

**ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE  
NOVEMBER 13, 2024**

Those interested in attending the meeting virtually may use the following link:  
<https://zoom.us/j/95701446335?pwd=U2N4V1FXSVdiNDJLL1B2UXlDc3F2QT09>

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

**Meeting ID:** 957 0144 6335 **Passcode:** 969196

9:00 a.m.	Auditor
9:05 a.m.	Facilities
9:10 a.m.	<b>2025 Department Work Plans</b>

**NOON BREAK**

1:00 p.m.	County Administration – Code Updates
1:30 p.m.	Public Health
1:50 p.m.	Public Works
2:05 p.m.	Commissioners
2:10 p.m.	Planning and 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 6<sup>th</sup> Street, Coupeville, WA.

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

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

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

**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 AUDITOR

WORK SESSION AGENDA

MEETING DATE: 11/13/2024

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To: Jill Johnson, Chair  
Board of Island County Commissioners

From: Sheilah Crider, Auditor

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Amount of time requested for agenda discussion. 5 minutes

**DIVISION:** Not Applicable

**Agenda Item No.:** 1

**Subject:** Change and Petty Cash funds

**Description:** Authorizing certain petty cash, change, and revolving funds.

**Attachment:** Resolution C-57-24, Exhibit A

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

☒ Move to Consent

☐ Move to Regular

☐ None/Informational

☐ Schedule a Public Hearing

☐ Signature Request

☐ Other: \_\_\_\_\_

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

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

**IN THE MATTER OF AUTHORIZING }  
CERTAIN PETTY CASH, CHANGE, }  
AND REVOLVING FUNDS WITHIN }  
ISLAND COUNTY }**

**RESOLUTION C-57-24**

**WHEREAS**, the Island County Board of County Commissioners has, by resolutions duly adopted, established petty cash funds, change funds, and revolving funds for Funds and Departments under its jurisdiction over a period of many years, and

**WHEREAS**, the adoption of C-31-18 by the Board of Commissioners on March 20, 2018, reestablished Policies and Procedures with respect to Petty Cash Funds, and

**WHEREAS**, the Island County Auditor's Office has reviewed all authorized departmental petty cash, change, and revolving funds shown on Exhibit A and recommends each fund be authorized as shown,

**NOW, THEREFORE, BE IT RESOLVED** that the petty cash, change, and revolving funds shown on Exhibit A be authorized as shown.

**APPROVED** this 26th day of November 2024.

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

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

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

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

**ATTEST:**

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

# Exhibit A

## 2024 Petty Cash/Change Funds as of 10/31/2024

Office	Description	Type	Custodian	Approved per C-76-23	Increase (Decrease)	Approved Amount	Location
Assessor	Change	Cash	Amber Ludemann	30.00	-	30.00	Coupeville
	Change	Cash	David Guy	30.00		30.00	Coupeville
	Total Assessor:			60.00	-	60.00	
Auditor	Change - Recording	Cash	Mariah Knoblich	100.00	-	100.00	Coupeville
	Change - Recording	Cash	Amanda Nesheim	100.00	-	100.00	Coupeville
	Change - Recording	Cash	Terry Lacey	100.00	-	100.00	Coupeville
	Change - Recording	Cash	Candy O'Neal	100.00		100.00	Coupeville
	Change - Licensing	Cash	Mariah Knoblich	100.00	-	100.00	Coupeville
	Change - Licensing	Cash	Amanda Nesheim	100.00	-	100.00	Coupeville
	Change - Licensing	Cash	Terry Lacey	100.00	-	100.00	Coupeville
	Change - Licensing	Cash	Candy O'Neal	100.00		100.00	Coupeville
Total Auditor:				800.00	-	800.00	
GSA	Change - Camano Anr Cash		Brandi Smith	300.00		300.00	Camano
	Change - Camano Anr Petty Cash		Brandi Smith	200.00		200.00	Camano
Total GSA:				500.00	-	500.00	
Clerk	Change	Cash	Yolanda Loftin	100.00	-	100.00	Coupeville
	Change	Cash	Michelle Schisler	100.00	-	100.00	Coupeville
	Change	Cash	Kale Nole	100.00	-	100.00	Coupeville
	Change	Cash	Debra Van Pelt	100.00	-	100.00	Coupeville
	Change	Cash	Elsa Weller	100.00	-	100.00	Coupeville
	Change	Cash	Ethen Duvall	100.00		100.00	Coupeville
	Change	Cash	Jennifer Wallace	100.00		100.00	Coupeville
	Change	Cash	Naomi Froude	100.00		100.00	Coupeville
	Change	Cash	Bethany Bertram	100.00	-	100.00	Coupeville
	Change	Cash	Veronica Oxford	100.00	-	100.00	Coupeville
Total Clerk:				1,000.00	-	1,000.00	
District Court	Change	Cash	Norma Allain	300.00	-	300.00	Oak Harbor
	Change	Cash	Norma Allain	130.00		130.00	Oak Harbor
	Change	Cash	Norma Allain	130.00		130.00	Oak Harbor
Total District Court:				560.00	-	560.00	
Juvenile Court	Petty Cash	Cash	Maria Hazelo	50.00	-	50.00	Coupeville
Superior Court	Change	Cash	Christine Holbrook / Megan	250.00	-	250.00	Coupeville
			Frazier				
Prosecuting Attorney	Petty Cash	Checking	Kristin LeClerq	500.00	-	500.00	Coupeville
Total Prosecuting Attorney:				500.00	-	500.00	
Sheriff	Change	Cash	Imelda Veliz	50.00		50.00	Coupeville
	Change	Cash	Julie Rosenberg	50.00		50.00	Coupeville
	Change	Cash	Mary Kaye Weller	50.00		50.00	Coupeville
	Change	Cash	Thad McArthur	50.00		50.00	Coupeville
	Change	Cash	Bethany Wilcox	50.00		50.00	Coupeville
	Change	Cash	Lorene Norris (temp)	50.00		50.00	Coupeville
Total Sheriff:				300.00	-	300.00	
Treasurer	Petty Cash	Cash	Monica Felici	380.00	-	380.00	Coupeville
	Change	Cash	Mayta Quezon	160.00	-	160.00	Coupeville
	Change	Cash	Sandra Hines	160.00	-	160.00	Coupeville
	Change	Cash	Morgan Rhodes	300.00		300.00	Camano
Total Treasurer:				1,000.00	-	1,000.00	
TOTAL CURRENT EXPENSE FUND				5,020.00	-	5,020.00	



**Exhibit A**

Office	Description	Type	Custodian	Approved per C-76-23	Increase (Decrease)	Approved Amount	Location
Drug Fund	Petty Cash	Cash & Check	Lorene Norris	5,000.00	-	5,000.00	Coupeville
Auditor/Election Reserve	Change	Cash	Michele Reagan	50.00	-	50.00	Coupeville
Human Services	Petty Cash	Checking	Lynda Austin	500.00	-	500.00	Coupeville
	Petty Cash	Checking	Lynda Austin	500.00		500.00	Coupeville
	Petty Cash	Checking	Lynda Austin	500.00		500.00	Coupeville
			<b>Total Human Services</b>	<b>1,500.00</b>	<b>-</b>	<b>1,500.00</b>	
Public Health	Change	Cash	Lana Brammann	100.00		100.00	Coupeville
	Change	Cash	Kim Dailey	100.00		100.00	Coupeville
	Change	Cash	Jessica Rogers	100.00		100.00	Coupeville
	Change	Cash	Margie Binckley	30.00		30.00	Camano
	Petty Cash	Cash	Renee' Lohmann	100.00		100.00	Coupeville
	Change	Cash	Linda Hammer	20.00		20.00	Coupeville
			<b>Total Public Health</b>	<b>450.00</b>	<b>-</b>	<b>450.00</b>	
Road	Petty Cash	Checking	Markell Egelston	200.00	-	200.00	Coupeville
	Change	Cash	Bret Hughes	50.00		50.00	Coupeville
	Change	Cash	Cecelia Montague	50.00	-	50.00	Coupeville
	Change	Cash	Sarah Allbaugh	50.00	-	50.00	Coupeville
	Change	Cash	Samantha Nell	50.00	-	50.00	Coupeville
			<b>Total Road</b>	<b>400.00</b>	<b>-</b>	<b>400.00</b>	
Planning/Community Develop	Change	Cash	Kari Sanders	50.00		50.00	Coupeville
	Change	Cash	Jennifer Watson	50.00		50.00	Coupeville
	Change	Cash	Michelle Sanchez-Roman	50.00		50.00	Coupeville
	Change	Cash	Jennifer Bartholomew	50.00	-	50.00	Coupeville
	Change	Cash	Deanna Emergy	50.00		50.00	Camano
	Change	Cash	Hanna McBane	50.00		50.00	Camano
			<b>Total Planning/Community Development:</b>	<b>300.00</b>	<b>-</b>	<b>300.00</b>	
<b>TOTAL SPECIAL FUNDS</b>				<b>7,700.00</b>	<b>-</b>	<b>7,700.00</b>	
ER & R	Petty Cash	Checking	Amie Weatherford	500.00	-	500.00	Coupeville
Solid Waste	Change - Bayview	Cash - 3	Melissa Clark	500.00		500.00	Bayview
	Change - Bayview	Cash - 4	Gary Lester	500.00		500.00	Bayview
	Change - Bayview	Cash - 6	Gynon Nash (temp)	500.00		500.00	Bayview
	Change - Bayview	Cash - 7	Deanna Neal	500.00		500.00	Bayview
	Change - Bayview	Cash - 9	Tina Melum	500.00		500.00	Bayview
	Change - Bayview	Cash - 11	Holly Boyer	300.00		300.00	Bayview
	Change - Bayview	Cash - 12	Mindy Bordignon	700.00		700.00	Bayview
	Change - Bayview	Cash - 14	Jeffery Myers	500.00		500.00	Bayview
	Change - Coupeville	Cash - 1	Nancy Holbrook	800.00		800.00	Coupeville
	Change - Coupeville	Cash - 2	Mindy Bordignon	600.00		600.00	Coupeville
	Change - Coupeville	Cash - 3	Melissa Clark	600.00		600.00	Coupeville
	Change - Coupeville	Cash - 4	Gary Lester	600.00		600.00	Coupeville
	Change - Coupeville	Cash - 5	Holly Boyer	600.00		600.00	Coupeville
	Change - Coupeville	Cash - 6	Gynon Nash (temp)	600.00		600.00	Coupeville
	Change - Coupeville	Cash - 8	Deanna Neal	600.00		600.00	Coupeville
	Change - Coupeville	Cash - 10	Tina Melum	600.00		600.00	Coupeville
	Change - Coupeville	Cash - 14	Jeffery Myers	600.00		600.00	Coupeville
	Change - Oak Harbor	Cash - 3	Melissa Clark	500.00		500.00	Oak Harbor
	Change - Oak Harbor	Cash - 4	Gary Lester	500.00		500.00	Oak Harbor
	Change - Oak Harbor	Cash - 7	Deanna Neal	500.00		500.00	Oak Harbor
	Change - Oak Harbor	Cash - 9	Tina Melum	500.00		500.00	Oak Harbor
	Change - Oak Harbor	Cash - 11	Holly Boyer	700.00		700.00	Oak Harbor
	Change - Oak Harbor	Cash - 14	Jeffery Myers	500.00		500.00	Oak Harbor

# Exhibit A

Office	Description	Type	Custodian	Approved per C-76-23	Increase (Decrease)	Approved Amount	Location
	Change - Oak Harbor	Cash - 24	Mindy Bordignon	-	200.00	200.00	Oak Harbor
	Change - Oak Harbor	Cash - 25	Gynon Nash (temp)	500.00		500.00	Oak Harbor
	Change - Camano	Cash - 15	Cynthia Watson	600.00		600.00	Camano
	Change - Camano	Cash - 16	Aaron Olson	600.00		600.00	Camano
	Change - Camano	Cash - 17	Andrew Macoleni	600.00		600.00	Camano
	Change - Camano	Cash - 18	Doug Edwards	600.00		600.00	Camano
	Change - Camano	Cash - 19	John Eskola	600.00		600.00	Camano
	Change - Camano	Cash - 20	Laurie Helland	600.00		600.00	Camano
	Petty Cash	Cash	Empty	200.00	(200.00)	-	Coupeville
	Petty Cash	Cash	Lyn Little	100.00		100.00	Coupeville
	Total Solid Waste:			17,200.00	-	17,200.00	
TOTAL ALL FUNDS				\$ 30,420.00	\$ -	\$ 30,420.00	



**ISLAND COUNTY FACILITIES**

**WORK SESSION AGENDA**

**MEETING DATE: 11/13/2024**

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

**From: Ryan Beach, Director**

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**Amount of time requested for agenda discussion. 5 minutes**

**DIVISION: Not Applicable**

**Agenda Item No.: 1**

**Subject: Contract 24-013 with BCRA, Inc. in the amount of \$92,827.00**

**Description:** Provide design services to expand the existing Ituha stabilization center by 6 treatment beds. This includes design services from schematic design through construction administration.

**Attachment: Conditions of Agreement with BCRA, Inc.**

**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

Project: Island County Ituha Stabilization Center Addition  
Project No. Facilities Management – 24-13

#### AGREEMENT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT ("hereinafter Agreement") is made and entered into by and between Island County ("Owner"), and BCRA, Inc. ("Architect" and/or "A/E"), whose address is- 2106 Pacific Avenue, Suite 300, Tacoma, WA 98402. Owner and Architect may hereinafter be referred to as "Parties." This Agreement shall be effective on the last date set forth on the signature page and expire December 31, 2026.

Owner intends to design and construct the Island County Stabilization Center located in Oak Harbor hereinafter referred to as the "Project," with a Maximum Allowable Construction Cost ("MACC"), as defined in Article V of Conditions of the Agreement, ~~of \_\_\_\_\_ to be determined at a future date. (\$ \_\_\_\_\_);~~

Owner and Architect in consideration of the mutual promises set forth hereinafter, agree as follows:

The Agreement consists of this form (Pages 1-3), the Conditions of the Agreement, (Pages 4-20) and the following Attachments:

Attachment A: ~~Document/Deliverable Requirements~~  
Attachment B: ~~Architect's Personnel~~  
Attachment C: ~~Review Comment Resolution Form~~  
Attachment D: ~~Drafting standards for CAD, BIM & PDF~~  
Attachment E: ~~Post Agreement Checklist~~  
Attachment F: ~~Sample Invoice and Application for Payment~~  
Attachment G: BCRA Scope & Fee proposal

Architect shall provide professional services for the Project as described in the Conditions of the Agreement.

Owner shall compensate Architect for Architect's services during the several contract phases, with provisions for any Additional Services and Reimbursable Expenses, subject to the provisions in the Conditions of the Agreement for defining services or determining compensation.

Owner will be conducting a written evaluation of Architect's services on this Project. Architect will be given a copy of the evaluation report and will have an opportunity to provide a written response. The evaluation and the response will be kept in Owner's files, to be used as part of the selection process for future architectural services.

#### COMPENSATION FOR BASIC AND ADDITIONAL SERVICES

The performance of, and payment for, Basic Services is divided into Parts I, II, III, IV, V and VI as described below.

The total compensation for Basic Services shall be an amount equal to ~~\$92,827.00 for Part I only. Future phases will be added to this contract through a negotiated Amendment. Tentative future phase fees are shown in Attachment A for reference only. See Article VI for how compensation for this project will be calculated, the sum of 8.85% of the Maximum Allowable Construction Cost (for Part I through Part VI services) as set forth on Page 1 of this Agreement.~~

~~If at any time the MACC is changed by amendment to this Agreement, the Basic Services Fee shall be adjusted as appropriate, however, no fee adjustment shall be made for phases already completed at the time any such amendment is effective. Progress Payments for Basic Services in each phase shall not exceed the following percentages of the total Basic Services Fee Compensation:-~~

Part I	Schematic Design Phase
Part II	Design Development Phase
Part III	Construction Documents Phase
Part IV	Bidding Phase
Part V	Construction Phase

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Part VI	Project Closeout Phase
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Phase I is scheduled to start upon execution of this Agreement, on or about December 1, 2024, whose duration will be 6 weeks from start date. The schedule for Parts II-VI will be determined in an Amendment to this agreement.

Projected Design Schedule			
Part I Schematic Design			
Part II Design Development			
Part III Construction Documents			
Construction Administration			

Owner may authorize the performance of Additional Services by Architect beyond those identified and included in this agreement when deemed necessary by Owner. Those Additional Services shall be individually authorized in writing by Owner prior to performance. The parties agree that such authorization by the Owner will constitute an amendment to this Agreement, unless, within 14 calendar days from the date of the Additional Services authorization, the Architect submits a written objection to the Owner. Performance of and payment for Additional Services shall be in accordance with Articles III, VII and Attachment A.G.

Reimbursable Expenses are in addition to the Basic Services Compensation or compensation for Additional Services, and are described in Article III. Reimbursable expenses shall be paid by Owner in accordance with Article VII.

The Owner shall not pay the Architect more than the total dollar amount authorized in this Agreement, any amendments to the Agreement, and any Additional Service or Reimbursable authorizations. Upon receipt by the Owner of the Architect's invoice that the Owner determines to be the Architect's final invoice for all work authorized and performed, the Owner shall notify the Architect in writing that no further payment will be made to the Architect, unless the Architect submits a valid invoice requesting additional payment for authorized work within 30 calendar days of receipt of such letter. If the Owner does not receive any such invoice from the Architect within the 30 day period, the Owner shall administratively close this Agreement, the Architect's rights to any further payment under this Agreement shall be terminated, and the Owner shall make no further payments to the Architect.

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IN WITNESS WHEREOF: The Parties hereto have executed this Agreement by having their authorized representative affix their signatures below.

**OWNER:**

ISLAND COUNTY

Signature: \_\_\_\_\_  
Jill Johnson, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

**ARCHITECT**

BCRA, Inc.

Signature: \_\_\_\_\_  
Name & Title

Date: \_\_\_\_\_

**ATTEST:**

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

**ISLAND COUNTY**  
**CONDITIONS OF THE AGREEMENT**

**Table of Articles**

I. OWNER'S RESPONSIBILITIES	VII. COMPENSATION FOR ADDITIONAL SERVICES AND REIMBURSABLES
II. BASIC SERVICES OF A/E	
III. ADDITIONAL SERVICES AND REIMBURSABLES	VIII. COMPENSATION FOR CHANGES DURING CONSTRUCTION
IV. A/E'S ESTIMATE OF CONSTRUCTION COST	
V. DEFINITIONS FOR BASIS OF  COMPENSATION	IX. TERMINATION
VI. COMPENSATION FOR BASIC SERVICES	X. GENERAL REQUIREMENTS
	XI. QUALITY ASSURANCE
	XII. GLOSSARY

**ARTICLE I - OWNER'S RESPONSIBILITIES**

- A. Owner shall designate in writing a representative authorized to act on its behalf with respect to this Agreement.
- B. Before any work is to begin under the terms of this Agreement, Owner shall issue A/E a written Authorization to Proceed. Any work performed by A/E prior to receipt of the Authorization to Proceed shall be performed at A/E's risk.
- C. Owner shall consult with A/E regarding the general and specific requirements for the Project and shall furnish A/E a copy of Owner's Project guidelines, including functional requirements, technical requirements, site requirements, sustainable design requirements, and any other conditions peculiar to the Project that may affect the design, location, schedule, or cost.
- D. Owner may incorporate into the Project documents, drawings, and specifications provided by consultants retained directly by Owner. In such cases, authorship of such Contract Documents will be clearly identified.
- E. Owner shall furnish required information, approvals and services as expeditiously as necessary for the orderly progress of the Work. A/E shall promptly notify Owner in writing in the event orderly progress of the Work is disrupted by failure of Owner to provide such information, approvals or services, and the Project Schedule shall be adjusted as mutually agreed.
- F. When the Construction Cost Estimates or the lowest responsive, responsible bids differ from the MACC, Owner shall cooperate with A/E in making necessary program, design alternatives and budget decisions to reconcile the differences.
- G. Owner shall reimburse the A/E for or shall separately furnish, if reasonably required for the Project and requested by A/E, a land survey of the site, prepared by a registered land surveyor. The survey shall indicate applicable grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site. The survey shall also indicate locations, dimensions, and data pertaining to existing buildings, other improvements and trees, and information concerning location of service and utility lines, both public and private, above and below grade, including inverts and depths as indicated by available records. The survey shall be referenced to a Project benchmark.

- H. Owner shall arrange and pay for the required advertisements for bid and other legal notices.
- I. Owner shall reimburse the A/E for or shall separately furnish the services of a geotechnical engineer or other similar consultant necessary for determining soil, subsoil, and air or water conditions if such services are reasonably required by the Project. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, and other necessary operations for determining soil, subsoil, air, or water conditions.
- J. Owner shall furnish other applicable testing services if reasonably required for the Project.
- K. The A/E may reasonably rely upon the accuracy and completeness of Owner furnished services, information, surveys and reports required by Article I.
- L. Owner will assist the A/E in coordinating the Project with all Agencies Having Jurisdiction (AHJ) and pay for all required AHJ fees.
- M. Owner shall provide information for the Project, including a program that shall set forth Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- N. Owner shall establish and update an overall budget for the Project, including the construction cost, Owner's other costs, and reasonable contingencies related to all of these costs.

## **ARTICLE II - BASIC SERVICES OF A/E**

### **A. General Items**

- 1. A/E shall exercise that degree of care, diligence, skill and judgment in the rendition of all services under this Agreement that is normally exercised by A/E's performing work for projects of a size, scope and complexity similar to this Project.
- 2. A/E acknowledges the relationship of trust and confidence established between A/E and Owner by this Agreement. Accordingly, A/E's acts shall be consistent with this relationship. A/E shall further the interest of Owner through appropriate administration, management and design.
- 3. Prior to the start of Schematic Design, A/E shall prepare for Owner's approval a written schedule for performance of A/E's services for the Project. The schedule shall be in the form and level of detail required by Owner. A/E shall periodically reevaluate the established schedule and promptly notify Owner in writing of any actual or anticipated deviation of A/E's services from the schedule. Any adjustments to the established time schedule shall be allowed only when approved in writing by Owner. A/E shall provide revised time schedules when so approved. Failure to meet the agreed upon schedule may be grounds for termination of the Agreement, except where schedule changes are due to items reasonably outside the control of A/E.
- 4. A/E shall design the Project in accordance with applicable federal, state and local laws, including statutes, ordinances, codes, orders, rules and regulations and the requirements for environmental documents prepared under the State Environmental Policy Act (SEPA). Review and approval of documents by Owner does not relieve the A/E from the responsibility to conform to the requirements of the program or applicable laws, statutes, ordinances, codes, rules or regulations.
- 5. A/E shall ascertain and coordinate the general requirements of all Agencies Having Jurisdiction (AHJs).
- 6. A/E shall review information provided by consultants retained directly by Owner and shall coordinate the work of such consultants with A/E's work into an overall set of consistent drawings, specifications and other Contract Documents.

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7. A/E shall, in a timely manner, designate and appoint sub-consultants after conferring with Owner. A/E shall not appoint any Sub-consultant to which Owner has a reasonable objection. A/E shall incorporate the provisions of this Agreement, the Scope of Work and the requirements of the Project into the contracts with Sub-consultants. Upon Owner request, A/E shall furnish a copy of the sub-consultants contract(s), to Owner. A/E shall ~~complete and provide Attachment B of this agreement within thirty (30) days following execution of this Agreement~~ listing all Sub-consultant firms the A/E intends to use and the anticipated dollar value of participation ~~in Attachment A~~.
8. A/E and sub-consultants shall ascertain from Owner the general and specific requirements for the Project including functional requirements, technical requirements, site requirements, sustainable design requirements, and shall ascertain any other conditions peculiar to the Project that may affect the design, location, schedule, or cost. A/E shall visit the site and observe existing site and facility conditions to confirm the adequacy of existing documentation and shall notify Owner of any apparent deficiencies in the documents provided.
9. A/E shall provide to Owner ~~three (3) copies of Project documents per Attachment A upon completion of each of the Schematic Design, Design Development, and Construction Document phases~~. Project documents shall be in a form and style suitable for presentation, review, and reproduction. If requested by Owner, A/E shall furnish additional copies and be reimbursed for them in accordance with Articles III and VII of this Agreement.
10. A/E shall prepare, provide and submit documents, and otherwise assist Owner in making application for obtaining a building permit and other permits or approvals normally required for projects similar to this Project in size, scope and complexity. Upon application for such permits, A/E shall reply to all inquiries from governing agencies, shall make any necessary or appropriate changes to the Contract Documents approved by Owner, and assist Owner in expediting the issuance of all such permits or approvals. A/E shall keep Owner advised of all developments related to issuance of the permits, promptly provide Owner with copies of permit or approval related documents, and shall monitor the progress of the permit review for consistency with the time schedule established for the Project.
11. A/E shall meet with Owner as reasonably requested at a location designated by Owner, to ensure that the developing design is meeting Owner's requirements, and shall conduct presentations of the Project to such review groups as may reasonably be required to secure necessary approvals from Owner. Minutes of the meetings will be prepared by A/E and distributed to attendees.
12. A/E shall provide the necessary time to allow for the Owners review process.
13. A/E's key personnel and Sub-consultants designated for this Project shall remain assigned for the duration of the Project unless otherwise agreed to in writing by Owner. Owner shall not unreasonably withhold approval of staff changes. Owner may require substitution of any personnel or Sub-consultant provided that Owner has first notified A/E in writing and allowed a reasonable period for adjustments and/or corrections.
14. Through the design process, A/E shall assist Owner with analyzing the Project scope, design alternatives, schedule and budget options to keep the Project within the MACC. If the Construction Cost Estimate exceeds the MACC, A/E shall analyze design alternatives and submit cost saving options for Owner's consideration.

**B. Design Development, Construction Documents Phase, Bidding Phase, Construction Phase and Construction Completion**

- ~~1. These phases are not a part of this Agreement until an Amendment is negotiated and approved by both parties.~~
- ~~1. Upon written authorization to proceed from Owner, A/E shall prepare, based upon the approved Design Development documents, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the scope of the Project. Such documents shall describe materials, standards of workmanship, finishes, equipment and the conditions affecting the Work required to be performed in all divisions of the construction work and comply with the requirements of Attachment A, Document Requirements. A checklist based on Attachment A shall be submitted with the Construction Document review sets noting any exceptions or omissions to the requirements of Attachment A.~~
- ~~2. In preparing the Construction Documents, A/E shall, in consultation with Owner, prepare the necessary bidding information, bidding forms, and the project manual, which shall include Owner's General Conditions of the~~

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Contract, Supplemental Conditions, instructions to bidders, and prevailing wage rates as furnished by Owner, and ensure that the subsequent divisions of the Construction Documents are consistent therewith.

3. All original drawings for the project shall be prepared utilizing computer aided drafting and plotting means. All information on drawings shall be clearly legible when reduced to half size.
4. All construction drawings shall be in accordance with Owner's CAD standards outlined in Attachment D and Owner's design guidelines. Electronic copies of all CAD files of the Construction Document drawings shall be provided to Owner in their native digital format.
5. A/E shall conduct a detailed intra and interdisciplinary document check in accordance with the Quality Assurance requirements set forth in Article XI of this Agreement. This document check and the resulting corrections must be completed for Owner's review prior to printing of the Construction Documents. A/E shall submit to Owner documentation confirming that the document check has been completed.
6. a) A/E shall prepare a detailed Construction Cost Estimate, including an updated Project Schedule, based on the completed Construction Documents. The final detailed Construction Cost Estimate shall include an itemization of costs for each additive or deductive alternate proposed.  
  
b) A/E shall propose and prepare bid alternates to provide reasonable assurance that Owner will be able to award a Construction Contract that does not exceed the MACC. Only Work and items approved by Owner shall be included in the bid alternate category. The number of alternates shall be kept to a minimum. The total of the estimates for base bid(s) and all additive bid alternates shall not exceed the MACC, unless approved prior to bidding by the Owner.  
  
c) A/E shall prepare and submit to Owner a list of required Contractor submittals that the A/E recommends be included in the Construction Contract for review and approval.  
  
d) A/E shall submit to Owner three (3) sets of prints of the completed construction drawings, three (3) copies of the specifications, and two (2) copies of the structural, mechanical and electrical calculations. Review or approval of the drawings, specifications and calculations and other Construction Documents by Owner shall not relieve A/E of any responsibility for their completeness and accuracy.  
  
e) Plan Review approvals from all Authorities Having Jurisdiction shall be secured prior to issuance of the bid advertisement, unless approved in advance by the Owner.
7. A/E shall secure Owner's written approval of the Drawings and Specifications, the final Construction Cost Estimate, and any and all bid alternates. In the event that the Construction Cost Estimate exceeds the MACC, the A/E shall present design options to the Owner for the purpose of reducing the construction cost to within the MACC and the construction documents shall be modified.

### **C. Bidding Phase**

1. When authorized by Owner to proceed to the Bidding Phase, A/E shall be responsible to issue Bid Documents to bidders and plan centers, maintain a plan holders list, and keep the Owner informed. Printing and distribution of Bid Documents is a reimbursable expense, unless the Owner elects to distribute Bid Documents otherwise.
2. The A/E shall conduct and provide meeting minutes for the Pre-bid Conference, prepare and issue addenda, attend the bid opening when requested by Owner, and generally assist Owner in managing the bid process.
3. If requested, A/E shall assist Owner in evaluation of the bids.
4. a) In the event the lowest responsive bid submitted by a responsible bidder satisfactory to Owner for the construction of the Project pursuant to the approved drawings and specifications for the Project exceeds the MACC, the Owner shall select a course of action from one of the following options:

1. ~~Give written approval of an increase in the MACC and award Construction Contract;~~
2. ~~Negotiate the Construction Contract (according to RCW 39.04.015);~~
3. ~~Suspend, terminate, or delay the Project; or~~
4. ~~Authorize rebidding. A/E shall revise the drawings and specifications as may be required to bring the Project within the MACC. The Owner shall cooperate with the A/E in making necessary decisions.~~

The modification of such documents shall be the limit of the A/E's responsibility under Paragraph E.4.a). A/E shall, as a reimbursable, be responsible to provide and distribute Bid Documents for printing and distribution ~~for rebidding.~~

#### **D. Construction Phase**

1. ~~Upon award of the Construction Contract and the Owner's notice to proceed, A/E shall provide construction phase services.~~
2. ~~A/E shall participate with Owner in the Preconstruction Conference with Contractor. A/E shall record and distribute minutes of the conference and issue any clarifications or other documentation to document the proceeding.~~
3. ~~During the progress of construction, the A/E shall perform services including:~~
  - a) ~~Consult with the Owner during the Construction Phase. Instructions to the Contractor shall be communicated by the A/E. The A/E shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified in writing by the Owner.~~
  - b) ~~Render interpretations of the requirements of the Contract Documents necessary for the proper execution or progress of the Work promptly so as not to cause a delay in the Work.~~
  - c) ~~Provide to Owner copies of all written communications that A/E provides to Contractor, at the same time such communication is provided to Contractor.~~
  - d) ~~Verify general conformance with the Contract Documents, review, approve or otherwise take appropriate action upon Contractor's submittals, including field questions, shop drawings and submittals of materials, equipment, tests and inspections. A/E's action shall be taken promptly so as to cause no delay in the Work. Review of such submittals is not for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by Contractor. A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component.~~
  - e) ~~Prepare necessary documents for changes in the Work including revision drawings, cost estimates and reasons for change, and secure, analyze in detail and recommend disposition of proposals from Contractor. If requested, A/E shall attend Owner's meetings convened for purpose of reviewing proposed changes in the Work.~~
  - f) ~~Determine and certify the amount owing to Contractor, based on A/E's observations and evaluation of Contractor's Application for Payment. A/E's certification for payment shall constitute a representation by A/E to Owner, based on A/E's observations at the site, review of Contractor's record drawings, review of Contractor's progress schedule(s) and a review of the data comprising Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of A/E's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents and any specific qualifications stated in the Application and Certification for Payment; and that Contractor is entitled to payment in the amount requested. By certifying an Application for Payment, A/E shall not be deemed to~~

~~represent that any examination has been made to ascertain how and for what purpose Contractor has used the moneys paid on account of the contract sum.~~

~~g) Obtain and review Contractor's progress schedules at least once per month for conformance with the Construction Documents, and promptly notify Owner and Contractor of deviations and noncompliance.~~

~~h) Visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work when completed will be in general conformance with the Contract Documents. A/E shall require its sub-consultants to conduct site observation visits as required to adequately observe the work they designed for general conformance with the Contract Documents. For each site visit, A/E shall prepare a site observation report for Owner.~~

~~i) Conduct on-site Project progress meetings once per week or as stipulated in the Agreement. A/E shall require its sub-consultants attend progress meetings as mutually agreed by Owner and A/E. A/E shall keep Project meeting minutes, and transmit copies to Owner and Contractor as soon as possible but in no event later than one day prior to the next weekly meeting.~~

~~j) The A/E shall select finish materials and colors and prepare color schedules for items included in the Construction Contract for the Owner's approval.~~

~~4. A/E shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and except as otherwise provided in this Agreement, shall not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents.~~

~~5. A/E shall at all times endeavor to discover and guard Owner against defects and deficiencies in the Work of Contractor, but it is understood that A/E does not guarantee the performance of Contractor. A/E shall promptly advise Owner and Contractor of Work which does not conform to the Contract Documents.~~

~~6. Whenever A/E considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, A/E shall advise Owner of the need for special inspection or testing of any Work. Subject to the prior approval of Owner, A/E may authorize such special testing or inspection in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.~~

~~7. A/E shall have authority to reject Work that does not conform to the Contract Documents. A/E shall recommend to the Owner that the Contractor be directed to stop work when such stoppage may, in A/E's reasonable opinion, be necessary to ensure the proper execution of the Work.~~

#### **E. Construction Completion Phase**

~~1. A/E shall conduct pre-final site observation and prepare check lists of corrective items, make final site observations by all disciplines, including one re-inspection, recommend the date or dates of Substantial Completion and recommend acceptance of the Project to Owner.~~

~~2. A/E shall obtain, review, approve and deliver to Owner written guarantees, manuals and instructions from Contractor as required by the Construction Documents upon completion of construction and prior to recommending acceptance of the Project to the Owner.~~

~~3. Within 45 days of receipt from the Contractor, the A/E shall review the Project field record drawings and specifications from the Contractor for clarity and completeness. A/E shall provide reviewed Contractor's set to the Owner. As an additional service, the A/E shall modify the original Construction Drawings and Specifications to conform to the Project record drawings and specifications provided by the Contractor at completion of construction, in accordance with Article III.~~

~~4. Upon Owner's request during the warranty period set forth in the Construction Contract, A/E shall assist Owner in identifying defects in the Project, determine corrective measures, provide observation of the Project and assist Owner in implementing corrective measures.~~

### **ARTICLE III - ADDITIONAL SERVICES AND REIMBURSABLES**

**A.** The services described in this Article III are not included in Basic Services unless so identified elsewhere in this Agreement and shall be paid for as provided in Article VII. However, Owner has no obligation to pay A/E for Additional Services performed by A/E prior to receipt of Owner's authorization for such services. Owner reserves the right to employ other means to accomplish said services.

**B.** Owner shall pay for the following Additional Services performed, furnished or incurred by A/E, provided that A/E is not obligated to perform, furnish or incur such services as a part of A/E's Basic Services.

