanie Bacon".

Melanie Bacon, Chair
Board of County Commissioners
Island County, WA



ISLAND COUNTY PLANNING & COMMUNITY DEV.

WORK SESSION AGENDA

MEETING DATE: 10/15/2025

To: **Melanie Bacon, Chair**
Board of Island County Commissioners
From: **Jonathan Lange, Director**

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

Agenda Item No.: 1

Subject: Planning & Community Development 2026 Work Plan & Docket

Description: PCD develops a work plan annually. The Growth Management Act requires comp plan work to be docketed and approved annually. PCD has drafted a work plan and docket for the Board's review. The Planning Commission has already reviewed and provided input.

Attachments: Draft Work Plan & Docket, 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"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Agenda Item No.: 2

Subject: Update on Oak Harbor's Urban Growth Area

Description: Long Range Planning will provide an update on conversations with Oak Harbor regarding the housing allocations for Oak Harbor's UGA.

Attachments: None

Request: (Check boxes that apply)

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

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



Island County Planning and Community Development

Jonathan Lange, AICP, CFM
Director

Physical Address: 1 NE 6th St, Coupeville, WA 98239 Mailing Address: 1 NE 7th St, Coupeville, WA 98239

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

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

~MEMORANDUM~

TO: **Island County Board of County Commissioners**

FROM: **Planning & Community Development (PCD)**

DATE: **October 15, 2025**

SUBJECT: **PCD Work Plan and Docket 2026**

Included for the Board's discussion at work session is a draft Work Plan and Docket for calendar year 2026.

Additionally, Long Range Planning has been drafting a list of items that have been brought to our attention during the comprehensive planning process by the public, Planning Commission, and Board. This list has been drafted into short, medium, and long term buckets. Planning would like to discuss the items and hear the Board's input regarding the 2026 Work Plan and Docket.

Short Term: 1-3 year timeline

- Critical Areas Ordinance updates (required within 12 months after comp plan adoption)
- Short Term Rental Monitoring System
- Freeland Sewer Feasibility Study (Pursue funding in 2026 for future years work)
- Convene a planning committee for Clinton
- Airport Compatibility
- Development Regulations not related to density/housing including:
 - Shooting Ranges
 - Roosters
 - Outdoor storage of junk and junk vehicles
 - Major vs minor utility designations
 - Recreational lots
 - Signage
 - Low Impact Development / Stormwater
 - Zoning Code Interpretations (ZCIs)

Medium Term: 3-5 year timeline

- Housing Action Plan (affordable housing implementation as mandated by the Comp Plan)
- Cell Tower Code Update
- Clinton NMUGA Feasibility Study
- PBRS Program Evaluation
- Major Countywide Planning Policies Overhaul
- Ebey's Design Guidelines and Code Updates

Long Term: 5-10 year timeline

- 5 Year Housing Check-in (HB 1220 Mandate)
- Study open space level of service (LOS)
- Transfer of Development Rights (TDR) Program

Next Comprehensive Planning Cycle: 10-20 year timeline

- Camano Gateway Subarea Plan

Attachments:

- Draft 2026 PCD Work Plan & Docket

For more information, please contact:

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

DRAFT * 2026 Planning and Community Development Department Work Plan * DRAFT									
Updated on: 10/2/2025									
Project Title	Description	Staff Assignment	Quarters	Dept. Crossover	Status	Climate	Equity	Mandated	
Comprehensive Plan Update - Long Range Docket	Docketed Comprehensive Plan update. Work to include public workshops, surveys, and online public participation and engagement; goals and policy work sessions; and element updates.	EN/JL/EC/Jlanier/MP	Q1-Q4	All Departments	In Progress	Yes	Yes	Yes	
Comprehensive Plan Implementation -	Code updates, action plans, and public engagement following comp plan adoption.	EN/JL/EC/Jlanier/MP	Q1-Q4	Administration	Not Started	No	Yes	Yes	
Critical Areas Ordinance Update	Required within 12 months of comp plan adoption.	EN/EC/MP/MK/JL/Jlanier	Q1-Q4	DNR, Administration	Not Started	No	Yes	Yes	
Code Updates	Minor code updates	EN/JL/EC/Jlanier/MP	Q1-Q4	Administration	In Progress	Yes	Yes	No	
SmartGov Implementation	Coordinate with permitting departments on full implementation of SmartGov permitting software. Work towards full utilization of online public portal and implementation of all permits online, including land use permits.	JL/TP/JB/MK/MB	Q1-Q4	Public Works, Public Health	In Progress	Yes	Yes	No	
Fee Audit	Fee audit for updates - structural audit of fee schedule; assess missing or mis ordered fees. Participate in fee structure process with Budget.	JL/TP/JB/MK/MB	Q1-Q4	Budget, Public Works, Public Health	In Progress	No	No	No	