1. Making or assisting in making planning surveys and special analyses of Owner's needs and requirements for the Project or preparing or assisting in the preparation of Owner's program.
2. Providing additional on-site Project representation of A/E beyond the extent to which such representation is already provided for in Article II, Basic Services of the A/E.
3. Providing consultation or contract administration for the replacement of any Work damaged by fire, accidental or natural causes during construction, provided that such damage was not caused by the fault or negligence of A/E; providing professional services or arranging for the Work to proceed should Contractor default in the performance of the Construction Contract or become delinquent or insolvent.
4. Providing specialized, detailed, complex design, or services of special consultants which exceeds the Basic Services such as:

Energy Life Cycle Cost Analysis  
Thermal Scans Acoustical  
Hazardous Material Consultant  
Communications Consultant  
Geotechnical Investigation  
Site Survey  
Indoor Air Quality  
Elevator  
Security  
Audio Visual

Specialized Lighting Consultant  
Making Public Presentations  
Hospital/Laboratory Consultant  
HVAC Balancing Interior  
Design Consultant Kitchen  
Landscape Consultant  
Civil Engineering Testing  
Graphics  
Civil Engineering beyond Basic Services

5. Providing consulting services for Owner-supplied equipment or components to be incorporated into the Construction Contract.
6. Providing design services relative to future facilities, systems and equipment that were not defined in the initial program and/or not incorporated into the Construction Contract.
7. Providing detailed evaluations of existing facilities, and surveys or inventories required in connection with work not intended to be constructed as part of the Project.
8. Providing assistance in design and implementation of formal commissioning or training pertaining to the utilization of equipment or system(s).
9. Providing services after issuance to Owner of the final Certificate for Payment, except as in Article II. G. 4.

10. Preparing to serve or serving as an expert witness in connection with any arbitration or other legal proceeding provided that such proceeding is not caused or contributed to by the actions of A/E.
11. Making measured drawings of existing construction when required for planning additions or alterations thereto.
12. Revising drawings or specifications previously approved by Owner when such revisions are due to changes in Project scope, program changes, changes required by the enactment of revisions to codes, laws, or regulations subsequent to the preparation of such documents, or other changes directed by Owner that are not normally made as a part of the Schematic or Design Development phases.
13. Providing services for securing separate bids and for additional contract administration if the Owner requests that the construction work be divided in a manner that increases the A/E contract administration effort or if Owner requests separate bid packages.
14. Providing brochures, special graphic presentations, or detailed professionally-built architectural models beyond those required to comply with Article II.
15. Preparing the Project for temporary suspension by Owner or recommencement of the Project after any suspension period, provided that any temporary suspension of the Project is first affirmed in writing by Owner and is not caused by actions of A/E.
16. Preparing of bid alternates drawn or specified by A/E, providing the bid alternates were drawn or specified at the written request of Owner, and are not for the purpose of conforming to the estimated Maximum Allowable Construction Cost.
17. Preparing of documents for and participation in the process for obtaining special permits or zoning approvals such as Master Use Permit, Conditional Use Permit, SEPA Environmental Checklist, Shorelines Substantial Development Permit, or preparing an Environmental Impact Statement unless otherwise provided in this Agreement.
18. Participation in a formal partnering process.
19. Providing services during the construction phase in connection with changes in the work. Services performed in connection with changes due to an error or omission of A/E will not be compensated as Additional Services. (See Article VIII regarding compensation for changes during construction).
20. Coordination between the Work of this Project and other related projects for which Owner has agreements with other consultants and/or contractors.
21. Providing services for participation in Value Engineering or Constructability Review processes requested by Owner and conducted by Owner's separate consultant, which goes beyond normal written review and comment on Value Engineering and Constructability Review reports. Incorporating Constructability Review comments that clarify Construction Documents without changing the scope of work is not an additional service.
22. Providing services for registration, documentation, and associated services required for sustainable design Project certification with the US Green Building Council Leadership in Energy and Environmental Design (LEED)<sup>®</sup> or equivalent process.
23. Providing a preconstruction presentation of the Project design to Owner representatives beyond such services already provided for in Article II, Basic Services of the A/E.
24. Modifying the original Construction Documents to conform to the Project field record drawings and specifications provided by the Contractor at completion of construction. The record drawings and specifications shall be completed by the A/E and submitted to the Owner within 60 days of the A/E's receipt of the Project field record

drawings from the Contractor. The submittal shall be in an electronic format acceptable to the Owner, one full-size set of scalable drawings on approved bond paper and one complete copy of the record specifications. The documents shall be marked as Project Record Drawings and Specifications.

25. Providing a list and complete matrix of tests and inspections required for the Project in a format approved by the Owner.

~~C. In the event the Construction period up to substantial completion exceeds the time stipulated in the Construction Contract including change order extensions, A/E shall continue administration of the Construction Contract and be entitled to Additional Services compensation for the construction time extension occurring through no fault or neglect of A/E. Construction completion phase services (Article II G) will not be compensated as Additional Services.~~

~~D.C.~~ Owner shall pay for the following Reimbursable expenses incurred by A/E, provided that A/E is not obligated to incur such expenses as a part of Basic Services. Owner will pay A/E an additional 10% of authorized reimbursable expenses as a handling fee.

1. Providing additional copies of drawings, specifications, studies, reports, Contract Documents, correspondence and/or papers received or issued by A/E as requested by Owner.
2. Providing printing and distribution of Bid Documents.
3. Providing special test equipment required to accomplish A/E services which is to become property of the Owner.
4. Travel will be reimbursed at the current Federal mileage rate and reimbursed only on documented project mileage exceeding 50 miles of one-way travel.

#### **ARTICLE IV - A/E'S ESTIMATES OF CONSTRUCTION COST**

A. ~~Construction Cost will be prepared by others as a subconsultant of the A/E.~~ A/E does not guarantee any estimate of the construction cost prepared by ~~A/E the independent estimator~~ nor assume responsibility for predicting cost fluctuations due to economic or market conditions or a shortage of bidders on the Project. However, the estimate shall represent ~~the estimator's best-A/E's~~ judgment as a design professional familiar with the construction industry of the cost Owner should expect to pay for the construction, not including State of Washington Sales Tax, Owner's Project contingency funds, consultant services compensation, or other items in Owner's Project budget. A/E shall notify Owner in writing at any time the estimated cost of construction is expected to exceed the MACC. A/E's written notification shall include a detailed explanation ~~by the independent estimator~~ and shall provide suggestions for reducing the estimated cost so that it does not exceed the MACC. The Owner agrees to cooperate with the A/E and permit reasonable and necessary revisions or reductions to the scope of the Project. The A/E agrees to revise the Drawings and Specifications as necessary at no additional expense to the Owner, if so requested by the Owner, in order to bring the estimated cost within the MACC.

B. ~~A/E's e~~Estimates at each phase shall correlate with the drawings and specifications and shall have sufficient detail and clarity required for Owner's review. A review by Owner shall not relieve A/E's ~~independent estimator~~ of any responsibility for the completeness, quality, and accuracy of the estimates.

#### **ARTICLE V – DEFINITIONS FOR CONSTRUCTION COST AND CONTRACT AWARD FOR BASIS OF COMPENSATION**

A. **Maximum Allowable Construction Cost (MACC) Defined.** The MACC for this Project is the amount specified in the Agreement, and is the total sum allocated by Owner for Construction of the Project, not including State of Washington Sales Tax, A/E compensation, or other items in Owner's Project budget such as contingencies, administrative costs, furniture or equipment purchased outside the Construction Contract.

B. **Construction Contract Award Defined.** The Construction Contract Award is the actual dollar amount of the Construction Contract at the time the Construction Contract is awarded by Owner to Contractor.

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#### **ARTICLE VI - COMPENSATION FOR BASIC SERVICES**

- ~~A. The fee for Basic Services is based on a percentage of the MACC. The MACC, for the purpose of calculating the fee for Basic Services, is not adjusted at the time of the Construction Contract Award; a stipulated sum agreed upon by Owner. If at any time the MACC and/or percentage is scope of work is changed by amendment to the A/E Agreement, the Basic Service Fee shall be adjusted as appropriate. No fee adjustment shall be made for phases already completed.~~
- B. Owner shall make payment for A/E services monthly. The payments shall be in proportion to the progress of A/E's work. Final payment for each phase shall become due and payable upon completion and written approval by Owner of that phase of A/E's work.**
- C. Owner shall make no deduction from A/E's compensation on account of penalties, liquidated damages or other sums withheld from Contractor(s) through no fault of A/E.**
- D. A/E shall submit requests for payment monthly on forms provided and in a manner prescribed by Owner. A/E shall demonstrate to Owner that sufficient progress has been made to support the invoice amount. Owner shall make payment within 30 days of presentation of a properly prepared invoice.**
- E. A/E shall pay each Sub-consultant upon receipt of payment from Owner. Failure of the A/E to make payments to Sub-consultants may be considered non-performance and cause for termination.**

~~F. Owner shall make payment for Construction Completion Phase services upon approved completion of the requirements set forth in subsections H, G, 1, 2, and 3.~~

#### **ARTICLE VII - COMPENSATION FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES**

- A. Unless otherwise agreed in writing by Owner, A/E shall be paid for authorized Additional Services and Reimbursable Expenses either on the basis of a stipulated sum agreed upon with Owner, or on the rates and unit costs set forth in Attachment AG of this Agreement.**
- B. Owner shall make payments monthly for authorized Additional Services and Reimbursable Expenses, within 30 days of presentation of a properly prepared A/E's invoice.**
- C. When requesting payment for Additional Services or Reimbursable Expenses, A/E shall submit an itemized billing showing unit cost and quantity of each item billed, and referencing the specific authorizing document.**

#### **ARTICLE VIII - COMPENSATION FOR CHANGES DURING CONSTRUCTION**

~~A. The method of arriving at the compensation to be paid for the A/E's work required by authorized changes to the Construction Contract shall be as follows:~~

- ~~1. If the authorized change is an item of work added to the Construction Contract reflected by an additive cost in a Change Order; the compensation shall be calculated by 0 to 100% of basic fee percentage, times the cost of the additive item of work, as mutually agreed upon between Owner and A/E.~~
- ~~2. If the authorized change is an item of work deleted from the Construction Contract, reflected by a deductive cost in a Change Order; the compensation shall result in no addition or deduction from the compensation for Basic Services.~~
- ~~3. If the authorized change is an Owner-requested modification to the work that is designed by A/E but not included in the Construction Contract; the compensation shall be calculated by 0 to 71% of the basic fee percentage, times the cost of the additive item of work, as mutually agreed between Owner and A/E.~~
- ~~4. If the authorized change is an item of work that is designed by A/E, and is reasonably categorized by Owner to be an omission or error; there will be no additional compensation unless authorized by Owner. Work in this category may result in a claim against A/E by Owner for some or all of the costs involved.~~



~~5. If the authorized change is an item of work that is deductive or additive and the A/E's work required is not commensurate with the Basic Fee; the compensation shall be negotiated under the terms of this Agreement as Additional Services.~~

~~6. If the authorized change is an item of work added to the Project that does not require A/E's services; no additional compensation shall be granted.~~

~~B.A. The method of payment for design services required by authorized changes to the Construction Contract will be determined in accordance with subparagraphs VIII, A, above and Payment is to be requested and paid with progress payments to A/E during the Construction Phase in proportion to the progress of A/E's work and after issuance of the Authorization for such Additional Services. To be negotiated upon Amendment adding construction services to this Agreement.~~

#### **ARTICLE IX - TERMINATION AND SUSPENSION**

- A. Termination by Owner for Cause.** If, through any cause and after reasonable notice and an opportunity to cure, A/E shall fail to fulfill in timely and proper manner A/E's obligations under this Agreement, or if A/E shall violate any of the covenants, agreements, or stipulations of the Agreement, Owner shall thereupon have the right to terminate this Agreement by giving written notice to A/E of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. A/E shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination. Such compensation shall be based on the value of such work to Owner. Notwithstanding the above, A/E shall not be relieved of liability to Owner for damages sustained by Owner by virtue of any breach of the Agreement by A/E. Owner may withhold reasonable amounts of the payments to A/E until such time as the exact amount of damages due Owner from A/E is determined.
- B. Termination for Convenience of Owner.** Owner may terminate this Agreement at any time by a written notice to A/E. Upon receipt of the notice, the A/E shall immediately discontinue all services affected, unless the notice directs otherwise. If the Agreement is terminated by Owner as provided herein, the A/E shall be paid for the percentage completed as compared to the phase percentages in the Agreement plus all eligible reimbursable expenses incurred up to the date of termination. The A/E shall be reimbursed for the portion of the actual eligible and documented out of pocket expenses not otherwise reimbursed under the Agreement incurred by the A/E during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this agreement. There shall be no payment for anticipated profit, unperformed services, or unabsorbed overhead.
- C. Suspension by Owner.** Owner may suspend the Project at its sole discretion. If the Project is suspended by Owner for more than 30 consecutive days, A/E shall be compensated for services performed prior to the notice of suspension, provided the suspension was not caused by A/E's negligence or wrongful act. A/E's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of A/E's services. Upon written notice by Owner to resume services, A/E shall promptly continue with its responsibilities under this Agreement.
- D.** In the event of termination or suspension as provided for above, all construction drawings, sketches, renderings, models, other reproducible drawings, surveys, reports, photographs, calculations, prepared by A/E under this Agreement, copies of all correspondence and papers received or issued by A/E and all equipment and publications authorized by Owner for purchase shall be delivered to Owner upon request and Owner shall have the same rights to their use as if the termination or suspension had not occurred, provided, however, that A/E has been compensated according to this article.
- E. Termination by A/E** This Agreement may be terminated by A/E if after reasonable notice and an opportunity to cure, ~~should~~—Owner ~~should~~ fail substantially to perform in accordance with the terms of this Agreement through no fault of A/E. A/E shall give written notice to Owner of such termination at least five days before the date of termination. If the Project is suspended by Owner for more than 90 consecutive days, A/E may terminate this Agreement by giving written notice.

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## **ARTICLE X - GENERAL REQUIREMENTS**

### **A. Personnel**

The services to be furnished under the terms of this Agreement shall be performed by A/E and the sub-consultants, agreed to jointly by A/E and Owner, and shall not be assigned or subcontracted further, in whole or in part, without the express written consent of Owner.

### **B. Records**

1. Final surveys, reports, Contract Drawings and Specifications, and calculations shall be signed and stamped by an Architect or Engineer licensed in the State of Washington and provided to Owner.
2. Records of A/E's payroll, consultant and Reimbursable expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to Owner or its authorized representatives at mutually convenient times.
3. The A/E and its sub-contractors, if any, shall keep available for inspection by Owner or its authorized representatives for a period of six (6) years after receipt of final payment, the records and accounts pertaining to this Project and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this Contract is initiated before the expiration of the six (6) year period, the records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. Records pertaining to this Project may, under the sole discretion of Owner, be considered or otherwise determined to be Public Records as set forth in the Public records Act, chapter 42.56 RCW, et seq.

**C. Nondiscrimination.** During the performance of this Agreement and in considering offers from and doing business with Sub-consultants, A/E shall not discriminate against any person because of race, color, creed, sex, sexual orientation, gender identification or expression, national origin, marital status, age, the presence of any sensory, mental or physical disability, or status as a special disabled or Vietnam Era veteran.

### **D. Regulated materials requiring special handling or abatement**

1. Owner will provide to A/E the information required by WAC 296-62-054 regarding hazardous materials preexisting at the job site.
2. The existing facilities involved in this Project may contain hazardous materials. Owner shall determine if hazardous materials exist in or adjacent to the Project area. If A/E becomes aware of hazardous materials that exist on or adjacent to the Project area, A/E shall inform Owner. Owner shall investigate and test these materials to determine the extent and nature of the hazardous materials, and decide on appropriate procedures to abate the hazardous materials or protect it during construction. Owner may separately contract with a hazardous materials consultant for this purpose.
3. If hazardous material abatement is required, it may, at Owner's sole discretion, be dealt with either as a separate construction contract or as a part of the general Construction Contract for the Project.
4. If Owner chooses to include abatement as part of the general Construction Contract for the Project, or if measures are required to protect the hazardous material during construction, the drawings and specifications related to the hazardous material work shall be prepared by Owner (or by a consultant separately hired by Owner for this purpose), and provided to A/E by Owner for inclusion in the set of Contract Documents prepared by A/E. All Drawings and Specifications for the hazardous material work shall clearly identify the author of such Drawings and Specifications.
5. Any questions that arise related to hazardous materials shall be referred to Owner for resolution, and A/E shall not

be required to do any work nor render any opinions related to hazardous materials questions. A/E shall coordinate to assure consistency between the Work and schedule of A/E and of the hazardous material work.

#### **E. Insurance**

1. **INSURANCE.** Prior to commencement of services under this Contract, A/E shall submit to Island County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without sixty (60) days written prior to notice to the County. A/E shall maintain at A/E's sole expense unless otherwise stipulated, the following insurance coverages, insuring A/E, A/E's employees, agents, designees and indemnities as required herein:
  - a. The A/E shall not commence work under this Contract until the A/E has obtained all insurance required under this paragraph and such insurance has been approved by the County.
  - b. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and workmen's Compensation to be maintained by the A/E shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without sixty (60) days written prior notice to the County. The A/E's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the county, its officers, officials, employees or volunteers shall be excess of the A/E's insurance and shall not contribute to it.
  - c. The A/E shall maintain, during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the A/E 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 A/E or by anyone directly employed by or contracting with the A/E.  
  
Specific limits required \$2,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations  
\$1,000,000 Personal Injury and Advertising Injury  
\$1,000,000 Each Occurrence  
  
The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states the A/E's General Liability shall be primary, and not contributory, with any other insurance maintained by the County.
  - d. The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:  
\$1,000,000 Each Accident  
\$1,000,000 Policy Limit for Disease  
\$1,000,000 Each Employee for Disease
  - e. Commercial General Liability insurance shall be endorsed to include a "cross liability", indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.
  - f. The A/E shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect A/E from claims which may arise from the performance of this Contract, whether such operations be by the A/E or by anyone directly or indirectly employed by the A/E. Covered auto shall be designated as "Symbol 1" any auto.

- g. All Liability coverages, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.
- h. A/E shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. A/E shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.
- i. Industrial Insurance Waiver - With respect to the performance of this Contract and as to claims against the County, its officers, agents and employees, A/E 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 A/E against the County. This waiver is mutually negotiated by the parties to this Agreement.
- j. Professional Liability Insurance - Prior to the start of work, the A/E will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the A/E for a minimum of three (3) years following the termination of this Contract, and the A/E shall annually provide the County with proof of renewal.
- k. Sub-consultants. A/E shall include all sub-consultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subcontracts shall be subject to all of the requirements stated herein.

**F. Indemnification by A/E** To the fullest extent permitted by law, the A/E agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, reasonable attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which a) are caused in whole or in part by any negligent act or omission, ~~negligent or otherwise~~, of the A/E, its employees, agents or volunteers or A/E's sub-consultants and their employees, agents or volunteers; or b) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or c) are based upon the A/E's or its sub-consultants' use of, presence upon or proximity to the property of the County. This indemnification obligation of the A/E shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the A/E, its sub-consultants, employees or agents, and the County, its employees or agents, this indemnification obligation of the A/E shall be valid and enforceable only to the extent of the negligence of the A/E, its sub-consultants, employees and agents.

- a. Participation by County – No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of A/E's indemnity obligations under this Agreement.
- b. Survival of A/E's Indemnity Obligations. The A/E agrees all A/E's indemnity obligations shall survive the completion, expiration or termination of this Agreement.
- c. Indemnity by sub-consultants. In the event the A/E enters into subcontracts to the extent allowed under this Agreement, the A/E's sub-consultants shall indemnify the County on a basis equal to or exceeding A/E's indemnity obligations to the County. Corrections The A/E shall promptly correct any errors, omissions, or negligence in the performance of A/E services at no additional cost to the Owner. The Owner may pursue a claim against the A/E for some or all of the Owner's costs resulting from A/E's errors, omissions, or negligence.

**G. Approvals** Owner's review, approval, acceptance, use, or payment for all or any part of A/E's services or of the Project itself shall in no way alter A/E's obligations or Owner's rights hereunder.

**H. Representations.** A/E hereby represents to Owner the following:

1. That A/E is financially solvent, able to pay A/E's debts as they mature and that A/E possesses sufficient working capital to complete the services required,
2. That A/E is able to furnish any and all of the facilities, tools, materials, supplies, equipment and labor required to complete the services required and to perform all of A/E's obligations hereunder and has sufficient experience and competence to do so;
3. That A/E's execution of this Agreement and A/E's performance thereof is within A/E's duly authorized powers; and
4. That A/E agrees that the representations in this Subparagraph XI.I shall survive the execution and delivery of this Agreement.
5. That A/E shall comply with all applicable state and local laws, statutes, and ordinances relating to professional registration, licensing and authority to perform all of A/E's obligations required to be performed under this Agreement.
6. That A/E's duly authorized representative has visited the Project, become familiar with the local conditions under which the services required hereunder are to be performed and correlated A/E's observations with all of the requirements of the Construction Contract Documents.

**I. Jurisdiction** This Agreement shall be deemed executed in the county in the State of Washington in which the Owner's contracting authority resides. The laws of the State of Washington shall govern the interpretation and application of its provisions.

**J. Time.** Time is of the essence ~~in of each and every provision of this Agreement.~~ A/E will perform its obligations under this Agreement to its Standard of Care within the established schedule and per Article II.A.3.

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**K. Use of Documents**

1. The Drawings, Specifications and other documents, including drawings and specifications prepared in CAD form and stored on magnetic media, prepared by A/E or A/E's sub-consultants for this Project are intended for use solely with respect to this Project. Owner shall be permitted to retain copies, including reproducible copies and originally stamped copies of A/E's Drawings, Specifications and other documents for information, and reference in connection with Owner's use and occupancy of the Project. Owner shall not use A/E's Drawings, Specifications or other documents for other projects, provided that it is expressly understood and agreed that Owner shall have the right to utilize A/E's Drawings, Specifications and other documents to expand the Project, correct any deficiencies, make any renovations or repairs to the Project, or use for future project design other than the construction of another building. Original construction drawings, sketches, renderings, models, other reproducible drawings prepared under this Agreement, surveys, reports, photographs, construction phase documentation prepared by A/E, copies of all correspondence and papers received or issued by A/E and all equipment or publications authorized by Owner for purchase shall be delivered to Owner upon request if such request is made during the Project or within six (6) years after receipt of final payment.

The A/E shall be permitted to remove all evidence of its ownership and/or involvement from electronic records such as CAD drawings or documents stored on magnetic disc. Any use or reuse by the Owner of drawings, specifications and other documents, including electronic record documents, will be without liability or legal exposure to the A/E.

2. A/E may use renderings or photographs of the Project for promotional purposes. Owner may upon written notice to A/E limit or withdraw its permission to use Project materials for promotional purposes. A/E shall not use drawings, specifications and other documents prepared specifically for this Project for any other purpose unrelated to this Project, without Owner's written consent.

#### **L. Claims and Disputes**

1. A Claim is a demand or assertion seeking, as a matter of right, adjustment or interpretation of this Agreement, payment of money, extension of time or other relief with respect to the terms of this Agreement. The term "Claim" also includes other disputes and matters in question between Owner and A/E arising out of or relating to the Project. Claims must be made by written notice. The responsibility to substantiate Claims rests with the party making the Claim.
  2. Claims must be made within 21 business days after occurrence of the event giving rise to such Claim or within 21 business days after claimant first recognizes the conditions giving rise to the Claim, whichever is later. The party against which the claim is made shall respond to the claim within 30 calendar days.
  3. The parties shall expeditiously attempt to resolve all Claims and disputes in a non-litigious manner. If the claim or dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation under the Construction Industry Mediation Rules of the American Arbitration Association, or other mutually agreeable equivalent format, before resorting to arbitration, litigation or some other dispute resolution procedure.
- M.** Upon demand by Owner, any claims between Owner and A/E, Contractor and A/E, Owner and Contractor, Owner and Contractor's Guarantor, or Contractor and its sub-consultants and suppliers, shall be submitted in a single forum, and Owner may consolidate or join any of the above named parties in the action. Other third parties may be joined upon notice of either A/E or Owner and with the consent of such third party. Thereafter, such third parties shall be bound by the results of such dispute resolution process to the same extent as the original parties to the dispute. Should any provision of this Agreement, at any time, be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than operative, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
- N.** Communications by and with A/E's consultants shall be through A/E. Notwithstanding anything to the contrary in this Agreement, Owner has not relinquished its right to communicate with Contractor directly.
- O.** Owner and A/E, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representative of such other party with respect to all covenants of this Agreement. Neither A/E nor the Owner shall assign this Agreement without the written consent of the other party.
- P.** Nothing contained in this Agreement shall create a contractual relationship with or cause action in favor of a third party against either Owner or A/E.
- Q.** This Agreement represents the entire and integrated Agreement between Owner and A/E and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and A/E.

#### **ARTICLE XI - QUALITY ASSURANCE**

- A. General Requirements.** A/E shall provide a Quality Assurance (QA) Program on all projects that shall encompass all planned and systematic activities with the goal of achieving a Project that will perform as intended in service, meet the program requirements, and comply with the terms of this Agreement. As a minimum, the QA program shall meet the following requirements:

1. A/E QA program shall cover activities affecting quality performed by A/E for Owner.
2. All elements of the Drawings and Specifications shall be checked by A/E and such checks shall be made by persons other than those preparing the materials and by professional personnel trained in that specific discipline with the goal of:
  - a) Assuring the appropriate level of completeness of the Drawings and Specifications delivered by the A/E.
  - b) Facilitating an appropriate level of construction quality and reasonably avoiding change orders to construction contracts that are caused by conflicts, ambiguities, inaccuracies, and deficiencies in and between the construction Drawings and Specifications, as would be expected within the standard of care identified in Article II, A, 1.
3. A/E shall include in all sub-consultants' contracts the QA requirements defined herein.
4. The QA program shall be implemented upon the issuance of Authorization to Proceed and continue for the duration of activities covered by this program.
5. A/E shall provide Owner access to activities and records affecting quality to confirm implementation of the QA program. A/E shall retain and maintain identifiable, legible, and retrievable QA records for the duration of the Project. Q/A records will be turned over to the Owner, if requested, upon completion of the Work.

**B. Specific Requirements.** For projects with a MACC of \$1 million or greater, A/E shall provide a written Quality Assurance (QA) Program for Owner review. For projects with a MACC under \$1million, ~~when requested by the Owner~~, the A/E shall provide a written QA Program for Owner review when requested by the Owner. A/E's written QA program shall include at least the following activities:

1. The specific methodologies that will be used to cross check the Drawings and Specifications to each other for completeness and accuracy at each submittal stage.
2. A/E shall submit the QA program prior to or concurrent with the first monthly request for payment.
3. A checklist of items that will be researched during the on-site investigation.
4. Maintenance of an "Exception to Program Requirements List." This list shall include all items that are at variance with the Project Program.
5. A system for tracking and documenting changes to the Project Program.

#### **ARTICLE XII - GLOSSARY**

A/E:	Architect/Engineer
AHJ:	Agency Having Jurisdiction
CAD:	Computer Aided Drafting
CSI:	Construction Specifications Institute
CUP:	Conditional Use Permit
EIS:	Environmental Impact Statement
MACC:	Maximum Allowable Construction Cost
MUP:	Master Use Permit
QA:	Quality Assurance
SEPA:	State Environmental Policy Act

**End of Conditions of the Agreement**







**ISLAND COUNTY COUNTY ADMINISTRATION**

**WORK SESSION AGENDA**

**MEETING DATE: 11/13/2024**

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

**From: Michael Jones, County Administrator**

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**Amount of time requested for agenda discussion. 180 minutes**

**DIVISION: Administrative**

**Agenda Item No.: 1**

**Subject: Draft 2025 Island County Departmental Work Plans**

**Description: Staff presenting their Draft 2025 Work Plans**

**Attachment: Draft 2025 Work Plan PowerPoint Presentation**

**Draft 2025 Island County Departmental Work Plans**

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

☐ Move to Consent

☐ Move to Regular

☒ None/Informational

☐ Schedule a Public Hearing

☐ Signature Request

☐ Other: \_\_\_\_\_

**IT Review: Not Applicable**

**Budget Review: Not Applicable**

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



## Island County Administration

*Michael Jones, MPA – County Administrator*

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1 NE 1<sup>st</sup> Street Coupeville, WA 98239

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

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

### MEMORANDUM

November 13, 2024

TO: Board of Island County Commissioners

FROM: Michael Jones, County Administrator

RE: Draft 2025 Departmental Work Plans

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Please see the attached 2025 Draft Island County individual departments' work plans.

2025 Administration Work Plan							
						Updated on: 11/13/2024	
Project Title	Description	Staff Assignment	Quarters	Dept. Crossover	Status	Climate	Equity
New Elected Officials Orientation Program	Develop a program to introduce newly elected officials and new department heads on accessing services inside the County structure and provide an overview of the County operation as needed.	MJ	Q1-Q3	HR/GSA, Budget/Risk, IT, Facilities	Not Started	No	Yes
Develop AI Protocols	AI is an essential tool that has launched in the workplace. It increases efficiency and enhances productivity.	MJ	Q1-Q3	All	Not Started	No	Yes
Implement ADA compliance protocols on website	New federal guidelines require that websites become more accessible.	KG	Q1-Q4	All	Not Started	No	Yes
Participate in procurement code amendment, policy update, and operations changes.	County Administrator will be involved in review of the program and will lead the training effort	MJ	Q1-Q3		Not Started	No	No
Review Budget Process for Improvements	Work with the leadership team and the BOCC to consider changes to the budget process that will help provide the BOCC a more distilled budget from the departments reporting to the BOCC	MJ	Q1-Q2	All	Not Started	No	No
DEI Planning and Program	Develop and implement a DEI plan for the County that has longevity beyond the short-term staffing of the DEI Manager position.	MJ	Q1-Q4	All	In Progress	No	Yes
ECM Process	Participate in enterprise content management effort.	MJ	Q1-Q4	All with focus on HR/GSA and IT	In Progress	Yes	Yes
Campus Safety/Security	Participate in campus safety and security planning and improvements.	MJ	Q1-Q4	All with focus on Budget/Risk and Facilities	In Progress	No	Yes
Jail Replacement Planning	Participate in jail replacement planning effort	MJ	Q1-Q4	Facilities, Sheriff	In Progress	Yes	Yes
SmartGov Implementation	Coordinate activities with Health, PW, and Planning to maximize use of the software for application processing a digitization of documents	MJ/AB	Q1-Q4	Health, Planning, Public Works	In Progress	Yes	No
Code Amendment Special Project	Revising code to remove errors and internal conflicts. Working with permitting departments to simplify process.	MJ/ME	Q1-Q3	Health, Planning, Public Works	In Progress	No	No

2025 Board of County Commissioners Work Plan							
						Updated on: 11/13/2024	
Project Title	Description	Staff Assignment	Quarters	Dept. Crossover	Status	Climate	Equity
Roundtable Meetings	Efficacy and duration of meetings	BOCC	Q1	N/A	Not Started	No	No

2025 Budget & Risk Management Department Work Plan							
						Updated on: 11/13/2024	
Project Title	Description	Staff Assignment	Quarters	Dept. Crossover	Status	Climate	Equity
Develop Fee Structure Policy	Resolution or Policy defining how fees are set each year to maintain services.	Director	Q1	BOCC, PW, PH, Planning	Not Started	NA	Yes
Evaluate possible ERP to replace Finance Enterprise	Work with HR & Auditor's Office to consider a replacement system for the current accounting software.	Director, Budget Analyst	Q1-Q4	HR, Auditor's Office, Treasurer, IT	In Progress	NA	NA
Update County Code for Procurement	Update County code to change the statutory required updates	Director, Budget Analyst		All	In Progress	NA	Yes
Adopt Procurement Policy	Create and adopt Island County Procurement Policy that expands the descriptions and process for all procurement.	Director, Budget Analyst		All	In Progress	NA	Yes
Budget Process Revision	Work with the leadership team and the BOCC to consider changes to the budget process that will help provide the BOCC a more distilled budget from the departments reporting to the BOCC	Director	Q1-Q2	All	Not Started	Yes	Yes

2025 Facilities Management Department Work Plan							
						Updated on: 11/13/2024	
Project Title	Description	Staff Assignment	Quarters	Dept. Crossover	Status	Climate	Equity
Space Planning & Management	Develop and enact a plan to alleviate congested office space throughout the Campus. This will require a phased approach and a great deal of inter-departmental collaboration to achieve success.	Director, Project Specialist	Q1-Q4	All	In Progress	Yes	Yes
Energy Savings Performance Contracting (ESPC) Program	Interagency Agreement with Washington State Department of Enterprise Services for energy upgrades in the Law and Justice building to include HVAC, window replacement, roof repair, building exterior, backup generator, and solar installation. This work will result in an increase in energy efficiency and eliminate dependence on fossil fuel for heating and cooling the building.	Director, Project Specialist	Q1-Q2	All	In Progress	Yes	Yes
Elevator Modernization	Replacement of an obsolete Dover DMC elevator installed in the Law & Justice Building.	Director, Project Specialist, Maintenance Lead	Q2	Jail, Sheriff, Prosecuting Attorney, Superior Court, Budget/Risk	In Progress	Yes	Yes
Standby Generator Program	Standby and backup generators are central to the ability to provide services across the county. The majority of county owned buildings are either underserved or have no generator at all. This condition creates a wide array of challenges ranging from life safety and security concerns to outside communications during high-level emergency events.	Director, Project Specialist, Maintenance Lead	Q1-Q4	All, DEM	In Progress	Yes	Yes
Establishing a Third Party Vendor for Fleet Management	To shrink and modernize the overall vehicle fleet, standardize fleet expenses, improve efficiencies, and streamline vehicle replacement.	Director, Program Coordinator	Q1	All	In Progress	Yes	Yes
Criminal Justice Complex Feasibility/Needs Study	This study will be the foundation for understanding infrastructure improvements necessary to house Inmates, current and future staff, and provide services as well as to develop programmatic enhancements that have only been conceptually discussed. The Jail is required to meet established best practices and efficiencies to include security, ADA requirements, and other standards for State accreditation. The current facility does not fully meet these standards.	Director, Project Specialist	Q1-Q3	Sheriff, Budget/Risk, County Administrator	In Progress	Yes	Yes
Ituha Stabilization Center Expansion	to provide project management and owner representation during the addition of (6) beds at the Ituha Stabilization Center	Director, Project Specialist	Q1-Q4	Human Services	In Progress	Yes	Yes
Campus Wayfinding Program	Develop a plan to improve the customer experience by implementing additional interior and exterior signage throughout the Coupeville campus.	Director, Project Specialist	Q1-Q4	All	In Progress	Yes	Yes

2025 HR/GSA Department Work Plan							
						Updated on: 11/13/2024	
Project Title	Description	Staff Assignment	Quarters	Dept. Crossover	Status	Climate	Equity
New ERP software	Review new Finance, HR, Budget Software options, publish RFQ and select 3 to discuss with leadership and Board	Catherine Reid and Lisa Padalino	Q1-Q4	Budget and Auditor	In Progress	No	Yes
Enterprise Content Management	Coordinate implementation of ECM, work on parts of implementation that do not require additional funding	Catherine Reid and Sharon Branch	Q1-Q4	County Administrator, IT, Risk	In Progress	Yes	Yes

2025 Human Services Department Work Plan							
						Updated on: 11/13/2024	
Project Title	Description	Staff Assignment	Quarters	Dept. Crossover	Status	Climate	Equity
Community Health Improvement Plan	Actively participate Community Health Improvement Plan that address prioritized needs identified in the Community Health Assessment.	All	Q1 - Q4	Public Health	Not Started	Yes	Yes
Homeless Housing Plan	Update required by Commerce every 5 years.	Emily Wildeman	Q1 - Q4	Planning	Not Started	No	Yes
Update Interlocal Agreement with local jurisdictions on administration of local housing funds and the role of Housing Advisory Board	Update to include 1406 and 1590 funds.	Emily Wildeman	Q1 - Q4	Planning	Not Started	No	Yes
Comp Plan	Active participation in Comprehensive Plan process to ensure human services values and policies are embedded in the plan.	All	Q1 - Q4	Planning	In Progress	Yes	Yes
Julota full utilization	Work to add Community Health, and Jail programs.	All	Q1 - Q4	Health, Corrections	In Progress	No	Yes
Opioid Settlement Funds plan	Lead a project team to provide a plan for the use of opioid mitigation funding.	Bill Larsen	Q1 - Q4	Prosecuting Attorney, Sheriff	In Progress	No	Yes



2025 Information Technology Department Work Plan							
						Updated on: 11/13/2024	
Project Title	Description	Staff Assignment	Quarters	Dept. Crossover	Status	Climate	Equity
Log Management	Implement Manage Engine log server	Director, System Administrators	Q1-Q4	None	Not Started	No	No
ADA Compliance	Implement Monsido to enable Communications Manager to improve and maintain new ADA compliance requirements.	Business Systems Manager, Director	Q1-Q4	All	Not Started	No	No
Cybersecurity Incident Response Plan development	Develop Cybersecurity Incident Response plan with consultant	Director, System Administrators, Consultant	Q1-Q2	None	Not Started	No	No
5 year Cybersecurity Strategic Plan	Develop 5 year Cybersecurity Strategic plan with consultant	Director, System Administrators, Consultant	Q1-Q4	None	Not Started	No	No
Disaster Recovery	Improve network redundancy between data centers. Begin testing of "Live Volume" to ensure data is mirrored to reduce potential down-time.	Direct, Network Consultant, System Administrators	Q1-Q4	None	Not Started	No	No
Change Management	Improve IT processes to minimize disruption in service.	Director, System Administrators	Q1-Q4	None	Not Started	No	No
Food Inspection	Work with Envir. Health team to configure HS Govtech food inspection application	Database Admin	Q1- Q2	Public Health	Not Started	No	No
Community Health Data Management & Infrastructure	Work with Human Services to implement Julota with Community Health services.	MW, TL, MR, Community Health Staff	Q1-Q4	Human Services, IT	In progress	No	Yes
New ERP software	Review new Finance, HR, Budget Software options, publish RFQ and select 3 to discuss with leadership and Board	Catherine Reid and Lisa Padalino	Q1-Q4	Budget, IT, and Auditor	In Progress	No	Yes
ECM Participation	Participation with data governance committee.	Director, Business Systems, Database Admin	Q1-Q4	All	In Progress	Yes	No

2025 Planning and Community Development Department Work Plan							
						Updated on: 11/13/2024	
Project Title	Description	Staff Assignment	Quarters	Dept. Crossover	Status	Climate	Equity
Long Range Docket	Docketed Comprehensive Plan update and work plan items: update to Coordinated Water System Plan; Ebey's Design Guidelines and code update; and PBRs Forestry policy updates	EN/JL/EC/CH/JLanier	Q1-Q4	All Departments	In Progress	Yes	Yes
Work with Human Services on Homeless Housing Plan		EN/EC/EW/JL	Q1-Q4	Human Services	Not Started	No	Yes
Coordinate with Human Services to update MOU with local jurisdictions on role of Housing Advisory Board.		EN/EC/EW/JL	Q1-Q4	Human Services	Not Started	No	Yes
Code Update	Minor code updates	JL/EN/JLanier	Q1-Q4	Administration	In Progress	Yes	Yes
Compliance Monitoring	Ensure all aspects of code compliance and permitting requirements are meeting code standards; ensure shoreline and critical areas inspections and monitoring is occurring. Build compliance monitoring into the departments standard operating procedures.	JL/MK/MB/TP	Q1-Q4		In Progress	Yes	Yes
Coordinate with Public Health DNR on Pollution Identification and Correction (PIC) Program Implementation and Monitoring.	Develop and implement a PIC program utilizing lessons learned and past reconnaissance on problem areas. Coordinate regulatory oversight and policy development with Environmental Health and enforcement agencies. Coordinate water pollution investigations.	MK/SZ/JS/JL	Q1-Q4	DNR, Public Works	In Progress	Yes	Yes
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/MB	Q1-Q4	Public Works, Public Health	In Progress	Yes	Yes
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/MB	Q1-Q4	Budget, Public Works, Public Health	In Progress	No	No
Office Space Move/Addition	Coordination with Facilities on additional office space.	JL/TP/JB/MB	Q1-Q2	Facilities	In Progress	No	No

2025 Public Health Department Work Plan							
						Updated on: 11/13/2024	
Project Title	Description	Staff Assignment	Quarters	Dept. Crossover	Status	Climate	Equity
Pollution Identification & Correction (PIC) Program Implementation and Monitoring	Develop and implement a PIC program utilizing lessons learned and past reconnaissance on problem areas. Coordinate regulatory oversight and policy development with Environmental Health and enforcement agencies. Coordinate water pollution investigations.	PIC Coordinator (TBD), CM, AS, HR	Q1 - Q4	Planning, Public Works	Not Started	Yes	Yes
OSS Code Revisions	State WAC 246-272A was revised and has a stepped implementation plan. IC must update OSS code (8.07D) to minimum standards set by state or elect to adopt WAC by reference and then utilize Division Policy to define instances where IC is more stringent than WAC.	EH Manager, OSS staff	Q1-Q4	Planning, Public Works, Special Projects Coordinator Mary Engle	Not Started	Yes	Yes
Coordinated Water System Plan (CWSP) Review	The purpose of this project is to develop a comprehensive set of recommendations for updating the CWSP for sustainable water resource management.	EH Manager, CK	Q1-Q4	Planning	Not Started	Yes	Yes
Food Fee Schedule	Ongoing work to align licensing categories with food code and adjust fee schedule accordingly.	EH Manager, TA, MM	Q1-Q2	Budget & Risk	In Progress	No	Yes
Health, Climate & Natural Resources-Focused Comprehensive Plan Updates	Apply climate resilience and health equity lens to Comprehensive Plan, including technical assistance and community engagement support. Focus on environmental and community health related elements following outline provided by long range planning.	SM, JS, TL, CK, HK, MW	Q1 - Q4	Planning	In Progress	Yes	Yes
Island County Sewage Solution Study	Island County is requesting proposals from qualified firms to conduct research, engage the public, and collect data to inform an analysis for sewage solutions to accommodate supportive housing needs and adapt to climate change in unincorporated areas. Project timeline March 2024 - April 2025.	HK, SM, EH Staff	Q1 - Q4	Planning, Public Works	In Progress	Yes	Yes
Community Health Improvement Plan	Coordinate, plan, and develop a Community Health Improvement Plan that address prioritized needs identified in the Community Health Assessment.	TL, MH, MR	Q1 - Q4	Human Services, Planning	In Progress	Yes	Yes
Community Health Data Management & Infrastructure	Work with Human Services to implement Julota with Community Health services.	MW, TL, MR, Community Health Staff	Q1-Q4	Human Services, IT	In Progress	No	Yes
SmartGOV permitting software coordination	Align public health approaches to SmartGOV to leverage available tools and streamline permitting processes across departments.	EH Manager, OSS staff, Permitting Software Manager	Q1 - Q4	Planning, Public Works	In Progress	Yes	Yes

2025 Public Works Department Work Plan							
						Updated on: 11/13/2024	
Project Title	Description	Staff Assignment	Quarters	Dept. Crossover	Status	Climate	Equity
Comprehensive Plan	Public Works section is for Transportation, Parks, Utilities and Solid Waste. Public Works will hire a consultant for the Transportation Element. The Parks Element is being done by consultant. Solid Waste element will be in the Solid Waste Master Plan.	Director, County Engineer, Assistant Director, Transportation Planner, Traffic Engineer	Q1-Q4	Prosecuting Attorney	In Progress	Yes	Yes
Rate Study for Parks, Docks, Event Centers & Campgrounds	Hire consultant for a rate study for all these to confirm if we are charging appropriate and compatible rates in comparison to industry standards and recoup some of the costs.	Assistant Director, Parks Superintendent, Public Works Engineer	Q1,Q2,Q3		In Progress	No	Yes
Establish ER&R for Parks, Solid Waste & DEM	To establish a rate system to save for replacement and repair of fleet.	Assistant Director, Parks Superintendent, Solid Waste Manager, Emergency Mgmt. Director	Q1-Q4	Facilities	Not Started	No	No
Potential Campground Sites	Look for possible future campsites in Island County.	Assistant Director, Parks Superintendent, Public Works Engineer	Q3	PW Parks	In Progress	Yes	Yes
Comprehensive Emergency Management Plan (CEMP)	Update planning team to include applicable departments, agencies, and organizations having a role in emergency response and coordination. Update the basic plan as well support annexes as needed based on FEMA CPG 101 and code changes.	Emergency Mgmt. Director, Emergency Coordinators	Q1-Q4	County Administrator, Public Health, Planning, Facilities, Sheriff, Coroner, Human Services, Human Resources, IT, Budget/ Risk	In Progress	Yes	Yes
Update Chapter 11.03 Storm Water Code.	Update Chapter 11.03 of ICC for Storm Water	County Engineer, Assistant County Engineer,	Q1-Q4		In Progress	Yes	No
PickleBall on Camano		Assistant PW Director, Parks Foreman	Q1-Q4	Planning/Permitting	Not Started	No	Yes



# 2025 DRAFT WORK PLANS

NOVEMBER 13, 2024 | BOARD OF ISLAND COUNTY COMMISSIONERS

# AGENDA

- DEPARTMENT BY DEPARTMENT PRESENTATION
- OVERVIEW OF TOP PROJECTS/ACTIVITIES
  - SELECTED FOR IMPACT, INTEREST, OR LEVEL OF EFFORT
- TIME FOR QUESTIONS ON OVERALL WORKPLAN



# COUNTY ADMINISTRATION

- WEBSITE ADA COMPLIANCE
- DEVELOP AI PROTOCOLS
- CONTINUE EFFORT ON ENTERPRISE CONTENT MANAGEMENT



# FACILITIES MANAGEMENT

- CRIMINAL JUSTICE COMPLEX FEASIBILITY/NEEDS STUDY
- 20-YEAR CAPITAL FACILITIES PLAN (COMP PLAN)
- ITUHA STABILIZATION CENTER ADDITION





# BUDGET AND RISK MANAGEMENT

- UPDATE COUNTY CODE FOR PROCUREMENT
- ADOPT PROCUREMENT POLICY
- EVALUATE ERP SYSTEMS TO POTENTIALLY REPLACE FINANCE ENTERPRISE



# HUMAN RESOURCES/GSA

- EVALUATE ERP SYSTEMS TO POTENTIALLY REPLACE FINANCE ENTERPRISE
- CONTINUE EFFORT ON ENTERPRISE CONTENT MANAGEMENT



# INFORMATION TECHNOLOGY

- LOG MANAGEMENT
- 5-YEAR CYBERSECURITY STRATEGIC PLAN
- IMPLEMENT CHANGE MANAGEMENT



# PLANNING & COMMUNITY DEVELOPMENT

- LONG RANGE DOCKET — COMP PLAN UPDATE
- FEE AUDIT
- COMPLIANCE MONITORING



# PUBLIC HEALTH

- ISLAND COUNTY SEWAGE SOLUTIONS STUDY
- COORDINATED WATER SYSTEM PLAN (CWSP) REVIEW
- COMMUNITY HEALTH IMPROVEMENT PLAN



# HUMAN SERVICES

- HOMELESS HOUSING PLAN
- INTERLOCAL AGREEMENT UPDATE ON ADMINISTRATION OF LOCAL HOUSING FUNDS AND ROLE OF HOUSING ADVISORY BOARD





# PUBLIC WORKS

- TRANSPORTATION, PARKS & CAPITAL FACILITIES COMP PLANNING
- CAMPGROUND SITE STUDY
- UPDATE ICC CHAPTER 11.03 - STORMWATER



# QUESTIONS AND DISCUSSION



## 2025 DRAFT WORK PLANS

NOVEMBER 13, 2024 | BOARD OF ISLAND COUNTY COMMISSIONERS





**ISLAND COUNTY COUNTY ADMINISTRATION**

**WORK SESSION AGENDA**

**MEETING DATE: 11/13/2024**

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

**From: Michael Jones, County Administrator**

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**Amount of time requested for agenda discussion. 30 minutes**

**DIVISION: Administrative**

**Agenda Item No.: 1**

**Subject: Code Amendments**

**Description:** Review prioritized order and progress of Code amendment items

**Attachment: Prioritized worksheet**

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

☐ Move to Consent

☐ Move to Regular

☒ None/Informational

☐ Schedule a Public Hearing

☐ Signature Request

☐ Other: \_\_\_\_\_

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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



## Island County Administration

Mary Engle – Special Projects Manager

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

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

Email: mary.engle@islandcountywa.gov | [www.islandcountywa.gov](http://www.islandcountywa.gov) Phone: 360-544-2590

### MEMORANDUM

DATE: November 13, 2024

TO: Board of County Commissioners  
FROM: Mary Engle, Special projects- Code Amendment  
CC: Michael Jones, County Administrator  
RE: Special projects- Code Amendment

This memo is to provide the list of priorities set by the Board of County Commissioners on Wednesday October 9<sup>th</sup>, 2024, along with a progress update.

The Board identified the following order of priorities:

#### **Prioritized list**

1. Scrivener's errors
2. Where code is inconsistent with itself
3. Where code is inconsistent with RCW's
4. HR/GSA, items
5. Move to 2025 list: Health items

#### **Progress**

Six of the scrivener's errors were provided to the Prosecuting Attorney (PA) under Island County Code (ICC 1.04.030), the PA can implement corrections.

Researched the following items- BOCC

- Do ICC amendments that are not development regulations need to be docketed?  
No, [ICC 1.04.050](#), [ICC 16.26.050](#)
- How do we define "development regulations?"  
Definition is found in [ICC 16.26.030](#)
- Do all ICC amendments require a public hearing?  
When RCW or Island County ordinance requires it, or when the Board feels it may be politically or practically appropriate, but not legally required.



**ISLAND COUNTY PUBLIC HEALTH**

**WORK SESSION AGENDA**

**MEETING DATE: 11/13/2024**

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

**From: Taylor Lawson, Deputy Director**

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**Amount of time requested for agenda discussion. 20 minutes**

**DIVISION: Dept of Natural Resources**

**Agenda Item No.: 1**

**Subject: CFF CAB Update on Resolution, Evaluation Criteria, and 2025 Application**

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

**Attachment: Executive Summary and Resolution**

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

**DIVISION: Dept of Natural Resources**

**Agenda Item No.: 2**

**Subject: On-Site Sewage Systems (OSS) Action Plan Implementation Funding**

**Description:** Review a contract between Puget Sound Partnership (PSP) and Island Local Integrating Organization (ILIO) for a one-time funding opportunity towards an On-Site Sewage Systems (OSS) Action Plan Implementation.

**Attachment: Executive Summary and Contract**

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

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

**IT Review:** Not Applicable

**Budget Review:** Complete

**P.A. Review:** Complete

## Conservation Futures Fund (CFF) Program Citizen's Advisory Board (CAB) Recommendation Overview

- Executive Summary -  
*November 13<sup>b</sup> BOCC Work Session*

<b>Summary</b>	<p>Conservation Futures is a land preservation program that protects, preserves, maintains, improves, restores, and limits the future use of threatened areas of open space, timberlands, wetlands, habitat areas, culturally significant sites, and agricultural farmlands within Island County.</p> <p>The Conservation Futures Program (CFP) is a land preservation program that protects, preserves, maintains, improves, restores, and limits the future use of threatened areas of open space, timberlands, wetlands, habitat areas, culturally significant sites, and agricultural farmlands within Island County. Each year, an application cycle is opened to which entities may apply for either Land Acquisition monies or Maintenance and Operations (M&amp;O) monies for properties previously purchased with CFP funds. In 2023 the Board of Island County Commissioners (BOCC) provided guidance to the CFP Coordinator to reexamine the program approach, application metrics, and other guidelines to reflect the County's commitment to equity and climate policies. The CFP Coordinator, along with the volunteer Citizen's Advisory Board (CAB), has spent much of the last year updating the two applications to remove barriers to access, as well as revising the governing Resolution to better reflect programmatic operations, including: adjustments to program timelines, transition to bulk award from reimbursement procedures, and clarifying language about outreach and program awareness, among other changes.</p> <p>These changes were brought to the BOCC at the September 18<sup>th</sup> Work Session, where all changes were discussed, with only one outstanding question identified regarding financial structure of the program. CFP staff have met with County Treasurer, County Auditor staff, Budget Director to determine the best path forward, and have updated the resolution to reflect this. The CFP and CAB are recommending that the BOCC adopt the new Resolution C-59-24 for implementation before the 2025 application cycle.</p>
<b>Policy and Regulatory Context</b>	<p>The management of the CFF program by Island County is written into code RCW 84.34.240 and governed by Resolution C-69-19. Resolution C-69-19 directs the CAB to forward its recommendations to the BOCC.</p>
<b>Fiscal Impact</b>	<p>There is no anticipated fiscal impact from these recommended changes.</p>
<b>Recommendation</b>	<p>Adopt and execute the recommended Resolution language for implementation</p>

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

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

**RESOLUTION C-59-24**

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

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

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

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

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

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

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

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

BOARD OF COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

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

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

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

ATTEST:

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

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

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

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

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

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

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

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

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

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

## **FINDINGS AND DECLARATION OF PURPOSE**

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

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

## **MANAGEMENT AND COORDINATION OF THE CONSERVATION FUTURES PROGRAM**

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

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

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

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

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

## **ESTABLISHMENT OF THE CONSERVATION FUTURES PROGRAM CITIZENS ADVISORY BOARD**

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

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

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

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

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

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

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

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



## APPLICATION EVALUATION CRITERIA

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

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

## CONSERVATION FUTURES FUND ANNUAL APPLICATION PROCESS

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

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

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

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

Timeline for CFP Annual Process	
January	Date
Application cycle opens	15
February	
March	
Application Deadline	1
CAB Site Visits Begin	15
Department Reviews Begin	20
April	
Public Meeting w/Applicant Presentations	5-15
Department Reviews Due	20-25
Staff Update to BOCC	15-30
May	
CAB Recommendations Due	20
BOCC Meeting to present recommendations and applicant presentations	20-31
June	
BOCC Meeting to present recommendations and applicant presentations	10

### BOARD OF COUNTY COMMISSIONERS' PUBLIC MEETING

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

### IMPLEMENTATION

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

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

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

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

## **ADMINISTRATION**

The department designated to coordinate the Conservation Futures Program shall:

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

**ECOLOGICAL SYSTEMS:**

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

- b. Support reductions in transportation to site
- c. Strategies that account for attempts to reduce future risks, costs and losses associated with climate-related damage

**AGRICULTURE:**

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

**FORESTRY:**

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

**ALIGNMENT AND LEVERAGE:**

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

**RISKS OF NOT FUNDING:**

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

**STEWARDSHIP, MANAGEMENT & MAINTENANCE:**

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

**Contract between Puget Sound Partnership (PSP) and Island Local  
Integrating Organization (ILIO) for On-Site Sewage Systems (OSS)**

**Action Plan Implementation Funding**

**Contract No.: TBD**

- Executive Summary -

*November 13<sup>th</sup> BOCC Work Session*

<b>Summary</b>	<p>The purpose of the Island Local Integrating Organization is to further ecosystem recovery across Puget Sound by implementing the Sound-wide Action Agenda; one component of this work is the development of Target Action Plans as locally led implementation plans. Over the course of several months in 2024, the ILIO Coordinator/DNR Manager, along with the Public Health Director, Lead Entity Coordinator, Environmental Health Manager, and OSS staff developed a Target Action Plan for OSS issues across Island County. Following this deliverable, the Environmental Protection Agency (EPA) issued one-time grant funds to the Puget Sound Partnership for equitable distribution to the various LIOs across Puget Sound, including Island County, to implement a component of their plans. The purpose of this agreement is to provide one-time funding for the ILIO implementation of the OSS Target Action Plan pilot. The proposed scope of work and associated funding for each task is as follows:</p> <ul style="list-style-type: none"> <li>• Task 1: Inventory and GIS mapping of OSS systems in order to target outreach and education to homes with OSS systems in floodplain, shoreline and critical areas. Create and distribute materials, hold workshops, and perform site visits to these homes. Research related regulations and develop a resiliency plan addressing the OSS systems that have been mapped in the shoreline, including proposing climate-friendly solutions. (\$146,400)</li> <li>• Task 2: Distribute assistance in the form of minigrants (\$500-\$5,000 each) to assist with repair, replacement, or maintenance of OSS systems in floodplain, shoreline, and other critical areas. (\$36,600)</li> </ul>
<b>Policy and Regulatory Context</b>	<p>The ILIO includes all of Island County, also known as Water Resources Inventory Area (WRIA) 6. The ILIO builds upon existing committees and watershed groups that are collectively responsible for actions related to the implementation of watershed focused programs and projects in Island County. Island County territory, as part of a functioning element of Puget Sound, has a long tradition of utilizing the strength of our citizens and volunteer groups to support recovery efforts. The intention of the ILIO is to build upon these existing structures and others within WRIA 6 to continue to support the work of those organizations. The ILIO coordinates process within to best identify and focus work moving forward by convening the ILIO Technical Committee and Executive Committees and ensuring coordination of efforts and resources across multiple entities working toward Puget Sound recovery. This OSS Target Action Plan pilot funding will be used to augment our Shore Friendly program as well as fulfill needs not currently met by the OSS team within Environmental Health.</p>

	<p><u>Equity Lens</u></p> <p>The ILIO works to bring together entities from across WRIA 6; committee members include tribal, military, private industry, local, state, and federal government, private citizens, and representatives of other interest groups.</p>
	<p><u>Climate Lens</u></p> <p>As part of the ILIO Year 2 workplan, the ILIO hosted the PSP Leadership Council's Local Forum in June of 2024. The focal theme of this was Sea Level Rise and the impacts of climate change, considerations for climate resiliency, and the specifics of sea level rise in our island community. This has developed into additional conversation and interest in supporting Island County's shoreline management.</p>
<b>Fiscal Impact</b>	<p>New contract funding amount of \$183,000 will be utilized between January 1, 2025, and June 30, 2027, to fund the Shore Friendly Coordinator position to complete the work outlined in the scope.</p>
<b>Recommendation</b>	<p>Accept contract and funding based on factors outlined in this Executive Summary.</p>



## Interagency Agreement

Agreement Number: 2024-

Title: Island County LIO On Site Sewage Systems (OSS) Action Plan Funding

This agreement is made and entered into pursuant to the Interlocal Cooperation Act, RCW 39.34, by and between the state of Washington, Puget Sound Partnership (PSP), and the below named agency, hereinafter referred to as "**CONTRACTOR**."

### CONTRACTOR INFORMATION

Island County  
PO Box 5000  
Coupeville, WA 98239-5000

### Project Manager

Jennifer Schmitz  
[j.schmitz@islandcountywa.gov](mailto:j.schmitz@islandcountywa.gov)  
(360) 679-7352

UBI: 151000298  
EIN: 916001321  
UEI: HP7FMXW2Y859  
Type:

Fiscal: Renee' Lohmann  
[r.lohmann@islandcountywa.gov](mailto:r.lohmann@islandcountywa.gov)

### PSP INFORMATION

PUGET SOUND PARTNERSHIP  
PO Box 40900  
Olympia, WA 98504

### Project Manager

Jason Lim  
[Jason.Lim@psp.wa.gov](mailto:Jason.Lim@psp.wa.gov)  
(360) 742-7434

### PURPOSE

The purpose of this agreement is to provide one-time funding for the Island Local Integrating Organization (ILIO) implementation of the On-site Sewage Systems (OSS; septic) Target Action Plan pilot.

### STATEMENT OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit B attached and incorporated herein.

In the event that the CONTRACTOR is a Sub-Recipient (grantee), Exhibit B shall describe the activities of the Sub-Recipient that are eligible for reimbursement under the award or sub-award.

### PERIOD OF PERFORMANCE

The period of performance under this agreement will be from January 1, 2025, through June 30, 2027. **No work shall commence under this agreement until it has been fully executed by both parties.**

### COMPENSATION AND PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed \$183,000 (One hundred eighty-three thousand dollars). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. CONTRACTOR'S compensation for services rendered shall be in accordance with the Budget & Billing Procedures attached as Exhibit C.

In the event that the CONTRACTOR is a Sub-Recipient, the total amount of the award or sub-award for reimbursable activities shall not exceed the above amount, also in accordance with the Budget & Billing Procedures attached as Exhibit C.

### FEDERAL FUNDING INFORMATION

This Contract includes federal funding ☒ Yes ☐ No

Use this language if its State matched funds but has federal requirements within SOW:

The Statement of Work in Exhibit B is included in a Federal work plan and therefore, this contract is subject to Federal Requirements in Exhibit A? ☒ Yes ☐ No

CONTRACTOR is a Sub-Recipient for purposes of this agreement ☒ Yes ☐ No

<b>CFDA #</b>	<b>CFDA Title</b>	<b>Federal Grant Award Number</b>	<b>Federal Grant Award Name</b>	<b>Federal Agency Name</b>
66.456	National Estuary Program Base and IS/SCI	CE-01J97401-0	Puget Sound Partnership National Estuary Program	Environmental Protection Agency

#### TERMS AND CONDITIONS

All rights and obligations of the parties to this contract shall be subject to and governed by the Terms and Conditions contained in the following exhibits, herein incorporated by reference. The contents of this Agreement include:

1. This contract cover sheet
2. Exhibit A – General Terms and Conditions
3. Exhibit B – Statement of Work
4. Exhibit C – Budget & Billing Procedures
5. Exhibit D - Lobbying Certification
6. Exhibit E – Sub-Recipient Federal Requirements (only if this is a Sub-Recipient contract)
  - Attachment 1- Federal Assurances Form 424B (Rev 4-2012)
  - Attachment 2- Federal Funding Accountability and Transparency Act Data Collection (FFATA form)

#### ORDER OF PRECEDENCE

In the event of an inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington Statutes and regulations
2. This Agreement/Contract, including Exhibit A, General Terms and Conditions
3. Exhibit B, Statement of Work and Exhibit C, Budget & Billing Procedures
4. Any other Exhibit or provision, term or material incorporated herein by reference or otherwise incorporated

#### ENTIRE AGREEMENT

This agreement, including referenced exhibits and any other provision, term or material expressly incorporated by reference, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

#### APPROVAL

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

This agreement is executed by the persons signing below, who warrant they have the authority to execute the agreement.

**Island County Board of County Commissioners**

**Puget Sound Partnership**

Jill Johnson  
BOCC Chair

Date

Brent Barnes  
Chief Operating Officer

Date



**EXHIBIT A -  
GENERAL TERMS AND CONDITIONS**

**Title:** Island County LIO On Site Sewage Systems (OSS) Action Plan Funding

**1. DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" means the Puget Sound Partnership (PSP) of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" means the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" means that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "DEBARMENT" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
- E. "EPA" means U.S. Environmental Protection Agency.
- F. "SUBCONTRACTOR" means one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- G. "SUB-RECIPIENT" means a non-Federal 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. Guidance on distinguishing between a subrecipient and a contractor is provided in 2 CFR §200.330. Subrecipient and contractor determinations.

**2. AMERICANS WITH DISABILITIES ACT (ADA)**

If the contract includes federal funding, the CONTRACTOR must comply with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance. The CONTRACTOR may also be required to comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

**4. AMENDMENT**

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

**5. ASSIGNMENT**

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

**6. ASSURANCES**

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

## **7. CONFIDENTIALITY**

Confidential information: The CONTRACTOR shall not use or disclose any information that is identified as such, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that state and local agencies are subject to chapter [42.56 RCW](#), the Public Records Act.

Personal Information (one form of confidential information): Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

## **8. CREDIT AND ACKNOWLEDGEMENT**

Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement CE-01J97401-0. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

## **9. DEBARMENT AND SUSPENSION**

CONTRACTOR, by signature to this Contract, certifies that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). CONTRACTOR shall comply with applicable federal agency debarment and suspension rules adopted pursuant to Office of Management and Budget guidance at 2 CFR Part 180, such as 2 CFR Part 1532 for the Environmental Protection Agency, which implement Executive Order 12549. CONTRACTOR acknowledges that failing to disclose the information required at 2 CFR 180.335 may result in the delay or negation of this contract, or pursuance of legal remedies, including suspension and debarment.

CONTRACTOR shall not award subcontracts or subawards to persons (individuals or organizations) listed on the Excluded Parties List located at [www.sam.gov/](http://www.sam.gov/). CONTRACTOR agrees to include the above requirements in all subcontracts into which it enters. The CONTRACTOR shall immediately notify AGENCY if, during the term of this Contract, CONTRACTOR becomes Debarred. AGENCY may immediately terminate this Contract by providing CONTRACTOR written notice if CONTRACTOR becomes Debarred during the term hereof.

## **10. DISALLOWED COSTS**

CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **11. DISPUTES**

In the event that CONTRACTOR is a state agency and a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter [43.17.330 RCW](#), in which event the Governor's process will control.

In the event that a dispute arises under this Agreement, and the CONTRACTOR is not a state agency, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable

Title: Island County LIO On Site Sewage Systems (OSS) Action Plan Funding  
statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

## **12. DUPLICATION OF BILLED COSTS**

The CONTRACTOR shall not bill the Agency for services performed under this contract, and the Agency shall not pay the CONTRACTOR if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

## **13. GEOSPATIAL DATA STANDARDS**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

## **14. GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

## **15. HOTEL MOTEL FIRE SAFETY ACT**

The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391, as amended by PL 105-85 in 1997), establishes a number of fire safety standards which must be met for hotels and motels. Pursuant to the Act, if applicable, and [15 USC 2225a](#) if any portion of this contract will be paid with federal funds, CONTRACTOR agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 105-85, as amended). CONTRACTOR may search the Hotel-Motel National Master List at: <https://apps.usfa.fema.gov/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

If necessary, the head of the Federal agency may waive this prohibition in the public interest.

## **16. INDEPENDENT CAPACITY**

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

## **17. INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act 17 U.S.C. § 101, et seq., and shall be owned by the AGENCY. Where federal funding is involved, the awarding federal agency may have a proprietary interest in patent rights to any inventions that are developed by the CONTRACTOR as provided in 35 U.S.C. §§ 200-212 and 37 CFR part 401 and retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

CONTRACTOR acknowledges that in accordance with 40 CFR 30.36 and 31.34, EPA has the rights to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act

Title: Island County LIO On Site Sewage Systems (OSS) Action Plan Funding as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or:
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

In the event the materials are not considered "works for hire" under the U.S. Copyright laws CONTRACTOR shall grant AGENCY, and any federal entity which provided federal funds used in this contract, retain a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Material which CONTRACTOR uses to perform the contract but is not created for or paid for by AGENCY is not "work made for hire"; however, CONTRACTOR grant the AGENCY a nonexclusive, royalty-free, irrevocable license to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display, provided that such license shall be limited to the extent which CONTRACTOR has a right to grant such a license to use this material for AGENCY internal purposes at no charge to AGENCY.

## **18. INTERNATIONAL TRAVEL (including Canada) – FOR FEDERAL FUNDED AGREEMENTS ONLY**

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your EPA Project Officer as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your EPA Project Officer listed on the front page of the Award Document

## **19. LIGHT REFRESHMENTS and/or MEALS**

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- 1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- 2) A description of the purpose, agenda, location, length and timing for the event; and,
- 3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

## **20. LOBBYING PROHIBITED**

- a. By signing this contract, CONTRACTOR agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, 31 U.S.C. § 1352, and 40 CFR Part 30 if applicable. CONTRACTOR shall include the language of this provision in subcontracts that exceed \$100,000 of federal funds and require all subcontractors to certify and disclose accordingly.

- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. No Federal appropriated funds shall be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- d. If this contract includes federal funds exceeding \$100,000, CONTRACTOR shall sign and submit to AGENCY Exhibit D, Attachment 2, PSP Certification Regarding Lobbying (based on EPA Form 6600-06 (Rev. 06/2008)). If CONTRACTOR signed and submitted the PSP Certification Regarding Lobbying form during the procurement process for this contract it is not necessary to resubmit the certification.
- e. If CONTRACTOR expends non-federal funds in any amount to lobby as detailed in a., above, CONTRACTOR shall complete and submit to Standard Form LLL (Rev. 4/2012), Disclosure of Lobbying Activity. The form can be found at:  
[http://www.epa.gov/ogd/AppKit/form/sflllin\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf).

## 21. LOBBYING AND LITIGATION

### a. All recipients

- i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

## 22. NONDISCRIMINATION

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

Title: Island County LIO On Site Sewage Systems (OSS) Action Plan Funding

- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

## **23. NONDISCRIMINATION and DISADVANTAGED BUSINESS ENTERPRISES**

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

## **24. PAYMENT TO CONSULTANTS**

EPA will limit its participation in salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipients' contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually, unless a greater amount is authorized by law. This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

All contracts between recipients and subrecipients and individual consultants are subject to the procurement standards in subpart D of 2 CFR part 200. Contracts or subcontracts with multi-employee firms for consulting services are not affected by the limitation described above, provided the contractor or subcontractor, rather than the recipient or subrecipient, selects, directs and controls individual employees providing consulting services.

As of January 1, 2024, the limit is \$91.95 per hour or \$735.60 per day.  
(Calculations: 2024 Level IV Executive Schedule annual pay = \$191,900 / 2087 = \$91.95 per hour or \$735.60 per day).

## **25. PROJECT APPROVAL**

The quality, extent and character of any and all work, deliverables and/or services to be performed under this agreement by the CONTRACTOR shall be subject to the review and approval of the AGENCY through the Project Manager or other designated official. In the event that the AGENCY determines, that any work, deliverable, and/or service performed by the CONTRACTOR is unsatisfactory, the AGENCY

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may withhold reimbursement for the unsatisfactory work performed by the CONTRACTOR or require that the CONTRACTOR remediate their work product to get it to the satisfaction of the AGENCY. Such approval and satisfaction not be unreasonably withheld. The Parties may agree in the Statement of Work to specific approval, acceptance, and/or remediation terms. If the Statement of Work is silent on this topic, the Disputes provision, above, will govern the resolution process.

## **26. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. CONTRACTOR shall retain such records for a period of six years following the date of final payment.

At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If this contract exceeds \$100,000 and any portion of the funding source is federal, the federal funding agency, the Comptroller General of the United States, or any duly authorized representatives shall have access to books documents, papers, and records of CONTRACTOR directly pertinent to this contract for purpose of making audits, examination, excerpts and transcriptions (40 CFR 30.48(d)).

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **27. RECYCLED PAPER**

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Sub-Recipient agrees to use recycled paper and double sided printing for all reports which are prepared as part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

## **28. RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any negligent act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

## **29. SEVERABILITY**

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

## **30. STATE GRANT CYBERSECURITY**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.



Title: Island County LIO On Site Sewage Systems (OSS) Action Plan Funding

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the AGENCY using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

### **31. SUBCONTRACTING**

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the agency for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts

### **32. TERMINATION DUE TO FUNDING**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions. Agency will reimburse CONTRACTOR for all expenses incurred, including non-cancelable expenses, up until the date of termination.

### **33. TERMINATION FOR CAUSE**

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

### **34. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for the performance rendered or costs incurred, including NON-CANCELABLE expenses, in accordance with the terms of this Agreement prior to the effective date of termination.

### **35. TREATMENT OF ASSETS**

- a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- c. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- d. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.



Title: Island County LIO On Site Sewage Systems (OSS) Action Plan Funding

- e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
- f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

### **36. UTILIZATION OF DIVERSE BUSINESSES**

The State of Washington works towards providing the maximum practicable opportunity for small and diverse businesses in the performance of all State contracts. Contractor shall use genuine efforts to utilize race- or gender-neutral means to allow opportunities for small and diverse businesses to participate in subcontracts, where participation opportunities are present. Contractor shall make genuine efforts to ensure all available business enterprises, including small and diverse businesses, have equal opportunity for participation which might be presented under this Agreement.

### **37. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

**EXHIBIT B -  
STATEMENT OF WORK**

**Title:** Island County LIO On Site Sewage Systems (OSS) Action Plan Funding

**PURPOSE**

The purpose of this agreement is to provide one-time funding for the Island Local Integrating Organization (ILIO) implementation of the On-site Sewage Systems (OSS; septic) Target Action Plan pilot.

The CONTRACTOR shall report in writing, delays, or adverse conditions that will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed by PSP to resolve the situation.

<b>Task</b>	<b>Task/Activities/Description</b>	<b>Deliverable/ Outcome</b>	<b>Due Date/ Timeframe</b>	<b>Payment Information and/or Amount</b>
<b>1</b>	<b>Project Management and Technical Assistance</b>			<b>\$146,400</b>
a	Project management and admin services (e.g. billing and check-in meetings).	1. Submit quarterly invoices and progress reports 2. Online project check-in meetings every two months.	January 1, 2025 – June 30, 2027	<b>\$146,400</b>
b	Inventory and GIS mapping of OSS systems in floodplain, shoreline, etc. that are vulnerable to sea level rise (SLR) using SLR projections	1. GIS data layers/maps	By December 31, 2025	
c	Research related regulations and develop a resiliency plan addressing the OSS systems that have been mapped, including proposing climate-friendly solutions.	1. Draft resiliency plan	January 1, 2026 – June 30, 2027	
d	Homeowner Outreach and Education	1. Outreach materials 2. Workshops/community events (min. 2 per year)	January 1, 2025 – June 30, 2027	
<b>2</b>	<b>Task 2 Description</b>			<b>\$36,600</b>
a	Homeowner Assistance Minigrants	Distribute assistance in the form of reimbursement minigrants (\$500-\$5,000 each) to assist with repair, replacement, or maintenance of OSS systems in the floodplain, shoreline, and other critical areas.	January 1, 2025 – June 30, 2027	<b>\$36,600</b>
<b>Total Maximum Amount</b>				<b>\$183,000</b>

**PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE**

**Staffing Requirements:** The PSP Executive Director or designee must approve project personnel changes.

**EXHIBIT C -**  
**Budget & Billing Procedures**

**Title:** Island County LIO On Site Sewage Systems (OSS) Action Plan Funding

CONTRACT: 2024-XX									
PROJECT TITLE: Island County LIO On Site Sewage Systems (OSS) Action Plan Funding									
				TASK 1		TASK 2		TOTAL	
				Project Management and Technical Assistance		Homeowner Assistance Minigrants			
	Job Classification	UNIT	RATE	UNITS	COST	UNITS	COST	UNITS	COST
SALARY COST	LIO Coordinator	HR	\$68.00	60	\$ 4,080.00	0	\$ -	60	\$ 4,080.00
	Shore Friendly Coordinator	HR	\$52.00	1735	\$ 90,220.00	0	\$ -	1735	\$ 90,220.00
		HR	\$0.00	0	\$ -	0	\$ -	0	\$ -
		HR	\$0.00	0	\$ -	0	\$ -	0	\$ -
		HR	\$0.00	0	\$ -	0	\$ -	0	\$ -
		HR	\$0.00	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL SALARY</b>				<b>1,795</b>	<b>\$ 94,300.00</b>	<b>-</b>	<b>\$ -</b>	<b>1,795</b>	<b>\$ 94,300.00</b>
BENEFITS	LIO Coordinator	HR	38%		\$ 1,550.40		\$ -		\$ 1,550.40
	Shore Friendly Coordinator	HR	35%		\$ 31,577.00		\$ -		\$ 31,577.00
		0 HR	0%		\$ -		\$ -		\$ -
		0 HR	0%		\$ -		\$ -		\$ -
		0 HR	0%		\$ -		\$ -		\$ -
		0 HR	0%		\$ -		\$ -		\$ -
<b>TOTAL BENEFITS</b>				<b>-</b>	<b>\$ 33,127.40</b>	<b>-</b>	<b>\$ -</b>	<b>0</b>	<b>\$ 33,127.40</b>
<b>OVERHEAD or INDIRECT</b>			<b>15%</b>		<b>\$ 14,145.00</b>				<b>\$ 14,145.00</b>
OTHER DIRECT COSTS (ODC)	Trainings (registration costs, etc.)		\$ -		\$ 1,750.00		\$ -		\$ 1,750.00
	Reimbursements		\$ -		\$ -		\$ 36,600.00		\$ 36,600.00
			\$ -		\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -		\$ -
<b>Total ODCs</b>					<b>\$ 1,750.00</b>		<b>\$ 36,600.00</b>		<b>\$ 38,350.00</b>
SUPPLIES	costs, event facilitation materials, etc.		\$ -		\$ 2,477.60		\$ -		\$ 2,477.60
			\$ -		\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -		\$ -
<b>TOTAL SUPPLIES</b>					<b>\$ 2,477.60</b>		<b>\$ -</b>		<b>\$ 2,477.60</b>
SUBCONTRACTS			\$ -		\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -		\$ -
<b>TOTAL SUBCONTRACTORS</b>					<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
TRAVEL EXPENSES	Motor Pool		\$ -		\$ 200.00		\$ -		\$ 200.00
	Ferry tickets x \$25 x 16		\$ -		\$ 400.00		\$ -		\$ 400.00
			\$ -		\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -		\$ -
<b>TOTAL TRAVEL</b>					<b>\$ 600.00</b>		<b>\$ -</b>		<b>\$ 600.00</b>
<b>TOTAL COSTS</b>					<b>\$ 146,400.00</b>		<b>\$ 36,600.00</b>		<b>\$ 183,000.00</b>

## BILLING PROCEDURES

The AGENCY shall reimburse the CONTRACTOR upon review and approval of work performed under the scope of this agreement and receipt of properly completed reimbursement requests.

THE AGENCY will pay for work and expenses that occurred within the period of performance. The AGENCY reserves the right to withhold 10% of the payment under each reimbursement request until satisfactory completion of the project. Such satisfaction not be unreasonably withheld.

Payment may be withheld if required work, services, progress reports and/or deliverables are not submitted to the satisfaction of the AGENCY. Such satisfaction not be unreasonably withheld.

The AGENCY may terminate the agreement if the CONTRACTOR fails to comply with any term or condition of this contract.

The AGENCY will pay indirect costs as approved in the budget. The CONTRACTOR may be required to submit a copy of their current federally approved indirect cost rate.

The CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, lodging and subsistence necessary during periods of required travel at the current state reimbursement rates (<http://www.ofm.wa.gov/resources/travel.asp> ).

If the CONTRACTOR expends more than the amount of the AGENCY funding in this agreement in anticipation of receiving additional funds from the AGENCY, it does so at its own risk. The AGENCY is not legally obligated to reimburse the CONTRACTOR for costs incurred in excess of the AGENCY's approved budget.

The CONTRACTOR **must** submit a monthly invoice voucher or equivalent document to the AGENCY by the 20th of each month for the previous month's billing (e.g. March invoice to be submitted by April 20<sup>th</sup>) **UNLESS** the agreement has been identified as a "deliverable-based" contract with specific due date or special conditions that has been approved by the PSP Project Manager. Contractors must submit invoices within 30 days after the month of completion of deliverables to the PSP Project Manager for "deliverable-based" contracts. Payment for approved goods and/or services will be made by check, warrant or electronic fund transfer (EFT) within 30 days of receipt of the invoice. The CONTRACTOR must submit invoices for all work done within a fiscal year 30 days after the end of the fiscal year. Invoices shall be paid within 30 days after the final invoice has been submitted.

## BILLING CONDITIONS:

All Subrecipients/Contractors must submit any budget changes to PSP for sufficient processing time of any amendment execution between PSP and the Contractor/LIO. If information provided does not allow for sufficient processing time, PSP will not adjust or pay for any invoices or billing over the 10% of the total amount listed for each task or subtask even if the added total amounts for those tasks/subtasks does not exceed the total budget.

## BILLING DETAIL

Each invoice voucher or equivalent document submitted to the AGENCY by the CONTRACTOR must include all necessary information for the AGENCY to verify all expenditures. At a minimum, the CONTRACTOR shall specify the following:

1. The PSP contract/agreement number.
2. The time-period during which the services were performed.
3. A description of purchases, work and services performed.
4. Total invoice amount.

5. Expenditure detail based on the approved budget. Supporting documentation must include the same level of detail as the approved budget, such as:
  - a. Task Number
  - b. Budget category (personnel, goods/services, subcontractors)
  - c. Number of hours billed, if applicable and
  - d. Hourly rate, if applicable.
6. A receipt must accompany any single expense in the amount of \$50.00 or more.
7. If match is required:
  - a. match requirement met during the billing period, and
  - b. cumulative match requirement met
8. A progress report describing the deliverables completed during the reimbursement request period.

The AGENCY shall not process payments if the CONTRACTOR fails to submit the required documentation.

Submit reimbursement requests to:

*Puget Sound Partnership  
Fiscal Unit  
PO Box 40900  
Olympia, WA. 98504*

*Submit all invoices electronically to [pspfiscal@psp.wa.gov](mailto:pspfiscal@psp.wa.gov)*

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed reimbursement request.



## Exhibit D

PSP Agreement # \_\_\_\_\_

### CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned 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 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, 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 agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature and Date of Authorized Representative

PSP form (rev 8/2013) based on EPA form 5500-06 (Rev. 06/2008) Previous editions are obsolete

## **EXHIBIT E**

### **Puget Sound Partnership SUB-RECIPIENT FEDERAL REQUIREMENTS**

**Title:**

#### **1. INTRODUCTION**

This Exhibit E contains provisions that are not listed on OMB Standard Form 424B (Rev 4-2012). These provisions apply only to Sub-recipients.

#### **2. AUDIT REQUIREMENTS**

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

#### **3. COST PRINCIPLES/INDIRECT COSTS FOR STATE AGENCIES**

GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award.

In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements", if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

#### **4. CIVIL RIGHTS OBLIGATIONS**

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

#### **5. CYBERSECURITY CONDITION**

The subrecipient(s) must comply with the recipient's requirements (section (b) (1) – EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure) if the subrecipients network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

#### **6. NON DISCRIMINATION AND DISADVANTAGED, MBE, WBE BUSINESS ENTERPRISES ADDITIONAL REQUIREMENTS**

CONTRACTOR agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement, contained in 40 CFR, Part

33. CONTRACTOR shall include the following provision in all subcontracts involving use of federal funds:

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

## **7. DRUG FREE WORKPLACE**

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

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

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipient can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.

## **8. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS**

- a. In order to comply with the FFATA, the Sub-Recipient shall complete the FFATA Data Collection Form (FFATA Data Collection Form, Exhibit E, Attachment 2) and return it to the AGENCY. The AGENCY will report basic agreement information, including the required UEI number, for all federally-funded agreements at [www.fsr.gov](http://www.fsr.gov). The new 12-digit alphanumeric identifier is provided by SAM.gov registration to all entities who register to do business with the federal government (including the existing entities). This is the identifier which is replacing the use of the DUNS number.
- b. To comply with the act and be eligible to enter into this contract, your organization must have a Unique Entity Identifier (UEI) number. A UEI number provides a method to verify data about your organization. If you do not already have one, you may receive a UEI number by logging into [www.SAM.gov](http://www.SAM.gov) and if required, complete an entity registration.
- c. Any sub-recipient that meets each of the below criteria must also report compensation for its five top executives, using AGENCY's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form if the sub-recipient meets the following criteria:
  - Receives more than \$25,000 in federal funds under this award.
  - Receives more than 80 percent of its annual gross revenues from federal funds.
  - Receives more than \$25,000,000 in annual federal funds.
  - The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.

See [www.fsr.gov](http://www.fsr.gov) for details of this requirement. If your organization falls into this above category, you must report the required information to AGENCY.



## **9. GEOSPATIAL DATA STANDARDS**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

## **10. INTERNATIONAL TRAVEL (Including Canada)**

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

## **11. LEP (Limited English Proficiency) Title VI**

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

[http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004\\_register&docid=fr25jn04-79.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf).

In accepting this contract, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA/PSP that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations. For example, if CONTRACTOR's responsibilities under this contract include gathering public input on an environmental issue, CONTRACTOR's communication with the public should attempt to minimize barriers that interfere with the ability of LEP persons to meaningfully participate.

## **12. MANAGEMENT FEES**

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

## **13. PEER REVIEW**

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

#### **14. REIMBURSEMENT LIMITATION**

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

#### **15. SEMI-ANNUAL AND ANNUAL PERFORMANCE REPORTS**

The Sub-recipient shall submit performance reports during the life of the project, as specified in the statement of work or work plan developed under this contract.

In addition to the periodic performance reports, the recipient shall submit a final performance report, which is due 90 calendar days after the expiration or termination of the award, or as specified in the work plan or statement of work. The report shall be submitted to the PSP Project Officer and may be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the PSP Project Officer may waive the requirement for a final performance report if the PSP Project Officer deems such a report is inappropriate or unnecessary.

#### **16. SIX GOOD FAITH EFFORTS, 40 CFR, PART 33, SUBPART C**

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

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

#### **17. SUB-AWARDS**

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

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

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

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

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

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

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

#### **19. UNLIQUIDATED OBLIGATIONS (ULO)**

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

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back



## 424B (Rev 4-2012) Federal Funding Accountability and Transparency Act Data Collection Form

This award is supported by Federal Funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how Federal Funds are spent. To comply with the act and be eligible to receive this award, your organization must have a Unique Entity Identifier (UEI) number. If you do not already have one, you may receive a UEI number free of at [www.SAM.gov](http://www.SAM.gov) and if required, complete an entity registration.

The Puget Sound Partnership (PSP) also encourages registration with the System for Award Management (SAM) to reduce data entry by both PSP and your organization. You may register with SAM Free of Charge at [www.sam.gov](http://www.sam.gov). Information about your organization and this grant will be reported by PSP to the Federal government as required by P.L 109-282. This information will then be made available to the public by the Federal Government on [www.USASpending.gov](http://www.USASpending.gov).

### Subrecipient

1. Legal Name		2. UEI Number	
3. Principle Place of Performance			
3a. City		3b. State	
3c. Zip +4		3d. Country	
4. Are you registered in SAM? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, skip to signature block. Sign, Date & Return			
5. In the preceding fiscal year, did your organization:			
a. Receive 80% or more of annual gross revenue from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND			
b. \$25,000 or more in annual gross revenues from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND			
c. Receives more than \$25,000,000 in annual federal funds.			
d. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.			
<input type="checkbox"/> No – skip to signature block. Sign, Date, & Return			
<input type="checkbox"/> Yes – you must report the names and total compensation of the top 5 highly compensated officials of your organization			
Name of Official		Total Compensation	
1.		\$	Annually
2.		\$	Annually
3.		\$	Annually
4.		\$	Annually
5.		\$	Annually
NOTE: Total compensation for the purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock; stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.			
By signing this document, the Authorized Representative attests to this information			
Signature of Authorized Representative		Date	Printed Name of Authorized Representative



**ISLAND COUNTY PUBLIC WORKS**

**WORK SESSION AGENDA**

**MEETING DATE: 11/13/2024**

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

**From: Fred Snoderly, Director**

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**Amount of time requested for agenda discussion. 15 minutes**

**DIVISION: Parks**

**Agenda Item No.: 1**

**Subject: Change Order for Island County Parks Shop Repair and Renovation Project**

**Description:** Island County Parks staff and Valdez Construction have recommended changes to the project. The first change consists of a complete reroof of the building with upgraded insulation. The second will be for a ductless heat pump to better regulate heating conditions in the office/break/locker room. The third will upgrade the electrical system to accommodate the heat pump, transfer fan, and future needs. The total cost of the change order will be \$35,069.67. This amount takes into consideration credits for changes to the insulation and roofing in the original contract.

**Attachment: Memorandum, Valdez Construction Change Order Proposal # 01**

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

*(continued next page)*

**DIVISION: Solid Waste**

**Agenda Item No.: 2**

**Subject: Solid Waste Long Haul Transportation and Disposal Services**

**Description:** The current contract for solid waste transportation and disposal services expires on December 31, 2024. Notice of a Request for Proposals for service provision was published, proposals were received, and interviews were conducted. Proposals were ranked according to stated evaluation criteria, and Republic Services has been selected as final recommendation for award of contract.

**Attachment: Memorandum, Republic Services Correspondence, Contract for Solid Waste Long Haul Transportation and Disposal Services**

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

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

**IT Review:** Not Applicable

**Budget Review:** Complete

**P.A. Review:** Complete

**DIVISION: Solid Waste**

**Agenda Item No.: 3**

**Subject: Camano Island Recycling Services Contract**

**Description:** The current contract for Camano Island recycling services expires on December 31, 2024. Notice of a Request for Proposals for service provision was published, proposals were received, and interviews were conducted. Proposals were ranked according to stated evaluation criteria, and Waste Management of Washington, Inc. has been selected as staff recommendation for award of contract.

**Attachment: Memorandum, Recycling Services 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:** Complete

**P.A. Review:** Complete

*(continued next page)*



**DIVISION: County Roads**

**Agenda Item No.: 4**

**Subject: Local Agency Agreement for Non-Standard Guardrail Replacement Project,  
Camano Island - JL 00436-0703**

**Description:** WSDOT Local Agency Agreement covers Federal Funding for the Preliminary Engineering Phase of Non-Standard Guardrail Replacement Project, Camano Island.

**Attachment: Memorandum**

**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



## Island County Public Works

*Fred Snoderly, Director*

*James Sylvester, Assistant Director*

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

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

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

### MEMORANDUM

November 13, 2024

TO: Board of County Commissioners – Island County

FROM: James Sylvester – Assistant Director

RE: Island County Parks Shop Repair and Renovation Project

Public Works Department would like to discuss potential changes in our Parks Shop Repair and Renovation Project with the Board of Island County Commissioners. The parks department had an assessment done of their shop in 2023 to identify deficiencies. We went out for bids and awarded the project to Valdez Construction at Consent Agenda on August 13<sup>th</sup>, 2024, for \$132,211.83.

Pre-construction inspections by Parks staff and Valdez Construction revealed more leaks in the roof, mold damage, electrical and heating issues that were not found in the original assessment. It was determined that the entire roof would need to be replaced and repairs to the electrical system would need to be completed before internal building improvements should move forward. At that time, we also reduced the insulation and heated area to half the building, reducing the insulation costs by \$15,160.00.

The change order from Valdez Construction for the increased costs is \$35,069.67. This includes the costs of a new metal roof, electrical, and heating upgrades as well as a credit on the original insulation and metal trim work.

Moving forward.

Option 1 – Approve change order for \$35,069.67.

Option 2 – Remove heat and electrical upgrades. Change order approximately \$21,323.00.

Option 3 – Renegotiate original contract removing items as necessary to remain within allotted budget.

Island County Parks recommends Option 1. This will complete renovations to the shop without the need for future projects. It will upgrade the electrical to current codes. It will replace damaged insulation, reduce the heated space, and upgrade to an environmentally friendly heat pump in the office /locker room. These upgrades in the heating system will allow us to heat the locker room without heating the entire shop and reduce the amount of propane gas required.

**Island County Public Works***Fred Snoderly, Director**James Sylvester, Assistant Director*1 NE 7<sup>th</sup> Street, Coupeville, WA 98239 | [www.islandcountywa.gov](http://www.islandcountywa.gov)

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

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

November 13, 2024

TO: Board of Island County Commissioners

FROM: James Sylvester, Assistant Public Works Director

RE: **Solid Waste Long Haul Transportation and Disposal Services Contract**

The current contract for solid waste transportation and disposal services expires on December 31, 2024. Notice of a Request for Proposals (RFP) for service provision was published on March 20, 2024. Proposals were due by June 14, 2024. Two proposals were received, as submitted by Waste Management Disposal Services of Oregon, Inc. and Regional Disposal Company-DBA Republic Services. Interviews were conducted. Proposals were then scored according to cost of services; prior experience; management capability; schedule availability; financial resources and stability; nature of proposed facility; system reliability; performance standards for facility; compatibility with existing service facilities; project performance guarantees; technical expertise; enforcement provisions; environmental protection measures; consistency with comprehensive solid waste management plan; risk allocation; and as further described and provided in the RFP.

In summary, both Waste Management and Republic Services are experienced, credible, capable and well regarded service providers, and scored highly in all evaluation criteria. Regarding cost, proposed per ton landfilling disposal costs and per haul transportation costs were applied to total 2023 tonnages and hauls, and each proposal was considered. Waste Management proposed costs represented a 41.1% increase over current expenditures; Republic Services proposed costs represented a 36.6% increase. Republic Services annual costs were assessed at \$207,040 less than costs as proposed by Waste Management. Overall, Republic Services has been selected for award of contract.

The cost increase is, to a significant degree, due in part to the last 18 years of contracted annual inflation adjustments for disposal being applied at only 70% of the Consumer Price Index, and transportation at only 95% of the Consumer Price Index. With rates now catching up with costs, it is estimated that the current inflation adjusted January 1, 2025 Island County solid waste tipping fee will require an increase of 16%. This translates to an increase of 22% over the 2024 tipping fee, and compares to the 2024 Skagit County increase of 30%.



October 24, 2024

Dear Commissioners, thank you for considering our bid and retaining our services. We appreciate your partnership and the opportunity to serve your community. We understand that this price increase seems large, especially as a one-year increase. However, the increase is a result of factors from a culmination of multiple years and circumstances. The industry has changed dramatically in the last four years and the cost of doing business has skyrocketed. This is represented in our proposed increases and the even higher cost in the proposed increases of our competitor. The costs of steel, rail expenses, labor and fuel are just some of the reasons costs have gone up dramatically.

The effects of the pandemic on inflation for this industry hit in multiple places. There was a shortage of CDL drivers across the Country and State and that scarcity increased the cost of transportation. Fuel increases have also been significant plus our lease costs at our intermodals have increased. Labor costs, in order to retain our workforce increased. The availability of new equipment and parts was at stand still, with supply chain shortages that drove the prices of equipment and parts, to an all-time high. The cost of our rail containers alone, more than doubled, and we waited almost two years for them.

Also, it's important to note your contract only has a 70% CPI annual increase, which had not been keeping up with inflation even before the pandemic. We did try to negotiate this to 100% CPI for Water Sewer Trash(WST) six years back which would have mitigated this type of large increase. This is common and helps keep rates on pace with expenses. For many years WST has been between 3 and 4% very similar to actual costs of the industry. CPI (All items), however, only recently skyrocketed to 9% but during the term of our contract has been lower than 1%, well below our annual. Our contract currently has not been meeting costs increases for some time, and therefore needs to be reset to cover the industry changes.

Please note there was a discussion in your meeting about our new Polymer center and whether that effected your costs at the County. In your case we do not manage recycling on the Island and this facility has no impact on your community. However, Republic Services investment in the Polymer Center does not affect customer cost and was a choice we made to meet the recycling demands of the industry and to help hit our Sustainability goals.

I hope this gives more clarity to the inflationary drive of the price increase. Our bid came come in about 5% lower than our competitors and we are doing the best we can to keep our prices reasonable and work with our municipalities. Thank you again, for the opportunity to serve your community.

We are available for any additional questions. Thank you, Pinky.

**Pinky Vargas**

Municipal Relationship Manager

Washington and British Columbia Post Collection

c 206-747-2389

e [pvargas@republicservices.com](mailto:pvargas@republicservices.com)

w [www.republicservices.com](http://www.republicservices.com)

**CONTRACT**  
**SOLID WASTE LONG HAUL TRANSPORTATION AND DISPOSAL**  
**ISLAND COUNTY, WASHINGTON**

THIS CONTRACT (the "Contract" or "Agreement") is made by and between Island County, a political subdivision of the State of Washington (the "County") and Regional Disposal Company, DBA Republic Services (the "Contractor"), pursuant to Island County Resolution #2024 \_\_\_\_\_ and RCW 36.58. The County and the Contractor may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties." In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**ARTICLE 1            DEFINITIONS**

For the purposes of this Contract and the Contract Documents, the following terms shall have the following meanings when they are used with initial capitalization:

- 1.1     "Acceptable Waste" means Solid Waste excluding Unacceptable Waste.
- 1.2     "Addenda" means written or graphic documents issued by the County that clarify, correct or change the Contract Documents.
- 1.3     "Business Day" means any day, Monday through Friday, from 8:30 AM, Pacific Time until 4:30 PM, Pacific Time, which is not a holiday designated as such in the Contract.
- 1.4     "Chassis" means a Tractor-drawn trailer that conforms to the Contract and is designed for over-the-road Transport of a Loaded or empty demountable Container.
- 1.5     "City" or "Cities" means those incorporated cities or towns in Island County that participate in the Island County Comprehensive Solid Waste Management Plan through execution of an interlocal agreement between the County and incorporated cities or towns in Island County for Solid Waste Management.
- 1.6     "Closed Top Container" means any fully enclosed Container equipped with rear doors that conforms to the specifications of this Contract and is designed for trucking or rail shipment.
- 1.7     "Collect" means the act of accepting and removing Acceptable Waste from the

generator for Transport.

- 1.8**     "Compacted Container" means a Container Loaded with Solid Waste that has been crushed or compressed in a hydraulic compactor at a County Transfer Station.
- 1.9**     "Comprehensive Solid Waste Management Plan" means the County's Comprehensive Solid and Moderate Risk Waste Management Plan adopted in accordance with Chapter 70.95 RCW.
- 1.10**    "Consumer Price Index" or "CPI" means the Consumer Price Index computed by the United States Department of Labor, Bureau of Labor Statistics, CUUR0000SEHG for Water and Sewer and Trash Collection Services, not seasonally adjusted, or a successor index produced by the United States government, or as subsequently mutually agreed.
- 1.11**    "Construction, Demolition and Land-clearing Waste" (CDL Wastes) means any recyclable or non-recyclable Waste that results from construction, remodeling, repair or demolition of buildings, roads, or other structures, or from land-clearing for development, and that is removed from the site of construction, demolition or land clearing.
- 1.12**    "Container" means a Closed Top Container or Open Top Container conforming to, but not limited to, Section 6.3 of the Contract.
- 1.13**    "Contract", "Contract Documents", and/or "Agreement" are synonymous and mean the combination of all of the following:
- (A)     This Contract, and all duly authorized and executed amendments thereto;
  - (B)     The performance bonds, letters of credit or other financial guarantees required by the Contract;
  - (C)     All exhibits and attachments to the Contract;
  - (D)     Request for Proposals (RFP) as issued pursuant to RCW 36.58., the enabling Island County Resolution, and the Contractor's response(s) thereto;
  - (E)     Any and all duly authorized Addenda to the Contract;
  - (F)     Any and all duly authorized and executed change orders or modifications of

the foregoing documents agreed to by the parties in the manner prescribed by the Contract unless otherwise designated for informational or bid evaluation purposes only.

- 1.14** "County System" means the Solid Waste handling system operated by Island County, in accordance with applicable contractual agreements, laws, rules, regulations, and the current approved Comprehensive Solid Waste and Moderate Risk Waste Management Plan.
- 1.15** "County Transfer Station" means any Facility used by County as part of the Comprehensive Solid Waste Management Plan where Solid Waste is accepted from Persons and loaded into Containers for Transport to a Disposal Site.
- 1.16** "Customer" means (i) the County, (ii) City or Cities, or (iii) other person required by County Code to utilize the County System.
- 1.17** "Dispose" or "Disposal" means all work, services or operations performed by the Contractor pursuant to this Contract on or after the time that Solid Waste enters the boundaries of Contractor's Disposal Site pursuant to this Contract.
- 1.18** "Disposal Services Fee" means the per ton fee for Disposal provided by Contractor.
- 1.19** "Disposal Site" means the landfill used by the Contractor for the final treatment, utilization, processing, or deposition of any Solid Waste received under this Contract.
- 1.20** "Facility" or "Facilities" means all real and personal property necessary for the Contractor to fulfill its obligations under this Contract, including but not limited to, all vehicles, equipment, fixtures, and improvements used in Receiving, Transporting, and Disposing of Solid Waste, that are owned, leased, operated, or used by the Contractor or the County to carry out the provisions of this Contract.
- 1.21** "Hazardous Waste" means any Solid Waste that is either expressly subject to regulation as "hazardous waste" or is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by the United States Environmental Protection Agency, the Washington State Department of Ecology or, if the Solid Waste is Received, Transported or Disposed outside the State of Washington, any other applicable state or federal agency and now or hereafter.
- 1.22** "Load" or "Loaded" means the process by which, and the status of a Container after which, Solid Waste is placed inside a Container and prepared for Transport.

- 1.23 "Open Top Container" means any Container that is open on top and equipped with a tarp or cover system that conforms to the specifications of this Contract and is designed for trucking or rail shipment.
- 1.24 "Person" or "Persons" means, without limitation, any individual, firm, corporation, association, partnership, consortium, joint venture, entity, government agency or unit of local government.
- 1.25 "Project" means any and all matters and things that the Contract requires to be done, kept, performed and furnished by the Contractor and by the County, respectively.
- 1.26 "Receiving" means all work, services or operations performed by the Contractor pursuant to this Contract to accept Containers at the Receiving Facility for Transport and Disposal pursuant to this Contract.
- 1.27 "Receiving Facility" means a Facility at which the Contractor accepts Loaded Containers (typically, a permitted solid waste transfer station).
- 1.28 "Receiving Services and Transport Services Fee" means the per haul fee for Receiving and Transport provided by Contractor.
- 1.29 "Recycling" means transforming or remanufacturing Solid Waste materials into usable or marketable materials for use other than for landfill disposal or incineration. Recycling does not include collection, compacting, repackaging, and sorting for the purpose of Transport.
- 1.30 "Representative" means the authorized representative of the County or the Contractor designated in accordance with Article 5.
- 1.31 "Residual Recycling Waste" means Solid Waste generated during the processing of Recyclable Materials.
- 1.32 "Security Seal" means a lead-and-wire seal, or similar nonreusable closure, installed on a Loaded Container for protection against undetectable access, removal, adjustment or unauthorized use that must be broken to open that Container.
- 1.33 "Solid Waste" means Solid Waste as defined and used by Washington Administrative Code WAC 173-350, *Solid Waste Handling Standards*.
- 1.34 "State/Local Solid Waste Handling Fee" means a governmentally-imposed fee, tax, surcharge or similar charge on Solid Waste handling services, including but not limited to Receiving, Transport and Disposal services; the term does not include federally-



imposed fees, taxes, surcharges or other charges levied equally on Solid Waste Receiving, Transport and Disposal in all states.

- 1.35** "Surety" means the Person approved by the County to provide a cash bond, performance bond, letter of credit or other financial guarantee required guaranteeing or providing the funds to guarantee performance of the Contractor's obligations under this Contract; the surety must be licensed to conduct business in Washington and included on the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570, as amended, by the Audit Staff Bureau of Accounts, United States Treasury Department.
- 1.36** "Tipping Fee(s)" means the per ton and per haul fees paid by the County to the Contractor for Solid Waste accepted by the Contractor at the Receiving Facility, Transported from the Receiving Facility to the Disposal Site, and Disposed at the Disposal Site, as more fully described in Article 8.
- 1.37** "Tractor" means a vehicle used to move Containers.
- 1.38** "Transport" or "Transportation" means but is not limited to the storage, handling, loading, unloading, and movement of Containers under this Contract (by intermodal container, truck, railroad, and/or other means).
- 1.39** "Unacceptable Waste" means:
- (A) Solid Waste that may not be Disposed at the Disposal Site under state or federal law, regulation, rule, code, permit or permit condition;
  - (B) Solid Waste that is restricted from acceptance at County owned and operated Solid Waste Facilities in accordance with applicable law; or
  - (C) any other Solid Waste that the County Representative and Contractor Representative have agreed in writing to exclude from Acceptable Waste.
- 1.40** "Uncompacted Container" means a Container containing Waste that has not been crushed or compressed in a hydraulic compactor.
- 1.41** "Uncontrollable Circumstances" means to the extent that the occurrence of a riot, war, civil disturbance, insurrection, act of terrorism, or epidemic delays the Contractor from performing any of its obligations under this Contract and no alternative means for the services under this Contract is available. Uncontrollable Circumstances shall not include to the extent the occurrence of a riot, war, civil disturbance, insurrection,

act of terrorism, pandemic or epidemic does not delay the Contractor from performing any of its obligations under this Contract. Uncontrollable Circumstance shall not include any other events or circumstances such as, but not limited to, labor shortage or dispute, strikes, slowdowns, walkouts, lockouts, industrial disturbances or other disputes involving the Contractor's employees; changes in the Contractor's costs for performance under this Contract; economic changes; or slowdowns or shutdowns of Transport systems, including but not limited to railroads and other thoroughfares.

## **ARTICLE 2            GENERAL PROVISIONS**

### **2.1      Governing Law; Venue**

This Contract shall be governed by the laws of the State of Washington. The venue of any action arising out of this Contract shall be in the Superior Court of the State of Washington, in and for Island County.

### **2.2      Complete Contract**

The Contractor was selected as provided pursuant to Island County Resolution # R2024\_\_\_\_\_ in accordance with RCW 36.58. (the County's "RFP"). The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Contract, the RFP, and the Contractor's response, this Contract shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

### **2.3      Conflicts between Attachments and Text**

Should any conflicts exist between any exhibit, attachment, or schedule and the text or main body of this Contract, the text or main body of this Contract shall prevail.

### **2.4      Severability**

If any Contract provision is void, invalid or unenforceable under any applicable law, the remaining provisions of the Contract shall remain in effect and bind the parties; however, the parties shall negotiate in good faith to amend the Contract to effectuate the intent of any void, invalid or unenforceable provision, if permissible under applicable law.

### **2.5      Time is of the Essence**

Time is of the essence of this Contract. The County's or Contractor's failure to object to a breach of any Contract provision is not, and shall not, be construed as a waiver of that provision. The payment or acceptance of compensation subsequent to any breach is not, and shall not, be deemed an acceptance of that breach. Any waiver must be in writing.

### **2.6      Construction of Terms**

Unless otherwise specified in the Contract, words describing material or work that have a well-known technical or trade meaning shall be construed in accordance with the well-known meaning generally recognized by Solid Waste professionals, engineers and trades.

## **2.7 Access**

The County shall have the right and unlimited access to inspect any or all of the Contractor's and subcontractor's operations, Facilities or records related to this Contract; however, the County's access to records under this Section shall be subject to the provisions of Section 2.17. The County shall have access to operations and Facilities under this Section during all normal business hours or when there is activity of any kind at those operations or Facilities.

## **2.8 No Third Party Beneficiaries**

This Contract is entered into by the County in its governmental capacity and is not intended to nor does it create any third party beneficiary or rights in any private Person. This Contract does create certain rights in the Cities with respect to the Contractor but those rights may be exercised only by and through the County.

## **2.9 Personal Liability**

This Contract is not intended to create or result in any personal liability for any public official or County employee or agent, nor shall the Contract be construed to create that liability.

## **2.10 Comprehensive Contract**

All services that are necessary to complete and carry out the terms of the Contract as described in the Contract Documents shall be considered part of the Contract and the Contractor shall perform or provide for the services without extra compensation unless otherwise expressly stated in the Contract Documents.

## **2.11 Subsidiary Contracts**

No agreement between the Contractor and its subcontractors, officers, employees or agents, including any agreement relating to the use, lease, operation or ownership of the Disposal Site and other Facilities, shall prevent, and the Contractor hereby represents and warrants that no such agreement prevents, either expressly or as the practical effect thereof, the Contractor from performing its obligations under this Contract.

## **2.12 Notices**

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:

Island County Public Works Department  
Attn: Jeff Hegedus, Solid Waste Division Manager  
1 NE 7<sup>th</sup> Street  
Coupeville, Washington 98239

If to the Contractor:

Republic Services  
Attn: Jeff Barcenas, General Manager  
7739 1<sup>st</sup> Avenue South  
Seattle, WA 98108

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

### **2.13 Article, Section and Subsection References**

Any Articles, Sections or subsections mentioned in this Contract by number only without reference to another document refer to the Articles, Sections and subsections contained in this Contract.

### **2.14 Public Records**

Unless privileged, or otherwise exempt from public disclosure pursuant to applicable law, the County shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by either party in connection with performance of this Contract. The Contractor recognizes and agrees that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56). The Contractor should clearly identify and label in its proposal any specific information that it believes to be exempt from public disclosure, with an explanation as to what specific exemption(s) it believes to apply. If Island County receives a Public Records Act (RCW 42.56) request for such information so marked by the Contractor, and the County determines that it may need to produce that information in response to the Public Records Act request, the County's sole obligation to the Contractor shall be to reasonably attempt to notify the Contractor: (1) of the request, and (2) of the date that such information will be released to the requester, unless the Contractor independently obtains a court order to enjoin such disclosure (at the Contractor's sole cost and expense) pursuant to RCW 42.56. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. While the County may take such above-described reasonable steps to attempt to prevent the disclosure of such documents and information, the County cannot and does not represent and/or guarantee that any specific drawings, documents, data, plans, materials and/or information will not be released, even if the release of such drawings, documents, data, materials, plans, and/or information may be (or may arguably be) exempt or otherwise preventable by law.

The Contractor expressly waives any and all claims against the County for any harm, liability, costs, and/or damages (direct and/or consequential) incurred by Contractor arising from and/or directly or indirectly related to the release of any and all drawings, plans, documents, data, materials, and/or information provided by Contractor.

**2.15 Compliance with Laws**

The Contractor, its officers, employees, agents and subcontractors shall comply with every applicable federal, state or local law, statute, rule, regulation or ordinance, including those of agencies having jurisdiction over the Project, in performing obligations under this Contract. The County shall have the right to inspect copies of all correspondence or any other documents in the possession of the Contractor or its subcontractors related to the Contractor's compliance with laws under this Contract.

**2.16 Permits, Licenses, etc.**

The Contractor shall obtain, maintain and pay for, comply with, at Contractor's sole expense, all permits and approvals from all applicable jurisdictions as required by law for its operations and activities under this Contract. For purposes of this Contract, the term "permits" means any temporary and/or permanent governmental authorization, approvals, licenses, certificates, inspection fees, surcharges or other approvals required for the performance of the Project. The Contractor shall provide to the County a list of all permits required for the Project designating the issuing agency and the permits' respective dates of issuance and expiration, copies of all current permits and the Contractor's schedule for obtaining or renewing all permits required during the term of the Contract. The Contractor shall be liable for all fines or civil penalties that may be imposed by any regulatory agency for Contractor-caused violations of permits, laws or regulations; the County shall not be liable for and shall not reimburse Contractor for payment of those fines or civil penalties. Nothing herein is intended to restrict the Contractor's right to contest any fine in an administrative proceeding or in court.

**2.17 Taxes and Fees**

The Contractor shall be responsible and liable for payment of all federal, state and local taxes and fees, and surcharges of every form, that apply to any and all Persons, property, income, equipment, materials, supplies, structures or activities that are involved in the performance of the Contract, including but not limited to, any income taxes, real property, excise, sales and use taxes and fees that arise in connection with the Contract; however, the Contractor shall not be responsible or liable for payment of any tax or fee for which the County is ordinarily responsible without regard to the services provided by the Contractor under this Contract.

**2.18 Compliance with Grant Terms and Conditions**

The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds the Contractor's work hereunder.

**2.19 Records and Access; Audit; Ineligible Expenditures**

The Contractor shall maintain records related to performance of its obligations under this Contract for a period of seven (7) years after completion of its services under this Contract. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Contract for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Contract, which are determined by audit to be ineligible for reimbursement and for which

payment has been made to the Contractor, shall be refunded to the County by the Contractor.

## **2.20 Access Rights**

The County shall have the right to have its representative present at the Receiving Facility and Disposal Site during their hours of operation to observe and monitor Contractor's compliance with the provisions of this Contract, provided that such observation monitoring shall be conducted in a manner to minimize interference with the Receiving Facility and Disposal Site operations. While visiting the Receiving Facility or Disposal Site, the County representative shall comply with all reasonable rules and regulations adopted by Contractor.

## **ARTICLE 3 INDEPENDENT CONTRACTOR**

The Contractor agrees that it will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the County. This Contract neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract. The County shall only have the right to ensure performance. Nothing in this Contract shall be construed to render the parties partners or joint ventures.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Contract (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. For all purposes under this Contract, the Contractor personnel shall be the employees or agents of the Contractor exclusively and shall not be deemed to be employees or agents of the County for any purposes whatsoever. The Contractor shall be solely responsible for compliance by Contractor personnel with all rules, laws and regulations relating to employment of labor, prevailing wages, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made against the County with respect to those obligations. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Contract. The Contractor has exclusive liability for all such obligations, and shall meet all requirements with regard to those obligations under any rules or regulations currently in force or which may be promulgated in connection therewith in the future. The parties recognize that this Contract is subject to prevailing wage requirements pursuant to applicable law, including RCW

39.58.090(8) and RCW 39.12.

## **ARTICLE 4 SUBCONTRACTING AND ASSIGNMENT**

### **4.1 Subcontracting and Assignment**

The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Contract without prior express written consent of the County which shall not be unreasonably withheld. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's rights, duties or obligations under this Contract to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Contract. Contractor shall remain liable and responsible for the performance of any such portion of this Contractor assigned, contracted, and/ or subcontracted to any other individual, firm, company, and/or other entity. Contractor shall ensure that all subcontractor(s) comply with the terms and conditions of this Contract, and all subcontractor(s) are to provide proof of insurance in the same form and amount as required for the Contractor (as determined to be sufficient by the County). Compensation for approved subcontractor(s) shall be included in the total dollar amount of this Agreement. All contracts between the Contractor and its subcontractors for services and work under this Contract shall contain a clause that if the Contractor defaults in performance of the Contract and the County accepts assignment of the subcontract, the subcontractor shall recognize the County or its assignee as the Contractor and the County or its assignee shall have all the former rights, remedies and responsibilities of the Contractor under the subcontract. The Contractor shall be responsible to the County for the acts and omissions of its subcontractors and suppliers and the subcontractor's suppliers, employees, agents, or servants.

## **ARTICLE 5 CONTRACTOR AND COUNTY REPRESENTATIVES**

### **5.1 Representatives**

The Contractor and the County shall each designate a Contract Representative ("Representative") for this Contract.

**5.1.1** The Representative for the County is: Jeff Hegedus, Solid Waste Division Manager, or his designee.

**5.1.2** The Representative for the Contractor is: \_\_\_\_\_

### **5.2 Contractor Representative**

The Contractor's Representative shall be the Contractor's agent and shall represent the Contractor for all purposes of this Contract. All written or oral directions, instructions or notices given by the County to that Representative and related to the subject matter of the Contract shall bind the Contractor. The Contractor's Representative shall have authority to act on behalf of the Contractor; the Contractor's Representative's statements, representations,

actions and commitments shall fully bind the Contractor. The Contractor Representative shall be available to the County Representative at all times during the term of this Contract.

### **5.3 Change in Representative**

The parties shall promptly notify each other in writing of any change in the Representative designations.

## **ARTICLE 6 CONTRACTOR RESPONSIBILITIES**

The services to be performed under the terms of this Contract shall be performed in accordance with the requirements of this Contract and with generally accepted practices prevailing in the Solid Waste industry at the time the services are performed. The Contractor shall perform the work in a timely manner. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Contract in a competent and professional manner.

### **6.1 General**

The Contractor shall:

- (A) Own, operate, and/or lease Facilities necessary to perform its obligations under this Contract;
- (B) Procure and maintain performance bonds, letters of credit or other financial guarantees in accordance with this Contract;
- (C) Comply with all applicable laws; obtain any permit, license, certificate or governmental approval required for the Project; and pay all applicable taxes and fees in accordance with this Contract;
- (D) Procure and maintain insurance in accordance with this Contract; and
- (E) Maintain a closure and post-closure trust financial assurance in accordance with this Contract (see, Section 6.9.).

### **6.2 Receiving, Transportation, and Disposal Services**

The Contractor shall Receive, Transport, and Dispose of Solid Waste from Customers as follows:

- (A) Receiving Services:



1.) Contractor shall accept Loaded Containers at the Receiving Facilities for Transport and Disposal pursuant to terms of the Contract.

2.) At the Receiving Facility, the Contractor will weigh each Container as it exits the Receiving Facility.

(B) Transport Services:

1.) Contractor shall Transport Loaded Containers to the Disposal Site, in a safe and timely manner, accepted at the Receiving Facility.

2.) Contractor shall Transport adequate quantities of empty open top and closed top Containers from the Disposal Site to the Receiving Facilities as required by the Contract.

(C) Disposal Services:

1.) Contractor shall operate and maintain any and all Disposal Sites utilized for this Contract in compliance with all applicable laws, rules, and regulations, including, but not necessarily limited to, WAC 173-351-300 Design Criteria (2)(a) or CFR Title 40, Subpart D, Section 258.40 Design Criteria (2)(b).

2.) Contractor shall Dispose of all Solid Waste accepted at the Receiving Facility within a reasonable period of time at the Disposal Site, throughout the term of the Contract, unless an alternative Disposal Site is approved in writing by the County Representative.

3.) The Contractor shall not Dispose of Solid Waste in a Disposal Site that has been nominated or proposed for the National Priorities List ("NPL") of contaminated sites, or that has been nominated or proposed for inclusion in a list of contaminated sites under another program similar to the NPL.

4.) If a Disposal Site is located in a jurisdiction that is required to prepare a Comprehensive Solid Waste Management Plan, or the equivalent if the Disposal Site is located outside the State of Washington, the Contractor shall not Dispose of Solid Waste at such Disposal Site unless the plan of the receiving jurisdiction allows Solid Waste import to the Disposal Site.

5.) At the Disposal Site, the Contractor will weigh each Container as it enters and leaves the Disposal Site.

(D) The Contractor shall be solely responsible for providing sufficient capacity to Receive, Transport, and Dispose of Solid Waste in accordance with this Contract. The

Contractor may accept materials from other sources provided that acceptance of such materials shall not interfere with providing services in accordance with this Contract.

### **6.3 Containers and Chassis**

**(A) Containers:**

- 1.) Contractor shall provide Containers that have the following features:
  - (a) Closed top designed for intermodal refuse Transport;
  - (b) Rigid and durable, designed to Transport a minimum payload of 30 tons;
  - (c) Corrosion resistant;
  - (d) Smooth interior walls and floors;
  - (e) Rear loading double doors with heavy duty rubber seals that are safe and easily opened and closed manually by County personnel;
  - (f) 100% leak-proof to a height of 24" from the Container floor;
  - (g) Screened vent door at the front to allow dissipation of heat and expanding gases;
  - (h) No sharp edges or other hazardous conditions; and
  - (i) Painted with a unique alpha-numeric identification number that is not less than six (6) inches high on the two (2) long sides of the Container.
- 2.) Prior to the release of each Container by the Contractor to Customer, the Contractor will inspect the Container doorway seals and locking mechanisms and the overall condition of the Container to ensure that it conforms to this Contract.
- 3.) Contractor shall ensure adequate quantities of Containers are available at the Receiving Facilities at all times unless otherwise agreed to by County Representative.
- 4.) Following delivery to the Disposal Site, all Solid Waste shall be removed from each Container. The Contractor shall clean each Container as necessary to comply with the requirements of the jurisdictional health

department(s) and to mitigate malodor, unsightliness, or the attraction of vectors.

5.) The Contractor shall supply the following types of Containers in sufficient quantities to facilitate the successful performance of the Contract, which shall be no fewer than the number needed to hold at least two (2) days' Solid Waste delivered to the Receiving Facility based on the County's average daily Solid Waste deliveries for the prior six (6) months:

- (a) 48' Open Top (Tarped) Containers; and
- (b) 48' and 40' Closed Top Containers.

6.) Upon County Representative approval, the Contractor shall provide a Container to a Customer; provided that the County reserves the right to override such Customer requests.

(B) Chassis:

1.) Contractor shall ensure Chassis are available as necessary at the Receiving Facilities at all times unless otherwise agreed to by County Representative.

2.) Contractor shall provide Chassis for all types of Containers, which shall have the following features:

- (a) 53' and 48' Chassis unless otherwise specified;
- (b) Able to turn 180 degrees in a 75' radius (measured at steer axle of tractor/yard goat) without damage;
- (c) Four sets of dual tires, all of which are the same size; and
- (d) Lug nut torque indicators.

3.) All Chassis for Residual Recycling Waste/Construction Demolition Debris (RRW/CDL) must be 48' four axle chassis.

4.) The Contractor shall supply all Chassis in sufficient quantity to facilitate the successful performance of the Contract.

5.) Upon County approval, the Contractor shall provide a Chassis to a Customer, provided that the County reserves the right to override such Customer requests.

(C) Maintenance:

1.) Chassis and Containers shall be properly maintained in a safe working condition at all times.

2.) Chassis and Containers shall be maintained by the Contractor in accordance with the manufacturer's recommended maintenance.

3.) Brake adjustments shall be checked weekly and documented in maintenance records.

4.) The Contractor shall replace any Chassis or Container that does not meet the requirements specified in this Contract.

5.) Containers and Chassis shall be maintained in a neat and sanitary manner including, but not limited to, washing and sanitizing the inside and outside of all Containers and Chassis with a suitable disinfectant and deodorant a minimum of once per month.

6.) Containers shall be maintained to avoid leakage or spillage of either Solid Waste or liquids from the Container while in transit or storage.

7.) Containers shall be inspected and repaired at least monthly for loose fitting doors, damage to doors, seals or locking mechanisms, blocked vents, corrosion, leaks, frayed or ripped tarps on Open Top Containers, or other damage incurred during loading, Transport, handling and Disposal of Solid Waste.

8.) If a Chassis or Container becomes legally inoperable while being moved by the County, the County operator will uncouple the Chassis or Container from the Tractor, immediately notify the Contractor of the breakdown, and return to the Contractor Transfer Facility for a replacement Chassis or Container. The Contractor shall provide the replacement within one hour of such notification. The Contractor shall be responsible for removing and repairing the disabled Chassis or Container, and shall Transport and Dispose of its Solid Waste load.

9.) If the County damages a Chassis or Container during on-site Transport the County will reimburse the Contractor for all reasonable costs of repair or replacement.

10.) The Contractor shall provide Chassis and Containers in sufficient quantities to allow County operations to continue without delay in the event of scheduled or unscheduled maintenance. The Contractor shall provide quarterly maintenance reports to the County. Such reports shall include a record of all scheduled and unscheduled maintenance performed on any Chassis or Container used in the Project during the previous quarter.

11.) Maintenance records shall be preserved for the term of this agreement plus three (3) years and made available for inspection upon the request of the County and/or the jurisdictional health department(s).

#### **6.4 Scales**

(A) The Contractor shall provide adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing Containers at the Disposal Site.

(B) At the Disposal Site, the Contractor will prepare a weight ticket showing the date, Container number, time-in and time-out, Security Seal markings, and gross weight, tare weight and net weight of the Container. This information will serve as the basis of Payment for all services provided by the Contractor under this Contract. At the County's request, a copy of each weight ticket will be provided to the County.

(C) The Contractor shall weigh, record, and tabulate materials delivered pursuant to this Contract by Customer.

(D) The Contractor shall maintain the scales used for weighing Containers in accordance with the requirements set forth in *Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices*, U.S. Department of Commerce, National Institute of Standards and Technology, Handbook 44.

(E) The Contractor shall test the Disposal Site scales as required by Applicable Law or upon request of the County. At a minimum, the Contractor shall test the Disposal Site scales every six (6) months. At the County's request, the Contractor shall test the scales if the net weight of a Container at the Disposal Site varies by more than two percent (2.0%) from the net weight of such Container at the Receiving Facility.

(F) The Contractor will pay for the recalibration of scales excluding scales at

the County Transfer Station.

(G) The Contractor will reimburse the County for any overpayment attributable to improper calibration, retroactive to the date of the County's request for the Contractor test the scales.

## **6.5 Alternative Operations Plan**

(A) No later than sixty (60) calendar days after execution of the Contract, the Contractor shall submit to the County for approval a complete and detailed and satisfactory alternative operations plan for correcting, repairing or reconstructing any Facility that for any reason becomes incapable of performing its role pursuant to the Contract. This operations plan ("plans") shall be subject to review and approval by applicable County staff, and shall include provisions for alternative Facilities if necessary and shall be of sufficient detail to satisfy the County of the Contractor's ability to maintain operations in the event that Uncontrollable Circumstances prevent the use of the primary system, or if for any other reason the Contractor is unable to Receive, Transport, and/or Dispose of Solid Waste using the primary system pursuant to this Contract. The County shall not be responsible for additional costs related to the utilization of alternative Facilities unless otherwise specified in this Contract. The Contractor shall be responsible for procuring the alternative Facilities and any and all increases in costs, including, but not limited to, transportation costs, Disposal costs, and County capital and operational costs incurred due to the need for use of the alternative Facilities. The plans shall include but not be limited to:

- 1.) An inventory of alternative Receiving, Transportation, and Disposal Facilities;
- 2.) A listing of financial and technical resources for the implementation of the plan;
- 3.) A mobilization plan for each component of the alternative operations system;
- 4.) Copies of any operating permits for alternative Facilities and/or a timeline (to be updated annually) for receiving permits that have pending applications.

(B) All alternate Facilities shall be available from the first day that operations commence under this Contract. The alternative operations plan shall be updated and submitted for County approval on an annual basis. If no changes have occurred since the last submittal that affect any part of the alternative operations

system, a report stating this fact and signed by the Contractor's representative will satisfy the requirement for the annual alternative operations plan update.

(C) The County's approval of the plan is not and shall not be construed as a limitation on Contractor's obligations pursuant to the provisions of the Contract.

## **6.6 Transition Support**

The Contractor understands, acknowledges, and agrees that a smooth transition from one provider(s) to another is essential for the health and safety of the County, Cities and the residents thereof; the failure of the Contractor to timely and promptly transition the services provided pursuant to this Contract may create serious health and safety issues for County, Cities and residents thereof; and neither County nor Cities possess the necessary manpower or equipment to provide the services herein. Within thirty (30) calendar days after execution of the Contract, the Contractor shall submit to the County Representative for approval a satisfactory transition plan, subject to review and approval by applicable County staff. The plan shall include but not be limited to:

(A) The transition from the current vendor to the Contractor providing services upon the date specified in Section 19;

(B) The transition from the Contractor to subsequent person(s) or the County providing services upon expiration of the Contract; and,

(C) The transition from the Contractor to subsequent person(s) or the County providing services upon termination of the Contract for reasons other than expiration of its term.

The Contractor shall cooperate fully and timely with the County and any previous and subsequent provider(s) in any transition of services. If the Contractor fails to fully and completely transition in accordance with this Contract and the transition plan, the County may engage the services of another provider to immediately fully and completely transition in accordance with this Contract and the transition plan, and Contractor shall pay the County any and all expenses of such transition. In the event the County is unable to secure the immediate services of another provider, the County may pursue any and all equitable and legal remedies available to it.

## **6.7 Solid Waste Acceptance and Transfer of Ownership**

(A) Customers shall prepare each Loaded Container at the Receiving Facility. Ownership of the Solid Waste within a Loaded Container shall pass to the Contractor at the Receiving Facility after the Contractor verifies that the Security Seal is intact and signs the County transaction ticket. After this transfer of

ownership occurs, the Contractor shall be responsible for all duties, costs, and liabilities associated with managing the Solid Waste within the Container, except for such duties, costs, and liabilities that are the direct cause of Unacceptable Waste that was Loaded by the Customer into the Container.

(B) If a Container is collected at the Receiving Facility with a Security Seal that is not intact, the Contractor shall:

- 1.) Notify the County Representative within four (4) hours of discovery;
- 2.) Promptly inspect the Container in accordance with Article 10;
- 3.) Promptly install a replacement Security Seal on the Container marked with the same markings as the original seal; and
- 4.) Sign the County transaction ticket.

Ownership of the Solid Waste within a Loaded Container shall pass to the Contractor at the Receiving Facility after the Contractor verifies that the Security Seal is intact and signs the County transaction ticket. After this transfer of ownership occurs, the Contractor shall be responsible for all duties, costs, and liabilities associated with managing the Solid Waste within the Container, except for such duties, costs, and liabilities that are the direct cause of Unacceptable Waste that was Loaded by the Customer into the Container. If the net weight of the Container is greater than the net weight indicated on the transaction ticket, the County will reimburse the Contractor for any such increase.

(C) If a Container is delivered to the Contractor Receiving Facility with external evidence (such as smoke or extreme heat) that the Container might contain hazardous or explosive material, the Contractor shall take steps necessary to protect its employees and the public from potential hazard. The County will reimburse the Contractor for all costs associated with managing and Disposing of the material.

## **6.8 Performance Bond**

(A) The Contractor shall provide at the execution of the Contract and maintain for the term of the Contract a performance bond from a bonding company, financial institution or other entity approved by the County. Said bond shall be (i) a contract performance bond substantially in the form of **Exhibit B**, or (ii) a standby letter of credit from a financial institution whose long-term debt is rated in one of the three highest categories by a nationally recognized rating agency (e.g., Standard & Poor's rating of AAA, AA or A), or (iii) any other financial guarantee or type of



bond or letter of credit that is approved by the County. The initial amount of the bond or other financial guarantee provided under this subsection shall be five hundred thousand dollars (\$500,000); however, within thirty (30) days of the date the Contractor receives a notice to proceed with service under the Contract, the bond or other financial guarantee shall be replaced or increased to a minimum amount of fifteen million dollars (\$15,000,000) for the first year of service under the Contract, and the Contractor shall provide County with proof of replacement of initial bond within sixty (60) days. Thereafter, the Contractor shall replace or maintain the bond in an amount equal to seventy percent (70%) of the total revenues paid by the County to the Contractor under this Contract for the previous year of operations. Except for the initial five hundred thousand dollar (\$500,000) bond, the bond shall be issued for a period of not less than one (1) year; the Contractor shall provide a new bond, or evidence satisfactory to the County of the bond's renewability, at least one hundred eighty (180) days before the bond then in effect expires.

(B) Any bond under this Section shall automatically terminate on the expiration of the Contract. Notwithstanding that termination, at any time within two (2) years after the date any bond terminates, the County may make a claim against the bond to compensate for the Contractor's failure to perform its obligations under the Contract. For purposes of this Article the word "bond" shall mean any bond, letter of credit or other financial guarantee referred to in this Article and provided to guarantee or provide the funds to guarantee the performance of the Contractor's obligations under this Contract. All bonds given under this Article that are signed by the Surety's agent must be accompanied by a certified copy of that agent's authority to act for the Surety at the time the bond is signed. The County must approve in writing the Surety providing, and the form and substance of, all bonds. The Contractor may satisfy the bond obligations under this Article by providing bonds from one or more bonding companies meeting the qualifications set forth in this Article.

#### **6.9 Closure and Post-Closure Financial Assurance**

The Contractor shall be responsible for all closure and post-closure costs relating to the Disposal Site.. The Contractor shall establish and maintain at its sole expense any closure and post-closure financial assurance now or hereafter required under any applicable federal, state or local law or regulation. The Contractor shall use the money (funds) in the financial assurance, including any interest earnings thereon, to guarantee proper closure and post-closure activities and to provide for the mitigation of environmental effects of the Disposal Site. Funds (money) in the financial assurance shall be disbursed in accordance with laws and regulations of the State of Washington or other applicable law.

#### **6.10 Records; Reporting**

(A) The Contractor shall keep accurate records of all transactions connected

with this Contract including, but not limited to, all correspondence and invoices and transaction tickets issued at a Contractor Receiving Facility or a Disposal Site. The Contractor shall at all times maintain an accounting system that uses generally accepted accounting principles for all services rendered and materials supplied in connection with this Contract. The requirements of this Section are supplemental to the Contractor's obligations and duties concerning public records pursuant to applicable law (including RCW 42.56).

(B) The Contractor shall provide to the County by the fifteenth (15th) day of each month a report for the preceding month summarizing routine and extraordinary activities during the prior month and plans and schedules for future activities. The monthly report shall include, but not be limited to:

- 1.) The condition of the Facilities;
- 2.) Any complaints submitted to the Contractor, including but not limited to the date and time of the complaint, description of the complaint, the date and time of resolution of the complaint, and description of the resolution of complaint;
- 3.) Any extraordinary occurrences affecting the Contractor's performance including but not limited to occurrences affecting the Facilities;
- 4.) Documentation regarding deliveries of materials to Receiving Facility including date of delivery to the Receiving Facility, date of Disposal at the Disposal Site, Customer name, type of Solid Waste, tonnage of Solid Waste, type of Container (i.e. Closed Top Container or Open Top Container), Compacted Container or Uncompacted Container, and other information as requested by the County Representative.
- 5.) Copies of transaction tickets, invoices and/or receipts for the month;
- 6.) Changes in the status and readiness of alternate Facilities;
- 7.) Documentation regarding Unacceptable Waste as required in the Contract;
- 8.) Maintenance reports as required in the Contract;
- 9.) Accidents reports as required in the Contract; and
- 10.) Violations of permits, laws or regulations.

(C) The Contractor shall provide to the County, on a daily basis by 4:00 p.m.,

PST, the number and location of all Chassis and empty Containers used in the performance of this Contract.

(D) The Contractor shall provide to the County, on a weekly basis, a cumulative report of the matters specified in Subsection 6.10(B)(4) for the previous week, up to the day prior to the report.

#### **6.11 Accidents; Complaints**

The Contractor shall be responsible for all injuries, accidents and other mishaps associated with its negligent operations that are not caused by the negligence of the County. The Contractor shall report any accidents resulting from the performance of this Contract to the County as soon as practicable. For purposes of this Section, "accident" shall include the death of any person, any personal injury resulting in inpatient hospitalization or outpatient treatment by a physician or damage to any real or personal property exceeding \$5,000. Within seven (7) days of an accident, the Contractor shall report in writing to the County complete details of the accident including witness statements. The Contractor shall respond in a reasonable manner to complaints, charges and allegations related to Contractor's performance under the Contract within one (1) Business Day of receipt of the complaint, charge or allegation, including but not limited to those complaints made or actions brought by members of the public, citizens, citizen groups and/or public agencies.

The Contractor shall deliver to the County a report of all complaints submitted that shall include but not be limited to the name and address of the complainant, the substance of the complaint including the activity or service at issue, the action, if any, the Contractor has taken to investigate or remedy the problem or an explanation of why no action has been taken.

#### **6.12 Other Customers**

For purposes of assuring that Contractor's use of the Facilities under other contracts will not adversely affect Contractor's performance under this Contract, by February 1 of each year, beginning February 1, 2026, the Contractor shall provide a report to the County listing all contracts with public and private customers which have utilized the Contractor's equipment, including, but not limited to Containers and Chassis.

#### **6.13 Payment of Subcontractors and Agents**

Unless a reasonable dispute exists concerning payment, the Contractor shall promptly pay all subcontractors, materialmen, suppliers or laborers engaged for purposes of this Contract in accordance with the contract or agreement between that Person and the Contractor.

#### **6.14 Scheduling; Management; Quality of Performance**

The Contractor shall coordinate, schedule in an orderly manner and manage all work done by Contractor's officers, employees, subcontractors and agents under this Contract. The Contractor and subcontractors shall perform every act or service under this Contract in a skillful and competent manner in accordance with the highest standards of the Solid Waste Receiving, Transportation and Disposal industries. The Contractor shall be responsible to the County for any errors, deficiencies or failures to perform under this Contract. All

workers and subcontractors shall be skilled in their trades. All operators shall be licensed or otherwise qualified as required by law. The Contractor shall furnish evidence of the skill and licenses of its officers, employees, subcontractors and agents on the request of the County.

**6.15 Spillage, Leakage, Litter and Odor, and Other Nuisances.**

(A) The Contractor shall be responsible for the cleanup of any spillage or leakage caused by the Contractor or the Contractor's employees or subcontractors. The Contractor shall clean up any materials including leakage of fluids spilled while performing services under this Contract. During Transport, the Contractor shall ensure all materials are contained, covered and enclosed to prevent leaking, spilling, or blowing of materials. The Contractor shall immediately respond to and shall promptly and timely perform all clean-ups when the Contractor or the Contractor's employees or subcontractors learns (for avoidance of doubt, whichever learns first) of the spilling, leaking, etc.

(B) The Contractor shall be required to pick up all litter caused by services in connection with this Contract.

(C) The Contractor shall maintain the Receiving Facility and equipment located in the County in a manner that prevents odors. The Contractor shall routinely clean equipment at the Receiving Facility and equipment located in the County in a manner that prevents odors.

(D) The Contractor shall ensure that nuisances are not caused by the Contractor or the Contractor's employees or subcontractors while performing services under this Contract.

(E) Hazardous, Toxic or Harmful Substances. The Contractor shall at Contractor's own sole and separate cost, expense, and liability, comply with all hazardous waste laws, rules, and regulations and shall treat, store, dispose of or otherwise handle hazardous substances in a safe and proper manner and the Contractor shall not allow or cause any hazardous, toxic or petroleum materials to be disposed or discharged on any portion of the Facilities. As also further defined at Section 1.21., the term "hazardous substance", "hazardous waste", or "hazardous material" shall specifically include, but shall not be limited to petroleum and petroleum products and their by-products, residue, and remainder in whatever form or state, and any other material or substance which does cause or may cause environmental pollution or contamination (and associated liability and clean-up costs related thereto) as defined under applicable state and federal laws, rules, and regulations. The Contractor shall be solely and separately liable responsible for the remediation of any hazardous materials that are spilled or discharged on or about the Facilities that are caused by the actions or activities of the Contractor, Contractor's

employee(s), subcontractor(s) and/or agent(s). Contractor shall indemnify, defend and hold the County harmless from any fines, suits, procedures, claims, costs, damages, expense, and actions of any kind arising out of or in any way connected with any releases, spills or discharges of hazardous substances or waste at the Facilities occurring, arising from, and/or related to the Contractor's use, occupation, and/or operation of the Facilities.

This indemnity includes, but is not limited to: (a) liability for a governmental agency's (including but not limited to the County's) costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; and (d) liability for any costs of investigation, abatement, mitigation, correction, cleanup, fines, penalties, or other damages arising under any environmental laws.

Contractor shall: (1) Immediately notify the County of (i) all spills or releases of any hazardous substances affecting the Facilities, (ii) all failures to comply with any federal, state or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended, (iii) all inspections of the Facilities by, or any correspondence, orders, citations or notifications from any regulatory entity concerning the hazardous substances affecting the Facilities, (iv) all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the Facilities; and (2) On request, provide copies to the County of any and all correspondence, pleadings, and/or reports received by or required of Contractor or issued or written by Contractor or on behalf of Contractor with respect to the use, presence, transportation or generation of hazardous substances related to the Facilities. The terms of this Section shall survive the termination or expiration of this Contract.

#### **6.16 Ancillary Use of Facilities by Contractor**

The Contractor may use Facilities for its own purposes if used in accordance with all applicable federal, state and local laws and regulations and provided that said use does not interfere with the Contractor's performance under this Contract. If the Facilities are used in such manner, the Contractor shall be solely liable and responsible for all losses, damages, costs, charges, expenses, judgments or any liabilities whatsoever resulting from that use.

### **ARTICLE 7 COUNTY AND OTHER CUSTOMER RESPONSIBILITIES**

#### **7.1 Processing and Delivery of Solid Waste**

(A) During operations at the County Transfer Stations, the County will load Acceptable Waste into Containers. The County will store Loaded Containers at the Receiving Facility with County tractors and Contractor Chassis.

(B) Prior to storing a Loaded Container at the Receiving Facility the Customer shall:

- 1.) Close the Container;
- 2.) Prepare and install a Safety Seal for the Container; and
- 3.) Prepare a bill of lading for the Container.

(C) If the County or other Customer do not create or install a Security Seal, the Contractor shall install a replacement Security Seal on the Container and follow the procedures set forth in Section 6.7(B).

(D) The County will provide and operate all equipment necessary for County Transfer Station operation. Containers and Chassis shall be provided by and remain the property of the Contractor.

(E) The Customers will provide the Tractors necessary to Transport and store Containers on-site at the Receiving Facility.

## **7.2 Minimum Average Annual County Compacted Container Weight**

The County shall compact through hydraulic compaction or backhoe compaction Acceptable Waste accepted at County Transfer Stations prior to storing at the Receiving Facility. The County agrees that the average annual goal for County provided Compacted Container weight, for hydraulic compaction, shall be at least twenty-six (26) tons. The County shall calculate the average Compacted Container weight on or before January 31<sup>st</sup> for each preceding year beginning January 31, 2026, and for each twelve-month period ending during the term of the Contract. The average Compacted Container weight shall be calculated as the total weight of all County provided Compacted Containers accepted by the Contractor divided by the total number of County provided Compacted Containers accepted by the Contractor during the given time period.

## **7.3 Rejection of Facilities**

The County may reject a Facility, including but not limited to Containers or Chassis, which it reasonably believes is not roadworthy or otherwise does not conform to the Contract.

## **7.4 Weighing and Transaction Tickets**

The County shall weigh each Loaded Container to be delivered from the County Transfer Station to the Receiving Facility. After each Loaded Container is weighed, the County will prepare a transaction ticket bearing the time, date, Security Seal markings, and net weight of the Container. Such transaction tickets will serve as the basis for the reconciliation of the difference between the Contractor's net weights as stated on the Contractor's weight tickets,

and the County's net weights as stated on the County's corresponding transaction tickets. Two copies of the transaction ticket will be provided to the Contractor at the time that the Contractor accepts ownership of the Solid Waste pursuant to Section 6.7.

#### **7.5 Flow Control**

The Contractor shall comply with Island County's flow control regulations pursuant to applicable laws directing all Acceptable Waste generated and collected in the County to the County System.

#### **7.6 Not a Put or Pay Contract (No Minimum Tonnage Guaranteed).**

The Contractor and the County agree this is not a "put or pay" contract. The Contractor and the County agree there is no minimum tonnage that the County is required to deliver to the Contractor under this Contract, and the County makes no guarantees, representations and/or warranties (express or implied) in this regard.

#### **7.7 Right to Establish Diversion Programs**

The Contractor and the County agree that the County reserves the right to establish diversion programs. The Contractor and the County agree that nothing contained in this Contract shall be construed to prevent the County from establishing diversion programs that, recycles, composts, or otherwise diverts all or a portion of Acceptable Waste.

### **ARTICLE 8 TIPPING FEES AND CONTRACTOR COMPENSATION**

#### **8.1 Calculation of Tipping Fees**

For each Loaded Container accepted by the Contractor at the Receiving Facilities, Transported from the Receiving Facility to the Disposal Site, and Disposed at the Disposal Site, the County shall pay Contractor a Receiving Services and Transport Services Fee, and a Disposal Services Fee based on the net weight reported by the scale at the Disposal Site. The Contractor shall not receive payment for any fees other than those specifically identified in Exhibit A.

#### **8.2 CPI Fee Adjustments**

All fees in Exhibit A shall remain fixed through December 31, 2025. Commencing on January 1, 2026 and annually on the same date thereafter, for the term of the Contract, all fees in Exhibit A shall be adjusted by one hundred percent (100%) of the Consumer Price Index (CPI), as defined in Section 1.10. The adjustment will be calculated using the change in the 12 month annual average between the November to October period of the current year compared to the same period for the prior year. Annual CPI adjustments shall never be negative. Any unresolved dispute regarding any other change in the definition or calculation of the CPI that materially affects the CPI Fee Adjustment under this Article shall be resolved by arbitration in accordance with Article 15 of the Contract.

Price Adjustments: In addition to other permitted fee adjustments, Contractor may request Disposal Fee increases due to uncontrollable circumstances beyond those in Section 6.5. Contractor will initiate a meeting to discuss such changes, and the County shall not unreasonably withhold agreement to these adjustments. If an agreement cannot be reached after good faith negotiations, the matter will be subject to arbitration.

### **8.3 Payment**

(A) The Contractor shall provide to the County by the tenth (10<sup>th</sup>) day of each month an invoice (both a hard copy and a data file) in a format acceptable to the County and accompanied by supporting documentation as required by the County for services performed by the Contractor under this Contract in the preceding month. The invoice shall include (i) the tonnage and count of Compacted Loads of Solid Waste accepted at each Receiving Facility, (ii) the tonnage and count of Uncompacted Loads of Solid Waste accepted at each Receiving facility, (iii) average weight of Compacted Loads, (iv) average weight of Uncompacted Loads, (v) description of condition of Facilities, (vi) copies of County transaction tickets, (vii) documentation of Unacceptable Waste; and (viii) changes in Alternative Operations Plan. The County shall pay the Contractor electronically (ACH) for the previous month's service by the last Business Day of the month in which the invoice is received. If any amount is disputed, the County may withhold payment of that disputed amount pending resolution. The County shall otherwise promptly pay invoices received in the ordinary course of business.

(B) All unresolved disputes concerning the calculation of or adjustment to payments based on the Tipping Fees shall be resolved by arbitration in accordance with Article 15. However, the undisputed portion of the fee (or fees) shall be made effective promptly; further adjustment shall be made effective on the resolution of the dispute under Article 15. In addition to any portion of the disputed amount ultimately awarded, the arbitrator may also award to the Contractor reasonable interest on the disputed amount from the date the Tipping Fee component or Payment adjustment was effective. The interest award may be made by means of a further increase or decrease in the payment made to the Contractor.

(C) Upon acceptance of payment, the Contractor waives any claims for the services covered by the Invoice. No advance payment shall be made for the services furnished by Contractor pursuant to this Contract.

### **8.4 Calculation Rounding**

Rounding for calculations shall be done to the nearest hundredth. For example: 8.355 shall be rounded to 8.36, and 8.354 shall be rounded to 8.35.

## **ARTICLE 9 ALLOCATION OF RISK; UNCONTROLLABLE CIRCUMSTANCES**



### **9.1 Contractor Reliance**

The Contractor warrants that prior to submitting Contractor's response to the request for proposals (and executing this Contract), that Contractor has examined carefully and acquainted itself with:

- (A) all Contract Documents;
- (B) the Project;
- (C) the Facilities;
- (D) the difficulties that may be encountered in performing the Project;
- (E) all applicable federal, state and local laws, regulations, ordinances, codes and rules.

### **9.2 County Disclaimer**

The County does not warrant or admit the correctness of any investigation, interpretation, deduction or conclusion by the Contractor relative to the condition or conditions of the Disposal Site or other Facilities. The Contractor has made and shall make its own deductions and conclusions as to any and all problems that may arise from Facility site conditions and shall accept full legal responsibility and liability for those conditions.

### **9.3 Uncontrollable Circumstances**

(A) Notification; Damaged Facilities Plan. Within twenty-four hours of the occurrence of an Uncontrollable Circumstance, the knowledgeable party shall notify the other of the event. If the occurrence of the Uncontrollable Circumstance damages, destroys or otherwise incapacitates the Facilities, the Contractor shall, at the earliest practicable time, activate the alternative operations plan prepared in accordance with the Contract. If the Uncontrollable Circumstance or the damage to the Facilities is not provided for in that plan, the Contractor shall submit to the County as soon as practicable a plan for correcting, repairing or reconstructing the affected Facilities.

(B) Obligation to Provide Alternate Facilities. If the Contractor on the occurrence of an Uncontrollable Circumstance, cannot or fails to provide services under this Contract with the primary Facilities, the Contractor shall make available to the County alternate Facilities at the prevailing fees in effect at the primary Facility when the event occurs.

(C) Fees for Alternative Facilities. Subject to the conditions and limitations of Article 8, fee components may be increased to reflect additional costs incurred because an

alternate Facility must be used due to an Uncontrollable Circumstance. If the reasonable actual increased cost of remedying the effects of any Uncontrollable Circumstance will or is estimated to increase the fees more than twenty-five percent (25%), or, in the event of an increase in or imposition of a State/Local Solid Waste Handling Fee that exceeds twenty-five percent (25%) of the fees not including that State/Local Solid Waste Handling Fee, the County may use other alternate Facilities.

(D) Disputes. Unresolved disputes concerning the calculation of the cost of remedying the effects of an Uncontrollable Circumstance under this Section shall be resolved by arbitration in accordance with Article 15.

#### **9.4 Insurable Uncontrollable Circumstances**

If any of the Facilities are damaged or destroyed due to events for which the Contractor is obligated to carry insurance, the Contractor shall act diligently to promptly collect and apply insurance proceeds to the correction or reconstruction of those Facilities.

### **ARTICLE 10 INSPECTION OF SOLID WASTE; UNACCEPTABLE WASTE**

#### **10.1 Solid Waste Inspection at Disposal Site; Handling of Suspected Unacceptable Waste**

The Contractor may inspect all delivered Loaded Containers for the presence of Unacceptable Waste. If the Contractor removes the Security Seal during an inspection for the presence of Unacceptable Waste, the Contractor shall notify the County within 72 hours of its removal and install a replacement Security Seal on the Container marked with the same markings as the original seal upon completion of the inspection if such Solid Waste shall not be immediately disposed at the Disposal Site. The County may be present to observe any inspection conducted under this Article and may at its sole discretion and cost inspect any Solid Waste or Unacceptable Waste delivered to the Disposal Site under this Contract. If the Contractor discovers Unacceptable Waste in a Loaded Container, the Contractor shall:

(A) First, notify the County of the discovery of the Unacceptable Waste within 72 hour of the discovery;

(B) Second, gather, preserve, maintain and make available to the County all evidence demonstrating that the Unacceptable Waste was delivered to the Contractor pursuant to this Contract including without limitation to the following:

- 1.) The time the Loaded Container was delivered to the Disposal Site;
- 2.) The Security Seal number on that Loaded Container;
- 3.) Photographs of the Unacceptable Waste that might establish that the

Solid Waste is Unacceptable Waste and was delivered pursuant to this Contract;

- 4.) Samples of Acceptable Waste from the Loaded Container that may demonstrate that the Loaded Container was delivered pursuant to this Contract;
- 4.) Other evidence that may demonstrate the origin of the Unacceptable Waste;
- 5.) Laboratory results (if any);
- 6.) Other documentation provided by federal, state, or local authorities; and
- 7.) Other documentation the County reasonably believes is relevant.

(C) Third, test or arrange to have tested at the Contractor's own expense the Unacceptable Waste if required to prove to the County's satisfaction that such Solid Waste is Unacceptable Waste;

(D) Fourth, provide notice to the County of the Unacceptable Waste, after which the County may elect to do any or all of the following:

- 1.) Inspect that Unacceptable Waste within seventy-two (72) hours of the Contractor's notice to the County of the existence of that Unacceptable Waste,
- 2.) Test the Unacceptable Waste within a reasonable period of time; and
- 3.) At any time after the discovery of the Unacceptable Waste examine all other evidence gathered by the Contractor under Section 10.1 (B), above. For purposes of any inspection conducted pursuant to Section 10, the County shall have unrestricted access to the Disposal Site and/or any other site or facility at which the Unacceptable Waste is located; and

(E) After completion of Section 10.1 (D) by County, Dispose of the Unacceptable Waste and seek reimbursement from the County for the actual reasonable cost of that Disposal in accordance with Section 10.2.

## **10.2 Liability for Testing, Inspecting, Handling and/or Disposing of Unacceptable Waste**

If, after inspecting and/or testing the Solid Waste delivered under this Contract the

Contractor discovers no Unacceptable Waste, or discovers that the Unacceptable Waste was not delivered to the Disposal Site under this Contract, the Contractor shall Dispose of that Solid Waste at no additional cost to the County and shall reimburse the County for the County's costs, if any, of inspecting and/or testing that Solid Waste including but not limited to laboratory fees, Transportation and handling costs and the inspector's food, transportation, lodging and labor costs. If Unacceptable Waste is discovered and there is reasonable proof satisfactory to the County that the Unacceptable Waste was delivered to the

Disposal Site under this Contract, the County shall pay or reimburse the Contractor for, subject to the limitations and conditions of this Article, the actual reasonable cost of the inspection, testing, identification, handling and Disposal of that Unacceptable Waste.

Payment or reimbursement by the County will only be made if the Contractor:

(A) complies with the requirements of this Article including but not limited to Subsections 10.1(A) through (E), above;

(B) assists the County to the extent possible in ascertaining the Person previously owning or responsible for the delivery of the Unacceptable Waste; and

(C) documents its actual costs, the reasonableness of those costs and that the costs represent the least costly method of inspecting, testing, identifying, handling and/or Disposing of the Unacceptable Waste in compliance with applicable federal, state or local law.

(D) Any payment or reimbursement made by the County to the Contractor under this Section shall be paid in four (4) consecutive quarterly installments or a single lump sum payment at the County's sole discretion. The first installment or the lump sum payment shall be paid on the fifteenth day of January, April, July or October, whichever date first occurs a minimum of ninety (90) calendar days after all costs for the Unacceptable Waste are documented and submitted to the County. The County shall not pay the Contractor any interest accruing on any payment due under this Article. Any unresolved disputes arising under this Article relating to the Contractor's actual reasonable costs shall be resolved by arbitration in accordance with Article 15.

## **ARTICLE 11                    INDEMNIFICATION**

### **11.1    Indemnification of County**

To the maximum extent allowed by law, the Contractor and Contractor's agents, subcontractors, and successors, will otherwise protect, save and hold harmless the County, the County's agents, employees, contractors, elected officials, and volunteers, from any and all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Contractor, the Contractor's agents, contractors, subcontractors, licensees, invitees, employees, arising out of or in connection with any acts or activities

related to this Contract, whether such claims, actions, costs, damages, or expenses result from acts or activities occurring on, at, and/or away from the Facilities, Contractors Facilities and Contractors Disposal Site.

Contractor further agrees to defend the County, its agents, employees, contractors, elected officials, and volunteers in any litigation, including payment of any costs or attorneys' fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Contract, whether such claims, actions, costs, damages, or expenses result from acts or activities occurring on, at, and/or away from the Facilities, Contractors Facilities or Contractors Disposal Site. To the maximum extent allowed by law, the Contractor agrees to indemnify, defend and hold the County, its agents, officers and employees, harmless from and shall process and defend at Contractor's own expense all claims, demands, or suits at law or equity arising out of the Contractor's negligent performance or failure to perform any and all duties prescribed by this Contract. This obligation shall not include such claims, costs, damages, or expenses which are caused by the sole negligence of the County. If applicable, Contractor's indemnification obligations include assuming potential liability for actions brought by Contractor's own employees and the employees of Contractor's agents, representatives, contractors, and subcontractors even though Contractor might be immune under Title 51 RCW from direct suit brought by such employees. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is limited solely to claims against the County arising by virtue of Contractor's exercise of the rights set forth in this Agreement. The obligations of Contractor under this section have been mutually negotiated by the parties, and Contractor acknowledges that the County would not enter into this Agreement without Contractor's waiver. To the extent applicable and required to provide this indemnification and this indemnification only, Contractor waives Contractor's immunity under Title 51 RCW as provided in RCW 4.24.115.

County shall indemnify, defend, and hold harmless Contractor and its shareholders, partners, officers, directors, divisions, subdivisions, affiliates, agents, employees, successors and assigns from and against any and all liabilities, losses, assessments, fines, penalties, forfeitures, damages, costs, expenses and disbursements, including reasonable legal fees, expert witness fees, litigation related expenses, and court costs in any litigation, investigation or proceeding, whether arising out of a claim or loss of or damage to property or injury to or death of any person, including and Contractor party, or otherwise, caused by or arising out of County's delivery of Unacceptable Waste to the landfill

### **11.2 Notice to Contractor**

In the event an action is brought against the County for which indemnity may be sought against the Contractor, the County shall notify the Contractor in writing within a reasonable period of time.

### **11.3 Royalties; License Fees; Patents**

The Contractor shall pay all royalties and license fees, shall defend all suits or claims for patent infringements that may occur in the performance of this Contract and shall defend, indemnify, and hold the County harmless from any loss on account thereof.

#### **11.4 No Waiver**

Except as otherwise expressly stated herein, the parties do not under this Article waive or surrender immunity available under any federal, state, regional or local law. This Article shall survive termination or expiration of the Contract.

### **ARTICLE 12 INSURANCE**

#### **12.1 General; Minimum Scope and Limits of Insurance**

The Contractor shall procure and maintain for the duration of the term of this Contract, insurance, or provide self-insurance, against all claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to the Contractor, its representatives or employees. The Contractor shall provide evidence of self-insurance and/or an ACORD 25 insurance certificate, that also names the County, its officers, elected officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds on page two of the certificate of insurance, to the County prior to the commencement of any use or operation of the Facilities by Contractor. Such self-insurance and/or insurance certificate shall evidence the following minimum coverages. All required insurance shall be obtained from companies rated "A-VIII" or better in "A.M. Best's Insurance Guide," or an equivalent rating by similar rating agencies, and shall be from insurers approved to transact business in the State of Washington. In no event shall the limits of any insurance policies be construed as limiting the liability of the Contractor.

- A. Commercial general liability insurance including coverage for premises - operations, explosions and collapse hazard, underground hazard and products completed hazard, with limits not less than:
  - (1) \$10,000,000 (ten million dollars) per occurrence and in the aggregate for bodily injury or death to each person;
  - (2) \$10,000,000 (ten million dollars) for property damage resulting from any one accident; and
- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$5,000,000 (five million dollars) for each person and \$5,000,000 (five million dollars) for each accident;
- C. Worker's compensation within statutory limits and employer's liability

insurance with limits of not less than \$2,000,000 (two million dollars); and

- D. Contractor's Pollution liability with a limit not less than \$10,000,000 (ten million dollars) for each contamination incident, at a minimum covering liability from sudden and/or accidental occurrences.

**12.1.1** If coverage is purchased on a "claims made" basis, then the Contractor shall warrant continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date termination of this Contract, and/or conversion from a "claims made" form to an "occurrence" coverage form. The required liability limits may be met under a primary or an excess policy, or any combination thereof.

- 12.2** Payment of deductibles and self-insured retentions shall be the sole responsibility of the Contractor. Coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 12.3** The Contractor's insurance shall be primary insurance, via blanket-form endorsement, with respect to the County, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the County, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- 12.4** In addition to the coverage requirements set forth herein, the certificate of insurance shall be supplemented with a blanket-form notice of cancellation endorsement to provide that thirty (30) days written notice will be provided to the certificate holder in the event of cancellation, non-renewal, or material change of the policies, except Workers Compensation/Employer's Liability and, if applicable, Umbrella/Excess Liability.

In the event of said cancellation or non-renewal, the Contractor shall obtain and furnish to the County evidence of replacement insurance policies meeting the requirements herein by the cancellation date.

**12.5 Non-Separation of Insureds**

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors (in lieu of the Contractor) as evidence of compliance with the requirements of this Contract shall be subject to all of the requirements stated herein.

**12.6 Failure to Provide Insurance**

Failure on the part of the Contractor to maintain insurance as required shall constitute a default of Contract upon which the County may, after giving five (5) working days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith,

with any sums so expended to be repaid by Contractor to the County on demand, or at the sole discretion of the County, offset against funds due the Contractor.

#### **12.7 Insurance Review**

In consideration of the duration of this Contract, the parties agree that the Insurance section herein, at the discretion of the County Risk Manager, may be reviewed and adjusted with each amendment and within ninety (90) days of the end of the first ten (10) year period of the Contract and the end of each successive five (5) year period thereafter. Any adjustments made as determined by the County Risk Manager shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period.

Adjustment, if any, in insurance premium(s) shall be the responsibility of the Contractor. Any failure by the County to exercise the right to review and adjust at any of the aforementioned intervals shall not constitute a waiver of future review and adjustment intervals. The Contractor shall not begin work, and the Contract is not considered to be final unless and until the ACORD 25 certificate(s) of insurance (described herein) supplemented with the applicable blanket-form endorsements have been provided by the Contractor to the County and duly approved by the Island County Risk Manager's office.

### **ARTICLE 13 COORDINATION MEETINGS**

#### **13.1 Initial Coordination Meeting**

Prior to the commencement of services under this Contract, the Contractor, County, principal subcontractors and others requested by either party shall meet to discuss scheduling, processes, materials, change orders, personnel and any other matters the parties deem appropriate.

#### **13.2 Periodic Coordination Meetings and Reports**

The County and the Contractor shall hold periodic coordination meetings but no less than one every three (3) months to review the progress of the work and to discuss operations, problems and/or complaints made by third parties. Either the County or the Contractor may organize, call and notify the other party of that meeting. The County and the Contractor shall submit monthly reports to each other regarding operations, problems and/or complaints arising under the Contract.

### **ARTICLE 14 DISPUTE RESOLUTION; DEFAULT; & REMEDIES**

#### **14.1 Dispute Resolution.**

**14.1.1.** The parties recognize that cooperation and communication are essential to resolving issues quickly and efficiently. If any dispute arises in regard to the material terms or conditions of this Contract, then the parties shall meet and engage in good faith discussions with the objective of settling the dispute within ten (10) business



days after either party requests such a meeting. If the parties cannot resolve the dispute within such ten (10) business day period, the parties will, upon the written request of either party and written notice to the other party of the disputed material term of the Contract, seek to resolve the dispute in accordance with the following dispute resolution process:

Level One – A representative from Contractor and the County shall meet to discuss and attempt to resolve the dispute in a timely manner. If these representatives cannot resolve the dispute within ten (10) business days after referral of the dispute to Level One, either party may by written notice to the other party refer the dispute to Level Two.

Level Two – In the event either party properly refers the dispute to Level Two, a new Contractor representative and a new County representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If these representatives cannot resolve the dispute within ten (10) business days after referral of the dispute to Level Two, either party may by written notice to the other party refer the dispute to Level Three.

Level Three – In the event either party properly refers the dispute to Level Three, the parties shall refer the dispute to mediation using a mediator mutually agreeable to the parties. If mediation does not resolve the dispute within ten (10) business days after referral of the dispute to Level Three, either party may by written notice to the other party refer the dispute to Level Four.

Level Four – In the event either party properly refers the dispute to Level Four or the dispute is not resolved at Level Three within ten (10) business days after referral of that dispute to Level Three, either party may seek resolution of the dispute through litigation or other judicial proceedings in Island County Superior Court.

**14.1.2.** Subject to the terms of Section 14.2 (below), if Contractor shall fail to comply with a material provision of this Contract, the County may provide Contractor a written order to so comply within thirty (30) days from the date such order is received by Contractor. If Contractor is not in compliance with this Contract after expiration of said thirty (30) day period, the County may, by resolution of the Board of Commissioners, declare an immediate forfeiture and termination of this Contract. The County and Contractor shall, as may be reasonably practicable, continue to perform their respective obligations under this Agreement while a dispute is pending.

#### **14.2 Default; Enforcement and Remedies.**

No provision of this Contract shall be deemed to bar the right of the County to seek or obtain judicial relief from a violation of any provision of the Contract (including, but not limited to, the terms of Section 14.1. [above], or Section 15. [below]). Failure of the parties to comply with the terms of this Contract shall constitute default. Neither the existence of other remedies identified in this Contract nor the exercise thereof shall be deemed to bar or otherwise limit the right of the County to recover monetary damages for such violations by the Contractor, or to seek and obtain judicial enforcement of the Contractor's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity. Time is specifically declared to be of the essence of this Agreement and of all acts

required to be done and performed by the parties hereto.

#### **14.3 Contractor's Bankruptcy/Receivership**

If during the term of this Contract the Contractor becomes insolvent, is dissolved, files a petition under any bankruptcy statute, is the debtor in any involuntary bankruptcy case that is not dismissed within sixty (60) days after the petition commencing that case is filed, makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors or on account of its insolvency, that event could impair or frustrate the Contractor's performance of this Contract. Therefore, it is agreed that on the occurrence of any one or more of those events, the County shall be entitled to request of Contractor or its successor-in-interest adequate assurance of future performance in accordance with the terms and conditions of this Contract. Failure of Contractor and Surety to comply with that request within ten (10) calendar days of service on both Contractor and Surety of a written request from the County for that assurance shall entitle the County to terminate or suspend Contractor's performance of the Contract. The County shall not be bound to the Contract by any trustee or receiver appointed to take possession of any of the Facilities or the Contractor's business.

#### **14.4 No Waiver by County**

Nothing in this Article, and no actions taken pursuant to this Article shall constitute a waiver or surrender of any rights, remedies, claims or causes of action the County may have against Contractor or its Surety under any other provision of this Contract or any provision of law.

#### **14.5 Termination of Contract**

Subject to the provisions of Article 9, if an Uncontrollable Circumstance occurs and prevents the County or the Contractor from performing the Contract (except for an increase in or imposition of a State/Local Solid Waste Handling Fee enacted by the County or a change in County law that makes performance impossible), the County shall have the right, in its sole discretion, to terminate this Contract.

### **ARTICLE 15 ARBITRATION, VENUE; & GOVERNING LAW**

#### **15.1 Arbitration for Calculations**

Subject to the terms of Section 14.2. (above), and the conditions and limitations of this Article, controversies or claims arising out of or relating to the Tipping Fee, Payment or other calculations under this Contract and any other unresolved disputes designated for arbitration in the Contract may (by mutual agreement of the parties) be exclusively settled by arbitration under the laws of the State of Washington, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. All other controversies and claims shall be decided exclusively by the Superior Court of the State of Washington in Island County, Washington. The decision of the arbitrator shall be final and binding on both parties and the Surety.

#### **15.2 One Arbitrator**

All arbitrated disputes shall be heard and decided by one (1) arbitrator.

**15.3 Limited Consolidation**

There shall be no consolidation of any arbitration between the County and the Contractor involving, arising from or relating to this Project with any other arbitration not involving, arising from or relating to this Project.

**15.4 Expedited Procedure**

In the event that the County determines, in its sole discretion, that the public interest requires a speedy resolution of any arbitral controversy or claim regardless of the amount, the County shall have the option of electing resolution of the controversy or claim by the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association (Rules 54 through 58).

**15.5 Arbitrable Disputes: Jurisdiction; Venue**

Each party to the Contract and the Surety accept the jurisdiction of the courts of the State of Washington for the purposes of commencing, conducting and enforcing arbitration proceedings and agree to accept written notice of the arbitration proceedings sent by certified mail. The parties agree that proper venue for any judicial proceeding to enforce any decision or award made by an arbitrator under this Article shall be exclusively in Island County in the State of Washington.

**15.6 Non-arbitrable Disputes: Jurisdiction; Venue**

The parties agree that the proper jurisdiction and venue for any judicial proceeding brought under this Contract or any subcontract made pursuant to this Contract that is not subject to resolution by arbitration under this Article shall be the Superior Court of the State of Washington in Island County.

**15.7 Arbitrator's Fees; Attorney's Fees**

The parties shall share the cost of any arbitration conducted under this Article. In the event that a suit or other action or arbitration is instituted to enforce any matter involving, arising from or relating to this Project or the Contract, each party shall be responsible for payment of its own attorney's fees and costs unless otherwise indicated in this Contract.

**15.8 Standing**

Only the County and the Contractor shall have standing to bring or become a party to arbitration claims or legal actions under this Contract. Except as expressly provided herein to the contrary, this Contract is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, members of the general public, any property owners and/or residents in the vicinity of the leased property, and/or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of either party.

## **ARTICLE 16**

## **SUCCESSORS; ASSIGNMENT**

### **16.1 Contractor Delegation**

The County executes this Contract with the Contractor as a qualified party to accomplish the Project. The Contractor's delegation of any Contract duties shall require the prior written consent of the County. Any delegation of duties shall not relieve the Contractor or the Surety of any liability and/or obligation to perform.

### **16.2 Assignment**

Subject to and in accordance with the terms of Section 4., the Contractor shall not assign any rights or obligations under or arising from this Contract without the prior written consent of the County unless otherwise permitted under Section 16.3.

### **16.3 Change in Control or Ownership**

Any change in control or the transfer of a controlling interest in the beneficial ownership of the Contractor shall constitute a default under the terms of this Contract, unless the County consents to that transfer. "The transfer of a controlling interest of Contractor" shall include, but is not limited to, the transfer or assignment of ten percent (10%) or more of the beneficial ownership of Contractor to or from a single entity, unless the County consents to that transfer or assignment; however, the following transfers or assignments shall not be construed as "the transfer of a controlling interest of Contractor:"

(a) intra-company transfers in the form of transfers between different subsidiaries or branches of the Contractor's parent corporation, or (b) if the Contractor, or its parent corporation, is a closely held corporation, transfers or assignments between individuals who own, in whole or in part, the parent or any subsidiary including transfers or assignments between or to (i) the individuals who own, in whole or in part, the parent or any subsidiary, (ii) the spouses, surviving spouses and linear descendants (including adopted children) of the persons described in (b)(i), above, (iii) a trust, corporation, partnership or other entity owned by the persons described in (b)(i), above, and (iv) a corporate trustee designated to act in a fiduciary capacity for the estate or trust of any person described in (b)(i), above. Notwithstanding the foregoing, the County may in its sole discretion determine that new ownership can adequately and faithfully render the service called for in this Contract for the remaining term of the Contract, and the County may then elect to execute a novation, allowing new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligations and liability. The new ownership would then be solely liable for any work and/or claims related to this Contract.

### **16.4 Binding Effect**

This Contract shall be binding on any and all successors or assignees in accordance with this Article.

## **ARTICLE 17**

## **GUARANTEES AND WARRANTIES**

### **17.1 Guarantees and Warranties Required by Contract**

The Contractor shall provide to the County any and all warranties and guarantees specifically or implicitly required by any of the Contract Documents.

**17.2 Other Guarantees and Warranties**

The Contractor shall provide warranties and guarantees not expressly required by the Contract Documents that may be reasonably necessary to ensure the viability of the County's rights and remedies under this Contract.

**17.3 County as Beneficiary**

All warranties or guarantees for equipment, services or materials furnished to Contractor or subcontractors by any supplier shall be deemed to inure to the benefit of the County. If any supplier of any equipment, service or material furnishes a guarantee or warranty for a period in excess of one year from the date of acceptance, Contractor's guarantee, as provided in this Article, shall be deemed to extend for a like period as to that equipment, service or material.

**17.4 Contractor Compliance with Warranties**

The Contractor shall fulfill the conditions of any manufacturer's warranty for material or equipment.

**17.5 Contractor Repair of Defects**

Within a reasonable time after receiving written notice, the Contractor, at its own expense and without cost to the County or interruption of the Project, shall correct any defects in workmanship that exist prior to or during the period of any guarantee as well as any damage caused by those defects or their repair.

**17.6 Independent Guarantees and Warranties**

The guarantees and warranties described in this Article shall not be construed to modify, limit or lessen in any way, any rights or remedies that the County may otherwise have against the Contractor and the Surety.

**ARTICLE 18 CONTRACT TERM & RENEWAL; ADDITIONAL TERMS**

**18.1** This Contract shall be effective upon mutual execution. The Contractor shall commence services on January 1, 2025, at 12:00 AM, Pacific Time and shall terminate on December 31, 2030 at 11:59 PM, Pacific Time, PROVIDED, HOWEVER, that the term of this Contract may be extended or renewed, by mutual agreement, on substantially similar terms and conditions, for up to two (2) additional six (6) year terms.

**18.2** Each of the terms and provisions of this Contract have been reviewed and negotiated and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Contract in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Contract. The parties represent that they have

had a full and fair opportunity to seek legal advice with respect to the terms of this Contractor and have either done so or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Contract, that they understand its meaning and effect, and that they enter into this Contract with full knowledge of its terms, and without duress or undue influence.

**18.3** No partnership and/or joint venture exists between the Contractor and the County, and no partnership and/or joint venture is created by and between the Contractor and the County by virtue of this Contract. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

**18.4** This Contract contains all of the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached (and/or have been received and reviewed by the parties) and no other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. This Contract may be changed, modified, amended or waived only by subsequent written agreement duly executed by the parties hereto. Waiver or breach of any term or condition of this Contract shall not be considered a waiver of any prior or subsequent breach.

**18.5** In the event any term or condition of this Contract or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Contract 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.

**18.6** Each person signing this Contract represents and warrants that he or she has the proper authority to bind the party on whose behalf he or she signs.

**18.7** The captions in this Contract are for convenience and reference only and do not define, limit, or describe the scope or intent of this Contract. This Contract may be executed in any number of counterparts, via facsimile or otherwise, each of which shall be deemed an original, but all of which together shall be construed as one and the same instrument.

**CONTRACTOR:**

**Regional Disposal Company, DBA Republic Services**

\_\_\_\_\_  
Ryan Lawler, Area President Northwest

Date: \_\_\_\_\_, 2024

STATE OF

WASHINGTON

} ss.

COUNTY OF ISLAND

I certify that I know or have satisfactory evidence that \_\_\_\_\_, is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that he/she was duly authorized execute the instrument and acknowledged it as \_\_\_\_\_ of the \_\_\_\_\_, a \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

(SEAL)

\_\_\_\_\_  
Notary Public

Print name: \_\_\_\_\_

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**COUNTY:**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

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

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

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney



**Exhibit A**  
**Tipping Fees (Article 8)**

<b>Receiving Services and Transport Services Fee- Camano Island</b>	<b>\$1,805.00 per haul</b>
<b>Receiving Services and Transport Services Fee- Whidbey Island</b>	<b>\$1,645.00 per haul</b>
<b>Disposal Services Fee</b>	<b>\$43.30 per ton</b>

**Exhibit B**  
**Substantial Form of Contract Performance Bond (Article 6)**



USI Insurance Services  
601 Union Street  
Suite 1000  
Seattle, WA 98101  
www.usi.com  
Tel: 206.441.6300

June 14, 2024

## LETTER OF INTENT

Island County, WA  
1 NE 7th St,  
Coupeville, WA 99801

RE: Regional Disposal Company  
Solid Waste Long Haul Transportation & Disposal

To Whom it May Concern:

We are writing to you at the request of Regional Disposal Company.  
This principal has or is about to submit a Bid proposal for Solid Waste Long Haul Transportation & Disposal.

If a contract for this work is awarded to Regional Disposal Company,  
Western Surety Company a surety licensed to conduct business in the  
State of WA, has agreed to act as surety to issue the required Performance and/or  
Payment Bond should one become a condition of awarding this contract.

Please let us know if you need anything further in this regard.

Sincerely,

Tatiana Geffer  
Attorney-in-Fact  
Western Surety Company



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Tatiana Gelter**, **Individually** of **Seattle, WA**, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No: Letter of Intent  
Principal: Regional Disposal Company  
Obligee: Island County, WA

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

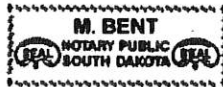
Larry Kasten, Vice President

State of South Dakota } ss  
County of Minnehaha }

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of June, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No.: \_\_\_\_\_

### Performance Bond

**KNOW ALL BY THESE PRESENTS,** That we \_\_\_\_\_, as Principal and \_\_\_\_\_, of \_\_\_\_\_, authorized to do business in the State of \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_ as Obligor, in the maximum penal sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

**WHEREAS,** the Principal has entered, or is about to enter, into a written agreement with the Obligor to perform in accordance with the terms and conditions of the \_\_\_\_\_ (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

**NOW, THEREFORE,** the condition of this obligation is such that if the above name Principal, its successors and assigns, shall well and truly perform its obligation as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligor has agreed to accept this Bond, this Bond shall be effective for the definite period of \_\_\_\_\_ to \_\_\_\_\_  
The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew, shall itself constitute a loss to the Obligor recoverable under this Bond or any extension thereof.
2. If there is no breach or default on the part of the Obligor, then the Surety's performance obligation under the bond shall only arise after:
  - a. The Obligor has notified the Principal and the Surety in writing at their respective addresses of the alleged breach with a detailed description thereof, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during the notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligor, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Obligor's right, if any, to subsequently declare a Principal default;
  - b. The Obligor has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
  - c. The Obligor has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligor.

3. No claim, action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within six months from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

**Surety Address:**

**Attn:** \_\_\_\_\_

**SIGNED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Principal**  
**By:** \_\_\_\_\_

\_\_\_\_\_  
**Surety**  
**By:** \_\_\_\_\_  
**Attorney-in-Fact**

EXAMPLE





USI Insurance Services  
601 Union Street  
Suite 1000  
Seattle, WA 98101  
www.usi.com  
Tel: 206.441.6300

June 14, 2024

FEDEX EXPRESS - Next Day

Pinky Vargas  
Regional Disposal Company  
1524 Slater Road,  
Ferndale, WA 98248

RE: Regional Disposal Company  
\$6,380,000.00 Letter of Intent  
to Island County, WA  
for Solid Waste Long Haul Transportation & Disposal  
Bid Date: June 14, 2024

Enclosed find your Letter of Intent for the above captioned bid as requested. Please review for accuracy before forwarding the enclosed original Letter of Intent to the Oblige along with the rest of your bid package.

**To avoid potential delays after award, always ensure that your Legal Entity/Bidder's name on your bid matches the Company/Principal name on the Letter of Intent.**

Please note, that in the event Regional Disposal Company is the successful bidder, it is up to field to request a Performance bond if it is required per the terms of the contract, as one is not automatically issued.

Should you require further assistance or if you have any questions, please do not hesitate to contact me at 206-731-1200 or email us at RSNew@usi.com.

Good Luck!

  
Tatiana Geffer  
Surety Department

**SPECIAL INSTRUCTIONS FOR THIS BOND (if left blank, there are no special instruction for your bond):**

Please note that strikes are not considered uncontrollable circumstances per the contract.

ORIGIN D/B/E/A (206) 577-5940  
TATIANA GERTER  
801 UNION ST  
SUITE 1000  
SEATTLE, WA 98101  
UNITED STATES US

SHIP DATE: 23APR24  
ACTWGHT: 1.00 LB  
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**Island County Public Works***Fred Snoderly, Director**James Sylvester, Assistant Director*

---

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November 13, 2024

TO: Board of Island County Commissioners

FROM: James Sylvester, Assistant Public Works Director

RE: **Camano Island Recycling Services Services Contract**

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The current contract for Camano Island recycling services, which provides for transportation and recycling of recyclable materials collected at the Camano Island solid waste transfer station, expires on December 31, 2024. Notice of a Request for Proposals (RFP) for service provision was published on July 10, 2024. Proposals were due by September 9, 2024. Two proposals were received. Proposals were scored according to cost of services; prior experience; management capability; schedule availability; financial resources and stability; nature of proposed facility; system reliability; performance standards for facility; compatibility with existing service facilities; project performance guarantees; technical expertise; enforcement provisions; environmental protection measures; consistency with comprehensive solid waste management plan; risk allocation; and as further described and provided in the RFP.

Based on the above criteria, along with an excellent history and experience of service provision, Waste Management of Washington, Inc. is being recommended for award of contract.

**ISLAND COUNTY, WASHINGTON**

**TERMS AND CONDITIONS AND SCOPE OF SERVICES**  
**FOR CAMANO ISLAND RECYCLING SERVICES**

**BETWEEN ISLAND COUNTY (COUNTY)**  
**AND**  
**WASTE MANAGEMENT OF WASHINGTON, INC. (CONTRACTOR)**

**ISLAND COUNTY, WASHINGTON**  
**TERMS AND CONDITIONS AND SCOPE OF SERVICES**  
**FOR CAMANO ISLAND RECYCLING SERVICES**

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ATTACHMENT “A” to Contracts and Purchase Orders for Service Contracts

## TERMS & CONDITIONS

### 1. DEFINITIONS

**1.1 Recyclable Materials** means the materials described below and pursuant to Section 3.5. Notwithstanding the foregoing, in the event that the market for a certain commodity becomes unavailable, or if commodity pricing changes for reasons beyond the Contractor's control, making marketing of certain materials impracticable, Contractor may, with written notice to the County, remove materials from the list of Recyclable Materials.

MATERIAL TYPE	DESCRIPTION	PREPARATION INSTRUCTIONS	EXCLUSIONS
Glass	* Food or beverage containers	Remove lids; empty of all foods or liquids. Labels do not need to be removed.	Leaded glass; windows, mirrors, baking dishes, storage dishes, ceramic, plates, glassware, storage/canning jars.
Paper	<ul style="list-style-type: none"> <li>* Office paper, copy paper, construction paper</li> <li>* Newspaper and paper inserts</li> <li>* Magazines and paper inserts</li> <li>* Catalogs</li> <li>* Cardboard</li> <li>* Mail and paper inserts</li> <li>* Envelopes</li> <li>* Paper bags</li> <li>* Cereal, cookie and cracker boxes</li> <li>* Paper towel tubes</li> <li>* Tissue boxes</li> <li>* Non-foil wrapping paper</li> <li>* Kraft paper bags or boxes</li> </ul>	Remove plastic bags (exterior or interior), plastic packaging, metal, electronics, magnets, twine, straws, lids and any food or liquids. Must be dry. Plastic windows in paper envelopes okay.	Shredded paper; paper envelopes with bubble wrap liners, insulation liners or envelopes made from plastic (Tyvek); laminated paper; stickers; labels; photos; carbon paper; receipts; paper affixed to magnets; wax or poly-coated cups, cartons or aseptic containers; pet food bags; mixed material bags; wet or soiled paper; paper with large amounts of paint or glue.
Cardboard	<ul style="list-style-type: none"> <li>* Cardboard boxes</li> <li>* Cardboard packaging</li> </ul>	Flatten all cardboard. Remove all interior packaging, block foam, packing	Waxed cardboard, wet cardboard.

<b>MATERIAL TYPE</b>	<b>DESCRIPTION</b>	<b>PREPARATION INSTRUCTIONS</b>	<b>EXCLUSIONS</b>
	* Cardboard beverage 'flats' or nursery 'flats'	peanuts and exterior plastic wrap. Do not bundle with tape or twine. External tape okay. Oversized cardboard can be placed next to cart/container. Must be dry.	
Metal	* Tin, aluminum and steel food or beverage containers	Remove all exterior packaging; remove lids; empty of all food or liquids. Labels do not need to be removed.	Aluminum foil and trays; sharp or greasy metal; batteries; propane tanks; microwaves; electrical cords; cell phones; car snow chains. Empty aerosol cans. Metal appliances. Scrap Metals.
Plastic	* PET/PETE bottles (#1 plastic) * HDPE bottles/jugs (#2 plastic)	Plastic bottles with plastic screw-on lids are okay if lids are screwed back on, remove all other lids; remove straws; empty of all food, liquids or other debris. Labels do not need to be removed.	#3, #4, #5, #6 & #7 plastics, plastic bags, plastic cups, plastic film; plastic bottles that contained HEW listed materials; deli, bakery and produce clamshell containers; loose lids – any size; plant trays; PVC; large rigid plastic (outdoor furniture, laundry baskets, swimming pools, toys, etc.); hoses; landscaping/sprinkler tubins; dairy tubs, e.g., butter, yogurt, cottage cheese.

**1.2 Recycle Park.** A county-owned and County-staffed collection and transfer facility where Camano Island residents and businesses may self-haul and deposit post-consumer Recyclable Materials which are transferred to a permitted recycle center for further processing or preparation toward marketing for reuse. The Recycle Park is within a larger municipal solid waste drop box facility or transfer station.

**1.3 Scrap Metals** means ferrous or non-ferrous metallic consumer discards such as tools, barbecues, non-refrigerating appliances, wiring, household furnishings, bicycles and cookware. Scrap metals contain incidental non-metallic materials such as wood, rubber and plastic. For the purposes of this contract, non-ferrous metal does not include refrigerating appliances or metallic food or beverage cans.

## **2. GENERAL PROVISIONS**

**2.1 Law Applicable.** This Contract is made in and shall be construed under the laws of the State of Washington.

**2.2 Adherence to Law.** Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Contract.

The Contractor shall be responsible for, and pay for all applicable licenses and permits, except those which are the County's responsibility pursuant to Section 4.2.3.

The Contractor agrees not to exclude any person from employment and/or volunteer participation or deny benefits or services based on race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, the presence of any sensory, mental or physical handicap or honorably discharged veteran or military status. The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 and other anti-discrimination laws with which Island County must comply.

The Contractor shall carry out duties in a manner consistent with the applicable provisions of the Island County Comprehensive Solid Waste Management Plan as may be applicable to this Contract.

**2.3 Entire and Complete Agreement.** This Contract constitutes the entire and complete agreement and final expression of the parties with respect to the subject matter it contains, and supersedes all prior or contemporaneous agreements, understandings, arrangements, commitments and representations, whether oral or written. In the event of any conflict between the language set forth in this Contract, the language in the Contract shall prevail and this Contract shall be interpreted as if that conflicting language was not a part of the contract between the parties. The Contractor immediately shall bring to the County's attention for decision and mutual revision any observed conflicts between or duplications of any Contract provisions or any material omissions from the Contract. The Contractor shall obtain written instructions from the County's Representative before proceeding with services affected by omissions or discrepancies in the

Contract. In the event of a discrepancy in the provisions of the Contract, the most stringent provision shall apply.

**2.4 Severability.** If any Contract provision is for any reason determined to be invalid, illegal or unenforceable under any applicable law, the remaining provisions of the Contract shall remain in effect and bind the parties; however, the parties shall negotiate in good faith to amend the Contract to effectuate the intent of any invalid, illegal or unenforceable provision, if permissible under applicable law.

**2.5 Construction of Terms.** Unless otherwise specified in the Contract, words describing material or work that have a well-known technical or trade meaning shall be construed in accordance with the well-known meaning generally recognized by solid waste professionals, engineers and trades.

**2.6 Access.** The County shall have the right to inspect any or all of the Contractor operations, facilities or records related to this Contract that are reasonably related to the services provided by Contractor under this Contract, and specifically excluding records and information to the extent such records or information are confidential, proprietary and/or privileged. The Contractor will make such records available to the County Public Works Director or a designated person upon written request. However, the County's access to records under this Section shall be treated as confidential information, except as otherwise provided by law.

**2.7 Independent Contractor.** The Contractor is an independent contractor. As such, the Contractor shall adhere to labor laws, Washington Industrial Safety & Health Act regulations, and meet other insurance/bond requirements specified by law and/or in Section 2.13 below. The Contractor is in no sense an agent or employee of the County, shall not represent itself as such, and has no authority to bind the County to any agreement, or otherwise act as agent of the County in any way.

**2.8 No Third Party Beneficiaries.** This Contract is entered into by the County in its governmental capacity and is not intended to and does not create any third party beneficiary or rights in any public or private person.

**2.9 Term of Contract.** The Contract term is from January 1, 2025 through December 31, 2030 (five years) unless terminated under Section 2.23. The Contract may be extended for up to two (2) additional renewal terms of three (3) years per term, upon mutual agreement of the Parties, up to a maximum of six (6) additional years.

**2.10 Commencement of Services.** The Contractor shall begin services on January 1, 2025.

**2.11 Contract Administration.** The County will provide administration of this contract. The Contractor's designated contact with the County shall be the Solid Waste Division Manager or other person designated by the Public Works Director.

**2.12 Indemnification/Hold Harmless.** "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees,



attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless Island County from any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless Island County only to the extent claim is caused in whole or in part by negligent or intentional acts or omissions of Contractor.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

**2.13 Insurance.** The Contractor shall comply with the insurance requirements as set forth in Attachment "A." Prior to commencement of services under this Contract, Contractor shall submit to the County certificates of insurance for the coverage required and shall maintain the same type and amount of coverage for the life of this Contract.

**2.14 Duties of the Contractor.** The Contractor shall supervise and direct the work identified in the Contract, using Contractor's best skill and attention, and shall be solely responsible for the entire operation, means, methods, techniques, sequences and procedures including all labor, tools, materials, equipment and transportation, and for coordinating all portions of the work under the Contract unless otherwise specifically provided for in the Contract.

Failure to supply sufficient properly skilled workers, or adequate equipment/materials, and/or failure to execute the work to prompt completion, and/or failure to perform any of the obligations of the Contract as determined by the County, shall be sufficient reason to assess a penalty or terminate the contract or any portion of the Contract according to the provisions of Sections 2.22 and 2.23 of this contract.

**2.15 Contractor's Work.** Contractor shall conduct work in a manner that allows for convenient and safe public access to the Recycle Park and Solid Waste Drop Box Station. The Contractor shall maintain good order among employees. The Contractor shall be responsible to the County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Contractor. Violations of any of these conditions, as determined by the County, may result in a penalty to the Contractor as provided for in Section 2.22.

**2.16 Flow of Materials.** The Contractor bears the responsibility to ensure a timely flow of designated recyclables from the Recycle Park and to operate in accordance with the Washington State Minimum Functional Standards for Solid Waste Handling (WAC 173-350.) An unlawful accumulation of any materials on County property or at County collection sites and facilities will be cause for penalty or termination of this contract as provided for in Section 2.22.

**2.17 Materials accepted.** Materials collected at the Recycle Park and accepted by the Contractor shall include those recyclables identified in Section 1 Definitions. The Contractor shall have obtained any required licenses and permits for handling such materials.

2.17.1 Contamination. In the event materials at the Recycle Park contain non-recyclable items, Contractor may reject the load at the Recycle Park, giving the County the opportunity to remove non-recyclables and/or may charge the County additional processing or disposal costs associated with handling as waste.

**2.18 Protection of Personal Property.** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work performed under this Contract. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable precautions to prevent damage, injury, or loss to all employees, customers, other persons, the work and materials, and other property.

**2.19 Alcohol and Drug-Free Workplace.** The Contractor is responsible for maintaining an alcohol and drug-free workplace at all times on County property. Violation of this condition is cause for termination of the contract by the County.

**2.20 Subcontractors.** A list of any and all subcontractors who have a direct contract or agreement with the Contractor to perform any work on County property shall be submitted to the County for approval prior to the work being performed. Any delegation of duties shall not relieve the Contractor or the surety of any liability and/or obligation to perform. Subcontractors are bound by the provisions of Sections 2.2, 2.13 and 2.14 of this contract. Island County, at its sole discretion, may require subcontractors to maintain a performance bond for the services provided.

Neither party shall assign or subcontract this Contract without the written consent of the other Party. Island County must consent to any direct or indirect change in control or indirect controlling interest in the Contractor's ownership.

**2.21 Miscellaneous.** No modification of any provision of this contract by the Contractor is valid unless such modification is pre-approved and signed by the Public Works Director or the Board of Island County Commissioners.

All covenants herein shall be conditions. Time shall be of the essence. Failure on the part of either Party to adhere to any provision of this Contract shall not be construed as a waiver of the right to compel adherence of such provision or any other provision.

The Contractor is responsible for obtaining necessary permits for its off-site operations, and ensuring that subcontractors, employees or other persons handling recycled materials from the facilities covered under this contract are operating with and in accordance with all necessary permits, insurance and/or licenses required by law.

**2.22 Penalties.** If the Contractor fails to perform the work in accordance with this Contract, the County may, by written order signed by the Public Works Director, direct the Contractor to stop the work, until the cause of such order has been eliminated, and the County may acquire alternate service and deduct the costs of such alternate service from any payments due to

the Contractor. However, this right of the County to stop the work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor, or any other person or entity.

A first violation of the conditions of this contract may result in a written warning from the County. Further violation of said conditions may, at the discretion of the Public Works Director, result in a payment reduction of up to \$500 from the Contractor's next invoice to the County.

During any 12-month period of the contract, three or more violations of the conditions of this Contract for which the Contractor has received written notice, shall warrant sufficient cause for unilateral Contract termination by the County, at the option of the Public Works Director.

2.22.1 Force Majeure. Provided that the requirements of this section are met, Contractor shall be excused from performance and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, it shall give the County promptly written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

## **2.23 Termination.**

2.23.1 Defaults by County. If the County fails to make a payment for an approved invoice for a period of greater than forty-five (45) days following the invoice date, the Contractor may after fifteen (15) additional days, following written notification to the County with no payment received, terminate this Contract.

2.23.2 Defaults by Contractor. Defaults by the Contractor, which may result in unilateral termination of the Contract by the County, shall include abandonment of work, failure to perform services, or failure to meet other obligations of this Contract. Abandonment of work shall consist of three (3) days of failure to empty full recycle container(s) at the Recycle Park. Failure to perform services or meet other obligations of this Contract may, after elapsed times, notices, and/or penalties by the County as described in Section 2.22, result in unilateral termination of this Contract after fifteen (15) days' written notice to the Contractor.

Should conflict arise, the Contractor and the Public Works Director, or designee, shall work in good faith together to resolve such conflict. Should such conflict resolution fail, a third-party arbitrator mutually acceptable to each party of this contract may be employed to

resolve the conflict. Each party to this Contract shall be responsible for one-half of the cost of an independent arbitrator.

2.23.3 Mutual Termination. By mutual agreement of the Parties, this Contract may be terminated at any time.

**2.24 Cooperative Purchases.** The Washington State Interlocal Cooperative Act, RCW 39.34, provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all Parties are willing.

### **3. FINANCIAL PROVISIONS**

**3.1 Compensation.** Island County shall pay the Contractor for the performance of the work, subject to the provisions of this Contract and as it may be amended, to collect, process, and transport to a buyer of the designated recyclables at the rates listed below:

<b>Service</b>	<b>Rates</b>
Recyclable Materials processing, per ton	\$213.64
Roll Off Recyclable Materials, per haul	\$192.25
Scrap Metal, per haul*	\$192.25
Contamination charge, per ton	\$ 30.00
*The County is responsible for all processing costs for Scrap Metal. The rate listed above is for containers and transportation only.	

These rates reflect all costs of processing and transporting of the materials, and revenues to Contractor from the marketing of processed materials, subject to Sections 3.4 and 3.5.1.

**3.2 Payments.** Island County shall pay for actual services rendered, and shall make payment within thirty (30) days upon receipt of the Contractor invoice. Retainage does not apply to this Contract.

### **3.3 Payment Procedures.**

3.3.1 Time of Payment. Payment for work performed shall be made monthly based on rates set forth in Section 3.1. Payments shall be made the month following performance of the work.

3.3.2 Monthly Reports/Invoices. Invoices for work performed shall be submitted monthly and be based on weight slips for loads leaving the recycle park.

Monthly invoices from the Contractor shall include:

- i. Contractor's printed name, address, and signature;
- ii. Billing date;
- iii. Period covered by the invoice;
- iv. Separate weight totals for Mixed Household Recyclable Materials, and any commodities added by mutual contract between County and Contractor; and
- v. The agreed rate as listed in Section 3.1.

3.3.3 Quarterly Report. Contractor shall report quarterly to County the following:

- i. Quarterly average percentage of each commodity recycled, and
- ii. percentage of any residual materials at sorting facility.

**3.4 Adjustment of Payments.** Commencing on January 1, 2025, and on the same date annually thereafter (each, an "Adjustment Date"), the service rates, as adjusted hereunder, shall be automatically increased by one hundred percent (100%) of the annual percent increase in the Consumer Price Index (CPI) series CUUR0000SEHG for Water and Sewer and Trash Collection Services, US City Average, not seasonably adjusted, as published by the Bureau of Labor Statistics. The CPI adjustment will be calculate using the change in the twelve (12)-month annual average between the November to October period of the current year compared to the same period for the prior year. Provided that adequate supporting information has been submitted by the Contractor, adjustments to Contractor's service rates shall be deemed approved and shall take effect as outlined in this Section. Adjustments to Contractor's rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. Annual CPI adjustments shall never be negative. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment that year.

**3.5 Changes of Work, Changes in Fees.** During the term of the Contract, changes in specifications may be necessary due to regulatory, budgetary, market, fuel costs and/or other factors. The Parties, without invalidating the Contract, may mutually agree upon changes in the work consisting of additions, deletions, or modifications. The Contract sum, price schedule and term will be adjusted to compensate Contractor for any changes in work. With the exception of the list of recyclable materials defined in Section 1, such changes shall be authorized by written change order signed by the Public Works Director or the Board of Island County Commissioners. Changes in the list of designated recyclables shall be by mutual agreement of the Parties.

3.5.1 Extraordinary Rate Adjustments. The Contractor's service rates set by this Contract are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the annual CPI adjustment, the Contractor's rates under this Contract shall, upon written request of Contractor, be further adjusted on

an interim basis for increased expenses or reduced revenue associated with performance of the services hereunder due to any one or more of the following causes:

- (a) Material changes in Contractor's costs resulting from a Force Majeure event;
- (b) Material changes in the scope or method of services provided by Contractor, or other changes or fees required, initiated, or approved by the County;
- (c) Any change in law, statute, rule, regulation, ordinance, order or requirement of any foreign, federal, state, regional or local government that is effective after the Effective Date of this Contract;
- (d) Any increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of Recyclable Materials;
- (e) Any material decreases in market prices for Recyclable Materials or increase in the cost to collect, handle, store, transport, process, market, and/or sell Recyclable Materials; and/or
- (f) Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If Contractor requests an adjustment due to the extraordinary circumstances set forth above, Contractor shall prepare a rate adjustment request setting forth its calculation of the increased costs or reduced revenue and accompanying rate adjustment necessary to offset such increased costs or reduced revenue. The County may request any and all documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and such request. If such third party is retained, the County shall take reasonable steps, consistent with state law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The County shall act within ninety (90) days of receipt of the request from Contractor, but shall approve the request if reasonably sufficient supporting information is provided.

Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the County shall approve the interim rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to customers by the date the same are effective.

**3.6 Location.** Payment will be made to the Contractor for provision of recycling services at the following location in Island County, Washington:

Camano Island Transfer Station and Recycle Park  
75 E. Camano Hill Rd  
Camano Island, 98282

## **SCOPE OF SERVICES**

### **4. GENERAL**

#### **4.1 General Statement of Services.**

4.1.1 The Contractor shall provide to the County the services of collection and management of Recyclable Materials from the County's Transfer Station and Recycle Park, and collection and transportation of Scrap Metals. Services include any other activities that ensure Recyclable Materials are lawfully marketed, recycled, reused, processed or converted into other valuable or useful products to the fullest extent practical.

The Contractor shall provide to the County collection and transportation of Scrap Metals from the Camano Island Transfer Station to Skagit River Steel and Recycling, located at 1265 S. Anacortes St., Burlington, WA 98223. The Contractor shall not be responsible for processing, management or any other activities related to Scrap Metals.

#### **4.2 Recycle Park, General Guidelines.**

4.2.1 Compliance With Laws and Restrictions. Contractor shall faithfully observe, perform and comply with all laws, ordinances, rules and regulations of every governmental authority affecting Island County property; all easements, reservations, restrictions, covenants and conditions of record affecting or pertaining to Island County facilities. The Contractor shall not use, contract, or otherwise permit any person to use Island County facilities for or in connection with any unlawful purpose or in any manner that causes a nuisance. The Contractor shall not use, or approve use of, Island County facilities in any manner by agreement, contract or other means that would, in the opinion of the Public Works Director or the Board of County Commissioners, be detrimental to the interests of Island County. Island County shall, at its sole discretion, determine whether proposed uses of County facilities are detrimental to Island County interests. Island County shall have oversight authority to modify or disapprove of proposed service agreements, contracts or other obligations regarding use of County facilities that are detrimental to the interests of Island County. If the Contractor uses Island County facilities in a manner determined to be detrimental to the interests of the County by the above mentioned authorities, the Contractor shall pay all costs incurred by Island County as a result of the Contractor actions (including but not limited to attorney fees, court costs, and any other payments required to be made by Island County.)

4.2.2 Maintenance of County Facilities and Equipment. The Contractor shall maintain the County's facilities and equipment in good repair, be responsible for repairing in a timely manner any damages caused by the Contractor, his/her employees or agents, and for immediately notifying the County about the need for repairs due to normal wear or use of County facilities and equipment. Any damage done to County facilities or equipment by the Contractor, his/her employees or agents shall be reported immediately to the Solid Waste Manager and shall be documented on appropriate incident report forms provided by the County. No alterations of County equipment or facilities shall be made without the prior approval of the Solid Waste Manager.

4.2.3 Permits - Recycler's Responsibility. The Contractor shall bear the responsibility of conforming with all permits required by the Island County Public Health Department and State Department of Ecology pursuant to Island County Code 8.08.A. and Washington Administrative Code 173-350, and shall otherwise take all actions necessary to insure compliance with all laws, statutes, and ordinances and to perform pursuant to this contract.

4.2.4 Permits - County Responsibility. The County will obtain health and land use permits needed to sanction operations at County-owned facilities for the purposes/activities detailed in this contract.

4.2.5 Hauling Containers, Contractor Responsibility. The Contractor shall be responsible for providing all hauling containers for Designated Recyclables. The Contractor shall demonstrate the ability, flexibility and resources to ensure provision of extra containers and related equipment during periods of equipment failure. The Contractor shall have the right to place Contractor-owned, leased or rented equipment at the Recycle Park if it is used to provide services described in this contract. Such equipment shall be removed if it becomes unused and unneeded, or upon termination of this contract.

4.2.6 County Responsibility, Provision and Maintenance of Resources, Facilities and Equipment. County-owned equipment including staircases to access open-top containers and land will be maintained by the County for normal wear and use. Any equipment and facilities provided by the County shall be provided in an "as-is" condition.

4.2.7 Other Materials. The Contractor may accept and remove only designated recyclables from the county-owned facilities unless specified elsewhere in this Contract or by subsequent agreement of the Solid Waste Manager or Recycle Coordinator. In all cases, the Contractor shall have obtained any required licenses and permits for handling such materials, and adhere to all conditions therein.

#### **4.3 Camano Island Transfer Station and Recycle Park.**

4.3.1 Use of the Recycle Park. The Contractor shall have access to the County-owned and operated Recycle Park for the loading and subsequent transportation, processing and marketing of designated recyclables. The Recycle Park shall not be used by commercial collectors of recyclables including but not limited to incorporated jurisdictions and/or their contractors unless by separate agreement with the County.

4.3.2 Equipment/Resources Provided by Contractor. The Contractor shall provide for use at the Recycle Park, a minimum of five (5) 40 to 50 cubic yard open top containers for collection of mixed household recyclables, one (1) 40 to 50 cubic yard open top container for collection of scrap metal, one (1) 40 to 50 cubic yard open top container for collection of yard debris, and suitable containers for the collection and transport of any other postconsumer recyclable material to be collected under contract.

4.3.3 Equipment/Resources Provided By County. The County, at its sole discretion, may provide certain equipment and resources: One or more staff person(s) for



recycling assistance to public and for quality control of recyclables, instructional signs and pamphlets. (See Section 4.2.5).

4.3.4 Hours of Operation. The normal days and hours during which the Recycle Park is open and during which designated recyclable materials may be left by residents of Island County are 9:30 a.m. to 5:00 p.m. daily. The Contractor may access the Recycle Park for servicing of recycling containers during or outside of public hours. The Contractor shall be responsible for the security of these sites when servicing outside of public hours.

4.3.5 The Contractor's work shall be carried out in a manner that minimizes disruption of public access to recycling and solid waste transfer station facilities. The Contractor shall treat members of the public in a courteous and professional manner. Unresolved disputes between the Contractor and any member of the public using County solid waste facilities or services shall be referred to the Recycle Coordinator or Solid Waste Manager.

**4.4 Annual Reports.** Prior to March 1st of each year 2025 through 2030 the Contractor shall report the following data to the Island County Recycle Coordinator:

4.4.1 Tons of all designated recyclables hauled from the Recycle Park during the previous calendar year. Reporting categories include: Mixed Household Recyclable Materials, Mixed scrap metals, and any other commodities added by the Contractor and County.

4.4.2 An estimated percentage of each commodity within the Mixed Household Recyclable Materials, specifically, corrugated cardboard, newsprint, mixed papers, aluminum cans, tinned cans, container glass, and plastics.

**CONTRACTOR:**

**Waste Management of Washington, Inc.**

By: Juan V Gomez  
Print Name: JUAN GOMEZ  
Title: VP and Assistant Secretary  
Date: OCT 29<sup>TH</sup>, 2024

**Board of County Commissioners  
Island County, WA**

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

Attest:

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

**ATTACHMENT "A"**  
**TO CONTRACTS AND PURCHASE ORDERS**  
**For Services Contracts**

**INSURANCE/INDUSTRIAL INSURANCE WAIVER**

Prior to commencement of services under this Contract, the Contractor shall submit to Island County certificates of insurance and required endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage in effect for the life of this Contract. Each insurance policy shall provide that coverage will not be canceled without Thirty (30) days prior written notice to the County. The Contractor shall maintain at its sole expense, unless otherwise stipulated, the following insurance coverage, insuring Contractor, its employees, agents, designees and indemnities as required herein.

1. The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this Contract and such insurance has been approved by the County.

2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Workmen's Compensation, to be maintained by the Contractor shall specifically include the County as an "Additional Insured" with regard to the services provided by the Contractor under this contract and shall not be canceled without thirty (30) days prior written notice to the County. With regard to the services provided by the Contractor under this contract, the Contractor's insurance coverage shall be primary and not contributory insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

3. The Contractor shall maintain, during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Personal and Advertising Injury, Coverage for Insured Contracts and Personal Injury Coverage, to protect the Contracting Agency from claims, including but not limited to, 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 Contractor or by anyone directly employed by or contracting with the Contracting Agency.

Specific limits required:	2,000,000 General Aggregate
	1,000,000 Products/Completed Operations Aggregate
	1,000,000 Personal Injury and Advertising Injury
	1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states the Contractor's

General Liability shall be primary, and not contributory, with any other insurance maintained by the County.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Each Accident  
\$1,000,000 Policy Limit for Disease  
\$1,000,000 Each Employee for Disease

4. Commercial General Liability insurance shall be endorsed to include a separation of insureds provision, indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

5. The Contractor shall maintain, during the life of this Contract, Automobile Liability Insurance (CA00020), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Combined Single Limit to protect the Contracting Agency from claims which may arise from the performance of this Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contracting Agency. Covered auto shall be designated as "Symbol 61" any auto.

6. All Liability coverage shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) years continuous coverage shall be maintained after the expiration of the Contract.

7. The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries or provide evidence of self-insured status prior to the commencement of work.

8. Sub-Contractors – Contractor shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontracts shall be subject to all of the requirements stated herein.



## Island County Public Works

*Ed Sewester, P.E., County Engineer*

*Matthew Lander, P.E., Assistant County Engineer*

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

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

Email: [Ed.Sewester@islandcountywa.gov](mailto:Ed.Sewester@islandcountywa.gov) | [M.Lander@islandcountywa.gov](mailto:M.Lander@islandcountywa.gov)

### MEMORANDUM

November 13, 2024

TO: Board of Island County Commissioners

FROM: Mohammed Al Saffar, Project Engineer

RE: Local Agency Agreement for Non-Standard Guardrail Replacement Project, Camano Island - JL 00436-0703

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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-Standard Guardrail Replacement Project, Camano Island.

The total funding through Federal Highway Administration's Highway Safety Improvement Program (HSIP) \$1,305,000 includes \$216,000 for the Preliminary Engineering Phase and \$1,089,000 for the Construction Phase.

The project will replace the existing Non-Standard Guardrail, which has been evaluated and determined to not meet current WSDOT design standards, with New Standard Guardrail. This will cover a total length of 0.92 mile along N Camano Dr and Utsalady Rd.



**Washington State  
Department of Transportation**

**Local Agency Federal Aid  
Project Prospectus**


	Prefix	Route	( )	Date	10/22/2024
Federal Aid Project Number				DUNS Number	029118606
Local Agency Project Number	00436-0703	( 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-Standard Guardrail Replacement - Camano Island			Start Latitude N 48.25317 End Latitude N 48.25469	Start Longitude W 122.42082 End Longitude W 122.50407	
Project Termini From-To Various Various			Nearest City Name Stanwood, WA		Project Zip Code (+4) 98282
Begin Mile Post Utsalady: 1.01	End Mile Post Utsalady: 1.07	Length of Project 0.92 mile		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID 380000940i 380000360i	Begin Mile Point N Camano: 1.87	End Mile Point N Camano: 2.73	City Number	County Number 15	County Name Island County
WSDOT Region Northwest Region		Legislative District(s) 10		Congressional District(s) 2	Urban Area Number

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	216,000		216,000	Month 09	Year 2024
R/W					
Const.	1,089,000		1,089,000	09	2025
Total	1,305,000		1,305,000		

<b>Description of Existing Facility (Existing Design and Present Condition)</b>	
Roadway Width 24-30 feet	Number of Lanes 2
Existing guardrail type 1 does not meet current standards and will be removed	

<b>Description of Proposed Work</b>
Description of Proposed Work (Attach additional sheet(s) if necessary)
Replacement of guardrail along N Camano Dr & Utsalady Dr where the existing guardrail has been evaluated & determined to not meet current standards as outlined in the WSDOT Design Manual

Local Agency Contact Person Mohammed Al Saffar		Title Project Engineer		Phone 360-678-7961	
Mailing Address 1 NE 7th Street		City Coupeville		State WA	Zip Code 98239
Project Prospectus	By  Approving Authority				
	Title Ed Sewester, PE, County Engineer				Date 29 OCT 2024

Agency Island County	Project Title Non-Standard Guardrail Replacement - Camano Island	Date 10/22/2024
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### Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width 24-30 feet	Number of Lanes 2
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R		
<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
<b>Federal Functional Classification</b>	<input type="checkbox"/> Principal Arterial	<input type="checkbox"/> Principal Arterial
	<input checked="" type="checkbox"/> Minor Arterial	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> Collector	<input type="checkbox"/> Collector
	<input type="checkbox"/> Major Collector	<input type="checkbox"/> Major Collector
	<input checked="" type="checkbox"/> Minor Collector	<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35,50	
Design Speed	N/A	
Existing ADT	2966, 1168	
Design Year ADT	2966, 1168	
Design Year	2025	
Design Hourly Volume (DHV)	311	

### Performance of Work

Preliminary Engineering Will Be Performed By Consultant	Others 100 %	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-Standard Guardrail Replacement - Camano Island	Date 10/22/2024
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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 type="checkbox"/> No utility work required <input checked="" 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
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### 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

In the case utility relocation is required, agency will inform utility providers to do so prior to work beginning.

### FAA Involvement

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

### Remarks

Camano Island Airfield (ID 13W) Asphalt runway located near a body of water and on flat grasslands, at the northern end of Camano Island about 3 miles from Stanwood. (N 48.257000, W 122.436167)

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

Agency Island County

Date

By \_\_\_\_\_  
Mayor/Chairperson



Agency

Address

## Local Agency Agreement

**CFDA No. 20.205 - Highway Planning and Construction**  
(Catalog of Federal Domestic Assistance)

**Project No.**

**Agreement No.**

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

Length

Termini

**Description of Work**

Project Agreement End Date

Proposed Advertisement Date

Claiming Indirect Cost Rate  
Yes No

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

**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 \$750,000 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**

September 13, 2023

Ms. Connie Bowers, PE  
Public Works Director  
Island County  
P.O. Box 5000  
Coupeville, WA 98239-5000

**RE: Non-Standard Guardrail Replacement - Camano Island  
2023 County Safety Program  
Federal Funding**

Dear Ms. Bowers:

WSDOT is pleased to advise you that the above-mentioned safety project was selected to receive funding through FHWA's Highway Safety Improvement Program (HSIP). The federal funding is limited as shown below:

**Non-Standard Guardrail Replacement - Camano Island** **\$1,305,000**

**Scope:** See attached project summary.

*NOTE: The project is eligible for 100% HSIP funding, for all phases authorized prior to April 30, 2026. If any phase is not obligated by this date, remaining funding may be rescinded, and the agency will need to re-compete for funding or construct the project with local funds. Scope and funding modifications require prior approval from WSDOT HQ Local Programs.*

In order to meet state and federal requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs webpage for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms>)
  - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
  - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
  - ✓ Funding and billing forms;
  - ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Island Co.** and your password is **IslCo269**. The password is case sensitive.


Ms. Connie Bowers, PE  
Island County  
September 13, 2023

- FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

As a reminder, Local Programs requires all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

For assistance, please contact your Region Local Programs Engineer, Mehrdad Moini at 206.440.4734 or [Mehrdad.Moini@wsdot.wa.gov](mailto:Mehrdad.Moini@wsdot.wa.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Jay Drye", with a long horizontal flourish extending to the right.

Jay Drye, PE  
Director  
Local Programs

JD:km:cdm

cc: Mehrdad Moini, Northwest Region Local Programs Engineer  
Matthew Enders, Local Programs Technical Services Manager

## Project Summary

**Program:** 2023 County Safety Program

**Date:** July 2023

**Agency:** Island County

**Project Description:** Install/upgrade guardrail and signing.

### Detailed Project Description

**Project Title:** Non-Standard Guardrail Replacement – Camano Island

1. Install/upgrade guardrail.
  - a. N Camano Dr (#97090) from MP 1.87-2.73
  - b. Utsalady Rd (#98300) from MP 1.01-1.07

**Project Title:** Non-Compliant Regulatory and Warning Sign Replacement – County-wide

2. Install/upgrade signing.
  - a. Countywide

Note: Projects above include associated ADA and utility work as needed.

### Project Schedule (Estimated)

#### Project #1

Project added to the STIP	1/24
Project agreement signed with WSDOT Local Programs	4/24
Begin PE (phase authorized by FHWA through WSDOT)	6/24
Community/stakeholder engagement complete	N/A
Environmental documents approved by WSDOT	7/24
Begin right-of-way (phase authorized by FHWA through WSDOT)	N/A
Right-of-Way completed (certification by FHWA through WSDOT)	N/A
Contract advertised	6/25
Contract awarded	9/25
Construction complete	9/26

#### Project #2

Project added to the STIP	1/24
Project agreement signed with WSDOT Local Programs	3/24
Begin PE (phase authorized by FHWA through WSDOT)	4/24
Community/stakeholder engagement complete	N/A
Environmental documents approved by WSDOT	9/24
Begin right-of-way (phase authorized by FHWA through WSDOT)	N/A
Right-of-Way completed (certification by FHWA through WSDOT)	N/A
Contract advertised	3/25
Contract awarded	6/25
Construction complete	4/26

**Project Cost and Award Amount****Project #1**

Phase	Total Cost	Local Match	Amount Awarded
Preliminary Engineering	\$216,000	\$0	\$216,000
Right-of-Way	\$0	\$0	\$0
Construction	\$1,089,000	\$0	\$1,089,000
<b>Total</b>	<b>\$1,305,000</b>	<b>\$0</b>	<b>\$1,305,000</b>

\* Projects are eligible for 100% federal HSIP funding for all phases authorized prior to April 30, 2026. Any phases not authorized by this date may be subject to the remaining funds being rescinded.

**Project #2**

Phase	Total Cost	Local Match	Amount Awarded
Preliminary Engineering	\$39,000	\$0	\$39,000
Right-of-Way	\$0	\$0	\$0
Construction	\$490,000	\$0	\$490,000
<b>Total</b>	<b>\$529,000</b>	<b>\$0</b>	<b>\$529,000</b>

\* Projects are eligible for 100% federal HSIP funding for all phases authorized prior to April 30, 2026. Any phases not authorized by this date may be subject to the remaining funds being rescinded.

**Total**

Phase	Total Cost	Local Match	Amount Awarded
Preliminary Engineering	\$255,000	\$0	\$255,000
Right-of-Way	\$0	\$0	\$0
Construction	\$1,579,000	\$0	\$1,579,000
<b>Total</b>	<b>\$1,834,000</b>	<b>\$0</b>	<b>\$1,834,000</b>

If you agree to the project summary described above, please sign or electronically sign below and return to Matthew Enders at [Matthew.Enders@wsdot.wa.gov](mailto:Matthew.Enders@wsdot.wa.gov).

**Concurrence:** I agree to the project summary described above.

**Approving Authority Name (Print):** Connie Bowers

**Approving Authority Signature:**  **Date:** 8/29/23



# Washington State S. T. I. P.

2024 to 2027

(Project Funds to Nearest Dollar)

MPO/RTPO: Island RTPO

N Inside

Y Outside

October 22, 2024

County: Island

Agency: Island Co.

Func Cls	Project Number	PIN	STIP ID	Imp Type	Total Project Length	Environmental Type	RW Required	Begin Termini	End Termini	Total Est. Cost of Project	STIP Amend. No.
05			WA-15767	21		CE	No	Various	Various	1,305,000	24-03

Non-Standard Guardrail Replacement - Camano Island

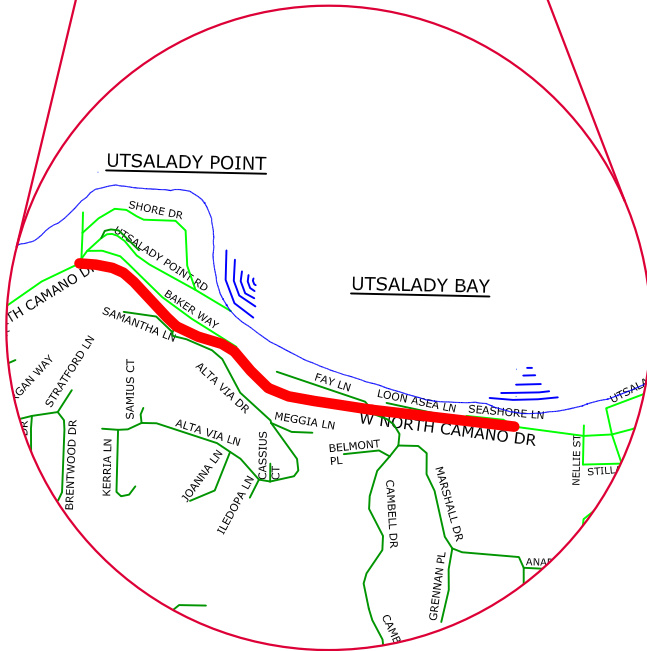
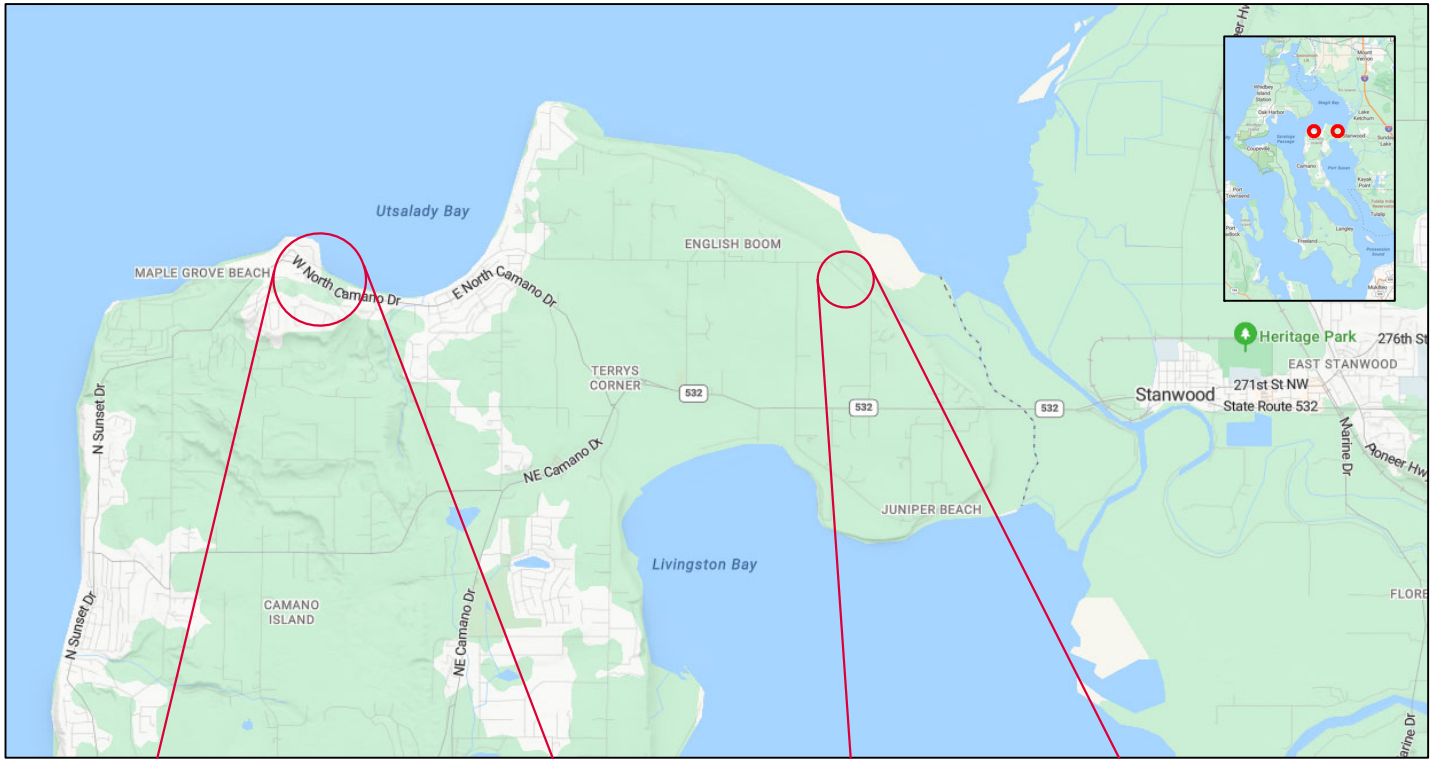
Replacement of guardrail along N Camano Dr & Utsalady Dr where the existing guardrail has been evaluated & determined to not meet current standards as outlined in the WSDOT Design Manual

## Funding

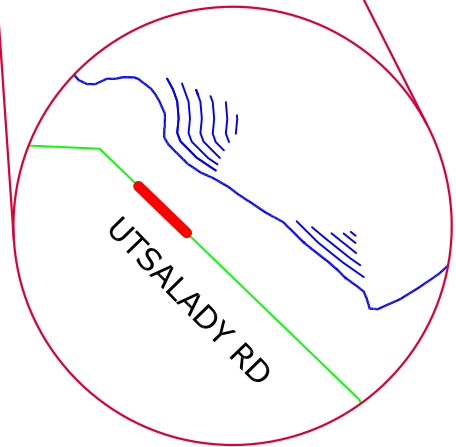
Phase	Start Date	Federal	Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total
PE	2024		HSIP	216,000		0	0	216,000
CN	2025		HSIP	1,089,000		0	0	1,089,000
Project Totals				1,305,000		0	0	1,305,000

## Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	216,000	0	0	0	0
CN	0	1,089,000	0	0	0
Totals	216,000	1,089,000	0	0	0

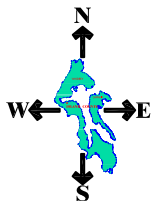


Scale 1:2000  
Mile Post 1.87 to 2.73



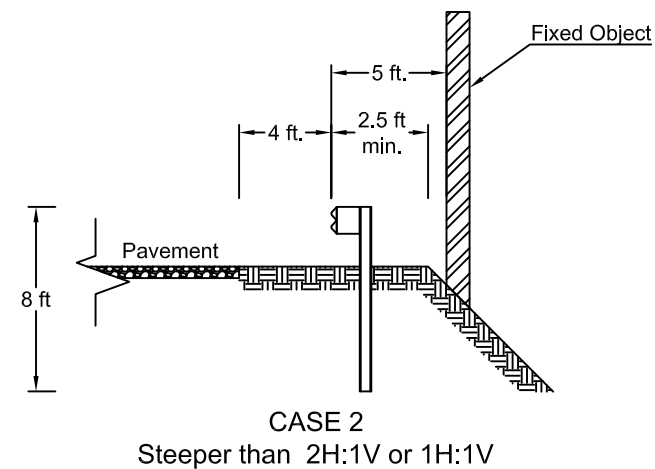
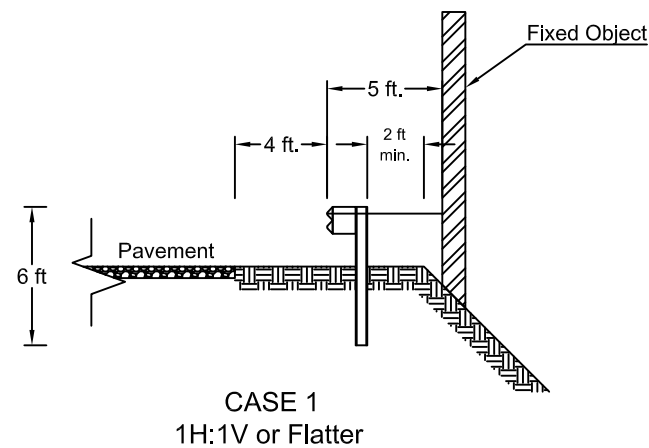
Scale 1:1000  
Mile Post 1.01 to 1.07

— Proposed Guardrail

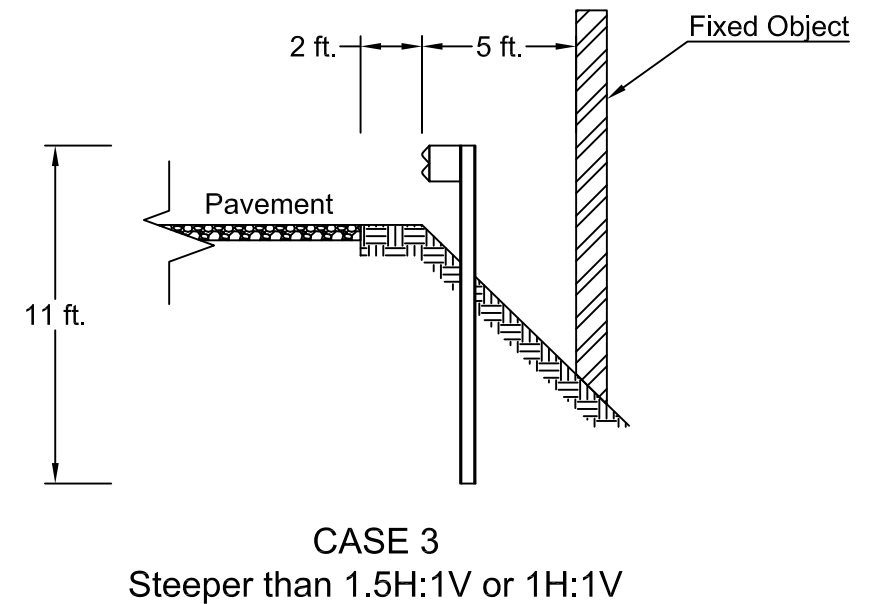
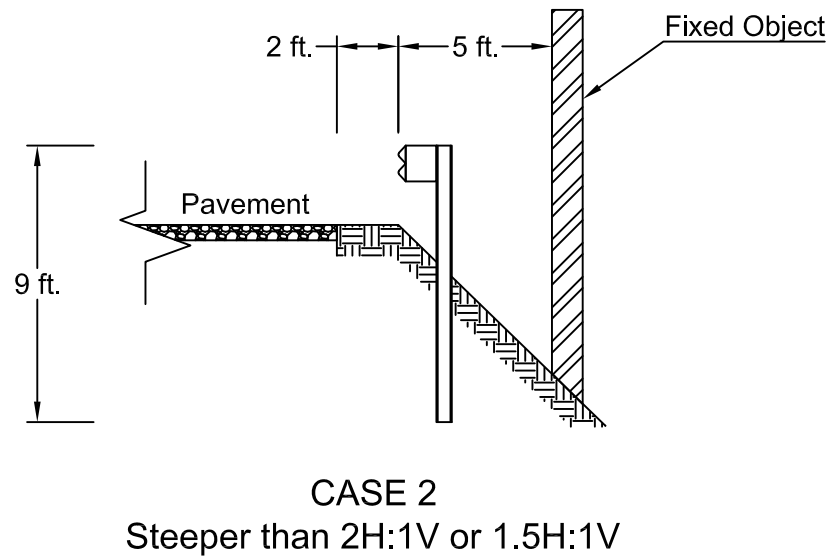
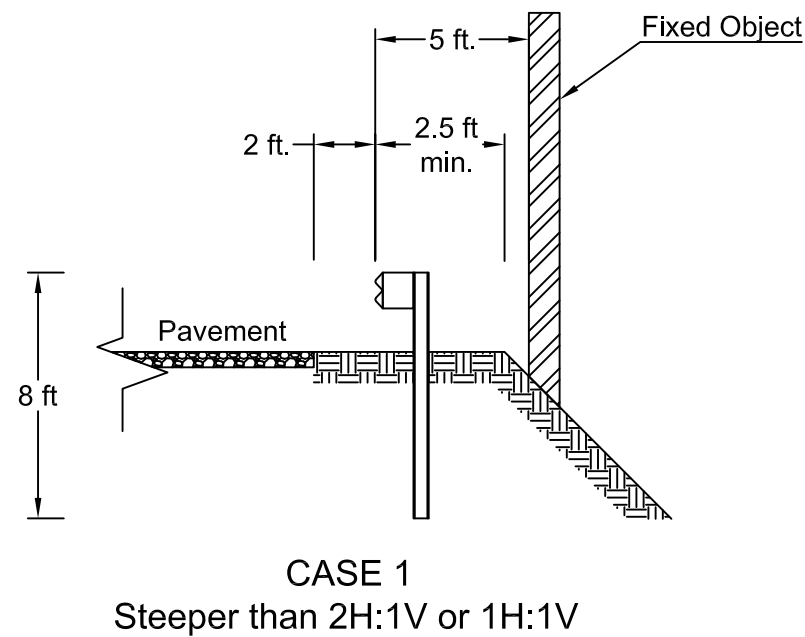


## Non-Standard Guardrail Replacement - Camano Island

### Vicinity map



## UTSALADY RD



## N CAMANO DR



Non-Standard Guardrail Replacement - Camano Island

Proposed Typical Sections



**ISLAND COUNTY COMMISSIONERS**

**WORK SESSION AGENDA**

**MEETING DATE: 11/13/2024**

---

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

**From: BOCC Staff**

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**Amount of time requested for agenda discussion. 5 minutes**

**DIVISION: Administrative**

**Agenda Item No.: 1**

**Subject: Appointment to the Island Regional Transportation Planning Organization  
Technical Advisory Committee (IRTPO TAC)**

**Description:** The Board has received a request for appointment to Position 3, District #3 on the  
IRTPO TAC.

**Attachment: ITRPO TAC Roster**

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular           |
| <input type="checkbox"/> None/Informational         | <input type="checkbox"/> 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: Reappointment to the Northwest Regional Council Northwest Senior Services  
Advisory Board**

**Description:** The Board has received a request for reappointment to Position 4 on the Northwest  
Regional Council Northwest Senior Services Advisory Board.

**Attachment: Northwest Senior Services Roster**

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular           |
| <input type="checkbox"/> None/Informational         | <input type="checkbox"/> 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 REGIONAL TRANSPORTATION PLANNING ORGANIZATION

## (IRTPO)

<https://www.islandcountywa.gov/488/Island-Regional-Transportation-Planning->



The IRTPO formed in September 2016 to further ongoing transportation planning and coordination efforts for Island region jurisdictions. The IRTPO consists of an Executive Board, a Technical Advisory Committee (TAC), and a Transportation Equity Committee (TEC) for Human Services Transportation Planning (HSTP). IRTPO members include representatives from each of the regional municipalities, Island Transit, WSDOT, and Naval Air Station Whidbey. The IRTPO Executive Board meets at 11 a.m. on the 4<sup>th</sup> Wednesday of most months to:

- Learn about regional transportation activities and opportunities
- Provide a forum for collaboration and transportation goal setting
- Allocate federal transportation funds to regional projects

POSITION	VOTING MEMBER	REPRESENTING
1.	Melanie Bacon	Island County, District 1
2.	Jill Johnson	Island County, District 2
3.	Janet St. Clair	Island County, District 3
4.	Kennedy Horstman	Mayor, City of Langley
5.	Blaine Oborn	City Administrator, City of Oak Harbor
6.	Molly Hughes	Mayor, Town of Coupeville
7.	David Day	Port Commissioner
8.	Curt Gordon	Port of South Whidbey
9.	Todd Morrow	PTBA Member
10.	Chris Damitio	WSDOT
	Malcolm Roberts	Staff Support Contact, ICPW

### ISLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION TECHNICAL ADVISORY COMMITTEE (IRTPO TAC)

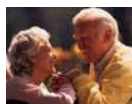
The IRTPO TAC typically meets on the second Thursday of each month from 1:00 -3:00 p.m. to provide transportation planning assistance to the organization and develop recommendations for the Executive Board. TAC member representation generally mirrors that of the Executive Board, with the addition of citizen representatives appointed from each county commissioner district.

POSITION	CITIZEN ADVISORS	REPRESENTING
1.	Don Meehan	District #1
2.	James Blaisdell	District #2
3.	<b>VACANT</b>	District #3
	<b>NON-VOTING MEMBERS</b>	
1.	Brian Tyhuis	NAS Whidbey
2.	Patricia Love	City of Stanwood
	Malcolm Roberts	Staff Support Contact, ICPW

The Board has received a request for appointment to Position 3 of the TAC from Michael Travis.

## NORTHWEST SENIOR SERVICES ADVISORY BOARD

<https://nwrcwa.org/advisory-board>



Some of the currently functioning committees/boards/task forces thru the Northwest Regional Council consist of Northwest Senior Services Advisory Board, Area Agency on Aging, LEARN Board (Law Enforcement and Radio Network), and Chore Services Proposal Review Task Force.

Regulations promulgated by the U.S. Department of Social and Health Services. A Planning Services Agency of aging for the four-county area of Whatcom, San Juan, Skagit and Island Counties. **Three-year terms.**

POSITION	MEMBER	ORIG. APPT. DATE	TERM EXPIRES
1.	VACANT		
2.	Shirley Anne Bennett	04/09/19	06/30/25
3.	VACANT		
4.	Mary Kanter	07/17/18	06/30/24

The Board has received a request for reappointment to Position 4 from Mary Kanter.



**ISLAND COUNTY PLANNING & COMMUNITY DEV.**

**WORK SESSION AGENDA**

**MEETING DATE: 11/13/2024**

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

**From: Jonathan Lange, Director**

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**Amount of time requested for agenda discussion. 30 minutes**

**DIVISION: Long Range Planning**

**Agenda Item No.: 1**

**Subject: 2025 Comprehensive Plan – Requests from Coupeville and Langley on Urban Growth Area (UGA) and Joint Planning Area (JPA) changes**

**Description:** The Board will review and discuss a request from Coupeville to create a UGA for two parcels adjacent to their city limits, and a request from Langley to change their Potential Growth Area designations within the JPA.

**Attachment: Memo and Map from Coupeville, Memo and Maps from Langley**

**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



## Town of Coupeville

4 NE Seventh • Coupeville, WA 98239  
360.678.4461 • [www.townofcoupeville.org](http://www.townofcoupeville.org)

### MEMORANDUM

DATE: September 27, 2024  
TO: Board of Island County Commissioners  
FROM: Molly Hughes, Mayor  
RE: **Limited Urban Growth Area Request**

The purpose of this memorandum is to request the establishment of a limited urban growth area (UGA) to annex two non-residential properties into the Town of Coupeville municipal boundaries (see Exhibit A), for a total area of 26.27 acres. Pursuant to RCW 36.70A.110, the new proposed limited UGA is contiguous to the Town's boundaries and is served by existing public facilities and services.

#### Background

The entire Town of Coupeville lies within the boundaries of Ebey's Landing National Historical Reserve, created in 1978 with the signing of Public Law 95-625 by President Carter. Recognizing this unique designation and challenges with expanding urban growth into the Reserve, the Growth Management Act (GMA) was amended in 2004 to provide an exception for Coupeville to meet urban growth area (UGA) requirements.

While RCW 36.70A.110 establishes that each County planning under GMA shall designate UGA's and include areas and densities sufficient to permit urban growth over projected 20-year timeframes, Coupeville is exempt from this requirement under section (2), which provides an allowance for UGA's contained solely within a National Reserve:

*"Based upon the growth management population projection made for the county by the office of financial management, the county and each city within the county shall include areas and densities sufficient to permit the urban growth that is projected to occur in the county or city for the succeeding twenty-year period, **except for those urban growth areas contained totally within a national historical reserve.....**"*

While Coupeville is exempt from the requirement to designate a UGA sufficient to permit urban growth, it still may choose to establish a UGA in order to annex land into the Town.

#### Proposed Limited UGA Additions

**Parcel no. 1 (R13104-510-2820):** Located on the northeast corner of S. Ebey Road and SW Terry Road, the 21.27 acre- parcel is under the ownership of the Coupeville School District



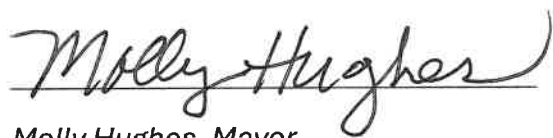
and is currently used as a sport facility and school farm. The site is contiguous to Coupeville's municipal boundaries and is within walking distance of the Elementary, Middle and High Schools. The UGA proposal would place all School District properties under one jurisdiction, facilitating future permitting processes and ensure consistency with land use requirements. Annexation would also allow connection to the Town's sewer service in the future.

**Parcel No. 2** (R13233-100-2130): Also known as the *Five-Acre Woods*, this five-acre parcel is Located on the northwest corner of NW Broadway Street and Black Road, immediately adjacent to Coupeville. The Town of Coupeville obtained the subject property from the Whidbey Camano Land Trust in 2022 and intends to maintain it in open space and as a natural vegetative buffer. As a public facility owned by the Town, transferring this property into "Town limits" makes sense from a facilitation and property management perspective and removes the County from the responsibility of overseeing future uses.

### **Summary**

The Town has determined that the establishment of a limited UGA to annex the aforementioned contiguous properties is in the best interest of the public and consistent with the goals of the Growth Management Act. The limited UGA will bring the Town of Coupeville and Island County into further compliance with RCW 36.70.A. 110 by locating existing public facilities and services in an urban growth area and will not result in an increase in development capacity. We look forward to coordinating with the County on this effort.

*Sincerely,*

A handwritten signature in black ink that reads "Molly Hughes". The signature is fluid and cursive, with the first name "Molly" and last name "Hughes" clearly distinguishable.

*Molly Hughes, Mayor*

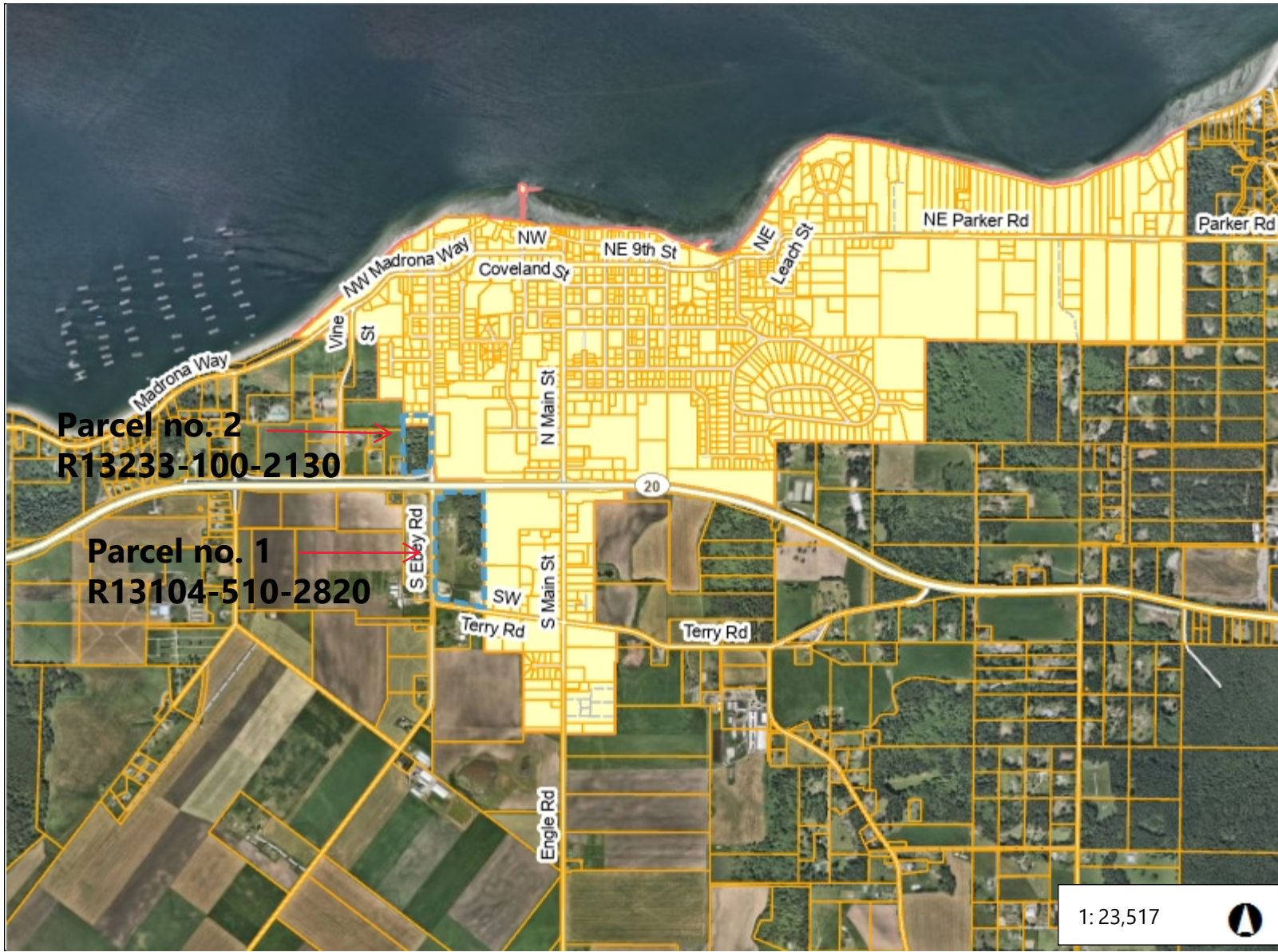
*Attachment: Exhibit A*

Cc: Shannon Leatherwood, Coupeville School District Superintendent  
Jennifer Roll, Clerk of the Board of Island County Commissioners  
Jonathan Lange, Director, Island County Planning and Community Development  
Emily Neff, Assistant Director, Island County Planning and Community Development  
Joshua Engelbrecht, Community Development Director, Town of Coupeville  
Joe Grogan, Public Works Director, Town of Coupeville



## EXHIBIT A

## ICGeoMap



### Legend

- Parcels
- Roads
  - Highway
  - Collector and Arterial
  - Local
  - Private
- City Limits

### Notes

Coupeville proposed UGA

3,919.6 0 1,959.79 3,919.6 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
DO NOT USE AS A LEGAL DOCUMENT. ACCURACY IS NOT GUARANTEED.

112 Second Street  
P.O. Box 366  
Langley, WA 98260  
(360) 221-4246



Krista "Kennedy" Horstman  
Mayor  
mayor@langleywa.org

## City of Langley

---

October 22, 2024

Board of Island County Commissioners  
1 NE 7<sup>th</sup> Street  
Coupeville, WA 98239

Re: Request to Adjust Potential Growth Area Overlay within the Langley Joint Planning Area

Dear Island County Commissioners,

The City of Langley would like to request Island County consider changes to the Langley Joint Planning Area overlays during the current Comprehensive Plan update cycle. Specifically, we are interested in relocating the current Potential Growth Area overlays.

Currently, there are two locations in the Joint Planning Area labeled as Potential Growth Areas:

1. An area west of Coles Rd, south of 6<sup>th</sup> St, and west of Al Anderson Ave.
2. An area east of Woodside Ln and south of Sandy Point Rd.

These locations are depicted in Attachment A to this letter.

We propose to remove both Potential Growth Area overlays and establish a new location within the Joint Planning Area, as illustrated in Attachment B. We believe the change is warranted for the following reasons:

Seventy-three percent of the current Potential Growth Area is enrolled in either the Current Use Farm and Agricultural Land tax program or the Designated Forest Land tax program. This situation conflicts with Countywide Planning Policies 3.2.2.c and 3.2.2.iv.

- Policy 3.2.2.c states that land should not be assigned a Joint Planning Area overlay designation of Potential Growth Area if such land meets the criteria for a Long-Term Rural Significance designation.
- Policy 3.2.2.iv states that the Joint Planning Area overlay designation of Long-Term Rural Significance should be considered for lands classified as forest or agricultural lands with property valuation at current use classification under RCW 84.34.020(2) or RCW 84.33.035.

In the spirit of coordinated intergovernmental planning efforts, we hope you will consider this request as part of your Comprehensive Planning process.

Sincerely,

Mayor Kennedy Horstman

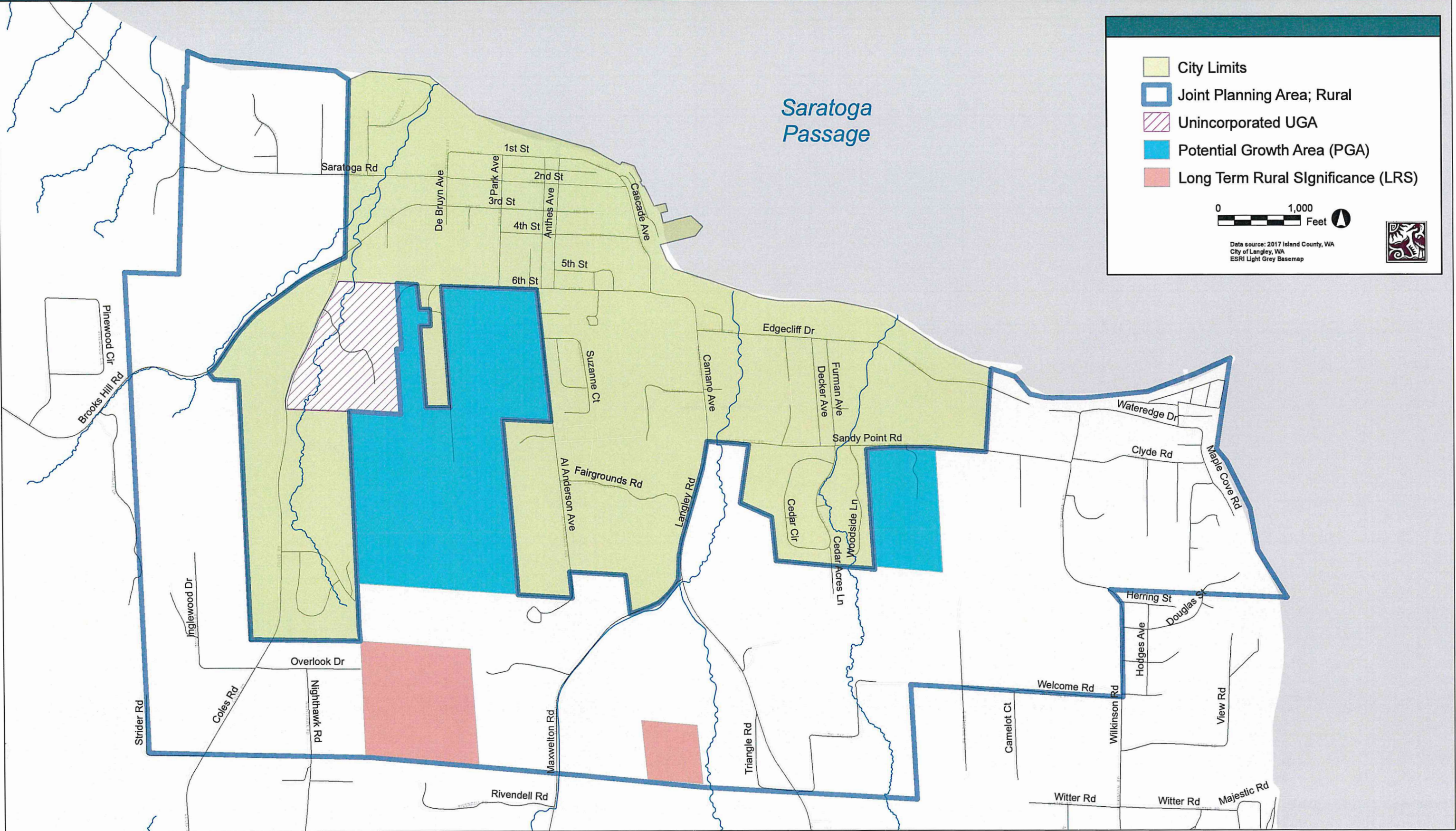
Attachments:

- A. Current City of Langley Joint Planning Area Overlays
- B. Proposed Revision to the City of Langley Joint Planning Area Overlays

**Attachment A**  
**Current City of Langley**  
**Joint Planning Area Overlays**



Figure LU-2  
Langley Joint Planning Area (JPA) and Overlays



This map is intended to be used as a GUIDE. The City of Langley is providing this information as a general geographic representation that should not be used for precise measurements, or calibrations. Some of the features on this map are not accurately depicted. Any user of this map assumes all responsibility for use and agrees to hold The City of Langley harmless for liability, damages or loss incurred by use of this information. Specific questions should be directed to The City of Langley's Department of Planning and Community Development.



**Attachment B**  
**Proposed Revision to the City of Langley**  
**Joint Planning Area Overlays**

